**LEARNER**

**REGULATIONS**

**2024**

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1. General
	1. Introduction
		1. The *Learner Regulations* are relevant to all learners of ATNZ:
* People in the process of applying to enrol with ATNZ;
* Learners in work-based learning programmes or who attend courses in facilities arranged by ATNZ;
* Learners who take courses or are supported online

**Note:** Not all sections of the *Learner Regulations* are applicable for every learner.

* + 1. For the purposes of these regulations, the term ‘programme’ includes all educational offerings delivered by ATNZ including programmes of study and training. This may include Programmes, Microcredentials or non-formal delivery.
		2. The *Learner Regulations* seek to ensure that all ATNZ learners are treated fairly and equitably. They create obligations that apply to and must be applied by all ATNZ staff.
		3. The *Learner Regulations* are intended to be consistent with relevant New Zealand legislation. In the event of any inconsistency between the *Learner* *Regulations* and New Zealand legislation, the relevant legislative provisions shall prevail.
		4. Where a programme is subject to regulation by ATNZ and by an external authority, and there is conflict between those regulations, the PTE Manager or their specified delegate shall determine whether the regulations of that other authority shall apply in respect to that programme or training scheme. In making such a determination, they shall take into account any agreements and/or arrangements that exist between ATNZ and the external authority, and the academic integrity of the programme.
		5. In addition to the *Learner Regulations,* ATNZ has also established:
* Specific Programme Regulations;
* Policies, procedures and processes to give effect to the *Learner* *Regulations*.

	1. Changes to this document
		1. The *Learner Regulations* are determined and approved by the Board and are reviewed annually.
		2. Information provided to learners shall be updated where necessary to reflect changes made to the *Learner Regulations*. ATNZ shall notify learners of any changes made outside of the annual review cycle that are likely to affect them.
1. Providing Equal Opportunities to Learners
	* 1. ATNZ acknowledges the principles of Te Tiriti o Waitangi (Treaty of Waitangi) and although not a Tiriti partner, is committed to achieving oritetanga in opportunities, participation and outcomes for Māori and for other underserved learners.
		2. ATNZ is committed to providing an environment in which all learners have an equal opportunity to achieve their academic potential. This is to ensure that no unreasonable barriers are created which could prevent learners from gaining access to education and training.
		3. Wherever possible, programmes will be delivered in such a way as to give equal opportunities for all learners. In applying this principle, the learner body might include (but is not limited to):
* People with disabilities;
* People requiring specific learning assistance;
* People of all gender descriptions;
* The economically disadvantaged;
* The educationally disadvantaged;
* People who speak English as a second or foreign language;
* People with dependents;
* People from minority ethnic groups;
* People undertaking courses in which they identify as, or are a minority due to, for example, age, gender identity, ethnicity etc; and
* Other groups identified as disadvantaged.
	+ 1. ATNZ places particular emphasis on the elimination of barriers that cause under representation or underachievement in tertiary education for Māori and Pasifika people, people with disabilities, and on the basis of gender or gender identity.
		2. ATNZ shall work to identify and promptly resolve any form of harassment or unfair discrimination.
1. Admission and Enrolment
	1. General provisions
		1. Learners must comply with the relevant enrolment policies and procedures applying to each programme.
		2. Before learners can be enrolled at ATNZ they must complete and sign[[1]](#footnote-1) any relevant forms for admission, registration and enrolment and produce the evidence specified on the form of:
* Full legal name;
* Date of birth;
* Gender identity;
* New Zealand citizenship, residency status or evidence of entitlement to study as a domestic learner; and
* Any other evidence relevant to their enrolment.

For clarity, ATNZ will not enrol international learners.

Learners enrolling in programmes where enrolment is reported through the Industry Training Register (Apprenticeship Programmes) will complete a Training Agreement whereas all other learners will complete an Enrolment Form.

* + 1. Where a learner has a legal guardian or has granted power of attorney to someone else, then that person may sign the form on behalf of the learner.
		2. A parent or guardian may be required to sign or countersign the enrolment form for learners aged under 18 years of age.
		3. Failure by learners to complete an ATNZ admission, registration, Training Agreement or Enrolment Form correctly and truthfully, or to provide the necessary documents to confirm identity, citizenship and qualifications, may result in their application being declined or enrolment cancelled (see section 3.8: Refusal or cancellation of enrolment).
		4. Learners must not be enrolled into the funded component of any programme or course where they have prior learning or achievement that could be recognised at the time of enrolment through the application of Section 11 of these Regulations.
		5. Learners may only enrol in a programme or microcredential to be delivered through work-based delivery where they have an employment agreement or alternative arrangements in place with a work place that is able to provide the learning opportunities required by the programme or microcredential and that can ensure the health, safety and wellness of the learner to ATNZ’s satisfaction.
	1. Entry requirements
		1. In order to be considered for enrolment at ATNZ, a learner must be an eligible person as defined in section 255 of the Education and Training Act 2020.
		2. The detailed requirements for entry into and completion of ATNZ programmes, microcredentials or courses are contained in the relevant Programme Regulations and in information published by ATNZ. Where applicable, learners must meet the minimum entry requirements for a programme before they will be eligible to enrol and must provide appropriate evidence of meeting such requirements.
		3. Applicants may be required to attend an interview to determine their eligibility for admission, entry and/or selection into their intended programme.
		4. In addition to 3.2.2, ATNZ may decline an application for enrolment where the PTE Manager or their specified delegate does not believe there to be a realistic prospect of the learner successfully completing the programme.

Reasons for declining an enrolment in such circumstances include but are not limited to learners who can not provide sufficient evidence of being able to access a work place to undertake work based learning required by the programme, learners with such disabilities that they would be unable to safely and successfully complete required elements of the programme or to do so without a level of additional support from ATNZ that can not reasonably be provided within the facilities and resourcing available. In considering such cases, ATNZ will make all reasonable endeavours to enable learners to be enrolled.

* + 1. Learners who have attained the age of 20 years and do not hold the minimum entry requirements for a programme will be eligible to be enrolled where their previous educational, work or life experience indicates they have a realistic likelihood of successfully completing the programme. Learners who have not attained the age of 20 years and do not hold the required minimum entry requirements may also be eligible to be enrolled in exceptional circumstances. Such decisions will be made by the Academic Manager (or their specified delegate).
		2. Unless otherwise specified, the closing date for applications will be taken as the earliest of the first day of the scheduled programme delivery or when an application for the last remaining place in the programme is received.
	1. Limitations on enrolment
		1. Where learners meet the requirements for entry into a programme, microcredential or course, they are entitled to be enrolled if places are available, except in cases where Regulations 3.1.7 or 3.2.4 applies.
		2. ATNZ may limit the number of enrolments in any programme or course where this is deemed necessary. Reasons for limiting the number of enrolments include, but are not limited to, the availability of:
* Staff;
* Facilities (including classroom space, and health and safety constraints)
* Availability of work-based learning places or opportunities); or
* Equipment.
	+ 1. Where there are insufficient places available in a programme to accommodate all eligible learners, selection shall be according to selection criteria set out in the Programme Regulations and information published by ATNZ. Selection criteria may give preference to eligible learners who are from a category of persons under-represented among the learners undertaking the programme.
		2. Learners may generally not enrol in courses/NZQF standards totalling more than 75 credits for work-based learning or 120 credits for other modes of learning in any one year. Any such enrolments must be approved by the Academic Manager.
	1. Alternative programmes or courses
		1. Where learners apply for a programme or course that is not available or is full, ATNZ may offer them entry into an alternative programme or course.
		2. Learners shall be notified at the time of enrolment if the programme or course in which they wish to enrol is full. They will be advised whether they will be placed onto a waiting list and/or offered the opportunity to select an alternative programme or course.
	2. Confirmation of acceptance or declined of entry
		1. Confirmation of acceptance may be provided through ATNZ’s completion of the enrolment or Training Agreement. Alternatively, Learners may be informed in writing whether their application for entry into a programme or microcredential has been accepted or declined before the programme starts.
	3. Late enrolment
		1. Learners may be accepted for late enrolment up to two weeks after the commencement date of a programme by the Academic Manager (or their delegate).
	4. Name change
		1. Learners whose names have changed since the issue of any ATNZ document must provide ATNZ with appropriate evidence to support the change including, but not limited to, a:
* Marriage Certificate;
* Dissolution of Marriage Certificate;
* Statutory Declaration issued by the Registrar of Births, Deaths, and Marriages; or
* Birth Certificate.
	1. Refusal or cancellation of enrolment
		1. ATNZ may refuse to permit, or may cancel the enrolment of learners who:
* Are not of good character (including, but not limited to, having a bad debt history with ATNZ, a criminal conviction, or a history of breaching ATNZ regulations or policies);
* Have been guilty of misconduct or a breach of discipline (see section 10: Misconduct);
* Are enrolled for full-time instruction in another institution or secondary school; or
* Are deemed not to have a realistic prospect of successfully completing the programme, microcredential or course under Regulation 3.2.4.
* Have made insufficient progress in their study after a reasonable trial (see section 9: Academic Progress).
* Have a bad debt history with ATNZ.
	+ 1. Only the ATNZ Chief Executive may cancel a learner’s enrolment for misconduct or a breach of discipline (see section 13: Misbehaviour and Misconduct).
		2. Learners whose enrolment has been cancelled as a result of misconduct may not apply to re-enrol at ATNZ until their term of exclusion has been lifted,or has expired. ATNZ’s Chief Executive determines the term of exclusion in each case (see section 13: Misbehaviour and Misconduct).
		3. Where, subsequent to enrolment, learners are found to have falsified evidence or not disclosed required information relevant to meeting the entry criteria for a programme or microcredential, this shall be treated as misconduct (see section 10: Misconduct). This is likely to result in the cancellation of a learner’s enrolment without a refund of fees (see section 3.8.1).
		4. Learners with an ATNZ bad debt history may be excluded from re-enrolling at ATNZ (see section 3.8.1). Learners with a company or other third-party bad debt may re-enrol if they are paying their fees themselves or through a learner loan or other-third party. Learners cannot enrol or re-enrol using a company or other third-party invoice for payment where the company or third-party has a bad debt.
	1. When enrolment becomes official
		1. ATNZ shall issue a Training Agreement, Enrolment Form or a Letter of Offer with a statement of the fees associated with the intended enrolment to all learners who seek to be enrolled at ATNZ depending on the nature of the programme. Any one of these documents is deemed to be an enrolment offer.
		2. Learners are deemed to be enrolled in a programme or course when:
* The relevant form/s for admission, registration and enrolment have been:
* Completed and signed[[2]](#footnote-2) by them;
* Submitted online; and
* Either:
* They have paid their fees, or have made provision for their fees to be paid; or
* They have not paid their fees but are engaging in learning after the period for the full refund of any fees paid has lapsed and has been invoiced, and ATNZ is intending to enforce the debt.
	1. Enrolment details for specific learner groups

The following table details enrolment details for specific learner groups:

| Group | Enrolment details |
| --- | --- |
| Learners under 16 years | Learners who are under 16 years of age on the course or programme start date and wish to study full-time at ATNZ must provide a School Exemption Certificate from the Ministry of Education before they enrol. Learners who are under 16 years of age and wish to study part-time at ATNZ while still at school must provide a letter from their school principal before they enrol confirming that:* they are capable of undertaking tertiary study as well as their secondary school study; and
* their school principal has approved their attendance at ATNZ.
 |
| Learners who are still at School | Learners who are still at school may not be enrolled in SAC or UFS funded programmes and courses that require them to be absent from school to complete their studies, except as part of a programme delivered in partnership with the school.  |
| Learners with the Department of Corrections | Prison inmates who are not covered by publicly funded programmes designed for prisoners are eligible to enrol at ATNZ if they meet the entry criteria for the programme or training scheme.  |
| Learners who are studying in another provider’s programme, microcredential or other form of provision at ATNZ | Learners who are studying in another provider’s programme including subcontracted delivery on behalf of other providers, training scheme or other form of provision at ATNZ are enrolled through their own institution. These learners must follow their own institution’s enrolment processes and regulations.These learners are not enrolled learners of ATNZ but may be entitled to use various learner support services and may be subject to parts of these Regulations by agreement between ATNZ and the provider. Where applicable, this will be specified in their learner information and learners will be required to comply with ATNZ regulations, policies and rules for the use of these services or where ATNZ is conducting the delivery and these do not conflict with those of the provider that the learner is enrolled with.  |

* 1. Keeping enrolment details up to date

Learners are responsible for advising ATNZ of any changes in their name, home address, contact details and emergency contacts throughout their period of enrolment.

1. Setting and Paying Fees
	1. General provisions
		1. This section covers the payment of fees by:
* New Zealand citizens and permanent residents; and
* Companies on behalf of learners.
	1. Fee Setting
		1. Fees and any compulsory non-tuition fees for programmes, microcredentials and courses will be set and approved by the Chief Executive prior to enrolments being accepted into that programme or course.
		2. Fees for apprenticeship programmes will be set as annual fees and will be prorated for the months that the learner will be enrolled in any calendar year.
		3. Compulsory non-tuition fees may be charged for equipment, clothing or materials that are required in order to complete the programme where the learner is entitled to retain such resources, except where such compulsory non-tuition fees would breach the conditions of any particular funding condition or agreement.
		4. A compulsory Learner Service Fee may be charged by ATNZ in addition to the programme fee for Programmes that lead to a qualification on the New Zealand Qualifications Framework.

		This fee is intended to pay some of the costs incurred by ATNZ in providing learner support and services beyond basic delivery requirements, such as health and counselling services, specialist learning support and advocacy. This fee will only be introduced after consultation with ATNZ learners. Details of the costs and services provided for this fee will be published in the ATNZ Annual Report.
		5. ATNZ will maintain an independently managed Trust that fully covers any potential liability for fee refunds and is compliant with the requirements of the Education and Training Act 2020 and NZQA’s Student Fee Protection Rules.
	2. When payment is due - domestic learners
		1. Programme, microcredential and course fees must be paid in full, or a signed agreement made for payment by instalment or other method agreed by ATNZ, by the start of the course or the start of the progamme and start of each year where annual fees are charged.
		2. Learners undertaking distance or online courses must pay all fees by the time they have started communication with the Tutor.
		3. Learners may be approved to pay their fees in instalments.
		4. Learners may apply to pay fees in instalments by completing and submitting an *Instalment Application* form[[3]](#footnote-3).
		5. **Note:** Where learners are eligible for a Student Loan, payment in instalments will not normally be approved. Agreements for the payment of fees in instalments shall incur an administration fee.
		6. Agreed methods for payment of fees for programmes leading to qualifications on the New Zealand Qualifications Framework include:

		a) paid monthly (calendar month) in advance
		b) paid in two equal instalments
		c) paid by a Student Loan once processed
		d) paid in full at course or programme commencement and at the start of the year where annual fees are charged.
		7. Instalment payments must be completed within the duration of the programme or course for course fees.
	3. Liability for unpaid fees
		1. Learners who do not pay their fees on time are liable for:
* All unpaid fees; and
* All external costs of collection from appointed agencies.
	1. Consequences of unpaid fees
		1. Learners who fail to pay their tuition fees and/or compulsory non-tuition fees are in breach of their enrolment agreement with ATNZ. This may invalidate their enrolment, unless learners have made a commitment to pay their fees (either in writing or through attendance in the course).
		2. Until learners have paid all fees due to ATNZ in full they will not:
* Have credits reported to NZQA or recorded on their official record of learning;
* Be enrolled in further programmes or courses;
* Be granted or allowed to graduate with any award; or
* Have their academic records transferred.
	+ 1. ATNZ shall enforce commitments to pay unpaid fees (e.g. via a debt collection agency).
		2. ATNZ may cancel the enrolment of any learner with unpaid fees.
	1. Fees paid by a company or other third-party
		1. Companies or other third parties, who have confirmed that they are paying a learner’s fees by producing an order number or a letter confirming payment, are liable for any outstanding fees, including where the learner withdraws or transfers their enrolment. This applies even if the learner no longer works for that company.
1. Cancellations, Postponements and Timetable Changes
	1. Cancellation or postponement of a programme, microcredential or course
		1. ATNZ reserves the right to cancel or postpone a programme, microcredential or course or to transfer the location of delivery to a different site if:
* There are insufficient enrolments before the programme, microcredential or course is planned to start; or
* Where a natural disaster or government directive (other than in circumstances where 5.1.3 applies) prevents the programme or course being run; or
* For any other reason where cancellation is necessary for the sound management of ATNZ and its resources; or
* Where ATNZ is unable to continue to operate and voluntarily discontinues operations.
	+ 1. Where ATNZ cancels or postpones a programme, microcredential or course, or changes the location of delivery so that it is difficult for a learner to continue at the new site, learner fees shall be (as determined by the learner):
* Refunded in full where the cancellation or postponement occurs before the end of the Refund Period specified in section 9.2 of these Regulations; or
* Refunded on a pro rata basis considering the duration of programme, microcredential or course remaining for which fees have been paid at the date of sessation; or
* Credited to another programme or course; including where applicable with an alternative provider.
	+ 1. Where ATNZ is prevented from delivering a course, microcrfedential or programme by NZQA, ATNZ and/or the Public Trust (being the administrator for ATNZ’s Student Fee Protection mechanism) will refund student fees in accordance with the refund provisions of these Regulations where this event occurs within the Refund Period and on a pro rata basis for the remaining proportion of the course or programme duration beyond the Refund provisions.

These circumstances could arise from NZQA determining that:

* ATNZ is no longer delivering or capable of delivering the course or programme in which students are enrolled
	+ - any regulatory closure of ATNZ
		- insolvency of ATNZ
		- ATNZ ceasing to operate or losing its body corporate status
		- any cancellation by NZQA of ATNZ’s registration;
		- any withdrawal by NZQA of ATNZ’s accreditation to provide a programme or microcredential
	1. Timetable changes
		1. Where learners are enrolled in a course and the scheduling of the entire course changes after enrolment, ATNZ shall endeavour to provide an alternative course that meets their requirements, or shall withdraw the learner’s enrolment and refund their fees in full. This section does not apply when activities and lessons are rescheduled within the dates and hours that had initially been set for the course.
		2. ATNZ disclaims liability in the event of a programme or course being suspended for an indefinite period of time as a result of unforeseen circumstance(s) beyond ATNZ’s control.
1. Withdrawals
	1. General provisions
		1. Learners may apply to withdraw from a programme, microcredential or course by completing and submitting a *Withdrawal* form[[4]](#footnote-4).
		2. Withdrawal applications shall only be accepted within the enrolment period for which learners are enrolled in a programme or course.
		3. Withdrawal from a programme, microcredential or course does not prejudice a learner’s right to apply for re-enrolment in that programme, microcredential or course.
		4. Learners who enrol prior to receiving their results from a previous course/s, and it later eventuates that they have not passed a pre-requisite course, must ensure that their enrolment is withdrawn and, if appropriate, another enrolment is substituted before the course commences. ATNZ reserves the right to cancel a learner’s enrolment in a course where they do not meet the pre-requisite for enrolment (see section 3.8: Refusal or cancellation of enrolment and section 9: Academic Progress).
		5. Learners who enrol before progress has been assessed and who later become subject to exclusion from a programme or course as a result of insufficient progress, must withdraw from any affected programme, training scheme or course. ATNZ reserves the right to cancel such enrolments at its discretion (see section 3.8: Refusal or cancellation of enrolment and section 9: Academic Progress).
		6. ATNZ will advise Study Link of withdrawals from a TEC funded programme within 5 working days of the withdrawal date.
	2. Withdrawal by ATNZ
		1. ATNZ may withdraw learners from a programme or course where they are enrolled but have not engaged in learning in the first three weeks. All reasonable efforts will be made to contact learners to determine whether they wish to be withdrawn. If a learner does not respond to these efforts, they may be deemed to have withdrawn. The decision to withdraw the learner under this Regulation will be made by the PTE Manager.
		2. In exceptional circumstances, learners may be withdrawn from a programme or course at the discretion of the Chief Executive
	3. ATNZ’s withdrawal period
		1. The withdrawal period is the period during which learners may withdraw from a programme, microcredential or course without incurring an academic penalty on their academic record (see section 6.4: Consequences of Withdrawal).
		2. ATNZ’s withdrawal period is aligned to the last full refund date specified in section 8.2 of these Regulations. The withdrawal period starts from the course start date and **not** the date on which the learner started the course (where they started after the earliest course start date).
		3. Where learners change courses more than once during a year, the withdrawal/transfer dates shall apply from the start date of the course in which they initially enrolled.
		4. The date of withdrawal shall be the date that the completed *Withdrawal* form is emailed to ATNZ.
	4. Consequences of withdrawal
		1. The following table details what will be recorded on the academic record of learners who withdraw, or are withdrawn, from a course:

| Date of withdrawal | Academic record |
| --- | --- |
| Before the last full refund date (see section 9: Refunding Fees). | There will be no academic record for the relevant course. |
| After the last full refund date (see section 8: Refunding Fees  | The grade ‘W’ (withdrawn will be recorded against the relevant programme or course) |

* + 1. Learners who withdraw from a programme, microcredential or course before the last full refund date (see section 9: Refunding Fees), whether instigated by them or ATNZ, shall have their enrolment deemed as no longer valid.
		2. In exceptional circumstances, such as medical or compassionate circumstances, or other circumstances beyond the control of the learner, the regulations regarding withdrawal may be varied at the discretion of the Academic Manager (or specified delegate).
		3. ATNZ may at it’s discretion waive the payment of additional course fees and transfer any previous assessment outcomes to a new course enrolment where a learner withdraws after the refund period for medical or compassionate reasons with the intent of deferring their study to a future course.
1. Transfers
	1. Transfers between/within programmes, microcredentials or courses at ATNZ
		1. Learners may apply to transfer between a ATNZ programme, microcredentials or course by completing and submitting a new enrolment application and form for the programme they wish to transfer to and a *Withdrawal* form for the existing enrolment[[5]](#footnote-5).
		2. Transfers shall only be made in accordance with the programme regulations and with the approval of the PTE Manager.
		3. ATNZ will generally only approve Transfers:
* Within the current calendar year; and
* If places are available in the relevant course.
	+ 1. Transfer time frames are calculated from the start date of the course in which a learner initially enrolled. This applies to full-time and part-time courses.
		2. Learners who enrol prior to receiving their results from a previous course/s, and it later eventuates that they have enrolled in courses which they are unable to attend, may apply to transfer their enrolment to alternative courses. ATNZ reserves the right to cancel a learner’s enrolment in a course where they do not meet the pre-requisite for enrolment (see section 3.8: Refusal or cancellation of enrolment and section 9: Academic Progress).
	1. Fees associated with transfers
		1. An administration fee may be charged for each transfer initiated by a learner. The fee must be paid before the transfer application will be processed.
		2. Where transfers involve the payment of further fees, learners shall pay or arrange for payment of the additional fees when requesting the transfer.
		3. Learners shall pay any direct costs (e.g. equipment, uniform, books) incurred by ATNZ as a result of the transfer.
		4. No transfer applications will be processed until any outstanding fees have been paid.
	2. Transfer to another institution
		1. Transferring to another institution is treated as a withdrawal from ATNZ (see section 6: Withdrawals).
	3. Transfers - domestic learners
		1. Domestic learner fees are not transferable between institutions.
1. Refunding Fees
	1. General provisions
		1. Refunds shall be calculated from the date a *Withdrawal* form[[6]](#footnote-6) is received by ATNZ.
		2. Where ATNZ cancels or postpones a programme, microcredential or course, all fees shall be refunded in full or credited to another programme or course, at the learner’s discretion.
		3. In the unlikely event that ATNZ voluntarily closes during any period of enrolment, ATNZ will make every effort to enable learners to complete their course, microcredential or programme with another provider and/or refund all fees under the provisions of 8.1.3 at the learner’s discretion.
		4. Learners who withdraw from or cease attending a course before fees are paid shall be responsible for the payment of outstanding fees as notified.
		5. Where learners owe other fees to ATNZ, those fees shall be deducted from any refund.
		6. Where it is known that learner fees have been paid by a recognised third-party (including by Student Loan), any refund shall be paid back to that third-party and not to the learner, unless the learner produces a written authority from the third-party authorising payment directly to them.
		7. Refunds are paid directly into a bank account.  Printed confirmation of the bank account details (e.g. a screen shot of the account detail, bank statement or similar) into which the refund is to be paid is required before any refund will be made.
		8. Learners whose enrolment is cancelled following misconduct are not entitled to a refund of fees (see section 13: Misconduct).
		9. External examination fees shall be refunded, less an administration charge, provided learners advise ATNZ of their withdrawal before the cut-off date set by ATNZ each year. Where fees have been sent to the examining body, learners must request the refund directly from the appropriate organisation, within the publicised time frame.
		10. Refund amounts can only be held in credit for the year the refund has been processed unless otherwise agreed in writing by the PTE Manager.
	2. Refunds.

|  |  |  |
| --- | --- | --- |
| **Nature of Training** | **Withdrawal Period**  | **Amount of Refund** |
| Programmes of more than one year with continuous enrolment through the year and no course structure or work-based microcredentials, ie Apprenticeship Programmes  | Before the end of the 10th business day following the signing of the Training Agreement | Full refund of Fees, less admin costs of 10%or $500 whichever is lesser |
| After the 10th business day  | No refund |
| Courses of 1 - 2 days | Once course has started | No refund |
| Courses of 2 days - 5 weeks  | Before the end of the 2nd day of course  | 50% of total fees paid  |
| After the second day | No refund |
| Courses of 5 - 13 weeks (3 months) | Before the end of the 5th day of the course | 75% of total fees paid  |
| After the 5th day  | No refund |
| Courses of than 13 weeks (3 months) | Before the end of the 8th day of course | Full refund of Course Fees, less admin costs of 10%or $500 whichever is lesser |
|  | After the 8th day  | No refund |

* 1. Refunds on compassionate or exceptional grounds
		1. No refunds shall be made after the refund periods stated in the *Learner Regulations* except on:
* Compassionate grounds where the learner’s ability to study has been affected, including but not limited to:
* Illness;
* Injury;
* Events beyond the control of the learner
* Other exceptional grounds.
	+ 1. To be considered for a refund on compassionate or exceptional grounds[[7]](#footnote-7), a learner’s written application to withdraw must be addressed to the PTE Manager and accompanied by appropriate evidence and submitted. This may be submitted by email.
		2. In all cases, the PTE Manager or their specified delegate has sole discretion to consider applications and to determine an appropriate refund.
		3. In considering an appropriate level of refund on compassionate grounds, ATNZ will retain:
* Costs already incurred in tuition either through direct teaching and support but also infrastructure and overhead
* Components of the fee already committed for the duration of the course, eg, materials, equipment, clothing
* Specialist fees
* Administration costs
* Any other costs already incurred

1. Academic Progress
	1. General provisions
		1. The purpose of this section is to ensure that learners who have not made satisfactory academic progress in their studies are given support and academic advice regarding their future study.
		2. This section applies to all learners enrolled in assessed courses.
	2. Academic requirements (Not applicable to Apprenticeship programmes)
		1. Learners who do not successfully pass the same course twice may not automatically re-enrol in that course (see section 3.8.1: Refusal or cancellation of enrolment). The decision whether learners can re-enrol in that course shall be based on the likelihood of them passing the course given a third enrolment and shall be made by the Academic Manager.
		2. Learners who fail the same course three times may not automatically re-enrol in that course. Where there are exceptional circumstances, the PTE Manager may authorise a fourth enrolment.
		3. Full-time learners who do to achieve more than 50 per cent of their enrolled credits in any one enrolment period may not automatically re-enrol in any further courses (see section 3.8.1: Refusal or cancellation of enrolment). The decision whether learners can enrol in further courses shall be based on the likelihood of them succeeding in further study and shall be made by the Academic Manager.
		4. The PTE Manager shall ensure that learners who are re-enrolled under this provision are provided with appropriate additional support to learners for their on-going study.
		5. All decisions to preclude learners enrolling in further courses shall be reported to the Academic Committee.
2. Assessment and Moderation
	1. Assessment Policy Relevant to Learners
		1. Learners are responsible for familiarising themselves with assessment rules and procedures for their programme or course.
		2. Learners shall be advised when a course or programme begins of:
* NZQF Standard or Course assessment information and requirements including weightings;
* Assessment timetables;
* Pass and grade values;
* How achievement will be reported;
* Appeal provisions; and
* Arrangements for reviewing assessment evidence.
	+ 1. During assessment, learners must observe any direction given by the assessment supervisor and any rules that apply (e.g. rules specifying the type of equipment that may be used, time limits and the need for silence).
		2. Learners must behave honestly in all summative assessment. All work presented by learners for summative assessment must be their own work, reflect their own learning, and must not be plagiarised. Plagiarism or the submission of answers generated by any form of artificial intelligence will be regarded as particularly serious breaches of these regulations.

Learners will be required to evidence that each item of assessment work is entirely their own work.

* + 1. Notwithstanding section 10.1.4, work may be presented by a group of learners for summative assessment where this is specified in the assessment information.
		2. ATNZ assessors may decline to assess any course work where they are satisfied that there has been dishonest or improper practice or where the learner has not followed instructions given for or during the assessment. The Misconduct provisions will apply in such cases.
		3. Learners are responsible for satisfying all summative assessment requirements for their course, and for making themselves available to undertake all summative assessments at the published time and place.
		4. Summative assessment may be completed in Te Reo Māori if it is practical and a translator approved by ATNZ for language fluency and subject expertise is available
	1. Assessment Procedures
		1. Unless otherwise specified in Programme Regulations, resit attempts will not normally be permitted for achievement based assessments except where there is a minimum mark or grade that must be achieved for an individual assessment within the course.
		2. Unless otherwise specified in Programme Regulations, at least two resit attempt will be granted automatically for competency based assessments where a first attempt has genuinely been attempted. Resit attempt scheduling and any resit beyond three attempts will be at the sole discretion of the ATNZ PTE Manager within available resourcing and staffing.
		3. A fee may be charged for any resits that are permitted.
		4. Specific Programme Regulations may state a maximum period for completion of a programme. In such cases, the period will be calculated from the start date of the first course in the programme in which the learner is enrolled.
		5. In extenuating circumstances, the PTE Manager or their specified delegate may extend the maximum period allowed for programme completion.
		6. Learners must submit assessments by the due dates and times. Unless otherwise specified in Programme Regulations or in cases where an extension has been granted, the Account Manager or Tutor responsible for the assessment may, at their discretion:
* lower the achieved grade as a penalty for lateness in an achievement based assessment
* regard the piece of work as a first Not Competent attempt at a competency based assessment
* in consultation with the Academic Manager or their specified delegate, refuse to accept or mark a piece of work not submitted by the due date and award it a no grade, 0% or Not Competent.
	+ 1. Learners may apply for extensions to assessment deadlines in extenuating circumstances that are beyond the control of the learner.
* Applications must be made in writing to the Course Tutor at least 3 days before the scheduled deadline.
* Applications must be submitted by email.
* The Course Tutor will advise the outcome of the application within 2 working days of receipt.
	1. Learner availability
		1. Learners who have two or more examinations/tests scheduled at the same time must inform the PTE Manager in writing at least four weeks before the examinations/tests are to be held. Where possible, learners will be required to sit all examinations/tests on the same day.
		2. ATNZ will allow assessments for any learner to be undertaken at different times to those scheduled only in exceptional circumstances and where the provision of the assessment can reasonably be conducted within the staffing and other resources available.
	2. Changes to summative assessment
		1. Changes to summative assessment requirements shall not be made by ATNZ after a course begins except in exceptional circumstances. Any such changes shall be notified in writing to all learners enrolled in the course and shall not disadvantage any learner.
	3. Summative assessment in Te Reo Māori
		1. Learners requesting summative assessment in Te Reo Māori must, within one week after the course or programme start date, give notice in writing through email to the Academic Manager.
		2. The Academic Manager shall provide a written response to the request within two calendar weeks after the course start date.

* 1. Plagiarism-detection software
		1. ATNZ may at its own discretion use plagiarism-detection software or other means to confirm a summative assessment is a learner’s own work.  Work may be retained on a plagiarism-detection database for on-going comparison with other work submitted.
		2. By enrolling in a course at ATNZ, learners agree to their work being submitted to plagiarism-detection software for checking. Declining to allow the use of the plagiarism-detection software by ATNZ could result in a learner being unable to complete a program or course.
	2. Examination and test assistance
		1. Learners with an impairment or other condition such as illness, injury or pregnancy who require assistance to take an assessment should advise their Tutor or Account Manager in writing for approval by email. Wherever possible, applications should be sent three weeks before the date of the assessment and state the reason why assistance is required.
		2. ATNZ learners with an impairment relating to reading and writing may make the application to the Academic Manager, Account Manager or Tutor verbally. In such cases, the Academic, Account Manager or Tutor will ensure that a written record of the application is created.
		3. To be eligible for special assistance, learners must provide appropriate evidence of their impairment or other condition. Examination and test assistance may not be available for all courses or NZQF Standards.
		4. Assessment assistance may be provided in the following ways:
* Additional time. This would normally not exceed 20 minutes for each hour of the examination or test;
* Assistance by a reader;
* Where available, provision of access to a computer with voice recognition software to enable written questions to be spoken and/or for learner responses to be converted to text.
* Provision of an alternative oral assessment
* Assistance by a writer;
* Assistance by a reader/writer;
* Assistance by a New Zealand sign language interpreter; or
* A combination of the above.
	+ 1. The Academic Manager or their specified delegate will determine the nature of assistance that will be provided.
		2. At ATNZ’s discretion, assessments may be conducted orally rather than through provision of reader or writer assistance where this would not comprise the integrity of the assessment being conducted and not be in conflict with any specific Programme Regulations. The decision to utilise oral assessment in this case will be made by the Academic Manager or the Assessor.
	1. Notification of summative assessment outcomes
		1. Summative assessments in written form shall be marked and learners notified of outcomes as quickly as possible. Unless otherwise notified, this will be within ten working days of the assessment taking place or being due.
		2. The outcome of summative assessments in oral form or observation shall be communicated to the learner at the time of the assessment or as soon thereafter as practical in cases where a peer review is sought by the assessor.
	2. Aegrotat pass (AP)

 (Note that this section is not applicable to Apprenticeship programmes)

* + 1. Aegrotat consideration is not available for assessment items within a course or programme that is assessed on a competency basis or where the entire course or programme is assessed on this basis. In such cases, learners must complete the required assessments.
		2. ATNZ’s aegrotat provisions are intended to ensure that learners are not unfairly disadvantaged if, for specified circumstances beyond their control, they are unable to undertake or are impaired in the completion of a summative assessment.
		3. Rather than use these aegrotat provisions, ATNZ prefers that learners have the opportunity to complete the summative assessment by providing:
* An extension of time;
* An alternative summative assessment at a different time;
* An opportunity to re-sit the assessment; or
* Examination or test assistance to undertake the assessment (such as a reader/writer) (see section 9.6: Examination and test assistance).
	+ 1. Wherever possible, learners should attempt an assessment and apply for an aegrotat pass on the basis of impaired performance.
		2. Learners shall be eligible to be considered for an aegrotat pass in an achievement based course if:
* Due to illness, injury, bereavement, or other exceptional circumstances beyond their control, they are:
* Unable to present work for a summative assessment at the time it is due and where an extension of time is not available; or
* Unable to attend a test or examination; or
* Prevented from preparing for a summative assessment; or
* Seriously impaired in their performance in a test or examination (impaired performance); and
* They have failed to achieve a pass in the course as a result; and
* An alternative summative assessment is not available; and
* The relevant Programme Regulations allow for an aegrotat pass to be granted; and
* They are enrolled in the programme to which the application relates, and all fees have been paid.
	+ 1. Learners who fail to present work for or undertake a summative assessment through oversight, absence or lack of familiarity with the published assessment requirements of a course may not apply for an aegrotat pass except as provided for in 10.10.4.
		2. Learners seeking consideration for an aegrotat pass must submit a completed application to the Academic Manager within five working days of the date on which the assessment was due or the date of the test or examination. Applications must be accompanied by a medical certificate or other appropriate documentary evidence of the illness, injury, bereavement, or other exceptional circumstance. The medical certificate or other documentary evidence must contain the opinion of a suitably qualified person that the learner was incapable of presenting the work for assessment or of attending the test or examination or that their performance was impaired. Reason(s) for the above must be included.
		3. The Academic Manager or their specified delegate shall determine whether applications to be considered for an aegrotat pass are accepted for consideration. Learners shall be notified within five working days whether their application has been accepted for consideration. Aegrotat decisions are made by the Academic Committee at the end of the course when all other summative assessments have been completed and are considered only if learners have failed the course.
		4. The Academic Committee shall grant an aegrotat pass, at its discretion, only if it is satisfied that a learner would have passed the course were it not for the illness, injury, bereavement or other exceptional circumstance.
		5. The following provisions apply when granting an aegrotat pass:
* An aegrotat can only be used for one summative assessment in each course;
* An aegrotat pass can only be granted in a course where there is more than one summative assessment and learners have met all other summative assessment requirements; and
* In determining whether to grant an aegrotat pass, only the results of the course for which the aegrotat has been applied shall be considered.
	+ 1. Where learners are granted an aegrotat pass, the grade recorded on their academic transcript shall be an AP (aegrotat pass).
		2. Where learners are declined an aegrotat pass, the actual grade achieved shall be recorded on their academic transcript.
	1. Notification of final course results and/or updating of NZQA Record of Achievement
		1. NQF Standards that have been completed will be reported to NZQA within 10 days of completing all assessment requirements.
		2. Provisional course results shall generally be made available to learners within ten working days of the final course completion date, the final course examination, or the last examination of a predetermined examination period unless otherwise approved by the Academic Manager and notified in writing to the learner.
		3. Final course results shall generally be issued to learners and recorded in the Student/Trainee Management System following approval by the Academic Manager within twenty working days of the final course completion date, the final course examination, or the last examination of a predetermined examination period unless otherwise approved by the PTE Manager and notified in writing to the learner.
		4. Final course results notices shall be issued and/or the completion of NZQF Standards reported to NZQA only when they have paid their fees for that course in full, including:
* Course tuition fees;
* Compulsory non-tuition fees;
* Compulsory assessment fees; and
	+ 1. Learners who have not received their final course results notice or had their Record of Learning updated because of unpaid fees may apply in writing to the PTE Manager to receive their results notices or have their Record of Learning updated once full payment of fees has been made.
		2. The Registrar issues official Academic Transcripts to learners upon request and payment of the prescribed fee.

**Note:** The information contained in the Academic Transcript is a complete record of study, including passes and fails in all courses studied.

* + 1. Where a current learner is eligible but dies before receiving their final course results notice, their next of kin or personal representative may apply in writing to ATNZ to receive their final results.
	1. Reconsideration, retention and the return of assessment evidence
		1. Following summative assessment, learners are entitled to:
* Sight and review their marked assessment
* Receive feedback on what was expected in the assessment and on how results were determined so they can monitor their progress; and
* Apply for reconsideration of the marks or grades awarded for an assessment.
* Apply to have the original copy of their assessment returned to them. In such cases, ATNZ may charge a fee to cover the cost of copying the assessment for NZQA retention requirements and moderation.
	+ 1. Learners are entitled to apply for reconsideration of an assessment mark or grade, the outcome for a course or the outcome for a programme.
		2. ATNZ may charge a fee for reconsidering any assessment mark, grade or course outcome.
		3. Applications for reconsideration of an assessment mark or grade, the outcome for a course or the outcome for a programme must be made in writing to the Academic Manager within 10 working days of the result having been made available to the learner.
		4. The Academic Manager shall appoint a suitably competent person independent of the initial assessment decision to undertake any reconsideration applied for by a learner.
		5. Reconsideration may lead to an unchanged assessment decision or to the raising or lowering of a result or outcome.
		6. The outcome from any reconsideration shall be communicated to the learner within 10 working days of their application being received by the Academic Manager.
		7. Copies of assessment evidence will be retained in secure or electronic storage for 12 months following the completion of the programme or withdrawal from the programme.
		8. Learners may apply in writing for the return of their assessments or copies of their assessments where these are not accessible through electronic storage.
		9. If no application for the return of assessments is received within eighteen months of the programme completion or permanent withdrawal from the programme by a learner, ATNZ may destroy the assessments that have been retained.
	1. Advice to external organisations/people
		1. Learners must provide written permission to ATNZ before their results can be forwarded to any other person or organisation, unless already specified in an existing agreement between ATNZ, the learner and the person or organisation.
		2. It is the responsibility of the learner to ensure that this written consent is provided to ATNZ.
	2. Moderation
		1. Any summative assessments submitted by learners may be subject to internal and external post assessment moderation in accordance with section 11 of the Academic Regulations.
	3. Credit
		1. Credit for a NZQF standard or a course shall be granted to learners when the assessment for the standard has been completed and the learner judged to be ‘Competent” or where course requirements have been successfully completed and the Academic Manager has approved the final mark/grade.
		2. Subject to section 10.14.3, to be granted credit, learners must be enrolled in the course and have paid all fees.
		3. Credit may be granted for prior learning in accordance with section 11 of the Academic Regulations: Assessment of Prior Learning.
1. Recognition of Prior Learning and Credit Transfer
	* 1. The processes by which formal learning and experience is matched against learning outcomes are called recognition of prior learning (RPL) and credit transfer (CT). These may include cross credit (CC), Assessment of Prior Learning (APL) and Recognition of Current Competency (RCC).
		2. ATNZ will grant Credit for prior learning where appropriate evidence can be supplied by learners that they meet the learning outcomes of a course or the outcomes of a NZQF standard.  Prior learning might be work based, experiential, attested skills or formal learning.
		3. ATNZ shall apply assessmentof prior learning according to the following principles:
* The process of granting credit for prior learning shall be educationally sound, fair, consistent, efficient, effective and timely;
* The workplace/non-formal learning environment can provide equivalent learning opportunities to those provided in formal study;
* Workplace/non-academic performance can provide equivalent evidence to that associated with formal study;
* Applicants must provide appropriate evidence for assessment of prior learning;
* The assessor shall determine equivalence in the assessment of prior learning;
* The workplace/non-formal experience of every individual is unique and so assessment of prior learning applications shall be considered on an individual basis;
* NZQF standards may be awarded on the basis of Recognition of Prior Learning where ATNZ is satisfied that the leaner has provided evidence of their competence in all outcomes of the standard.
* Credit may be granted other than for NZQF Standards when evidence of prior learning is determined to satisfy ATNZ course or programme outcomes;
* A Programme of Industry Training or a Programme of Study comprising only NZQF Standards may only be awarded through the completion of all required NZQF standards; RPL and CT may be used to award the component NZQF Standard but not the Programme itself.
* Applicants who have been assessed as having the knowledge and skills equivalent to a course or assessment standard approved for RPL in the programme regulations shall be granted credit for it.
* A fee that reflects the time and administration required to assess applications will be charged for assessment of prior learning. This fee may vary with the complexity of the process required to consider and assess applications. The applicable fee must be paid before Recognition of Prior Learning or Credit Transfer will be granted.
	+ 1. Assessment of prior learning for some qualifications may be governed by policies and procedures set by external regulatory bodies or programme owners. In such cases those requirements shall take precedence.
		2. Learners are able to seek Recognition of Prior Learning or Credit Transfer at any time during their programme but should generally seek this before the start of the course or programme.
		3. Funding will not be claimed from the Tertiary Education Commission for any component of a programme where credit is obtained through Recognition of Prior Learning.
		4. ATNZ will appoint an Advisor to guide learners in understanding and applying for Recognition of Prior Learning or Credit Transfer on request through email to the Learner Support Manager.
	1. Credit Transfer
		1. Learners who have previously gained NQF standards that are included in ATNZ programmes will automatically receive credit transfer for these.
		2. Other applicants must complete an application and submit this along with their Record of Learning or Academic Transcript to the Registrar. The Academic Manager (or their specified delegate) will consider applications and ensure that credit is granted and recorded in the Student/Trainee Management System in accordance with ATNZ procedures.
	2. Cross Credit
		1. Learners will be granted credit towards the completion of a course or programme on the basis of verified academic evidence of successful completion of the same or similar learning outcomes in another recognised course or programme.
		2. Applicants must complete an application and submit this along with all supporting documentation to the Registrar. Applications will be considered by two members of the Academic Committee with expertise in considering cross credits.
1. Assessment of Prior Learning (APL) / Recognition of Current Competency (RCC)
	* 1. These processes are used to identify or recognise current skills and knowledge that are required to support a formal qualification. This is done by challenge assessment and/or a collection of evidence using different forms such as portfolios, assessments, observations, attestation and validation or other methods which meet moderation requirements.
		2. No partial credits will be awarded for NZQF standards or individual competency assessments. APL/RCC can be granted only to learners who can demonstrate that they meet all of the learning outcomes for that NZQF standard or competency assessment
		3. APL/RCC will only be considered and awarded for the programme in which the learner is enrolled to study
		4. Learners should generally apply for APL/RCC preferably before but no later than the end of the first week after the course or programme start date. APL/RCC will be based on work experience, independent study, personal experience or through prior study of other programmes.
		5. Applications for APL/RCC must be made on the appropriate form and submitted to the Registrar and forwarded to the Academic Manager.
		6. On receipt of an application, the Academic Manager will identify a process for assessing the application and determine a fee that will be charged for this. This fee will be advised to the applicant who must agree and pay this fee before the application will be considered.
		7. On the applicant’s payment of the fee, the Academic Manager will appoint an assessor with expertise in APL/RCC and in the specific programme to consider the application.
		8. The assessment outcome shall be advised to the applicant within 10 working days of their fee payment.
		9. A successful assessment of prior learning may result in the award of credits for specified courses which will be recorded as passes in one or more courses or against a set of particular learning outcomes in a course.
		10. APL/RCC assessment shall be moderated in accordance with the Academic Regulations.
		11. Further information on the process for assessment of prior learning and associated fees is available from ATNZ
2. Misbehaviour and Misconduct
	1. General provisions
		1. Incidents of learner misbehaviour and/or misconduct shall be addressed to ensure that ATNZ maintains the highest vocational educational standards and provides a safe, supportive and effective learning environment (see section 21: Glossary for definitions of misconduct and misconduct during assessment and examples of behaviours that constitute misconduct).
		2. ATNZ may apply either the Misbehaviour or the Misconduct procedures to incidents of misbehaviour at it’s sole discretion.
		3. Repeated acts of Misbehaviour will be regarded as Misconduct.
		4. Repeated acts of Misconduct will be regarded as Serious Misconduct.
		5. Learners who assist, procure or encourage another person to act in a manner that constitutes misbehaviour or misconduct shall be dealt with as if they had committed the misbehaviour or misconduct themselves.
		6. ATNZ may refer learners who act in a manner that breaches any New Zealand legislation, rules or regulations so as to commit an offence under the laws of New Zealand to the Police and/or other appropriate authorities and will generally do so.
		7. All misbehaviour and misconduct investigations and proceedings shall be carried out in accordance with the principles of natural justice.

All learners accused of misbehaviour shall have the right to provide an explanation to the workplace supervisor or ATNZ representative who has observed the misbehaviour.

All learners accused of misconduct shall have the right to:

* Advice, representation and support throughout the process;
* Respond to the allegation and be listened to and explain their position;
* Be treated with respect;
* Be treated as innocent until proven guilty;
* Be informed of the nature of the allegation and relevant information, including the evidence on which the allegation is based;
* Receive sufficient notice of any meeting or hearing;
* Have the matter determined by those impartial and competent to do so;
* Freedom from intimidation, harassment, threat of recrimination or any other type of vengeful activity; and
* Have written material available in a form that the person can understand, if necessary, by giving access to interpreters and translators.
	+ 1. ATNZ’s approach to misbehaviour and misconduct will be predicated on providing reasonable opportunities and support to enable learners to address their behaviour, except where this would create an unacceptable risk to other learners or staff. This does not preclude ATNZ deeming any initial act to be Serious Misconduct and applying more serious penalties without the learner having been found to have committed a previous act of misbehaviour or misconduct.
		2. Repeated acts of Misbehaviour and Misconduct will receive escalating consequences. A third act of Misconduct for a similar act will be regarded as Serious Misconduct and may lead to exclusion.
	1. Urgent immediate action in the event of misconduct
		1. **Dismissal from workplace, class or facility or on-line learning environment:**  In serious cases of alleged misconduct where, on reasonable grounds, it is considered necessary to maintain order, safety or an effective learning environment, any employer supervising work based learning, ATNZ staff member or contractor may dismiss learners from attending the work place, class or activity immediately for a period not exceeding two working days.
		2. Where learners have been dismissed from workplace, class, facility or on line learning environment under section 13.2.1, the alleged incident shall immediately be referred for a full investigation in accordance with section 13.3.
		3. **Suspension:** In serious cases of alleged misconduct, the PTE Manager or Chief Executive may suspend learners from attending the workplace, classes, facility or activity to allow an investigation to occur where it is determined, on reasonable grounds, that:
* Learners should not be permitted to engage in ATNZ activity until a decision on possible exclusion (see section 13.4.6) is determined; or
* The misconduct is likely to harm other learners and/or staff.
	1. Investigation
		1. Investigations into alleged incidents of misconduct shall be implemented as soon as possible but in all cases within five working days of the incident occurring or becoming known to ATNZ.
		2. Investigations into alleged misconduct shall be carried out by a person independent of the incident.
		3. In the first instance the PTE Manager shall be responsible for the investigation of alleged incidents of misconduct and for determining the outcome (including penalties if required).

Responsibility shall move to the Chief Executive

* In the absence of the PTE Manager;
* Where the PTE Manager has a conflict of interest, is implicated or otherwise involved in the alleged incident of misconduct; or
* The nature and circumstances of the alleged incident of misconduct are such that it is not appropriate for the PTE Manager to be responsible for the investigation and determination.

**Note:** This does not mean that the PTE Manager or Chief Executive will personally investigate the incident. They may authorise a member of staff with suitable expertise and experience to undertake the investigation on their behalf. In such cases the PTE Manager of Chief Executive retains overall responsibility for the process.

* + 1. Where an alleged incident of misconduct is to be investigated, learners shall in writing be:
* Advised of the substance of the allegation of misconduct;
* Advised of the support services available to them and referred to Learner Support Services;
* Requested to attend a meeting to personally provide an explanation or information relevant to the investigation;
* Advised of their right to seek independent advice and to invite a representative and/or support person/people to be present at the meeting should they wish. ATNZ will provide a support person if required; and
* Provided with all information pertaining to the alleged incident of misconduct ahead of the meeting (without compromising privacy rights and responsibilities), including a copy of the *Learner Regulations*, information on ATNZ’s process for dealing with misconduct and the likely time frame for the investigation.

This advice will usually be provided within five working days of the alleged incident taking place. If for whatever reason this time frame is unable to be met, the learner will be kept informed of what is happening.

* + 1. The investigator shall outline the timeline and steps of the investigation process at the meeting. Failure by learners to attend the meeting shall not prevent a determination being made.
		2. Learners shall be provided with a reasonable opportunity to respond to the allegation(s) at the meeting.
		3. The investigator shall give due consideration to all the information presented and any explanations/comments from learners before any decision is made.
		4. Learners shall be advised in writing[[8]](#footnote-8) of the outcome of the investigation within eight working days[[9]](#footnote-9) following the meeting, including, where misconduct has been proven:
* Any penalties imposed and appeal procedures; or
* That a recommendation has been made to the Chief Executive for the imposition of a more serious penalty (see section 13.4.5-6) and the nature of that recommendation.
	+ 1. Where learners fail to attend the meeting, the outcome of the investigation shall be forwarded to them in writing.
		2. All written communication to learners shall be by email to their learner email account as well as by courier post (to the last address recorded on the learner management system) or by hand to the learner concerned and receipt recorded.
	1. Penalties
		1. ATNZ shall impose penalties for proven incidents of misconduct in a consistent way, having taken into account all the circumstances of the individual incident.
		2. ATNZ shall apply penalties in a manner intended to support and encourage behavioural change except where there would be a direct adverse impact on the safety or a significant detriment to the experience of other learners unless a more severe penalty was applied. This approach is predicated on more severe penalties being applied in situations of repeated misbehaviour or misconduct.
		3. In making a decision on the imposition of a penalty in respect of any misconduct, decision makers shall have regard to:
* The seriousness of the misconduct;
* Previous incidents of proven misconduct by the learner;
* The best welfare and possible re-integration of the learner concerned;
* The wider implications of the behaviour and proposed penalty on other learners; and
* Any factors mitigating the learner’s actions such as an expression of contrition, payment of full restitution, a willingness to seek medical treatment or other professional counselling.
	+ 1. Penalties that may be imposed by a workplace supervisor or ATNZ staff member who has observed an act of misbehaviour may include but are not limited to:
* A requirement to provide an apology;
	+ 1. Penalties that may be imposed by the PTE Manager for misconduct may include but are not limited to:
* A written reprimand and/or warning detailing further penalties to be applied if learners re-offend;
* A requirement for the learner to enter into and comply with a contract of good behaviour;
* An act(s) of restitution to a victim of the misconduct;
* The imposition of such sum of money or action considered to be reasonable restitution for any damage caused;
* A requirement to complete a designated personal development activity (e.g. anger management course or Drug and Alcohol Counselling); and
* In the case of misconduct during assessment:
* a mark of zero, or no pass for the assessment;
* other reduced mark for the assessment; and
* with competency-based assessment, a re-sit under controlled conditions may be possible upon payment of a fee.

**Note:** Where a more severe penalty than those outlined 13.4.5 is recommended (including in the case of second and subsequent incidents of misconduct during assessment), the matter shall be referred to the Chief Executive for consideration (see section 13.4.6).

* + 1. Penalties that may be imposed by the Chief Executive for misconduct may include but are not limited to:
* Any of the penalties outlined in section 13.4.5;
* Suspension from attendance at ATNZ or any of its classes for such period as the Chief Executive thinks fit;
* Cancellation of the enrolment (exclusion);
* Refusal of enrolment (exclusion) for such period as the Chief Executive thinks fit (including permanently); and
* Refusal to grant, or revocation of an award already granted, if satisfied that a learner has made any untrue or misleading statement or is guilty of any breach of regulations or dishonest practice in relation to the award (see section 16.1.6: Entitlement to awards).
	+ 1. All incidents of proven misconduct in assessment will be reported to the Academic Committee and noted in Academic Committee meeting papers.
	1. Appeal of misconduct decisions
		1. Learners who have been disciplined by ATNZ for misconduct and believe that they have been unjustly treated may appeal the decision under the provisions of Section 20.
		2. Grounds for appeal include, but are not limited to:
* The procedures used for investigating or resolving the misconduct were unfair;
* That new evidence has become available;
* That all relevant factors were not taken into account; and
* The penalty imposed was out of proportion to the nature of the misconduct and the circumstances of the case.
	1. Records
		1. Where learners are found to have committed misconduct, this decision including any penalties imposed shall be kept on their record.
		2. Where an allegation of misconduct is not proven or a decision is overturned on appeal, no record shall be kept.
1. Privacy
	* 1. ATNZ will comply with the Privacy Act 2020 in terms of requesting, storing, providing access to, sharing and retaining private data. More information will be found in the ATNZ Privacy Policy
		2. ATNZ is required to provide some private information to government agencies and will comply with these requirements. You are required to consent to this sharing during your enrolment process and this is a condition of enrolment at ATNZ.
		3. Work-based learners are required to provide consent for ATNZ to share private information related to achievement, progress and your wellbeing with your employer or host company. This is a condition of enrolment under a tripartite Training Agreement for work-based learners.
		4. ATNZ will also contact the emergency contact provided by you during enrolment in any event where we believe that such contact is necessary in your interests.
		5. ATNZ will not otherwise share your private information, including your records, progress or attendance without your consent, except in extenuating circumstances where we believe that it is essential to contact an emergency contact, parent, caregiver or partner in circumstances where there are significant concerns regarding your wellbeing.
		6. Except as specified in Sections 14.1.3 -.4, you must advise ATNZ and provide written consent if you wish ATNZ to provide private information to parents/caregivers, employers, sponsors or any other party.
		7. ATNZ believes that the involvement of parents/caregivers is particularly important and beneficial for younger tertiary learners. All learners aged under 18 years of age will be encouraged to provide a general consent at the commencement of enrolment under which ATNZ may discuss particular concerns we may have regarding wellbeing, behavior or academic progress. ATNZ will confirm this consent with you on any occasion that we believe that it would be beneficial for us to discuss you with your parents/caregivers.
2. Learner Support
	* 1. All learners enrolled with ATNZ have access to learner support services regardless of their location and mode of study.
		2. ATNZ is committed to supporting learners to succeed. ATNZ will intervene by approaching learners to offer any required support services to enhance learner retention, completions and work-readiness if we believe that these may be beneficial to learners.

ATNZ’s support model is based on:

- primary learner support being offered by their work-based learning Account Manager or tutors

- on line support being available for learning and pastoral support

- additional specialist support being available either through referral from your Account Manager/Tutor or learners directly accessing these services.

In the first instance, learners should ensure that their Account Manager, Tutor and/or the Learner Administration and Support Manager is aware of any issues they are experiencing where support from ATNZ may be beneficial.

A learner may request that their Account Manager or Tutor is not advised of support needs that are discussed or arranged directly with the Leaner Administration and Support Manager where for any reason they do not wish to make their Account Manager or Tutor aware of the issue they are experiencing.

* + 1. Learners also have responsibility for ensuring that ATNZ is made aware of any issues you are experiencing and what support might be beneficial in helping you with these.
		2. ATNZ will identify learners who we believe are a high priority for support and will monitor the progress of such learners closely.
		3. The learner support services beyond those provided by your Account Manager or Tutor are facilitated by the Learner Administration and Support Manager and may be delivered through both ATNZ staff and external support partners/resources.
		4. Learners are able to identify the available learner support services and how to access them in a variety of ways that include:
		- Learner handbook;
		- Learner induction;
		- ATNZ internet/intranet;
		- Advice/referrals from ATNZ staff;
		- Emails, texts, closed groups in social media.
		1. Learners also have responsibility to ensuring that they are aware of the support services that may be available and how these may be accessed.
		2. The learner support services that ATNZ will make available include:
		- Additional support with the knowledge and skills in your course
		- Literacy and numeracy testing;
		- Learning support: literacy/numeracy, academic counselling, study skills.
		- Health and Wellbeing
		- Disability support: physical, mental health, specific learning disorders;
		- Counselling.
		- Personal Development
		- Career guidance/job seeker skills;
		- Hardship/financial advice;
		- Support in working with Study Link;
		- Independent personal skills;
		- Information pertaining to driver licensing.
		- Learner advocacy
		1. Literacy, numeracy and personal development skills are embedded in ATNZ curriculum and delivery and will be part of your learning experience. Additional support for specific or additional assistance is also available through the Learner Support services.
		2. ATNZ values the learner voice. Learners will be consulted with and encouraged to provide feedback via various mediums to inform change and improvements in everything that ATNZ offers, including Learner Support.
		3. The Learner Administration and Support Manager is available to you as an advocate if you wish to have support in cases of complaints, appeals, misbehaviour or misconduct.
		4. ATNZ will monitor the use of learner support services and the effectiveness of these on learner retention and completions. These will be evaluated annually or as required and will inform changes in future learner support.
1. Intellectual Property
	* 1. Ownership of intellectual property created by learners in the course of their enrolment at ATNZ shall be determined in accordance with the ATNZ *Intellectual Property Policy*.
2. Information and Communications Technology Use
	* 1. The use of ATNZ information and communication technology systems are governed by the ATNZ *Computer User Regulations* and other Information Technology policies.
3. Health, Safety and Wellbeing
	* 1. ATNZ is committed to providing and maintaining a healthy and safe environment for all staff, learners, contractors, and other visitors, in compliance with the Health and Safety at Work Act 2015 and the obligations under NZQA’s Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.
		2. The creation and maintenance of a healthy and safe place to work and study is the shared responsibility of staff and learners. Where learning occurs in the workplace, the PCBU for that workplace also has shared responsibility for learners in that workplace.
		3. Learners are expected to take responsibility for their own health, safety and wellbeing. Learners must act in a manner that does not jeopardise their own safety or the safety of others.
		4. Learners are expected to make themselves familiar with all ATNZ and workplace health and safety policies and procedures, including any specific policies and procedures related to their area of study.
		5. Learners must at all times follow ATNZ health and safety policies, procedures and safe work practices and those of any workplace in which they are undertaking learning. This includes, but is not limited to:
* Complying with any safety instruction(s) given by ATNZ staff members;
* Following agreed safe work practices such as wearing any personal protective equipment such as safety glasses, prescribed footwear and protective clothing in designated areas;
* Reporting to a staff member any incident that has led to an accident or a near miss; and
* Following ATNZ’s evacuation procedures in the event of fire or other emergency (or any drills).
	+ 1. Smoking is prohibited anywhere in any ATNZ facility.
		2. Learners must report incidents, any risks that they identify and any concerns they have regarding their health, safety and wellbeing to ATNZ and to the workplace where any work-based learning is occurring.
1. Dealing with Harassment, Bullying and Discrimination
	* 1. ATNZ is committed to providing an environment free from sexual, racial and other forms of harassment. ATNZ shall neither tolerate nor condone harassment of staff, learners or members of the public.
		2. Learners must not harass other learners, staff, any person in a workplace where the learner is engaged in learning activities or any member of the public while engaged in ATNZ activity.
		3. Harassment shall be dealt with in accordance with the *Bullying, Harassment and Discrimination Policy*.
2. Concerns, Complaints and Disputes Resolution
	1. General
		1. ATNZ is committed to providing learners with access to fair, effective and culturally appropriate procedures for resolving complaints and making comments.
		2. ATNZ expects staff and learners to work together to resolve problems directly if possible, but recognises that this may not always be achievable. ATNZ will listen to and work to resolve concerns and complaints promptly in a fair and professional manner, and in accordance with the principles of natural justice.
		3. Complaints shall be dealt with in accordance with *C1 Concerns and Complaints Policy*.
		4. A learner may progress a complaint to NZQA where they have been unable to resolve a complaint to their satisfaction under the ATNZ complaint resolution process. <http://www.nzqa.govt.nz/about-us/make-a-complaint/>.
		5. A register of Complaints will be maintained and reviewed by the ATNZ Leadership Group at least monthly.
		6. An annual report of Complaints will be provided to the Board and made available on the website that provides statistics and summarised data on any complaints received.
		7. An independent body and process has been established by the government to assist you to resolve and dispute any contractual or financial issue you may have with ATNZ and where you have been unable to resolve this working directly with us. This service is available to you at <https://tedr.org.nz>.
		8. Complaints may also be escalated to the Human Rights Commission <https://www.hrc.co.nz/complaint-form/> where you believe that you have been subject to discrimination.
3. Appeals
	1. General
		1. This section deals with learner appeals in respect of the administration of the *Learner Regulations*, or the running of any programme or course. It applies to misconduct.
		2. Learners who believe that they have been unjustly treated by any decision, action or omission in respect of the administration of the *Learner Regulations*, or of the running of any programme or course may appeal in writing to the PTE Manager by email.
		3. Appeals shall only be valid where a written application is received by the PTE Manager within ten working days of the date of the action or omission giving rise to the appeal or an earlier appeal that has been heard.
	2. Appeal Process
		1. The appeal shall be heard and decided in the first instance by the PTE Manager or their specified delegate.
		2. Every appeal shall be considered on its merits.
		3. When determining the outcome of the appeal, decision makers may:
* Uphold the appeal;
* Uphold the appeal or assessment decision in part and impose any penalty that is authorised under the *Learner Regulations*; or
* Dismiss the appeal and either confirm the assessment decision or penalty previously imposed or impose any other penalty that is authorised under the *Learner Regulations*.
	+ 1. Learners shall be advised of the outcome of their appeal within ten working days of the appeal being heard.
		2. Appeals shall generally be held by telephone or video conference
		3. Learners shall be advised of their right to attend the appeal meeting and to be accompanied by a support person. ATNZ will provide a support person if required.
		4. The Chief Executive shall hear appeals against any Appeals decision made by the PTE Manager where a written application is made to the Chief Executive within ten working days of the date of the communication of the PTE Manager’s decision to the learner.
		5. The Chief Executive shall only consider appeals against an Appeals Committee decision if there is an allegation of unfair or improper treatment of a learner due to a breach of, or inadequate application of ATNZ rules, regulations or procedures. Cases that require the Chief Executive to substitute their judgement for that of the PTE Manager shall not be considered.

Appeals against decisions of the Chief Executive shall be heard by the ATNZ Board (if a written application is made to the Secretary of Board within ten working days of the communication of the decision from the Chief Executive). Appeal applications should include an outline of the grounds for appeal.

* + 1. Decisions of the Board are final and there shall be no further right of appeal.
1. Glossary

| **Term** | Definition  |
| --- | --- |
| **Academic staff** | Staff whose duties include, or who directly assist staff whose duties include, all of the following in some measure: training, lesson preparation, learner assessment, pastoral care, and whose duties may also include: curriculum development, staff development, or staff who directly advise those described above on academic matters. |
| **Academic transcript** | The official record of a learner’s study at ATNZ. Academic transcripts record all outcomes from courses studied by learners, including both pass and fail results. |
| **Achievement-based assessment** | Where a set of criteria is defined for a particular course or learning outcome and the learner’s level of achievement is assessed against these criteria.  Achievement-based summative assessment is recognised through the allocation of a mark or grade. |
| **Achievement standard** | A nationally registered, coherent set of learning outcomes and associated assessment criteria, together with technical and management information that supports delivery and assessment; achievement standards specify three different standards of performance (Achieved, Merit, Excellence) and the method of assessment, which may include national external assessment. Achievement standards are derived from the New Zealand Curriculum and are usually associated with NCEA and secondary school delivery. |
| **Admission** | The process of being assessed and approved for participation in a programme, training scheme or course for which entry is restricted. |
| **Aegrotat pass** | A pass granted to a learner where in specified circumstances beyond the learner’s control they are unable to undertake or are impaired in the completion of a summative assessment.  |
| **Assessment** | The collection and evaluation of evidence to establish the level of an individual’s performance against a set of outcomes.  |
| **Assessment criteria** | The criteria against which the standard of performance required to meet one or more stated outcomes is assessed. |
| **Assessment evidence** | A learner’s work on which assessment decisions are based (regardless of format or medium). Evidence must be:* Valid: fit for purpose, so that the assessment focuses on assessing the attainment or otherwise of the related learning outcomes
* Direct: assessment activities will be as similar as possible to the conditions of actual performance
* Authentic: the assessor will be confident that the work being assessed was done by the person being assessed
* Sufficient: the evidence will establish with confidence that all learning outcomes have been and could be repeated with consistency.
 |
| **Recognition of prior learning (RPL)** | The process by which formal learning and experience is matched against learning outcomes. This includes credit transfer (CT), cross credit (CC) and assessment of prior learning (APL)/recognition of prior learning (RPL). |
| **Assessment standards** | Unit standards and achievement standards listed in the Directory of Assessment Standards (DAS). |
| **Award** | Either:* a certificate or diploma or other qualification that is listed on the New Zealand Qualifications Framework; or
* a certificate or other document granted in recognition of a learner's achievement and completion of a training scheme
 |
| **Campus** | All land and premises in the possession or occupation of ATNZ.  or land and premises that ATNZ may currently be using in the delivery or accommodation of learners.  |
| **Certificate of achievement** | An award (statement) issued in recognition of a learner’s achievement. |
| **Certificate of attendance** | An award (statement) issued in recognition of a learner’s attendance at a learning opportunity. Certificates of attendance are generally provided for non-assessed learning opportunities where a minimum level of attendance is specified and the learner has met that requirement.  |
| **Certificate of proficiency (CoP)** | An award (statement) issued in recognition of a learner’s achievement in assessed course(s) or NZQF standards selected from a programme leading to a qualification listed on the New Zealand Qualifications Framework. Certificates of proficiency are credit bearing and may be cross-credited to relevant programmes and/or training schemes. |
| **Chief Executive**  | The person appointed by the ATNZ Board as Chief Executive of ATNZ. |
| **Competency-based assessment** | The gathering and judging of evidence in order to decide whether a person has achieved a standard of competence. |
| **Computer systems** | Any information system to which learners are provided user access, including learner portals and Canvas, alternative Learning Management System or network access in ATNZ operated training facilities) or any device owned by ATNZ including, but not limited to desktop computers, laptops, PDA, ipad, tablet or other handheld smart phone devices and the applications, software, internet, email, network accessed via these systems, and the storage of information on these systems. |
| **Board** | The governing body of ATNZ. |
| **Course** | A self-contained block of study. A specified course or collection of courses forms a programme or training scheme. A course may include one or more NZQF standards which may or may not add up to the total value of the course.A course may also be referred to as a paper, module or unit of study. |
| **Credit** | A value assigned to a segment of learning that reflects the estimated learner time/effort required to satisfactorily meet the assessment requirements. One credit represents a notional 10 hours of learning, practice, and assessment time. |
| **Credit transfer (CT)** | The granting of credit towards a programme or training scheme on the basis of credit for the same course(s) already earned in another programme or training scheme at ATNZ or another education provider. |
| **Cross credit (CC)** | The granting of credit for having successfully completed a similar course to the required standard. |
| **Did not complete the course** | The situation that arises when a learner has stopped attending a course or programme but has not withdrawn from the course during the withdrawal period. |
| **Directory of Assessment Standards (DAS)** | An NZQA managed and hosted directory containing NZQF standards (achievement standards and unit standards) divided hierarchically into fields, sub-fields and domains of learning. |
| **Dismissal** | To prevent a learner from attending a class, campus or activity for a period not exceeding two working days.  |
| **Domestic learner** | A person who is, at that time:(a) a New Zealand citizen; or(b) the holder of a residence class visa granted under the [Immigration Act 2009](http://www.legislation.govt.nz/act/public/1989/0080/latest/link.aspx?search=sw_096be8ed8090b33f_domestic_25&p=1&id=DLM1440300) who satisfies the criteria (if any) prescribed by regulations made under subsection (4); or(c) a person of a class or description of persons required by the Minister for Tertiary Education, by notice, to be treated as if they are not international learners.**Note:** A refugee is not considered a domestic learner until their residency is granted unless specifically covered by subsection ( c ) above .  |
| **EFTS** | Equivalent full-time learner. The Tertiary Education Commission decides if a course is either full-time or part-time by applying what's called an EFTS value to each course. The EFTS value is a measure of the amount of study or the workload involved in undertaking a course.A year of full-time study is usually between 0.8 EFTS and 1.2 EFTS. |
| **Electronic signature** | In relation to information in electronic form, means a method used to identify a person and indicate that person's approval of that information, which satisfies the requirements of the Electronic Transactions Act 2002 and, in relation to enrolment, TEC security requirements. |
| **Enrolment** | The process of allocating to an eligible learner a place in a programme/course. |
| **Enrolment period** | The period of time from which a learner has enrolled and paid their fees and has attended classes up to the time that they either withdraw from the course, or complete the course through to its end date. |
| **Entry criteria** | Conditions established for entry of learners into a programme, which are deemed necessary to ensure learners enrolled in the programme have a reasonable chance of successfully completing the programme.Entry criteria are set out in the Programme or Training Scheme Regulations. |
| **Exclusion** | The cancellation of a learner’s enrolment, or the refusal to enrol a learner at ATNZ on any of the grounds set out in the *Learner Regulations*. Exclusion may be permanent or for a fixed term. |
| **Exemption** | Either recognition (but not a cross credit) for a substantially equivalent prescribed course for which the learner must then choose an alternative course of study; or is given for a lower level New Zealand Qualifications Framework unit standard when a similar higher level New Zealand Qualifications Framework unit standard has been successfully achieved. |
| **Experience** | Learning acquired through life experience, work experience, or a combination of non-formal and formal learning. |
| **Fees** | Fees charged by ATNZ, including but not limited to tuition, non-tuition, learner services fees, administration and non-course specific fees, and fees charged on behalf of a third-party. |
| **Formal learning** | Study undertaken either at ATNZ or another approved educational institution. |
| **Formative assessment** | An assessment designed to contribute to a learner’s awareness, ability, knowledge or competence. Formative assessment is intended to provide developmental feedback to the learner on their progress and enables academic staff to monitor learner learning and modify their teaching practice to address issues.Formative assessment is not intended to contribute to a learner’s academic grade.  |
| **Full-time learner** | The Study Link definition of full-time learner shall apply. |
| **Graduate** | A person who has had an award granted. |
| **Gross Programme Length** | The length of a programme calculated in weeks from the start date of the first course until the last date of the last course. This period includes any term breaks or holidays.  |
| **Harassment** | A physical or verbal act, which may include the use of written material or visual behaviour, that is unwelcome, offensive or hurtful, or expresses hostility against or ridicules. Harassment involves an act that is repeated or significant to the extent that it has a detrimental effect on a person’s enjoyment, performance or opportunities in work or study. It may involve the threat of negative or promise of positive influence on a situation or achievement in work or study. It may involve bullying through the use of power to humiliate, intimidate or threaten. |
| **Information and Communication Technology Systems (ICTs)** | ATNZ [telecommunications](http://en.wikipedia.org/wiki/Telecommunications), computers systems, and audio-visual systems. |
| **Intellectual property** | Proprietary rights concerning all original work governed by the Copyright Act 1994, the Patents Act 2013, the Designs Act 1953, the Trade Marks Act 2002, the Layout Designs Act 1994, the Plant Varieties Act 1987 any amendments to these or subsequent acts and any other intellectual property law. It includes, but is not limited to:* Course materials;
* Research data and outputs;
* Assessment materials;
* Administrative materials;
* Computer software, videos and recordings;
* Creative, literary works, artwork;
* Discoveries/innovations/inventions;
* Patents, copyright, designs, trademarks;
* Patentable and potentially patentable subject matter and associated know how;
* Plant variety; and
* ATNZ data.
 |
| **International learner** | Any learner who is not a domestic learner.  |
| **Learning Outcome** | An expected result of learning in terms of skills, knowledge and attributes. |
| **Level** | The level of an award as defined by New Zealand Qualifications Authority. |
| **Misbehaviour** | Are day to day and/or minor incidents of misconduct that are observed by staff in learning or workplace settings that can be readily addressed at the time. Examples could include rowdiness, inappropriate comment, disruptive behaviour, isolated but minor cases of not adhering to instructions or regulations such as designated smoking areas  |
| **Misconduct** | Misconduct is any learner behaviour that:* Breaches any of ATNZ’s regulations, policies or any other rules made for the good governance of ATNZ;
* Breaches any of the laws or legislation of New Zealand;
* Brings or has the potential to bring ATNZ into disrepute;
* Interferes with ATNZ's pursuit of its educational objectives;
* Fails to have regard for the rights of others; or
* Interferes with the safety of persons or property;
* **and**
* Occurs in the context of any ATNZ activity including workplaces where work-based learning occurs; or
* Is related to a learner’s status as a learner of ATNZ

.Misconduct includes but is not limited to:* Breaches of any of ATNZ’s regulations, policies or any other rules made for the good governance of ATNZ;
* Failing to comply with directions given by any staff member or workplace supervisor to maintain safety, good order or discipline;
* Acting in a disorderly, reckless, offensive or obscene manner;
* Being impaired by alcohol or drugs at the commencement of or during activities
* Continuing incidents of minor misconduct
* Failure to comply with any penalty imposed under the misbehaviour provisions.
* Smoking in any buildings or in any other designated non-smoking area;
* Failing to comply with penalties applied under the *Learner Regulations*;
* Committing misconduct during assessment;
* Committing any criminal offence;
* Consuming, having in one’s possession, or controlling alcoholic liquor, drugs or any other mind-altering substance (other than those medically prescribed) during any ATNZ activity;
* Possession of a firearm (including an airgun, paint ball gun etc) or weapon other than when checking this into secure storage with ATNZ staff or removing it from storage;
* Acting or behaving in a way that is detrimental to the proper conduct, reputation or good order of ATNZ;
* Impairing, interfering with or otherwise prejudicing the studies, duties or activities of any other learner or staff member of ATNZ;
* Engaging in repeated misconduct over a period of time;
* Failing to comply with any instruction relating to safety given by any person duly authorised to give such instruction;
* Refusing to leave a class/learner activity when the staff member in charge requests they leave because the learner is:
* Acting or is likely to act without due regard to personal safety or the safety of others; or
* Acting or is likely to act to impede or interfere with normal teaching activities and/or learning of others;
* Failing to pay such sum of money or complete an action imposed by way of restitution under the *Learner Regulations*; and
* Falsifying evidence or not disclosing required information regarding meeting the entry criteria for a programme/course.
 |
| **Misconduct during assessment** | An attempt by a learner to gain an unfair advantage in a summative assessment. It includes, but is not limited to, the learner:* Copying information directly from another learner (current or past), either in whole or in part, with or without their consent;
* Allowing another learner to copy their summative assessment (in part or whole);
* Facilitating the electronic transfer, or giving soft copies, of their assessment work to other learners;
* Giving or lending a printed or hand-written copy of their assessment to another learner;
* Failing to exercise reasonable care and responsibility in protecting their work from being accessed by other learners. This includes giving someone the opportunity to copy their work;
* Using or having access to prohibited resources or reference material, written or electronic, in a test or examination;
* Communicating with another learner in a test/examination to transfer information by way of electronic, voice, visual or other means;
* Accessing or taking test or examination question papers without approval;
* Failing to follow the invigilator’s instructions;
* Plagiarism (i.e. using the work of another without indicating that the ideas are not their own), including:
* Paraphrasing information without referencing the source;
* Copying information directly without referencing the source;
* Falsifying the results of their research;
* Working together on a summative assessment when it should be individual work;
* Presenting someone else’s work as one’s own for summative assessment;
* Any action that is aimed to defeat the purpose of the summative assessment;
* Breaching any rule or regulation relating to summative assessment;
* Academic or research practices that bring or are likely to bring ATNZ into disrepute; and
* Misrepresenting a disability, temporary illness or injury or exceptional circumstances beyond one’s control and then seeking special conditions or an aegrotat pass.
 |
| **Moderation** | The process of ensuring that summative assessment activities are fair, valid, and consistent with the required standard across a number of assessors or assessing organisations.  |
| **Module** | Refer course. |
| **Natural justice** | The procedural right of a person against whom an allegation has been made to be treated fairly and to have their case heard in an unbiased manner. |
| **New Zealand Qualifications Framework (NZQF)** | A comprehensive list of all quality-assured qualifications and standards in New Zealand.  |
| **Non-tuition fees** | Non-teaching related fees paid by learners to cover specific course-related costs (e.g. tools). Includes additional fees that are not compulsory for all learners enrolled in a course and therefore cannot be paid directly to ATNZ by a Student.  |
| **Part-time learner** | The Study Link definition of part-time learner shall apply. |
| **Pre-requisite** | One or more specified courses that must be completed before a learner is permitted to proceed to another course. |
| **Programme** | A programme of study or industry training leading to a qualification listed on the New Zealand Qualifications Framework. A programme is made up of one or more courses. |
| **Programme Document** | The definitive document for each programme, which sets out the authoritative information about the programme including the Programme or Training Scheme Regulations, course outlines and delivery information. |
| **Programme or Microcredential Regulations** | Regulations that prescribe requirements for entry into and completion of a programme and courses making up the programme. A summary of the Programme or Training Scheme Regulations for each programme is available from the relevant Programme Leader. |
| **Programme of Study** | A coherent arrangement of learning or training, made up of one or more courses, leading to a qualification listed on the New Zealand Qualifications Framework. |
| **Programme of Industry Training** | A programme comprising of compulsory and optional unit standards and primarily undertaken through work-based learning (industry training) leading to a qualification listed on the New Zealand Qualifications Framework. A programme is made up of compulsory and optional assessment standards. |
| **Qualification** | The formal acknowledgement of an individual’s achievement against a set of learning outcomes.  |
| **Recognition of prior learning (RPL)** | The process involving formal assessment of a learner’s relevant and current knowledge and skills (which may have been obtained through formal training or on the job or life experience) to determine achievement of learning outcomes of a qualification for the purpose of awarding credit towards that qualification. Recognition of Prior Learning does not include credit transfer (CT) or cross credit (CC). |
| **Refund period** | The period, subject to specified conditions, in which a learner may receive a full or partial refund of fees as set out in the *Learner Regulations*. |
| **Selection criteria** | The criteria on which applicants are selected for entry into a programme where there are more applicants who meet the entry criteria than places available. |
| **Serious misconduct** | A third repeated act of Misconduct or misconduct behaviour that puts the safety of self/others/property at risk and/or is unlawful, for example theft, violence, intimidation and/or harassment (sexual, psychological, physical). |
| **Smoke and smoking** | “Smoke and smoking” shall have the meaning set out in section 2 of the Smoke-free Environments Act 1990. |
| **Specific learning disorder/disability** | Conditions that may impact on learning such as dyslexia, dyspraxia, ADHD, autism, Asperger’s Syndrome and Irlens Syndrome.  |
| **Statement** | A document (unsealed award) stating that the requirements for the granting of a certificate of achievement, certificate of proficiency or certificate of attendance have been met.  |
| **Learner** | Any person:* enrolled, or in the process of applying to be enrolled, in a programme or training scheme delivered by ATNZ; or
* participating in any course, programme or training scheme delivered by ATNZ, provided that this does not include a person who is acting solely in a teaching or instructing capacity.
 |
| **Learner advocacy** | An internal or external person assigned to assist learners with understanding their rights and to follow relevant ATNZ policies and procedures as required. |
| **Learner services fee** | A compulsory charge covering the provision of learner services. |
| **Learner voice** | Feedback from learners in any form. |
| **Summative assessment** | A formal assessment event that contributes to a learner’s final course mark/grade and which has a bearing on whether credit is attained.  |
| **Suspension** | To prevent a learner from attending the campus and/or classes at ATNZ for a set period of time.  |
| **Transfer** | The process of withdrawing from a course, programme, training scheme or institution and moving to another. |
| **Tuition fees** | Teaching related fees (Course fees). |
| **Assessment or Unit Standard** | A nationally registered, coherent set of learning outcomes and associated performance criteria, together with technical and management information that supports delivery and assessment. All Standards are registered on the Directory of Assessment Standards  |
| **Unsealed award** | Awards to which the ATNZ’s seal is not affixed.  |
| **Withdrawal** | When a learner has stopped attending a course and has submitted an *ATNZ Withdrawal and Transfer Application* form or has been withdrawn by ATNZ. |

**Amendment History**

|  |  |  |
| --- | --- | --- |
| Date of Change | Effective date | Details of Amendments |
| 21/11/2023 | 1/1/2024 | Minor changes to position titles, removing references to Training Schemes and accommodating NZQA approved microcredentials  |

1. Forms may be signed either in person or, when enrolling online, through the inclusion of an electronic signature (see section 21: Glossary for a definition of electronic signature). [↑](#footnote-ref-1)
2. Forms may be signed either in person or, when enrolling online, through the inclusion of an electronic signature (see section 21: Glossary for a definition of electronic signature). [↑](#footnote-ref-2)
3. *Instalment Application* forms for domestic learners are available from the website. Completed forms must be submitted by email. [↑](#footnote-ref-3)
4. *Withdrawal* forms are available from the ATNZ website. Completed forms must be submitted via email. [↑](#footnote-ref-4)
5. *Withdrawal and Enrolment application forms* are available from the ATNZ website and must be submitted by email along with supporting information. [↑](#footnote-ref-5)
6. *Withdrawal* forms are available from the ATNZ website. Completed forms must be submitted through email along with supporting information. [↑](#footnote-ref-6)
7. Fees may also be transferred to another programme, training scheme or course or to the same programme, training scheme or course for a different intake. [↑](#footnote-ref-7)
8. Outcomes may also be communicated verbally to learners. Verbal communication will not be a substitute for written communication. [↑](#footnote-ref-8)
9. Unless otherwise approved by the PTE Manager and notified to the learner in writing. [↑](#footnote-ref-9)