

APPLICATION

To operate a
Partnership School | Kura Hourua opening in 2014

ISSUED 6th MARCH 2013

DUE 12:00pm (Midday) 16th APRIL 2013

The Application process for Partnership Schools | Kura Hourua is subject to the passage of the Education Amendment Bill 2012 through the House of Representatives

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PART ONE - BACKGROUND

Notice to all Applicants

The Education Amendment Bill sets out the legal framework for Partnership Schools | Kura Hourua and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for Partnership Schools | Kura Hourua is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry of Education reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

1 Introduction

New Zealand schools are doing a great job, but not for all their students. International studies such as the Programme for International Student Assessment (PISA) show that New Zealand has one of the widest variations between the performance of its highest achieving students and those with lower achievement levels.

This variation exists within schools and within classrooms, regardless of the school's decile. Too many students are not getting the qualifications and skills they need to participate in a modern economy. The cost of this educational underachievement is high for our families and whānau, our communities and our country.

Raising achievement is crucial to meeting the Government's Better Public Services target of 85 percent of 18 year olds having NCEA Level 2 or an equivalent in 2017. Partnership Schools | Kura Hourua are designed to bring together the education, business and community sectors to work together in innovative ways to better meet the needs of these students.

Naming Convention within this Request for Application

Throughout this application we refer to Partnership Schools | Kura Hourua simply as PSKH.

1.1 Vision

The PSKH schooling model has been designed by Government with a view to allowing a greater degree of flexibility in school management and a higher level of accountability for learning outcomes.

Partnership Schools | Kura Hourua will:

- focus on improving educational outcomes for learners who have not been well served in the current system. In particular they will demonstrate how they can make a difference in lifting the educational achievement of Māori, Pasifika and special needs learners and those from low socio-economic backgrounds;
- be innovative and creative in their approach to lifting educational performance;
- be strongly engaged with parents, family/whānau and community who will proactively support the achievement of high educational outcomes; and
- have strong governance support with skills and expertise to ensure the quality management of the school.

1.2 Kura Hourua – the Name

Waka Hourua is the Maori name for the traditional sea voyaging double-hulled canoes used on expeditions where great distances needed to be travelled. The two hulls joined together created a stronger and more versatile vessel better able to cope with all of challenges of the vast Pacific Ocean.

This is an apt metaphor for the journey of partnership the Government and community are embarking on with PSKH. The close partnership envisaged between the sponsor and the Government, and the sponsor and the community will create a stronger, more versatile school which is better able to meet their students' and community's needs.

Waka Hourua took many forms and shapes and were adorned with any range of special characteristics, just as Kura Hourua will be able to take on many forms and shapes with special characteristics tailored to their students' needs.

Waka Hourua were used for great voyages which sought out new horizons by following new pathways. This reflects the journey that Kura Hourua will be undertaking within the New Zealand education environment.

Kura Hourua is the term that has been chosen to best represent the intent behind Partnership Schools, with hourua encapsulating the notion of partnership and journeys, and kura being the commonly used and known term for 'school'.

2 What is a Partnership School | Kura Hourua?

PSKH are a new type of school, which brings together education, business, parents, family/whānau and community to provide new opportunities for students to achieve education success.

PSKH are fully-funded schools outside the state system, accountable to the Crown for raising achievement through a contract to deliver a range of specified school-level targets. They have more freedom over how they operate, so they can innovate to better meet the needs of their students, and achieve their targets. This includes greater flexibility over curriculum, qualifications, employment, hours of operation, and school leadership. PSKH are open to all students who apply for entry, regardless of background or ability, and have no tuition fees.

PSKH are a model of charter school designed to work best for New Zealand's unique education system. There are many different models of charter school worldwide.

The most common characteristic is that these schools receive public funding, but have greater flexibility around how they operate in exchange for greater accountability for their students' educational outcomes. The PSKH model is designed to replicate the strengths rather than the weaknesses of the different models worldwide.

2.1 Legislation

The Education Amendment Bill 2012, which will enable the establishment of PSKH, was introduced to the House of Representatives on 15 October 2012. It is currently being considered by the Education and Science Select Committee. The Select Committee is currently scheduled to report back to the House on 18 April 2013.

Applicants should note that the establishment of PSKH is subject to the passage of the Education Amendment Bill through the House of Representatives.

No contracts will be entered into until the Bill becomes law. The Ministry of Education reserves the right to cancel this procurement process without notice or penalty, for example, if the legislation be withdrawn or fails to be passed by Parliament.

The descriptions provided below are based on the provisions of the Bill currently before the Select Committee and as such may be subject to change dependent on the will of Parliament. Any changes to these provisions prior to the Application Closing Date will be advised to Applicants by way of a Clarification via GETS.

2.2 Why are PSKH being established?

The New Zealand education system is world-leading in many respects. However, there are groups of students who are not reaching their potential in education. These are Māori, Pasifika, students from low socio-economic backgrounds, and students with special education needs.

Together they make up the Government's priority groups of students. Too many students from the priority groups are not getting the qualifications and skills they need to participate in a modern economy.

The cost of this educational underachievement is high for our families and whānau, our communities and our country. The Government has set an ambitious target of 85 percent of 18 year olds having NCEA Level 2 or an equivalent in 2017.

This will require new and innovative approaches of tackling educational underachievement. PSKH are one of these new approaches. There is an emerging body of longitudinal research from overseas which shows that well-run, well-led charter schools can successfully lift achievement for learners from minority or low socio-economic backgrounds.

The Government has decided to pilot a small number of PSKH. These will be in areas where learners are currently underserved by existing education provision. This will be a new option in

public education, which will bring together the education, business and community sectors to provide new opportunities for students to achieve education success.

The schools will have greater freedom and flexibility to innovate and engage their students in return for stronger accountability for improving educational outcomes. These schools will particularly focus on the Government's priority groups of Māori, Pasifika, learners from low socio economic backgrounds and learners with special education needs.

2.3 What does a PSKH look like?

2.3.1 Governance

The organisations who will govern PSKH are called sponsors. They can be from a range of backgrounds including businesses, philanthropists, iwi, community organisations, faith-based groups, private schools and culture-based educational organisations. They can be not-for-profit or for-profit. Sponsors can also operate multiple schools.

Under the terms of the proposed legislation, Tertiary Education Institutions and Boards of Trustees of state schools cannot be sponsors.

Potential sponsors will have to apply and meet a number of criteria. Legislation provides for an advisory body (the "Partnership Schools | Kura Hourua Authorisation Board" (the "Board")) to assess Applications from potential sponsors and make recommendations to the Minister of Education on those that should be considered for contracts.

2.3.2 Obligations

PSKH will have a fixed-term contract with the Minister of Education and will have to achieve specific school-level targets which could include:

- student achievement indicators (e.g. National Standards, NCEA or equivalent)
- student engagement indicators (e.g. student attendance, retention and progression post-school).
- parent, family/whānau and community engagement indicators
- organisational and financial performance indicators

Sponsors will be accountable to the Minister of Education for meeting their agreed contract targets. The contract will be administered and monitored on an ongoing basis by the Ministry of Education (see also 2.4 Authorisation Board).

2.3.3 Flexibility

The sponsors of PSKH will have greater flexibility than state schools (subject to any restrictions negotiated through the final contract) to decide how they operate and use funding. This enables sponsors to use new and different approaches to teaching and learning, property and school organisation.

PSKH will be able to:

- negotiate the number of non-registered teachers they employ
- negotiate salary levels and employment conditions with employees
- employ a chief executive, responsible for the day-to-day running of the school, who is not a registered teacher
- set their own length of school day and year
- set their own curriculum providing it uses the vision, principles, values and key competencies of *The New Zealand Curriculum* or equivalent statements in *Te Marautanga o Aotearoa*.

Note: this is subject to the passage of the Education Amendment Bill 2012.

Proposed legislation requires that the proportion of non-registered teachers employed by each PSKH be negotiated as part of the contract. Schools may choose to employ subject matter experts to deliver part of their curriculum, such as individuals with post-graduate degrees or trades

certificates who have not undertaken formal teacher training. All non-teaching and unregistered teachers will be subject to police vetting.

2.4 Authorisation Board

The Minister of Education has appointed an independent Authorisation Board (the “Board”) to develop advice and recommendations for the Minister on which applications should be considered for contracts (refer CAB Min (13) 4/2).

The Board will also have a role in periodically reviewing the progress of each PSKH against agreed outcomes and providing advice to the Minister on how they are performing.

The membership of the Board includes individuals who have the appropriate range of skills, experience and perspectives to carry out their responsibilities. The appropriate process has been followed in terms of the State Services Commission Appointments Guidelines.

2.5 How are PSKH Different

2.5.1 How are PSKH different from existing schools?

The most significant difference between PSKH and existing schools (both state and private) is that they are contracted by the Crown to deliver specific school-level targets, and are held to account for doing so. The contract is with a sponsor who is a private individual or organisation.

2.5.2 What do sponsors bring to PSKH?

Sponsors are considered key to enabling new partnerships for delivery of education. They can bring innovative approaches to teaching and learning, and governing and leading a school. They can also contribute expertise in administration (e.g. human resources, financial management and procurement), as well as additional resources.

2.5.3 Who can be a sponsor?

Sponsors can be from a range of backgrounds including businesses, philanthropists, iwi, community organisations, faith-based groups, private schools, and culture-based educational organisations. They can be not-for-profit or for-profit. Existing state schools and tertiary education institutions cannot be sponsors under the proposed legislation.

2.5.4 Can a sponsor run more than one Partnership School/ Kura Hourua?

Sponsors can operate multiple schools, providing they demonstrate the capability and capacity to do so. State and state-integrated school boards of trustees can run multiple schools and the PSKH model has the same provisions.

2.5.5 Can PSKH focus on a special interest?

PSKH can focus on a particular language, vocational pathway, or other specialist area such as the performing arts or science and technology. They can also apply a particular pedagogical philosophy, or adopt a faith or culture-based setting.

2.5.6 Can PSKH provide religious instruction?

A PSKH can provide religious instruction as part of delivering a full curriculum if it has a faith-based character.

2.5.7 Who will approve PSKH?

The Minister of Education will approve all proposals to open PSKH.

2.5.8 What kind of contract will sponsors have with the Crown?

Sponsors have a fixed term contract to deliver specified school-level targets negotiated with the Crown. The contract contains milestones for reviewing progress and achievement against the targets, and is renewed or revoked depending on the sponsor's performance.

2.5.9 Will PSKH have to report against the National Standards and Ngā Whanaketanga Rumaki Māori?

PSKH with students in Years 1-8 must report against the National Standards or Ngā Whanaketanga Rumaki Māori.

2.5.10 Will the Ombudsmen and Official Information Act apply to PSKH?

Subject to the passage of the Education Amendment Bill 2012, these acts do not apply to PSKH as they are not Crown Entities. However the contracts and other information that may be held by the Ministry will continue to be subject to the Official Information Act

3 Funding

This section describes the key principles related to the funding approach and model.

Refer to **Appendix 1 – Funding Information** for examples of the funding for each of the components of the funding model for the purposes of developing a high level budget for your Application.

3.1 Overview

3.1.1 How will PSKH receive their government funding?

PSKH will receive a non-tagged grant covering the resourcing components provided to state and state-integrated schools – salaries, operations grant, property funding, and centrally-funded services (such as transport, professional development and special education services).

3.1.2 Will PSKH have greater flexibility than state and state-integrated schools over how they use their funding?

The sponsors of PSKH will have more flexibility to make decisions about how they use government funding to meet their school-level targets. However, they will be held to account if their school is not making the most of the increased flexibility, and is failing to meet their agreed targets.

3.2 The Funding Model

3.2.1 Components of the funding model

PSKH will be fully-funded schools outside the state system, accountable to the Crown for raising student achievement through a contract to deliver a range of specified school-level targets.

The funding model for PSKH is intended to give sponsors flexibility to manage their resources; provide a broadly similar level of funding to that for schools and students in the state system; be transparent; and allow the Crown to manage fiscal risk. The funding will be non-tagged to allow sponsors flexibility to make investment decisions that support the achievement of the contracted outcomes.

The funding model is derived from the following parts:

- a) Property Support - an annual sum for property that will allow the sponsor of a PSKH to, for example, rent facilities for a school based on a formula already used in the school system for some schools;

- b) Operations and Staff Resourcing - an annual salaries and operations sum made up of base funding to ensure the viability of the school and per student funding that will depend on roll numbers;
- c) Centrally Funded support to schools - an annual per student amount that is a proxy for centrally-funded support to state schools (with the exception of support for high and moderate special needs students who will continue to receive support from existing services); and
- d) One-off set-up funding and some ongoing extra assistance in the first years of establishment will be provided on the same basis as state schools.

The model is based on funding for decile 3 state schools. PSKH will also be eligible for entitlements that attach to individual students or schools such as transport assistance, Māori Language Programme Funding and an allowance for isolated schools.

3.2.2 Property Support

It is assumed that many PSKH will rent premises. The schools may be established in remodelled commercial or other premises, or possibly in existing educational buildings such as a closed state school or by a private school converting to a PSKH.

It is intended to use the Cash for Buildings funding model as the basis for the property support funding stream for PSKH. Cash for Buildings gives state schools the option of receiving annual cash payments instead of new buildings when they become entitled to additional space.

It calculates an annual cash flow which, when discounted to today's dollars, is equal to cash flows associated with construction and maintenance of new Ministry-owned space.

The Cash for Buildings model includes three components:

- site works costs and the cost of constructing the building(s), including a furniture and equipment grant (capital costs);
- 40 years of operations grant property funding (maintenance costs); and
- 30 years of five year agreement (5YA) funding (modernisation costs).

The Crown believes funding PSKH on the basis of cash for buildings provides equivalence with the property support for state schools where property is leased. It is a formula that is already known by the school sector and is explained on the Ministry of Education's website. It provides sponsors with flexibility – if you wish, you can use this funding stream with other money to build your own school.

3.2.3 Operations and Staffing

The key intent for the operations and staffing components of the proposed funding model will be to provide a simpler, more flexible cashed-up model where funding is broadly equivalent to that provided to equivalent schools and students in the state system. Additionally, it is intended to cash up teacher's salaries and not pay these from a centrally managed Crown fund.

The funding model is weighted to accommodate differences across the following variables:

- school size;
- variation in student rates by age (year level);
- socio-economic status; and
- equivalence with the state system through a per student rate.

3.2.4 Centrally Funded Support

State schools receive a considerable amount of support that is centrally-funded. Much of it is provided on a targeted basis to individual students, teachers and schools. The main components are special education assistance; itinerant and in-school specialist teacher assistance; professional learning and development; transport assistance; curriculum resources; and student engagement initiatives to support disengaged students.

It is intended that most of this support is provided on a cashed-up basis to PSKH. Assistance that may continue to be funded centrally is for students with moderate and high special education needs. This is highly specialised and experts are not equitably available across the country on the open market

4 Enrolment

This section describes the key principles related to the section title. Applicants are reminded to review in detail the relevant parts of the Bill and the Draft Agreement to ensure they fully understand the requirement.

4.1 PSKH must accept all Students

This RFA seeks proposals targeted at the Government's priority groups. PSKH must accept all students who apply for entry, regardless of background or ability. If oversubscribed, they will conduct a ballot for available places with priority given to the siblings of current and former students.

Sponsors need to ensure that the student body reflects the groups they specified that they would target in the contract, or action may be taken by the Crown. PSKH are accountable to the Crown for accelerating the progress and achievement of all of their students.

Any specialism offered by a PSKH is a mode of learning rather than an entry criterion. For example, a PSKH can offer a programme specialising in the performing arts or technology or outdoor pursuits, but cannot select students on the basis of their skills and experience in this area. It is open to all those who wish to learn at a school specialising in the performing arts or technology or outdoor pursuits.

4.2 Is there a maximum number of students that PSKH can enrol?

Sponsors will negotiate a maximum roll for any given year with the Crown as part of the contract. This will be renegotiated annually with consideration of evidence of parental demand for the school and successful delivery of agreed outcomes for existing students. This preserves the principle that successful schools should be able to help as many students as they are able without external restraint, but allow the Crown to budget each year.

Sponsors are also expected to demonstrate evidence of parental demand as part of their proposals, and this will be carefully assessed as part of the authorisation process.

5 Outcomes and Performance Management

The PSKH Working Group is finalising the performance framework and the explicit minimum performance expectations that will apply to any successful Applicant, for approval by the Minister.

Successful Applicants will be required to deliver specific outcomes to the Minister.

| Example Outcomes |
|--|
| student achievement |
| student engagement |
| the mission or special characteristics of the school |
| parent, family/whānau and community engagement |
| financial management |
| organisational management. |

These outcomes are being developed with the following guiding principles:

- **Manageability** - there should be a "vital few" outcomes. If schools are required to meet too many outcomes, their focus tends to be on compliance rather than on teaching and learning

- **Measurability** – outcomes should be capable of having explicit indicators that are valid, reliable and measurable. Both parties to the contract need a clear understanding of what is to be achieved, what can be measured, and how it is to be measured
- **Relevance** - outcomes for Partnership Schools should be an expression of what the Government wants to purchase from Partnership Schools.

For illustrative purposes a concept of the performance framework is provided in the Draft Agreement (Refer Schedule 6 – Performance Regime)

5.1 Student Achievement

The rationale for establishing PSKH is to trial a new type of school in order to help raise student achievement, especially for the priority groups. Performance indicators and measures in this area are to be based on the Government's goals as well as measures that demonstrate student progression and added value that your school provides.

Secondary schools will be required to have measures based on the Government's goals of 85% of students reaching NCEA Level 2 or equivalent by 2017. We anticipate this to be the minimum target – it could be set higher for some schools, depending on the specific offerings contained in the application.

PSKH are expected to break down any targets to reflect data for the priority groups and their achievement (except where this would breach an individual's privacy).

5.2 Student Engagement

Because student engagement is a prerequisite to high student achievement, there will be specific performance outcomes ensuring high standards, covering attendance and provision of a safe physical and emotional environment. A child or young person who is not attending school or who feels unsafe at school will not achieve.

Applicants also should note that making all reasonable efforts to ensure that an enrolled student attends and providing a safe physical and emotional environment are both legal requirements on the sponsor under the provisions of the Bill.

5.3 Parent, Family/Whānau and Community Engagement

Effective partnerships between schools and parents, whānau and communities can result in better outcomes for students. The better the relationship and engagement, the more positive the impact on students' learning. Successful Applicants will need to demonstrate that they value and make use of the expertise and skills of parents, family/whānau and the community to achieve the required outcomes.

PSKH will be expected to measure the effectiveness of its engagement with parents, family/whānau and community, and how their views are sought, listened to and reflected in what happens at the school.

5.4 Mission Specific Objectives

PSKH are expected to have a point of difference from mainstream schools. We are looking for an innovative approach to education that works for those students whom the system has traditionally underserved.

Where a school has special characteristics that underpin its approach to education, we anticipate an objective rating of those. For example, schools that are based around teaching in a particular language and/or culture could show how well their students are progressing in these areas, or schools that have a focus on preparing young people for work or further study could be required to demonstrate how successful those students have been in obtaining placements in suitable employment or higher education courses.

5.5 Financial management

Financial management objectives will measure the overall financial health of the PSKH. We anticipate applying common industry standards that will be used to set targets for this. Examples of possible indicators include current ratio; debt to asset ratios; enrolment variance; and cash flow.

5.6 Organisational Management

PSKH will be required to meet all legal obligations under general, education law and under the contract whilst maintaining a level of freedom to manage itself and focus on achieving specified teaching and learning objectives.

The contract is likely to include indicators that measure the effectiveness of self review systems (governance) and effective staff performance management systems (governance and management).

Well designed and consistently administered staff performance management systems are a tool to help develop good teachers and school managers. Effective teaching is the greatest in-school factor in promoting student achievement.

5.7 Other Outcomes

Other outcomes may be included in the performance framework as a result of deliberations by the PSKH Working Group. Any changes will be advised to all prospective Applicants.

6 Next steps

If you are interested in submitting an Application then please read this document as it sets out the next steps in the process.



6.1 Understand our requirements

Make sure you fully read this document before starting to write your response. In particular develop a strong understanding of our [Requirements](#) and how your proposal will be [evaluated](#). If anything is unclear or you have any questions then please email our [Contact person](#) for further information.



6.2 Our process

As this is a contestable and competitive Application we have set out a step-by-step process for Applicants to follow as well as some [rules](#). Make sure you follow our process and abide by the rules. Remember, it is important when preparing your Application to use the [Applicant Response Form](#) and complete the [Applicant Declaration](#). Having done the work, don't be late in submitting your proposal – you must get your proposal to us by the [closing date](#).



6.3 Changes to our process

If we need to change anything about this process or want to provide Applicants with additional information we will let all Applicants know by placing a notice on the Government Electronic Tenders Service (GETS) at www.gets.govt.nz. If you downloaded this Request for Application from GETS you will automatically be sent notifications of any changes.



6.4 Our Contact person

Please direct all enquiries to our Contact person listed below. You must not attempt to gain information from any other Ministry employee or Board member.

Drew Preddy

Procurement Manager

Partnership Schools | Kura Hourua Application

Email: partnership.schools@minedu.govt.nz



6.5 Our address for proposals

Proposals must be submitted to the following address:

For Applications sent by post:

Application to operate a Partnership School | Kura Hourua
Attention: Drew Preddy
Ministry of Education
PO Box 1666
Wellington 6140

For Applications delivered by hand or courier:

Application to operate a Partnership School | Kura Hourua
Attention: Drew Preddy
Ministry of Education
Level 3, 45-47 Pipitea Street
Wellington 6011

Please note: proposals sent by fax or email will not be accepted.



6.6 Our timeline

The following information sets out our process and indicative timeline.

| Activity | Completion Date |
|---|--|
| Application Issue Date – Clarification Period begins | 6 th March 2013 |
| Notification of Intent to Respond due | 5:00 pm Friday 22 nd March 2013 |
| Last date for Applicant Clarifications | Friday 5 th April 2013 |
| Last date for response to Applicant Clarifications | Tuesday 9 th April 2013 |
| Application Closing Date | 12:00 (midday) Tuesday 16th April 2013 |
| Evaluation of Written Applications (including clarifications, if any) | May 2013 |
| Shortlisted Applicant Interviews (see note) | May 2013 |
| Reference Checking | May 2013 |
| Notification of Preferred Applicant(s) | TBC |
| Contract Negotiations | TBC |
| Contracts Signed | TBC |
| School opened | January 2014 |

Please note:

1. All times are in New Zealand time. The Authorisation Board reserves the right to alter the timeline, if required.
2. Shortlisted Supplier Interviews – If you are invited to an interview, you will be required to present in Wellington at a location to be determined by the Board. Interviews will be held over a one week period, with time slots given on a first in first served basis.



6.7 Submission of Applications

All Applications must be received by the Application Closing Date stated above. Applicants must submit paper copies of their Application and a CD-ROM (or) memory stick containing an electronic copy of their Application.

Seven paper copies of the Application document (with at least one copy unbound and/or stapled) and **One** paper copy of the excel spreadsheet regarding financial details must be submitted in accordance with the RFP rules (Part 3 – Standard Terms).

If there is inconsistency between the paper and electronic copy of your Application, the Board will use the paper copy as the basis of its evaluation of your Application.



6.8 Application Validity Period

Proposals shall remain valid and open for acceptance for a period of not less than 180 days as calculated from the Closing Date.



6.9 The rules

This Application is subject to the standard conditions provided in Part 3 of this RFA document.



6.10 Interpreting this Request for Proposal/Application

Words starting with capital letters can have special meaning. When used in this Request for Proposal/Application the following words in bold have the meaning described.

| | |
|---|--|
| Authorisation Board (the “Board”) | PendingThe Authorisation Board is an advisory body appointed by the Minister to represent her as evaluator of the Applications and to provide on-going support and advice to the Minister. |
| Business Day | A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 5pm. |
| Minister of Education (the “Minister”) | The Minister of Education (Minister) is the purchaser of the Requirements. The Minister is the Sovereign in right of New Zealand who acts by and through the government of New Zealand |
| Ministry of Education (the “Ministry”) | The Ministry of Education (Ministry) provides secretariat services to the Board, is responsible for administering the Application process and supporting the implementation of contracted outcomes (if any). |
| Clarification Period | The period within which any Applicant can ask for a clarification or additional information in relation to the Application. |
| Closing Date | The date when Applications must be delivered to the Board’s nominated representative (other than in exceptional circumstances), as set out in paragraph 6.6 of Part One. |
| Competitor | A person or organisation that is in competition with an Applicant to operate a PSKH now, or in the future. |
| Conflict of interest | <p>A conflict of interest happens if an Applicant (or any employee of the Applicant):</p> <ul style="list-style-type: none"> has any obligation to another person that would limit the Applicant's right or ability to perform its obligations under any Contract with the Minister; or has any other interest which would be likely to adversely influence the Applicant's performance of its obligations under any Contract. <p>A Conflict of Interest means that the Applicant’s independence, objectivity or impartiality can be called into question. A conflict of interest may be:</p> <ul style="list-style-type: none"> • actual: where the conflict currently exists • potential: where the conflict is about to happen, or could happen, or • perceived: where other people may reasonably think |

that an Applicant is compromised.

| | |
|--------------------------------------|---|
| Confidential Information | Information that: is by its nature confidential is marked by either the Board, the Ministry or an Applicant as 'Confidential', 'Commercially Sensitive' is provided by the Board, the Ministry, an Applicant, or a third party 'In Confidence' the Board, Ministry or an Applicant knows, or ought to know, is confidential is of a sensitive nature, or commercially sensitive to the Board, Ministry, an Applicant or a third party. |
| Contact Person | The Board's appointed official who is the single point of contact for all Applicant enquiries and other matters relating to this RFP/Application. |
| Contract | The legally enforceable written contract for the operation of the PSKH arising as a result of this RFA. |
| Draft Agreement | Means the PSKH Key Agreement Terms and Principles attached as Schedule 1 to this RFA. |
| Evaluation Criteria | The criteria used by the Board to evaluate Applications. |
| Expense | Any actual and reasonable out-of-pocket costs that will be incurred by the Applicant in the delivery of the Requirements. |
| GETS | Government Electronic Tenders Services www.gets.govt.nz |
| GST | The value added tax under the Goods and Services Tax Act 1985, as amended. |
| Intellectual Property | An intangible asset that consists of human knowledge or ideas. Some examples are patents, copyrights, trademarks, design, software and similar industrial, commercial or artistic property. |
| Partner / Subcontractor | A named party (person or organisation) working in collaboration with or under a sub-contracting arrangement with the Applicant to deliver the service. |
| Preferred Applicant(s) | Following the evaluation of Application(s) the Applicant(s) who's Application(s) have been ranked overall as the top scoring Application(s). |
| Application | A written offer submitted in response to this RFP/Application. |
| Request for Application (RFA) | Request for Application (RFA) is this document, including all its parts. It is an invitation to all Applicants to submit an Application. |
| Requirements | The services more fully described in Part 1 and Part 2 of this RFA |
| Schedule | Any schedule to this RFA that is to be read in conjunction with this RFA. |
| Applicant | A person, business, partnership, company or organisation that submits an Application in relation to this RFA. |
| Successful Applicant | Following successful negotiations the Applicants (if any) who are awarded a contract. |
| \$ | Unless otherwise stated all currency is in New Zealand dollars. |

7 Evaluation

7.1 How your Application will be evaluated

It is intended that the evaluation process will include the following phases:

- 1 detailed assessment of each Application against the Evaluation Criteria;
- 2 extent of acceptance of the Draft Agreement for Service;
- 3 each Application allocated an initial evaluation score;
- 4 requests for clarification and/or additional information from Applicant(s) (if required);
- 5 evaluation scores amended or confirmed and a short list of Applicants determined;
- 6 if required, assessment of short listed Applicants' interview based on a meeting agenda provided by the Contact Person;
- 7 evaluation score updated and a revised (if any) list of Preferred Applicants determined;
- 8 reference checks for Preferred Applicant(s) confirming their capability and capacity with nominated referees;
- 9 evaluation score updated and a revised (if any) list of Preferred Applicant(s) determined;
- 10 Preferred Applicants/s considered for approval by the Minister;
- 11 contract negotiations with Preferred Applicant(s);
- 12 awarding of Agreement to Successful Applicant(s) (if any), in the agreed form;
and
- 13 execution of Agreement with Successful Applicant(s) (if any), in the agreed form.

NOTE: The Minister is under no obligation to award any contract to any Applicant if satisfactory agreement cannot be reached.

The evaluation team may undertake due diligence relating to any Applicant(s) at any time during the evaluation process, including the reference checks referred to above. This process will be managed by the Ministry.

| Criteria | Weighting |
|--------------------------------|-----------|
| Statement of Purpose and Goals | 15.0% |
| Educational plan | 35.0% |
| Business Plan | 17.5% |
| Operational Plan | 17.5% |
| Financial Plan | 15.0% |

| | |
|--------------|-------------|
| Total | 100% |
|--------------|-------------|

Each question will be evaluated using the following scale

| Rating | Definition | Score |
|----------------------|--|-------|
| Excellent | Exceeds the requirement. Exceptional demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource and quality measures required to deliver the outcomes. Application identifies factors that will offer potential added value, with supporting evidence. | 5 |
| Good | Satisfies the requirement with minor additional benefits. Above average demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource and quality measures required to deliver the outcomes. Application identifies factors that will offer potential added value, with supporting evidence. | 4 |
| Acceptable | Satisfies the requirement. Demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource, and quality measures required to deliver the outcomes with supporting evidence. | 3 |
| Minor Reservations | Satisfies the requirement with minor reservations. Some minor reservations of the Applicant's relevant ability, understanding, experience, skills, resource and quality measures required to deliver the outcomes, with little or no supporting evidence. | 2 |
| Serious Reservations | Satisfies the requirement with major reservations. Considerable reservations of the Applicant's relevant ability, understanding, experience, skills, resource and quality measures required to deliver the outcomes, with little or no supporting evidence. | 1 |
| Unacceptable | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Applicant has the ability, understanding, experience, skills, resource & quality measures required to deliver the outcomes, with little or no supporting evidence. | 0 |

7.2 Contestable, competitive process

1. Although this RFA process is contestable and competitive, it differs from other more traditional procurement processes in that the Board is not looking to necessarily recommend that only one PSKH be established as a result of this RFA process. Rather, it is possible that the Board might recommend to the Minister that a number of Applications be considered for contracts.
2. The competitive aspect of this process derives from the fact that funding available to establish PSKH's is likely to be limited. Therefore, the Board will be looking to recommend the best quality Applications to the Minister within the amount of funding available for the initial round of Applications. Further, another competitive aspect of this process will arise if two or more Applications are received which propose establishing a PSKH in broadly the same location (as this might impact upon whether the Board considers it is viable for two or more PSKH to be established in close proximity).

3. Until Applications are received the Board will not know how many Applications might be recommended to the Minister as this will depend on factors including the size of and location of the PSKHs being proposed and the quality of the Applications received.

8 Guide to completing the Application

1. When responding to this RFA, Applicants are required to submit the following information as part of their Application:
 - a completed Applicant Profile in the form set out in section two of Part Two of this RFA;
 - a section that responds to all of the questions under each of the requirements outlined in sections 3 to 6 of Part Two of this RFA;
 - a completed and signed Application Declaration in the form set out in section 9 of Part Two of this RFA;
 - if the Applicant does not accept the Draft Agreement in its entirety, a completed table of proposed Draft Agreement derogations in the form set out in section 7 of Part Two of this RFA; and
 - a completed table of assumptions, risks, and caveats in the form set out in section 8 of Part Two of this RFA.
2. The information required under 1 must be presented in the following manner:
 - the information must be presented in a Word document format (.doc or .docx) and must be compatible with Microsoft Word 2010 (except financial/commercial information which is to be included in an Excel spreadsheet in .xls or .xlsx format, compatible with Microsoft Excel 2010);
 - assumptions relating to information contained in an Excel worksheet must be included in a separate worksheet in that same document;
 - all text is to be in Arial font (or equivalent) in font size 10;
 - questions under each of the requirements outlined in sections 3 to 6 of Part Two of this RFA must be answered in the order they are provided in the RFA; and
 - each question under each of the requirements outlined in sections 3 to 6 of Part Two of this RFA should be answered separately. Do not rely on information included in your Application to answer one question, being counted for the purpose of answering another question.
3. Please try and limit your application to no more than 100 pages in total.

9 Further Information for Applicants

This section provides details of contacts, further information and websites which you may find useful when preparing your PSKH applications

| Subject | Website |
|--|---|
| The PSKH Working Group: | http://nzmcscs.education.govt.nz/ chair@partnershipschools.education.govt.nz |
| Ministry of Education | |
| Ka Hikitia- Managing for Success | http://www.minedu.govt.nz/theMinistry/PolicyAndStrategy/KaHikitia.aspx |
| Ka Hikitia – Measureable gains Framework | http://www.minedu.govt.nz/theMinistry/PolicyAndStrategy/KaHikitia/MeasuringandReportingProgress.aspx |
| New Zealand Curriculum | http://nzcurriculum.tki.org.nz |
| Pasifika Education Plan 2013 – 2017 | http://www.minedu.govt.nz/NZEducation/EducationPolicies/PasifikaEducation/PasifikaEducationPlan2013.aspx |
| Priority Learners | http://nzcurriculum.tki.org.nz/Priority-learners |
| Ruia: School – Whānau Partnerships for Māori Learners' Success | http://partnerships.ruia.educationalleaders.govt.nz/ |
| Ruia: Teacher Appraisal for Māori Learners' Success | http://appraisal.ruia.educationalleaders.govt.nz/ |
| Whakapumautia Papakowhaitia, Tau ana | http://tetahuhu.moe.govt.nz/policiesProcessesAndTools/RealisingMaoriPotential/Whakapumautia.aspx |
| Success for All – Every School, Every Child: | http://www.minedu.govt.nz/NZEducation/EducationPolicies/SpecialEducation/OurWorkProgramme/SuccessForAll.aspx |
| Stand-downs, suspensions, exclusions and expulsions guidelines | http://www.minedu.govt.nz/NZEducation/EducationPolicies/Schools/StanddownsSuspensionsExclusionsExpulsions.aspx |
| Maori medium literacy strategy | http://www.minedu.govt.nz/~media/MinEdu/Files/EducationSectors/MaoriEducation/TeReoMatatiniEnglish.pdf |
| Te Marautanga o Aotearoa | http://tmoa.tki.org.nz |
| English medium assessment position (confirmed and available) | http://www.minedu.govt.nz/theMinistry/PublicationsAndResources/AssessmentPositionPaper.aspx |
| Maori medium assessment position (draft) | http://tmoa.tki.org.nz/Mataiako/Aromatawai |
| Education Review Office | |
| Priority Learners in New | http://www.ero.govt.nz/National-Reports/Evaluation- |

| | |
|--|--|
| Zealand Schools | at-a-Glance-Priority-Learners-in-New-Zealand-Schools-August-2012 |
| Review processes | http://www.ero.govt.nz/Review-Process |
| NZ Teachers Council | |
| Registered Teacher Criteria | http://www.teacherscouncil.govt.nz/rtc/index.stm |
| Tātaiako: Cultural Competencies for Teachers of Māori Learners | http://www.teacherscouncil.govt.nz/required/tataiak o.stm |
| Legislation | |
| Education Amendment Bill 2012 | http://www.minedu.govt.nz/theMinistry/EducationInNewZealand/EducationLegislation/EducationAmendmentBills/EducationAmendmentBill2012.aspx http://www.parliament.nz/en-NZ/PB/Legislation/Bills/BillsDigests/e/c/7/50PLLaw20071-Education-Amendment-Bill-2012-Bills-Digest-No-2007.htm |

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PART TWO – APPLICATION

This section contains the Application that all Applicants must complete as your form of response. Applicants must follow the overarching instructions listed in Part 1 – Section 8 guide to completing the Application in addition to any specific instructions provided with any part of the Application.

Notice to all Applicants

The Education Amendment Bill sets out the legal framework for Partnership Schools | Kura Hourua and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for Partnership Schools | Kura Hourua is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry of Education reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

1 Notice of Intent to Respond

Please copy this page into a new word document, complete and send to partnership.schools@minedu.govt.nz by **5:00pm Friday 22nd March 2013**.

The purpose of this notice is to advise the evaluators of your intent to respond to this RFA and the location you are considering proposing in your application. This section will not be evaluated, and provides the evaluators with an indication of the potential number of Applicant(s) to assist with our planning.

NOTE: Completing this section does not bind you to submitting an Application or limit you to the location which you have indicated your interest in operating a PSKH.

Notice of Intent to Respond

Attention: Drew Preddy
Procurement Manager, Partnership Schools
C/- the Ministry of Education
partnership.schools@minedu.govt.nz

This notification confirms that our organisation intends to submit a formal response to the RFA for operation of a Partnership School dated 6th March 2013. We acknowledge the terms and conditions of this RFA and that our Application must be received before the Closing Date (12:00 noon 16 April 2013).

| | | |
|------------------|--------------|--|
| Notification: | Dated | |
| Respondent: | Organisation | |
| | Address | |
| Primary Contact: | Name | |
| | Position | |
| | DDI | |
| | Mobile | |
| | Email | |
| | Signed | |

Our intention is to submit an Application in consideration of operating a PSKH in the following location [add detail].

2 APPLICANT PROFILE

| 1. Contact person for this Application | | | | |
|--|-----|--|----|--|
| Contact person: | | | | |
| Position: | | | | |
| Phone number: | | | | |
| Mobile number: | | | | |
| Email address: | | | | |
| Fax number: | | | | |
| Is the contact person authorised to negotiate? | Yes | | No | |

| 2. Applicant's organisational profile | |
|---------------------------------------|--|
| Full legal name: | |
| Trading name: (if different) | if applicable |
| Name of parent organisation: | if applicable |
| Physical address: | for company insert registered office |
| Postal address: | |
| Company website: | If applicable |
| Location of head office: | city in New Zealand |
| Type of entity (legal status): | sole trader / partnership / limited liability company / charitable trust / consortium / other please specify |
| Company registration #: | if applicable, registered number for a company |
| Country of residence: | insert country where organisation is resident for tax purposes |
| GST registration number: | NZ GST number (if applicable) |

| 3. Overview of Applicant's organisation | |
|---|---|
| Type of organisation: | brief description of the type of business the organisation specialises in |
| Year established: | |
| History: | brief history of organisation including current operations |
| Summary of experience relevant to this RFA: | |
| Total number of staff in NZ: | |
| Number of locations in NZ: | |

| | |
|---------------------|--|
| Overseas locations: | state any other country where organisation has an operational presence |
|---------------------|--|

4. Current business commitments & proposed key personnel

| | |
|---------------------------------|---|
| Business commitments: | List organisation's current business commitments/projects/contracts. State any known limitation or constraints on the organisation being able to deliver against the application requirements |
| Other Contracts with government | List any past or current agreements held with any government departments for delivery of services. |

5. Probity

| | |
|--|--|
| List any pending claims against the organisation: | |
| List any court judgements or other decisions that have been made against the organisation in the last 6 years: | |

6. Disclosure of proposed partners

| | |
|---|--|
| Disclosure: | Applicants must indicate and provide details below if they intend any person or organisation, who is not an employee, to sub-contract on any part of the application requirements. |
| Collaborative Partner / Sub-contractor #1 | |
| Partner / Sub-contractor name: | |
| Address: | |
| Specialisation: | |
| Describe the deliverables the Partner / sub-contractor will be responsible for: | |
| Collaborative Partner / Sub-contractor #2 | |
| Partner / Sub-contractor name: | |
| Address: | |
| Specialisation: | |
| Describe the deliverables the Partner / sub-contractor will be responsible for: | |

Copy and add more rows as required

| 7. Financial information | | | | |
|--|--|--|----|--|
| Current financial status: | brief description of the organisation's current financial status & stability | | | |
| Gross revenue: | state the gross revenue for the last two years | | | |
| Gross profit: | state the gross profit for the last two years | | | |
| Last audited financial accounts: | insert date of last audited financial accounts | | | |
| Copy of latest audited accounts attached? | Yes | | No | |
| Copy of latest annual report attached? | Yes | | No | |
| Is organisation in dispute with any trade union? | Yes | | No | |

| 8. Quality standards | |
|----------------------------|---|
| Certificates held: | list any ISO or AS/NZ certificates held |
| Quality assurance systems: | list any QA systems / software / standards in operation |
| Internal audit: | list any internal audit systems / software / standards in operation |
| Contract management: | list any contract management systems / software / standards in operation |
| Monitoring & evaluation: | list any M&E systems / software / standards in operation |
| Reporting: | list any reporting systems / software / standards in operation |
| Financial management: | list any financial management systems / software / standards in operation |
| Risk management: | list any risk management systems / software / standards in operation |
| Records management: | list any records management systems / software / standards in operation |
| Staff training: | list routine staff training supplied |
| Codes of conduct | list any codes of conduct which apply to the organisation / staff |

| 9. Occupational Health & Safety (OHS) | | | | |
|---|-----|--|----|--|
| Health & Safety Management: | | | | |
| Do you have a written health & safety policy? | Yes | | No | |
| Do you have an employee participation scheme for dealing with health & safety issues? | Yes | | No | |
| Is formal health and safety training given to employees? | Yes | | No | |
| Records: Which of the following safety records do you maintain? | | | | |
| - Accident Register (as required by Health & Safety Act)? | Yes | | No | |
| - Hazard Register? | Yes | | No | |

| | | | | |
|--|-----|--|----|--|
| - Hazard information? | Yes | | No | |
| History: Have you received health and safety award/s? | Yes | | No | |
| If yes provide details: | | | | |
| Have you had health and safety related notice/warning/fine/prosecution? | Yes | | No | |
| If yes provide details: | | | | |
| Health & safety procedures: | | | | |
| Do you have an emergency procedures plan? | Yes | | No | |
| Are formal hazard assessments carried out and recorded? | Yes | | No | |
| Is there always an investigation into any accident that results in harm, or could have resulted in harm? | Yes | | No | |
| Are vehicles and equipment regularly inspected, tested, examined and maintained? | Yes | | No | |

10. Referees

Please supply the details of three referees who have relevance to your Application to operate a PSKH. Include a summary of the nature of the relationship they have held with you and when. Please do not provide the Ministry of Education or any of its employees as referees.

| | |
|-----------------------|--|
| Referee #1 | |
| Name of organisation: | |
| Name of referee: | |
| Address: | |
| Telephone: | |
| Email: | |
| Relationship: | summarise the nature of the relationship with this referee |
| when: | state the dates that this relationship covers |

| | |
|-----------------------|--|
| Referee #3 | |
| Name of organisation: | |
| Name of referee: | |
| Address: | |
| Telephone: | |
| Email: | |
| Relationship: | summarise the nature of the relationship with this referee |
| when: | state the dates that this relationship covers |

| Referee #3 | |
|-----------------------|--|
| Name of organisation: | |
| Name of referee: | |
| Address: | |
| Telephone: | |
| Email: | |
| Relationship: | summarise the nature of the relationship with this referee |
| when: | state the dates that this relationship covers |

3 PURPOSE AND GOALS

The statement of Purpose and Goals should act as your executive summary and describe why you want to establish your particular PSKH in this area, its distinctive purpose and how it will support student achievement. The statement of Purpose and Goals should be reflected through all sections of your application and later sections must demonstrate that it is both deliverable and affordable.

3.1 Objective

The Statement of Purpose and Goals is the driving force behind all other components of the application. It should clearly convey that all elements of the school's educational business and operational plans are in alignment and all outcomes are linked to your Statement of Purpose and Goals.

Performance goals need to reflect how the school will contribute to the relevant targets developed by the Ministry of Education in response to the Government's Better Public Service goals for education. That is (for example):

1. Increase the proportion of learners achieving literacy and numeracy standards;
2. 80% of schools will be demonstrating highly inclusive practices for learners with special education needs with 20% demonstrating good practice; and
3. 85% of learners achieving NCEA Level 2 by 2017.

Successful Applicants will also demonstrate that they have the desired cultural capability to work in ways that value and validate the identities, languages and cultures of the priority groups. And that they remain committed to further developing this capability to ensure it becomes the foundation by which they become highly effective in the delivery of the contracted outcomes.

3.2 Questions

1. Provide a detailed statement of purpose and goals that:
 - a) describes your distinctive mission/vision and detail how it will enable student engagement and achievement and why you are proposing to open this school;
 - b) defines the school's performance goals and detail how these will be achieved and measured; and
 - c) outlines what you believe to be the key advantages of your application and how they will meet or exceed the outcomes described in 1(b) above.

3.3 Response

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 3, Question 1.

4 EDUCATIONAL PLAN

4.1 EDUCATIONAL FOCUS

4.1.1 Objective:

The Educational Plan is the heart of your application. It must show how each element serves to reflect the school's purpose and allows performance goals to be met.

The plan must describe the structure of your school and the experience that students will have there. It must also show how the school intends to evaluate the performance of both individual learners and the school as a whole.

Your target student population must be clearly identified and plans for engaging with the Government's priority groups and parents, family/whānau and community are clearly identified and achievable.

The school's learning environment and teaching practices will be designed to match the educational needs of the proposed student population and lead to success for the Government's priority groups. The school self review processes should be linked to, and reflective of, best practice and ensure ongoing development and improvement.

Reviewers will expect that the proposed approach to monitoring student progress and achievement will align with the school's stated purpose and goals.

4.1.2 Questions:

Part A - Proposed student population and educational need

1. Provide a profile of the student population you expect at your school e.g. year level, ethnicity, gender, roll numbers.
2. Provide detail on the following:
 - a) the relationship between the student population to be served and the intended geographic location of the school;
 - b) how the school will be able to provide improved outcomes for Māori, Pasifika, students with special education needs and students from low socio-economic backgrounds when compared with current provision in the area served by the school;
 - c) describe the educational needs of students the school intends to enrol and identify the barriers that exist between them and educational achievement; and
 - d) how you propose to attract these students.

Part B - Curriculum

3. Describe
 - a) the curriculum that your school will use. If this is not the New Zealand Curriculum (NZC) or Te Marautanga o Aotearoa (TMOA) please explain why you chose this curriculum, explain how it aligns with the key elements of one of these documents and provide details of the curriculum by way of appendix; and
 - b) detail how your chosen curriculum will be delivered at each year level in your proposed school.
4. Set out the rationale for your chosen curriculum and demonstrate how it will meet the needs of the proposed student population, whilst having an ambitious approach to meeting those needs.

5. Set out clear plans for transition between phases of education and (if relevant) employment.

Part C - Learning environment and teaching

6. Describe your proposed instructional methods, including at a minimum:
 - a) any distinctive instructional approaches you propose to be employed;
 - b) how these methods will provide students with knowledge, proficiency and skills needed to perform at high levels; and
 - c) help produce the educational outcomes anticipated in the school's goals.
7. Explain how your description of the proposed school's Learning Environment, Teaching and Curriculum will support the engagement and achievement of Māori, Pasifika, students with special education needs and students from low socio-economic backgrounds.
8. Explain how the proposed school's Learning Environment, Teaching and Curriculum will address the specific needs and barriers identified above.
9. Outline the school's planned self review processes.

Part D. Student progress and achievement

10. State which qualifications will be offered by your school if it is a secondary or composite school.
11. Detail tests, measures, or other assessment and/or aromatawai tools that you propose to use explaining at a minimum:
 - a) how student progress and achievement will be measured, tracked and reported; and
 - b) how assessments and/or aromatawai will be used to tailor instruction to student needs and improve student outcomes.

4.1.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 4, Question 1, Question 2 etc.

4.2 SUPPORT FOR LEARNING

4.2.1 Objective:

To furnish the evaluators with details of your proposed vision and plans covering:

- management of engagement with parents, whānau and community in which the PSKH will operate;
- the type of culture that you will seek to establish and how this will be implemented;
- the development of your people and how they will be involved in the design of this; and
- provision of a safe learning environment for all students.

4.2.2 Questions:

Part A – Parent / Family / Whānau / Community involvement

1. Describe how you propose your school will:
 - a) work with students, parents, families/whānau and community to promote high attendance levels, school-wide;
 - b) develop family-school partnerships that focus on strengthening support for learning, improving communication, and encouraging parent/family/whānau involvement in school operations;
 - c) work with parents/families/whānau and community so they have the information and training they need to better support and become more involved in the learning process; and
 - d) Communicate to parents/families/whānau and community informing on the school's yearly progress and achievements.

Part B – Community Participation

2. Describe the relationship the school intends to build with community agencies and organisations that serve students who attend the school.
3. Discuss any commitments that the school has made for partnerships or other relationships with community organisations or individuals that would enrich the learning opportunities for students attending the school.

Part C – School Organisation and Culture

4. Describe the principles of how the school will be organised and how this will support student learning.
5. Describe in sufficient detail your proposed school calendar, the daily hours of operation, the number of timetables, and the way the school day and year will be organised for instruction, assessment and/or aromatawai, independent study, professional development, parent-teacher conferences and extra or co-curricular activities.

Part D – Safe Learning Environment

6. Describe the school's philosophy and methodology regarding student behaviour, discipline and participation in school activities.
7. Describe your strategy, policy and procedures that will ensure the school is a safe, orderly, and drug-free environment where both teachers and students can feel secure and where effective learning can take place (in line with the provisions under the Education Act and any other applicable Acts).

Part E – Professional development for teachers, administrators and other school staff

8. Detail your proposed professional development plans for teachers, administrators and other school staff, including:
 - a) how the sponsors and/or the management team will be involved in the design and identification of such opportunities;
 - b) the support and mentoring for any staff that are not registered teachers; and
 - c) how this will enable the school to meet the needs of priority students.

4.2.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 4, Question 1, Question 2 etc.

5 BUSINESS PLAN

5.1 Objective:

In this section you need to demonstrate how your school will be managed, and students recruited, accommodated, and funded. You need to assure us that your school will be financially viable within the funding available and has the appropriate capability and capacity to establish and operate a publicly-funded school.

If your organisation is an existing independent school applying to become a PSKH you must show that it has a good track record of financial management and explain any existing issues which could impact on it becoming a PSKH. Please attach this information as an Appendix.

5.2 Questions:

Part A – Governance, Management, and Administration

1. Describe your proposed structures and design rationale covering:
 - a) Governance;
 - b) Management;
 - c) Administration; and
 - d) Subcontract arrangements (if applicable).
2. Clearly describe the relationships between the Sponsor organisation(s) and the school leadership (including governance body) and your proposed strategies to manage this.
3. Describe the nature and extent of teacher, parent/family and student input to decisions that affect the school.

Part B – Planning and Establishment

4. Provide a detailed implementation and establishment plan which covers the period from gaining approval to the end of the 2014 school year.

Part C – Finance

5. Detail your proposed financial plan demonstrating how it will ensure the availability of funds throughout the year.
6. Provide in a separate Microsoft Excel workbook a detailed and itemised financial forecast for the first three years of the contract, in terms of what funding you consider will be required to operate your PSKH. List the assumptions and basis of calculations alongside each of the cost areas.
7. Describe any funding (additional to funding to be provided by the Crown) that is to be provided to the school, including:
 - a) what you propose this funding will be used to provide; and
 - b) What the nature of the relationship between the school and the funder will be.
8. Describe your proposed:
 - a) financial management and internal accounting procedures for the school, including controls that will be put in place to ensure appropriate fiscal accountability;

- b) provisions for conducting annual audits of the financial operations of the school; and
- c) types and levels of insurance that you propose as required to operate a PSKH.

Part D – Facilities

9. Describe your proposed facilities covering:
 - a) where you propose the school will be located when it opens;
 - b) the type of property arrangement and the terms of the tenancy (if applicable);
 - c) if a permanent site has been identified, how this site would be a suitable facility for the proposed school, including any plans to renovate; or
 - d) if a permanent site has not been identified, your present options for the school site, including a timetable for identifying and acquiring a facility;
 - e) if proposing to convert an existing public school, what renovations are planned and whether any capital improvements will be required; and
 - f) your financing plans for acquisition and renovation of a facility.
10. Describe your proposed strategies for asset management and maintenance of your proposed facility, including assurance processes that ensure applicable codes and standards are maintained for the term of the Agreement.

Part E – Enrolment and School Marketing

Outreach to the community

11. Describe how the school and its program will:
 - a) be publicised throughout the community;
 - b) how the school will target parents/family/whānau who may not be engaged in their child's learning;
 - c) identify and develop relationships with community organisations that can assist in engagement with parents/family/whānau; and
 - d) if proposing to convert an existing school, the nature and medium to advise the community of the proposed conversion.

Future expansion and improvements

12. Describe your proposed enrolment targets for each age/year level for the first five years of operation. If targets reflect an increasing enrolment describe plans for expanding school facilities, attracting additional qualified staff, and acquiring other resources needed to serve a larger student body.

Part F– Other

13. Describe all non-property facilities that will be provided by the school, and how they will be included in teaching and learning practices.

5.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 5, Question 1, Question 2, etc.

6 OPERATIONS PLAN

6.1 Student Policies and Procedures

6.1.1 Objective:

To provide the evaluators with details that demonstrate your organisation's capability to operate a PSKH; and to show that your enrolment policy commits to a fair and transparent enrolment process which aligns with the stated purpose and goals of the school and ensures the requirements of the Bill are met.

The timeline for registering and enrolling students must allow all students in the target population fair and reasonable opportunity to submit an enrolment application.

6.1.2 Questions:

Part A - Timeline for registering and enrolling

1. Outline your enrolment policy and describe your proposed timeline for registering and enrolling students for the 2014 school year.

Part B - Policies and procedures for withdrawal, suspension and expulsion of students

2. Describe the suspension, expulsion and other disciplinary policies and procedures of the proposed school, and the criteria for making decisions on such matters, demonstrating how this aligns with the terms of the Bill, Section 158U and the Ministry of Education's Stand-downs, Suspensions, Exclusions And Expulsions Guidelines.

Part C – Grievance Process

3. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

6.1.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 6, Question 1, Part B Question 1 etc.

6.2 Personnel

6.2.1 Objective:

To provide the evaluators with details of:

- the Applicant's key personnel and/or Partners who will collectively be accountable for the delivery of the outcomes; and
- proposed resources, skills, qualifications and systems that will be used to manage the human resource component of the school.

6.2.2 Questions:

Part A - Key leadership roles

1. Provide in a table the names and qualifications of persons that will hold key leadership roles in the school. Provide CV's (or position descriptions for positions which will need to be recruited) as an appendix to your Application.
2. Describe the standards that will be used in hiring teachers, administrators, and other school staff and the professional backgrounds, depth of experience and personal qualities that you will seek in teachers and other school staff and how these qualities will help the school implement its vision and achieve the stated goals.

Part B - Qualifications of school staff

3. Indicate the number or percentage of teaching positions that you propose must be filled by registered teachers or holders of a Limited Authority to Teach (LAT).
4. Describe the employment process that will be used to achieve the desired quality of staff and controls you will apply to ensure that background checks, including Police vetting, are conducted on all school personnel, including volunteers and contractors, prior to the beginning of their employment or service.

Part C - Staffing Plan

5. Provide your proposed staffing plan describing the anticipated number of staff members, their positions, and the optimal student: teacher ratio.

Part D – Employment Policies

6. Describe policies regarding salaries, contracts, hiring and dismissal, evaluation of staff, benefit plans, and other matters related to staffing. Attach applicable policies as an appendix to your application.

Part E - Volunteers and contractors

7. If you propose to use volunteers and/or contractors, describe:
 - a) the possible roles;
 - b) how volunteers and/or contractors will be organised to accomplish the school's mission and goals; and
 - c) how they will be identified, vetted and trained.

Part F - Performance Management and Appraisal

8. Describe how your teaching practices will be assessed, including appraisal processes.

6.2.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 6.2, Question 1, Question 2 etc.

6.3 Legislative and Health & Safety

6.3.1 Objective:

To ensure that the PSKH you are proposing meets all of the legislative and occupational health and safety requirements.

6.3.2 Questions:

Part A – Health and Safety

1. Detail how the school proposes to meet and maintain the required health and safety standards.
2. Describe your proposed actions to ensure the safety of students and staff at all times.

Part B – Records and Information Management

3. Describe your proposed systems for:
 - a) recording enrolment, attendance and achievement; and
 - b) maintaining school records to provide any information required by the Government.

6.3.3 Response:

Provide your response to the questions in the same order and using the exact same numbering sequence. i.e. Section 6.3, Question 1, Question 2, etc.

7 Acceptance of Draft Agreement

The Crown's commercial position is reflected in the draft Partnership Schools | Kura Hourua Key Agreement Terms and Principles attached as Schedule 1 to this RFA (the **Draft Agreement**).

The Draft Agreement is indicative of the clauses to be included in, and the structure of, the final Contract. However, the clauses in the Draft Agreement are not necessarily in their final form although they do give an indication of the Crown's commercial position in relation to each clause. The Draft Agreement also notes that there are some final positions that may need to be reflected in the final Contract that are still under consideration.

Clause 1 of the Draft Agreement provides an introductory 'road map' summary of the Draft Agreement to assist in understanding how the Draft Agreement is structured.

The Crown may amend or add to the terms in the Draft Agreement prior to execution as the terms of the Draft Agreement are refined or to include necessary detail from the Sponsor's proposal. The population of the Schedules is one key area of the Draft Agreement that will need to be completed as a result of the Sponsor's proposal. This will occur during the contract negotiation phase if an Applicant is invited to enter into commercial negotiations with the Crown.

Each Applicant is asked to confirm its acceptance of the Draft Agreement. If you would not be prepared to enter into the Draft Agreement in the form attached, please include in your proposal the amendments you require to the form of contract and the reasons you are requesting them, propose an alternative position that would protect the interests of both parties and confirm that all the other clauses in the agreement are acceptable.

| Clause number | Detailed explanation of why the clause is unacceptable | Proposed new position that protects the interests of both parties |
|---------------|--|---|
| | | |
| | | |
| | | |

The Crown will, in its absolute discretion, take such proposed amendments into account during the evaluation process, but the Minister is under no obligation to accept any such proposed amendments.

Should an Applicant be selected to proceed to contract negotiations, only those provisions identified as requiring amendment in the Application and any entirely new provisions that the Minister may introduce as forming part of the final Contract can be the subject of contract negotiations. Any attempt by any Applicant to raise new or different issues may result in the Minister terminating contract negotiations with that Applicant.

8 Assumptions, Risks and Caveats

Requirement: Please provide a table that lists ALL noted assumptions, risks and caveats made throughout your proposal.

| Reference | Type (A / R / C) | Subject | Comment |
|-----------|------------------|---------|---------|
| 1 | | | |
| 2 | | | |

9 Applicant Declaration

Each Applicant is required to complete the following Declaration. For joint or consortium Applications each party must complete a separate Declaration.

| Declaration | | |
|---|---|-------------------------|
| Topic | Requirement | Applicant's declaration |
| RFA response: | The Applicant has prepared this application independently to operate a PSKH. OR jointly with [insert name of Applicant#2] OR in consortium with [insert names of consortium Applicants] | agree / disagree |
| RFA terms: | The Applicant has read and fully understands this RFA, and the RFA terms in Part Three of this RFA, and agrees to be bound by them. | agree / disagree |
| Collection of further information: | The Applicant authorises the evaluators to: <ul style="list-style-type: none"> a. collect any information about the Applicant, from any relevant third party, including a referee, or previous or existing client b. to use such information in the evaluation of the Applicant's Application. | agree / disagree |
| Objectives and Requirements: | The Applicant has read and fully understands the nature and extent of what is required by the Ministry and the Minister as described in part one and two of this RFA. The Applicant has the necessary capacity and capability to fully meet or exceed the deliverables in the operation of a PSKH and will be available to operate their PSKH throughout the proposed contract period. | agree / disagree |
| Contract terms and conditions: | The Applicant has read and fully understands and accepts the Agreement terms and conditions as stated in our proposed conditions of contract or has completed the table of proposed contract derogations in the form set out in paragraph 7 of this Part Two of the RFA. If successful, the Applicant agrees to sign a contract based on these terms and conditions. | agree / disagree |
| Conflict of interest: | The Applicant warrants that it has no actual, potential or perceived conflict of interest in submitting this Application, or entering into a contract to operate a PSKH. Where a conflict of interest arises during the RFA process the Applicant will report it immediately to the Contact Person. | agree / disagree |
| Ethics: | The Applicant warrants that in submitting this Application it has not: <ul style="list-style-type: none"> a. entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor | agree / disagree |

| | | |
|--|--|-------------------------|
| | <ul style="list-style-type: none"> b. directly or indirectly, approached any representative of the Minister, Ministry or the Board to lobby or solicit information in relation to the RFA (except where allowed for during the Clarification period). c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Minister, Ministry or the Board. | |
| Offer validity period: | The Applicant confirms that this Application remains open for acceptance for a period of 180 days from the Closing Date. | |
| Applicant interview | The Applicant acknowledges that if requested, the Applicant will be available to attend an interview in Wellington at a location to be determined by the Board over a one week period, with time slots given on a first-in first-served basis. | agree / disagree |
| Declaration: | <p>The Applicant declares that in preparing this Application it:</p> <ul style="list-style-type: none"> a. has provided complete and accurate information in all parts of the Application, in all material respects b. has secured all appropriate authorisations to submit this Application and is not aware of any impediments to its ability to enter into a formal contract to deliver the outcomes. <p>The Applicant understands that should it be successful in being awarded a contract with the Minister then the falsification of information, supplying misleading information or the suppression of material information in relation to this RFA will be grounds for termination of the contract.</p> | agree / disagree |
| <p>DECLARATION</p> <p>This Application has been approved, and is signed by, a representative of the Applicant who has the authority to do so. This representative is named below.</p> <p>This representative declares that the particulars provided above and in the attached Application documents are accurate, true and correct.</p> | | |
| Signature: | | |
| Full name: | | |
| Title / position: | | |
| Date: | | |

10 Applicant Check List

A check list is included below, for your reference only.

| Action Required | Done |
|--|---|
| 1. Submit the Intent to Respond Notification (Application Section 1) to applications@partnershipschools.education.nz by 5:00 PM Friday 22 nd March 2013 | |
| 2. Submit all questions requiring clarification (if required) by 5:00pm, Friday 5 th April 2013 | |
| 3. Complete all required sections of the application. | |
| 4. Nominate and provide details on 3 suitable referees | |
| 5. Submit your CD Rom / memory stick and paper copies of the following documents by 12:00 (Noon) Tuesday 16 th April 2013 | |
| | <p>Seven paper copies of your Application in a Word format (with at least one copy unbound and/or stapled)</p> |
| | <p>One paper copy of the Excel spread sheet containing your commercial information/financial details</p> |
| | <p>One CD Rom or memory stick containing an electronic copy of each of the sections of your response</p> |
| | <p>Applicant declaration of compliance</p> |

PART THREE – STANDARD TERMS

Notice to all Applicants

The Education Amendment Bill sets out the legal framework for Partnership Schools | Kura Hourua and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for Partnership Schools | Kura Hourua is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry of Education reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

1 Introduction



This document contains the Request for Application (RFA) standard terms which outline the process and rules that apply to this RFA.

2 Process overview

The following flow chart provides the generic RFA process overview. The actual process and specific dates are contained in Part 1 – Section 2 Next Steps



3 Preparing an Application (Summary)



3.1 Preparing your Application

1. Applications must follow the format set out in this RFA - Part One Section 8 – Guide to completing the Application. Applicants must provide in their Application all of the information requested, and in the format specified in this RFA or in response to any clarification question.
2. Please print Applications double-sided if possible. Please minimise the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and binding materials. Two-ringed binders, glued materials, paper clips and staples are acceptable. Applications should be submitted in a format which allows for easy removal and recycling of materials.
3. Failure to provide all of the information requested may result in the Application being rejected as non-conforming.



3.2 Clarification Period

4. Each Applicant must satisfy itself as to the interpretation of the RFA, and should, if there is any perceived ambiguity or uncertainty in the RFA documents, seek clarification.
5. During the period from the date the RFA is issued to the deadline for Applicants' questions, stated in the RFA – Part One Section 6 (paragraph 6.6) (Clarification Period ends), Applicants may seek clarification on any matter regarding the RFA or request additional information from the Contact Person.



3.3 Joint Applications

6. Applicants may submit collaborative or joint Applications, so long as the requirements of this RFA are met. Any joint Application must clearly identify:
 - a) all of the parties who are submitting the joint Application;
 - b) the nature of the relationship between the parties for the purpose of the joint Application;
 - c) confirmation that all parties are committed to the relationship and the joint Application;
 - d) the specific parts of the Requirements each party will be responsible for delivering
 - e) which party, parties or other legal entity will ultimately be the Sponsor for the purposes of the agreement to be entered into with the Minister;
 - f) the structures set up by the parties that support good governance and accountability and financial and contract management; and
 - g) be signed by all parties.
7. In evaluating a joint Application the Ministry or the Board may take into

account any complexity or risk presented by a joint Application.

8. A joint Application must be a genuine joint venture with the services to be performed for the operation of a Partnership School | Kura Hourua being provided on a joint and fully integrated basis.



3.4 Language and price

9. Applications must be in English and prices must be quoted in New Zealand dollars exclusive of goods and services tax (GST).

3.5 Application costs

10. Each Applicant must meet all of its own costs associated with the preparation and presentation of its Application and any negotiations.

3.6 Offer validity period

11. Applications shall remain valid and open for acceptance for a period of one hundred and eighty (180) days as calculated from the Closing Date.

4 Standard Terms

The Request for Application (RFA) standard terms are set out in this paragraph 14 as follows. They are referenced in Part Two, Section 9 (Applicant Declaration) of this RFA. This RFA process is subject to the following Terms.

4.1 Basic requirements

4.1.1 Terms

1. This RFA, including all Schedules, sets out the terms upon which Applicants may submit Applications. These terms are non-negotiable.
2. Any suitably qualified and experienced Applicant may submit an Application in response to this RFA.
3. Each Applicant should carefully read this RFA to ensure that its Application complies with the terms. By submitting an Application the Applicant accepts that it is bound, without reservation or variation, by the terms set out in this RFA.
4. The Ministry is not required to accept any Application for evaluation that does not comply with these terms.

4.1.2 Indicative timeline

1. The indicative timeline for this RFA is stated in the RFA – Part One Section 6 (paragraph 6.6). Please note that these dates and times may be subject to change at the sole discretion of the Ministry. The Ministry will notify Applicants of any changes to these dates or times by notice posted on GETS or by contacting each Applicant directly.

4.1.3 Contact Person

1. All enquiries regarding this RFA must be directed to the Contact Person, whose details are provided in the RFA – Part One Section 6 (paragraph 6.4). The Ministry requests that email be used for all communications in relation to this RFA.
2. Only the Contact Person, and any person authorised by the Contact Person, are authorised to communicate with Applicants regarding any aspect of this RFA. Where an Applicant has an existing contract with the Ministry then business as usual communication, for the purpose of that contract, will continue using the usual contacts. Applicants must not use business as usual contacts to attempt to lobby the Ministry or the Board, solicit information or discuss any aspect of this RFA. The Ministry reserves the right to disqualify an Applicant from further participation in this RFA process if the Applicant acts in a way that is not in accordance with this paragraph 4.1.3.
3. The Ministry will not be bound by any written or oral statement made by any person, other than the nominated Contact Person.
4. The Ministry may change the Contact Person at any time. The Ministry will notify Applicants of any such change by posting a notice on GETS or by contacting each Applicant directly.

4.1.4 Applicants' obligations

1. Each Applicant will be considered to have:
 - I. examined the RFA and any documents referenced in the RFA and any other information provided by the Ministry;

- II. considered all of the risks, contingencies and other circumstances relating to the operation of a PSKH and included adequate provision in its Application to manage such risks and contingencies; and
- III. obtained independent advice (including legal and accounting advice as required) before making a decision to submit an Application;
- IV. satisfied itself as to the correctness and sufficiency of its Application;
- V. listed any assumptions made in putting forward its Application; and
- VI. provided all referees/references requested by this RFA at the time it submits its Application.

4.1.5 Ethics

1. Applicants must not, in relation to any representative of the Board, Ministry or the Minister's Office, directly or indirectly:
 - i. approach, contact, lobby or solicit information concerning any aspect of this RFA; or
 - ii. attempt to influence, or provide any form of personal inducement, reward or benefit.
2. A representative of the Board, the Minister's Office or the Ministry includes any employee, consultant, contractor or advisor engaged by the Board, the Minister or the Ministry. Any Applicant, who attempts to do anything prohibited by the above clause, will be immediately disqualified from this RFA process.

4.1.6 Anti-collusion

1. In submitting an Application each Applicant is required to provide a warranty that its Application has not been prepared with consultation, communication, contract, arrangement or understanding with any other Applicant (unless for a collaborative joint venture, consortium or sub-contracting purposes).
2. Applicants must indicate if they intend any person or organisation, who is not an employee, to sub-contract or enter partnering arrangements to provide any of the services that relate to the operation of the PSKH. The partner/sub-contractor's details including the services they are responsible for must be provided.
3. The Ministry reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Applicants to the appropriate authority and to provide that authority with any relevant tender information.

4.1.7 Confidentiality

1. Subject to sub-paragraph 3 of this paragraph 4.1.7 the Ministry, and each Applicant, will keep confidential all Confidential Information provided by the other. Other than as contemplated under sub-paragraph 3 below of this paragraph 4.1.7, no Confidential Information will be provided to a third party without the other's prior written consent.
2. Where an Application contains information, such as intellectual property, that an Applicant considers should be held as confidential, the Applicant must clearly identify the information and mark it 'confidential' or 'commercially sensitive'. The Applicant may be asked by the Ministry to indicate the reason why such information should be held as confidential.
3. Applicants acknowledge that the Minister (and any other Minister of the Crown), the Ministry and the Board's obligations under the above clause are subject to the requirements imposed by statute (e.g. Official Information Act 1982, the Privacy Act 1993) and parliamentary convention. The Ministry's obligation to keep the Applicant's information confidential will not be breached if the information is disclosed by the Ministry to the appropriate authority because of suspected collusive, or anti-competitive tendering behaviour.

5 Preparing an Application

5.1 Clarification Period

1. Each Applicant must satisfy itself as to the interpretation of the RFA, and should, where there is any perceived ambiguity or uncertainty in the RFA documents, seek clarification.
2. During the period from the date the RFA is issued to the deadline for Applicants' questions, stated in the RFA Part One– Section 6 (paragraph 6.6) (Clarification Period ends), Applicants may contact the Contact Person to request clarification of any matter regarding the RFA or to request additional information.
3. All such requests must be made by email to the nominated Contact Person whose details are provided in the RFA Part One - Section 6 (paragraph 6.4). When sending an email the Respondent should request a 'read receipt'. Please allow a reasonable period of time for the Ministry to respond to a request. Requests will be dealt with by the Ministry during standard Business Days and hours.
4. The Ministry is not required to respond to any request received after the Clarification Period, although it reserves the right to do so.
5. If the Ministry considers a request to be of sufficient importance to all Applicants, it may post a copy of the request (without identifying the Applicant) along with the answer on GETS or provide this to each Applicant directly. In deciding whether or not to publish the question and answer the Ministry will take into account the risk of disclosing information which may be commercially sensitive to an Applicant's business, such as Intellectual Property Rights. Otherwise, the Ministry may respond directly to individual Applicants where it considers it desirable to do so.

5.2 Preparing a Proposal

1. Applications must follow the format set out in the relevant templates in Part Two of this RFA (as described in Part One Section 8). Applicants must provide all information requested in this RFA in their Proposal, and in the format specified in this RFA or in response to a request for clarification.
2. Failure to provide all information required by the Ministry may result in the Application being rejected as being non-conforming.
3. Please print Applications double-sided. Please minimise the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and binding materials. Two-ringed binders, glued materials, paper clips and staples are acceptable. Applications should be submitted in a format which allows for easy removal and recycling of materials.

5.3 Joint Applications

1. Applicants may submit joint Applications, so long as the requirements of this RFA are met. Any joint Application must clearly identify:
 - i. all of the parties who are submitting the joint Application;
 - ii. the nature of the relationship between the parties for the purpose of the joint Application;
 - iii. confirmation that all parties are committed to the relationship and the joint Application;

- iv. the specific parts of the service each party will be responsible for delivering;
 - v. which party, parties or other legal entity will ultimately be the Sponsor for the purpose of the agreement to be entered into with the Minister;
 - vi. the structures set up by the parties that support good governance and accountability and financial and contract management; and
 - vii. be signed by all parties.
2. In evaluating a joint Application the Ministry and the Board may take into account, in its evaluation, any complexity or risk presented by a joint Application.
 3. A joint Application must be a genuine joint venture with the services to be performed for the operation of a PSKH being provided on a joint and fully integrated basis.

5.4 Language and price

1. Applications must be in English and prices are to be quoted in New Zealand dollars exclusive of goods and services tax (GST).

5.5 Application costs

1. Each Applicant must meet all of its own costs associated with the preparation and presentation of its Application and any negotiations.

5.6 Offer validity period

1. Applications shall remain valid and open for acceptance for a period set out in the RFA – Part One Section 6 (paragraph 6.8) as calculated from the Closing Date.

5.7 Reliance on the Application

1. Each Applicant must ensure that all information provided to the Ministry is complete and accurate. The Ministry is entitled to rely upon all information provided by an Applicant in its Application and in any correspondence or negotiations with the Minister, or the Minister's representatives.
2. If the Applicant discovers or is notified of any errors, omissions or inaccuracies in its Application and the correction of such errors, omissions or inaccuracies would not result in a material change to the Application, the Applicant will notify the Ministry of any correction required. The Ministry is not required to take the correction into account when evaluating the Application, but may do so if it so chooses.

5.8 Ownership of documents

1. All documents forming the Application will, when delivered to the Ministry, become the property of the Ministry. Applications will not be returned to Applicants at the end of the process.
2. Ownership of Intellectual Property Rights does not pass on an Application being delivered to the Ministry. However, the Applicant grants to the Ministry a license to retain, use, disclose and copy information contained in the Proposal for any purpose related to this Application process.
3. This RFA and any other documents supplied by the Ministry to the Applicants, remain the property of the Ministry. Each Applicant may only distribute this RFA to the extent necessary for the purposes of preparing its Application.

6 Submitting an Application

6.1 Submitting an Application

1. Applications must be presented and submitted to the Ministry in the manner set out in the RFA – Part One - Section 8.
2. Applications must be delivered to the Ministry by the deadline for Applications (Closing Date) stated in the RFA – Part One Section 6 (paragraph 6.6).
3. Once submitted, an Application is irrevocable for 180 days from the Closing Date, and may not be withdrawn or modified during that period except with the Ministry's written consent.
4. The Ministry accepts no responsibility for Applications delivered to the wrong address, or which, for whatever reason, are not received.
5. The Ministry will acknowledge receipt of each Application by email.
6. By submitting an Application each Applicant warrants that all information provided by it to the Ministry, is complete and accurate in all material respects. Each Applicant also warrants that the provision of that information, or its use by the Ministry, will not breach any third party Intellectual Property Rights.
7. Where the Ministry has requested the Application in hard copies and an electronic copy, and there is a difference between the hard copy and the electronic copies, the hard copy will prevail.

6.2 No binding legal relations

1. Applications are submitted on the basis that no binding legal relations with the Minister or the Ministry are created unless, and until, a written contract between the Minister of Education and the Successful Applicant(s) is signed by both parties.

The Education Amendment Bill sets out the legal framework for PSKH and is currently being considered by the Education and Science Select Committee.

The Select Committee is due to report back to Parliament by 18 April 2013.

The application process for PSKH is subject to the passage of the Education Amendment Bill through the House of Representatives

No contracts will be entered into until this Bill becomes law.

The Minister or Ministry reserves the right to cancel this procurement process without notice or penalty, should the legislation be withdrawn or fail to be passed by Parliament.

6.3 Late Applications

1. The Ministry does not intend to accept any Application that it receives after the Closing Date, other than in exceptional circumstances.
2. In particular, the Ministry will not accept a late Application if it considers that:
 - i. there is any risk of collusion on the part of an Applicant or Applicants;
 - ii. the Applicant may have knowledge of the content of any other Application; and/or
 - iii. it would be unfair to any other Applicant (who has met all of the RFA terms) to accept the late Application.

3. The Ministry reserves the right to accept any late Application, where it considers that there is no material prejudice to other Applicants.

7 Evaluation of Applications

7.1 Evaluation

1. The Ministry and the Board comprise of members chosen for their relevant expertise and experience and make up the evaluation team. Applicants must not communicate with any member of the evaluation team.
2. The Ministry and the Board will evaluate each Application in accordance with the methodology set out in Evaluation of Applications (RFA – Part One Section 7).
3. The Ministry and the Board may undertake due diligence relating to any Application at any time during the evaluation process. The Ministry and the Board may, at its sole discretion, invite independent advisors to evaluate any Application, or any aspect of any Application.
4. Applicants should note that, while the Ministry and the Board may conduct interviews, site visits and reference checks, it intends to base its evaluation primarily on the written Application submitted in response to this RFA. Applicants are therefore encouraged to submit their best and unconditional Applications in the first instance.

7.2 Clarification

1. The Ministry may request clarification and additional information from any Applicant about any aspect of an Application. The Ministry is not required to request the same clarification or information from each Applicant.
2. The Applicant must provide the clarification or additional information in writing and within the reasonable time notified by the Ministry. The evaluation team may take such clarification or additional information into account in evaluating the Application.
3. If an Applicant fails to respond adequately or in a timely manner to any request for clarification or additional information, the Ministry and the Board may cease evaluating the Application without further notifying the Applicant.

7.3 Collection of further information

1. Each Applicant authorises the Ministry to collect any information (except commercially sensitive pricing information) from any relevant third parties (such as a referee or previous or existing client) and to use that information as part of its evaluation of the Application.
2. Each Applicant must ensure that all referees provided in support of its Application agree to provide a reference and are appropriately briefed on the Application. To facilitate discussions between the Ministry and the Board and referees, each Applicant waives any confidentiality obligations that would otherwise apply to information held by any referee, with the exception of commercially sensitive pricing information.

7.4 Shortlisted Applicant(s) Interviews

1. Following the initial evaluation process, the evaluation team may select one (or more) short-listed Applicants. The shortlisted Applicant will be notified and advised of the process and timeline for interviews.
2. Presentations will be held in Wellington at a location determined by the Ministry within the time periods noted in Part 1 Section 6 of this RFA.

3. Such notification does not constitute acceptance by the Ministry or the Board of the Application, or imply or create any obligation on the Minister to enter into negotiations with, or award a contract to any Preferred Applicant.
4. Each Applicant that is not a shortlisted Applicant will be notified that:
 - i. its Application has not been shortlisted; or
 - ii. its Application is currently not shortlisted but may be so if Applications that have been shortlisted turn out to be unsuitable.
5. At this stage in the process the Ministry does not intend to publicise the name of the Preferred Applicant(s).

7.5 Preferred Applicant(s)

1. Following the evaluation process and shortlisted Applicant presentations, the evaluation team may select one (or more) Preferred Applicants. Such notification does not constitute acceptance by the Ministry, Board or the Minister of the Application, or imply or create any obligation on the Minister to enter into negotiations with, or award a contract to any Preferred Applicant.
2. Each Application that is not a Preferred Applicant will be notified that:
 - i. its Application has been unsuccessful, or
 - ii. its Application is currently not preferred but may be so if an Application that is preferred turns out to be unsuitable.
3. At this stage in the process the Ministry does not intend to publicise the name(s) of the Preferred Applicant(s).

7.6 Negotiations

1. The selection of the Successful Applicant(s) will be influenced by the willingness of the Preferred Applicant(s) to negotiate any outstanding issues in a responsive and co-operative manner.
2. The Minister may discontinue negotiations with any Preferred Applicant at any time, for any reason and may select additional Preferred Applicant(s) at any time.

7.7 Successful Applicant(s)

1. On successfully completing negotiations and upon the Minister's agreement the Ministry will inform all other Applicants of the outcome and the name(s) of the Successful Applicant(s), if any.

7.8 Applicant debrief

1. Following the award of the Contract, the Ministry will provide a debrief by letter, email, phone or face to face meeting. The debrief will aim to:
 - i. provide the reasons why an Application was not successful;
 - ii. explain how the Application performed against the evaluation criteria;
 - iii. indicate the relative advantages/strengths of the successful Application(s); and
 - iv. answer any concerns or questions from the Applicant other than questions or concerns that relate to the content of another Applicant's Application.

8 General terms

8.1 Form of contract

1. Each Applicant agrees that any legally binding contract entered into between the successful Applicant and the Minister will be essentially based on the Draft Agreement set out in Schedule 1 of this Part Three (PSKH Key Agreement Terms and Principles).
2. An Applicant's acceptance, or otherwise, of the contractual terms and conditions set out in Schedule 1 of this Part Three is one of the criteria that the Ministry and the Board will take into account when evaluating Applications.
3. The Minister reserves the right to amend the Draft Agreement following negotiations with the successful Applicant.

8.2 Status of RFA / Application

1. Neither the RFA any Application, nor the RFA process shall create any legal relationship between the Board, the Minister and/or Ministry and an Applicant. This RFA process does not give rise to a process contract.
2. No contract shall arise between the Minister and an Applicant, until a formal written contract is signed by the Minister and the successful Applicant.
3. If there is any conflict, or inconsistency between the terms set out in this RFA and the terms contained in an Applicant's Application, the terms and conditions set out in this RFA shall prevail.

8.3 Ministry and Board's rights

1. In addition to any other term described in this RFA, the Ministry and/or the Board reserves the unrestricted rights, at any time, to:
 - i. not consider any Application;
 - ii. amend, suspend or cancel this RFA process, or any part of this RFA process;
 - iii. change any date in this RFA process on the proviso that any material change is notified to Applicants by a notice published on GETS or directly to each Applicant;
 - iv. delete, change or add to any requirement contained in the Requirements (RFA Part Two – Sections 3 to 6) prior to the Closing Date on the proviso that any material change is notified to Applicants by a notice published on GETS or directly to each Applicant;
 - v. reject or accept any non-compliant Application;
 - vi. reject or accept any alternative Application;
 - vii. reject or not consider any further information that the Applicant may provide that is received subsequent to the lodging of an Application;
 - viii. accept any Application for evaluation that is not received by the Closing Date;
 - ix. seek clarification of any Application;
 - x. re-invite Applications;
 - xi. re-issue the RFA;

- xii. take into account any relevant information that the Ministry may have in its possession and make enquiries of any person in order to assist in the evaluation process;
- xiii. not recommend to the Minister that the Minister should not enter into any contract with any Applicant or should enter into one or more contracts with any Applicant or Applicants;
- xiv. exclude any Applicant from this RFA process where the Applicant has breached a term of this RFA;
- xv. give whatever weight it considers appropriate to any policy or criteria relating to the participation in this RFA process or the evaluation of any Application;
- xvi. liaise or negotiate with any Applicant without disclosing this to, or doing the same with, any other Applicant;
- xvii. provide or withhold from any Applicant information in relation to any question arising in relation to this RFA process. Information will only be withheld if it is deemed unnecessary, is commercially sensitive to an Applicant, or is inappropriate to supply at the time of the request;
- xviii. deal separately with any divisible element/s of the Requirements (RFA Part 2 – Section 2), or any Application, unless the Application specifically states that those elements must be taken collectively; and
- xix. otherwise run this RFA process as it sees fit.

8.4 Conflict of Interest

1. Each Applicant must include a Conflict of Interest Declaration with its Application. Each Applicant must immediately inform the Ministry should a Conflict of Interest arise during the RFA process.

8.5 Public statements

1. Applicants must not issue any public statement in relation to this RFA, or any subsequent contract awarded, without the prior written approval of the Ministry or its nominated representative.

8.6 New Zealand law

1. The laws of New Zealand shall govern this RFA and each Applicant agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning this RFA, their Application or the RFA process.

8.7 Disclaimer

1. Whilst all reasonable care has been taken in compiling this RFA, the information and details are presented in good faith, no warranty (expressed or implied) is given by the Ministry as to the completeness or accuracy of the documents or information contained herein.

8.8 Involvement of Ministry officials

1. The Ministry and the Board reserves the right to seek and receive administrative support and advice from the Ministry officials (or officials in any other government department as required) in order to assist the Ministry and the Board to undertake any of its functions under this RFA.

9 Appendix 1 – Funding Information

The funding model has three parts:

1. Property support - including insurance, maintenance and funding for modernisation.
2. Operations and staffing resourcing - made up of a base grant and per student funding.
3. Centrally funded support to schools - provided on a per student basis.

In addition there will be one-off set up payments to assist with the establishment of the school.

Targeted funding will also be available where individual students or schools are eligible. Such payments could include English Speakers of other Languages; Māori Language Programme Funding; payments for isolated schools; transport assistance.

It is intended that all payments will be made to sponsors on a quarterly basis.

The following amounts are indicative only and are provided for the purposes of developing a high level budget.

Applicants are required to aggregate the amounts to arrive at a total amount of funding for the scenario they are considering (excluding targeted centrally funded support services such as transport assistance or Māori language programme funding). Choose the amount that is closest to your proposed roll.

Refer to **Part 1 – Section 3 Funding** for details on the key principles of the cashed up funding model.

1 Property support (per annum)

| Roll | Primary | Secondary | Yr 1-13 |
|------|-----------|-----------|-----------|
| 50 | \$60,232 | \$209,724 | \$96,428 |
| 100 | \$105,167 | \$339,157 | \$193,005 |
| 200 | \$189,710 | \$590,193 | \$385,862 |
| 300 | \$298,018 | \$745,112 | \$533,105 |
| 400 | \$372,590 | \$863,218 | \$641,866 |
| 500 | \$445,114 | \$977,491 | \$778,262 |

Please note that the amounts above may alter if a school is not proposing to reach its maximum roll in the first few years. Composite school (Yrs 7-13 and yrs 1-13) funding may also vary depending on the balance between the numbers of primary and secondary students enrolled.

2 Operations and staffing resourcing

2.1 Base grant (per annum)

| School type | Amount |
|-------------|-----------|
| Primary | \$145,854 |
| Secondary | \$997,044 |
| Yr 1-13 | \$332,427 |

Please note that the amounts above may alter if a school is not proposing to reach its maximum roll in the first few years. Yrs 7-13 funding may also vary depending on the balance between the numbers of primary and secondary students enrolled.

2.2 Per student funding (per annum)

Primary: \$4,671

Secondary: \$5,357

Composite schools with a mix of primary and secondary students should use these rates in relation to the numbers of primary and secondary students they propose to enrol.

3 Centrally funded support for schools

An annual per student amount of 'cashed up' funding that is a proxy for centrally-funded support to state schools (with the exception of support for high and moderate special needs students who will continue to receive support from existing services). This will be approximately \$276 per student.

4 One off set-up payments

This is intended to be made available in 2013 to assist with the setting up of the school.

| Roll | Primary | Secondary | Yr 1-13 |
|------|-----------|-------------|-------------|
| 50 | \$175,208 | \$451,385 | \$180,537 |
| 100 | \$254,469 | \$548,301 | \$265,027 |
| 200 | \$390,754 | \$742,132 | \$664,906 |
| 300 | \$493,034 | \$935,962 | \$820,702 |
| 400 | \$595,314 | \$1,129,793 | \$976,498 |
| 500 | \$697,594 | \$1,323,624 | \$1,132,295 |

10 Schedules

10.1 Schedule 1 - Our proposed conditions of contract

THE AGREEMENT TERMS AND PRINCIPLES FOR THE OPERATION OF A PSKH.