

# **Te Kawa Maiororo | Educational Regulatory Framework**



**Te Pūkenga**

## Table of Contents

Table of Contents.....	2
Part 1: Te Kawa Maiooro Framework.....	3
Part 2: Enrolment.....	5
Part 3: Recognising prior knowledge and skills.....	16
Part 4: Programme regulations.....	18
Part 5: Learning, Teaching, and Training.....	19
Part 6: Assessment.....	22
Part 7: Awards.....	32
Part 8: Graduation .....	35
Part 9: Glossary of Terms .....	36

## Part 1: Te Kawa Maiororo Framework

### 1.1. Structure of Te Kawa Maiororo

Te Kawa Maiororo is set out as follows:

- Part 1. Te Kawa Maiororo Framework
- Part 2. Enrolment
- Part 3. Recognising Knowledge and Skills
- Part 4. Programme Regulations
- Part 5. Learning, Teaching, and Training
- Part 6. Assessment
- Part 7. Awards
- Part 8. Graduation
- Part 9. Definition of Terms used across Te Pūkenga
- Part 10. Appendices

### 1.2. Purpose of Te Kawa Maiororo

- (1) Te Kawa Maiororo has been developed to ensure the integrity and quality of teaching, learning and assessment throughout Te Pūkenga and the integrity and quality of the qualifications and educational outcomes which ākonga achieve.
- (2) As a fit for purpose regulatory framework, Te Kawa Maiororo:
  - a. encourages excellence, ensuring the principles of Te Tiriti o Waitangi are reflected in educational practice.
  - b. ensures equity of opportunity, experience, and outcomes by consistently treating ākonga fairly, regardless of where and how they learn.
  - c. promotes a shared understanding of learning and delivery requirements and expectations of ākonga and kaimahi.
- (3) As a fit for the future regulatory framework, Te Kawa Maiororo outlines the overarching regulatory standard for Te Pūkenga while providing space for regional contexts. The regulatory framework encourages flexibility and responsiveness to the emerging education needs of Te Tiriti o Waitangi partners, community, and industry.

### 1.3. Scope of Te Kawa Maiororo

- (1) Except where noted, Te Kawa Maiororo applies to all Te Pūkenga ākonga and kaimahi and to all learning, teaching, research, and support activities delivered by and on behalf of Te Pūkenga. Additional regulations may apply and are detailed in the programme regulations and/or work-based learning training agreement. Where there is inconsistency between Te Kawa Maiororo and the programme regulations and/or training agreement, the programme regulations and/or training agreement prevail.
- (2) Te Kawa Maiororo is consistent with relevant New Zealand legislation. In the event of any inconsistency between Te Kawa Maiororo and legislation, the relevant legislative provisions prevail.
- (3) Where there are inconsistencies between Te Kawa Maiororo and business division regulatory and or policy frameworks, decisions are made by the delegated authority in discussion with Te Pūkenga quality team and taking into account the best interests of the ākonga.
- (4) Waivers or variations to provisions of Te Kawa Maiororo may be approved by the delegated authority in exceptional circumstances. Any provisions that are mandated by an external

regulatory body, New Zealand legislation, or the New Zealand Qualifications Authority (NZQA), e.g., English Language requirements, cannot be waived.

- (5) Delegated authorities are identified in the business division Delegations Register.

#### 1.4. Interpretation

- (1) In this regulatory framework:
- a. Any reference to Te Pūkenga means Te Pūkenga-New Zealand Institute of Skills and Technology and its business divisions.
  - b. The term ‘programme’ includes all Te Pūkenga education offerings including programmes delivering or leading to qualifications, courses, micro-credentials, and other packages of learning and formal or non-formal awards.
  - c. Defined terms are set out in Part 9 of this framework.
  - d. Any reference to gender includes all genders, and a reference to the singular includes the plural and vice versa.
  - e. Any references to ‘business division’ processes or procedures means the processes or procedures of the business division of Te Pūkenga that the ākonga is enrolled with or through.
  - f. Any reference to specific organisational units and/or roles is replaced by organisational changes that result in changed structures/titles, where the functions remain.
  - g. Unless the context otherwise requires, references to Parts and provisions are references to Parts and provisions in this framework.
  - h. Except where defined in this Regulatory Framework or where it is inconsistent with the context, words used mean the same as set out in [section 10 of the Education and Training Act 2020](#).

#### 1.5. Changes to Te Kawa Maiooro

- (1) Te Kawa Maiooro is governed and approved by Te Poari Akoranga, Te Pūkenga Academic Board, and is reviewed annually.
- (2) Te Pūkenga reserves the right to change its policies, procedures, and regulations at any time with the approval of Te Poari Akoranga.
- (3) Any such changes that affect ākonga and/or learning and delivery activities are included in published programme information and/or notified to all ākonga and kaimahi affected by the change.
- (4) The electronic version of Te Kawa Maiooro is the approved version and is available on Te Pūkenga websites.
- (5) Te Kawa Maiooro is effective from 1 January 2023.

## Part 2: Enrolment

### General

Te Pūkenga aims to enable broad access to its learning and delivery and is committed to providing barrier-free access and enrolment processes to all ākonga, and in particular to Māori, Pacific, Disabled, and other priority equity groups. Part 2 of Te Kawa Maiorooro covers work-based and provider-based learning for all ākonga, domestic and international.

### 2A: Enquiries, information, and identity verification

This section is for all ākonga enrolling or intending to enrol in Te Pūkenga.

#### 2.1. Information

- (1) Te Pūkenga provides prospective ākonga with complete and accurate information, to help them make well-informed decisions about study and training, including:
  - a. Programme information
  - b. Training agreements
  - c. Fees and course-related costs
  - d. Delivery mode(s)
  - e. Entry requirements and selection processes
  - f. Additional programme requirements where required, e.g., Police vetting; Ministry of Justice checks, drug testing; health checks
  - g. Opportunities for recognition of knowledge and skills
  - h. Ākonga support services
  - i. Further education pathways and employment options
  - j. How to withdraw from or defer study or take a leave of absence from a training agreement, and financial and other implications
  - k. Additional information as stated in the [Education \(Pastoral Care of Tertiary and International Learners\) Code of Practice 2021](#) and the [Code of Good Practice for New Zealand Apprenticeships](#)

#### 2.2. Application and enrolment support

- (1) Te Pūkenga is committed to an enrolment process that is timely, equitable, and characterised by good communication, and provides prospective ākonga with appropriate support through the application and enrolment processes.

#### 2.3. Advice about recognition of knowledge and skills

- (1) At the time ākonga apply, Te Pūkenga provides information on how knowledge and skills previously gained in formal and informal settings may be recognised, how to apply for recognition of knowledge and skills, and the recognition process.

#### 2.4. Verification of identity and eligibility

- (1) Te Pūkenga verifies ākonga identity and eligibility by data matching with Ministry of Education data (National Student Number) wherever possible. If this is not possible, the ākonga provides one of the following to a nominated Te Pūkenga staff member on request:
  - a. Original birth certificate or certified copy. For ākonga in work-based learning, an original or certified copy of a birth certificate issued after 1 January 1998.
  - b. Relevant pages of a current passport or an expired passport that has not been cancelled
  - c. Certificate of Citizenship
  - d. Certificate of Identity from Te Tari Taiwhenua Department of Internal Affairs
- (2) For ākonga in work-based learning, the following are also permitted:
  - e. Current NZ driver licence
  - f. Current NZ firearms licence
- (3) Where an ākonga is unable to obtain a birth certificate, a whakapapa statement signed by both the ākonga and a kaumātua or kuia may be accepted subject to the approval of TEC.
- (4) Ākonga who have changed their name provide one or more of the following as applicable:
  - a. Marriage Certificate
  - b. Dissolution of Marriage Certificate
  - c. Name Change Certificate (for ākonga whose births are not registered in New Zealand)
  - d. Statutory Declaration as issued by the Registrar of Births, Deaths, and Marriages
  - e. Birth Certificate.

## **2B: Work-based learning**

This section is for ākonga, including apprentices, whose principal learning activity is in a workplace and covered by a training agreement. 'Employer' includes volunteer organisations and owner-operators, where permitted by the TEC. For Domestic provider-based learning, see 2C-2E. For International, see 2F.

### **2.5. Training agreement**

- (1) The training agreement serves as an application for formalised work-based learning.
- (2) If employed, the training agreement is between the ākonga, the employer, and Te Pūkenga.
- (3) If self-employed, the ākonga has a contract for service with a relevant organisation and the training agreement is between the ākonga, the contracting organisation, and Te Pūkenga.
- (4) If a TEC approved volunteer, the training agreement is between the ākonga, the volunteer organisation, and Te Pūkenga.
- (5) Ākonga meet programme entry requirements, if applicable.
- (6) Ākonga are required to be accurate and truthful in their training agreement and supporting documentation.
- (7) The ākonga, or their employer on their behalf, provide valid proof of identity and residency status if requested to do so (refer 2.4).
- (8) The training agreement is signed by the ākonga and the employer, contracting organisation, or volunteer organisation.
- (9) Ākonga who are under 16 when they sign the training agreement need a Ministry of Education Early Leaving Exemption certificate.

### **2.6. Payment for work-based learning**

- (1) Training agreements specify which party/parties are required to pay any applicable fees

- (2) Where fees apply to a training agreement, the designated payer, specified in the training agreement, is responsible for the payment of fees and is invoiced according to the terms of the training agreement.
- (3) Additional payment terms and conditions may apply and follow the relevant business division procedures.

### **2.7. Ākonga nō tāwāhi in work-based learning**

- (1) Ākonga nō tāwāhi (international learners) who meet Immigration New Zealand visa requirements are eligible for work-based learning.
  - a. Ākonga accessing work-based learning in Tertiary Education Commission (TEC) approved exempt qualifications are eligible for domestic tuition subsidies.<sup>1</sup>
  - b. Ākonga accessing work-based learning in non-exempt qualifications are not eligible for domestic tuition subsidies and international fees apply.
- (2) Ākonga nō tāwāhi must be on a work visa that is valid for the duration of their programme.
- (3) Ākonga nō tāwāhi meet programme entry requirements including English language requirements where applicable.
- (4) Where the work visa specifies the workplace, the ākonga arranges a Variation of Condition if their employer changes.
- (5) Te Pūkenga monitors visa expiry dates and assists ākonga when needed.

### **2.8. Withdrawal from or cancellation of training agreements**

- (1) Ākonga may withdraw from their training agreement or the training agreement may be cancelled by the employer, contracting or volunteer organisation, or Te Pūkenga. Open dialogue between all parties is encouraged where withdrawal or cancellation of a training agreement is being considered by any party. Te Pūkenga recognises that, in some cases, withdrawal may be the appropriate option.
- (2) The initiating party notifies the other parties in writing of their intention to withdraw or cancel.
- (3) If an employment, contracting, or volunteer agreement ceases for any reasons, the employer, contracting, or volunteer organisation notifies Te Pūkenga promptly. In accordance with TEC rules, Te Pūkenga allows the ākonga time to find another job before cancelling the training agreement.
- (4) Refunds follow the terms, conditions, and timeframes specified by the relevant business division and set out in the training agreement.

## **2C: Provider-based learning application for ākonga nō Aotearoa**

This section is about the application process for ākonga nō Aotearoa (domestic learners) in provider-based study. For work-based learning, see 2B. For Ākonga nō tāwāhi, see 2F.

### **2.9. Admission and entry requirements**

---

<sup>1</sup> Ākonga nō tāwāhi (international learners) who have a training agreement in place on 1 January 2023 continue to receive domestic tuition subsidies until they complete their training.

- (1) Admission and entry requirements include general admission requirements, English language requirements, and any additional requirements as set out in the programme regulations.
- (2) General admission provisions include:
  - a. Open Entry – no academic achievement is required.
  - b. Standard admission – ākonga meet the requirements detailed in the programme regulations.
  - c. Discretionary Admission - Any ākonga who is not yet 20 years of age and has not reached the standard admission requirements for their intended programme may be eligible for Discretionary Admission. In assessing whether to grant Discretionary Admission, the delegated authority focuses on the ākonga level of preparedness for their intended programme.
  - d. Special Admission - Any ākonga who is 20 years of age or older and has not reached the standard admission requirements for their intended programme is eligible for Special Admission. Te Pūkenga works with the ākonga to ensure they are prepared for their intended programme.
- (3) Ākonga for whom English, te reo Māori, or New Zealand Sign Language is not a first language provide acceptable evidence that they have the necessary English language proficiency.
- (4) Additional entry and selection criteria may apply and are identified in the programme regulations.
- (5) When an ākonga with a history of repeated applications followed by withdrawals; no-shows; failures; or other withdrawals applies to enrol, Te Pūkenga works with them to ensure that their intended study has a reasonable chance of success (see also 2.22).

### 2.10. Application documentation

- (1) Ākonga provide a complete and accurate application and all necessary supporting evidence and documentation. Providing incomplete or inaccurate information or evidence may result in an application being declined or enrolment being cancelled.
- (2) The following types of evidence may be required:
  - a. Previous qualifications (e.g., qualification certificate or academic record)
  - b. Police Vetting application form
  - c. Ministry of Justice Criminal Conviction History Request application
  - d. References or referee contact details
  - e. Health declaration
  - f. Criminal declaration
  - g. Any other programme-specific requirements
- (3) Te Pūkenga verifies the ākonga identity as specified in 2.4.

### 2.11. Ākonga under 16 years of age

- (1) Applications from ākonga under 16 years of age on the programme start date require a Ministry of Education early leaving exemption certificate and the support of a parent/guardian/caregiver.
- (2) Ākonga applying for a Secondary Tertiary Partnership (STP) Arrangement, e.g., STAR, Trades Academy, Vocational Pathways, and other youth pathway initiatives, require support from their secondary school principal and do not need an early leaving exemption certificate.



- (3) To accept an application from an ākonga under 16 years of age, the delegated authority confirms they are satisfied that the ākonga is capable of successfully completing the intended programme.

### **2.12. Alternative enrolment options**

- (1) If ākonga do not meet the entry requirements for their intended programme, Te Pūkenga may offer alternative pathways or programmes. The ākonga needs to meet the entry requirements of the alternative programme (refer 2.9).
- (2) If their intended programme is full or becomes unavailable, Te Pūkenga advises the ākonga if the intended programme or course(s) within a programme is available at another business division or online. If the ākonga agrees, they confirm in writing and Te Pūkenga assists the ākonga to transfer or modify their application.

### **2.13. Limits on enrolments and waitlisting**

- (1) Limits on enrolments may be applied to a programme due to health and safety reasons or the availability of resourcing or work experience places.
- (2) If the number of applications for a programme exceeds the number of available places, ākonga are offered the opportunity to be placed on a waitlist, subject to programme regulations.
- (3) Waitlisting takes place at the application stage and is clearly communicated to ākonga. While the default waitlisting prioritisation is the order in which complete applications are received, in recognition of Te Pūkenga commitment to inclusiveness and equity, preference may be given to regionally decided priority equity groups in accordance with s255(4)(b) of the Education and Training Act 2020.

### **2.14. Application acknowledgement and Offer of Place**

- (1) Te Pūkenga acknowledges receipt of applications as soon as possible and advises ākonga promptly and clearly about the outcome of their application.
- (2) If successful, ākonga are sent an Offer of Place (or confirmation) for their programme.
- (3) As soon as practicable, ākonga are provided with key information on their programme, including:
  - a. Key programme dates
  - b. Date(s) for withdrawal without financial implications
  - c. Date(s) for withdrawal without implications for the ākonga academic record
  - d. Tuition fees, ākonga services levies, payment options and due dates, and information about any course-related costs
  - e. Provisional timetable information
  - f. Links to information required for compliance with the Education Code of Practice.
- (4) If information is not available at the time of application, Te Pūkenga follows up with the remaining information as soon as practicable so that the ākonga is well-informed before the programme start date.

## **2D: Provider-based learning enrolment for ākonga nō Aotearoa**

This section is about enrolment and payment for ākonga nō Aotearoa in provider-based learning. For work-based learning, see 2B. For ākonga nō tāwāhi, see 2F.

### **2.15. Acceptance of Offer**

- (1) The ākonga accepts the Offer of Place in writing (e.g., text, email, signature, as applicable) to be enrolled into their intended programme.

### **2.16. Payment for provider-based learning**

- (1) Ākonga are liable for all fees applicable to their enrolment unless a fee waiver has been approved by the delegated authority.
- (2) By confirming their intention to study, ākonga undertake to pay or make arrangements to pay (e.g., by applying for StudyLink) their tuition fees, course-related costs, and any other applicable fees in full prior to the programme start date.
- (3) Ākonga follow the procedures relating to fees and resolving issues in relation to fees as set out in the business division's Fees & Refunds procedures.

### **2.17. Late enrolment**

- (1) An ākonga may be accepted for late enrolment by the delegated authority up to ten working days or 10 per cent of the course duration (whichever is the lesser). In making their decision, the delegated authority balances a desire to be flexible against the likelihood of ākonga success following late enrolment.
- (2) To be accepted for late enrolment, the ākonga needs to have completed the application and enrolment process.
- (3) The relevant Te Pūkenga staff advise the ākonga of the implications of a late start and the ākonga confirms in writing that they have been advised:
  - a. The standard withdrawal date applies and the ākonga is not entitled to a refund if they withdraw after this date.
  - b. Programme staff advise the ākonga of course requirements, expectations, and any other relevant information applicable to a late start.

### **2.18. Transfer of enrolment**

- (1) An ākonga may transfer their enrolment between programmes; courses on a programme; campuses/sites; or delivery modes, normally within 10 working days of the new course/programme start date or 10 per cent of the course duration (whichever is the lesser) with the approval of the delegated authority.
- (2) The ākonga completes any additional documentation required to transfer, including meeting any additional entry requirements.
- (3) The relevant Te Pūkenga staff advise the ākonga of the implications of a transfer and the ākonga confirms in writing that they have been advised:
  - a. The standard withdrawal deadline applies and the ākonga is not entitled to a refund if they withdraw after this deadline.
  - b. Programme staff advise the ākonga of course requirements, expectations, and any other relevant information applicable to the transfer.

### **2.19. Refusal or cancellation of enrolment**

- (1) Te Pūkenga may refuse to enrol or may cancel the enrolment of ākonga in accordance with s255(5) of the Education and Training Act 2020. The delegated authority may refuse to enrol or may cancel the enrolment of an ākonga who:
  - a. has breached their business division’s Code of Conduct or the conditions of their Training Agreement
  - b. has a history of unpaid debt with Te Pūkenga
  - c. has a history of repeated enrolments, failures, no-shows, or other withdrawals.

## **2E: Provider-based learning withdrawals and refunds for ākonga nō Aotearoa**

This section refers to the ‘withdrawal period’, which is 10 per cent of the duration of the programme, or course within the programme, whichever is the lesser.

### **2.20. Advice for ākonga on implications of withdrawal**

- (1) Te Pūkenga advises ākonga contemplating withdrawal about possible consequences for loans and allowances, their academic record, and implications for those planning to enter professions governed by professional regulations. Wherever possible, support is provided to ākonga to avoid withdrawal. Te Pūkenga recognises that, in some cases, withdrawal may be the appropriate option.

### **2.21. No-show**

- (1) If an ākonga does not attend within the withdrawal without penalty period (except waitlisted programmes) and does not respond to any communications, the delegated authority may cancel their enrolment as a ‘no-show’.
- (2) For waitlisted courses or programmes, the ākonga may be treated as a no-show on the third day of the programme or after three attempted contacts, to allow waitlisted ākonga to join the programme.
- (3) No academic record is created for no-show ākonga.
- (4) The tuition fees of ākonga who do not attend within the withdrawal period of their programme/course are refunded (if applicable) to the person or organisation that paid their fees (a Verification of Study is submitted to StudyLink).

### **2.22. Withdrawal within 10 per cent of programme duration**

- (1) An ākonga may withdraw within the withdrawal period without financial or academic disadvantage.
- (2) If an ākonga withdraws from all first-semester courses of a multi-semester programme, the withdrawal request is assumed to also apply to the second and subsequent semesters, unless otherwise advised by the ākonga. The same applies when a programme consists of courses that are shorter than a semester.

### **2.23. Withdrawal after 10 per cent of course duration**

- (1) If an ākonga withdraws after 10 per cent of the course duration, they are not entitled to any refund, unless they can prove to the delegated authority that they were affected by exceptional circumstances (refer 2.27).
- (2) If an ākonga withdraws after 10 per cent of the duration of a course, a 'Withdrawn' (WD) grade is recorded on their academic record.

#### **2.24. Withdrawal after 80 per cent of course duration**

- (1) If an ākonga withdraws after 80 per cent of the course duration, a Did Not Complete (DNC) grade is recorded on their academic record.
- (2) If the ākonga ceases to attend or participate and cannot be contacted, a DNC grade is recorded for the relevant courses.
- (3) Te Pūkenga aims to assist postgraduate ākonga to complete their studies by arranging extensions where appropriate and with the approval of the delegated authority. If this is not possible, a DNC grade is recorded.

#### **2.25. Withdrawal by Te Pūkenga of disengaged ākonga**

- (1) Where an ākonga has disengaged after the withdrawal period and has not responded to reasonable attempts to contact them, the delegated authority may treat their non-engagement as a withdrawal and withdraw the ākonga on their behalf.
- (2) Te Pūkenga makes at least three attempts to contact a disengaged ākonga before withdrawing their enrolment.
- (3) Te Pūkenga notifies the ākonga in writing that their enrolment has been withdrawn on their behalf and advises the person or organisation that paid the fees. The ākonga remains liable for fees except with the approval of the delegated authority.
- (4) The ākonga receives WD grades or DNC grades as applicable (refer 2.23 and 2.24).

#### **2.26. Other withdrawals**

- (1) An ākonga enrolled in a short course (including an Adult and Community Education (ACE) course that has tuition fees) may withdraw without financial penalty before/on the start date.
- (2) An ākonga enrolled in a funded micro-credential may withdraw without financial penalty until 10 per cent of the course duration, and without academic penalty until 80 per cent of the course duration.
- (3) An ākonga enrolled in an unfunded micro-credential or Full Cost Recovery course may withdraw without financial or academic penalty before/on the start date.
- (4) If an enrolled ākonga withdraws after attending a workshop or accessing/engaging in online resources that form part of a funded micro-credential or full cost recovery course, they are not entitled to any refund.

#### **2.27. Withdrawal due to exceptional circumstances**

- (1) If an ākonga withdraws or is withdrawn on their behalf (refer 2.25) and believes they have been affected by exceptional circumstances (i.e., circumstances beyond their control), they may apply for exceptional circumstances consideration using the business division's exceptional circumstances process.

- (2) If the ākonga is unsatisfied with the decision, they may appeal the decision as set out in the Ākonga Appeals Policy and Procedures.

## **2F: Provider-based learning for Ākonga nō tāwāhi**

In this section, ‘ākonga nō tāwāhi’ means an International Student as defined in the Education and Training Act 2020 (section 10) and refers to ākonga nō tāwāhi enrolled in provider-based learning. For ākonga nō tāwāhi in work-based learning, refer 2B: Work-based learning.

### **2.28. Ākonga nō tāwāhi application and Offer of Place**

- (1) Te Pūkenga assesses applications from ākonga nō tāwāhi or their agents in accordance with Te Pūkenga general and programme regulations, including English language requirements, [Education Code of Practice](#) guidelines, and Immigration New Zealand requirements.
- (2) Te Pūkenga may accept ākonga nō tāwāhi between 16 and 18 years of age subject to the approval of the parent or guardian and an assessment of ākonga support systems, in addition to the other assessment criteria stated above.
- (3) Exemptions from proof of English language proficiency criteria comply with NZQA rules.
- (4) If the ākonga nō tāwāhi meets the requirements, an international Offer of Place is provided to the ākonga and/or their agent, as applicable.
- (5) The international Offer of Place and accompanying information covers:
  - a. English language requirements
  - b. tuition and other fees (fees may be indicative at the time the Offer is made)
  - c. ākonga nō tāwāhi withdrawal regulations (see 2.30)
  - d. breaches of enrolment conditions and disciplinary action and the process to be followed in these circumstances
  - e. key programme dates
  - f. homestay and other accommodation options
  - g. insurance
  - h. other information required for compliance with the Education Code of Practice.

### **2.29. Acceptance of offer and enrolment**

- (1) The ākonga accepts their Offer of Place. Payment of the specified tuition fee is deemed confirmation of acceptance of the Offer of Place.
- (2) If the ākonga is under 18, their parent/guardian/caregiver must accept on their behalf.
- (3) To be fully enrolled, ākonga nō tāwāhi provide evidence of receipt of an appropriate visa and of meeting the terms of that visa.

### **2.30. Ākonga nō tāwāhi transfers and withdrawals**

- (1) Ākonga nō tāwāhi may transfer their enrolment as specified in 2.18. In this case, the ākonga must apply for a Variation of Condition to their Student Visa.
- (2) If an ākonga nō tāwāhi requests withdrawal, Te Pūkenga responds promptly, fairly, consistently, and in accordance with Education Code of Practice guidelines.
- (3) Ākonga nō tāwāhi who withdraw before their programme start date are entitled to a full refund of fees paid minus an administration fee. The administration fee varies in relation to the proximity to the start date and is advised on the Offer of Place.

- (4) If an ākonga nō tāwāhi withdraws after the programme start date, no refund is payable by Te Pūkenga, unless they can prove they were subject to exceptional circumstances beyond their control (refer 2.27).
- (5) New ākonga nō tāwāhi who are not granted a visa by Immigration New Zealand receive a full refund of fees paid minus an administration fee.
- (6) Returning ākonga nō tāwāhi who are not granted a subsequent visa by Immigration New Zealand on the basis of poor attendance, a breach of academic integrity, unsatisfactory academic performance, and/or late submission of visa application may receive a partial refund, minus an administration fee. The delegated authority decides the amount to be refunded (if any). The agent commission is not refunded.
- (7) Where Te Pūkenga withdraws an Offer of Place or is unable to provide the programme and there is no suitable alternative, the person or organisation that paid the fees receives a full refund, minus agent commission.
- (8) Refunds are not paid for any Te Pūkenga discounts, scholarships, or awards where an ākonga nō tāwāhi withdraws from a programme.
- (9) If an ākonga nō tāwāhi withdraws because they believe that they have been affected by exceptional circumstances beyond their control, and can provide evidence of this, they may apply for a refund of their tuition fees. Tuition fees for a semester that has already started are seldom refunded. The agent commission is not refunded.
- (10) Ākonga nō tāwāhi who gain Permanent Residency after the programme start date are not eligible for a refund for courses that have already started. Domestic fees and charges apply to courses that have not yet started and Te Pūkenga refunds the fee difference, minus agent commission.
- (11) Ākonga nō tāwāhi with a valid work visa who are enrolled in provider-based courses are subject to the withdrawal and refund regulations of the relevant business division.
- (12) Refunds are not normally payable to New Zealand bank accounts unless the ākonga was already resident in New Zealand on the date their Offer of Place was sent to them (or their agent) and they made their original payment from a New Zealand bank account. An exception to this provision may be made with the approval of the delegated authority.
- (13) Where an ākonga nō tāwāhi is due a refund, the funds are paid to the account from which the fees were paid. The refund is denominated in New Zealand dollars, or the equivalent of the New Zealand dollar amount converted into foreign currency at the current exchange rate.
- (14) Te Pūkenga is not liable for any exchange rate loss or bank fees charged upon repayment of a refund.
- (15) Te Pūkenga may cancel or refuse the enrolment of an ākonga nō tāwāhi as specified in 2.19.

## **2G: Programme approval, changes, and cancellation**

This section relates to programmes and courses offered by Te Pūkenga for ākonga in provider-based learning.

### **2.31. Programme approval pending**

- (1) Ākonga may apply for programmes pending approval from the relevant regulatory and funding bodies. However, enrolments are only accepted into the programme after it has been approved.

- (2) Ākonga applying for a programme for which regulatory approval is pending are informed of the pending status and assisted to submit an expression of interest and/or an application.
- (3) As soon as the new programme becomes available, the expression of interest and/or application is transferred promptly to the new programme.
  - a. Where an ākonga submitted an expression of interest only, Te Pūkenga assists them to submit an application. Where an ākonga submitted an application, if the application meets the entry requirements, the ākonga is sent the appropriate Offer of Place.
- (4) If regulatory approval is not achieved before the intended programme start date(s), Te Pūkenga provides ākonga with information on alternative programmes, dates, or locations.
- (5) Where a new programme is introduced part way through an ākonga enrolment in a multi-year programme, the ākonga is given appropriate advice and assistance either to complete their current programme or to transition to the new programme, in accordance with the programme regulations.

### **2.32. Cancellation or postponement of a programme or course**

- (1) Te Pūkenga may cancel or postpone a programme or course. Cancellation decisions are made by the delegated authority as early as possible to enable ākonga to make informed choices. Cancellation of programmes in which ākonga nō tāwāhi are enrolled must be discussed with the delegated authority prior to action.
- (2) As far as is practically possible, Te Pūkenga avoids cancelling or making other significant changes to an advertised programme or course less than two weeks before it starts (or five working days for short courses).
- (3) Te Pūkenga assists affected ākonga with other options, including, where appropriate, transferring their application to another offering, mode of delivery, employer, or campus/site, subject to any additional requirements specific to the alternative offering.
- (4) Te Pūkenga advises and assists ākonga nō tāwāhi when changes to offerings affect their visa status.
- (5) Te Pūkenga notifies Immigration New Zealand when programme changes affect ākonga nō tāwāhi.
- (6) Ākonga unable to enrol in an alternative course or programme offered by Te Pūkenga are provided with a full refund to the person or organisation that paid their fees.

### **2.33. Change to published date or time**

- (1) Te Pūkenga may reschedule the published date or time of a course or programme where there is a genuine need to do so, e.g., unavailability of teaching staff, rooms, equipment, or placements.
- (2) Where dates/times of a course or programme are altered, Te Pūkenga contacts all enrolled ākonga as soon as practically possible to inform them of the change.

## Part 3: Recognising prior knowledge and skills

### General

Recognising prior knowledge and skills (RPKS) allows credit to be granted towards a qualification, programme, micro-credential, course or standard, where an ākonga has already acquired, and can demonstrate, current relevant skills and/or knowledge.

#### 3.1. Recognising prior knowledge and skills

- (1) Recognition of prior knowledge and skills follows the relevant business division procedures.
- (2) Te Pūkenga recognises knowledge and skills through Credit Recognition and Transfer (CRT) which includes Credit Transfer, Cross Credit, Recognition of Prior Learning, and Advanced Standing processes.
- (3) Ākonga are supported to provide evidence of their current knowledge and skills relevant to the qualification they seek to achieve. Evidence may come from formal or self-directed study, workplace, community, or marae-based learning or experience, hobbies, or participation in rangahau and research.
- (4) There are no limits on the number of credits that may be granted towards a qualification or programme from recognising prior knowledge and skills unless otherwise stated in the programme regulations.
- (5) Where restrictions for credits are imposed, e.g., by legislative, industry and regulatory body requirements, they must be based on specific, documented, and clear academic, legal or industry requirements.

#### 3.2. Applying for RPKS

- (1) Ākonga are encouraged and supported to apply for recognition of skills and knowledge either before the beginning of their intended programme or at any appropriate stage thereafter.
- (2) Ākonga apply for RPKS by completing the published forms and and relevant business division process.
- (3) Recognising prior knowledge and skills may be undertaken in Te Reo Māori. Assessment of such an application is undertaken and/or supported by a te reo Māori capable assessor.
- (4) Decisions throughout the RPKS process are timely, transparent, robust, consistent, and defensible. The focus is for the maximum benefit of ākonga and to ensure that the quality, integrity, cohesion and standing of qualifications is upheld.
- (5) The RPKS assessment process may incur fees, and these are detailed in RPKS information.

#### 3.3. Awarding Credit

- (1) Learning credited through the recognition of knowledge and skills has the same value as formal learning. Credit is recorded based on Te Pūkenga grade table, with the previous grade carried forward for any Cross Credit or Credit Transfer, and the Pass (P) grade given where a standard grade cannot be stated.
- (2) Unit standards that are recognised through RPKS are awarded a CT grade.

#### 3.4. Appealing Decisions



- (1) Where credit is not awarded, either in total or in part, clear reasons for the decision are recorded. Ākonga have the right to appeal the outcome or decision of an RPKS process following the procedures set out in the Ākonga Appeals Policy.

### **3.5. Records**

- (1) Records of all applications, the resulting assessment outcome, and any appeal decisions are kept along with other ākonga records, in accordance with relevant legislation, NZQA rules and the business division records management policy and/or general disposal authority.

## Part 4: Programme regulations

### General

Every Te Pūkenga programme leading to a qualification or micro-credential is supported by an approved programme document, including programme regulations, and programme and course information. Programme regulations outline the programme structure and direction, and requirements for entry, progress, completion, and award.

#### 4.1. Transition

- (1) Programme regulations for Te Pūkenga unified programmes detail the requirements from entry to award.
- (2) Detailed requirements for local and legacy programmes delivered at individual business units may be located in programme regulations, regulatory frameworks, or in other programme information available at the business unit.
- (3) Work-based learning requirements may be set out in the training agreement or programme information.
- (4) In all cases, full information on requirements is provided and easily accessible to ākonga.

#### 4.2. Programme regulations

- (1) Te Kawa Maiooro provides the minimum expected requirements for ākonga and kaimahi. Programme regulations may set specific requirements, e.g., require credits in specific subjects such as science, or higher requirements than Te Kawa Maiooro to meet the expectations and requirements of an external regulatory or standard setting body.
- (2) Programmes may include exceptions to, or restrictions on provisions in Te Kawa Maiooro, e.g., limits on recognition of knowledge and skills. Any such exceptions or restrictions are clearly stated in programme regulations and/or relevant programme information, e.g., programme handbook or course outline.
- (3) Where a higher standard is set or restrictions or exceptions apply, the programme regulations override the provisions in Te Kawa Maiooro.
- (4) Ākonga are enrolled and complete under the programme regulations in place when they first enrol except where change is required by an external regulatory or standard setting body. In such cases, ākonga are notified of any changes in writing.

## Part 5: Learning, Teaching, and Training

### General

Te Pūkenga aims to provide learning environments that help ākonga reach their full potential, empower them to be active in their own learning, and ensure they have access to the resources, and learning and pastoral supports necessary for their success.

#### 5.1 Participation and Engagement

- (1) Ākonga are expected to comply with their programme regulations and/or the conditions of their training agreement and participate in all learning activities that are part of their programme or course.
- (2) Participation requirements, including any attendance requirements, are set out in the programme and/or course information provided to ākonga at the start of their programme or course.
- (3) Where attendance is specified as a condition of a visa (for ākonga nō tāwāhi) or a requirement of an enrolment contract or training agreement, ākonga must notify Te Pūkenga or their learning advisor of any absence or non-participation.

#### 5.2 Progress

- (1) This provision does not apply to ākonga in work-based learning.
- (2) Te Pūkenga provides ākonga with timely, sufficient, and constructive feedback on their progress and connects ākonga with the appropriate supports where needed.
- (3) Ākonga who have passed at least half of the courses in which they were enrolled in a year are considered to have made satisfactory progress and may proceed with their programme of study as set out in the programme regulations.
- (4) Ākonga who have not passed at least half of the courses in which they were enrolled, or who repeat a course and do not pass again are considered to have made unsatisfactory progress.
- (5) Where ākonga make unsatisfactory progress, they may be withdrawn from their programme and declined re-enrolment.
- (6) Ākonga who have had their enrolment withdrawn or reenrolment declined and who wish to reenrol apply to the delegated authority prior to the programme or course start date. To be approved, they must satisfy the delegated authority that they have a reasonable chance of success. Te Pūkenga may put conditions on the reenrolment to ensure the ākonga has a reasonable chance of success.
- (7) Ākonga who repeat a course and do not pass may not enrol for a third time except with the permission of the delegated authority. Where a third enrolment in a course is allowed, Te Pūkenga may put conditions on the reenrolment to ensure the ākonga has a reasonable chance of success.

#### 5.3 Rangahau and Research

- (1) Where ākonga undertake rangahau or research as part of their learning activities, they obtain ethics approval if required following the business division ethics approval process.

- (2) Ākonga engaged in rangahau or research are entitled to appropriately qualified and experienced supervision and or academic mentorship that supports them academically, culturally, and pastorally.
- (3) Ākonga own the output and intellectual property arising from their rangahau or research unless there is an agreement to the contrary.
- (4) Ākonga undertaking rangahau or research have access to resources including library resources, statistical advice, support in te reo Māori as required, additional specialist software, and subject matter expertise as required to support their progress and completion.
- (5) Where needed and guided by their supervisors/mentors, ākonga undertake with relevant iwi stakeholders a consultation process that aligns with the kaupapa and methodology of their project.
- (6) Ākonga engaged in rangahau or research are expected to comply with the business division policies, procedures and processes relating to rangahau and research.

#### 5.4 Standards of Behaviour

- (1) To ensure a safe, inclusive, equitable, and effective learning environment, Te Pūkenga sets out the standards of behaviour for ākonga in the business divisions' ākonga codes of conduct. The expectations in the codes of conduct apply to ākonga when they are on campus, when they are undertaking Te Pūkenga learning or social activities off-campus or online, and when they are representing or engaging with Te Pūkenga in the community or on social media. Ākonga in work-based learning comply with their employer's expected codes of conduct when in the workplace.
- (2) Unacceptable behaviours include:
  - a. Dishonest academic practices, e.g., cheating or plagiarism
  - b. Harassment, bullying, or discrimination
  - c. Disruptive behaviour
  - d. Disrespecting the rights of other ākonga and Te Pūkenga kaimahi,
  - e. Misuse of Te Pūkenga facilities, equipment, and resources
  - f. Failure to comply with the regulations, policies, and related documents of Te Pūkenga and its business divisions, relevant legislation, e.g., Health and Safety, and the laws of New Zealand.
- (3) Breaches of conduct and unacceptable behaviours are dealt with confidentially, fairly, and in a culturally appropriate manner in accordance with the business divisions breach of conduct procedures.
- (4) Ākonga may appeal a breach of conduct decision following the procedures set out in the Ākonga Appeals Policy and Procedures.

#### 5.5 Concerns and Complaints

- (1) Te Pūkenga takes ākonga concerns and complaints seriously and is committed to providing ākonga with access to fair, effective, and culturally appropriate procedures for raising and resolving issues.
- (2) The process for raising and resolving concerns and complaints is set out in the Ākonga Concerns and Complaints Policy and Procedures.

#### 5.6 Appeals

- (1) Ākonga may appeal a decision, academic, non-academic, or disciplinary, that affects their study if:
  - a. They have followed all relevant procedures to resolve the issue, and
  - b. Additional information has become available since the decision was made or
  - c. There is evidence of a flaw in the process followed
- (2) The process for appealing a decision is set out in the Ākonga Appeals Policy and Procedures.

## Part 6: Assessment

### General

Assessment provides information for ākonga and kaiako about ākonga learning progress; provides evidence of the achievement of learning outcomes and standards outcomes and requirements; and contributes to the attainment of competencies identified in graduate profiles.

#### 6.1. Assessment information

- (1) Te Pūkenga provides ākonga with assessment information at the start of their course or work-based learning training programme; where appropriate, information includes the number, types, and weightings of assessment, assessment requirements, conditions, and expectations, assessment dates, criteria for success, and how to access further assessment and appeal provisions.
- (2) No changes may be made to summative assessment requirements and conditions after the course or training agreement start date unless approved by the delegated authority and notified in writing to all affected ākonga.
- (3) It is the responsibility of each ākonga to ensure they are familiar and comply with all assessment requirements and conditions for their course or work-based learning training programme.
- (4) Ākonga must attempt and submit all summative assessment items within the timeframe or by due date indicated in the course outline unless an extension has been granted (refer 6.4 Variations to Assessment).

#### 6.2. Assessment in te reo Māori

- (1) Except where assessments require English or other language capability, Te Pūkenga supports ākonga to submit or undertake their assessment in te reo Māori. Other exceptions may apply, must be approved by the delegated authority, and indicated in the programme documentation and course outline.
- (2) Marking or grading of an assessment in te reo Māori is undertaken or supported by a te reo Māori capable assessor.

#### 6.3. Supported Assessment

- (1) To ensure equitable assessment opportunities, Te Pūkenga makes alternative supported assessment arrangements for ākonga with particular needs, e.g., cultural or disability, wherever possible. Ākonga discuss their needs with their kaiako or learning advisor and the relevant ākonga services unit (e.g., ākonga Māori and ākonga nō Te Moana-nui-a-Kiwa support, accessibility/ ākonga Whai Kaha support). Supported assessment arrangements may include:
  - a. Adapted learning materials and assessments that enable fair and valid assessment, do not affect the integrity of the assessment, and meet the same learning outcomes.
  - b. Additional assessment time as necessary for a fair assessment to take place.
  - c. The services of a reader and/or writer.
  - d. New Zealand sign language communicators and interpreters.
  - e. Assistive technology.
  - f. Specialised equipment and furniture
  - g. Alternative dates, spaces, and/or times for participating in assessment activity

#### 6.4. Conduct of examinations

- (1) Where examinations are subject to regulations set by external agencies, the examinations must be conducted according to the relevant regulations.
- (2) Where there are no external regulations, examinations are conducted under the conditions detailed in the relevant business division procedures.
- (3) In all cases, examinations are conducted under conditions that are fair, equitable, and ensure academic integrity.

#### 6.5. Variations to assessment

Variations to assessment are provided to support individual ākonga needs and circumstances<sup>2</sup>, where needed. The kaiako and ākonga work together to determine the appropriate support or variation for their particular needs or circumstances. Variations to assessment are approved by the delegated authority. The following does not apply to ākonga in work-based learning covered by a training agreement. Such ākonga discuss and agree any variations to assessment with their learning advisor.

- (1) Extensions
  - a. Ākonga who anticipate difficulty in submitting assessments by the due time and date may request an extension. The extension must be agreed to prior to the assessment due date.
  - b. The kaimahi or kaiako with responsibility for the relevant course has the authority to approve extensions that are within the course dates.
  - c. Extensions that fall outside of the course end date can only be approved by a senior manager or programme committee in line with the procedures of the relevant business division.
- (2) Alternative arrangements
  - a. Ākonga who have a particular need, e.g., a temporary or permanent disability or impairment, or an exceptional circumstance may request alternative arrangements following the procedures of the relevant business division.
  - b. Alternative arrangements enable fair and valid assessment without affecting the integrity of the assessment and may include an alternative assessment that meets the same learning outcomes, or an alternative time and/or location.
  - c. Requests for alternative arrangements should be made at least two weeks prior to the assessment date or due date.
- (3) Resits or resubmission of assessment tasks
  - a. Unless otherwise indicated in the programme regulations, unit standard assessment conditions, and if appropriate for the programme level and assessment type, an ākonga who has attempted an in-course assessment task and who has failed that assessment task is allowed one resubmission or resit of the assessment task.
  - b. A request for a resit or resubmission is made to relevant kamahi no later than five working days after the marked assessment has been returned to the ākonga.
  - c. The maximum mark or grade available for a resubmission or resit is the minimum pass mark or grade.

---

<sup>2</sup> This provision is to support ākonga who may need additional time, alternative arrangements, or who have failed their assessment and wish to request a resit or resubmission opportunity. Ākonga impacted by exceptional circumstances (e.g., illness, injury, bereavement) should apply for an Assessment Concession (refer 6.7).

- d. Any restrictions or limitations on resits or resubmissions of assessment are detailed in the programme regulations, programme handbook, and, where appropriate, in the relevant course outline.

### 6.6. Late or non-submission of assessment

- (1) If an ākonga submits an assessment after the due date and/or time without an approved extension, the assessor may:
  - a. Mark the assessment and apply a penalty to the mark for each day the assessment is late; or,
  - b. After discussion with the programme manager, not accept the assessment and assign a Not Passed (NP) or equivalent failing grade.
- (2) If an ākonga does not attempt or submit an assessment by the due date and/or time without an approved extension, the assessor assigns a Not Passed (NP) or equivalent failing grade.
- (3) Penalties for late submission of assessment are documented in the programme information and communicated to ākonga.

### 6.7. Assessment Concession

- (1) Assessment concessions do not apply to ākonga in work-based learning covered by a training agreement. Ākonga who are affected by circumstances or situations beyond their control discuss and agree any variations required with their learning advisor.
- (2) Ākonga who are unable to complete a summative assessment or whose performance in or preparation for the assessment is affected by any circumstance or situation which could not have been reasonably prevented, e.g., illness, injury, bereavement, family crisis, or other unpredictable events, are eligible to apply for an assessment concession for impaired performance.
- (3) Assessment concessions may include any of the variations set out in provision 6.5 or an Aegrotat.
- (4) Where a resit or resubmission is approved as an assessment concession, the mark given is the true mark the ākonga achieves for the assessment task.
- (5) Assessment concession decisions are made using the business division procedures and approved by the delegated authority.
- (6) Any programme-specific restrictions or limitations on assessment concessions are detailed in the programme regulations, programme handbook, and, where appropriate, in the relevant course outline.

### 6.8. Academic Integrity

- (1) Te Pūkenga requires ākonga to be honest and act with integrity in their learning and assessments. Ākonga are required to:
  - a. present their own original work for assessment
  - b. acknowledge contributions from other sources by using the referencing format required for the programme (failure to do this correctly may be regarded as plagiarism); this includes direct copying, paraphrasing, summarising, and the rearranging of, another person's words or idea/s
  - c. not cheat in tests or examinations
  - d. ensure they follow all instructions and the correct procedures (e.g., no use of mobile phones or personal electronic devices)



- e. not enter into any agreements with other ākonga to collude on assignments
  - f. collaborate only as permitted
  - g. not over- or misrepresent the individual contributions of members of any group assignment
  - h. not knowingly help others to cheat
  - i. not present another person's assessment as their own (this includes purchased assessments)
  - j. not act or behave in a way that prevents others from completing their assessments
  - k. keep written and electronic work secure to prevent others from accessing and copying work.
- (2) Any exceptions to the above are clearly stated in the information and requirements for the course.
- (3) By enrolling at Te Pūkenga, ākonga agree to their work being reviewed by various means to confirm an assessment is their own work. This includes the use of similarity detection software.
- (4) Any breaches of academic integrity follow the process set out in the business division's academic integrity procedures.

### **6.9. Notification of assessment results**

- (1) Te Pūkenga normally notifies summative assessment results to ākonga within 15 working days of the assessment due date, or, for ākonga in work-based learning covered by a training agreement, the submission date. Marking of postgraduate assessments and large assessments, such as capstone projects, may take longer and return of assessment results timeframes are indicated in the course outline or programme handbook.

### **6.10. Access to marked assessments**

- (1) Ākonga are entitled to access to their written work submitted for assessment. Where assessed work is to be returned, time limits for collection may be set for individual programmes. Ākonga may view copies of their examinations but these are retained by the business division. Any time or access limitations are set out in the programme information, e.g., programme handbook or course outline.

### **6.11. Moderation of summative assessments**

- (1) Summative assessments are moderated in line with the National Moderation Policy and the relevant business division moderation procedures.
- (2) Copies of ākonga assessment evidence may be retained by Te Pūkenga for moderation purposes.
- (3) Moderation materials, including ākonga assessment evidence, are retained by Te Pūkenga for a period of no less than seven years.

### **6.12. Retention of assessment evidence**

- (1) Te Pūkenga complies with relevant legislation and NZQA rules on retention of assessment.
- (2) Te Pūkenga retains copies of marked assessment evidence for 12 months after the end of the course or training agreement unless a longer period is required by an external authority.

- (3) Once no longer required by Te Pūkenga or any external agency, assessment evidence is securely destroyed except where:
  - a. The assessment is subject to an appeal or a disciplinary procedure
  - b. The ākonga has given permission for the assessment to be held by Te Pūkenga.

### **6.13. Approval of final course and programme results and outcomes**

- (1) Final results and outcomes for courses and programmes are approved through the relevant academic committee or procedures in place at the business division. Course and programme decisions are based on ākonga achievement in the summative assessment tasks in the course and the overall achievement across all courses in a programme.

### **6.14. Notification of final course or programme outcomes**

- (1) Final course and programme outcomes are normally provided to ākonga within 15 working days of the end date of the course or programme. Any exceptions to the return of outcomes timeframe are specified in the course outline or programme handbook, or ākonga are notified in writing.

### **6.15. Reassessment opportunities**

- (1) Ākonga in work-based learning covered by a training agreement work with their learning advisor on reassessment opportunities where needed.
- (2) Unless otherwise specified in the programme regulations, an ākonga who gains a failing grade in a course with a mark of 40% or more is provided with one opportunity to undertake a reassessment of the course on the recommendation of the relevant programme committee. The reassessment is designed to reflect all the learning outcomes of the course and their respective weightings.
- (3) The ākonga is advised of the reassessment opportunity within one week of the final grade being known to kaiako and before it goes through the business division's final results approval procedures.
- (4) The reassessment takes place within one month of the course end date under an approved extension as in provision 6.5(1)c.
- (5) Ākonga passing the reassessment gain the minimum grade available as a pass for the course.
- (6) Any programme-specific restrictions or limitations on reassessment opportunities are detailed in the programme regulations, programme handbook, and, where appropriate, in the relevant course outline.

### **6.16. Grading**

- (1) The following tables set out the grades that are used for assessments and courses at Te Pūkenga
- (2) TRANSITION ARRANGEMENTS:
  - a. Local programmes are legacy programmes offered at individual business divisions or across a number of business divisions. Such programmes continue to use their approved grade tables as set out in programme information.

- b. Te Pūkenga unified programmes are programmes developed by Te Pūkenga and delivered across the network. Except where indicated otherwise, such programmes use Te Pūkenga grades as set out in the following tables.

### 6.17. Assessment Grades

- (1) The following tables set out the grades that are used for assessments within a course:
- a. Courses using competency-based assessment: In courses with competency-based assessment, grades against an assessment or assessment standard are recorded as follows:

GRADE	DESCRIPTION
AC	Achieved The ākonga has demonstrated competency in the assessment.
NA	Not Achieved The ākonga has not demonstrated competency in the assessment
CT	Credit Transfer The ākonga has completed the same assessment or assessment standard in another qualification or institution. In the case of an assessment standard, credit is not be reported to NZQA.
Exempt	Work-based Learning: Where an equivalent Assessment Standard is recognised by the programme and approved by WDC/NZQA

- b. Courses using competency-based assessment: In courses with competency-based assessment that recognises higher levels of performance, grades against an assessment or assessment standard are recorded as follows:

GRADE	DESCRIPTION
AC	Achieved The ākonga has met the criteria of the assessment.
AM	Achieved with Merit The ākonga has met the criteria of the assessment with very good performance.
AE	Achieved with Excellence has successfully demonstrated competency in the assessment with outstanding performance.
NA	Not Achieved The ākonga has attempted but not met the criteria of the assessment
CT	Credit Transfer The ākonga has completed the same assessment or unit standard in another qualification or institution. In the case of a unit standard, credit is not reported to NZQA.
Exempt	Work-based Learning: Where an equivalent Assessment Standard is recognised by the programme and approved by WDC/NZQA

- c. Courses using grade point marking for assessments: For each assessment in the course, a mark is entered between 0-100.

<b>GRADE</b>	<b>MARK (%)</b>	<b>DESCRIPTION</b>
A+	90 – 100	Pass
A	85- 89	Pass
A-	80 – 84	Pass
B+	75 – 79	Pass
B	70 – 74	Pass
B-	65 – 69	Pass
C+	60 – 64	Pass
C	55 – 59	Pass
C-	50 – 54	Pass
D	40 – 49	Not Passed
E	0 – 39	Not Passed

### 6.18. Course grades

(1) The following tables set out the grades that are used for reporting final course achievement.

a. Competency-based courses: the following course grades apply:

<b>GRADE</b>	<b>DESCRIPTION</b>
AC	Achieved
NA	Not Achieved

b. Competency-based courses: In competency-based courses that recognise higher levels of performance, the following course grades apply:

<b>GRADE</b>	<b>DESCRIPTION</b>
AC	Achieved
AM	Achieved with Merit
AE	Achieved with Excellence
NA	Not Achieved

- c. Other grades: Other grades that may be awarded for particular circumstances in competency-based courses:

GRADE	DESCRIPTION
P	Ungraded Pass – course credit awarded by Recognising Prior Knowledge and Skills (RPKS) process
DNC	Did not complete course, i.e., did not complete a compulsory requirement or formal withdrawal after 80% of the duration of the course or informal withdrawal at any time
WD	Formal withdrawal after the no academic penalty period (10% of the duration of the course)
GP	Grade pending completion of assessment or course component beyond course end date with approved extension.
AO	Met course attendance requirements

- d. Courses using grade point marking: In courses in which grades are allocated on a specified grade point level of achievement, grades are awarded as follows:

GRADE	MARK (%)	DESCRIPTION
A+	90 – 100	Pass
A	85- 89	Pass
A-	80 – 84	Pass
B+	75 – 79	Pass
B	70 – 74	Pass
B-	65 – 69	Pass
C+	60 – 64	Pass
C	55 – 59	Pass
C-	50 – 54	Pass
D	40 – 49	Not passed
E	0 – 39	Not passed

- e. Other grades that may be awarded for particular circumstances

GRADE	DESCRIPTION
P	Ungraded pass – may be used for the outcome of an RPKS process or anywhere a graded level of achievement cannot be applied
RP	Restricted pass - Programme Committees have the discretion to award a Restricted Pass instead of 'D' in the range 45%-49% to an ākonga whose narrow fail has been compensated by good grades in their other modules in the same programme. Note: A course for which a Restricted Pass (RP) has been awarded is not normally accepted as meeting the prerequisite requirements for any other course.
NP	Not passed
AS	Advanced Standing - award of a block of approved prior learning credits to allow entry to a programme with exemptions
AEG	Aegrotat - successful outcome of an Assessment Concession process
DNC	Did Not Complete - where a compulsory element of a course is not submitted, or the ākonga formally withdrew after 80% or informally withdrew at any time.
GP	Grade Pending - ākonga has an approved extension to complete an agreed portion of work or assessment beyond the course end date.
WD	Withdrawal - Formal withdrawal after the no academic penalty period (10%).
AO	Attendance Only - met course attendance requirements

### 6.19. Reconsideration of assessment decisions

- (1) Ākonga who believe their mark or grade for an assessment is incorrect should first discuss this with their kaiako or learning advisor within five working days of the return of assessment.
- (2) The kaiako or learning advisor provides feedback to the ākonga to clarify why the grade or mark was awarded and may, if justified, amend the result.
- (3) If the ākonga still believes that the mark or grade is incorrect, they should apply to the Programme Manager or delegated authority for a reconsideration within ten working days of the return of the assessment.
- (4) Reconsideration requests are investigated, and appropriate action decided by the Programme Manager or delegated authority. Actions may include a recount, re-mark, reconsideration or review of evidence, reassessment, or no action. Reconsideration may lead to no change or to a raising of a grade of mark.

### 6.20. Reconsideration of course final grade

- (1) Ākonga may request a reconsideration of their course final grade. There needs to be grounds for the reconsideration, e.g., an irregularity in the conduct of summative assessment or in the results reporting and approval process, and the ākonga needs to identify the grounds in their application.
- (2) The application must be received by the business division delegated authority within ten working days of ākonga receipt of the final result. The grounds for the reconsideration are

reviewed and the ākonga notified in writing within five working days of receipt of the application whether their request for reconsideration has been accepted, and next steps to be taken, or declined, and the process for appeal of the decision.

- (3) Where the application is accepted, an investigation is undertaken, and the appropriate action or outcome decided by the delegated authority. This may include a reconsideration of one or more assessment grades or assessment evidence, or amendment of the final grade.
- (4) Once the outcome is confirmed, the ākonga is notified in writing.

### **6.21. Appeal of reconsideration decision**

- (1) If ākonga do not agree with a reconsideration decision, they may appeal that decision following the procedures set out in the Ākonga Appeals Policy.

## Part 7: Awards

### General

Awards include Formal Awards, Micro-credentials, and Non-formal Awards.

#### 7.1. Formal Awards

- (1) Formal Awards are for NZQA-approved qualifications. Te Pūkenga offers the following formal awards :
  - a. Doctoral Degree
  - b. Master’s Degree
  - c. Postgraduate Diploma
  - d. Postgraduate Certificate
  - e. Bachelor Honours Degree
  - f. Graduate Diploma
  - g. Graduate Certificate
  - h. Bachelor’s Degree
  - i. Diploma (Level 7)
  - j. New Zealand Diploma (Levels 5 – 7)
  - k. New Zealand Certificate (Levels 1 – 6)

#### 7.2. Micro-credential

- (1) A micro-credential is an NZQA-approved award that certifies achievement of a coherent set of assessed skills and knowledge, based on the needs of industry, employers, iwi, and/or the community.

#### 7.3. Non-formal Awards

- (1) Te Pūkenga offers a mix of assessed and non-assessed programmes or packages of learning that lead to the issuance of non-formal awards or recognition of achievement on successful completion. Te Pūkenga offers the following non-formal awards:
  - a. Certificate of Proficiency – a programme of study that meets the needs of an individual ākonga, consisting of one or more assessed courses from an already approved programme
  - b. Digital Badges – validated electronic recognition of ākonga accomplishment and achievement of knowledge, skills, experience, or competencies.
  - c. Statement of Achievement - given for Adult and Community Education (ACE) programmes, professional development or personal interest short courses, or other non-formal programmes or packages of learning.

#### 7.4. Eligibility for Formal Awards

- (1) A formal qualification is awarded to ākonga who successfully complete the programme requirements as stated in the Programme Regulations.
- (2) Where completion of the programme leads to an award by another authority, the regulations of that authority apply.



- (3) Formal awards are confirmed and conferred through the Qualification Completions procedures in place in the relevant business division.
- (4) Ākonga who are awarded a formal qualification receive their graduation certificate and record of learning/academic record.
- (5) Ākonga with unpaid fees who are eligible for a formal award are eligible to have their award confirmed and conferred but their graduation certificate and record of learning/academic record is withheld until any outstanding fees have been paid.

### 7.5. Award of Merit, Distinction, or Honours

- (1) Merit and distinction may be awarded for Bachelor degrees, graduate certificates, graduate diplomas, postgraduate certificates, postgraduate diplomas, and Master degrees.
- (2) The programme regulations identify which degrees can be awarded with merit or distinction and the following criteria apply:
  - a. Merit is awarded for an overall credit weighted grade average in the B to B+ grade range (70 – 79%)
  - b. Distinction is awarded for an overall credit weighted grade average in the A- to A+ grade range (80-100%).
- (3) No Distinction or Merit is awarded for Doctoral programmes.
- (4) Where the programme regulations allow, a Master degree may be awarded with a level of Honours and the following criteria apply:
  - a. First class pass is awarded for a credit weighted grade average in the A- to A+ grade range (80-100%)
  - b. Second class pass is awarded for a credit weighted average in the B to B+ grade range (70-79%)
  - c. Pass is awarded for a credit weighted average in the C- to B- grade range (50-69%).

### 7.6. Graduation Certificates and Academic Records

**TRANSITION:** Co-branded Business Division graduation certificates and academic records/records of learning will be issued in the first half of 2023 as set out in the relevant business division's awards procedures. The following regulations apply for all ākonga awarded a qualification from July 2023.

- (1) Graduation certificates are issued in English and Te Reo Māori. In both cases, the name of the award being granted is printed as approved by NZQA.
- (2) The format and wording of the graduation certificates is set out in Te Pūkenga Award Procedures.
- (3) The graduate's legal name, as recorded in Te Pūkenga records, appears on their graduation certificate and academic record.
- (4) Ākonga may apply for reissue of their graduation certificate or academic record through the procedures in place at the relevant business division.

### 7.7. Posthumous Awards

- (1) Te Pūkenga may award a qualification or otherwise recognise programme completion posthumously where the ākonga has met all the requirements and is eligible for the award.
- (2) If the ākonga had not met all the requirements of the award, Te Pūkenga may award the qualification or recognise completion posthumously where the ākonga:
  - a. had completed at least 75% of the qualification; or

- b. was in the final year of a degree; and
  - c. had been progressing successfully toward completing all requirements of the award.
- (3) Posthumous award decisions are made in discussion with whānau of the ākongā.
- (4) Posthumous awards are approved by the Chief Executive of Te Pūkenga on a case-by-case basis.

### **7.8. Granting of Honorary Degrees and Recognition Awards**

- (1) Honorary degrees and recognition awards may be granted by Te Pūkenga Council as a mark of esteem and to recognise outstanding contributions to Te Pūkenga or the wider community as specified in the rules made by the Council for the purpose of this provision.

### **7.9. Cancellation of Awards**

- (1) Te Pūkenga may refuse to confirm an award or may revoke an award if satisfied that
- a. the requirements were not fully met
  - b. the award was affected by an ākongā integrity matter
  - c. the ākongā made a materially untrue or misleading statement related to gaining the award
  - d. the ākongā is guilty of a serious breach or dishonest practice in relation to the award.
- (2) Te Pūkenga may revoke any award conferred or issued in error.
- (3) Revoking an award is regarded as final and the ākongā record is amended.
- (4) Cancellation of awards decisions are made by the delegated authority.

## Part 8: Graduation

### General

All ākonga who have successfully met the requirements of and been confirmed for a Formal Award (refer Awards, provision 7.1) are eligible to celebrate the awarding of their qualification at a Te Pūkenga graduation event.

#### 8.1. Graduation Events

- (1) Te Pūkenga graduation events are offered by all business divisions following the business division's traditions and practices and reflecting regional identity.
- (2) Graduation events may include:
  - a. Formal graduation ceremonies – offered on or off campus; academic dress required where appropriate. Cultural formal ceremonies for Māori and Pacific graduates are offered by some business divisions.
  - b. Industry training graduations for work-based learning ākonga, hosted or co-hosted with local Councils from across Aotearoa New Zealand.
  - c. Informal graduation celebrations for graduates of specific programmes, e.g., foundation and bridging programmes, English Language, etc.
- (3) Business division graduation schedules are published online.
- (4) Graduates register to attend a Te Pūkenga graduation event normally within two years of their award being conferred.

#### 8.2. Academic Dress

- (1) Where applicable, graduates attending a Te Pūkenga graduation event wear the academic dress (regalia) associated with their award and/or as described in the business division Graduation procedures. Graduates may wear clothing or garments of honour from their own traditions, cultures, or countries, e.g., korowai, ta'ovala. Where academic dress is required, the clothing or garments of honour are worn over or under the academic dress.

## Part 9: Glossary of Terms

Term	Description
<b>Academic Integrity</b>	Academic integrity is a belief in, and commitment to, the values of honesty, trust, fairness, respect, and courage in relation to teaching, learning, research, and assessment.
<b>Advanced Standing</b>	Award of a set of pre-approved prior learning credits to allow entry to a programme with exemptions for identified courses.
<b>Aegrotat</b>	Successful outcome of an Assessment Concession process
<b>Ākonga</b>	<p>A (current, past, and future) domestic tertiary learner, international tertiary learner, or industry trainee or apprentice.</p> <p>A person= who is involved in learning and/or <a href="#">assessment</a> (at an education and training provider or in the workplace, etc.).</p> <p>Alternatives:            Ākonga Māori   Māori learner            Ākonga nō Aotearoa   Domestic learner            Ākonga nō tāwāhi   International learner            Ākonga nō Te Moana-nui-a-Kiwa   Pacific learner            Ākonga Whai Kaha   Disabled learner</p>
<b>Ākonga nō Aotearoa (Domestic learner)</b>	Ākonga nō Aotearoa (domestic learner) is someone who is either a) a New Zealand citizen, b) the holder of a residence class visa, or c) required by the Minister or Gazette notice to be treated as if they are not an international student.
<b>Ākonga nō tāwāhi (International learner)</b>	Ākonga nō tāwāhi (international learner) means an International Student as defined in the Education and Training Act 2020 (section 10)
<b>Appeal</b>	A formal application to a higher authority for a decision to be reversed.
<b>Apprentice</b>	A person receiving New Zealand Apprenticeship training.
<b>Apprenticeship training</b>	means a type of vocational education and training that— <ol style="list-style-type: none"> <li>is provided for a person who is working in an industry while undertaking training in that industry; and</li> <li>is provided wholly or partly at the person’s workplace, mainly by or on behalf of the person’s employer; and</li> <li>consists of a programme of study or training, or both, leading to a qualification in the skills of an industry that provides entry into an occupation in that industry.</li> </ol>
<b>Assessment standard</b>	Unit standards and achievements standards listed on the Directory of Assessment Standards. Refer <a href="#">NZQA website</a> .
<b>Assessor</b>	A person who evaluates the assessment <a href="#">evidence</a> presented by ākonga
<b>Award</b>	Award means a certificate, diploma, degree, or other qualification that is listed on the NZQF; or a certificate or other document granted in recognition of ākonga achievement and completion of a micro-credential or other package of learning.
<b>Bachelor's degree</b>	A <a href="#">level 7</a> qualification with the purpose to provide individuals with systematic and coherent introduction to bodies of knowledge of a recognised major subject (or

Term	Description
	subjects in the case of a double degree or double major) as well as problem-solving and associated basic techniques of self-directed work and learning.
<b>Graduation Certificate</b>	A document that shows a qualification has been awarded to an individual ākonga.
<b>Certificate of Proficiency</b>	Not an award, but a funding mechanism which enables ākonga who do not intend to complete an approved programme to take individual courses from that programme or programmes.
<b>Code of Practice</b>	The <a href="#">Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021</a> (the Code)
<b>Competence</b>	The ability to apply particular knowledge, skills, attitudes, and values to the standard of performance required in specified contexts.
<b>Complaint</b>	An expression of dissatisfaction where the ākonga seeks some form of redress or change in a situation; where the ākonga considers that they have been directly or adversely impacted, which requires a formal process of resolution.
<b>Components</b>	Parts of a programme or micro-credential (or “short course”), which together make up a coherent arrangement of learning or training. Components are usually <u>courses</u> but may sometimes be called papers, units, modules, and skill or assessment standards.
<b>Concern</b>	A matter where it is likely that resolution can be obtained by direct, informal consultation with the people concerned. A situation where the ākonga considers appropriate standards have not been met but the impact on them has not been great.
<b>Confirmed (award)</b>	A committee confirms that all programme requirements have been successfully completed and the ākonga is eligible for award of the qualification
<b>Conferred (award)</b>	A qualification is formally awarded to an ākonga
<b>Course</b>	The smallest component of a programme that contributes credit towards an award (qualification or micro-credential). See also “Components”
<b>Credit</b>	One credit represents a notional 10 hours of learning, practice, and assessment time with respect to the outcomes and contexts of a course or standard. One full-time year of study (1 EFTS) equates to 120 credits.
<b>Credit Recognition and Transfer (CRT)</b>	A process where credit for outcomes already achieved by an ākonga through formal study is recognised as credit for comparable outcomes in another qualification. Encompasses both Credit Transfer and Cross Credit.
<b>Credit Transfer (CT)</b>	Credit for previous formal learning passed at Te Pūkenga or at another educational institution.
<b>Cross Credit (CC)</b>	Credit at course or standard level for a course or standard awarded towards another programme at Te Pūkenga or another educational institution.
<b>Delegated authority</b>	The kaimahi who has been given the right to make decisions on specific matters by Te Poari Akoranga Te Pūkenga Academic Board

Term	Description
<b>Delivery</b>	The various aspects of a provided learning experience, including the content and context of the <a href="#">programme</a> , resources, staff, teaching and learning strategies and assessment activities.
<b>Distance online</b>	Delivery through an online learning management system [LMS] which may include webinars / virtual lectures (recorded or live), online tutorials and discussions (synchronous or asynchronous), individual and group work
<b>EFTL</b>	Equivalent full-time learner (EFTL) is a measure of the size or workload associated with a course, programme, or qualification. One EFTL unit is defined as the ākonga workload that would normally be carried out in a single academic year (12-month period) by an ākonga enrolled full-time, and generally equates to 120 credits. Replaced EFTS as the measure in 2023 TEC Funding Conditions
<b>EFTS</b>	Equivalent full-time student (EFTS) as above. Replaced by EFTL in 2023 TEC Funding Conditions
<b>Formal Award</b>	A Qualification or Micro-credential achieved on successful completion of a programme of study approved by NZQA.
<b>Iwi</b>	Extended kinship group or tribe or people. Often refers to a large group of people descended from a common ancestor and associated with a distinct territory.
<b>Kaiako</b>	Teacher or facilitator of learning
<b>Kaimahi</b>	Te Pūkenga staff member, includes kaiako, learning advisor (WBL), ākonga support, and allied services
<b>Kaupapa</b>	The purpose and goals of an organisation.
<b>Kaupapa Māori</b>	Initiatives, elements, or ideas, that reflect a Māori world view.
<b>Learning Advisor</b>	Te Pūkenga staff member employed to support ākonga undertaking an apprenticeship or work-based learning covered by a training agreement.
<b>Level</b>	The ten levels of the <a href="#">New Zealand Qualifications Framework</a> . Levels are based on complexity, with Level 1 the least complex and Level 10 the most complex. All qualifications on the NZQF are assigned on the 10 levels.
<b>Mātauranga</b>	Knowledge
<b>Mātauranga Māori</b>	Māori knowledge in its widest and broadest terms and includes all aspects of Māori culture.
<b>Micro-credential</b>	A stand-alone education product intended to enable ākonga to access specific knowledge and skills in a cost-effective and time-efficient way. They are smaller than qualifications, with a tight focus on developing skills to meet the immediate needs of industry, employers, iwi and/or community.
<b>New Zealand Record of Achievement</b>	An individual ākonga transcript of <a href="#">unit standards</a> and <a href="#">achievement standards</a> credited and national qualifications completed, provided by NZQA from a national database ( <a href="#">More details</a> ).
<b>Notional Learning Hours</b>	Notional learning hours comprise all planned learning activities leading toward the achievement of programme or qualification learning outcomes. Ten notional learning hours equals one credit.
<b>NSI</b>	National Student Index. The system maintained by the Ministry of Education that contains registration details for all ākonga known to the Ministry. The NSI assigns a lifetime identification number (NSN, National Student Number) to each ākonga.

Term	Description
<b>NZQA</b>	<a href="#">New Zealand Qualifications Authority</a>
<b>NZQF</b>	<a href="#">New Zealand Qualifications Framework</a>
<b>Ohu Whakahaere</b>	Subcommittees of Te Poari Akoranga Te Pūkenga Academic Board; each subcommittee has a specific focus which includes Ako, Appeals, Approvals, Quality, <a href="#">Ōritetanga</a> , and Rangahau, Research, and Postgraduate.
<b>Outcome</b>	See <a href="#">learning outcome</a> .
<b>Programme (of study)</b>	A coherent arrangement of learning or training that is based on clear and consistent aims, content, outcomes, and assessment practices, and which leads to a qualification on the NZQF.
<b>Provider-based Learning</b>	Provider-based learning comprises learning mainly delivered on a campus or other educational setting, or online. It may include work-integrated learning
<b>QMS</b>	Quality Management System
<b>Qualification</b>	A certificate, diploma, or degree approved and accredited by NZQA and listed on the <a href="#">NZQF</a>
<b>Rangahau</b>	<a href="#">Kaupapa Māori research</a> that challenges the 'ordinary' or notion of normal that has been constructed by the dominant culture, and seeks to identify and uphold Māori views, solutions, and ways of knowing. It is about empowering Māori people, voice, processes, and knowledge.
<b>Recognising Prior Knowledge and Skills (RPKS)</b> <b>Recognition of Prior Knowledge and Skills</b>	Te Pūkenga overarching term for assessing and recognising learning to award credit towards a qualification, course or standard. The credit may be from previously credited learning or non-credited learning. Recognising learning and awarding credit is undertaken by evaluating ākonga skills and knowledge in relation to the graduate profile or other learning outcomes of a programme, component of learning, or assessment standard.
<b>Recognition of Prior Learning (RPL)</b>	A process of assessing and awarding credit at qualification, course, or standard level for learning which is current and relevant, regardless of where and how that learning has occurred, e.g., through formal study, self-directed study, workplace learning, life experience, hobbies, marae-based learning, within community wānanga or participation in rangahau projects.
<b>Stakeholders</b>	Individuals, groups, or organisations with an interest (or 'stake') in the outcome of a qualification.
<b>Te Kawa Maiorooro</b>	Educational Regulatory Framework for Te Pūkenga
<b>Te Poari Akoranga</b>	Te Pūkenga Academic Board established by Te Pūkenga Council in accordance with Section 324(2) of the Education and Training Act 2020
<b>TEC</b>	Tertiary Education Commission (Go to the <a href="#">TEC website</a> ).
<b>Training Agreement</b>	An agreement between an employer, an employee, and Te Pūkenga that relates to the employee's receipt of, or provides for the employee to receive, vocational education and training (whether provided by the employer or some other person)
<b>Transcript</b>	A formal record of enrolment and/or achievement issued by an education or training provider.
<b>Unit standard</b>	A nationally registered, coherent set of <a href="#">learning outcomes</a> and associated evidence requirements, together with technical and management information that supports <a href="#">delivery</a> and <a href="#">assessment</a> . All unit standards are registered on the Directory of

Term	Description
	Assessment Standards assigned a <a href="#">level</a> and a <a href="#">credit</a> value, and may contribute to the award of a qualification.
<b>Work-Based Learning (WBL)</b>	Work-based learning comprises varying proportions of on- and off-job learning developed via a partnership between the Employer, the Ākonga and Te Pūkenga. Work-based learning is normally covered by a Training Agreement.
<b>Workforce Development Councils (WDC)</b>	Six Workforce Development Councils (WDCs) provide skills leadership in New Zealand. Each WDC represents a set of related industries, with a WDC working within their industries to develop and maintain a strategic view of vocational skills and training. The key functions of WDCs are set out in <a href="#">section 366 of the Education and Training Act 2020</a> .
<b>Work-Integrated Learning (WIL)</b>	An umbrella term that describes a range of approaches that facilitate learning by connecting or integrating experiences across educational and workplace contexts in which feedback from clients and others from industry and community is integral to the experience.