

Introduction to this PDF

We are very proud of our commitment to serving our participants and we want people who might apply to our programmes to be aware of relevant policies and related information.

If you become serious about applying to our programmes, this material is important to you. However, if you are just becoming acquainted with Real World Education (t/a New Zealand Laboratory Education) this would likely be a confusing place to start. We suggest starting by understanding our programmes and come back here if you are seriously considering applying to one of our programmes. To read this first would be something like reading the lease for looking at the flat or house. Eventually, reading the lease is important, but only if you are considering renting.

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Tertiary Education **Dispute Resolution**



Helping **Domestic
Learners & Providers**
Resolve Disputes

We're a free independent service that can help you **resolve disputes with your tertiary education provider.**

Get in touch with us to see how we can help.

If you can't resolve the dispute with the provider, we're here to help. Our team has been involved in resolving thousands of disputes. We're experts in the law and know how to get people talking to each other and improve understanding.

We have two free services that we offer to help.

talk meet resolve

Consensus Based Resolution

We believe people should be empowered to agree how to resolve disputes. We use a mediator to work with everyone to discuss and understand the issues and look for solutions. Everyone in the process gets to have their say. It's all about helping you and your tertiary provider reach a resolution that works for both of you - allowing each of you to move forward.

Listen → Decide

Independent Dispute Adjudication

Sometimes people can't reach agreement using the Talk – Meet – Resolve process. When this happens, we'll appoint an independent expert to hear both sides of the story. We call this adjudication process 'Listen-Decide'. Before issuing a decision, both parties get a chance to explain their side of the story to the expert. The expert will then issue a binding decision on how the dispute must be resolved.

To find out more about your dispute resolution options visit tedr.org.nz

tedr.org.nz | 0800 00 8337 | contact@tedr.org.nz

In a **dispute** with your tertiary education provider?



- ☒ Do you have a **contractual or financial dispute**?
- ☒ Are you a **domestic learner**?
- ☒ Have you **already tried to resolve the dispute** with your tertiary provider?

If you've answered 'Yes' to these questions or need some help on your options, you can **contact us**. If we can't help, we can try and connect you with someone that can.



0800 00 8337
contact@tedr.org.nz
Or visit tedr.org.nz/contact

Learn the steps ①②③④ to dispute resolution

1 Contact Us

We provide a **free independent service to help resolve problems** that are important to people.

Before we start we need everyone to understand the process and what to expect before we meet so get in touch.

2 Application

Complete our online form at tedr.org.nz/apply and we'll be in touch.

We will let you know:

- ▷ we have your application
- ▷ what other information we need
- ▷ about what happens next

3 Talk-Meet-Resolve

This is the first step in resolution.

It's where we talk, meet and help resolve the problem. It's about helping you and your provider reach a resolution that works for you. This process takes about 20 days once people agree to use our service.



Further information can be found on our website:
tedr.org.nz/talk-meet-resolve

4 Listen-Decide

Sometimes agreement can't be reached using Talk-Meet-Resolve.

The next step is Listen-Decide. This is an adjudication process where we appoint an independent person who will listen to both sides and then determine the outcome. This process takes about 40 days after Talk-Meet-Resolve has finished.



Further information can be found on our website:
tedr.org.nz/listen-decide

Policies and Documented Practice

Real World Education Limited

Trading as: New Zealand Laboratory Education

Approved 28 April 2023

Effective 19 May 2023

Notes for this document

A special effort was made to make the material plain English and user friendly. Although there is a risk that plain English can lose some of the precision that more legalistic formal wording can have, we have tried hard to make the meaning clear without resorting to overly complex wording.

Sections in this document include:

- Participant Use Section
- Internal Use Section

Introduction to Participant Use Section

This section includes policies, and the way Real World Education Limited does things, that anyone seriously considering one of our programmes, anyone in our programmes, and anyone who recently completed one of our programmes should be aware of. For ease of reading:

- Real World Education Limited (which also trades as "New Zealand Laboratory Education") is referred to using forms like "we", "us" and "our";
- A person considering our programmes, in our programmes, or having recently completed our programmes is referred to using forms like "you" or "your".

The Director and other employees are responsible to assure that we do what we promise to do.

This Section has the following chapters:

- Assessment
- Your conduct
- Pastoral care
- Recognition of Current Competence
- Placements
- Withdrawal and refunds
- Your feedback to us (including formal grievance)
- Attendance
- Remaining in contact
- Your privacy

In this section, written communications include communications by email and other electronic communications.

Assessment

Types of assessments:

For the purpose of this policy, we consider there to be three types of assessment. Each type has a different purpose, and therefore are handled different ways. Those are explained in this policy.

"Summative" assessments are used to determine whether you have met programme requirements, and (when there is grading) how well you have done.

"Gate-keeping" assessments are ones that you are required to perform adequately on before you move on with certain aspects of the programme, but are not, in themselves, the main way we determine whether you have met programme requirements, and (when there is grading) how well you have done. They are an attempt to keep you from progressing in ways you are not adequately prepared for.

"Formative" assessments are ones in which no particular performance is required, but are to let you (and us) know how you are doing with the material, and to assist you in learning what you need to. These include informal questions asked in lessons, so you might not even think of them as assessments. Although we try to make formative assessments useful, they are not reviewed or moderated like the summative and gate-keeping assessments. If you do not understand the feedback you get on a formative assessment, you are encouraged to discuss in with an educator.

Purposes of moderation and reviews: Moderation and reviews (as discussed below) are intended to make sure that our assessments assess what they are supposed to, and are fair and consistent.

Internal review and moderation of assessment materials prior to use: Before they are used, all summative and gate-keeping assessment materials undergo internal reviews, and then moderation as specified in our documented practice. The review is done by educators with expertise in the subject matter. The internal moderation is done by one of our educators with expertise in the subject matter who also has the experience and credentials to perform formal moderation. Depending on the nature of the assessment, the assessor has more or less flexibility during the assessment. Therefore, the materials reviewed sometimes are general in nature since the specifics are determined during the assessment.

Two assessor assessments:

For certain assessments, two assessors independently judge how well you did. You will be told in advance if that is the case. In those cases, if the two results are close enough (by our set standard), then the results are averaged. Otherwise, the assessors discuss the matter, and may choose to agree on a result. Otherwise, a third assessor independently judges how well you did, and the median result is recorded.

Internal review and moderation of assessments you have taken:

A sample of assessments taken are reviewed internally, and then moderated as specified in our documented practice. This may or may not be done for "two assessor assessments" (described above). The review is done by educators with expertise in the subject matter. The internal moderation is done by one of our educators with expertise in the subject matter who also has the experience and credentials to perform formal moderation. The review and moderation is done to improve our ways of assessing in the future, but will not cause a change in your result on an assessment.

External review of assessments:

We arrange for outside subject experts to review assessment materials, and a sampling of assessments taken to get feedback about the assessments. The review and moderation is done to improve our ways of assessing in the future, but will not cause a change in your result on an assessment.

External moderation of NZQA assessment standards:

When we assess using NZQA assessment standards (e.g. unit standards), we participate in external moderation as specified by NZQA. Although the results of that external moderation help us improve what we do, the results of those external moderations do not change the results for you, even if your assessments were included in what we send for moderation.

Appeal of assessment decisions: You are encouraged to try to resolve any assessment result issues directly with the assessor. If you ever feel that an assessment decision was incorrect, you may appeal the assessment decision by sending an email to info@real.ac.nz with the subject line "Assessment Appeal". The

appeal email may not be sent before 5 calendar days after you are informed of the result, or more than 20 calendar days after you are informed of the result. You are considered to have been informed of the result when you are sent an email about the result, the result is posted for you on LabBench, or you are verbally told the result. The Director may choose to extend that deadline in extraordinary circumstances. The Director will ask an educator to investigate and consider the matter. They may choose to request relevant information from the assessor, participant and others, and review records and recordings. The person conducting the review may choose to ask for information to be given in writing or by discussing the matter with people. The investigation and consideration will proceed without undue delay. The result of the investigation and the consideration will be communicated to you in writing, and will typically be one of the following: (1) a change in the result of the assessment, (2) giving you a chance at re-assessment, or (3) that the result stands. If the outcome is that the results stands, you will be informed of external appeal options.

Suggestions about assessments: We welcome suggestions for improving assessments. If you have such a suggestion, you can mention it to any of our educators, or you can email your suggestion to staff@real.ac.nz.

Assessment in te reo Māori: If you would like a portion of your assessment to be in te reo Māori, you may choose to request that at any time. However, discussing this with us early may improve the options we can offer you. Due to the nature of the sorts of assessments in our programmes, it is unlikely that we can offer you all assessments in te reo Māori, but we will make a genuine effort to accommodate you as much as practical. This will typically involve discussion with you to seek ways to serve you as well as possible. If you only want to do our programme if some assessment in te reo Māori is available, please discuss that with us before you commit to the programme.

Your conduct

Conduct: Misconduct or improper behaviour is unacceptable. It takes many forms. Here are examples, but it takes other forms as well:

- falsification of any record at a placement host,
- giving dishonest or misleading information to us or a placement host,
- supplying false, incomplete or misleading information during the application process,
- possession of illegal drugs at our Centre or at the site of a placement host,
- serious breach of rules of a placement host,
- possession or use of property from us or a placement host without permission,
- deliberate damaging of our property,
- deliberate damaging property of a placement host,
- failure to promptly return, when requested, items we lent to you,
- violence, intimidation or harassment against another person, regardless of the location ,
- making accusations known to be false or with a disregard for the truth,
- violence, intimidation or harassment anywhere against one of our staff,
- violence, intimidation or harassment anywhere against a staff member of a placement host,
- violence, intimidation or harassment anywhere against one of our participants,
- taking another person's property, without permission, regardless of the location,
- inappropriately accessing confidential information,
- inappropriately disclosing confidential information,
- allowing another to use our computer systems using your username and password,
- dishonest financial dealings with us,
- being convicted of any crime,
- conduct in a manner which could reasonably be thought to bring us into disrepute,
- failure to comply with any of our policies,
- failure to maintain appropriate professional boundaries,
- failure to disclose a conflict of interest or an apparent conflict of interest,
- making frivolous or malicious statements against a staff member or participant,
- behaving dishonestly regarding assessments,
- helping another person to behave dishonestly on an assessment,
- behaviour which unduly interferes with the learning of another, and
- behaviour which interferes with the operation of a placement host.

When this policy applies: The actions described below can occur any time, if the conduct considered happened between when you apply for entry into any of our programmes until the first of these occurs: (1) you withdraw your application, (2) your application is declined, (3) you inform us you will not do that programme, (4) you fail to start that programme within the allowed time from acceptance, (5) your enrolment in that programme ends.

Suspicion reports: Anyone may choose to report to the Director misconduct that they suspect or know of. Our employees are required to report any serious misconduct. Once suspected misconduct is reported, the following will happen without undue delay.

Initial Investigation: If the Director receives a report about suspected misconduct by you, the Director will do, or have one or more other people do, an initial investigation of available information. Those other people may be our staff members or other people. If others do the initial investigation, they will report the findings to the Director. The Director will then decide whether the matter is serious enough that a formal meeting is appropriate. The Director will also decide whether, due to possible risk, you should be excluded from some or all of our activities (possibly including placement) until the matter is resolved.

Formality Decision: If the Director decides that the alleged misconduct is not serious enough to warrant continuing to a formal meeting, but believes it is likely that misconduct did occur, the Director may ask you to speak with the Director or someone else about the conduct.

Meeting If the Director decides that the misconduct is serious enough to warrant continuing with a formal proceeding, then the Director will arrange the proceeding or have another person conduct the proceeding. That other person might be one of our employees or someone else. You would be notified of the misconduct that is suspected, and given a reasonable opportunity to select suitable scheduling of meetings. If practical, a single meeting will be held. However, if conflicting schedules of invitees make a single meeting impractical,

multiple meetings may be scheduled. Any meetings will be by recorded video session. The person arranging the meetings may choose to invite any witness to all or some of the meeting. You would be given the opportunity to request that specific witnesses be invited. Those people will be invited if doing so seems reasonably likely to make the outcome more fair or improve relevant fact finding. You may choose to also invite a support person to be with you. That can be a legal advisor or anyone else you want. You may request the opportunity to speak to the support person privately during the meeting, and that will be allowed as long as it is not significantly disruptive. Others may choose to not speak on your behalf at the meeting. We cannot generally require invited witnesses to be part of the meeting or answer questions. However, our employees are required to participate if invited. You are not required to participate in the meeting, but the person conducting the meeting may choose to consider your failure to participate in making decisions.

We may request that answers be given by a person under oath or affirmation (by the Oaths and Declarations Act 1957). In the case of such a request, we will accept answers without the oath or affirmation requested, but can take the lack of an oath or affirmation into account in weighing the strength of the evidence, and can take inference from the unwillingness to take an oath or affirmation.

Reporting: If someone other than the Director conducts the proceedings, that person will summarise the findings to the Director including whether there is clear and convincing evidence that misconduct did occur, and what they believe the consequences should be. The Director will make a final decision about those findings, and will notify you in writing. The Director will also decide what information, if any, should be given to others including whoever reported the suspected misconduct, and anyone impacted by the misconduct. In deciding what information others should be given, the reasonable interests of each person, including you, would be considered.

Consequences: If there is found to be clear and convincing evidence that misconduct occurred, possible consequences include, but are not limited to:

- Removal from the programme
- Removal from a placement host
- Failure to be put on placement
- Making specified amends to a wronged party which could include monetary compensation
- Failure of assessments
- Reassessment at your expense

You may choose to be offered more than one set of consequences to choose from, in which case you would be given a reasonable time to select from the options given.

Appeal: You may choose to appeal the decision or outcome by submitting a grievance [see Your feedback to us (including formal grievance) chapter]. Examples of grounds for an appeal would include RWE not following its own procedure, lack of impartiality, or the outcome not matching the level of the misconduct.

You may choose to also appeal elsewhere, including to NZQA, the Human Rights Commission, and the civil courts.

Civil or criminal actions: Nothing in this policy prevents civil or criminal actions against you if the circumstances make that appropriate.

Addressing exclusion: If you are excluded from all or some of our activities due to concern about risk, and it is found that there is no clear and convincing evidence that misconduct occurred, we will attempt to remedy any disadvantage caused.

Pastoral Care

We will meet our obligations to you under the The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (as amended). In this policy, we will call that "The Code".

All of our employees will be responsible for this policy.

Any of our employees who are anticipated to interact with you personally more than one hour, will have received a copy of The Code and will have familiarised themselves with it. All employees will read a summary of The Code.

Although we consider you important as a learner, we consider you even more important as a human.

While our employees are not required to have specialised training in things like counseling, psychology, or medicine, they are all required to take what they judge as appropriate action if they have concerns about your over-all well being. That may include discussions with others in our organisation or even getting advice of outside experts.

You should also let us know if you have concerns about your well-being, and we will do what we practically can to assist you, either ourselves, or by helping you to get other help.

Because of your age, we will balance our obligation and desire to assist with your right to make choices. We will report concerns about you to others only:

- with your permission
- as specified in the "Your privacy" policy, or
- as required in The Code

Although we try to respect requests for confidentiality, if you disclose something to one of our employees with an understanding of confidentiality, that confidentiality would be over-ridden by a Policy or legal obligation to notify others in RWE or outside of RWE.

We care about you as long our relationship with you continues. That includes before study begins and after study is completed. Although our obligations under The Code may end, our care about and for you does not.

Recognition of Current Competence

If you already know significant parts of what is taught in a programme you apply for, you should consider evaluation for Recognition of Current Competencies ("RCC"). We will assess what you can do, and determine if there are parts of the programme you can skip. The current competencies may have been developed through formal study, but can also be developed through employment, reading or any other manner. If you wish to consider assessment for RCC, you should first speak with one of us about that. There is no cost for that conversation. The fees for the RCC evaluation are agreed on a case by case basis, and are paid before the assessment occurs. Qualifications are only awarded if both of the following are true (based on the credit value of portions of the programme leading to that qualification):

- less than 70% of programme credits leading to that qualification is awarded by RCC, and
- less than 40% of the programme credits at or above the level of the programme are awarded by RCC.

RCC assessment can include a variety of ways to determine your competence including these and more:

- Letters from credible people about competence you have
- Interviews with credible people about competence you have
- Formal education transcripts
- Skills assessments
- Written assessments
- Interviews with you
- Your CV

Once the evaluation is completed, you may not refuse RCC.

If you are not satisfied with the RCC evaluation results, you can follow the "Appeal of assessment decisions" instructions in the "Assessment" chapter.

Placements

Some of our programmes involve placement with a placement host. Those placement hosts include our Partnering Laboratories. In some cases we arrange the placement. In some cases, you arrange the placement.

Placements you arrange:

For placements arranged by you, you are responsible for safety, and assume the risk of lost educational opportunity if the arrangement proves unsatisfactory. You should make arrangements that properly limit risks including safety and educational outcome risks.

In deciding whether placements arranged by participants should be included in any programme, we consider these things:

- flexibility of those placements,
- our ability to assess such placements,
- risks that such placements may not reliably provide practical learning opportunities,
- comparative costs between placements we arrange and placements you arrange,
- safety risks,
- likelihood that participants would be able to utilise existing relationships to arrange placements, and
- how participant-arranged placements are likely to influence stakeholder relationships with us.

In any case where you would need to arrange your own placement, the need and requirements of that placement will be made clear before you enrol.

Any assistance you need in arranging a placement does not change the fact that it is a placement arranged by you, and that the responsibility for that placement remains with you.

We review the appropriateness of participant-arranged placements. If experience with those placements indicates that those placements are not working well, corrective changes will be made in the programme or the programme will be terminated.

Placements we arrange:

For placements that we arrange, we are responsible for the quality and appropriateness of the placement. However, the following apply:

- your misconduct can lead to removal from a placement,
- you will not be given a refund if you are removed from placement,
- if you are removed from placement, you forfeit learning and assessment opportunities associated with the placement,
- the nature of placements creates a greater degree of unpredictability than in a traditional educational setting,
- you will be required to follow the reasonable policies and instructions of the placement host, and may be required to complete (and sign) reasonable paperwork at the direction of the placement host, and
- absence from any or all of a placement (regardless of the reason) will be a forfeiture of learning and assessment opportunities missed.

It is important that a placement host not have their primary functions compromised by your placement. It is vital to the success of our programmes that placement hosts be willing to accept placements. If a placement host that you are placed with finds your presence to be adverse to its functioning, to present an unacceptable risk, or is overly burdensome on staff, they can end your placement. In that case, you would not be able to meet programme requirements for which the placement was required.

We may choose to refuse to arrange a placement for you if we have well founded grounds to be concerned about any of the following, even in cases in which there is no misconduct, and even if programme requirements are met:

- safety risks

- reliability
- getting on with others
- reputational risk to us
- integrity

We may inform you that we will only attempt to arrange a placement for you if you give us permission to share specific concerns with potential placement hosts.

If after a placement is arranged we develop concerns of the types listed above, we may choose to share our concerns with the placement host.

If we refuse to arrange a placement, we will give you the option of withdrawing from any modules for which that placement would be required. In such cases, we will give full refund for those modules regardless of whether you have passed the normal refund period. We may choose to give you the option of withdrawing from other modules with a full refund.

Option to arrange a placement instead of us:

In a programme in which we would usually arrange a placement, you might prefer to make your own arrangements. This is especially true if you already have a relationship (for example, they are your employer) with a suitable placement host. We may give you permission to make such arrangements. In those cases, it is treated as indicated earlier in this chapter about placements you arrange. If your making those arrangements avoids us having to pay the placement host a fee, we may accordingly discount fees you would pay.

Withdrawal and refunds

You may voluntarily withdraw from a programme or part of a programme by completing the webform at <https://www.real.ac.nz/withdraw>.

We strongly recommend that before you withdraw from any or all modules that you are confident that you have relevant understanding, and seek clarification about anything that is unclear. Specifically, please be confident that you understand:

- whether you will receive a refund,
- any implications for current and future financial assistance for study,
- any immigration implications, and
- any implications for future study.

In special circumstances, we may choose to give permission to reverse a withdrawal you requested.

We may also withdraw you from a programme if the progress requirements in the offer of place are not met, or as specified in the Conduct chapter.

If you are a domestic participant and withdraw from a programme, or we withdraw you from the programme, we will refund fee payments according to the following table:

Length of programme	Deadline for withdrawal with refund	Amount of refund
3 months or longer	Up to the end of eight calendar days of the course commencing	The larger of: <ul style="list-style-type: none">• 90% of the amount paid• the amount paid minus \$500
At least 5 weeks and less than 3 months	Up to the end of five calendar days of the course commencing	75% of the amount paid
At least two days and less than 5 weeks	Up to the end of two calendar days of the course commencing	50% of the amount paid
Less than two days	Not applicable	None

If the payments were made by a StudyLink loan, the refund will be to the Ministry of Social Development.

If you are an international participant, and your withdrawal occurs up to the end of the tenth working day after the start date of the programme listed in the Offer of Place, we will refund the amount paid minus costs that we incurred up to 25% of the amount paid. This includes the situation in which you need to withdraw because of a visa application being declined.

We will only terminate a programme you are in under extraordinary circumstances. However, in case of a programme being terminated, we would make a pro-rata refund of the amount paid.

The above indicates the minimum refund you would receive in the situations listed. We may choose to give refunds in addition to that. Also, we may agree in writing to refund conditions (times or amounts) that are better than those given above.

Your feedback to us (including formal grievance)

General feedback:

You are always welcome to share suggestions, concerns or complaints with us verbally or in writing. One option for written feedback is to use the webform at <https://www.real.ac.nz/feedback>. We make many improvements in our programmes based on feedback from participants and past participants. Your feedback might not make a difference for you, but might improve the experience for others in the future. In some cases, we might be able to address your concerns in a way that will improve the experience for you.

Feedback we request:

There are times that we may specifically seek your feedback. That request might be about something specific or more general. Although your supplying the feedback is not required, it is appreciated and we hope you are willing to assist in this way. Again, that sort of feedback allows us to make improvements.

Grievance:

If you ever believe you have been or are being wrongly or unfairly treated, and would like specific things done to correct the problem, you may use the webform at <https://www.real.ac.nz/feedback>. Please select "yes" for the question "Is this feedback a complaint or grievance for which you are requesting a specific remedy?" If you do that, it will start a more formal way of handling the matter. It is recommended, but not required, that you try less formal ways of dealing with the concern first.

If you ask us to end the formal handling, we will. However, we will not pressure you to do so.

In addition to the formal handling, any grievance is also handled as feedback, and may help us do better in the future.

Unless we give you permission to have a grievance considered outside of this time range, we will only consider a grievance submitted during any of these periods:

- between when you apply to a programme and 60 days after we give you a decision about your application,
- between your start of a programme and 60 days after the completion of the programme,
- between acceptance to a programme and your start in the programme.

Grievance procedures will be performed without undue delay. You will receive a written update about the progress of the procedure every 10 days, or more frequently.

We may receive advice from outside of RWE from people not significantly connected with RWE when it is believed that they are likely to give a useful and unbiased judgement about fairness and reasonableness.

Your grievance may be given less attention than it otherwise would if you have a history of submitting grievances that were found not to have merit.

Nothing in this chapter means that you cannot take complaints to relevant authorities including the police.

After you submit a grievance, the following will be done:

- We will acknowledge your grievance in writing within 2 business days.
- We may ask for clarification about your grievance, if what you are requesting or the facts you allege do not seem clear to us.
- If there is a remedy you requested that we would be willing to do if it was a mere request, regardless of the facts you allege, we will inform you of that and make that remedy.
- If there is something we think might be an acceptable alternative remedy that we would be willing to do, regardless of the facts you allege, we may offer that alternative remedy. In that case, you will have a choice about whether to accept that alternative remedy.
- If there is a remedy you request that we would not do even if the facts you allege are true, we will notify you of that.

- If, after the above, there are remedies you requested that we might make, depending on the validity of the facts you allege and related information, we will investigate. The specifics of that investigation will depend on the specific situation, but might include reviewing records and recordings, asking people questions and getting their answers, asking people for evidence other than their answers (for example, documents). That questioning might be in writing, in person, by telephone or by video session. You are welcome to provide evidence or suggest people we should ask for evidence (for example, witnesses). We will take your suggestions if we judge them to be relevant and there is not a strong reason not to ask them about the situation. We cannot make most people supply information regarding the investigation. Our employees must supply relevant information if asked. We may request that answers be given by a person under oath or affirmation (by the Oaths and Declarations Act 1957) or by written statutory declaration (by the Oaths and Declarations Act 1957). In the case of such a request, we will accept answers without the oath or affirmation requested, but can take the lack of an oath or affirmation into account in weighing the strength of the evidence, and can take inference from the unwillingness to take an oath or affirmation.
- Following the investigation, we will let you know in writing what remedy, if any, will be given.

We will only consider a grievance based on essentially the same fact once unless the Director allows consideration again.

You should only submit a grievance if you are fine with us investigating both the facts you allege, and related information. If you do not fully cooperate with the formal process, we may end the formal process. That cooperation might include answering questions, and supplying evidence you have reasonable access to. In cases where we suspect others have relevant evidence that they will not supply unless you request they do so, we may ask you to make that request.

Please refer to the "Your conduct" chapter regarding misconduct that could relate to a grievance.

If you are not satisfied with the outcome of the formal handling of your grievance, you may appeal outside of the organisation. That appeal includes to NZQA, to iStudent Complaints (<https://www.istudent.org.nz/>) (for international participants), civil courts and any other relevant body.

Attendance and progress

You will be informed of any face-to-face attendance requirements or times you are required to participate remotely (that is, online) prior to enrolment.

If you are an international participant and your visa has specific attendance requirements, we consider attendance to include time you are at our Centre, and time you are on placement. When appropriate, based on the nature of the work, attendance may include approved work not under our direct supervision in places outside of our Centre in situations where being elsewhere is necessary or more practical for the work being done. For example, a participant needing to use library resources would count as attending our programme, if we approved them working at the library at those times.

If you have fees related to one of our programmes held on your behalf with Public Trust's Fee Protect, we will confirm that you are "still attending" only after you have engaged with the programme on at least three calendar days after the fifth day of the programme. Engagement can be taking part in a video session, using LabBench, sending us an email, attending in person, among other things.

We monitor your progress through the programme in relation to the time you have been in the programme. If we judge your progress pace to be slower than is needed to successfully complete the programme, we will inform you of our concerns about that. If the pace is not satisfactorily and promptly improved, we may report related information to StudyLink and/or Immigration New Zealand. There are conditions in which we are required to notify StudyLink and/or Immigration New Zealand of a lack of progress or engagement.

Remaining in contact

It is important that you check your email at least every 24 hours while you are enrolled in our programmes and respond to our emails promptly.

It is also important that you keep us informed about changes in your phone numbers, residential addresses or email addresses.

It is also important you keep us informed about changing any contact details you have given us for others (e.g. your emergency contact people).

Your privacy

You have legal rights to privacy. Even without those laws, we would want to respect any reasonable privacy wishes you have. By applying to one of our programmes, unless you tell us otherwise, you will have waived some legal privacy rights, and we will assume you are fine with some sharing of information. Any time you want to change the sort of information we will share, please send an email to "info@realac.nz" with the subject line "Privacy Request". We will reply to your email, and might ask for clarification about your request.

Type of sharing	Examples (not every possibility)
With government bodies as required by law, by regulation, because we are accredited, or because we receive government funding	We report your completion of a qualification to NZQA. We report your enrolment and completions to the Tertiary Education Commission. Information about you may be subpoenaed. We report your lack of progress or engagement to StudyLink.
With financial reviewers	We give our financial reviewer information about you and your payments.
With External assessment reviewers	We give your assignment work to an external reviewer. We remove your name from the copy provided, but what you wrote might allow someone to figure out who wrote it.
Between our educators	We discuss problems you are having with certain materials. Records about assessments are available to various educators. We discuss a family concern you mentioned to one of us.
With placement hosts and possible placement hosts	We give them your name, contact details, information about things you are especially good at. We openly discuss with them your performance on the placement, including sharing related experience we have.
With public	Social media posts welcoming you to the programme or achievements. Press releases about special achievements.
With your family, friends, acquaintances	A flatmate is concerned that you did not return home; we confirm that we know you were at placement today. A family member mentions you are in one of our programmes; we say how much we are enjoying having you in the programme.
With other participants (current or past)	Giving your email address to another participant. Another participant asks why you were not on placement today; we tell them you were not feeling well. Someone who was in the programme when you were asks if we know where you are working now; we tell them which lab.
With people contacting us to confirm information or for a reference check	A potential landlord asks us to confirm the dates you are enrolled. A company asks one of us various questions as a referee for a job.

The types of sharing shaded pink above are types of sharing that you have very limited control over. However, if you have special privacy concerns, please discuss them with us, and we will try to address those concerns.

The types of sharing shaded in yellow are very important, but we will try to address privacy concerns you have. For example, if you share personal information with one of our educators, you may choose to request that they not share it with other educators. However, each staff member retains the discretion to share the information within the team if they judge that the importance to do so outweighs your privacy concerns.

For the types of sharing shaded in grey, prior to the arrangement of a placement, we will honour your request that certain information not be share. However, limiting our ability to share information might impact our ability to arrange a placement for you. Once a placement is arranged, certain sharing is essential. However, if you have special privacy concerns, please discuss them with us, and we will try to address those concerns.

For the types of sharing shaded in blue, we will typically honour your request that certain information not be shared, unless there is a legal obligation to do so.

We will only do the type of sharing shaded in green if you specifically ask us (or one of us) to act as a referee. Please be sure to ask us prior to listing us as a referee, and to ask us again each six months if you want us to continue. You may choose to ask us (or one of us) to stop acting as a referee any time you want.

Summary

Review of Real World Education's Response to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021

Completed 12 May 2023

At the heart of our caring for our participants is that we truly care about our participants. Their inherent value as humans is not based on how well they do in our programmes. While their overall safety and well-being may contribute to their success in our programme, that is not the only reason their overall safety and well-being matter. Participants have commented that even the distance portion of our programmes is more personal than many in-person programmes. Although we have specific ways we attempt to assist, the real key is actually caring.

Nature of Review

While last year's reviews made significant use of NZQA-furnished guidance materials and were more of a "starting point", this year's review relied more heavily on the Code itself, while still considering various supporting materials, learning from our experience, and learning from speaking with colleagues at other providers. We drew from a wide range of information. Among the most useful was the feedback from exit interviews with participants.

The review was conducted both to identify areas for improvement, and to develop Goals and Strategies related to those.

Summary of Review Findings

Meeting past goals: Our review indicated that some goals set in the 20 June 2022 review were met, and some were deliberately delayed and expanded due to inclusion in wider development work (e.g. IT system updates).

Significant injuries on site in past five years: nil

Significant injuries on placement in the past five years: nil

Significant injuries doing at home practical work in past five years: nil

Non-compliance: We uncovered no cases of actual non-compliance with the Code.

Complaints: We have never had any complaint internal or external about any breach of the Code (or predecessor codes). We have only had one former participant ever submit an internal complaint of any kind (not a Code breach), which was found to be without substantial merit. That person submitted a complaint on that matter with NZQA. NZQA also found the complaint to be without merit.

Areas for improvement we discovered include:

- **Monitoring of participant engagement, process and needs**
Related to Goals and Strategies 1
- **Balancing inclusion of family, friends and others with privacy**
Related to Goals and Strategies 2
- **Differentiating care based on circumstances**
Related to Goals and Strategies 3
- **Advisory Board Composition**
Related to Goals and Strategies 4
- **Clarity around well-being broadly**
Related to Goals and Strategies 5
- **Initial evaluation of pastoral care need**
Related to Goals and Strategies 6
- **Clarity around who monitors each participant**
Related to Goals and Strategies 7
- **Honouring our obligations under *Te Tiriti o Waitangi***
Related to Goals and Strategies 8
- **Information for international participants before arrival**
Related to Goals and Strategies 9

Future reviews: It is our plan to conduct another review late in 2023, and after that annually.

Goals and Strategies

1. As part of broader ITC enhancements, we will include systems to allow more efficient and better monitoring of participant engagement, progress and needs. The object is not to replace human caring with machines, but to enable better human caring by freeing up educator time, and giving educators better information on which to base care. We intend to have computers do what they do best to allow humans to do what they do best. This work is ongoing. Although further refinements will continue, we expect current plans to be implemented by February 2024.
2. We are a social species. There are advantages to family, friends and others supporting and celebrating the education of our participants. However, our participants also have privacy rights. We have piloted innovative policies and practices which facilitate inclusion of others while allowing participants to significantly regulate that inclusion. We plan to continue to refine those policies and practices. That will include exploring improved ways to communicate privacy and sharing options. We encourage participants and former participants to let us know if they have suggestions in this area.
3. We care about all of our participants, regardless of age, circumstances, or how much they study with us. However, the way we care for participants should reflect their needs as individuals. We have started work on assessing needs and differentiating care, and plan to continue developing that. We encourage participants and former participants to let us know if we are not showing enough care or are being too intrusive. That balance is important, and we want to get it right.
4. We have piloted inclusion of participants and former participants on our Advisory Board. Given that our participants and former participants have the sorts of diversity we would like on the Advisory Board and are at various stages in laboratory careers, we plan to extend that transition so that all or most of the Advisory Board are participants and former participants. Participants and former participants wishing to be considered for the Advisory Board are encouraged to let us know.

5. The Code refers to "well-being", which is very broad. Our emphases have been on avoiding harm to participants caused by participation in our programmes, and reactive care when we become aware of a need. In light of the Code, we have been considering whether our pastoral care should go beyond that. However, we are aware that well-intentioned pastoral care could be inappropriate meddling. We plan to specifically discuss those issues with participants, former participants, and colleagues at other providers. Participants and former participants with thoughts on these matters are encouraged to share those thoughts with us.

6. Starting in June 2023, we will pilot a system for doing an initial evaluation of pastoral care need for incoming participants. Our plan is to refine this system with experience.

7. Starting in June 2023, we will pilot a system to assign a Pastoral Care Lead educator for each participant starting study with us. That educator will not be the only person providing pastoral care, but will have the primary responsibility for monitoring and sharing information with other educators as required.

8. *Te Tiriti o Waitangi* is not only a foundational document for New Zealand, it is a key document for RWE in that it underpins our right to exist in this land, given that RWE is not a Māori organisation. We are delighted that participants of various ethnicities, including Māori participants thrive in our programmes. We plan to continue exploring additional ways to honour our obligations under *Te Tiriti o Waitangi* in genuine, non-token ways. This matter is complicated by the fact that we serve participants throughout New Zealand, not in a specific place. It is further complicated by the fact that we attempt to serve all participants in a way that responds appropriately to their culture; it is our own aspect of the bicultural-multiculture conversation in New Zealand more broadly. We encourage participants and former participants to let us know if they have suggestions in this area.

9. We are very pleased with the ways we have pro-actively informed international applicants through our admissions process. We also are pleased with the orientation we have for international participants once they arrive. However, we believe we can do better by delaying some of the information, and adding new information to form lessons to be used after acceptance of international participants before they leave their homes. We encourage participants and former participants, especially international participants to let us know if they have suggestions in this area. We intend to implement this by 31 December 2023.

**Ngā Tikanga Mahi Mātauranga
(Te Manaaki i Ngā Ākonga
Mātauranga Matua me
Ērā o Tāwāhi) 2021**



**Te Oranga me
Te Haumarū Ākonga**

**Learner Wellbeing
and Safety**



NEW ZEALAND QUALIFICATIONS AUTHORITY
MANA TOHU MĀTAURANGA O AOTEAROA

QUALIFY FOR THE FUTURE WORLD
KIA NOHO TAKATŪ KI TŌ ĀMUA AO!

I whakaputaina e NZQA tēnei whakaputanga tāpiri o Te Rārangi Tikanga i te marama o Hakihea 2021 hei tautoko i te rāngai ki te whakahaere i Te Rārangi Tikanga nei.

Koinei hoki ngā kupu ōkawa o Te Rārangi Tikanga:
<https://www.education.govt.nz/further-education/information-for-tertiary-students/code-of-practice-pastoral-care-domestic-tertiary/>

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01 | Kōrero Whakataki



1. Taitara

Ko ēnei tikanga ko Ngā Tikanga Mahi Mātauranga (Te Manaaki i Ngā Ākonga Mātauranga Matua me Ērā o Tāwāhi) 2021.

2. Tīmatanga

Ka mana ngā tikanga hei te 1 o Hānuere 2022.

3. Te Whakamahi i Ngā Tikanga Mahi

- (1) Ka whakatakoto ngā tikanga mahi nei i te mahi a ngā kaiwhakarato ki te whakarite kei te raupapa, ōkawa hoki te whakarātonga o ngā tika hei tautoko i te oranga me te haumaruru o –
 - (a) ngā ākonga mātauranga matua katoa; me
 - (b) ngā ākonga mātauranga matua e noho ana i ngā wāhi noho ākonga; me
 - (c) ngā ākonga mātauranga matua o tāwāhi; me
 - (d) ngā ākonga kura o tāwāhi.
- (2) Me mātua whakatinana ngā kaiwhakarato i ngā tukanga katoa i roto i ngā tikanga mahi nei mā tētahi āhuatanga e tōtika ana te urupare ki ngā hiahia o ngā ākonga kei roto i ngā akoranga tauwhāiti, ngā horopaki takitini, ā-whare hoki me te ōrite ki ngā tūmanako o te kaiwhakahaere tikanga mahi.
- (3) Mō ngā kaiwhakarato mātauranga matua e hāngai ana ngā tikanga mahi ki –
 - (a) ngā mahinga e tukuna ana, e whakaritea ana, mā tētahi kaiwhakarato, mō ngā ākonga o konei me tāwāhi kua rēhita ki tētahi kaiwhakarato mātauranga, ahakoa kei Aotearoa ngā ākonga, kei tāwāhi rānei; ā,
 - (b) e noho awere ana te wāhi noho i raro i te wāhanga 5B o te Ture Retihanga Kāinga Noho 1986 (RTA), tae atu ki tētahi whakaaetanga ā-tuhi i waenga i te kaiwhakarato mātauranga matua me te kaiwhakarato wāhi noho i raro i te 5B(1)(b)(ii) o te RTA.
- (4) Mō ngā waitohu kura, e hāngai ana ngā tikanga mahi nei ki ngā mahinga e tukuna ana, e whakaritea ana rānei e, mō rānei, tētahi kaiwaitohu mō ngā ākonga kura o tāwāhi, ahakoa kei Aotearoa ngā ākonga, kei tāwāhi rānei.

- (5) Ka tuku awere pea te kaiwhakahaere tikanga mahi ki ēnei ākonga mai i te whakatinanatanga o ngā tukanga tauwhāiti o ngā tikanga mahi nei –
 - (a) he ākonga kura ka huri i tōna tūnga mai i te ākonga ā-motu ki ngā ākonga o tāwāhi; tērā rānei
 - (b) ngā ākonga mātauranga matua o te motu, ngā ākonga kura rānei, mātauranga matua rānei ina tika ana, mā te tino whai whakaaro ki te oranga me te haumaruru, me te whakaae a te Minita Take Mātauranga.
- (6) Kāore e eke ngā tikanga mahi nei ki runga ake o ngā kawenga o ngā kaiwhakarato mātauranga me te wāhi noho i raro i te Ture Matatapu 2020, Ngā Tikanga Tūmataitinga Mōhiohio Hauora i hangaia i raro i taua Ture.
- (7) E hāpai ana ngā tikanga mahi nei i tētahi pūnaha mātauranga e whakahōnore i Te Tiriti o Waitangi me te tautoko i te hononga Māori-Karauna e ai ki te wāhanga 4(d) o te Ture Mātauranga me te Whakangungu 2020.

4. Te whakaae me te tango i te mana waitohu

- (1) Ka āhei ngā kaiwhakarato (arā, ko ngā kaiwhakarato mātauranga matua me ngā kura) ki te tono ki te kaiwhakahaere tikanga mahi kia uru hei kaiwaitohu i raro i Ngā Wāhanga 6 me te 7 o ngā tikanga mahi nei.
- (2) Ko te paearu mō tētahi kaitono kia uru hei kaiwaitohu ki ngā tikanga mahi nei ko ēnei e whai ake –
 - (a) he kaiwhakarato te kaitono; ā,
 - (b) he tuku, kei te whakarite rānei te kaitono ki te tuku mātauranga; ā,
 - (c) he tōtika ngā tikanga me ngā mahinga pūtea a te kaitono; ā,
 - (d) kua ū ngā kaupapahere me ngā hātepe a te kaitono hei whakatutuki i ngā putanga e rapua ana me ngā tukanga e hiahia ana e ngā tikanga mahi nei; ā,
 - (e) e ai ki te kaiwhakahaere tikanga mahi kāore he raruraru o te whakaae i te kaitono kia uru hei kaiwaitohu ki ngā tikanga mahi nei.
- (3) I runga i te tono a tētahi kaiwaitohu, nā ngā whakawhiu rānei kei roto i te Wāhanga 535 o te Ture Mātauranga me te Whakangungu 2020, ka āhei te kaiwhakahaere tikanga mahi ki te tango i tētahi kaiwaitohu ki ngā tikanga mahi nei.

02 | Me pēhea te pānui i ngā tikanga mahi nei



5. Ngā whakamāramatanga

- (1) I roto i ngā tikanga mahi nei, hāunga tētahi atu horopaki rānei, ko –

ngā kaimahi wāhi noho ko tētahi kaimahi e ai ki te wāhanga 19 o te Ture Hauora me te Haumarū i te Mahi 2015 e whakahaere ana i ngā mahi mā tētahi kaiwhakarato wāhi noho i te wāhi noho ākonga

te **Ture** koinā te Ture Mātauranga me te Whakangungu 2020

te **hātepe kaiwhakahaere tikanga mahi** e pā ana ki te Wāhanga 8 o ngā tikanga mahi nei, ā, e rite anō te tikanga ki te 238H o te Ture Mātauranga 1989 e tiakina ana e te Pukapuka Āpiti 1, whiti 7(3) o te Ture Mātauranga me te Whakangungu 2020

te kirimana rēhita i waenga i ngā ākonga o tāwāhi me ngā kaiwaitohu –

- mō te āhuatanga ki tētahi kaiwaitohu kei tētahi Kura kāwanatanga, he ōrite te tikanga ki te kirimana rēhita kei te wāhanga 10(1) o te Ture; tērā rānei
- mō te āhuatanga ki ētahi atu kaiwaitohu, he kirimana tērā i waenga i tētahi ākonga o tāwāhi (ngā mātua rānei o te ākonga, he kaitiaki ā-ture rānei, mēnā kei raro te ākonga i te 18 tau) me te kaiwaitohu e āhei ai te ākonga ki te whiwhi mātauranga e whakaratoa ana e taua kaiwaitohu

ko te **kaitiaki i tautapatia** he whanaunga, he hoa tata rānei nō te whānau i tautapatia ā-tuhitia e te matua, te kaitiaki ā-ture rānei o tētahi ākonga o tāwāhi i raro i te 18 tau hei kaitiaki me te kaiwhakarato wāhi noho mō taua ākonga

ko te **hunga hauā, te hauātanga** rānei ko te hunga kua roa e whai ana i ngā waimaerotanga wā roa ā-tinana, ā-hinengaro, ā-hirikapo, ā-rongo rānei e pā ana ki tūmomo tauārai ka whakararu pea i tō rātau whai wāhitanga whānui me te whaitake i roto i te iwi whānui i runga i te tikanga ōrite ki ētahi atu (Kawenata a te UN mō Ngā Motika o Te Hunga Hauā)

ko te **Kaupapa Whakatau Wenewene** ko te Kaupapa Whakatau Wenewene a te kirimana ākonga i whakatūria i raro i te wāhanga 536 o te Ture

ko te **kanorau** ko ngā tūmomo ao rerekē, ngā wheako me ngā whakapono hoki me ngā tūmomo hiahia puta noa i ngā horopaki ako rerekē. Ko te kanorau i roto i te taupori ako, kāore i te whāiti ki ngā ākonga o ngā taipakeke rerekē, ngā tūmomo ahurea, whakapono, hōkakatanga, ngā tuakiri ira tangata, ākonga o tāwāhi, ngā ākonga nō ngā ao rerenga, ngā ākonga hauā, ngā ākonga mamao me ngā ākonga whai wheako manaaki

ko te **māngai mātauranga** he tangata, he rōpū, he whakahaere rānei kei te whakakanohi i tētahi kaiwaitohu mō tētahi āhuatanga e pā ana ki te rēhita me te ako o ā rātau ākonga o tāwāhi, tae atu ki te wāhi noho, ā, tae atu ki tētahi māngai kei te mahi kirimana

ko te **tuku mātauranga** ko tētahi –

- akomanga, akoranga, kaupapa rānei kua whakaaetia i raro i te wāhanga 524;
- kaupapa kua whakaaetia e whaimana ai tētahi kaiwhakarato ki te tuku i raro i te wāhanga 441;
- kaupapa whakangungu i whakaaetia i raro i te wāhanga 445;
- whakaae kia aromatawaitia ki ngā paerewa i tukuna i raro i te wāhanga 449.

ko te **tari whakaū kouna mātauranga** he tari ērā i whakamanahia e te Ture hei whakatutuki i ngā mahi whakaū kouna e pā ana ki ngā kaiwhakarato

ko te **whakahoki atu** e pā ana ki ngā ākonga mātauranga matua o tāwāhi koinā te tukanga o te neke i tētahi tangata mai i tētahi whenua, wāhi rānei ki tētahi atu

ko te **tikanga tiaki utu** he tikanga tērā i whakaaetia i roto i ngā ture i hangaia i raro i te wāhanga 452(1)(e) o te Ture

ko te tikanga o te **noho kāinga** ko te wāhi noho e tukuna ana ki tētahi ākonga i te kāinga o tētahi whānau, he whare rānei kāore e neke atu i te 4 ngā ākonga o tāwāhi e noho ana i reira

ko **ngā ture o te whare** ko ngā ture o te whare ērā i whakatauhia e tētahi kaiwhakarato wāhi noho he wāhi noho awere i raro i te wāhanga 5B o te Ture Retihanga Whare 1986

ko te tikanga o te **ākonga** he ākonga mātauranga matua o te motu, he ākonga o tāwāhi (ahakoa ākonga mātauranga matua, kura rānei), he pia ahumahi, he tauira rānei i rēhita ki tētahi kaiwhakarato mātauranga matua

ko te **‘noho mōrea’ o te ākonga** e tika ana te whakapono o tētahi kaiwhakarato mātauranga matua, kura rānei kei te tino raru te hauora, te haumaruru, te oranga rānei o te ākonga, hei tauria, kāore e taea e te ākonga te –

- whakamaru i a rātau anō mai i ngā tūkinotanga nui; tērā rānei
- ka whakamaru tika i tō rātau ake oranga

e kōrero ana te **wāhi ako** mō ngā wāhi ōkiko me te matihiko (hei tauria, te whakaako me te ako, takitini, me te wāhi noho ākonga), ngā horopaki me ngā ahurea e ako ana ngā ākonga

ko te **kaitiaki ā-ture** he tangata tērā, i tohua e te kōti, e tētahi wira rānei, kei a ia te kawenga mō te oranga me te haumaruru o te ākonga me ngā tautoko pūtea, ā, ko ia kei te manaaki i te ākonga, te ākonga o tāwāhi rānei i tōna whenua

ko te **whare taupua raihana** he whare taupua kura tēnei i raihanatia i raro i Ngā Rekureihana (Ngā Whare Taupua) Mātauranga 2005

ko te **mana** koinā te wāriu me te āhua rangatira o te tangata, ahakoa i ahu mai i tōna whakapapa me tōna ahunga mai i tōna whānau, hapū, iwi, rūpū whānau rānei, e ai ki ngā tikanga Māori, tētahi atu tikanga ōrite nō te ahurea o te tangata

ko **ngā tikanga** koinā ngā kaupapahere me ngā hātepe i whakatinanahia e te whakanōhanga kia mōhio ai ki ngā putanga kei roto i ngā tikanga mahi nei

ko te **kainoho** he ākonga tērā e noho ana i tētahi wāhi noho ākonga

ko te **kaitiaki ā-whare**, o tētahi ākonga o tāwāhi kei raro i te 18 tau, ko te tikanga –

- he kaimanaaki noho kāinga; tērā rānei
- he kaiwhakahaere whare taupua kura raihana, tētahi atu tangata whai kawenga mō te manaaki i ngā ākonga o tāwāhi kei tētahi whare taupua kura raihana; tērā rānei
- he kaitiaki kua tautapatia; tērā rānei
- he kaiwhakahaere o tētahi wāhi noho ākonga mātauranga matua e noho awere ana mai i te Ture Retihanga Kāinga Noho 1986, ā, e kei raro i te Wāhanga 5 o ngā tikanga mahi nei; tērā rānei
- mō te āhuetanga ki te wāhi noho wā poto, he kaiwhakahaere kei a ia te kawenga mō te manaaki i ngā ākonga o tāwāhi

ko te **tirotirotanga auau** ko te tirotiro i tētahi rūma me te kuhu a tētahi kaimahi a te kaiwhakarato, ā, kāore he māharahara o te kaiwhakarato mō te oranga, te haumaruru rānei o te kainoho, tētahi atu tangata rānei

ko te **kaiwaitohu** koinā te kaiwhakarato kua whakaaetia e tēnei kaiwhakahaere tikanga mahi hei rēhita i ngā ākonga o tāwāhi hei kaiwaitohu ki ngā tikanga mahi nei

ko te **hunga whai pānga** ko ngā ākonga, ngā kaimahi, ngā whānau, ngā hāpori paetata, ngā kaitukumahi, ngā iwi, me ētahi atu e whai pānga tōtika ki te oranga me te haumaruru o ngā ākonga kua rēhita ki te kaiwhakarato

ko te **wāhi noho ākonga** koinā te wāhi noho ākonga e awere ana i raro i te wāhanga 5B o te Ture Retihanga Whare 1986

ko te **tikanga** koinā ngā āhuetanga Māori tuku iho o ngā uara me ngā tikanga

ko te **oranga me te haumaruru** koinā te whakaaro pai o te hinengaro, te tū pakari, te rata ki a koe anō, ngā whanaungatanga, me ngā wheako me anga whakamua ki ngā putanga ako e rapua ana. Ko tētahi atu tikanga o tēnei ko te noho hauora me te noho pūmau.

ko te tikanga o te **tirotirotanga oranga** ko te toro atu me te kuhu ki te rūma te tirotiro i tētahi rūma me te kuhu a tētahi kaimahi a te kaiwhakarato ki te rūma, i ngana ki te whai i te whakaae a te kainoho kia kuhu atu, ā, he māharahara nui mō te oranga, te haumaruru rānei o te kainoho, tētahi atu tangata rānei

ko te **mahere whakahaerenga oranga** ko tētahi mahere kua whakaurua mai e te kaiwhakarato e whakatakoto ana i ngā upane hei whakarite i te oranga me te haumaruru o tētahi kainoho kua kitea kei te noho mōrea

- (2) I roto i ngā tikanga mahi nei, ina kōrero ana mō te taipakeke o te tangata kei te kōrero mō tōna pakeke i tōna huritau whakamutunga.

Ngā hanganga whakahaere hei tautoko i te kaupapa kaiwhakarato matawhānui ki te oranga me te haumaruru o te ākonga

(E hāngai ana ngā whakaritenga katoa ki ngā ākonga
o te motu me tāwāhi, ka mutu he whakaritenga
waitohu ina pā ana ki ngā ākonga mātauranga matua)



6. PUTANGA 1: HE PŪNAHA ORANGA ME TE HAUMARU O TE ĀKONGA

Me mātua whai ngā kaiwhakaratō i tētahi kaupapa kaiwhakaratō matawhānui kia ū ai ki tētahi pūnaha oranga me te haumarū rautaki me te pūrangiaho mō te ākonga e urupare ana ki ngā hiahia o ā rātau ākonga.

7. Tukanga 1: Ngā whāinga rautaki me ngā mahere rautaki

- (1) Me mātua whai ngā kaiwhakaratō i ngā whāinga rautaki me ngā mahere rautaki oranga me te haumarū hei tautoko i ā rātau ākonga puta noa i te whakahaere, tae atu ki te wāhi noho ākonga, e whakamārama ana ka pēhea tā rātau–
 - (a) hei whakamana ki ngā putanga i rapua ana me ngā tukanga e hiahia ana e ngā tikanga mahi nei; me
 - (b) te tuku tautoko ki tētahi pūnaha mātauranga e whakamānawa ana Te Tiriti o Waitangi me te tautoko i ngā hononga Māori-Karauna.
- (2) Ko tā ngā kaiwhakaratō me mātua –
 - (a) rite tonu te arotake i ā rātau whāinga rautaki me ngā mahere rautaki oranga me te haumarū o te ākonga e ai ki te whiti-iti (1); me
 - (b) te whakatutuki i ngā menemana ki ā rātau whāinga rautaki me ngā mahere rautaki oranga me te haumarū o te ākonga i roto i te wā tika whai muri i te arotake.
- (3) Me mātua kakama te mahi a ngā kaiwhakaratō me ngā ākonga me te hunga whai pānga (me te tuhi i ēnei mahi) ina –
 - (a) waihanga ana i ā rātau whāinga rautaki me ngā mahere rautaki oranga me te haumarū o te ākonga e ai ki te whiti-iti (1); me
 - (b) te arotake i ā rātau whāinga rautaki me ngā mahere rautaki oranga me te haumarū o te ākonga e ai ki te whiti-iti (2).

8. Tukanga 2: Arotake whaiaro o ngā tikanga oranga me te haumarū o te ākonga

- (1) Me mātua whakamahi ngā kaiwhakaratō i ngā whāinga rautaki me ngā mahere rautaki e ai ki te whiti 7(1) kia rite tonu te arotake haere i te kōunga o ā rātau tikanga oranga me te haumarū o te ākonga o ngā tikanga mahi nei, e ai ki ngā wā, te rā rānei i whakaritea e te kaiwhakahaere tikanga mahi.
- (2) Me mātua arotake ngā kaiwhakaratō i ā rātau tikanga oranga me te haumarū o te ākonga mā –
 - (a) ngā whakaaro a ngā ākonga kanorau me ētahi atu hunga whai pānga; me
 - (b) ngā raraunga ine tata me te ine kōunga (tae atu ki ngā amuamu a ngā ākonga), ina taea ana, he ōrite ki ngā herenga o te kaiwhakaratō i raro i ngā ture matatapu onāiane, ka wehewehea mā ngā rōpū ākonga kanorau.
- (3) Me mātua whai ngā kaiwhakaratō, i roto i te wā tika, e ai ki ngā whiti-iti (1) me te (2) whai i ngā mahi tōtika hei whakarite i ngā hapa i roto i ngā tikanga oranga me te haumarū o te ākonga.

9. Tukanga 3: Ngā whakaritenga whakaputanga

Me mātua whakarite ngā kaiwhakaratō kei te noho wātea tonu ēnei mōhiotio, i ngā takotoranga ka taea e te katoa, ki ngā ākonga, ngā kaimahi me te iwi whānui, tae atu ki ā rātau paetukutuku (ina taea ana) –

- (a) ngā whāinga rautaki me ngā mahere rautaki hei tautoko i te oranga me te haumarū o ngā ākonga e ai ki te whiti 7(1); me
- (b) ngā whakahounga ki ngā whāinga rautaki me ngā mahere rautaki hei tautoko i te oranga me te haumarū o ngā ākonga e ai ki te whiti 7(2); me
- (c) ngā pūrongo arotake whaiaro ki te kōunga o ā rātau tikanga oranga me te haumarū o te ākonga e ai ki te whiti 8.

10. Tukanga 4: Ngā pūnaha oranga me te haumaruru urupare

- (1) Me mātua whakaemi e ngā kaiwhakarato me te whakapuaki i ngā mōhiohio hāngai puta i tō rātau whakahaere (tae atu ki te wāhi noho ākongā), ā, mai i te hunga whai pānga hāngai kia tino tika ai te tautuhi i ngā māharahara e ara ake ana mō te oranga me te haumaruru, te whanonga rānei me te whai i ngā upane tōtika katoa e tere ai te tūhono i ngā ākongā ki ngā ratonga ā-iwi, hauora, me te hauora hinengaro.
- (2) Me mātua tuku haere tonu ngā kaiwhakarato i ngā whakangungu me ngā rauemi ki ā rātau kaimahi e hāngai ana ki ō rātau tūranga i roto i te whakahaere, e pā ana ki –
 - (a) Tiriti o Waitangi; me
 - (b) ngā herenga o te kaiwhakarato i raro i ngā tikanga mahi nei; me
 - (c) te mārama ki ngā take atawhaitanga o ngā rōpū ākongā kanorau me ngā mōhiotanga ahurea tōtika; me
 - (d) te tautuhi me te pūrongo i ngā āhuatanga kaikiri, aukatinga, me te whakaweti i roto i te wā tika; me
 - (e) te ārai me te urupare ki ngā whakarekerekere ā-tinana, koeretanga hoki me te urupare, ā, me pēhea te tautoko i tētahi ahurea o te whakapuaki me te pūrongo; me
 - (f) te matatapu me te whāwhā haumaruru i ngā mōhiohio whaiaro; me
 - (g) ngā ara tonu (tae atu ki ngā kaiwhakarato ratonga paetata) me ngā hātepe whakanuku ake; me
 - (h) te tautuhi me te pūrongo i ngā āhuatanga ka pā mai me ngā whanonga māharahara; me
 - (i) ngā take mōhio me te whakatairanga ki te oranga me te haumaruru, tae atu ki –
 - (i) te mōhio ki te hauora me te mātauranga hinengaro haumaruru me ngā tautoko; me
 - (ii) te mōhio ki te mate whakamomori me te tūkino-whaiaro; me
 - (iii) te whakatairanga i te mōhio ki te whakapōauau me te waipiro; me
 - (iv) te whakatairanga i ngā āhua noho hauora mō ngā ākongā.
- (3) Me mātua whai mahere ngā kaiwhakarato mō te āwhina i ngā ākongā, ā, kia whaitake te urupare, i ngā āhuatanga ohotata i roto i te hāpori ako, noho rānei (ahakoa paetata, whānui atu rānei), tae atu ki–
 - (a) te whakarite ka wātea tonu mai ēnei mahere ki ngā ākongā ina tīmata tā rātau ako; me
 - (b) te whakarite e wātea ana ngā kaimahi mōhio ki te whakapā atu ki te ākongā, ngā ākongā rānei ki te tūpono pā mai he ohotata; me
 - (c) te whakarite i te whakatau tikanga puta noa i te kaiwhakarato ina urupare ana ki ngā ohotata; me
 - (d) te tohatoha i ngā mōhiohio tika, ōrite, wātea ki te katoa i te wā tika ki ngā ākongā me ngā kaimahi i ngā wā ohotata; me
 - (e) te whakarite kei te mōhio ngā kaimahi hāngai katoa ki ngā tohu mōrearea kei te tūpono pā mai ki tētahi ākongā, ētahi atu rānei me ngā mahi ka taea tonu e rātau te tuku hei āwhina kia noho haumaruru ai rātau; me
 - (f) te tiaki haere tonu i tētahi aratohu hātepe maiki me ngā ohotata hira e ārahi ana i ngā kaimahi ka uru ki ngā āhuatanga ohotata e pā mai ai ngā mahi wawe tonu, haere tonu e hiahiatia ana me te –
 - (i) te whakawhitiwhiti me ngā tari kāwanatanga hāngai (hei tauira, Ngā Pirihimana o Aotearoa, Te Manatū Hauora, Te Mana Tohu Mātauranga o Aotearoa, Te Amorangi Mātauranga Matua); me
 - (ii) te whaiwhai haere i ngā tukanga whakamārama hei tautoko i ngā ākongā katoa me ngā kaimahi hāngai; me
 - (g) te hopu i ngā maiki me ngā ohotata hira ka pūrongo atu ai i ēnei i ia te tau (i te taumata tōpū, ā, ki tērā e taea ana, me te wehewehe mā ngā rōpū ākongā kanorau) ki ngā tuku whakahaere kaiwhakarato, ngā ākongā me ētahi atu hunga whai pānga me te kaiwhakahaere tikanga mahi.

11. PUTANGA 2: REO O TE ĀKONGA

E mārama ana ngā kaiwhakarato me te urupare ki ngā reo o ngā ākonga kanorau me ngā hiahia oranga me te haumarū mā tētahi āhuatanga e mau ai ō rātau mana, rangatiratanga hoki.

12. Tukanga 1: Reo o te ākonga

Me mātua whai tikanga ngā kaiwhakarato mō –

- te āta tuitui me te poipoi i ngā taura here ki ngā rōpū ākonga kanorau i roto i tō rātau whakahaere; me
- te mahi me ngā ākonga kanorau me ō rātau hāpori ki te waihangā, arotake, me te whakapai ake i ngā whāinga rautaki oranga me te haumarū o te ākonga, ngā mahere rautaki me ngā tikanga; me
- te whakarato i ngā tukanga ōkawa me te kōkau mō te āta whakarongo, te whakawhitiwhiti, me te whakapakari i ngā tūmomo reo rerekē o ō ngā ākonga me ērā o ō rātau hāpori; me
- te whakarato i ngā rauemi e taea ana e te katoa, i te wā tika hei tautoko i a rātau me ō rātau hāpori ākonga hei whakapakari ake i ngā pūkenga e hiahia ana e taea ai e rātau te tino whakauru ki ngā tukanga whakatau tikanga; me
- te tuku i ngā mōhiotio e taea ana e te katoa, i te wā tika ki ngā ākonga kia nui ake ai te pūrangiaho o ngā tukanga whakatau tikanga a ngā kaiwhakarato.

13. Tukanga 2: Ngā amuamu a te ākonga

Ko tā ngā kaiwhakarato me mātua –

- mahi tahi me ngā ākonga kia whaitake ai te urupare, me te tukatuka i ngā amuamu (tae atu ki te whakawhitiwhiti tōtika me ngā kaitautoko); me
- te whakamōhio atu ki ngā ākonga me pēhea te whakarite i te amuamu, ā, kei te pēhea te haere; me
- te whakarite i ngā amuamu i roto i te wā tika me te āhuatanga kakama, me te whai i ngā tikanga he –
 - tika mō te taumata o te uaua, te tapu rānei o te amuamu; me
 - te whai whakaaro ki ngā raru mai i tētahi tirohanga ahurea; me
 - te whakauru i ngā kaupapa ā-ahurea e whai whakaaro ana ki ngā tukanga tuku iho mō te whakaara me te whakatau raru (hei tauira, te kaupapa whakahōrite); me
 - te ki ngā mātāpono o te ture matatika; me

- te whakarite ka taea noatia te tukanga amuamu e ngā ākonga (me te hunga e tautoko ana i rātau), me te whai i ngā tikanga mō –
 - te tuku mōhiotio mārama ki ngā ākonga me pēhea te whakamahi i ngā tukanga amuamu ā-roto (tae atu ki ngā tāngata tika hei whakapā atu), me te whānui me ngā putanga o ngā tukanga ka taea; me
 - te whakatikatika i ngā tauārai mō te torotoro i ngā mōhiotio (hei tauira, nā te reo, te kore ipurangi, he wehi kei rautipu, he hiahia kia noho kirimuna), pērā i te tuku ara kē mō te whakaara amuamu; me
 - te tuku whai wāhitanga ki tētahi/ētahi kaitautoko (ka tohua e te ākonga) ki te ārahi me te tautoko i te ākonga mā te tukanga amuamu; me
 - te tuku whai wāhitanga ki ngā rōpū ākonga kia ngātahi te tuku amuamu; me

- te hopu i ngā amuamu; me
- te pūrongo ā-tau ki ngā tumu whakahaere kaiwhakarato, ngā ākonga, me ētahi atu hunga whai pānga me te kaiwhakahaere tikanga mahi (tae atu ki ngā paetukutuku kaiwhakarato wātea) mō –
 - te maha me te āhua o ngā amuamu i tukuna me ngā otinga (i te taumata tōpū, ā, ki tērā e taea ana, me te wehewehe mā ngā rōpū ākonga kanorau); me
 - te wheako o te ākonga mō te tukanga amuamu me te otinga o tā rātau amuamu; me

- te whakatairanga me te pānui i ngā tukanga amuamu me te whakatau wenewene e wātea ana ki ngā ākonga, ā, kāore i te whāiti noa iho ki te tukanga amuamu ā-roto a te kaiwhakarato, te tukanga amuamu a te tari whakaū kōunga mātauranga, te tukanga amuamu a te kaiwhakahaere tikanga mahi, me Ngā Kaupapa Whakatau Wenewene; me

- (h) te tohutohu i ngā ākonga, ki ngā upane whai ake e wātea ana ki a rātau mēnā kāore e whakaaetia e te kaiwhakarato te amuamu (mēnā rānei e whakapono ana te ākonga, te kaiwhakarato rānei he kūare te kaiwhakarato ki ngā tikanga ahurea hei whakarite i te amuamu), kāore rānei te ākonga i te rata ki te tukanga amuamu ā-roto a te kaiwhakarato, te otinga rānei, arā –
- (i) me pēhea te rapu whakatau ki tētahi wenewene kirimana, pūtea rānei mā tētahi amuamu, te tono rānei ki tētahi rōpū tōtika, tari rānei e ai ki te kaupapa o te wenewene, hei tauira, te kaiwhakahaere tikanga mahi, te Kaupapa Whakatau Wenewene, te Disputes Tribunal, Te Kāhui Tika Tangata, te Kaitiaki Mana Tangata rānei; me
- (ii) me pēhea te tuku i tētahi amuamu ki te kaiwhakahaere tikanga mahi mēnā e whakapono ana te ākonga kāore i te eke i te kaiwhakarato ngā putanga, ngā whakaritenga rānei o tēnei tikanga.

14. Tukanga 3: Tautuku ki te Kaupapa Whakatau Wenewene

- (1) Me mātua whakarite ngā kaiwhakarato kei te mārara rātau ki ngā ture o te Kaupapa Whakatau Wenewene mō ngā ākonga ā-motu me tawāhi me te whakarite kei te tautuku ki aua ture mō te amuamu kei roto rātau.
- (2) Ki te kore e ū ki ngā ture o te Kaupapa Whakatau Wenewene he takahi tērā i ngā tikanga mahi, ā, tērā pea ka pupū ake ētahi whakawhiu mai i te kaiwhakahaere tikanga mahi.

Ngā tikanga oranga me te haumaruru mā ngā kaiwhakarato mātauranga matua katoa

(E hāngai ana ngā whakaritenga katoa ki ngā ākonga o te motu me tāwāhi, ka mutu he whakaritenga waitohu ina pā ana ki ngā ākonga mātauranga matua)



Ngā wāhi ako ōkiko me te matihiko

15. PUTANGA 3: NGĀ WĀHI AKORANGA ŌKIKO ME TE MATIHIKO HAUMARU, MANAAKI, TAUTOKO ME TE TUWHERA KI TE KATOA

Me mātua hāpai ngā kaiwhakaratō i ngā wāhi ako kia haumarū me te tautoko i ngā wheako ako pai mō ngā rōpū ākonga kanorau.

16. Tukanga 1: Ngā hapori haumarū me te manaaki

- (1) Me mātua whai tikanga ngā kaiwhakaratō mō –
 - (a) te whakaiti i te whakamamae ki ngā ākonga i ahu mai i te aukatinga, kaikiri (me te kaikiri pūnahanaha), whakaweti, nonotitanga me te tūkino; me
 - (b) te mahi me ngā ākonga me ngā kaimahi kia kitea, kia whaitake te urupare ki te nonotitanga, kaikiri (me te kaikiri pūnahanaha), whakaweti, nonotitanga me te tūkino; me
 - (c) te whakatairanga i tētahi wairua manaaki puta noa i te wāhi ako; me
 - (d) te pupuri i ngā hiahia ahurea me ngā tūmanako o ngā rōpū katoa puta noa i te wāhi ako; me
 - (e) te tuku mōhiōhio ki ngā ākonga katoa –
 - (i) e tautoko ana i te mārama, te manakohanga me te hononga ki ngā ākonga katoa, me te kawenga tōpū mō tētahi wāhi ako manaaki; a,
 - (ii) mō ngā tautoko ā-ahurea, ā-wairua, ā-hapori hoki e wātea ana ki a rātau; me
 - (f) te whakaratō i ngā wāhi ako ka taea e te katoa ki ngā ākonga e taea e rātau te hono ki ētahi atu, te tuitui taura here, te tautoko tētahi ki tētahi, me te whakamanuhiri i ō rātau hoa me ō rātau whānau.

17. Tukanga 2: Te tautoko i te whai wāhitanga me te kōrerorero tahi ki te ākonga

- (1) Me mātua tuku whai wāhitanga ngā kaiwhakaratō ki ngā ākonga kia –
 - (a) tino whai wāhi atu me te whakaputa haumarū i ō rātau whakaaro i roto tō rātau wāhi ako; me
 - (b) te tūhono, te tuitui taura here me te whakatipu i ngā kōtuinga ā-iwi, ā-wairua, ā-ahurea hoki; me
 - (c) te whakamahi i te reo me ngā tikanga Māori hei tautoko i te hononga o ngā ākonga Māori ki tō rātau ao Māori.
- (2) Me mātua whai tikanga ngā kaiwhakaratō hei tautoko i ngā ākonga mā ā rātau ako, tae atu ki –
 - (a) te hāpai i ngā ākonga kia pakari, kia tōtika ai mō te mātauranga matua, me
 - (b) te āta whakahaere tika i te paetae ākonga me te whakawhitiwhititanga; me
 - (c) te tuku whai wāhitanga e taea ai e ngā ākonga te matapaki ā-matatapu nei, ngā take e pēhi nei i tō rātau kaha ki te ako me te urupare ki ngā raruraru ā ngā ākonga, me
 - (d) te tuku tohutohu ki ngā ākonga mō ngā ara mō ētahi atu ako, whanaketanga ara mahi hoki, ina tika ana.

18. Tukanga 3: Ngā wāhi me ngā whakanōhanga ōkiko me te matihiko

- Me mātua whai tikanga ngā kaiwhakaratō mō –
- (a) tuku i ngā wāhi ako hauora me te haumarū; me
 - (b) te tautuhi, ina taea ana, te turaki i ngā tauārai ki ngā whakanōhanga me ngā ratonga; me
 - (c) te uru mai o ngā ākonga ki te hoahoa i ngā wāhi ōkiko me te matihiko ina whakapai haere ake; me te
 - (d) whakawhitiwhiti ki te Māori me te whakauru mai i te Māori ki te hoahoa i ngā wāhi ōkiko me te matihiko ina tika ana.

19. PUTANGA 4: KEI TE HAUMARU, KEI TE PAI NGĀ ĀKONGA

Me mātua tautoko ngā kaiwhakarato i ngā ākonga ki te whakahaere i tō rātau hauora tinana me te hinengaro mā ngā mōhiohio me ngā tohutohu, me te tautuhi me te urupare ki ngā ākonga kei te hiahia tautoko.

20. Tukanga 1: Ngā mōhiohio mō ngā ākonga mō ngā āwhina kia tutuki ai ngā hiahia taketake

- (1) Me mātua whai tikanga ngā kaiwhakarato kia taea ai e ngā ākonga katoa me ngā ākonga e marohitia ana te tautuhi me te whakahaere i tō rātau hiahia taketake (ngā whakaritenga rawa taketake hei tautoko i te oranga me te haumarua tae atu ki te whare noho, ngā kai me ngā kākahu), me te tuku i ngā mōhiohio tika, i te wā tika, kia hāngai hoki mō te āhua o tā rātau –
 - (a) toro i ngā ratonga mā te kaiwhakarato, mā ngā ratonga hapori me te tūmatanui e taea ai e rātau te āwhina kia mau ai ki ngā paerewa tōtika o te oranga ā-rawa me te haumarua; me
 - (b) te āhei ki ngā wāhi noho tōtika me tō rātau motika, paiherenga hoki hei kairēti i Aotearoa; me
 - (c) te ū ki tētahi āhua noho hauora.
- (2) Mēnā he taka kai te kaiwhakarato i te wāhi mātauranga, i ngā wāhi noho ākonga rānei, me mātua whakarite te kaiwhakarato ka whakaratoa ngā tūmomo kai hauora e taea ana e rātau te utu.

21. Tukanga 2: Te hāpai i te mōhio ki te hauora tinana, hinengaro hoki

Me mātua whai tikanga ngā kaiwhakarato mō –

- (a) ngā whai wāhitanga me ngā wheako mō ngā ākonga e pai ake ai tō rātau hauora tinana me te hinengaro me tō rātau oranga me te haumarua; me
- (b) te whakatairanga i te mōhio ki ngā tikanga e tautoko ana i te hauora tinana me te hinengaro pai he pono, he hāngai ki ngā ākonga; me
- (c) te tautoko i te hononga o ngā ākonga ki tō rātau reo, tuakiri me te ahurea; me

- (d) te tuku i ngā mōhiohio me ngā tohutohu tika, i te wā tika ki ngā ākonga mō –
 - (i) te āhua o tā rātau toro i ngā ratonga hauora me te hauora hinengaro mā te kaiwhakarato, mā ngā ratonga hapori me te tūmatanui, tae atu ki ngā ratonga ū ki ngā tikanga ahurea; ā,
 - (ii) me pēhea tā rātau pūrongo i tō rātau māharahara hauora me te haumarua mō tō rātau hoa; ā,
 - (iii) me pēhea te urupare ki tētahi ohotata me te whakawhitiwhiti ki ngā tari kāwanatanga hāngai; ā,
 - (iv) me pēhea tā rātau whai i ngā kōwhiringa pai e whakapiki ake i tō rātau hauora.

22. Tukanga 3: He kakama te aroturuki me te urupare o ngā tikanga oranga me te haumarua

- (1) Me mātua whai tikanga ngā kaiwhakarato mō –
 - (a) te tono kia tukuna mai e ngā ākonga o te motu 18 tau, neke atu te pakeke tō rātau ingoa me ngā taipitopito whakapā o tētahi tangata kua kōharitia; me
 - (b) te whakamārama i ngā āhuatanga me pēhea te whakapā atu ki te tangata kua kōharitia e kōrerohia i te kōwae (a) mō tō rātau oranga me te haumarua; me
 - (c) te whakapā atu ki te tangata kua kōharitia e ngā ākonga o te motu 18 tau, neke atu, i ngā āhuatanga kua whakamāramahia e ai ki te kōwai (b), e tika ana rānei te whakapono a te kaiwhakarato me whakapuaki hei ārai, hei whakaiti rānei i tētahi whakatuma nui ki ngā ora, te hauora rānei o te ākonga; me
 - (d) te whakamana i ngā ākonga ki te kōrero mō tō rātau hiahia hauora me te hauora hinengaro ki ngā kaimahi i raro i te āhuatanga matatapu, tae atu ki ngā kaimahi wāhi noho, kia kakama ai te kaiwhakarato ki te tuku tautoko ki a rātau; me
 - (e) te tuku whai wāhitanga ki ngā ākonga ki te whakaara i ngā māharahara mō rātau anō, mō ētahi atu rānei i raro i te āhuatanga matatapu; me
 - (f) te tautuhi i ngā ākonga kei te noho mōrea me te whakarite ara mārama, tōtika hoki mō te āwhina i a rātau ki te toro atu i ngā ratonga ina hiahia e rātau; me

- (g) te tautuhi i ngā ākonga ka tūpono tūkino pea i ētahi atu, me –
- (i) te whai i ngā ara mārama, tōtika hoki mō te āwhina i a rātau ki te toro atu i ngā ratonga ina hiahiatia e rātau; me
 - (ii) te tiaki i ngā ākonga me ngā kaimahi i mahi tūkinohia mai i ētahi atu ākonga, kaimahi hoki/rānei, tae atu ki te koeretanga; me
- (h) te whakatutuki i ngā whakaritenga me ngā ākonga hauā, me rātau rānei e pāngia ana e ngā uauatanga hauora me te oranga hei whakarite i ō rātau matea ako, tae atu ki te ako i waho o te wāhi mātauranga; me
- (i) te urupare ki ngā whanonga whakararuraru me te whakatuma mā tētahi āhuatanga e manaaki ki te āhuatanga o te ākonga; me
 - (j) te tautoko i ngā ākonga kua whakararua nei ā rātau ako nā ngā āhuatanga kei waho i ō rātau ringaringa, me te whakarato i ngā tukanga kuhu anō he manaaki, ka taea e te katoa mō te whakauru mai anō ki te mātauranga matua.
- (2) Me mātua whai ngā kaiwhakarato i ngā taipitopito whakapā hou tonu me te whanaunga tata mō ngā ākonga mātauranga matua o te motu i raro i te 18 tau me ngā ākonga mātauranga matua o tāwāhi.
- (3) Me mātua whakapā atu ngā kaiwhakarato ki te whanaunga tata mō ngā ākonga mātauranga matua o te motu i raro i te 18 tau me ngā ākonga mātauranga matua o tāwāhi mena kei te māharahara mō te oranga, te haumarua rānei o tētahi ākonga.
- (4) Me mātua tiaki ngā kaiwhakarato i tētahi pūketē o ngā mōrea ka pūrongohia, tae atu ki ngā māharahara ka whakaarahia e pā ana ki te tōtika o te whakahaere o ngā tikanga mahi nei.

Ngā tikanga oranga me te haumaru tāpiri i roto i te wāhi noho mō ngā ākonga mātauranga matua (e pā ana ki ngā ākonga mātauranga matua o te motu me tawāhi)

(E hāngai ana ngā whakaritenga katoa ki ngā ākonga o te motu me tawāhi, ka mutu he whakaritenga waitohu ina pā ana ki ngā ākonga mātauranga matua. Kei ngā kaiwhakarato mātauranga matua te kawenga mō te whakarite ka tutuki ngā whakaritenga i te wāhi noho ākonga)



23. PUTANGA 5: HE WĀHI WAIRUA PAI, TAUTOKO ME TE MANAAKI I ROTO I NGĀ WĀHI NOHO MŌ NGĀ ĀKONGA

Me mātua whakarite ngā kaiwhakarato ka whakatairanga, ka hāpai te wāhi noho ākonga i tētahi hapori tautoko me te manaaki e tautoko ana i te oranga me te haumarua o ngā kainoho.

24. Tukanga 1: Ngā mōhiotio me ngā mahinga whakatairanga

- (1) Me mātua whakarite ngā kaiwhakarato he tikanga ā te wāhi noho ākonga mō –
 - (a) te whakarite ka whiwhi ngā kainoho i ngā mōhiotio mārama, rawaka, tika me te pūrangiaho me ngā tohutohu mō te momo me te āhua o ngā wāhi noho ākonga me ngā ratonga e tukuna ana; me
 - (b) te whakamahi i ngā mōhiotio i tukuna e ngā kainoho pea i te wā tono, hei āwhina ki te whakarite mahere mō tā rātau whakawhiti ki te wāhi noho; me
 - (c) te mahi tahi me ngā kainoho ki te waihanga me te tuku mōhiotio me ngā utauta hei āwhina i ngā kainoho kia mārama ai rātau ki ō rātau kawenga i roto i tētahi wāhi noho ā-iwi, me ērā e pā ana ki te kanorau; me
 - (d) te tuku tautoko ako, arorpā hoki ki ngā kainoho, me ngā mōhiotio mō –
 - (i) te manaaki whaiaro me te oranga me te haumarua pai; ā,
 - (ii) pēhea te toro i ngā ratonga oranga i ngā wāhi mātauranga me roto i te hapori; ā,
 - (iii) me pēhea te tuku tautoko arorpā ki ētahi atu kainoho; me
 - (e) te tuku mōhiotio me ngā tohutohu ki ngā kainoho mō ngā mahi me whai i roto i tētahi ohotata me ngā tikanga mō te pūrongo raru me ngā māharahara hauora me te haumarua ka pupū ake.
- (2) Ko ngā mōhiotio e hiahiatia ana e tēnei whiti me mātua noho wātea mai, ka taea e te katoa, ā, me whakatairanga hoki ki ngā kainoho.

25. Tukanga 2: Kaimahi wāhi noho

Me mātua whakarite ngā kaiwhakarato –

- (a) ka tukuna haere tonu ngā whakangungu me ngā rauemi ki ngā kaimahi wāhi noho e tika ana mō ō rātau tūranga e ai ki te whiti 10(2); ā,
- (b) e tika ana ngā mōhiotio me ngā whakangungu o ngā kaimahi wāhi noho mō te momo me te āhua o te wāhi noho e whakaratoa ana; ā,
- (c) kei reira tētahi kaiwhakahaere i ngā wāhi noho i ngā wā katoa (24 haora, 7 rā i te wiki) kia taea ai te whakapiki ngā take ina pā mai; ā,
- (d) e tika ana te whakahaere me ngā tautoko a ngā kaimahi wāhi noho kei reira ana e noho ana mō ngā kainoho e ai ki te momo me te āhua o te wāhi noho (hei tauira, he nui ake ngā kaimahi mō ngā hōro noho mō ngā ākonga tau tuatahi ake); ā,
- (e) kei reira ngā tautoko oranga pūmau mō ngā kaimahi wāhi noho.

26. Tukanga 3: Ko ngā kaimahi wāhi noho me tika, tōtika hoki

Me mātua whai ngā kaiwhakarato i ngā upane katoa e tika ana hei whakarite i tēnā kaimahi wāhi noho, tēnā kaimahi wāhi noho –

- (a) kei te tika mō te mahi i te wāhi noho ākonga; ā,
- (b) i tiroirohia e ngā pirihimana ina herea ana i raro i te Ture Tamariki 2014 mēnā he ākonga kei te wāhi noho i raro i te 18 tau.

27. Tukanga 4: He kakama te aroturuki i te oranga me te haumarū o ngā kainoho me te urupare o ngā tikanga oranga me te haumarū

- (1) Me mātua whakarite ngā kaiwhakarato he tikanga ā te wāhi noho ākongā mō --
 - (a) te mahi me ngā kainoho ki te aromātai i ō rātau hiahia me te hanga mahere me pēhea te whakatutuki kia tika, kia whaikiko me te āta tirotiro; me
 - (b) te whai i ngā tukanga i āta whakamāramahia i roto i te wāhi noho mō --
 - (i) ngā kainoho, kaimahi, manuhiri rānei ki te pūrongo māharahara mō te whanonga o tētahi kainoho; me
 - (ii) te tono atu me te urupare ki ngā āhuatanga whanonga o tētahi kainoho e whakamōrea ana i a ia anō, i ētahi atu rānei; me
 - (c) te whai i ngā whakamaru oranga tōtika, tae atu ki --
 - (i) te waihanga me te whakatinana i tētahi mahere oranga mā ngā kainoho i aromatawaitia kei te noho mōrea, tae atu ki ngā tirotirotanga oranga, ā, tērā pea ko te tono anō ki ngā ratonga o waho; me
 - (ii) ngā pūnaha kia auau te tirotiro kei te whai wāhi tonu mai ngā kainoho ki tō rātau wāhi noho, ā, mēnā ka kitea kei te noho mōrea he kainoho, he hanga me te whakatinana i tētahi mahere whakahaere oranga; me
 - (iii) ngā whakaritenga tōtika mō ngā kainoho i raro i te 18 tau, tae atu ki ngā whakawhitihiti kōrero whaitake me tētahi matua, kaitiaki ā-ture rānei e pā ana ki te oranga me te haumarū; me
 - (iv) ngā tirotirotanga oranga, e taea ana te whakahaere i ngā āhuatanga e tika ana (me mārama te takoto o ēnei mōhiōhio i roto i ngā ture o te whare mā ngā kainoho); me
 - (v) ngā tirotirotanga auau me te tuku pānui i te 24 haora i mua ki tētahi kainoho mēnā ka kuhu ngā kaimahi ki te rūma o tētahi kainoho.

- (2) Me mātua whai hono ngā kaiwhakarato i waenga i te wāhi noho o te ākongā me te whakaemi mōhiōhio whānui ake a tana whakahaere me te pūnaha whakawhitihiti kōrero kei te whiti 10(1), hei pūrongo i ngā māharahara ka ara ake mō te oranga o te kainoho, tōna whanonga rānei, kia wawe ai te tūhono i ngā kainoho ki ngā ratonga e tika ana.
- (3) Me mātua whakarite ngā kaiwhakarato e wātea ana tētahi puka ako hātepe maiki me te ohotata nui i roto i te wāhi noho ākongā he --
 - (a) ōrite ki te puka ako a te whakahaere whānui e ai ki te whiti 10(3)(e); me
 - (b) te whai i ngā mahere mā ngā kainoho ina kāore e tika, e haumarū rānei mō rātau ki te noho tonu i te wāhi noho ākongā i tētahi ohotata.

28. Tukanga 5: He hapori kainoho haumarū me te manaaki

- I tua atu i ngā whakaritenga kei te putanga 3, me mātua whakarite ngā kaiwhakarato he tikanga ā te wāhi noho ākongā mō --
- (a) te whakarite kei te mārama, tōtika ngā ture me te wātea ki ngā kainoho, ā, he whakatairanga me te whakatenatena --
 - (i) te haumarū o te kainoho; me
 - (ii) tētahi whakaūnga o te hononga ā-hapori me te rarata ki ngā kainoho; me
 - (iii) ako me te tipu whaiaro; ā,
 - (iv) ka mahi tahi me ngā kainoho me ngā kaimahi ki te whakarite i tētahi hapori pai me te whakaaronui; me
 - (b) mahi me ngā kainoho ki --
 - (i) te waihanga me te whakapai i ngā ture o te whare; me
 - (ii) te whakawhanake me te pupuri i ngā kaupapa tōtika kia tipu ai te wairua hapori i roto i te nōhanga ākongā; me
 - (iii) te whakatairanga i te whanonga pāpori tika me te angitu akoranga.

29. PUTANGA 6: NGĀ TIKANGA ME NGĀ KIRIMANA WHAKAHAERE WĀHI NOHO

Me mātua whakarite ngā kaiwhakarato ko ngā kirimana wāhi noho kirimana me ngā tikanga he pūrangiaho, he tōtika, me urupare hoki ki te oranga me te haumarua o ngā hiahia o ngā kainoho.

30. Tukanga 1: Ngā mātāpono arowhānui

Me mātua whakarite ngā kaiwhakarato he tikanga ā ngā kaiwhakarato wāhi noho kei roto ko te –

- (a) whakapuaki i tana paetukutuku –
 - (i) te hanganga rangatiratanga me ngā taipitopito kaiwhakahaere o ana whakaritenga wāhi noho; me
 - (ii) ngā taipitopito o ngā tikanga hauora me te haumarua e tukuna ana ki ia whakanōhanga wāhi noho ākongā; me
- (b) tētahi rautaki pūmanawa tangata kei roto –
 - (i) ngā whakaahuatanga mahi mō ngā kaimahi wāhi noho katoa kia mārama ai te whakamārama i –
 - a. ngā mahi me ngā kawenga o te ture e pā ana ki te oranga me te haumarua o te ākongā; me
 - b. ngā kaiakatanga me ngā huanga hāngai me mātua whakatauria te tangata kia taea ai te whakatutuki taua tūranga, me ngā whakangungu haere tonu e wātea ana hei whakawhanake i ēnei kaiakatanga; me
 - (ii) te whakatakoto i ngā ratonga tautoko e watea ana hei whakarite i te oranga me te haumarua o ngā kaimahi wāhi noho mō te kawae i ā rātau mahi, kawenga hoki.

31. Tukanga 2: Ngā kirimana wāhi noho mō ngā ākongā

- (1) Me mātua whakarite ngā kaiwhakarato ko te kirimana wāhi noho ākongā me tētahi kainoho –
 - (a) he mārama, he wātea ki te tokomaha, he poto; ā,
 - (b) he mārama ngā kawenga a te kaiwhakarato me te kainoho; ā,
 - (c) ka whakamārama atu ki ngā kainoho i ngā whakaritenga mō –
 - (i) te tuari mōhiohio puta noa i te kaiwhakarato; me
 - (ii) ngā tukanga noa mō te āta tiroiro i te hauora o ngā kainoho; me
 - (d) he whakaatu i te moni tāpui, ngā wāhanga herenga pūtea, ngā utu, te kaupapahere whakahoki pūtea, ngā utu hāmene hoki; me
 - (e) te whakatakoto i ngā amuamu, te whakatau wenewene, me ngā tukanga whakawhiu e pā ana ki ngā kainoho.
- (2) Me mātua whakarite ngā kaiwhakarato ko te kirimana wāhi noho ākongā ka whakamahia me ngā kainoho ka arotakehia, ka whakahoungia auautia hei whakarite ka noho hāngai tonu ki te kaupapa mō ngā take hauora me te haumarua, te whai whakaaro ki ngā whakaaro o ngā ākongā me ō rātau rōpū whakakanohi.
- (3) Me mātua whakarite ngā kaiwhakarato he kaupapahere whakahokinga moni a te wāhi noho ākongā –
 - (a) he tōtika; ā,
 - (b) he tuku i ngā mōhiohio rawaka ki ngā kainoho (he matua, he kaitiaki ā-ture rānei o ngā kainoho i raro i te 18 tau) kia mārama ai rātau ki ō rātau motika, here hoki i raro i aua kaupapahere whakahokinga moni.
- (4) Me mātua whakarite ngā kaiwhakarato ka tuku ngā kaiwhakarato wāhi noho ākongā ki ngā kainoho pea tētahi tārua o ngā ture o te whare, me ngā mōhiohio mō te tukanga amuamu me te Kaupapa Whakatau Wenewene i mua i tā rātau waitohu i te kirimana wāhi noho.
- (5) Me mātua whakarite ngā kaiwhakarato ka puritia e aua kaiwhakarato wāhi noho tētahi pukapuka amuamu mai i ngā kainoho e pā ana ki te takahi, ngā takahitanga o ngā tikanga mahi nei e pā ana ki te wāhi noho ākongā, ā, kia noho wātea tēnei pukapuka amuamu ki ngā kainoho.

32. PUTANGA 7: NGĀ WHAKANŌHANGA ME NGĀ RATONGA WĀHI NOHO ĀKONGA

Me mātua whakarite ngā kaiwhakarato ka tiakina ngā whakanōhanga me ngā ratonga wāhi noho ki tētahi paerewa tika hei tautoko i te oranga me te haumarua o ngā kainoho me te angitu mātauranga.

33. Tukanga:

- (1) Me mātua whakarite ngā kaiwhakarato ko ngā whakanōhanga me ngā ratonga wāhi noho –
 - (a) he urupare ki ngā hiahia kanorau o ngā kainoho me te whakauru i ngā whakatikatanga e hiahia ana ina tika ana; me
 - (b) te tuku i ngā wāhi ka wātea ki te tokomaha mō ngā tūmomo mahi kaingākau, ngā mahinga me ngā hiahia; ā,
 - (c) he haumarua, he mā, he maroke, he hāneanea, ka taea e te tokomaha, ā, he hāngai ki te ako me ngā tūmomo āhua ako; me
 - (d) te whakarato i ngā whaipainga, ngā ratonga me ētahi atu whakanōhanga he tika, he tōtika mō te āhua me te rahi o te hāpori kainoho; ā,
 - (e) he whai rianga tōtika; a,
 - (f) he tika te whiwhi pūtea mō te whakahaere i ngā whāinga rautaki me ngā mahere rautaki mō te wāhi noho ākonga, tae atu ki ngā tapitapi, whakakapi me ngā whakapai ake; me
 - (g) te whai i ngā whakahaere tika me te tōtika hei whakarite i te takohanga mō ngā tukanga pūtea tae atu ki –
 - (i) te tuku rihiti mō ngā tauwhitinga pūtea katoa ki te kainoho; me
 - (ii) te tuku i ngā mōhiotio hou tonu ki ngā kainoho mō ā rātau nama hei utu ki te kaiwhakarato wāhi noho.
- (2) Me mātua whakarite ngā kaiwhakarato ka whakahaerehia ngā rerekētanga, tautiaki me ngā tapitapi ki te wāhi noho ākonga i roto i te wā tika e iti noa te whakararu i te noho mārire a ngā kainoho.

Ngā tikanga oranga me te haumarū tāpiri mā ngā kaiwhakarato mātauranga matua (ngā kaiwaitohu) e rēhita ana i ngā ākonga o tāwāhi

(Ko ēnei kaiwhakarato mō ngā kaiwhakarato e rēhita ana
i ngā ākonga mātauranga matua o tāwāhi he tāpiritanga
atu anō ki ngā whakaritenga mō te Wāhanga 3, Wāhanga 4
me te Wāhanga 5)



34. PUTANGA 8: E URUPARE ANA KI NGĀ TINO HIAHIA ORANGA ME TE HAUMARU O NGĀ ĀKONGA MĀTAURANGA MATUA O TĀWĀHI

Me mātua whakarite ngā kaiwaitohu ka whaitake te urupare a aua tikanga i raro i ngā tikanga mahi nei ki te oranga me te haumarua ake o ā rātau ākonga mātauranga matua o tawāhi.

35. Tukanga:

Me mātua torotoro ngā kaiwaitohu ki ngā ākonga mātauranga matua o tawāhi kia mārāma ai ki ō rātau hiahia oranga me te haumarua i raro i ngā putanga o Ngā Wāhanga 3, 4, me te 5 o ngā tikanga mahi nei.

36. PUTANGA 9: KEI TE TINO MŌHIO NGĀ AKORANGA MĀTAURANGA MATUA O TĀWĀHI

Ka whakarite ngā kaiwaitohu ka whiwhi ngā ākonga mātauranga matua o tāwāhi i ngā mōhiohia mārama, wātea ki te katoa, tika me te rawaka, me te kōwhiringa i runga i te mōhio mō te ako me ngā ratonga ka whakaratoa e tētahi kaiwaitohu i mua i te timatatanga o tā rātau ako.

37. Tukanga 1: Tauhokohoko me te whakatairanga

Me mātua whai ia kaiwaitohu i ngā tikanga tauhokohoko me te whakatairanga, kei roto ko –

- (a) te āta rapu kia mārama ai ki ngā hiahia mōhiohia o ngā ākonga mātauranga matua o tāwāhi; me
- (b) te waihanganga me te tuku mōhiohia ki ngā ākonga mātauranga matua o tāwāhi me te arotake i ngā mōhiohia hei whakarite kei te hou tonu, me
- (c) te whakarite ka whiwhi ngā ākonga mātauranga matua o tāwāhi i mea iti rawa, ko ngā mōhiohia hou e wātea ana ki te tokomaha, te wā tika hoki mō ēnei e whai ake –
 - (i) ngā aromātai whakaū kōunga a te kaiwaitohu; me te
 - (ii) ngā tohutohu mātauranga, ngā kaimahi, ngā whakanōhanga me ngā taputapu e wātea ana ki ngā ākonga mātauranga matua o tāwāhi; me
 - (iii) te Kaupapa Whakatau Wenewene; me
 - (iv) ngā putanga ākonga ka taea mō ngā ākonga mātauranga matua o tāwāhi, tae atu ki ngā ara mō ngā ako atu anō, te whai mahi me te kainoho ina tika ana; me
 - (v) ngā utu ako me te noho e matapaetia ana mō ngā ākonga mātauranga matua o tāwāhi, tae atu ki ngā utu tāpiri, ngā rewī rānei kei runga anō i te utu ako taketake; me
 - (vi) te wāhi noho me ngā ikiiki, ngā ara rānei mō te tiki i aua mōhiohia.

38. Tukanga 2: Te whakahaere me te aroturuki i ngā māngai mātauranga

Me mātua whai i ngā kaiwaitohu mō te whaitake o te whakatutukitanga me te whanonga o ngā māngai mātauranga e pā ana ki te hauora me te haumarua o te ākonga i raro i ngā tikanga mahi nei, tae atu ki –

- (a) te whakahaere me te tuhi i ngā tirotirotanga mō ngā māngai mātauranga pea hei whakarite ki tērā e taea ana kāore rātau i uru ki tētahi mahi teka, whakakotiti, tinihanga, takahi rānei i te ture; me
- (b) te whakauru ki ngā kirimana ā-tuhi me ia māngai mātauranga; ā,
- (c) i te wā o tētahi kirimana, te aroturuki i ngā mahinga me te whakatutukitanga o ana māngai mātauranga e pā ana ki –
 - (i) ō rātau herenga e ai ki te kirimana; ā,
 - (ii) mēnā e tuku ana i ngā mōhiohia tōtika ki ngā ākonga mātauranga matua o tāwāhi pea, kua rēhita hoki me ngā tohutohu mō te ako, te mahi me te noho i Aotearoa; ā,
 - (iii) mēnā ka mahi rātau i runga i te pono me te ngaiotanga i roto i ā rātau mahi me ngā ākonga mātauranga matua o tāwāhi pea, kua rēhita rānei; me
 - (iv) mēnā kua whakauru rātau ki tētahi mahi, whanonga rānei, e ai ki te whakaaro o te kaiwaitohu, he takahi pea i te ture, he whakararu rānei pea i te tautuku o te kaiwaitohu i roto i tēnei waitohu; ā,
- (d) te whakahaere i ngā māngai mātauranga mā –
 - (i) te whakakore i ngā kirimana me tētahi māngai mātauranga mēnā kei reira he whakaaturanga, kāore pea e kore, e whakaaturia ana te māngai mātauranga –
 - a. i uru ki roto i tētahi mahi nui, i āta mahia, mahi haere tonu rānei he teka, he kotiti, he mahi nukarau, he takahi ture rānei; tērā rānei
 - b. i whakakotiti i te ū a te kaiwaitohu ki ngā tikanga mahi nei; tērā rānei
 - (ii) te whai i ngā mahi e tika ana hei whakarite i tētahi mahi, tētahi hapanga rānei nā tētahi māngai mātauranga e pā ana ki ētahi atu take kei te whiti-iti (c); me
- (e) te whakarite kei te āhei atu ki ngā māngai mātauranga me te tiaki i ngā mōhiohia hou tonu e hāngai ana ki ā rātau mahi e rārangi ana i roto i ngā kirimana me te kaiwaitohu.

39. PUTANGA 10: TE TUKU, TE RĒHITA, NGĀ KIRIMANA, TE RĪANGA ME TE KŌKOTA

Me mātua whai ngā kaiwaitohu i ngā tikanga mō te whakamana i ngā ākonga ki te tuku whakatau rēhita i runga i te mōhio e pā ana ki ngā putanga mātauranga e rapua ana e te ākonga me te whakarite kei te mārama ia taha ki ō rātau pānga me ō rātau herenga i mua i te whakauru ki te kirimana rēhita.

40. Tukanga 1: Te tuku i ngā mātauranga

Me mātua whakarite ia Kaiwaitohu ko ngā whakaakoranga mātauranga e tukuna ana ki ngā ākonga mātauranga matua o tāwāhi e ai ki te Ture, ka mutu e tika ana ki ngā tūmanako o ngā ākonga mātauranga matua o tāwāhi, te matatau ki te reo Ingarihi, me ngā pūmanawa mātauranga, me ngā putanga mātauranga e rapua ana.

41. Tukanga 2: Ngā mōhiohio ka whakaratoa i mua i te whakauru ki te kirimana

- (1) Me mātua whai ngā kaiwaitohu i ngā tikanga e whakarite ana ka whiwhi ngā ākonga mātauranga matua o tāwāhi (ngā mātua rānei, te kaitiaki ā-ture rānei o ngā ākonga mātauranga matua o tāwāhi i raro i te 18), hei mea iti rawa, tika, wā tika me ngā mōhiohio hāngai mō ēnei e whai ake i mua i te whakauru ki tētahi kirimana me te ākonga –
 - (a) ngā otinga hou tonu o ā rātau aromātaaitanga e ngā tari whakaū kouna mātauranga; me
 - (b) te whakapai ake i te kouna. ngā pānui tautukunga rānei me ngā here i whakatauhia i raro i te Ture kia mātua whakaaturia ngā kaimahi a te kaiwhakahaere tikanga mahi ki ngā ākonga mātauranga matua o tāwāhi; me
 - (c) te mātauranga ka tukuna me tōna putanga, hei tauira, mēnā ka whakawhiwhia ki tētahi tohu, me
 - (d) ngā here whakahoki moni e ū ana ki te tukanga kei te whiti 46; me
 - (e) ngā kaimahi, ngā whakanōhanga, me ngā utauta; me
 - (f) ngā ratonga me ngā tautoko e wātea ana; me
 - (g) ngā whakaritenga inihua me te kōkota mō te whiwhi tohutohu mātauranga mai i te kaiwaitohu; me
 - (h) ngā tikanga mahi nei me Ngā Ture o te Kaupapa Whakatau Wenewene hāngai; me
 - (i) ngā utu whānui e pā ana ki tētahi whakaaro mō te tuku mātauranga.

- (2) Me mātua whakarite ia kaiwaitohu i mua i te whakauru ki tētahi kirimana rēhita, te rēhita rānei ki te kaiwaitohu, ka whakamōhiohia atu ia ākonga mātauranga matua o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga o tāwāhi i raro i te 18 tau) mō ngā motika me ngā herenga o te ākonga e pā ana ki te whiwhi mātauranga mai i te kaiwaitohu, te atu ki ngā motika i raro i ngā tikanga mahi nei.

42. Tukanga 3: Kirimana rēhita

- (1) Me mātua whakarite ia kaiwaitohu kia mana he kirimana rēhita i waenga i te kaiwaitohu me ia ākonga mātauranga matua o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga mātauranga matua o tāwāhi i raro i te 18) e whai ana i ngā mōhiohio e whai ake me ngā ture –
 - (a) ngā mōhiohio mārama mō ngā rā timata, mutu hoki o te rēhita; me
 - (b) ngā pūtake mō te whakakore i te kirimana rēhita; me
 - (c) ko ngā āhuatanga e takahi nei pea te ākonga i te kirimana rēhita; me
 - (d) te momo whakawhiu i raro tonu mai o te whakakorenga o te kirimana rēhita ka tukuna e te kaiwaitohu ki te ākonga (hei tauira, te whakatārewa, te aukati rānei); me
 - (e) te tukanga me mātua whai te kaiwaitohu ina rapu ana ki te whakakore i te kirimana rēhita i raro i te kōwae (b), te tuku whiu rānei i raro i te kōwae (d).
- (2) Me mātua whakarite ia kaiwaitohu he tika, he whaitake hoki te kirimana rēhita.

43. Tukanga 4: Te tuku whiu

Ko te tukanga ka whakahaerehia i raro i te whiti 42(1)(e) mō te whakakore i te kirimana rēhita i raro i te whiti 42(1)(b), mō te whakawhiu rānei i raro i te whiti 42(1)(d) me mātua ū ki ngā mātāpono o te ture matatika (me ērā e hiahiaia ana hei whakarite ka wawe, ka āta whakaaroarohia, ka tika hoki te whakatau i te take e whakatauhia ana).

44. Tukanga 5: Inihua

- (1) Me mātua whai ia kaiwaitohu i ngā tikanga e whakarite ana, ina taea ana, kei te tōtika te rānga a ia ākonga mātauranga matua o tāwāhi kua rēhita ki te kaiwaitohu mō te whiwhi mātauranga o te 2 te roa, neke atu rānei –
- (a) te haerenga a te ākonga mātauranga matua o tāwāhi –
- (i) atu ki, mai hoki i Aotearoa; me
- (ii) roto i Aotearoa; ā,
- (iii) mēnā he wāhanga te haerenga nō ngā mahi mātauranga, i waho o Aotearoa; me
- (b) ngā manaaki hauora i Aotearoa, tae atu ki te whakatau, tūtohu rongoā, hāparapara, me te uru ki te hōhipera; me
- (c) te whakahoki mai, te whakahoki atu rānei i te ākonga mātauranga matua o tāwāhi nā tētahi mate kino, wharanga kino rānei, me ngā utu haerenga a te whānau e āwhina ana ki te whakahoki mai, whakahoki atu rānei; me
- (d) te matenga o tētahi ākonga mātauranga matua o tāwāhi, tae atu ki te –
- (i) ngā utu haerenga a te whānau ki, mai hoki i Aotearoa; me
- (ii) ngā utu o te whakahoki mai, te whakahoki atu rānei i te tūpāpaku; me
- (iii) ngā utu tangihanga.
- (2) Kei roto i te whiti-iti (1)(a)(i) me te (ii) ko te haerenga atu me te hokinga mai o te ākonga mātauranga matua o tāwāhi i tō rātau whenua ake, kirirautanga rānei i mua i te tīmatanga o te whiwhi mātauranga me muri i te mutunga (kei waho pea i te wā rēhita).
- (3) Kāore i roto i te whiti-iti (1)(a)(i) te haerenga a te ākonga mātauranga matua o tāwāhi ki ētahi atu whenua engari ko te kaupapa ake o taua haerenga mō te whai i ngā rerenga tūhono atu, mai rānei i Aotearoa.

45. Tukanga 6: Ngā take hekenga

Me mātua whai tikanga mahi ngā kaiwaitohu ki tērā e taea tino taea ana te whakarite kia āhei ngā ākonga mātauranga matua o tāwāhi ki te ako i Aotearoa i raro i te Ture Hekenga 2009, tae atu ki –

- (a) te whakarite kei ia ākonga mātauranga matua o tāwāhi ka rēhita ki te kaiwaitohu te tūnga hekenga e hiahiatia ana mō te ako i Aotearoa; me
- (b) te pūrongo ki Te Ratonga Manene ngā takahitanga e mōhiotia ana, e whakapaetia ana rānei o ngā here kokota e ngā ākonga mātauranga matua o tāwāhi; me

- (c) te whakamōhio atu ki Te Ratonga Manene mō te whakakorenga o ngā rēhita.

46. Tukanga 7: Te whakamaru utu ākonga me te whakahaere i te wehe mai me te katinga

- (1) Me mātua whakarite ngā kaiwaitohu –
- (a) ko ngā utu ka utua e ngā ākonga mātauranga matua o tāwāhi kei te haumarū, ka whakamarutia hoki ki te mea ka tangohia e te ākonga, ka mutu rānei te tuku mātauranga, te katinga rānei o tētahi kaiwaitohu; ā,
- (b) he tika me te whaitake ngā kaupapahere whakahokinga moni; ā,
- (c) he rawaka te tuku mōhiotia ki ngā ākonga mātauranga matua o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga mātauranga matua o tāwāhi i raro i te 18 tau) kia mārāma ai rātau ki ō rātau motika, here hoki i raro i aua kaupapahere whakahokinga moni.
- (2) Me mātua uru ki tētahi kaupapahere whakahoki moni ko ngā here whakahokinga moni mō ngā āhuatanga e whai ake –
- (a) kāore i riro mai i tētahi ākonga mātauranga matua o tāwāhi tētahi kōkoto ako; ā,
- (b) ka wehe noa iho mai tētahi ākonga mātauranga matua o tāwāhi; ā,
- (c) kua mutu te whakarato a te kaiwaitohu i tētahi akoranga mātauranga i raro kirimana me tētahi ākonga mātauranga matua o tāwāhi, ahakoa nā te whakatau a te kaiwaitohu, nā te whakarite rānei a tētahi tari whakaū kōunga mātauranga; ā,
- (d) kua kore te kaiwaitohu e noho hei kaiwaitohu; me
- (e) kua kore te kaiwaitohu e noho hei kaiwhakarato.
- (3) E ai ki te āhuatanga kei te whiti-iti (2)(c),
- (d) rānei, me mātua whakarite te kaiwaitohu mātauranga matua i ngā utu mō ngā ratonga kāore i whakaratoa, he wāhanga o ngā utu i utua kāore i whakamahia kia pēnei –
- (a) te whakahoki i te rahinga kua kōrerohia ki te ākonga mātauranga matua o tāwāhi (te matua, kaitiaki ā-ture rānei o te ākonga); tērā rānei
- (b) mēnā ka whakahautia e te ākonga mātauranga matua o tāwāhi, te kaiwhakahaere tikanga mahi, te tari whai kawenga rānei mō ngā tikanga tiaki utu, me whakawhiti te rahinga ki tētahi atu kaiwaitohu e ai ki tērā i whakaaetia me te ākonga (te matua, te kaitiaki ā-ture rānei o te ākonga mēnā i raro i te 18 tau) ki tētahi atu kaiwaitohu.

47. PUTANGA 11: KA WHIWHI NGĀ ĀKONGA O TĀWĀHI I NGĀ ARATAKITANGA TŌTIKA, NGĀ MŌHIOHIO ME NGĀ TOHUTOHU

Me mātua whakarite ngā kaiwaitohu ka whai wāhi atu ngā ākonga mātauranga matua o tāwāhi ki te whakauru ki ngā kaupapa i āta hangaia, e tika ana hoki mō tō rātau pakeke me te whiwhi haere tonu i ngā mōhiohio hāngai, tohutohu hoki hei tautoko i te paetae, oranga me te haumaruru.

48. Tukanga: Whakaratonga o ngā mōhiohio

Ko ngā kaiwaitohu me mātua –

- (a) whakarite ko ngā mōhiohio me ngā tohutohu i tukuna e te kaiwaitohu ki ngā ākonga mātauranga matua o tāwāhi he tika, e tika ana mō te taipakeke, he hou tonu, ā, he hāngai te whakaatu kia ū ai ki ngā hiahia o ngā ākonga kanorau; me
- (b) te whakarite ko te whakarato haere tonu i ngā mōhiohio me ngā tohutohu haere tonu kei te tika ki ngā hiahia o te ākonga (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga mātauranga matua o tāwāhi i raro i te 18 tau) i roto i taua horopaki ako, ā-iwi, nōhanga hoki; me
- (c) te tuku i ngā ingoa me ngā taipitopito whakapā o ngā kaimahi i tautapatia mō ngā tautoko ākonga mātauranga matua o tāwāhi; me
- (d) te tuku i ngā mōhiohio tika e pā ana ki te hauora me te haumaruru o ngā ākonga mātauranga matua o tāwāhi (e pā ana hoki ki ngā hauātanga, waimaerotanga rānei o tētahi ākonga); me
- (e) tuku mōhiohio mō te whakakorenga o te rēhita; me
- (f) te tuku mōhiohio ki ngā ākonga mātauranga matua o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ākonga mātauranga matua o tāwāhi i raro i te 18 tau) mō ō rātau motika ā-ture me ngā herenga, ina taea, ngā mōrea ina whiwhi, whakaae rānei ngā ākonga ki ngā tohutohu, ratonga rānei; me
- (g) te tuku mōhiohio mō ngā motika me ngā āheinga o ngā ākonga mātauranga matua o tāwāhi, tae atu ki tētahi āheinga ki tētahi whakahokinga utu, mēnā ka wehe noa mai tētahi ākonga mai i te whiwhi mātauranga; me

- (h) te tuku i ngā mōhiohio me ngā tohutohu whānui ki ia ākonga mātauranga matua o tāwāhi mō –
 - (i) ngā kaupapahere hāngai katoa a te kaiwaitohu; me
 - (ii) ngā ratonga, tautoko, me ngā whakanōhanga e tukuna ana e te kaiwaitohu; ā,
 - (iii) ina taea, me pēhea te urutau ki tētahi wāhi ahurea rerekē; me
 - (iv) Ina tika ana –
 - a. ngā moni whiwhi iti rawa me ngā āhuatanga mahi i Aotearoa
 - b. ngā haora mōrahi i mahia i raro i ngā here kōkora; ā,
 - c. me pēhea te toro ki ngā mōhiohio me ngā tautoko mō te mahi; ā,
 - d. me pēhea te pūrongo i ngā mahi hē a ngā kaitukumahi; ā,
- (i) mō tētahi ākonga mātauranga matua o tāwāhi i raro i te 18 tau ina hāngai ana, ka āhei atu tētahi matua, kaitiaki ā-ture, kaitiaki ā-whare o te ākonga ki ngā mōhiohio, ngā tohutohu, te kaupapa rānei kua tukuna ki te ākonga.

49. PUTANGA 12: WHAKAHAERENGA HAUMARU ME TE TŌTIKA O NGĀ ĀKONGA MĀTAURANGA MATUA O TĀWĀHI

Me mātua whakarite ngā kaiwaitohu kei te haumarua ngā ākonga mātauranga matua o tawāhi me te āta tiakina i roto i tōna wāhi noho me te whaitake o te whakawhitiwhiti ki ngā mātua, ngā kaitiaki ā-ture rānei i raro i te 18 tau.

50. Tukanga 1: Ngā ākonga mātauranga matua o tawāhi i raro i te 18 tau

- (1) Mō te āhuatanga ki ngā ākonga mātauranga matua o tawāhi i raro i te 18 tau, me mātua whai tikanga tāpiri ia kaiwaitohu tae atu ki te –
 - (a) kore e rēhita i tētahi ākonga mātauranga matua o tawāhi 10 tau, pakeke atu rānei engari i raro i te 18 tau kāore i te noho me tētahi matua, kaitiaki ā-ture rānei engari ia –
 - (i) mēnā kei roto te ākonga i tētahi rōpū ākonga e whakahaere tikahia ana kāore nei e roa atu i te 3 marama ngā tohutohu mātauranga; tērā rānei
 - (ii) e tiakina ana e te ākonga e te kaiwhakahaere o te wāhi noho mātauranga matua e ai ki te Wāhanga 5 o ngā tikanga mahi nei; ā,
 - (iii) e tiakina ana te ākonga e te kaitiaki ā-whare; me
 - (b) te mau tonu ki ngā whakawhitiwhiti whaitake me ngā mātua, kaitiaki ā-ture, ngā kaitiaki ā-whare rānei o ngā ākonga mātauranga matua o tawāhi e pā ana ki tō rātau oranga me te anga whakamua o te ako; me
 - (c) te whakarite kia 1 te kaimahi i te iti rawa ka tautapatia ki te āta aroturuki me te whakarite i ngā māharahara mō ngā ākonga mātauranga matua o tawāhi i raro i te 18 tau, ā,
 - (d) mēnā e tiakina ana te ākonga mātauranga matua o tawāhi e te kaitiaki ā-whare, –
 - (i) te whakarite kua ū he mahere mō te whakawhiti i te manaaki i te ākonga mai i te kaitiaki ā-whare ki te matua, te kaitiaki ā-ture rānei o te ākonga, tētahi atu tangata rānei i whakaaetia e te matua, te kaitiaki ā-ture rānei, mō –
 - a. ia whakawhiti ka pā mai i te wā rēhita; ā,
 - b. ka pā mai te whakawhiti i te mutunga o te rēhita; me
 - (ii) te whakarite ka whakamōhiotia atu te matua, te kaitiaki ā-ture rānei o ia mahere whakawhiti

51. Tukanga 2: Ngā ākonga mātauranga matua o tawāhi i raro i te 10 tau

- (1) Me mātua whakarite ia kaiwaitohu kei te noho ana ākonga mātauranga matua o tawāhi i raro i te 10 tau me tētahi matua, kaitiaki ā-ture rānei.
- (2) E hāngai ana ngā whakaritenga kei ngā whiti 49 me te 50, i tua atu i tēnei whiti, ki ngā ākonga mātauranga matua o tawāhi i raro i te 10 tau.

52. Tukanga 3: Ngā whakatau me whai whakaaetanga ā-tuhi mai i tētahi matua, kaitiaki ā-ture rānei

Me mātua whakarite ia kaiwaitohu, ina tika ana, ka riro mai te whakaaetanga ā-tuhi a te matua, kaitiaki ā-ture rānei o tētahi ākonga mātauranga matua o tawāhi i raro i te 18 tau e ai ki ngā whakatau e whai pānga ana ki te ākonga.

53. Tukanga 4: Wāhi noho mō ngā ākonga mātauranga matua o tawāhi i raro i te 18 tau

- (1) Mō te āhuatanga ki tētahi ākonga mātauranga matua i raro i te 18 tau e manaakitia ana e te kaitiaki ā-whare i te wā e noho ana i te wāhi noho kāore i raro i te Wāhanga 5 o ngā tikanga mahi nei, ko tā te kaiwaitohu me mātua –
 - (a) whakarite kei te haumarua te wāhi noho o te ākonga, kei te tōtika te āhua, ā, kei te ū ki ngā whakaritenga waeture me ngā ture katoa; me
 - (b) te whakarite ka whakaotihia te tirotiro haumarua e kōrerohia ana i te whiti 54, ā, kei te hou tonu; me
 - (c) te whakarite ka whakaotihia tētahi tirotirotanga tōtika, ā, kei te hou tonu mō ia tangata he 18 tau, pakeke atu rānei, ka mutu e noho ana i e wāhi noho o te kaitiaki ā-whare, mō te kaupapa o te whakarite i te haumarua o te ākonga; me
 - (d) te whai i tētahi whakaaetanga ā-tuhi me te kaitiaki ā-whare e āta whakatakoto ana i te tūranga me ngā kawenga o ia taha e pā ana ki te manaaki i te ākonga; me
 - (e) te mau i tētahi whakawhitiwhiti whaitake me te ākonga me te matua, te kaitiaki ā-ture rānei o te ākonga ina pupū ake he raru wāhi noho, me te whai kawenga mō te whakarite i aua raru, tae atu ki te pūrongo i ērā ki ngā mana hāngai me te neke i ngā ākonga ki tētahi wāhi noho tōtika; me

- (f) te whakahaere i ngā uiui tōtika me te ākonga me ngā toronga ki te kāinga ki te tiroiro me te arotake i te kōunga o te manaaki ā-whare, te whai whakaaro ki te pakeke o te ākonga, te roa o te noho me ētahi atu āhuatanga hāngai; ā,
- (g) mēnā ko te kaitiaki ā-whare o te ākonga he kaitiaki i tautapatia me whakarite kua tukuna e te matua, te kaitiaki ā-ture rānei tētahi whakaaetanga ā-tuhi ka noho te kaitiaki i tautapatia ki raro i te whakaae a te kaiwaitohu, ā, kei te kaiwaitohu te kawenga mō te manaaki o ia rā o te ākonga i te wā kei raro te ākonga i te mana tiaki o te kaitiaki i tautapatia; ā,
- (h) mēnā ko te kaitiaki ā-whare o te ākonga he kaiwhakahaere kua whakamāramahia i roto i te whiti 54(3), me whakarite kua tukuna e te matua, te kaitiaki ā-ture rānei o te ākonga tētahi whakaaetanga ā-tuhi kāore i te kaiwaitohu te kawenga mō te manaaki o ia rā o te ākonga i te wā kei raro te ākonga i te mana tiaki o taua kaiwhakahaere; me
- (i) whakarite kei te tika te wehe o ngā ākonga mātauranga matua o tāwāhi mai i ētahi atu o ngā taipakeke rerekē kei te wāhi noho; me
- (j) te whakarite kei te tika te tiaki i te ākonga i roto i te wāhi noho.
- (2) Mō ngā kaupapa o te whiti 53(1)(c), ko te tangata 18 tau, pakeke atu rānei, ā, e noho ana i te wāhi noho o te kaitiaki ā-whare ko tētahi tangata o taua pakeke –
- (a) he noho i taua wāhi noho mō te wā poto; tērā rānei
- (b) he noho, ka noho rānei i taua wāhi noho mō tētahi wā 1, neke atu rānei i tētahi marama (mēnā ka tino whakaarohia, kāore rānei), i ia wā he 5, neke atu rānei ngā pō pirirata.
- (3) Kia kore ai e māharahara, ko te kaitiaki ā-whare he kaiwhakahaere e ai ki te whiti 54(3), he kaitiaki rānei i tautapatia, me mātua ū te kaiwaitohu ki ngā whakaritenga o tēnei whiti me te whakarite i te haumarū, te hauora me te oranga o te ākonga mātauranga matua o tāwāhi.

54. Tukanga 5: Ngā tirotirotanga haumarū, tōtika hoki mō ngā ākonga i raro i te 18 tau

- (1) Me mātua uru ki te tirotirotanga haumarū mō te kaitiaki ā-whare e kōrerohia ana i roto i te whiti 53(1)(b) –
- (a) he whakaū i te tuakiri; me
- (b) tētahi āta tirotirotanga tae atu ki te whakapā atu ki tētahi o ēnei tāngata 1 i te iti rawa, rōpū rānei mō te tiki mōhiohio te kaupapa e whakaaro ana te kaiwaitohu he hāngai ki tētahi aromatawai mōrea –
- (i) te kaitukumahi onāiane, o mua rānei o te kaitiaki ā-whare, rōpū ngaio, mana rēhita rānei; me
- (ii) te mana tuku raihana e hāngai ana ki te pakihi, mahinga ngaio rānei a te kaitiaki ā-whare; ā,
- (iii) he tangata ehara i te whanaunga nō te kaitiaki ā-whare; ā,
- (c) he pirihimana, hei tiki mōhiohio e hāngai ana ki tētahi aromatawai mōrea; me
- (d) tētahi uiui i te kaitiaki ā-whare, kia riro mai ai ngā mōhiohio e whakaaro ana te kaiwaitohu he hāngai ki tētahi aromatawai mōrea; ā,
- (e) he aromatawai mōrea e whai whakaaro ana ki ngā mōhiohio katoa i riro mai i raro i ngā kōwae (a) ki te (d), hei whakarite mēnā ka puta te mōrea i te kaitiaki ā-whare ki te haumarū o te ākonga mātauranga matua o tāwāhi; a,
- (2) Ko te tirotirotanga haumarutanga mō te kaitiaki ā-whare e kōrerohia ana i te whiti 53(1)(c) **kei te hou tonu** mēnā ka oti i roto i te 3 tau i muri i te rā o te āta tirotirotanga haumarū whakamutunga.
- (3) Kāore te whiti-iti (1)(b) ki te (e) i te hāngai ki tētahi kaitiaki ā-whare –
- (a) he kaiwhakahaere ia e kōrerohia ana i te kōwae (e) o te whakamāramatanga o te kaitiaki ā-whare i te whiti 5(1); ā,
- (b) ehara i te kainoho nō Aotearoa; ā,
- (c) kei te haere, kei te ārahi hoki, i te ākonga mātauranga matua o tāwāhi kia pai ai te tiaki i a ia i te wā e akohia ana te ākonga.
- (4) He āta tirotirotanga tōtika e kōrerohia ana i te whiti 53(1)(c) **kei te hou tonu** mēnā ka oti i roto i te 3 tau i muri i te rā o te āta tirotirotanga whakamutunga.

55. Tukanga 6: Wāhi noho mō ngā ākonga mātauranga matua o tāwāhi pakeke atu i te 18

- (1) Mō te āhuatanga ki te ākonga mātauranga matua o tāwāhi 18 tau, pakeke atu rānei e noho ana i tētahi wāhi noho e whakaratoa ana, i whakaritea rānei e tētahi kaiwaitohu, ā, **kāore i raro i te Wāhanga 5**, ko tā te kaiwaitohu me mātua –
- (a) whakarite kei te haumarū te wāhi noho o te ākonga, kei te tōtika te āhua, ā, kei te ū ki ngā whakaritenga waeture me ngā ture katoa; me
 - (b) te whai tonu i ngā whakawhitiwhiti kōrero whaitake ki te ākonga ina pupū ake ngā raru wāhi noho, ā, me mātua tahuri ki te whakarite i aua raru, tae atu ki te pūrongo atu ki ngā mana hāngai.
- (2) I roto i tēnei whiti, ko ngā raru wāhi noho ko ngā raru hauora me te oranga ka pupū ake i te wāhi noho o te ākonga, e pā ana rānei ki tērā.

Ngā tikanga oranga me te haumaru mā ngā kura e rēhita ana i ngā ākonga o tawāhi

Ngā mea me mātua tutuki i ngā kaiwaitohu



56. PUTANGA 13: TAUHOKOHOKO ME TE WHAKATAIRANGA

Me mātua whakarite ngā kaiwaitohu ko te tauhokohoko me te whakatairanga ki ngā ākonga kura o tāwāhi ngā ratonga e tukuna ana e ngā kaiwaitohu ko ngā mōhiohio mārama, rawaka, tika hoki e taea ai e aua ākonga te tuku kōwhiringa mō ngā ratonga e tukuna ana.

57. Tukanga:

Ko tā ia kaiwaitohu me mātua –

- (a) āta rapu kia mārama ai ki ngā hiahia mōhiohio o ngā ākonga kura o tāwāhi; me
- (b) te waihanga me te tuku mōhiohio ki ngā ākonga kura o tāwāhi me te arotake i ngā mōhiohio hei whakarite kei te hou tonu, me
- (c) te whakarite ka whiwhi ngā ākonga kura o tāwāhi, i mea iti rawa, ko ngā mōhiohio hou, wā tika hoki mō ēnei e whai ake –
 - (i) ngā aromātai whakaū kōunga a te kaiwaitohu; me te
 - (ii) ngā tohutohu mātauranga, ngā kaimahi, ngā whakanōhanga me ngā taputapu e wātea ana ki ngā ākonga o tāwāhi; me
 - (iii) me Ngā Ture o te Kaupapa Whakatau Wenewene hāngai; me
 - (iv) ngā putanga ākonga ka taea mō ngā ākonga o tāwāhi, tae atu ki ngā ara mō ngā ako atu anō, te whai mahi me te kainoho ina tika ana; me
 - (v) ngā utu ako me te noho whakatau tata mō ngā ākonga o tāwāhi; me
 - (vi) te wāhi noho me ngā iikiki, ngā ara rānei mō te tiki i aua mōhiohio.

58. PUTANGA 14: TE WHAKAHAERE ME TE AROTURUKI I NGĀ MĀNGAI MĀTAURANGA

Me mātua whaitake te whakahaere me te aroturuki a ngā kaiwaitohu i ā rātau māngai hei whakarite ko tā taua māngai mātauranga he -

- (a) tuku i ngā mōhiohio tōtika ki ngā ākonga kura o tāwāhi me ngā tohutohu mō te ako, te mahi me te noho i Aotearoa; me
- (b) te mahi i runga i te pono me te ngaiotanga ki ngā ākonga kura o tāwāhi; ā,
- (c) kia kaua e takahia te ture, e whakararua rānei te tautukunga o te kaiwaitohu ki ngā tikanga mahi nei.

59. Tukanga:

Ko tā ia kaiwaitohu me mātua -

- (a) whakahaere me te tuhi i ngā tirotirotanga mō ngā māngai mātauranga pea hei whakarite ki tērā e taea ana kāore rātau i uru ki tētahi mahi teka, whakakotiti, tinihanga, takahi rānei i te ture; me
- (b) whakauru ki ngā kirimana ā-tuhi me ia māngai mātauranga; ā,
- (c) i te wā o tētahi kirimana, te aroturuki i ngā mahinga me te whakatutukitanga o ana māngai mātauranga e pā ana ki -
 - (i) ō rātau herenga e ai ki te kirimana; ā,
 - (ii) mēnā e tuku ana i ngā mōhiohio tōtika ki ngā ākonga kura o tāwāhi me ngā tohutohu mō te ako, te mahi me te noho i Aotearoa; ā,
 - (iii) mēnā ka mahi rātau i runga i te pono me te ngaiotanga i roto i ā rātau mahi me ngā ākonga kura o tāwāhi; ā,
 - (iv) mēnā kua whakauru rātau ki tētahi mahi, whanonga rānei, e ai ki te whakaaro o te kaiwaitohu, he takahi pea i te ture, he whakararu rānei pea i te tautuku o te kaiwaitohu i roto i tēnei waitohu; ā,

(d) ka whakahaere i ngā māngai mātauranga mā -

- (i) te whakakore i ngā kirimana me tētahi māngai mātauranga mēnā kei reira he whakaaturanga, kāore pea e kore, e whakaaturia ana te māngai -
 - a. i uru ki roto i tētahi mahi nui, i āta mahia, mahi haere tonu rānei he teka, he kotiti, he mahi nukarau, he takahi ture rānei; tērā rānei
 - b. i whakakotiti i te ū a te kaiwaitohu ki ngā tikanga mahi nei; tērā rānei
- (ii) te whai i ngā mahi e tika ana hei whakarite i ngā mahi, tētahi hapanga rānei nā tētahi māngai mātauranga e pā ana ki ētahi atu take kei te whiti-iti (c); me

(e) te whakarite kei te āhei atu ki ngā māngai mātauranga me te tiaki i ngā mōhiohio hou tonu e hāngai ana ki ā rātau mahi e rārangi ana i roto i ngā kirimana me te kaiwaitohu.

60. PUTANGA 15: TE TUKU, TE RĒHITA, NGĀ KIRIMANA, ME TE RĪANGA

Ko tā ngā kaiwaitohu me mātua –

- (a) tautoko i ngā ākonga mātauranga matua o tāwāhi (ngā mātua, ngā kaitiaki ā-ture o ākonga mātauranga matua o tāwāhi i raro i te 18 tau) kia taea ai te tuku ngā whakatau rēhita i runga i te mōhio e tika ana ki ngā putanga mātauranga e rapua ana; me te
- (b) whakarite kei te whai ngā ākonga kura o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga kura o tāwāhi i raro i te 18 tau) i ngā mōhiohio e hiahiatia kia mārama ki ō rātau kaingākau me ō rātau herenga i mua i te whakauru ki tētahi kirimana paiherenga ā-ture me tētahi kaiwaitohu; me
- (c) whakarite kei te tika me te whaitake ia kirimana mahi; me
- (d) whakarite ko te whakawhiu ka whāia me ū ki ngā mātāpono o te ture matatika; me
- (e) whakarite kei te whai ngā ākonga kura o tāwāhi i te rīanga tika, tae atu ki te rīanga e kapi ana i ngā utu haerenga, te manaaki hauora me ngā utu e pā ana ki te whakahoki mai, whakahoki atu me ngā whakapaunga tangihanga; me
- (f) whakarite ka tiakina ngā tuhinga tika, ā, ina tika ana, ka tukuna ki ngā ākonga kura o tāwāhi (ngā matua, kaitiaki ā-ture rānei o ngā ākonga kura o tāwāhi i raro i te 18 tau).

61. Tukanga 1: Te tuku i ngā mātauranga

Me mātua whakarite ia kaiwaitohu ko ngā whakaakoranga mātauranga ka tukuna nā kei te hāngai ki te Ture, ka mutu, e tika ana ki ngā tūmanako o ngā ākonga kura o tāwāhi, te matatau ki te reo Ingarihi, me ngā pūmanawa mātauranga.

62. Tukanga 2: Ngā mōhiohio ka whakaratoa i mua i te whakauru ki te kirimana

- (1) Me mātua whakarite ia kaiwaitohu ka whiwhi ngā ākonga kura o tāwāhi, i te mea iti rawa, ngā mōhiohio mō ēnei e whai ake i mua i te whakauru ki tētahi kirimana me te ākonga –
 - (a) ngā otinga hou tonu o ā rātau aromātaītanga e ngā tari whakaū kounga mātauranga; me
 - (b) ko ngā pānui tautukunga me ngā here i whakatauhia i raro i te Ture kia mātua whakaaturia ngā kaimahi a te kaiwhakahaere tikanga mahi ki ngā ākonga kura o tāwāhi; me
 - (c) te mātauranga ka tukuna me tōna putanga, hei tauira, mēnā ka whakawhiwhia ki tētahi tohu, me
 - (d) ngā here whakahoki moni e ū ana ki te putanga me te tukanga kei ngā whiti 80 me te 81; me
 - (e) ngā kaimahi, ngā whakanōhanga, me ngā utauta; me
 - (f) ngā ratonga me ngā tautoko e wātea ana; me
 - (g) ngā whakaritenga inihua me te kōkoto mō te whiwhi tohutohu mātauranga mai i te kaiwaitohu; me
 - (h) ngā tikanga mahi nei me Ngā Ture o te Kaupapa Whakatau Wenewene hāngai; me
 - (i) ngā utu whānui e pā ana ki tētahi whakaaro mō te tuku mātauranga.
- (2) Me mātua whakarite ia kaiwaitohu i mua i te whakauru ki tētahi kirimana rēhita, te rēhita rānei ki te kaiwaitohu, ka whakamōhiohia atu ia ākonga kura o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga o tāwāhi i raro i te 18 tau) mō ngā motika me ngā herenga o te ākonga e pā ana ki te whiwhi mātauranga mai i te kaiwaitohu, te atu ki ngā motika i raro i ngā tikanga mahi nei.

63. Tukanga 3: Kirimana rēhita

- (1) Me mātua whakarite ia kaiwaitohu kia mana he kirimana rēhita i waenga i te kaiwaitohu me ia ākonga kura o tāwāhi e whai ana i ngā mōhihio e whai ake me ngā ture –
- (a) ngā mōhihio mārama mō ngā rā tīmata, mutu hoki o te rēhita; me
 - (b) ngā pūtake mō te whakakore i te kirimana rēhita; me
 - (c) ngā āhuatanga i takahia pea e te whanonga o te ākonga kura te kirimana rēhita o (me te whanonga ka pā mai i te wā kāore te ākonga i raro i te whakahaere ake, mana rānei o te kaiwaitohu); me
 - (d) te momo whakawhiu i raro tonu mai o te whakakorenga o te kirimana rēhita ka tukuna e te kaiwaitohu ki te ākonga (hei tauira, te whakatārewa, te aukati rānei); me
 - (e) te tukanga me mātua whai te kaiwaitohu ina rapu ana ki te whakakore i te kirimana rēhita i raro i te kōwae (b), te tuku whiu rānei i raro i te kōwae (d).
- (2) Me mātua whakarite ia kaiwaitohu he tika, he whaitake hoki te kirimana rēhita.

64. Tukanga 4: Te tuku whiu

Ko te tukanga ka whakahaerehia i raro i te whiti 63(1)(e) mō te whakakore i te kirimana rēhita i raro i te whiti 63(1)(b), mō te whakawhiu rānei i raro i te whiti 63(1)(d) me mātua ū ki ngā mātāpono o te ture matatika (me ērā e hiahia ana hei whakarite ka wawe, ka āta whakaaroahia, ka tika hoki te whakatau i te take e whakatauhia ana).

65. Tukanga 5: Inihua

- (1) Me mātua whakarite ia kaiwaitohu, ina taea ana, kei te tōtika te rīanga a ia ākonga kura o tāwāhi kua rēhita ki te kaiwaitohu mō te whiwhi mātauranga o te 2 te roa, neke atu rānei –
- (a) te haerenga a te ākonga kura –
 - (i) atu ki, mai hoki i Aotearoa; me
 - (ii) roto i Aotearoa; ā,
 - (iii) mēnā he wāhanga te haerenga nō ngā mahi mātauranga, i waho o Aotearoa; me
 - (b) ngā manaaki hauora i Aotearoa, tae atu ki te whakatau, tūtohu rongoā, hāparapara, me te uru ki te hōhipera; me
 - (c) te whakahoki mai, te whakahoki atu rānei i te ākonga kura nā tētahi mate kino, wharanga kino rānei, me ngā utu haerenga a te whānau e āwhina ana ki te whakahoki mai, whakahoki atu rānei; me
 - (d) te matenga o ngā ākonga kura, tae atu ki te rīanga mō –
 - (i) ngā utu haerenga a te whānau ki, mai hoki i Aotearoa; me
 - (ii) ngā utu o te whakahoki mai, te whakahoki atu rānei i te tūpāpaku; me
 - (iii) ngā utu tangihanga.
- (2) Kei roto i te whiti-iti (1)(a)(i) me te (ii) ko te haerenga atu me te hokinga mai o te ākonga i tō rātau whenua ake, kirirautanga rānei i mua i te tīmatanga o te whiwhi mātauranga me muri i te mutunga (kei waho pea i te wā rēhita).
- (3) Kāore i roto i te whiti-iti (1)(a)(i) te haerenga a te ākonga kura ki ētahi atu whenua engari ko te kaupapa ake o taua haerenga mō te whai i ngā rerenga tūhono atu, mai rānei i Aotearoa.

66. Tukanga 6: Ngā whakatau me whai whakaaetanga ā-tuhi mai i tētahi matua, kaitiaki ā-ture rānei

Me mātua whakarite ia kaiwaitohu, ina tika ana, ka riro mai te whakaaetanga ā-tuhi a te matua, kaitiaki ā-ture rānei o tētahi ākonga kura o tāwāhi i raro i te 18 tau e ai ki ngā whakatau e whai pānga ana ki te ākonga.

67. PUTANGA 16: NGĀ TAKE HEKENGĀ

Ko tā ngā kaiwaitohu me mātua –

- (a) whakarite kia kaua e tukuna e rātau, e whakaae tonu rānei kia whiwhi mātauranga tonu tētahi tangata mēnā kāore taua tangata i te āhei i raro i te Ture Hekenga 2009 ki te whai i te mātauranga; me
- (b) te whai i ngā whakatūpato tōtika me te āta rangahau mēnā e āhei ana ngā ākonga kura o tāwāhi i raro i te Ture Hekenga 2009 kia whiwhi ai i te mātauranga i rēhita ai rātau.

68. Tukanga:

Ko tā ia kaiwaitohu me mātua –

- (a) te whakarite kei ia ākonga kura o tāwāhi ka rēhita ki te kaiwaitohu te tūnga hekenga e hiahia ana mā te ako i Aotearoa; me
- (b) te pūrongo ki Te Ratonga Manene ngā takahitanga e mōhiotia ana, e whakapaetia ana rānei o ngā here kokota e ngā ākonga kura o tāwāhi; me
- (c) te whakamōhio ki Te Ratonga Manene mō te whakakorenga o ngā rēhita.

69. PUTANGA 17: ARATAKITANGA

Me mātua whakarite ngā kaiwaitohu ka whai wāhi ngā ākonga kura o tāwāhi ki te whakauru ki tētahi kaupapa i āta hangaia, e tika ana hoki mō tō rātau pakeke he tuku i ngā mōhihio me ngā tohutohu e hiahiatia ana mā tētahi ākonga i te timatanga o tā rātau whiwhi mātauranga.

70. Tukanga:

- (1) Me mātua whakarite ia kaiwaitohu ko tā tana kaupapa aratakitanga –
 - (a) he tuku ki ia ākonga kura o tāwāhi ngā mōhihio me ngā tohutohu whānui mō ngā kaupapahere whakanōhanga hāngai katoa; me
 - (b) te tuku ki ia ākonga kura o tāwāhi ngā mōhihio me ngā tohutohu whānui mō ngā ratonga, ngā tautoko me ngā whakaurunga e tukuna ana e te kaiwaitohu; me
 - (c) te tuku i ngā ingoa me ngā taipitopito whakapā o ngā kaimahi i tautapatia mō ngā tautoko ākonga kura o tāwāhi; me
 - (d) te tuku i ngā mōhihio tika e pā ana ki te hauora me te haumarua o ngā ākonga kura o tāwāhi; me
 - (e) te tuku i ngā mōhihio mō ngā hātepe amuamu mō ngā ākonga kura o tāwāhi, i roto me waho; me
 - (f) te tuku mōhihio mō te whakakorenga o te rēhita; me
 - (g) te tuku mōhihio mō ngā motika me ngā āheinga o ngā ākonga kura o tāwāhi, tae atu ki tētahi āheinga ki tētahi whakahokinga utu, mēnā ka wehe noa mai tētahi ākonga mai i te whiwhi mātauranga.
- (2) Mō tētahi ākonga kura o tāwāhi i raro i te 18 tau, me mātua whakarite te kaiwaitohu, ina tika ana, ka āhei atu tētahi matua, kaitiaki ā-ture, kaitiaki ā-whare o te ākonga kei Aotearoa me te haere tahi me te ākonga kei te āhei atu ki ngā mōhihio aratakitanga, kaupapa rānei i tukuna ki te ākonga.

71. PUTANGA 18: HAUMARU ME TE ORANGA

Ko tā ngā kaiwaitohu me mātua –

- (a) whakarato i tētahi taiao ako haumarua mō ngā ākonga kura o tāwāhi; me
- (b) te tuku i ngā tautoko tōtika mō te oranga o ngā ākonga kura o tāwāhi; ā,
- (c) ina taea ana, te whakarite ka noho ngā ākonga kura o tāwāhi ki roto i tētahi wāhi haumarua.

72. Tukanga 1: Arowhānui

Ko tā ia kaiwaitohu me mātua –

- (a) he tika, he whaitake te urupare ki ngā whanonga hē, e pā mai ana ki a tātau rānei, nā tētahi ākonga kura o tāwāhi; me
- (b) te waihanganga me te pupuri i ngā kaupapahere mō te whakahaere whanonga hē kua kōrerohia atu ki ngā kaimahi me ngā ākonga me te whaitake o te whakatinana; me
- (c) te tohutohu i ngā ākonga kura o tāwāhi me pēhea te –
 - (i) pūrongo me te whakarite i ngā rarua hauora me te haumarua (mō ngā mahinga i te wāhi mātauranga me wāhi kē rānei); me
 - (ii) te urupare ki tētahi ohotata (mō ngā mahinga i te wāhi mātauranga me wāhi kē rānei); me
 - (iii) te uru ki ngā ratonga hauora me te tumu kōrero; me
 - (iv) te toro i ngā tari kāwanatanga hāngai pērā i Ngā Pirihimana o Aotearoa me te tari kei a ia te kawenga mō te whakahaere i te Ture Oranga Tamariki 1989; me
- (d) whai i ngā taipitopito whakapā hou tonu mō ia ākonga kura o tāwāhi me tō rātau whanaunga tata; me
- (e) whakarite i ngā wā katoa 1 te kaimahi i te iti rawa kei te wātea kia whakapā atu e tētahi ākonga kura o tāwāhi i roto i tētahi ohotata.

73. Tukanga 2: Ngā ākonga kura o tāwāhi i raro i te 18 tau

- (1) Mō te āhuatanga ki ngā ākonga kura o tāwāhi i raro i te 18 tau, ā, mātua ko tā ia kaiwaitohu –
 - (a) kia kaua e rēhita i tētahi ākonga kura o tāwāhi 10 tau, pakeke atu rānei engari i raro i te 18 tau kāore i te noho me tētahi matua, kaitiaki ā-ture rānei engari ia –
 - (i) mēnā kei roto te ākonga kura i tētahi rōpū ākonga e whakahaere tikahia ana kāore nei e roa atu i te 3 marama ngā tohutohu mātauranga; tērā rānei
 - (ii) e tiakina ana te ākonga kura e te kaitiaki ā-whare; me
 - (b) hou tonu ngā taipitopito whakapā mō ngā mātua, kaitiaki ā-ture, me ngā kaitiaki ā-whare o ngā ākonga; me
 - (c) te mau tonu ki ngā whakawhitiwhiti whaitake me ngā mātua, kaitiaki ā-ture, ngā kaitiaki ā-whare hoki (mēnā kei reira tētahi) o ngā ākonga mātauranga matua o tāwāhi e pā ana ki tō rātau oranga me te anga whakamua o te ako; me
 - (d) te mau tonu ki ngā whakawhitiwhiti whaitake me ngā mātua, kaitiaki ā-ture, ngā kaitiaki ā-whare rānei o ngā ākonga e pā ana ki tō rātau oranga me te anga whakamua o te ako; me
 - (e) te tautapa kia 1 kotahi te kaimahi i te iti rawa ka tautapatia ki te āta aroturuki me te whakarite i ngā māharahara mō ngā ākonga kura o tāwāhi i raro i te 18 tau, ā,
 - (f) mēnā e tiakina ana te ākonga kura e te kaitiaki ā-whare, –
 - (i) te whakarite kua ū he mahere mō te whakawhiti i te manaaki i te ākonga mai i te kaitiaki ā-whare ki te matua, te kaitiaki ā-ture rānei o te ākonga, tētahi atu tangata rānei i whakaaetia e te matua, te kaitiaki ā-ture rānei, mō –
 - a. ia whakawhiti ka pā mai i te wā rēhita; ā,
 - b. ka pā mai te whakawhiti i te mutunga o te rēhita; me
 - (ii) te whakarite ka whakamōhiotia atu te matua, te kaitiaki ā-ture rānei o ia mahere whakawhiti
- (2) E hāngai ana ngā whakaritenga kei te whiti 72, i tua atu i tēnei whiti, ki ngā ākonga kura o tāwāhi he 10 tau, neke atu rānei engari kei raro i te 18 tau.

74. Tukanga 3: Ngā ākonga kura o tāwāhi i raro i te 10 tau

- (1) Me mātua whakarite ia kaiwaitohu kei te noho ana ākonga kura o tāwāhi i raro i te 10 tau me tētahi matua, kaitiaki ā-ture rānei, engari ia mēnā kei te whare taupua o tētahi kura.
- (2) E hāngai ana ngā whakaritenga kei ngā whiti 72 me te 73, i tua atu i tēnei whiti, ki ngā ākonga kura o tāwāhi i raro i te 10 tau.

75. Tukanga 4: Ngā ākonga kura o tāwāhi kei te mōrea, he matea akoranga tāpiri rānei

- (1) Me mātua whakarite ia kaiwaitohu –
 - (a) kua whakaurua atu ngā whakaritenga tōtika hei whakarite i ngā hiahia me ngā raru o ngā kura ākonga o tāwāhi, he whai matea ako tāpiri rānei; me
 - (b) te mātua, kaitiaki ā-ture rānei o tētahi ākonga kura i raro i te 18 tau, he pakeke atu rānei te whanaunga tata o tētahi ākonga i te 18 tau, pakeke atu rānei he mōhio ki tētahi āhuatanga e noho mōrea ana te ākonga, he matea ako tāpiri rānei ōna; ā,
 - (c) ina tika ana me te ū ki te tautukunga, ā, i raro i ngā mātāpono o te Ture Matatapu 2020, ko ngā raru e pā ana ki ngā ākonga ka pūrongohia atu ki ngā tari hāngai pērā i Ngā Pirihimana o Aotearoa me te tari whai kawenga mō te whakahaere i te Ture Oranga Tamariki 1989, ā, me te kaiwhakahaere tikanga mahi.
- (2) Ka noho mōrea he ākonga mēnā e tika ana te whakapono o tētahi kaiwaitohu kei te tino raru te hauora, te haumarua, te oranga rānei o te ākonga, hei tauira, –
 - (a) kāore e taea e te ākonga te tino tiaki i a ia anō mai i te tūkinotanga nui, te whakahāwini rānei; ā,
 - (b) kāore e taea e te ākonga te whakamaru tika i tō rātau oranga ake.
- (3) Ko te ākonga whai matea ako tāpiri he ākonga tērā –
 - (a) he ākonga hauā; tērā rānei
 - (b) e pāngia ana e ētahi atu auautanga e whakararu ana i te kaha o te ākonga ki te whakauru, te ako me te whakatutuki; ā,
 - (c) me whiwhi ia i ētahi atu kaupapa kua whakahāngaitia, ngā wāhi ako rānei, ngā utauta motuhake rānei, rauemi rānei hei tautoko i te ākonga kia whai wāhi atu ki te marautanga, te whakauru, te ako me te whakatutuki.
- (4) E hāngai ana tēnei whiti ki ngā whakaritenga e ai ki ngā whiti 72, 73 me te 74.

76. Tukanga 5: Wāhi noho

- (1) Mō te āhuatanga ki tētahi ākonga kura o tāwāhi i raro i te 18 tau e tiakina ana e tētahi kaitiaki ā-whare, ko tā te kaiwaitohu me mātua –
 - (a) whakarite kei te haumarua te wāhi noho o te ākonga, kei te tōtika te āhua, ā, kei te ū ki ngā whakaritenga waeture me ngā ture katoa; me
 - (b) te whakarite ka whakaotihia te tiro tiro haumarua e kōrerohia ana i te whiti 77(1), ā, kei te hou tonu; me
 - (c) te whakarite ka whakaotihia tētahi tiro tiro tanga tōtika, ā, kei te hou tonu mō ia tangata he 18 tau, pakeke atu rānei, ka mutu e noho ana i e wāhi noho o te kaitiaki ā-whare, mō te kaupapa o te whakarite i te haumarua o te ākonga; me
 - (d) te whai i tētahi whakaaetanga ā-tuhi me te kaitiaki ā-whare e āta whakatakoto ana i te tūranga me ngā kawenga o ia taha e pā ana ki te manaaki i te ākonga; me
 - (e) te mau i tētahi whakawhitihiti whitake me te ākonga me te matua, te kaitiaki ā-ture rānei o te ākonga ina pupū ake he raru wāhi noho, ā, me mātua whai kawenga mō te whakarite i aua raru, tae atu ki te pūrongo i ērā ki ngā mana hāngai me te neke i ngā ākonga ki tētahi wāhi noho tōtika; me
 - (f) te whakahaere i ngā uiui tōtika me te ākonga me ngā toronga ki te kāinga ki te tiro tiro me te arotake i te kōunga o te manaaki ā-whare, te whai whakaaro ki te pakeke o te ākonga, te roa o te noho me ētahi atu āhuatanga hāngai; ā,
 - (g) mēnā ko te kaitiaki ā-whare o te ākonga he kaitiaki i tautapatia me whakarite kua tukuna e te matua, te kaitiaki ā-ture rānei tētahi whakaaetanga ā-tuhi ka noho te kaitiaki i tautapatia ki raro i te whakaae a te kaiwaitohu, ā, kei te kaiwaitohu te kawenga mō te manaaki o ia rā o te ākonga i te wā kei raro te ākonga i te mana tiaki o te kaitiaki i tautapatia; ā,
 - (h) mēnā ko te kaitiaki ā-whare o te ākonga he kaiwhakahaere kua whakamāramahia i roto i te whiti 77(2), me whakarite kua tukuna e te matua, te kaitiaki ā-ture rānei o te ākonga tētahi whakaaetanga ā-tuhi kāore i te kaiwaitohu te kawenga mō te manaaki o ia rā o te ākonga i te wā kei raro te ākonga i te mana tiaki o taua kaiwhakahaere; me
 - (i) whakarite kei te tika te wehe o ngā ākonga o tāwāhi mai i ētahi atu o ngā taipakeke rerekē kei te wāhi noho; me
 - (j) te whakarite kei te tika te tiaki i te ākonga i roto i te wāhi noho.

- (2) Mō ngā kaupapa o te whiti 76(1)(c), ko te tangata 18 tau, pakeke atu rānei, ā, e noho ana i te wāhi noho o te kaitiaki ā-whare ko tētahi tangata o taua pakeke –
- (a) he noho i taua wāhi noho mō te wā poto; tērā rānei
 - (b) he noho, ka noho rānei i taua wāhi noho mō tētahi wā 1, neke atu rānei i tētahi marama (mēnā ka tino whakaarohia, kāore rānei), i ia wā he 5, neke atu rānei ngā pō pirirata.
- (3) Mō te āhuatanga ki te ākonga kura o tāwāhi 18 tau, pakeke atu rānei e noho ana i tētahi wāhi noho e whakaratoa ana, i whakaritea rānei e tētahi kaiwaitohu, ko tā te kaiwaitohu me mātua –
- (a) whakarite kei te haumarū te wāhi noho o te ākonga, kei te tōtika te āhua, ā, kei te ū ki ngā whakaritenga waeture me ngā ture katoa; me
 - (b) te whai tonu i ngā whakawhitiwhiti kōrero whaitake ki te ākonga ina pupū ake ngā raru wāhi noho, ā, me mātua tahuri ki te whakarite i aua raru, tae atu ki te pūrongo atu ki ngā mana hāngai.
- (4) Ko te āhuatanga ki tētahi ākonga kura o tāwāhi 18 tau, pakeke atu rānei e whakarite ana i tō rātau wāhi noho mō rātau anō, me mātua whakarite te kaiwaitohu ka tonoa atu te ākonga ki ngā tohutohu me ngā mōhihio hāngai e mārama ai te ākonga ki ōna motika me ōna herenga hei kairēti i Aotearoa.
- (5) Kia kore ai e māharahara, ko te kaitiaki ā-whare he kaiwhakahaere e ai ki te whiti 77(2), he kaitiaki rānei i tautapatia, me mātua ū te kaiwaitohu ki ngā whakaritenga o tēnei whiti me te whakarite i te haumarū, te hauora me te oranga o te ākonga.
- (6) I roto i tēnei whiti, ko **ngā raru wāhi noho** ko ngā raru hauora me te oranga ka pupū ake i te wāhi noho o te ākonga, e pā ana rānei ki tērā.

77. Tukanga 6: Ngā tirotirotanga haumarū, tōtika hoki

- (1) Ko te tirotirotanga haumarū mō te kaitiaki ā-whare e kōrerohia ana i roto i te whiti 76(1)(b) –
- (a) me mātua whai –
 - (i) ki te whakaū i te tuakiri; me
 - (ii) tētahi āta tirotirotanga tae atu ki te whakapā atu ki tētahi o ēnei tāngata 1 i te iti rawa, rōpū rānei mō te tiki mōhihio te kaupapa e whakaaro ana te kaiwaitohu he hāngai ki tētahi aromatawai mōrea –
 - a. te kaitukumahi onāiane, o mua rānei o te kaitiaki ā-whare, rōpū ngaio, mana rēhita rānei;
 - b. te mana tuku raihana e hāngai ana ki te pakihi, mahinga ngaio rānei a te kaitiaki ā-whare;
 - c. he tangata ehara i te whanaunga nō te kaitiaki ā-whare; ā,
 - (iii) he pirihimana, hei tiki mōhihio e hāngai ana ki tētahi aromatawai mōrea; me
 - (iv) tētahi uiui i te kaitiaki ā-whare, kia riro mai ai ngā mōhihio e whakaaro ana te kaiwaitohu he hāngai ki tētahi aromatawai mōrea; ā,
 - (v) he aromatawai mōrea e whai whakaaro ana ki ngā mōhihio katoa i riro mai i raro i te kōwae (a)(i) ki te (iv), hei whakarite mēnā ka puta te mōrea i te kaitiaki ā-whare ki te haumarū o te ākonga; a,
 - (b) **kei te hou tonu** mēnā ka oti i roto i te 3 tau i muri i te rā o te āta tirotirotanga whakamutunga.
- (2) Kāore te whiti-iti (1)(a)(ii) ki te (v) i te hāngai ki tētahi kaitiaki ā-whare –
- (a) he kaiwhakahaere ia e kōrerohia ana i te kōwae (e) o te whakamāramatanga o te kaitiaki ā-whare i te whiti 5(1); ā,
 - (b) ehara i te kainoho nō Aotearoa; ā,
 - (c) kei te haere, kei te ārahi hoki, i te ākonga kura o tāwāhi kia pai ai te tiaki i a ia i te wā e akohia ana te ākonga.
- (3) He āta tirotirotanga tōtika e kōrerohia ana i te whiti 76(1)(c) **kei te hou tonu** mēnā ka oti i roto i te 3 tau i muri i te rā o te āta tirotirotanga whakamutunga.

78. PUTANGA 19: NGĀ TAUTOKO, TOHUTOHU, RATONGA HOKI MĀ TE ĀKONGA

E tino whakamōhiohia atu ngā ākonga kura o tāwāhi, me te whiwhi tohutohu hāngai mai i ō rātau kaiwaitohu mō ngā ratonga hei tautoko i ā rātau putanga mātauranga.

79. Tukanga:

Me mātua whai tikanga ia kaiwaitohu mō –

- (a) te whakarite ko ngā mōhiohia me ngā tohutohu i tukuna e te kaiwaitohu ki ngā ākonga kura o tāwāhi he tika, he tika mō te taipakeke, ā, kei te hou tonu; me
- (b) te whakarato i ngā mōhiohia ki ngā ākonga o tāwāhi mō ō rātau motika me ō rātau herenga ā-ture, ā, ina tika ana, ngā mōrea ka taea ina whiwhi, whakaae rānei ngā ākonga ki ngā tohutohu, ngā ratonga rānei; me
- (c) te tuku i ngā mōhiohia me ngā tohutohu ki ana ākonga kura o tāwāhi –
 - (i) me pēhea e whaitake ai te pāhekoheko ki ngā tāngata nō ngā ahurea rerekē; me
 - (ii) ngā tautoko ā-ahurea, ā-hapori hoki e wātea ana ki a rātau; me
 - (iii) pēhea te noho pai i roto i tētahi wāhi ahurea rerekē i Aotearoa; me

- (d) te whakarite ka whakaratoa ana ākonga kura mātauranga mātua o tāwāhi ki ngā mōhiohia mō te mātauranga me ngā ara hei kainoho me ngā tohutohu mō ngā ara ki ētahi atu ako anō, whanaketanga ara mahi rānei, ina tika ana; me
- (e) te whakarite, ina tika ana, kei te āhei atu ngā ākonga kura o tāwāhi ki ngā mōhiohia me ngā tohutohu mō –
 - (i) ngā moni whiwhi iti rawa me ngā āhuatanga mahi i Aotearoa; me
 - (ii) ngā haora mōrahi i mahia i raro i ngā here kōkota; ā,
 - (iii) me pēhea te toro ki ngā mōhiohia me ngā tautoko mō te mahi; ā,
 - (iv) me pēhea te pūrongo i ngā mahi hē a ngā kaitukumahi.

80. PUTANGA 20: TE WHAKAHAERE I TE WEHE MAI ME TE KATINGA

Me mātua whakarite ngā kaiwaitohu ko ngā utu ka utua e ngā ākonga o tāwāhi mō te whai mātauranga i Aotearoa kei te haumarū, kei te whakamarutia hoki ki te tūpono tangohia e te ākonga, ka mutu rānei te tuku mātauranga, te katinga rānei o tētahi kaiwaitohu.

81. Tukanga:

- (1) Me mātua whakarite ia kaiwaitohu –
 - (a) he tōtika ana kaupapahere whakahoki moni, ā, kei raro i ngā whakaritenga ā-ture; ā,
 - (b) he rawaka te tuku mōhiohio ki ngā ākonga o tāwāhi (ngā mātua, ngā kaitiaki ā-ture rānei o ngā ākonga o tāwāhi i raro i te 18 tau) kia mārāma ai rātau ki ō rātau motika, here hoki i raro i aua kaupapahere whakahokinga moni.
- (2) Me mātua uru ki tētahi kaupapahere whakahoki moni ko ngā here whakahokinga moni mō ngā āhuatanga e whai ake –
 - (a) kāore i riro mai i tētahi ākonga he kōkoto ako; ā,
 - (b) ka wehe noa iho mai tētahi ākonga; ā,
 - (c) kua mutu te whakarato a te kaiwaitohu i tētahi akoranga mātauranga i raro kirimana me tētahi ākonga, ahakoa nāna anō i whakamutu, nā whakarite rānei a tētahi tari whakaū kōunga; ā,
 - (d) kua kore te kaiwaitohu e noho hei kaiwaitohu; me
 - (e) kua kore te kaiwaitohu e noho hei kaiwhakarato.
- (3) E ai ki te āhuatanga kei te whiti-iti (2)(c), (d) rānei, me mātua whakarite te kaiwaitohu i ngā utu mō ngā ratonga kāore i whakaratoa, he wāhanga o ngā utu i utua kāore i whakamahia kia pēnei –
 - (a) te whakahoki i te rahinga kua kōrerohia ki te ākonga (te matua, kaitiaki ā-ture rānei o te ākonga); tērā rānei
 - (b) mēnā ka whakahautia e te ākonga, te kaiwhakahaere tikanga mahi, te tari whai kawenga rānei mō ngā tikanga tiaki utu, me whakawhiti te rahinga ki tētahi atu kaiwaitohu e ai ki tērā i whakaaetia me te ākonga (te matua, te kaitiaki ā-ture rānei o te ākonga).

82. PUTANGA 21: TE WHAKARITE I NGĀ AMUAMU

Me mātua whakarite ngā kaiwaitohu kei te āhei
atu ngā ākonga kura o tāwāhi katoa ki ngā hātepe
tūturu me te tika mō te whakarite amuamu.

83. Tukanga:

- (1) Me mātua whakarite ia kaiwaitohu –
 - (a) he whai i tētahi tukanga ā-roto whaitake mō te whakarite amuamu a ana ākonga o tāwāhi; ā,
 - (b) e whakamōhioia atu ana ākonga o tāwāhi mō taua tukanga.
- (2) Me mātua whakamōhio atu ia kaiwaitohu ki ana ākonga o tāwāhi –
 - (a) mō te wāteatanga o te whai whakatau ki te kaiwhakahaere tikanga mahi, tētahi Kaupapa Whakatau Wenewene, tētahi atu mana hāngai rānei mēnā kāore e taea tētahi tukanga amuamu ā-roto, kāore rānei i te rata ki te putanga, wheako rānei o te whakamahi i taua tukanga; ā,
 - (b) me pēhea te tuku amuamu ki te kaiwhakahaere tikanga mahi, te rapu whakatau rānei mō tētahi wenewene pūtea i raro i te Kaupapa Whakatau Wenewene hāngai.

84. PUTANGA 22: TE TAUTUKU KI TE KAUPAPA WHAKATAU WENEWENE KIRITAKI ĀKONGA TĀWĀHI

Me mātua ū ngā kaiwaitohu ki ngā ture o te Kaupapa Whakatau Wenewene hāngai.

85. Tukanga:

- (1) Me mātua whakarite ia kaiwaitohu kei te mārama ia ki ngā ture o te Kaupapa Whakatau Wenewene mō te whakarite kei te tautuku ki aua ture mō te amuamu kei roto ia.
- (2) Ki te kore e ū ki ngā ture o te Kaupapa Whakatau Wenewene he takahi tērā i ngā tikanga mahi, ā, tērā pea ka pupū ake ētahi whakawhiu mai i te kaiwhakahaere tikanga mahi.

08

Kaiwhakahaere tikanga mahi



86. Ngā herenga pūrongo me te whakaputa

- (1) Me mātua whakauru te kaiwhakahaere tikanga mahi ki roto i tana pūrongo ā-tau ko tētahi pūrongo mō ana mahinga mō te whakahaere i ngā tikanga mahi nei.
- (2) Mēnā ka kitea e te kaiwhakahaere tikanga mahi, i te tūhuratanga o te akoranga, he raru pūnahanaha e pā ana ki te oranga, te paetae mātauranga, ngā motika rānei o ngā ākonga, he takahitanga nui rawa o ngā tikanga mahi nei, me mātua pūrongo te kaiwhakahaere tikanga mahi i taua take, te takahitanga rānei ki ngā tari whakaū kouna mātauranga me tētahi tari kāwanatanga hāngai.
- (3) Ka taea e te kaiwhakahaere tikanga mahi, mō ngā kaupapa whāiti i roto i te whiti-iti (4), te tohatoha, te whakaputa rānei i tētahi whakarāpopototanga o te tūhuratanga me te putanga o tētahi takahitanga o ngā tikanga mahi nei, e ai ki ngā whakamaru tika me ngā tangohanga mō te whakamaru tūmataitinga.
- (4) Ko ngā kaupapa e kōrerohia ana i roto i te whiti-iti (3) ko te –
 - (a) whakamōhio haere ki ngā kaiwhakarato, ngā ākonga, me ētahi atu rōpū ā-mātauranga; me
 - (b) te whakaatu i te tukanga tūhuratanga me te whakatau tikanga i raro i ngā tikanga mahi nei.
- (5) Me mātua whai te kaiwhakahaere tikanga mahi i ngā upane tōtika hei whakapāho i ngā tikanga mahi nei ki ngā kaiwhakarato me ngā ākonga, tae atu ki te whakaputa aratohu mā ngā kaiwhakarato.

87. Te pūrongo takahi i ngā tikanga mahi

- (1) Ko tā te kaiwhakahaere tikanga mahi –
 - (a) ka taea te whiwhi amuamu, kua tonoa rānei ki a ia kua takahia ngā tikanga mahi e tētahi tangata; ā,
 - (b) me mātua whakatau ia mēnā kei roto i te amuamu, te tononga rānei tētahi putanga, tukanga, tētahi atu whakaritenga tikanga mahi kāore i whakatutukihia, ā, me whai haere tonu.
- (2) Ko tā te kaiwhakahaere tikanga mahi –
 - (a) me mātua whakaputa i tana tukanga mō te whiwhi me te whakarite i tētahi amuamu, tononga rānei; a,
 - (b) ka tūtohu pea i ngā puka hei whakamahi mō te tuku i tētahi amuamu, tononga rānei.

88. Te urupare ki tētahi amuamu

- (1) Mēnā ka whakatau te kaiwhakahaere tikanga mahi ka tika kia tūhura haere tonu, me mātua –
 - (a) hanga i tētahi pūkete, me te tūhura i te putanga kua puta pea, he tukanga, tētahi atu whakaritenga tikanga mahi rānei kāore i te ū; me
 - (b) te whakamōhio atu ki te tangata nāna i tuku te amuamu, te tononga rānei mō te whakatau kia tūhuratia.
- (2) Mēnā ka whakatau te kaiwhakahaere tikanga mahi kāore e hiahiaia kia tūhura haere anō, me mātua whiriwhiri i ngā kōwhiringa e whai ake, ā, me tutuki i roto i te wā tika –
 - (a) te tono i te amuamu, te tononga rānei ki tētahi atu tari; tera rānei
 - (b) te whakarite kōkau i te amuamu, te tononga rānei; tērā rānei
 - (c) te whakakore i te amuamu, te tononga rānei.
- (3) I roto i te tūhura i tētahi amuamu, tononga rānei, ka āwhina pea te kaiwhakahaere tikanga mahi i te tangata tuku amuamu, te tono rānei ka taea te tuku tautoko, mēnā e hiahiaia ana aua āwhina hei urupare, tūhura rānei i te amuamu mā tētahi āhuatanga tika me te tōkeke (hei tauira, mā te turaki i tētahi tauārai reo, te tautoko i te oranga me te haumarua o te tangata i roto i te tukanga amuamu).

89. Te aroturuki, tūhura, me te whiwhi me te tuari mōhiohio

- (1) Kei te kaiwhakahaere tikanga mahi te kawenga mō te aroturuki me te tūhura i ngā kaiwhakahaere tikanga mahi me ngā kaiwaitohu kura e pā ana ki –
 - (a) tō rātau whakamana i ngā tikanga mahi; me
 - (b) ngā upane kei whai rātau hei whakapai ake i tō rātau whakamana i ngā tikanga mahi (tae atu ki ngā whakapaitanga ka puta ake i ngā arotake-whaiaro o ā rātau ake whakatutukitanga) me te whakarite i ngā raru ka ara ake me rātau e ngā kaiwhakahaere tikanga mahi.
- (2) Ka whakarite pea te kaiwhakahaere tikanga mahi ngā mōhiohio e whakaaro ana ia kei te tika hei whakatutuki i ana mahi aroturuki me te tūhura, ā, kāore i te whāiti ki –
 - (a) ngā whāinga rautaki me ngā mahere rautaki; me
 - (b) ngā pūrongo arotake-whaiaro, ngā whakamana, ngā kaupapahere me ngā hātepe me ngā whakaaturanga o tā rātau whakatinanatanga; me
 - (c) ngā amuamu me ngā tononga; me
 - (d) ngā mōhiohio mai i ētahi atu mahinga whakaū kouna; me
 - (e) ngā mōhiohio mai i ētahi atu tari whakaū kouna mātauranga me ētahi atu tari kāwanatanga hāngai; me
 - (f) ngā pūrongo a te Kaupapa Whakatau Wenewene.
- (3) Ka whakahaerehia pea ngā mahi aroturuki me te tūhuratanga a te kaiwhakahaere tikanga mahi i runga i te kakama ake a te kaiwhakahaere tikanga mahi, nā te tuku mōhiohio atu rānei ki a ia, tae atu ki tētahi amuamu, tononga rānei o tētahi puanga tikanga mahi, te tukanga, tētahi atu whakaritenga tikanga mahi kāore i whakatutukihia.
- (4) Ka taea e te kaiwhakahaere tikanga mahi, mō te kaupapa o te aroturuki me te tūhura i te tautukumga ki ngā tikanga mahi, ka –
 - (a) tonono ki tētahi kaiwhakarato mātauranga matua, kaiwaitohu kura rānei kia tukuna ki te kaiwhakahaere tikanga mahi, i tētahi rā i whakatauhia i roto i te pānui (me tuku mai i roto i te wā tika), he whakamanatanga o tana pānga tuku ki te katoa, he wāhanga rānei o ngā tikanga mahi nei, ngā arotake-whaiaro haere tonu hoki/rānei, mā te whakamahi i te puka whakamana i whakaputaina ki te paetukutuku a te kaiwhakahaere tikanga mahi; me
 - (b) te tonono kia uru ki tētahi o ngā whakanōhanga, wāhi rānei o te kaiwhakarato; me
 - (c) tonono kia uru ki ngā tuhinga hāngai e puritia ana e te kaiwhakarato mātauranga matua (te kaiwhakarato wāhi noho rānei), kaiwaitohu kura rānei; me
 - (d) te tonono kia āhei atu ki te uiui i ngā kaimahi me ngā ākonga ina tika ana.
- (5) Ko tā te kaiwhakarato mātauranga matua, te kaiwaitohu kura rānei me mātua –
 - (a) tuku i ngā āwhina tōtika katoa ki tētahi kaiwhakahaere tikanga mahi i roto i te aroturuki, te tūhura rānei i te tautukunga ki ngā tikanga mahi; me
 - (b) te urupare i roto i te wā tika ki ngā tonono a te kaiwhakahaere tikanga mahi i raro i te whiti-iti (4) o tēnei whiti; me
 - (c) te tuku tōtika kia āhei atu ki tētahi wāhi, ki ngā kaimahi me ngā ākonga e whakaaro ana te kaiwhakahaere tikanga mahi e hiahia ana e pā ana ki te aroturuki me te tūhura i te tautukunga ki ngā tikanga mahi.
- (6) Ko tā te kaiwhakahaere tikanga mahi me mātua –
 - (a) kōrerorero tahi me te tuari i ngā mōhiohio ki ngā tari whakaū kouna mātauranga me ngā tari kāwanatanga hāngai mō te kaupapa o te whakaae ki ngā whakataunga mō te whakapai ake i ngā tikanga mahi, te tautuku rānei; me
 - (b) te whiwhi me te whiriwhiri i ngā mōhiohio i tukuna ki te kaiwhakahaere tikanga mahi e ngā tari whakaū kouna mātauranga me ngā tari kāwanatanga hāngai mō taua kaupapa anō.

90. Te mahi tahi me ngā kaiwhakahaere te Kaupapa Whakatau Wenewene

Me mātua mahi tahi te kaiwhakahaere tikanga mahi me te kaiwhakahaere o te Kaupapa Whakatau Wenewene –

- (a) ina rapu mōhiohio te kaiwhakahaere o te Kaupapa Whakatau Wenewene e hāngai ana ki tētahi wenewene mai i tētahi kaiwhakarato mātauranga matua, kaiwaitohu kura rānei; tērā rānei
- (b) ina whiwhi mōhiohio mai i te Kaupapa Whakatau Wenewene hei whiriwhiri i te mahi e hiahia ana e tētahi kaiwhakarato mātauranga matua, kaiwaitohu kura rānei hei tautoko i te oranga me te haumarua o te ākonga.

91. Ngā whakaritenga mō te whakauru ki te āta tiroiro i ngā wāhi noho ākonga

- (1) E hāngai ana ngā whakaritenga e whai ake ki ngā mana o tētahi kaiwhakahaere tikanga mahi mō te kuhu ki te wāhi noho ākonga i tua atu i te wāhanga 633 o te Ture.
- (2) Me tuku te kaiwhakahaere tikanga mahi i ngā whakaaturanga tuakiri i te taenga atu me te wā e tonoa ana i tētahi wā ā muri ake. Me tuku anō whakaaturanga whakamanatanga anō ia, tae atu ki ngā kōrero mō –
 - (a) te ingoa whānui o te tangata, ngā tāngata rānei kua whakamanatia; me
 - (b) tētahi tauākī o ngā mana i tukua ki taua tangata; me
 - (c) te wāhanga 633 o te Ture; me
 - (d) tēnei tikanga mahi; me
 - (e) te whānuitanga o te toronga, hei tauira te aroturuki i te whakatutukitanga, te tūhura rānei i tētahi amuamu.
- (3) Mēnā ka tangohia ngā tuhinga mai i ngā wāhi, ko te tangata nāna i tango me mātua –
 - (a) waiho atu ki te wāhi he rārangi o ngā tuhinga i tangohia; me
 - (b) te whakahoki wawe atu i ngā tuhinga, he kape rānei, ki te wāhi ina taea, engari anō mena ka whakararu he tūhuratanga ka whakahaerehia, kei te whakahaeretia rānei e te kaiwhakahaere tikanga mahi.

92. Te whakahoki i ngā utu mō ngā utu kaiwhakahaere tikanga mahi

Ka whakaritea pea ngā kaiwhakarato e te kaiwhakahaere tikanga mahi kia whakahoki atu ngā moni ki te kaiwhakahaere tikanga mahi mō –

- (a) ngā utu ake, ngā whakahokinga moni me ngā whakapaunga tika i puta i te kaiwhakahaere tikanga mahi mō ngā toronga tautukunga me ngā tūhuratanga mō ngā kaupapa o te aroturuki me te whakaū i ngā tikanga mahi nei;
- (b) ngā whakapaunga ture me ētahi atu ka ara ake i ētahi atu mahi i whakahaerehia e te kaiwhakahaere tikanga mahi nā te takahitanga o ngā tikanga mahi;
- (c) ngā utu ka ara ake i te whakaūnga o tēnei inihua.

93. Te whakakoretanga o Ngā Tikanga Mahi 2016

- (1) Ka whakakorehia te Tikanga Mahi Mātauranga (Te Hāpai i Ngā Ākonga o Tāwāhi) 2016 (Tikanga 2016).
- (2) Ka whakaotihia pea he take tautuku, tūhuratanga, tētahi atu rānei i whakahaerehia i raro i Ngā Tikanga Mahi 2016 i raro i aua Tikanga Mahi.



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QUALIFY FOR THE FUTURE WORLD
KIA NOHO TAKATŪ KI TŌ ĀMUA AO!



**Te Kāwanatanga
o Aotearoa**

New Zealand Government

The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021



Te Oranga me
Te Haumaru Ākonga

**Learner Wellbeing
and Safety**



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This supplementary edition of the Code was published by NZQA in December 2021 to support the sector to implement the Code.

The official text of this Code can be found here:
<https://www.education.govt.nz/further-education/information-for-tertiary-students/code-of-practice-pastoral-care-domestic-tertiary/>

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01 | Introduction



1. Title

This code is the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

2. Commencement

This code comes into force on 1 January 2022.

3. Application of Code

- (1) This code specifies the role of providers in ensuring the organised and formal provision of practices to support the wellbeing and safety of –
 - (a) all tertiary learners generally; and
 - (b) tertiary learners residing in student accommodation; and
 - (c) international tertiary learners; and
 - (d) international school learners.
- (2) Providers must implement all processes in this code in a way that appropriately responds to the needs of learners within particular learning, communal and residential contexts and is consistent with code administrator expectations.
- (3) For tertiary providers this code applies to –
 - (a) the activities provided or organised by, or on behalf of, a provider for domestic and international tertiary learners enrolled with an education provider, whether learners are in New Zealand or offshore; and
 - (b) student accommodation which is exempt under section 5B of the Residential Tenancies Act 1986 (RTA), including where there is a written agreement between the tertiary provider and the accommodation provider under section 5B(1)(b)(ii) of the RTA.
- (4) For school signatories, this code applies to the activities provided or organised by, or on behalf of, a signatory for international school learners, whether learners are in New Zealand or offshore.

- (5) The code administrator may exempt the following learners from the application of specific processes of this code –
 - (a) a school learner who changes status from domestic learner to international learner; or
 - (b) domestic tertiary learners or school or tertiary international learners where appropriate, with due consideration for wellbeing and safety, and on approval of the Minister of Education.

- (6) This code does not override the responsibilities of education and accommodation providers under the Privacy Act 2020 or the Health Information Privacy Code made under that Act.

- (7) This code contributes to an education system that honours Te Tiriti o Waitangi and supports Māori-Crown relationships in accordance with section 4(d) of the Education and Training Act 2020.

4. Approval and removal of signatory status

- (1) Providers (that is, tertiary education providers and schools) may make an application to the code administrator to become signatories under Parts 6 and 7 of this code.
- (2) The criteria for an applicant to become a signatory to this code are the following –
 - (a) the applicant is a provider; and
 - (b) the applicant provides, or is intending to provide, educational instruction; and
 - (c) the applicant has acceptable financial management practices and performance; and
 - (d) the applicant has policies and procedures in place that will enable it to achieve the outcomes sought and processes required by this code; and
 - (e) the code administrator does not otherwise consider the applicant to be unsuitable for approval as a signatory to this code.
- (3) At the request of a signatory, or as a result of sanctions set out in Section 535 of the Education and Training Act 2020, the code administrator may remove a provider as a signatory to this code.

02 | How to read this code



5. Definitions

- (1) In this code, unless the context otherwise requires, –

accommodation staff means any worker as defined by section 19 of the Health and Safety at Work Act 2015 who carries out work for an accommodation provider in student accommodation

Act means the [Education and Training Act 2020](#)

code administrator process relates to Part 8 of this code and has the same meaning as [238H of the Education Act 1989](#) which is saved by [Schedule 1, clause 7\(3\)](#) of the Education and Training Act 2020

contract of enrolment between international learners and signatories –

- (a) in relation to a signatory that is a State school, has the same meaning as contract of enrolment in [section 10\(1\)](#) of the Act; or
- (b) in relation to other signatories, means a written contract that is entered into between an international learner (or the learner's parent or legal guardian, if the learner is under 18 years) and the signatory that entitles the learner to receive educational instruction provided by that signatory

designated caregiver means a relative or close family friend designated in writing by a parent or legal guardian of an international learner under 18 years as the caregiver and accommodation provider for that learner

disabled or disability includes those who have long-term physical, mental, intellectual, or sensory impairments which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others ([UN Convention on the Rights of Persons with Disabilities](#))

Dispute Resolution Scheme means the student contract Dispute Resolution Scheme established under [section 536](#) of the Act

diverse means various backgrounds, experiences, and beliefs and a variety of needs across a range of learning contexts. Diversity in the learner population includes, but is not limited to, learners of varying ages, cultures, religions, sexual orientation, gender identities, international learners, refugee background learners, disabled learners, distance learners, and learners with care-experience

education agent means a person, body, or organisation acting on behalf of a signatory in relation to any aspect of their international learners' enrolment and study, including accommodation, and includes a subcontracted agent

educational instruction includes any –

- (a) class, course or programme approved under [section 524](#);
- (b) approved programme that a provider is accredited to provide under [section 441](#);
- (c) training scheme approved under [section 445](#);
- (d) consent to assess against standards granted under [section 449](#)

education quality assurance agency means an agency or agencies authorised by the Act to exercise quality assurance functions in respect of providers

expatriation in relation to international learners means the process of moving a person from one country or locality to another

fee protection mechanism means a mechanism approved in rules made under [section 452\(1\)\(e\)](#) of the Act

homestay means accommodation provided to an international learner in the residence of a family or household in which no more than 4 international learners are accommodated

house rules mean the house rules put in place by an accommodation provider of exempt student accommodation under [section 5B](#) of the [Residential Tenancies Act 1986](#)

learner means a domestic tertiary student, an international student (either a tertiary or school student), or an industry trainee or apprentice enrolled with a tertiary provider

learner ‘at risk’ means that a tertiary provider or school has reasonable grounds to believe that there is a serious issue relating to the learner’s health, safety, or wellbeing, including for example, the learner is unable to –

- (a) adequately protect themselves against serious harm; or
- (b) adequately safeguard their personal welfare

learning environment refers to the diverse physical and digital locations (e.g. teaching and learning, communal, and student accommodation), contexts, and cultures in which students learn

legal guardian means a person who, by court or testamentary appointment, is responsible for the learner’s wellbeing and safety and financial support, and provides for the care of the learner or international learner in their home country

licensed hostel means a school hostel that is licensed under the Education (Hostels) Regulations 2005

mana means a person’s intrinsic value and inherent dignity, whether derived from a person’s whakapapa (genealogy) and their belonging to a whānau, hapū, iwi, or family group, in accordance with tikanga Māori or its equivalent in the person’s culture

practices mean the policies and processes implemented by the institution to realise the outcomes set out in this code

resident means a learner who resides in student accommodation

residential caregiver, of an international learner aged under 18, means –

- (a) a homestay carer; or
- (b) a licensed school hostel manager or other person responsible for the care of international learners in a licensed school hostel; or
- (c) a designated caregiver; or
- (d) a manager of tertiary student accommodation that is exempt from the Residential Tenancies Act 1986 and covered by Part 5 of this code; or
- (e) in the case of temporary accommodation, a supervisor who is responsible for the care of international learners

routine check means a room visit and entry by a staff member of the provider where the provider has no cause for concern about the wellbeing or safety of the resident or another individual

signatory means a provider that has been approved by this code administrator to enrol international learners as a signatory to this code

stakeholders mean learners, staff, whānau, local communities, employers, iwi, and others who share a meaningful interest in the wellbeing and safety of learners enrolled with the provider

student accommodation means student accommodation which is exempt under section 5B of the Residential Tenancies Act 1986

tikanga means Māori customary systems of values and practices

wellbeing and safety means having a positive frame of mind, resilience, satisfaction with self, relationships, and experiences and progressing towards learning outcomes sought. It also means being healthy and feeling secure

welfare check means a room visit and entry by a staff member of the provider where the provider, having attempted to obtain the consent of the resident for the entry, has serious concerns about the wellbeing or safety of the resident or another individual

welfare management plan means a plan put in place by the provider that sets out the steps to be taken to ensure the wellbeing and safety of a resident who is assessed to be at risk

- (2) In this code, a reference to the age of a person is a reference to the age of the person on their last birthday.

03

Organisational structures to support a whole-of-provider approach to learner wellbeing and safety

(All requirements relate to domestic and international tertiary learners and are signatory requirements where they relate to international tertiary learners)



6. OUTCOME 1: A LEARNER WELLBEING AND SAFETY SYSTEM

Providers must take a whole-of-provider approach to maintain a strategic and transparent learner wellbeing and safety system that responds to the diverse needs of their learners.

7. Process 1: Strategic goals and strategic plans

- (1) Providers must have strategic goals and strategic plans for supporting the wellbeing and safety of their learners across their organisation, including student accommodation, describing how they will –
 - (a) give effect to the outcomes sought and processes required by this code; and
 - (b) contribute to an education system that honours Te Tiriti o Waitangi and supports Māori–Crown relations.
- (2) Providers must –
 - (a) regularly review their learner wellbeing and safety strategic goals and strategic plans as described in subclause (1); and
 - (b) make amendments to their learner wellbeing and safety strategic goals and strategic plans within a reasonable timeframe following the review.
- (3) Providers must work proactively with learners and stakeholders (and document this work) when –
 - (a) developing their learner wellbeing and safety strategic goals and strategic plans described in subclause (1); and
 - (b) reviewing their learner wellbeing and safety strategic goals and strategic plans described in subclause (2).

8. Process 2: Self-review of learner wellbeing and safety practices

- (1) Providers must use strategic goals and strategic plans described in clause 7(1) to regularly review the quality of their learner wellbeing and safety practices to achieve the outcomes and practices of this code, at a frequency or by a date determined by the code administrator.
- (2) Providers must review their learner wellbeing and safety practices using –
 - (a) input from diverse learners and other stakeholders; and
 - (b) relevant quantitative and qualitative data (including from learner complaints) that is, as far as practicable, and consistent with the provider's obligations under current privacy legislation, disaggregated by diverse learner groups.
- (3) Providers must, in a timely manner, following a review described in subclauses (1) and (2) take appropriate action to address any deficiencies in learner wellbeing and safety practices.

9. Process 3: Publication requirements

Providers must make the following information readily available, in accessible formats, to learners, staff and the general public, including on their websites (where available) –

- (a) strategic goals and strategic plans for supporting the wellbeing and safety of learners described in clause 7(1); and
- (b) revisions to strategic goals and strategic plans for supporting the wellbeing and safety of learners described in clause 7(2); and
- (c) self-review reports on the quality of their learner wellbeing and safety practices described in clause 8.

10. Process 4: Responsive wellbeing and safety systems

- (1) Providers must gather and communicate relevant information across their organisation (including student accommodation) and from relevant stakeholders to accurately identify emerging concerns about learners' wellbeing and safety or behaviour and take all reasonable steps to connect learners quickly to culturally appropriate social, medical, and mental health services.
- (2) Providers must provide staff with ongoing training and resources tailored to their roles in the organisation, in relation to –
 - (a) Te Tiriti o Waitangi; and
 - (b) the provider's obligations under this code; and
 - (c) understanding the welfare issues of diverse learner groups and appropriate cultural competencies; and
 - (d) identifying and timely reporting of incidents of racism, discrimination, and bullying; and
 - (e) physical and sexual violence prevention and response, including how to support a culture of disclosure and reporting; and
 - (f) privacy and safe handling of personal information; and
 - (g) referral pathways (including to local service providers) and escalation procedures; and
 - (h) identifying and timely reporting of incidents and concerning behaviours; and
 - (i) wellbeing and safety awareness and promotion topics, including –
 - (i) safe health and mental health literacy and support; and
 - (ii) suicide and self-harm awareness; and
 - (iii) promoting drug and alcohol awareness; and
 - (iv) promoting healthy lifestyles for learners.
- (3) Providers must have plans for assisting learners, and responding effectively, in emergency situations in the learning or residential community (whether localised or more widespread), including –
 - (a) making these plans readily available to learners when they begin their study; and
 - (b) ensuring that there are suitably prepared staff members available to be contacted by a learner, or learners, in the event of an emergency; and
 - (c) co-ordinating decision-making across the provider when responding to emergencies; and
 - (d) disseminating timely, accurate, consistent, and accessible information to learners and staff during emergencies; and
 - (e) ensuring all relevant staff are aware of the indicators of imminent danger to a learner or others and what action they can reasonably provide to help make them safe; and
 - (f) keeping a regularly updated critical incident and emergencies procedures manual which guides staff involved in emergency situations which contains the immediate and ongoing actions required including –
 - (i) engaging with relevant government agencies (e.g. the New Zealand Police, Ministry of Health, New Zealand Qualifications Authority, Tertiary Education Commission); and
 - (ii) the follow-up de-briefing processes to support all learners and relevant staff; and
 - (g) recording critical incidents and emergencies and reporting these back annually (at an aggregate level and, as far as practicable, disaggregated by diverse learner groups) to provider management, learners, other stakeholders, and the code administrator.

11. OUTCOME 2: LEARNER VOICE

Providers understand and respond to diverse learner voices and wellbeing and safety needs in a way that upholds their mana and autonomy.

12. Process 1: Learner voice

Providers must have practices for –

- (a) proactively building and maintaining effective relationships with diverse learner groups within their organisation; and
- (b) working with diverse learners and their communities to develop, review, and improve learner wellbeing and safety strategic goals, strategic plans and practices; and
- (c) providing formal and informal processes for actively hearing, engaging with, and developing the diverse range of learner voices and those of their communities; and
- (d) providing timely and accessible resources to learners to support them and their learner communities to develop the necessary skills to enable them to participate fully in decision-making processes; and
- (e) providing timely and accessible information to learners to increase transparency of providers' decision-making processes.

13. Process 2: Learner complaints

Providers must –

- (a) work with learners to effectively respond to, and process complaints (including appropriate engagement with support people); and
- (b) inform learners on how the complaint will be handled and how it is progressing; and
- (c) handle complaints in a timely and efficient way, including having practices that –
 - (i) are appropriate to the level of complexity or sensitivity of the complaint; and
 - (ii) consider the issues from a cultural perspective; and
 - (iii) include the provision of culturally responsive approaches that consider traditional processes for raising and resolving issues (for example, restorative justice); and
 - (iv) comply with the principles of natural justice; and

- (d) ensure that the complaints process is easily accessible to learners (and those supporting them), including having practices for –
 - (i) providing learners with clear information on how to use the internal complaints processes (including the relevant people to contact), and the scope and possible outcomes of the processes; and
 - (ii) addressing barriers to accessing this information (for example, due to language, lack of internet access, fear of reprisal, desire for anonymity), such as providing alternative ways of raising a complaint; and
 - (iii) providing an opportunity for a support person or people (who can be chosen by the learner) to guide and support the learner through the complaints process; and
 - (iv) providing the opportunity for groups of learners to make joint complaints; and
- (e) record complaints; and
- (f) report annually to provider management, learners, other stakeholders, and the code administrator (including on provider websites where available) on –
 - (i) the number and nature of complaints made and their outcomes (at an aggregate level and, as far as practicable, disaggregated by diverse learner groups); and
 - (ii) learner experience with the complaints process and the outcome of their complaint; and
- (g) promote and publicise complaint and dispute resolution processes available to learners including, but not limited to, the provider's internal complaints process, the education quality assurance agency complaints process, the code administrator's complaints process, and the Dispute Resolution Schemes; and

- (h) advise learners, on the next steps available to them if the provider does not accept the complaint (or the learner or provider perceives that the provider does not have the cultural competency to deal with it), or the learner is not satisfied that the provider has made adequate progress towards resolving the complaint, or the learner is not satisfied with the provider's internal complaints process or outcome, including –
 - (i) how to seek resolution of a contractual or financial dispute by way of a complaint or referral to an appropriate body or agency depending on the subject matter of the dispute, for example, the code administrator, the Dispute Resolution Scheme, the Disputes Tribunal, the Human Rights Commission or the Ombudsman; and
 - (ii) how to make a complaint to the code administrator if a learner believes that the provider is failing to meet the outcomes or requirements of this code.

14. Process 3: Compliance with the Dispute Resolution Scheme

- (1) Providers must ensure they are familiar with the relevant Dispute Resolution Scheme rules for domestic and international learners and ensure compliance with those rules in a dispute to which it is party.
- (2) Failure to comply with the relevant Dispute Resolution Scheme rules is a breach of this code and may trigger sanctions by the code administrator.

04

Wellbeing and safety practices for all tertiary providers

(All requirements relate to domestic and international tertiary learners and are signatory requirements where they relate to international tertiary learners)



Physical and digital learning environments

15. OUTCOME 3: SAFE, INCLUSIVE, SUPPORTIVE, AND ACCESSIBLE PHYSICAL AND DIGITAL LEARNING ENVIRONMENTS

Providers must foster learning environments that are safe and designed to support positive learning experiences of diverse learner groups.

16. Process 1: Safe and inclusive communities

- (1) Providers must have practices for –
 - (a) reducing harm to learners resulting from discrimination, racism (including systemic racism), bullying, harassment and abuse; and
 - (b) working with learners and staff to recognise and respond effectively to discrimination racism (including systemic racism), bullying, harassment and abuse; and
 - (c) promoting an inclusive culture across the learning environment; and
 - (d) upholding the cultural needs and aspirations of all groups throughout the learning environment; and
 - (e) providing all learners with information –
 - (i) that supports understanding, acceptance, and connection with all learners, and collective responsibility for an inclusive learning environment; and
 - (ii) about the cultural, spiritual, and community supports available to them; and
 - (f) providing learners with accessible learning environments where they can connect with others, build relationships, support each other, and welcome their friends, families, and whānau.

17. Process 2: Supporting learner participation and engagement

- (1) Providers must provide learners with opportunities to –
 - (a) actively participate and share their views safely in their learning environment; and
 - (b) connect, build relationships and develop social, spiritual and cultural networks; and
 - (c) use te reo and tikanga Māori to support Māori learners' connection to identity and culture.
- (2) Providers must have practices for supporting learners through their studies, including –
 - (a) enabling learners to prepare and adjust for tertiary study, and
 - (b) maintaining appropriate oversight of learner achievement and engagement; and
 - (c) providing the opportunity for learners to discuss, in confidence, any issues that are affecting their ability to study and providing learners with a response to their issues; and
 - (d) providing learners with advice on pathways for further study and career development, where appropriate.

18. Process 3: Physical and digital spaces and facilities

Providers must have practices for–

- (a) providing healthy and safe learning environments; and
- (b) identifying and, where possible, removing access barriers to provider facilities and services; and
- (c) involving learners in the design of physical and digital environments when making improvements; and
- (d) engaging with Māori and involving Māori in the design of physical and digital environments where appropriate.

19. OUTCOME 4: LEARNERS ARE SAFE AND WELL

Providers must support learners to manage their physical and mental health through information and advice, and identify and respond to learners who need additional support.

20. Process 1: Information for learners about assistance to meet their basic needs

- (1) Providers must have practices for enabling all learners and prospective learners to identify and manage their basic needs (the essential material requirements to support wellbeing and safety including housing, food and clothing), including providing accurate, timely and tailored information on how they can –
 - (a) access services through the provider or through community and public services that will help them maintain reasonable standards of material wellbeing and safety; and
 - (b) access suitable accommodation and understand their rights and obligations as a tenant in New Zealand; and
 - (c) maintain a healthy lifestyle.
- (2) If food is made available by the provider on campus or in student accommodation, the provider must ensure that the food available includes a range of healthy food options that is obtainable at a reasonable cost.

21. Process 2: Promoting physical and mental health awareness

Providers must have practices for –

- (a) providing opportunities and experiences for learners that improve their physical and mental health and wellbeing and safety; and
- (b) promoting awareness of practices that support good physical and mental health that are credible and relevant to learners; and
- (c) supporting learners' connection to their language, identity, and culture; and

- (d) providing accurate, timely information and advice to learners about –
 - (i) how they can access medical and mental health services through the provider or through community and public services, including culturally responsive services; and
 - (ii) how they can report health and safety concerns they have for their peers; and
 - (iii) how to respond to an emergency and engage with relevant government agencies; and
 - (iv) how they can make positive choices that enhance their wellbeing.

22. Process 3: Proactive monitoring and responsive wellbeing and safety practices

- (1) Providers must have practices for –
 - (a) requesting that domestic learners 18 years and over provide a name and up-to-date contact details of a nominated person; and
 - (b) describing the circumstances in which the nominated person referred to in paragraph (a) should be contacted in relation to their wellbeing and safety; and
 - (c) contacting the person nominated by domestic learners 18 years and over, in the circumstances described in accordance with paragraph (b), or where the provider has reasonable grounds for believing that the disclosure is necessary to prevent or lessen a serious threat to the student's life or health; and
 - (d) enabling learners to communicate health and mental health needs with staff in confidence, including accommodation staff, so that the provider can proactively offer them support; and
 - (e) providing opportunities for learners to raise concerns about themselves or others in confidence; and
 - (f) identifying learners at risk and having clear and appropriate pathways for assisting them to access services when they need it; and

- (g) identifying learners who are at risk of harming others, and –
 - (i) having clear and appropriate pathways for assisting them to access services when they need it; and
 - (ii) protecting learners and staff who experience harm from other learners and/or staff, including sexual assault; and
 - (h) making arrangements with disabled learners or those affected by health and wellbeing difficulties to accommodate learning needs, including for study off-campus; and
 - (i) responding to disruptive and threatening behaviour in a way that is sensitive to a learner's situation; and
 - (j) supporting learners whose study is interrupted due to circumstances outside their control, and providing inclusive, accessible re-entry processes for their transition back into tertiary study.
- (2) Providers must have up-to-date contact details and next of kin for domestic tertiary learners under 18 and international tertiary learners.
 - (3) Providers must contact the next of kin for domestic tertiary learners under 18 years and international tertiary learners if there is concern regarding the wellbeing or safety of a learner.
 - (4) Providers must maintain a record of reported risks, including any concerns raised in relation to the effective administration of this code.

05

Additional wellbeing and safety practices in tertiary student accommodation (in relation to domestic and international tertiary learners)

(All requirements relate to domestic and international tertiary learners and are signatory requirements where they relate to international tertiary learners. Tertiary providers are responsible for ensuring requirements are met in student accommodation)



23. OUTCOME 5: A POSITIVE, SUPPORTIVE AND INCLUSIVE ENVIRONMENT IN STUDENT ACCOMMODATION

Providers must ensure that student accommodation promotes and fosters a supportive and inclusive community which support the wellbeing and safety of residents.

24. Process 1: Information and promotional activities

- (1) Providers must ensure student accommodation has practices for –
 - (a) ensuring residents receive clear, sufficient, accurate and transparent information and advice about the type and nature of student accommodation and services provided; and
 - (b) using information provided by prospective residents at the time of application, to help plan their transition into student accommodation; and
 - (c) working with residents to develop and provide information and tools that help residents understand their responsibilities within a communal living environment, including those relating to diversity; and
 - (d) providing residents with learning and peer support, and information on –
 - (i) self-care and positive wellbeing and safety; and
 - (ii) how to access wellbeing services on campus and in the community; and
 - (iii) how to provide peer support to other residents; and
 - (e) providing residents with information and advice on what action to take in an emergency and the mechanisms for reporting incidents and raising health and safety concerns.
- (2) The information required by this clause must be readily available, accessible, and promoted to residents.

25. Process 2: Accommodation staff

Providers must ensure that –

- (a) accommodation staff are provided with ongoing training and resources that are appropriate for their role as set out in clause 10(2); and
- (b) the experience and training of accommodation staff is appropriate for the type and nature of accommodation that is being provided; and
- (c) there is managerial oversight of accommodation staff at all times (24 hours a day, 7 days a week) so that issues can be escalated when they occur; and
- (d) the level of live-in accommodation staffing provides appropriate oversight and support for residents based on the type and nature of accommodation (for example, a higher level of staffing for halls of residence primarily intended for first-year learners); and
- (e) there is ongoing wellbeing support for accommodation staff.

26. Process 3: Accommodation staff must be fit and proper persons

Providers must take all reasonable steps to ensure that each member of the accommodation staff –

- (a) is suitable for employment in student accommodation; and
- (b) are the subject of a Police vet where required under the Children's Act 2014 if the accommodation includes learners who are under 18.

27. Process 4: Proactive monitoring of residents' wellbeing and safety and responsive wellbeing and safety practices

- (1) Providers must ensure student accommodation has practices for –
 - (a) working with residents to evaluate their needs and planning how these can be reasonably and practicably met and monitored; and
 - (b) having clearly defined processes within the student accommodation for –
 - (i) residents, staff, or visitors to be able to report a cause for concern about a resident's behaviour; and
 - (ii) referring and responding to instances of resident behaviours that are a risk to self or others; and
 - (c) having appropriate welfare safeguards, including –
 - (i) developing and implementing a welfare management plan for residents assessed as being at risk, that includes welfare checks and which could include referral to external services; and
 - (ii) systems to regularly check that residents continue to be active within their student accommodation and, if a resident is identified as being at risk, developing and implementing a welfare management plan; and
 - (iii) appropriate arrangements for residents under 18, including for effective communication with a parent or legal guardian regarding wellbeing and safety; and
 - (iv) welfare checks, which may be undertaken where reasonable in the circumstances (this information must be clearly set out in the house rules for residents); and
 - (v) routine checks providing 24 hours' notice to a resident if staff members will be entering a resident's room.

- (2) Providers must have a link between student accommodation and its organisation's wider information gathering and communication system described in clause 10(1), to report any emerging concerns about a resident's wellbeing or their behaviour, so residents can be connected quickly to the appropriate services.
- (3) Providers must ensure that there is a critical incident and emergency procedures manual in student accommodation which –
 - (a) is consistent with the provider's wider organisational manual described in clause 10(3)(e); and
 - (b) includes plans for residents when it becomes unsuitable or unsafe for them to remain in student accommodation in an emergency.

28. Process 5: A safe and inclusive residential community

In addition to the requirements described in outcome 3, providers must ensure student accommodation has practices for –

- (a) ensuring that house rules are clear, reasonable, and accessible to residents, and that they promote and encourage –
 - (i) resident safety; and
 - (ii) a sense of community and association with fellow residents; and
 - (iii) learning and personal growth; and
 - (iv) residents and staff working together to ensure a positive and respectful community; and
- (b) working with residents to –
 - (i) develop and improve house rules; and
 - (ii) develop and maintain appropriate initiatives to build a sense of community within student accommodation; and
 - (iii) promote responsible social behaviour and academic success.

29. OUTCOME 6: ACCOMMODATION ADMINISTRATIVE PRACTICES AND CONTRACTS

Providers must ensure that student accommodation contracts and practices are transparent, reasonable, and responsive to the wellbeing and safety needs of residents.

30. Process 1: General principles

Providers must ensure that student accommodation providers have practices that include –

- (a) disclosing on its website –
 - (i) the ownership structure and operator details of its student accommodation arrangements; and
 - (ii) the details of the wellbeing and safety practices offered at each student accommodation facility; and
- (b) a human resource strategy which –
 - (i) requires the job descriptions for all accommodation staff to clearly describe –
 - a. the duties and responsibilities of the role in relation to the learner wellbeing and safety; and
 - b. the relevant competencies and attributes that a person must demonstrate to be able to fulfil that role, and the ongoing training that will be available to develop these competencies; and
 - (ii) sets out the support services that are available to ensure the wellbeing and safety of accommodation staff in carrying out their duties and responsibilities.

31. Process 2: Student accommodation contracts

- (1) Providers must ensure that a student accommodation contract with a resident –
 - (a) is clear, accessible and concise; and
 - (b) sets out the responsibilities of the provider and the resident; and
 - (c) advises residents of the requirements for –
 - (i) information sharing across the provider; and
 - (ii) the regular processes for checking on residents; and
 - (d) sets out the deposit, bond components, fees, refund policy and penalties; and
 - (e) sets out the complaints, conflict resolution, and disciplinary processes in relation to residents.
- (2) Providers must ensure that the student accommodation contract used with residents is reviewed and updated regularly to ensure it remains fit for purpose in relation to wellbeing and safety matters, taking into account the views of learners and their representative bodies.
- (3) Providers must ensure student accommodation refund policies –
 - (a) are reasonable; and
 - (b) provide residents (or a parent or legal guardian of residents under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
- (4) Providers must ensure student accommodation providers give prospective residents a copy of the house rules, and information about the complaints process and the Dispute Resolution Scheme before they sign the accommodation contract.
- (5) Providers must ensure that accommodation providers keep a log of complaints received from residents concerning a breach or breaches of this code in relation to student accommodation and make this log available to the residents.

32. OUTCOME 7: STUDENT ACCOMMODATION FACILITIES AND SERVICES

Providers must ensure that student accommodation facilities and services are maintained to a standard sufficient to support residents' wellbeing and safety and educational success.

33. Process:

- (1) Providers must ensure that student accommodation facilities and services –
 - (a) respond effectively to the diverse needs of residents and make necessary adjustments where practicable; and
 - (b) provide accessible spaces for a range of interests, activities and needs; and
 - (c) are secure, clean, dry, warm, comfortable, accessible, and is conducive to study and a variety of learning styles; and
 - (d) provide utilities, services and other facilities that are adequate and appropriate for the character and size of the residential community; and
 - (e) have appropriate insurance cover; and
 - (f) are funded adequately to carry out strategic goals and strategic plans for student accommodation, including repairs, replacement, and improvements; and
 - (g) have adequate and appropriate controls in place to ensure accountability for financial processes including –
 - (i) providing receipts for all financial transactions with the resident; and
 - (ii) providing residents with up-to-date information on what they owe to the accommodation provider.
- (2) Providers must ensure that any alterations, maintenance and repairs to student accommodation are undertaken in a timely manner that minimises interference with the quiet enjoyment of the residents.

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Additional wellbeing and safety practices for tertiary providers (signatories) enrolling international learners

(These requirements for providers enrolling international tertiary learners are in addition to the requirements for Part 3, Part 4, and Part 5)



34. OUTCOME 8: RESPONDING TO THE DISTINCT WELLBEING AND SAFETY NEEDS OF INTERNATIONAL TERTIARY LEARNERS

Signatories must ensure that practices under this code respond effectively to the distinct wellbeing and safety needs of their diverse international tertiary learners.

35. Process:

Signatories must engage with diverse international tertiary learners to understand their wellbeing and safety needs under the outcomes of Parts 3, 4 and 5 of this code.

36. OUTCOME 9: PROSPECTIVE INTERNATIONAL TERTIARY LEARNERS ARE WELL INFORMED

Signatories ensure that prospective international tertiary learners receive clear, accessible, accurate and sufficient information, and make informed choices about the study and services a signatory provides before they begin their study.

37. Process 1: Marketing and promotion

Each signatory must have marketing and promotion practices, that include –

- (a) proactively seeking to understand the information needs of prospective international tertiary learners; and
- (b) developing and providing information to prospective international tertiary learners and reviewing the information to ensure it is kept up to date; and
- (c) ensuring that prospective international tertiary learners receive, as a minimum, up-to-date accessible and timely information about the following –
 - (i) the signatory's quality assurance evaluations; and
 - (ii) the educational instruction, staffing, facilities, and equipment available to international tertiary learners; and
 - (iii) the [Dispute Resolution Scheme](#); and
 - (iv) potential learning outcomes for international tertiary learners, including pathways for further study, employment, and residency where applicable; and
 - (v) estimated study and living costs for international tertiary learners, including any additional fees or levies that are on top of the basic tuition fee; and
 - (vi) accommodation and transport, or ways to obtain such information.

38. Process 2: Managing and monitoring education agents

Signatories must have practices for effectively managing and monitoring the performance and conduct of education agents in relation to learner safety and wellbeing under this code, including –

- (a) carrying out and recording reference checks on potential education agents to ensure as far as possible that they are not involved in any conduct that is false, misleading, deceptive, or in breach of the law; and
- (b) entering into written contracts with each of its education agents; and
- (c) during the term of a contract, monitoring the activities and performance of its education agents in relation to –
 - (i) their obligations as specified in the contract; and
 - (ii) whether they provide prospective and enrolled international tertiary learners with reliable information and advice about studying, working, and living in New Zealand; and
 - (iii) whether they act with integrity and professionalism in their dealings with prospective and enrolled international tertiary learners; and
 - (iv) whether they have engaged in any activity or conduct that, in the opinion of the signatory, is or may be in breach of the law or that jeopardises the signatory's compliance with this code; and
- (d) managing the education agents by –
 - (i) terminating contracts with an agent if there is evidence which, on balance of probabilities, shows that the education agent –
 - a. has been involved in any serious, deliberate, or ongoing conduct that is false, misleading, deceptive, or in breach of the law; or
 - b. has jeopardised the signatory's compliance with this code; or
 - (ii) taking appropriate action to address misconduct by act or an omission by an education agent in relation to the other matters described in subclause (c); and
- (e) ensuring that its education agents have access to, and maintain, up-to-date information relevant to their duties as specified in the contracts with the signatory.

39. OUTCOME 10: OFFER, ENROLMENT, CONTRACTS, INSURANCE AND VISA

Signatories must have practices for enabling learners to make well-informed enrolment decisions in relation to the educational outcomes being sought by the learner and ensuring that all relevant parties are clear about their interests and obligations prior to entering into the enrolment contract.

40. Process 1: Offer of educational instruction

Signatories must ensure that the educational instruction offered to international tertiary learners is in accordance with the Act and is appropriate for international tertiary learners' expectations, English language proficiency, academic ability, and the educational outcomes being sought.

41. Process 2: Information to be provided before entering contract

- (1) Signatories must have practices that ensure prospective international tertiary learners (or the parents or legal guardian of international students under 18 years) receive, as a minimum, accurate, timely and tailored information about the following before entering into a contract with the learner –
 - (a) the most recent results of their evaluations by education quality assurance agencies; and
 - (b) quality improvement or compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international tertiary learners; and
 - (c) the education provided and its outcome, for example, whether a qualification is granted; and
 - (d) refund conditions that comply with the process in clause 46; and
 - (e) staffing, facilities, and equipment; and
 - (f) available services and supports; and
 - (g) insurance and visa requirements for receiving educational instruction from the signatory; and
 - (h) this code and the relevant [Dispute Resolution Scheme Rules](#); and
 - (i) full costs related to an offer of educational instruction.

- (2) Each signatory must ensure that, before entering into a contract of enrolment or enrolling with the signatory, each international tertiary learner (or the parents or legal guardian of international students under 18 years) is informed of the learner's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

42. Process 3: Contract of enrolment

- (1) Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international tertiary learner (or the parents or legal guardian of international students under 18 years) that includes the following information and terms –
 - (a) clear information about the beginning and end dates of enrolment; and
 - (b) the grounds for terminating the contract of enrolment; and
 - (c) the circumstances under which the learner's conduct may be in breach of the contract of enrolment; and
 - (d) the type of disciplinary action short of termination of the contract of enrolment, that may be taken by the signatory against the student (for example suspension or exclusion); and
 - (e) the process that the signatory must follow when seeking to terminate the contract of enrolment under paragraph (b) or to take disciplinary action under paragraph (d).
- (2) Each signatory must ensure that the contract of enrolment is fair and reasonable.

43. Process 4: Disciplinary action

Any process undertaken under clause 42(1)(e) for terminating the contract of enrolment under clause 42(1)(b) or for taking disciplinary action under clause 42(1)(d) must be in accordance with the principles of natural justice (which includes those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).

44. Process 5: Insurance

- (1) Each signatory must have practices that ensure, as far as practicable, each international tertiary learner who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering –
 - (a) the international tertiary learner's travel –
 - (i) to and from New Zealand; and
 - (ii) within New Zealand; and
 - (iii) if the travel is part of the educational instruction, outside New Zealand; and
 - (b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
 - (c) repatriation or expatriation of the international tertiary learner as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
 - (d) death of the international tertiary learner, including cover of –
 - (i) travel costs of family members to and from New Zealand; and
 - (ii) costs of repatriation or expatriation of the body; and
 - (iii) funeral expenses.
- (2) Subclause (1)(a)(i) and (ii) includes the international tertiary learner's travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).
- (3) Subclause (1)(a)(i) does not include the international tertiary learner's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

45. Process 6: Immigration matters

Signatories must have practices that as far as possible will ensure that international tertiary learners are entitled to study in New Zealand under the Immigration Act 2009, including –

- (a) ensuring that each international tertiary learner who enrolls with the signatory has the necessary immigration status for study in New Zealand; and

- (b) reporting to Immigration New Zealand known or suspected breaches of visa conditions by international tertiary learners; and
- (c) notifying Immigration New Zealand of terminations of enrolment.

46. Process 7: Student fee protection and managing withdrawal and closure

- (1) Signatories must ensure that –
 - (a) fees paid by international tertiary learners are secure and protected in the event of student withdrawal or the ending of educational instruction or the closure of a signatory; and
 - (b) its refund policies are fair and reasonable; and
 - (c) it provides its international tertiary learners (or the parents or legal guardian of international tertiary learners under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
- (2) A refund policy must include refund conditions for the following situations –
 - (a) failure by an international tertiary learner to obtain a study visa; and
 - (b) voluntary withdrawal by an international tertiary learner; and
 - (c) the signatory ceasing to provide a course of educational instruction as contracted with an international tertiary learner, whether as the result of a decision by the signatory or as required by an education quality assurance agency; and
 - (d) the signatory ceasing to be a signatory; and
 - (e) the signatory ceasing to be a provider.
- (3) In the situation in subclause (2)(c) or (d), the tertiary signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows –
 - (a) refund the amount in question to the international tertiary learner (or the learner's parent or legal guardian); or
 - (b) if directed by the international tertiary learner or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount agreed with the student (or the student's parent or legal guardian if the student is under 18 years) to another signatory.

47. OUTCOME 11: INTERNATIONAL LEARNERS RECEIVE APPROPRIATE ORIENTATIONS, INFORMATION AND ADVICE

Signatories must ensure that international tertiary learners have the opportunity to participate in well-designed and age-appropriate orientation programmes and continue to receive relevant information and advice to support achievement, wellbeing and safety.

48. Process: Provision of information

Signatories must –

- (a) ensure that information and advice provided by the signatory to international tertiary learners is accurate, age-appropriate, up to date and presented in a way that meets the ongoing needs of diverse learners; and
- (b) ensure that ongoing provision of information and advice is appropriate to the needs of the learner (or the parents or legal guardian of international learners under 18 years) within the particular learning, communal and residential context; and
- (c) provide the names and contact details of designated staff members responsible for international tertiary learner support; and
- (d) provide appropriate information relating to health and safety of international tertiary learners (including in relation to any disabilities or impairments a learner may have); and
- (e) provide information about the termination of enrolment; and
- (f) provide information to international tertiary learners (or the parents or legal guardian of international learners under 18 years) about their legal rights and obligations and, where possible, the risks when learners receive or accept advice or services; and
- (g) provide information about the international tertiary learner's rights and entitlements, including any entitlement to a fee refund, if the learner voluntarily withdraws from the educational instruction; and

- (h) provide each international tertiary learner with full information and advice on –

- (i) all relevant policies of the signatory; and
- (ii) the services, support, and facilities that the signatory offers; and
- (iii) where applicable, how to adjust to a different cultural environment; and

- (iv) where applicable –

- a. minimum wages and labour conditions in New Zealand
- b. maximum hours of work permitted under visa conditions; and
- c. how to access information and support regarding employment; and
- d. how to report misconduct by employers; and

- (i) for an international tertiary learner under 18 years ensure where applicable, that any parent, legal guardian, or residential caregiver of the learner has access to the information, advice or programme that has been provided to the learner.

49. OUTCOME 12: SAFETY AND APPROPRIATE SUPERVISION OF INTERNATIONAL TERTIARY LEARNERS

Signatories ensure that international tertiary learners are safe and appropriately supervised in their accommodation and effectively communicate with the parents or legal guardian of learners under 18 years.

50. Process 1: International tertiary learners under 18 years

- (1) In relation to international tertiary learners under 18 years, each signatory must have additional practices including –
 - (a) not enrolling an international tertiary learner 10 years or older but under 18 years who does not live with a parent or legal guardian unless –
 - (i) the learner is in a properly supervised group of learners whose educational instruction is not for more than 3 months; or
 - (ii) the learner is in the care of the manager of tertiary student accommodation covered in Part 5 of this code; and
 - (iii) the learner is in the care of a residential caregiver; and
 - (b) maintaining effective communications with the parents, legal guardian, or residential caregivers of international tertiary learners concerning their wellbeing and progress in study; and
 - (c) ensuring that at least 1 staff member is designated to proactively monitor and address any concerns about international tertiary learners under 18 years; and
 - (d) if the international tertiary learner is in the care of a residential caregiver, –
 - (i) ensuring that a plan is in place for the transfer of care of the learner from the residential caregiver to the learner's parent or legal guardian, or another person approved by the parent or legal guardian, for –
 - a. each transfer that occurs during the period of enrolment; and
 - b. the transfer that occurs at the end of enrolment; and
 - (ii) ensuring that the parent or legal guardian is notified of each transfer plan.

51. Process 2: International tertiary learners under 10 years

- (1) Each signatory must ensure that its international tertiary learners under 10 years live with a parent or legal guardian.
- (2) The requirements in clauses 49 and 50 apply, in addition to this clause, to international tertiary learners who are under 10 years.

52. Process 3: Decisions requiring written agreement of parent or legal guardian

Each signatory must ensure that, where appropriate, it obtains the written agreement of the parent or legal guardian of an international tertiary learner under 18 years with respect to decisions affecting the learner.

53. Process 4: Accommodation for international tertiary learners under 18 years

- (1) In relation to an international tertiary learner under 18 years who is in the care of a residential caregiver while living in accommodation that is **not subject to Part 5** of this code, the signatory must –
 - (a) ensure that the learner's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) ensure that the safety check referred to in clause 54 is completed and is up to date; and
 - (c) ensure that an appropriate check is completed and is up to date for each person who is 18 years or over and who resides at the residential caregiver's accommodation, for the purpose of ensuring the safety of the learner; and
 - (d) have a written agreement with the residential caregiver that specifies the role and responsibilities of each party in relation to the care of the learner; and
 - (e) maintain effective communication with the learner and the learner's parent or legal guardian when accommodation issues arise, and take responsibility for addressing those issues, including reporting them to relevant authorities and moving learners to appropriate accommodation; and
 - (f) conduct sufficient learner interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the learner, the length of the stay, and other relevant factors; and

- (g) if the learner's residential caregiver is a designated caregiver ensure that the parent or legal guardian of the learner has provided written agreement that the designated caregiver will be subject to the signatory's approval and that the signatory is not responsible for the learner's day-to-day care when the learner is in the custody of the designated caregiver; and
 - (h) if the learner's residential caregiver is a supervisor described in clause 54(3), ensure that the parent or legal guardian of the learner has provided written agreement that the signatory is not responsible for the learner's day-to-day care when the learner is in the custody of that supervisor; and
 - (i) ensure that there is appropriate separation of international tertiary learners from others of different ages in the accommodation; and
 - (j) ensure that the learner is appropriately supervised in the accommodation.
- (2) For the purposes of clause 53(1)(c), a person who is 18 years or over and who resides at the residential caregiver's accommodation includes a person of that age who –
- (a) temporarily resides at that accommodation; or
 - (b) is or will be residing at that accommodation for 1 or more periods in any month (whether or not for valuable consideration), each period of which is 5 or more consecutive nights.
- (3) To avoid doubt, if the residential caregiver is a supervisor described in clause 54(3) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the international tertiary learner.
- 54. Process 5: Safety checks and appropriate checks for learners under 18 years**
- (1) The safety check for the residential caregiver referred to in clause 53(1)(b) must include –
- (a) a confirmation of identity; and
 - (b) a reference check that includes contacting at least 1 of the following persons or bodies for the purpose of obtaining information that the signatory considers relevant to a risk assessment –
 - (i) the residential caregiver's current or previous employer, professional body, or registration authority; and
 - (ii) the licensing authority that is relevant to the residential caregiver's business or professional activities; and
 - (iii) a person who is not related to the residential caregiver; and
 - (c) a police vet, to obtain information that is relevant to a risk assessment; and
 - (d) an interview with the residential caregiver, to obtain information that the signatory considers relevant to a risk assessment; and
 - (e) a risk assessment that takes into account all of the information that was obtained under paragraphs (a) to (d), to determine whether the residential caregiver poses a risk to the safety of the international tertiary learner; and
- (2) The safety check for the residential caregiver referred to in clause 53(1)(b) is **up to date** if it is completed within 3 years after the date of the latest safety check.
- (3) Subclause (1)(b) to (e) does not apply to a residential caregiver who –
- (a) is a supervisor referred to in paragraph (e) of the definition of residential caregiver in clause 5(1); and
 - (b) is not a resident of New Zealand; and
 - (c) is travelling with, and accompanying, the international tertiary learner for the purpose of supervising them during the learner's educational instruction.
- (4) An appropriate check referred to in clause 53(1)(c) is **up to date** if it is completed within 3 years after the date of the latest check.
- 55. Process 6: Accommodation for international tertiary learners 18 or over**
- (1) In relation to an international tertiary learner 18 years or over who lives in accommodation provided or arranged by a signatory and **not subject to Part 5**, the signatory must –
- (a) ensure that the learner's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) maintain effective communication with the learner when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.
- (2) In this clause, accommodation issues include issues of health and wellbeing arising from a learner's accommodation or connected with it.

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Wellbeing and safety practices for schools enrolling international learners

What signatories must do



56. OUTCOME 13: MARKETING AND PROMOTION

Signatories must ensure that the marketing and promotion to prospective international school learners of services provided by signatories includes clear, sufficient, and accurate information enabling those learners to make informed choices about the services provided.

57. Process:

Each signatory must –

- (a) proactively seek to understand the information needs of prospective international school learners; and
- (b) develop and provide information to prospective international school learners and review the information to ensure it is kept up to date; and
- (c) ensure that prospective international school learners receive, as a minimum, up-to-date and timely information about the following –
 - (i) the signatory's quality assurance evaluations; and
 - (ii) the educational instruction, staffing, facilities, and equipment available to international learners; and
 - (iii) the relevant Dispute Resolution Scheme Rules; and
 - (iv) potential learning outcomes for international learners, including pathways for further study, employment, and residency where applicable; and
 - (v) estimated study and living costs for international learners; and
 - (vi) accommodation and transport, or ways to obtain such information.

58. OUTCOME 14: MANAGING AND MONITORING EDUCATION AGENTS

Signatories must effectively manage and monitor their education agents to ensure that those education agents –

- (a) provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and
- (b) act with integrity and professionalism towards prospective international school learners; and
- (c) do not breach the law or jeopardise the signatory's compliance with this code.

59. Process:

Each signatory must –

- (a) carry out and record reference checks on potential education agents to ensure as far as possible that they have not been involved in any conduct that is false, misleading, deceptive, or in breach of the law; and
- (b) enter into written contracts with each of its education agents; and
- (c) during the term of a contract, monitor the activities and performance of its education agents in relation to –
 - (i) their obligations as specified in the contract; and
 - (ii) whether they provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and
 - (iii) whether they act with integrity and professionalism in their dealings with prospective international school learners; and
 - (iv) whether they have engaged in any activity or conduct that, in the opinion of the signatory, is or may be in breach of the law or that jeopardises the signatory's compliance with this code; and

(d) manage the education agents by –

- (i) terminating contracts with an education agent if there is evidence which, on balance of probabilities, shows that the agent –
 - a. has been involved in any serious, deliberate, or ongoing conduct that is false, misleading, deceptive, or in breach of the law; or
 - b. has jeopardised the signatory's compliance with this code; or
- (ii) taking appropriate action to address conduct or an omission by an education agent in relation to the other matters described in subclause (c); and
- (e) ensure that its education agents have access to, and maintain, up-to-date information relevant to their duties as specified in the contracts with the signatory.

60. OUTCOME 15: OFFER, ENROLMENT, CONTRACTS, AND INSURANCE

Signatories must –

- (a) support international school learners (or the parents or legal guardian of international school learners under 18 years) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought; and
- (b) ensure that international school learners (or the parents or legal guardian of international school learners under 18 years) have the information required to understand their interests and obligations before entering into a legally binding contract with a signatory; and
- (c) ensure that each contract of enrolment is fair and reasonable; and
- (d) ensure that any disciplinary action is taken in accordance with the principles of natural justice; and
- (e) ensure that international school learners have the appropriate insurance coverage, including insurance covering travel costs, medical care, and costs associated with repatriation, expatriation, and funeral expenses; and
- (f) ensure that proper documentation is kept and, where appropriate, provided to international school learners (or the parents or legal guardian of international school learners under 18 years).

61. Process 1: Offer of educational instruction

Each signatory must ensure that the educational instruction on offer is in accordance with the Act and is appropriate for international school learners' expectations, English language proficiency, and academic capability.

62. Process 2: Information to be provided before entering contract

- (1) Each signatory must ensure international school learners receive, as a minimum, information about the following before entering into a contract with the learner –
 - (a) the most recent results of their evaluations by education quality assurance agencies; and
 - (b) compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international school learners; and
 - (c) the education provided and its outcome, for example, whether a qualification is granted; and
 - (d) refund conditions that comply with the outcome and process in clauses 80 and 81; and
 - (e) staffing, facilities, and equipment; and
 - (f) available services and supports; and
 - (g) insurance and visa requirements for receiving educational instruction from the signatory; and
 - (h) this code and the relevant Dispute Resolution Scheme Rules; and
 - (i) full costs related to an offer of educational instruction.
- (2) Each signatory must ensure that, before entering into a contract of enrolment or enrolling with the signatory, each international school learner (or the parents or legal guardian of international students under 18 years) is informed of the learner's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

63. Process 3: Contract of enrolment

- (1) Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international school learner that includes the following information and terms –
 - (a) clear information about the beginning and end dates of enrolment; and
 - (b) the grounds for terminating the contract of enrolment; and
 - (c) the circumstances under which the school learner's conduct may be in breach of the contract of enrolment (including conduct that occurs while the learner is not under the immediate supervision or control of the signatory); and
 - (d) the type of disciplinary action short of termination of the contract of enrolment that may be taken by the signatory against the student (for example suspension or exclusion); and
 - (e) the process that the signatory must follow when seeking to terminate the contract of enrolment under paragraph (b) or to take disciplinary action under paragraph (d).
- (2) Each signatory must ensure that the contract of enrolment is fair and reasonable.

64. Process 4: Disciplinary action

Any process undertaken under clause 63(1)(e) for terminating the contract of enrolment under clause 63(1)(b) or for taking disciplinary action under clause 63(1)(d) must be in accordance with the principles of natural justice (which includes those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).

65. Process 5: Insurance

- (1) Each signatory must ensure that, as far as practicable, each international school learner who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering –
 - (a) the school learner's travel –
 - (i) to and from New Zealand; and
 - (ii) within New Zealand; and
 - (iii) if the travel is part of the educational instruction, outside New Zealand; and
 - (b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
 - (c) repatriation or expatriation of the school learner as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
 - (d) death of the school learner, including cover of –
 - (i) travel costs of family members to and from New Zealand; and
 - (ii) costs of repatriation or expatriation of the body; and
 - (iii) funeral expenses.
- (2) Subclause (1)(a)(i) and (ii) includes the school learner's travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).
- (3) Subclause (1)(a)(i) does not include the school learner's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

66. Process 6: Decisions requiring written agreement of parent or legal guardian

Each signatory must ensure that, where appropriate, it obtains the written agreement of the parent or legal guardian of an international school learner under 18 years with respect to decisions affecting the learner.

67. OUTCOME 16: IMMIGRATION MATTERS

Signatories must –

- (a) ensure that they do not allow or continue to allow a person to undertake educational instruction if that person is not entitled under the Immigration Act 2009 to undertake the educational instruction; and
- (b) take reasonable precautions and exercise due diligence in ascertaining whether international school learners are entitled under the Immigration Act 2009 to undertake the educational instruction for which they enrol.

68. Process:

Each signatory must –

- (a) ensure that each international school learner who enrolls with the signatory has the necessary immigration status for study in New Zealand; and
- (b) report to Immigration New Zealand known or suspected breaches of visa conditions by international school learners; and
- (c) notify Immigration New Zealand of terminations of enrolment.

69. OUTCOME 17: ORIENTATION

Signatories must ensure that international school learners have the opportunity to participate in a well-designed and age-appropriate programme that provides the information and advice necessary for a learner at the outset of their educational instruction.

70. Process:

- (1) Each signatory must ensure its orientation programme –
 - (a) provides each international school learner with full information and advice on all relevant institutional policies; and
 - (b) provides each international school learner with full information and advice on the services, support, and facilities that the signatory offers; and
 - (c) provides the names and contact details of designated staff members responsible for international school learner support; and
 - (d) provides appropriate information relating to health and safety of international school learners; and
 - (e) provides information about complaints procedures for international school learners, both internal and external; and
 - (f) provides information about the termination of enrolment; and
 - (g) provides information about the school learner's rights and entitlements, including any entitlement to a fee refund, if the learner voluntarily withdraws from the educational instruction.
- (2) For an international school learner under 18 years, a signatory must ensure, where applicable, that any parent, legal guardian, or residential caregiver of the learner who is in New Zealand and accompanying the learner has access to the orientation information or programme that has been provided to the learner.

71. OUTCOME 18: SAFETY AND WELLBEING

Signatories must –

- (a) provide a safe study environment for international school learners; and
- (b) provide adequate support for the wellbeing of international school learners; and
- (c) as far as practicable, ensure that international school learners live in a safe environment.

72. Process 1: General

Each signatory must –

- (a) respond fairly and effectively to instances of inappropriate behaviour by, or impacting on, an international school learner; and
- (b) develop and maintain policies for managing inappropriate behaviour that are communicated to staff and learners and effectively implemented; and
- (c) advise international school learners on how to –
 - (i) report and address health and safety issues (for both on campus and off campus activities); and
 - (ii) respond to an emergency (for both on campus and off campus activities); and
 - (iii) access health and counselling services; and
 - (iv) engage with relevant government agencies such as the New Zealand Police and the department responsible for administering the [Oranga Tamariki Act 1989](#); and
- (d) have up-to-date contact details for each international school learner and their next of kin; and
- (e) ensure that at all times there is at least 1 staff member available to be contacted by an international school learner in an emergency.

73. Process 2: International school learners under 18 years

- (1) In relation to international school learners under 18 years, each signatory must –
 - (a) not enrol an international school learner 10 years or older but under 18 years who does not live with a parent or legal guardian unless –
 - (i) the school learner is in a properly supervised group of learners whose educational instruction is not for more than 3 months; or
 - (ii) the school learner is in the care of a residential caregiver; and

- (b) have up-to-date contact details for the learners' parents, legal guardian, and residential caregivers; and
- (c) maintain effective communications with the parents or legal guardian, and residential caregivers (if any) of learners concerning their wellbeing and progress in study; and
- (d) maintain effective communications with the parents, legal guardian, or residential caregivers of learners concerning their wellbeing and progress in study; and
- (e) designate at least 1 staff member is designated to proactively monitor and address any concerns about international school learners under 18 years; and
- (f) if the school learner is in the care of a residential caregiver, –
 - (i) ensure that a plan is in place for the transfer of care of the learner from the residential caregiver to the learner's parent or legal guardian, or another person approved by the parent or legal guardian, for –
 - a. each transfer that occurs during the period of enrolment; and
 - b. the transfer that occurs at the end of enrolment; and
 - (ii) ensure that the parent or legal guardian is notified of each transfer plan.

- (2) The requirements in clause 72 apply, in addition to this clause, to international school learners who are 10 years or older but under 18 years.

74. Process 3: International school learners under 10 years

- (1) Each signatory must ensure that its international school learners under 10 years live with a parent or legal guardian, unless they are accommodated in a school hostel.
- (2) The requirements in clauses 72 and 73 apply, in addition to this clause, to international school learners who are under 10 years.

75. Process 4: International school learners at risk or with additional learning needs

- (1) Each signatory must ensure that –
 - (a) appropriate measures are put in place to address the needs and issues of international school learners at risk or with additional learning needs; and
 - (b) the parent or legal guardian of a school learner under 18 years or the next of kin of a learner 18 years or over is aware of any situation where the learner is at risk or has additional learning needs; and
 - (c) where appropriate and in compliance and subject to the principles of the Privacy Act 2020, issues relating to the learners are reported to relevant agencies such as the New Zealand Police and the department responsible for administering the Oranga Tamariki Act 1989, and to the code administrator.
- (2) A learner is at risk if the signatory has reasonable grounds to believe that there is a serious issue relating to the learner's health, safety, or wellbeing, including, for example, –
 - (a) the learner is unable to adequately protect themselves against significant harm or exploitation; and
 - (b) the learner is unable to adequately safeguard their personal welfare.
- (3) A learner with additional learning needs includes a learner who –
 - (a) is a disabled learner; or
 - (b) experiences other difficulties which affect the learner's ability to participate, learn, and achieve; and
 - (c) requires the provision of adapted programmes or learning environments, or specialised equipment or materials to support the learner to access the curriculum, participate, learn, and achieve.
- (4) This clause applies in addition to the requirements set out in clauses 72, 73 and 74.

76. Process 5: Accommodation

- (1) In relation to an international school learner under 18 years who is in the care of a residential caregiver, the signatory must –
 - (a) ensure that the learner's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) ensure that the safety check referred to in clause 77(1) is completed and is up to date; and
 - (c) ensure that an appropriate check is completed and is up to date for each person who is 18 years or over and who resides at the residential caregiver's accommodation, for the purpose of ensuring the safety of the learner; and
 - (d) have a written agreement with the residential caregiver that specifies the role and responsibilities of each party in relation to the care of the learner; and
 - (e) maintain effective communication with the learner and the learner's parent or legal guardian when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities and moving learners to appropriate accommodation; and
 - (f) conduct sufficient learner interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the learner, the length of the stay, and other relevant factors; and
 - (g) if the learner's residential caregiver is a designated caregiver ensure that the parent or legal guardian of the learner has provided written agreement that the designated caregiver will be subject to the signatory's approval and that the signatory is not responsible for the learner's day-to-day care when the learner is in the custody of the designated caregiver; and
 - (h) if the learner's residential caregiver is a supervisor described in clause 77(2), ensure that the parent or legal guardian of the learner has provided written agreement that the signatory is not responsible for the learner's day-to-day care when the learner is in the custody of that supervisor; and
 - (i) ensure that there is appropriate separation of international learners from others of different ages in the accommodation; and
 - (j) ensure that the learner is appropriately supervised in the accommodation.

- (2) For the purposes of clause 76(1)(c), a person who is 18 years or over and who resides at the residential caregiver's accommodation includes a person of that age who –
 - (a) temporarily resides at that accommodation; or
 - (b) is or will be residing at that accommodation for 1 or more periods in any month (whether or not for valuable consideration), each period of which is 5 or more consecutive nights.
- (3) In relation to an international school learner 18 years or over who lives in accommodation provided or arranged by a signatory, the signatory must –
 - (a) ensure that the learner's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) maintain effective communication with the learner when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.
- (4) In relation to an international school learner 18 years or over who arranges accommodation for themselves, the signatory must ensure that the learner is directed to relevant advice and information that will enable the learner to understand their rights and obligations as a tenant in New Zealand.
- (5) To avoid doubt, if the residential caregiver is a supervisor described in clause 77(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the learner.
- (6) In this clause, **accommodation issues** include issues of health and wellbeing arising from a learner's accommodation or connected with it.

77. Process 6: Safety checks and appropriate checks

- (1) The safety check for the residential caregiver referred to in clause 76(1)(b) –
 - (a) must include –
 - (i) a confirmation of identity; and
 - (ii) a reference check that includes contacting at least 1 of the following persons or bodies for the purpose of obtaining information that the signatory considers relevant to a risk assessment –
 - a. the residential caregiver's current or previous employer, professional body, or registration authority;
 - b. the licensing authority that is relevant to the residential caregiver's business or professional activities;
 - c. a person who is not related to the residential caregiver; and
 - (iii) a police vet, to obtain information that is relevant to a risk assessment; and
 - (iv) an interview with the residential caregiver, to obtain information that the signatory considers relevant to a risk assessment; and
 - (v) a risk assessment that takes into account all of the information that was obtained under paragraph (a)(i) to (iv), to determine whether the residential caregiver poses a risk to the safety of the learner; and
 - (b) is **up to date** if it is completed within 3 years after the date of the latest safety check.
- (2) Subclause (1)(a)(ii) to (v) does not apply to a residential caregiver who –
 - (a) is a supervisor referred to in paragraph (e) of the definition of residential caregiver in clause 5(1); and
 - (b) is not a resident of New Zealand; and
 - (c) is travelling with, and accompanying, the international school learner for the purpose of supervising them during the learner's educational instruction.
- (3) An appropriate check referred to in clause 76(1)(c) is **up to date** if it is completed within 3 years after the date of the latest check.

78. OUTCOME 19: LEARNER SUPPORT, ADVICE AND SERVICES

International school learners are fully informed by, and receive relevant advice from, their signatories on services to support their educational outcomes.

79. Process:

Each signatory must have practices for –

- (a) ensuring that information and advice provided by the signatory to international school learners is accurate, age-appropriate, and up to date; and
- (b) providing its international learners with information about their legal rights and obligations and, where possible, the possible risks when learners receive or accept advice or services; and
- (c) providing its international school learners with information and advice on –
 - (i) how to effectively interact with persons from different cultural backgrounds; and
 - (ii) the cultural and community support available to them; and
 - (iii) how to adjust to a different cultural environment in New Zealand; and
- (d) ensuring that its international school learners are provided with information on education and residency pathways and advice on pathways for further study or career development, where appropriate; and
- (e) ensuring that, where applicable, its international school learners have access to information and advice on –
 - (i) minimum wages and labour conditions in New Zealand; and
 - (ii) maximum hours of work permitted under visa conditions; and
 - (iii) how to access information and support regarding employment; and
 - (iv) how to report misconduct by employers.

80. OUTCOME 20: MANAGING WITHDRAWAL AND CLOSURE

Signatories must ensure that the fees paid by international learners for educational instruction in New Zealand are secure and protected in the event of learner withdrawal or the ending of educational instruction or the closure of a signatory.

81. Process:

- (1) Each signatory must ensure that –
 - (a) its refund policies are reasonable and in accordance with legal requirements; and
 - (b) it provides its international learners (or the parents or legal guardian of international learners under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
- (2) A refund policy must include refund conditions for the following situations –
 - (a) failure by a learner to obtain a study visa; and
 - (b) voluntary withdrawal by a learner; and
 - (c) the signatory ceasing to provide a course of educational instruction as contracted with a learner, whether it stops of its own accord or as required by an education quality assurance agency; and
 - (d) the signatory ceasing to be a signatory; and
 - (e) the signatory ceasing to be a provider.
- (3) In the situation in subclause (2)(c) or (d), the signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows –
 - (a) refund the amount in question to the learner (or the learner's parent or legal guardian); or
 - (b) if directed by the learner or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the learner (or the learner's parent or legal guardian).

82. OUTCOME 21: DEALING WITH COMPLAINTS

Signatories must ensure that all international school learners have access to proper and fair procedures for dealing with complaints.

83. Process:

- (1) Each signatory must ensure that –
 - (a) it has an effective internal process for addressing complaints by its international learners; and
 - (b) its international learners are informed about that process.
- (2) Each signatory must advise its international learners –
 - (a) of the availability of recourse to the code administrator or relevant Dispute Resolution Scheme or any other relevant authority if a learner cannot access the internal complaints process or is dissatisfied with the outcome or experience of using that process; and
 - (b) how to make a complaint to the code administrator or to seek resolution of a financial dispute under the relevant Dispute Resolution Scheme.

84. OUTCOME 22: COMPLIANCE WITH INTERNATIONAL LEARNER CONTRACT DISPUTE RESOLUTION SCHEME

Signatories must comply with the relevant Dispute Resolution Scheme rules.

85. Process:

- (1) Each signatory must ensure that it is familiar with the relevant Dispute Resolution Scheme rules and ensure compliance with those rules in a dispute to which it is a party.
- (2) Failure to comply with the relevant Dispute Resolution Scheme rules is a breach of this code and may trigger sanctions by the code administrator.

08 | Code administrator



86. Reporting and publishing obligations

- (1) The code administrator must include in its annual report a report on its activities in administering this code.
- (2) If the code administrator, in the course of investigation, finds any systemic issue related to the wellbeing, educational achievement or rights of learners, or a serious breach of this code, the code administrator must report that issue or breach to education quality assurance agencies and any relevant government agency.
- (3) The code administrator may, for the limited purposes set out in subclause (4), disseminate or otherwise publish a summary of the investigation and outcome of a breach of this code, subject to appropriate safeguards and redactions for protection of privacy.
- (4) The purposes referred to in subclause (3) are –
 - (a) keeping providers, learners, and other educational interest groups informed; and
 - (b) demonstrating the process of investigation and decision-making under this code.
- (5) The code administrator must take reasonable steps to publicise this code to providers and to learners, including publishing guidelines for providers.

87. Reporting breach of code

- (1) The code administrator –
 - (a) can receive complaints or referral that the code has been breached from any person; and
 - (b) must decide whether the complaint or referral appears to involve an outcome, process or other code requirement not being met, warranting further action.
- (2) The code administrator –
 - (a) must publish its processes for receiving and dealing with a complaint or referral; and
 - (b) may prescribe forms for use in making a complaint or referral.

88. Responding to a complaint

- (1) If the code administrator decides that further investigation is warranted, it must –
 - (a) make a record of, and investigate any alleged outcome, process or other code requirement not being met; and
 - (b) notify the person who made the complaint or referral of the decision to investigate.
- (2) If the code administrator decides that further investigation is not warranted, it must consider the following options and act accordingly within a reasonable timeframe –
 - (a) refer the complaint or referral to another agency; or
 - (b) deal with the complaint or referral informally; or
 - (c) terminate the complaint or referral.
- (3) In investigating a complaint or referral, the code administrator may assist the person making the complaint or refer that person to someone who is able to provide assistance, if such assistance is reasonably necessary to adequately respond to, or investigate the complaint in a fair and impartial manner (for example, by overcoming a language barrier, or supporting that person's wellbeing and safety during the complaints process).

89. Monitoring, investigating, and receiving and sharing information

- (1) The code administrator is responsible for monitoring and investigating tertiary education providers and school signatories in relation to –
 - (a) their giving effect to the code; and
 - (b) the steps they are taking to improve their giving effect to the code (including improvements arising out of self-reviews of their own performance) and addressing issues raised with them by the code administrator.
- (2) The code administrator may consider any information it considers appropriate to fulfil its monitoring and investigating roles including, but not limited to –
 - (a) strategic goals and strategic plans; and
 - (b) self-review reports, attestations, policies and procedures and evidence of their implementation; and
 - (c) complaints and referrals; and
 - (d) information from its other quality assurance activities; and
 - (e) information from other education quality assurance agencies and other relevant government agencies; and
 - (f) the Disputes Resolution Scheme reports.
- (3) The code administrator's monitoring and investigation roles may be undertaken either on the code administrator's own initiative or as a result of information provided to it, including a complaint or referral of a code outcome, process or other code requirement not being met.
- (4) The code administrator, for the purpose of monitoring and investigating compliance with the code, may –
 - (a) request a tertiary education provider or school signatory to provide to the code administrator, by a date specified in the notice (which must be within a reasonable time), an attestation of their giving effect to all or any part of this code and/or of ongoing self-review, using the attestation form published on the code administrator's website; and
 - (b) request access to any of the provider's facilities or premises; and
 - (c) request access to relevant documents held by the tertiary education provider (or the accommodation provider) or school signatory; and
 - (d) request access to interview staff and students as appropriate.
- (5) A tertiary education provider or school signatory must –
 - (a) provide all reasonable assistance to a code administrator in the course of monitoring or investigating compliance with the code; and
 - (b) respond in a timely manner to requests by the code administrator under subclause (4) of this clause; and
 - (c) provide reasonable access to any site, staff and students the code administrator considers necessary in relation to monitoring and investigating compliance with the code.
- (6) The code administrator must –
 - (a) consult and share appropriate information with education quality assurance agencies and relevant government agencies for the purpose of agreeing interventions for the improvement of the code or compliance with it; and
 - (b) receive and consider information provided to the code administrator by education quality assurance agencies and relevant government agencies for the same purpose.

90. Working with Dispute Resolution Scheme operator(s)

The code administrator must work in collaboration with the Dispute Resolution Scheme operator –

- (a) when the Dispute Resolution Scheme operator seeks information relevant to a dispute from a tertiary provider or school signatory; and
- (b) when obtaining information from the Dispute Resolution Scheme to consider the action needed by a tertiary provider or school signatory to support the wellbeing and safety of the learner.

91. Requirements for entry to inspect student accommodation

- (1) The following provisions apply to a code administrator's powers of entry into student accommodation in addition to [section 633](#) of the Act.
- (2) The code administrator needs to provide evidence of identity at arrival and when requested at any later time. They should also provide evidence of authorisation, including reference to –
 - (a) the full name of the person or people who are authorised; and
 - (b) a statement of the powers conferred on that person; and
 - (c) [section 633](#) of the Act; and
 - (d) this code; and
 - (e) the scope of the visit, for example monitoring performance or investigating a complaint.
- (3) If any documents are removed from premises, the person who removes them must –
 - (a) leave at the premises a list of the documents removed; and
 - (b) return the documents, or a copy of them, to the premises as soon as practicable, unless to do so would prejudice any investigation being or to be carried out by the code administrator.

92. Indemnification for code administrator costs

Providers may be required by the code administrator to reimburse the code administrator for –

- (a) the actual costs, disbursements and expenses reasonably incurred by the code administrator in undertaking compliance visits and investigations for the purposes of monitoring and enforcing this code;
- (b) the legal and other expenses arising from any further action undertaken by the code administrator as the consequence of a breach of this code;
- (c) any costs arising from the enforcement of this indemnity.

93. Revocation of 2016 Code

- (1) The Education (Pastoral Care of International Students) Code of Practice 2016 (2016 Code) is revoked.
- (2) A compliant, investigation or other action commenced under the 2016 Code may be completed under the provisions of that Code.



NEW ZEALAND QUALIFICATIONS AUTHORITY
MANA TOHU MĀTAURANGA O AOTEAROA

QUALIFY FOR THE FUTURE WORLD
KIA NOHO TAKATŪ KI TŌ ĀMUA AO!



**Te Kāwanatanga
o Aotearoa**

New Zealand Government

Formal Student Complaint about a Provider

1. Provider details

I am making a formal complaint to NZQA about the following provider/school:

Provider/school name:

.....

Provider/school address:

.....

.....

2. Your details

(You must provide this information in order for NZQA to consider your complaint. If the complaint is from a group of students, please identify the primary contact person and their contact details.)

Name:

.....

Postal address:

.....

.....

Contact phone number:

.....

Email address:

.....

Are you an international student? Yes ☐ No ☐

If Yes, what is your nationality as shown on your passport?

.....

3. Complaint details

Write the details of your complaint as clearly as possible below. Try to give specific examples that support your complaint and provide facts such as dates, times and places. Attach extra pages if necessary.

What is your desired outcome?

4. Supporting documents

Attach any documents that support your complaint and list these below. Depending on the nature of your complaint you could include copies of the provider's response to your complaint, other correspondence regarding the complaint, notes from meetings, publicity material, receipts etc.

5. Authorisation

You must sign this in order for NZQA to consider your complaint. Please tick the relevant boxes and sign below.

Yes ☐ No ☐ I confirm that I have attempted to follow the internal complaints procedure of the provider and have given it the opportunity to resolve my complaint before submitting this complaint to NZQA.

Yes ☐ No ☐ I have attached a copy of the outcome of my internal formal complaint.

Yes ☐ No ☐ I authorise NZQA to inform the provider of my name(s).

Yes ☐ No ☐ I authorise NZQA to release a copy of this form and documents I have supplied to the provider.

Yes ☐ No ☐ I authorise NZQA to proceed with investigating my formal complaint.

Your signature:

.....

Date:

.....

6. Return to NZQA

Please post the completed form and any supporting evidence to:

The Complaints Officer
Quality Assurance Division
New Zealand Qualifications Authority
PO Box 160
WELLINGTON 6140

OR

Email your completed form and any supporting evidence to risk@nzqa.govt.nz

Reprint
as at 25 September 2020



International Student Contract Dispute Resolution Scheme Rules 2016 (LI 2016/42)

Jerry Mateparae, Governor-General

Order in Council

At Wellington this 7th day of March 2016

Present:

His Excellency the Governor-General in Council

These rules are made under section 238M of the Education Act 1989—

- (a) on the advice and with the consent of the Executive Council; and
- (b) on the recommendation of the Minister for Tertiary Education, Skills and Employment made after appropriate consultation.

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Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.

Note 4 at the end of this reprint provides a list of the amendments incorporated.

These rules are administered by the Ministry of Education.

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Rules

1 Title

These rules are the International Student Contract Dispute Resolution Scheme Rules 2016.

2 Commencement

These rules come into force on 1 July 2016.

3 Interpretation

- (1) In these rules, unless the context otherwise requires,—

Act means the Education and Training Act 2020

adjudicator means an adjudicator appointed by the DRS operator

appoint includes engage or employ, and **appointee** has a corresponding meaning

code means the Education (Pastoral Care of International Students) Code of Practice 2016

code administrator means a person or agency appointed under regulations made under section 648 of the Act

dispute means a dispute between an international student and a provider that is contractual or financial, or both

DRS operator means the person or agency appointed under section 536(4)(a) of the Act to be responsible for administering the scheme

enrol means register or admit a person as a student to receive educational instruction provided by a signatory after the student has accepted an offer of educational instruction from the signatory, and **enrolment** has a corresponding meaning

international student has the same meaning as in section 10(1) of the Act

legal guardian, in relation to an international student, means a person who, by court or testamentary appointment, is responsible for the student's well-being and financial support and provides for the care of the student in the student's home country

mediator means a mediator appointed by the DRS operator

Minister means the Minister of Education

provider has the same meaning as in section 10(1) of the Act

scheme means the student contract dispute resolution scheme established by section 536 of the Act

serious misconduct, in relation to a provider, means misconduct that the DRS operator considers, on reasonable grounds, to be fraudulent or grossly negligent or a breach of any applicable law or regulations or the code

student claimant, in relation to a provider,—

- (a) means a person who—
 - (i) is an international student enrolled by the provider; or
 - (ii) is a former international student enrolled by the provider; or
 - (iii) intends to be, or is in the process of being, enrolled by the provider as an international student; and
- (b) includes a parent or legal guardian of a person in paragraph (a)

systemic issue means an issue that has material implications that not only affect the parties to a particular dispute but also relate to the systems, processes, or conduct of the provider who is the subject of a claim.

- (2) A term that is used in these rules and defined in the Act but not in these rules has the same meaning as in the Act.

Rule 3(1) **Act**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **code administrator**: replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **DRS operator**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **international student**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **Minister**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **provider**: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Rule 3(1) **scheme**: replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Part 1

Dispute resolution process

4 How to initiate dispute

- (1) A student claimant may initiate a dispute against a provider by making a claim under the scheme to the DRS operator.
- (2) A student claimant may make a claim under the scheme free of charge.
- (3) The claim may be made in writing or orally.
- (4) The DRS operator must record in writing a claim made orally and confirm the record of the claim with the student claimant.
- (5) The DRS operator must provide reasonable support (such as interpretation support) to enable a student claimant to make a claim.

5 Initial response of DRS operator to dispute

The DRS operator must give written notice to the student claimant and to the provider within 10 working days after the claim is made that—

- (a) acknowledges receipt of the claim and its nature; and
- (b) states either that the dispute is accepted, or that the dispute is not covered by the DRS and explains why; and
- (c) if appropriate, directs the student claimant to the code administrator or other appropriate authorities; and

- (d) if the provider has not yet been given the opportunity to resolve the issue raised by the dispute, directs the student claimant to the provider.

6 When DRS operator may decline to accept dispute

The DRS operator may decline to accept a dispute for resolution under the scheme if the DRS operator considers that the scheme does not cover the dispute for 1 or more of the following reasons:

- (a) the provider has not been given an opportunity to resolve the issue raised by the dispute;
- (b) the dispute is being addressed in another forum;
- (c) the dispute would be more appropriately dealt with by a court, tribunal, or other authority;
- (d) the dispute has been previously dealt with under the scheme;
- (e) the claim is frivolous or vexatious;
- (f) given the age of the dispute, it is no longer feasible to gather sufficient evidence or other information for resolution of the dispute under the scheme.

7 General approach to resolving disputes

The DRS operator must consider and deal with a dispute in a timely, cost-effective, and fair manner and, in particular, in a way that—

- (a) encourages the parties to work towards a mutually agreed solution; and
- (b) maximises the use of consensual measures to resolve the dispute, that is, favouring negotiation and mediation before adjudication, unless negotiation and mediation are not appropriate for resolving the dispute; and
- (c) takes the views of the parties into account in the decision on measures to resolve the dispute; and
- (d) is consistent with the principles of natural justice; and
- (e) is on a without prejudice basis.

8 DRS operator must ensure parties are aware of conditions of scheme

The DRS operator must ensure that the parties to the dispute are aware of the conditions of entering the scheme, including the following conditions:

- (a) rule 9(4)(a) (adjudicator not bound by rules of evidence or previous decision);
- (b) rule 9(4)(b) (adjudicator determines dispute according to substantial merits and justice of the case);
- (c) rule 9(5) (confidentiality of negotiation and mediation);
- (d) rule 27 (DRS operator must report systemic issues, serious misconduct, and breach of rules).

9 How disputes may be resolved

- (1) The DRS operator may decide to use any 1 or more of the following methods to resolve a dispute:
 - (a) negotiation;
 - (b) mediation;
 - (c) adjudication.
- (2) The DRS operator may decide the procedures to be followed under the method selected, consistent with these rules.
- (3) The DRS operator, including a mediator or an adjudicator,—
 - (a) must act in accordance with what is fair and reasonable in all the circumstances; and
 - (b) must have regard to the law, the relevant good practice, the code, and other Government policies.
- (4) However, in an adjudication, the DRS operator, including an adjudicator,—
 - (a) is not bound by the rules of evidence or previous decisions; and
 - (b) must determine the dispute according to the substantial merits and justice of the case, and in doing so is not bound to give effect to strict legal obligations or to legal forms or technicalities.
- (5) The process and outcome of dispute resolution by negotiation or mediation is confidential to the parties to the dispute.
- (6) The DRS operator may direct the parties to a dispute to other appropriate authorities for assistance or interventions.

10 Disputes may be combined

The DRS operator may combine disputes for single resolution when the DRS operator considers that it is sensible to do so.

11 DRS operator may obtain information necessary for resolution of dispute in adjudication

- (1) For the purpose of obtaining information necessary for the resolution of a dispute by adjudication, the DRS operator may make any inquiries that are fair and reasonable in the circumstances.
- (2) A party to a dispute being resolved by adjudication must supply any information requested by the DRS operator unless—
 - (a) the supply of the requested information would breach an obligation of confidence owed to a third person who has refused consent to the supply of the information; or
 - (b) the information is subject to legal professional privilege, or was provided to the party on a without prejudice basis; or
 - (c) the party does not have the information or it is not within its control.

- (3) In requesting information, the DRS operator may specify a reasonable time period within which the party concerned must supply the information.
- (4) As soon as practicable after receiving a request by the DRS operator for information and in any event within any time period specified in the request, a party must—
 - (a) comply with the request; or
 - (b) object to supplying the information and give reasons why the party cannot or should not supply it.

12 Failure to supply information in adjudication

- (1) This rule applies where a party to a dispute being resolved by adjudication fails to comply with a request for information by the DRS operator and none of the exceptions in rule 11(2) apply.
- (2) If the party is the student claimant, the DRS operator may decline to continue consideration of the dispute.
- (3) Whoever the party is, the DRS operator may proceed to resolve the dispute on the basis that an adverse inference may be drawn from the party's failure to comply.

13 Use of information in adjudication

- (1) For the purpose of resolving a dispute by adjudication, the DRS operator may consider any information obtained by it or supplied to it.
- (2) The DRS operator may assume that a party to a dispute consents to the full disclosure to other parties of information supplied by it, unless the party supplying the information expressly limits disclosure.

14 DRS operator must keep parties informed

The DRS operator must—

- (a) keep the parties to a dispute informed; and
- (b) ensure that each party has a reasonable opportunity to be informed of, and to respond to, the arguments or submissions of the other parties.

15 Mediator or adjudicator must be independent of parties to dispute

The DRS operator must appoint as a mediator or an adjudicator in a dispute under the scheme only a person who is independent of the parties to the dispute.

16 Decision by adjudicator

- (1) The adjudicator in a dispute, before making a final decision, must give the parties notice of his or her proposed decision reached on the basis of information held by the DRS operator.

- (2) The adjudicator's notice of the proposed decision must be in writing and must allow a period of 10 working days after sending the notice for the parties to make further submissions and for further consideration of the dispute.
- (3) If the dispute is not resolved within the 10-working-day period, and after considering any further submissions received from the parties, the adjudicator may make a final decision in the dispute, which decision may differ from the proposed decision notified to the parties.
- (4) The adjudicator must give notice in writing to the parties of the final decision and the reasons for the decision.

Rule 16(4): replaced, on 29 May 2017, by rule 4 of the International Student Contract Dispute Resolution Scheme Amendment Rules 2017 (LI 2017/75).

17 When final decision binding

A final decision becomes binding on the parties to a dispute on the date that notice is given in accordance with rule 16(4).

Rule 17: replaced, on 29 May 2017, by rule 5 of the International Student Contract Dispute Resolution Scheme Amendment Rules 2017 (LI 2017/75).

18 Remedies under final decision in dispute resolved by adjudication

An adjudicator in a dispute may direct the following remedies:

- (a) that the provider pay the student claimant an amount not exceeding \$200,000;
- (b) that the provider take any other action directed by the adjudicator to remedy the matter complained about;
- (c) that the provider provide non-monetary redress for any loss or damage suffered;
- (d) that the provider cease the conduct that has given rise to the claim.

19 Termination of dispute resolution process

A dispute resolution process under the scheme is terminated if—

- (a) the parties notify the DRS operator in writing that they have entered into an agreed settlement; or
- (b) the student claimant notifies the DRS operator in writing that he or she withdraws the claim and the DRS operator is satisfied that the student claimant has not been coerced into withdrawing; or
- (c) the student claimant notifies the DRS operator in writing that he or she intends to apply to another authority (such as a court or tribunal) for resolution of the dispute; or
- (d) the DRS operator determines that the dispute is not covered by the scheme; or

- (e) the student claimant has failed to comply with an information request and the DRS operator notifies the student claimant in writing that it declines to continue consideration of the dispute; or
- (f) *[Revoked]*

Rule 19(f): revoked, on 29 May 2017, by rule 6 of the International Student Contract Dispute Resolution Scheme Amendment Rules 2017 (LI 2017/75).

20 Application to District Court

A student claimant, a provider, or the DRS operator may apply to the District Court for, and the District Court may make, an order in accordance with section 538 of the Act—

- (a) requiring a provider to comply with the rules of the DRS; or
- (b) requiring a claimant or provider to give effect to any binding resolution; or
- (c) modifying a resolution where its terms are manifestly unreasonable, before giving effect to it.

Rule 20: amended, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

Part 2 Administration of scheme

21 Functions of DRS operator

- (1) The core functions of the DRS operator are to—
 - (a) provide an independent scheme for resolving disputes between international students and education providers that fall within the scheme's jurisdiction; and
 - (b) operate the scheme in accordance with the scheme's purpose and these rules; and
 - (c) resolve, or assist in resolving, disputes under the scheme by agreement between the parties or, if applicable, by adjudication.
- (2) Other functions of the DRS operator include—
 - (a) to promote and publicise the scheme; and
 - (b) to monitor compliance with these rules; and
 - (c) to monitor and report on the effectiveness of the scheme; and
 - (d) to carry out any other function of the scheme under these rules.

22 Powers of DRS operator

- (1) The DRS operator has the powers specifically conferred by these rules and other powers necessary for performing its functions under these rules.

- (2) The DRS operator may delegate the performance and exercise of its functions and powers under these rules to any person who is appointed to perform or exercise them, except a function or power that under these rules must be performed or exercised by an adjudicator.

23 DRS operator may extend time frames

The DRS operator may, if it thinks fit, extend the time within which something must be done under these rules in relation to consideration or resolution of a dispute.

24 Appointees of DRS operator

- (1) The DRS operator must appoint sufficient numbers of adjudicators and mediators to ensure the effective functioning of the scheme.
- (2) In appointing an adjudicator or a mediator, the DRS operator must—
 - (a) consider a candidate's objectivity, qualifications, experience, and personal qualities (including the ability to communicate and work effectively with people from diverse linguistic and cultural backgrounds); and
 - (b) appoint or engage only persons who are capable of performing the functions of an adjudicator or a mediator, as the case may be; and
 - (c) ensure that a person appointed or engaged is able to act independently.
- (3) The DRS operator is responsible for the actions of a person appointed by it to perform its functions under these rules.

25 DRS operator must ensure accessibility of scheme

- (1) The DRS operator must take all reasonable steps to ensure that international students and providers are fully aware of the scheme and know how to access it.
- (2) Where appropriate and at reasonable cost, the DRS operator may provide additional support (for example, interpretation or translation services or disability services) to ensure accessibility to the scheme.

26 DRS operator may publish case studies

- (1) The DRS operator may, for the limited purposes set out in subclause (2), compile and publish case studies of disputes resolved by adjudication under the scheme, subject to appropriate safeguards and redactions for the purposes of privacy.
- (2) The purposes referred to in subclause (1) are—
 - (a) keeping providers, students, and other educational interest groups informed; and
 - (b) demonstrating the process of decision-making under the scheme and ensuring its transparency.

27 DRS operator must report systemic issues, etc

In the course of investigating a dispute or resolving a dispute by adjudication, the DRS operator must report to the code administrator, education quality assurance agencies, and government agencies as relevant—

- (a) any systemic issue that it identifies:
- (b) any serious misconduct by a provider that it identifies:
- (c) any breach of these rules by a provider.

28 Annual report

- (1) The DRS operator must submit to the Minister, by September 30 in each year, an annual report for the year ending on 30 June of that year.
- (2) The annual report must include (but is not limited to) the following information relating to the year in question:
 - (a) the number of each of the following (broken down in each category by types of provider, that is, schools, private training establishments, Te Pūkenga—New Zealand Institute of Skills and Technology and its Crown entity subsidiaries, and universities):
 - (i) disputes accepted:
 - (ii) disputes not covered:
 - (iii) disputes resolved by negotiation:
 - (iv) disputes resolved by mediation:
 - (v) disputes resolved by adjudication:
 - (b) the average length of time taken to resolve a dispute by negotiation:
 - (c) the average length of time taken to resolve a dispute by mediation:
 - (d) the average length of time taken to resolve a dispute by adjudication:
 - (e) examples of typical cases, subject to appropriate safeguards and redaction to preserve privacy:
 - (f) financial statements prepared in accordance with generally accepted accounting practice that demonstrate how the funding of the DRS operator has been applied:
 - (g) any systemic issues or serious misconduct by providers identified in the course of investigating a dispute or resolving a dispute by adjudication, and how the DRS operator dealt with the systemic issues or misconduct:
 - (h) the result of any independent review completed during the reporting year.
- (3) The DRS operator must make copies of its annual report available for inspection by the public without charge, for example, on a website.

Rule 28(2)(a): amended, on 25 September 2020, by clause 4(2) of the Education (Name Change for NZIST) Order 2020 (LI 2020/260).

Rule 28(2)(a): amended, on 1 April 2020, by section 78(2) of the Education (Vocational Education and Training Reform) Amendment Act 2020 (2020 No 1).

29 Monitoring operation of scheme

- (1) The DRS operator must have a process for receiving and resolving complaints about the operation of the scheme and must publicise that process.
- (2) The DRS must—
 - (a) conduct regular client satisfaction surveys for measuring the quality of processes under the scheme, the durability of the outcomes under the scheme, and any other appropriate performance indicators; and
 - (b) publish the results.
- (3) A provider or an international student who is dissatisfied with the operation of the scheme or the performance of the DRS operator may complain to the Ministry of Education, but this process must not be used to challenge the outcome in a particular dispute.
- (4) The DRS operator must co-operate with any person or agency appointed by the Minister to carry out an independent review of the scheme and its operation.

Michael Webster,
Clerk of the Executive Council.

Issued under the authority of the Legislation Act 2012.
Date of notification in *Gazette*: 10 March 2016.

Reprints notes

1 *General*

This is a reprint of the International Student Contract Dispute Resolution Scheme Rules 2016 that incorporates all the amendments to those rules as at the date of the last amendment to them.

2 *Legal status*

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 *Editorial and format changes*

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also <http://www.pco.parliament.govt.nz/editorial-conventions/>.

4 *Amendments incorporated in this reprint*

Education (Name Change for NZIST) Order 2020 (LI 2020/260): clause 4(2)

Education and Training Act 2020 (2020 No 38): section 668

Education (Vocational Education and Training Reform) Amendment Act 2020 (2020 No 1): section 78(2)

International Student Contract Dispute Resolution Scheme Amendment Rules 2017 (LI 2017/75)

The following External Evaluation and Review (EER) reports are from 2015-2019. Please note that much has changed since then. However, the focus on people starting and advancing laboratory careers and the commitment to high quality reflected consistently through those reports remains.

Report of External Evaluation and Review

Real World Education

Highly Confident in educational performance

Highly Confident in capability in self-assessment

Date of report: 1 September 2015

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MoE Number: 7170
NZQA Reference: C18593
Date of EER visit: 19 and 20 May 2015

Purpose of this Report

The purpose of this external evaluation and review report is to provide a public statement about the Tertiary Education Organisation's (TEO) educational performance and capability in self-assessment. It forms part of the accountability process required by Government to inform investors, the public, students, prospective students, communities, employers, and other interested parties. It is also intended to be used by the TEO itself for quality improvement purposes.

Introduction

1. TEO in context

Name of TEO:	Real World Education
Type:	Private Training Establishment (PTE)
Location:	22 Manuka Street, Hokowhitu, Palmerston North
Delivery sites:	Three permanent delivery sites: Fonterra Cooperative Group Ltd (Temuka); Citilab Holdings Ltd (Dunedin); Cawthron Institute (Nelson)
Courses currently delivered:	Laboratory Technical Assistant Programme (LTAP) (Level 4, 60 credits) leads to the New Zealand Certificate in Applied Science (Level 4, 60 credits); Laboratory Technician Programme (LTP) (Level 5, 120 credits) leads to the New Zealand Diploma in Applied Science (Level 5, 120 credits). These make use of the newly approved qualifications.
First registered:	27 August 2013
Code of Practice signatory:	No
Number of students:	Domestic: 13 (eight students in the laboratory skills programme; and five students in the Laboratory Technician Programme).
Number of staff:	One full-time equivalent
Distinctive characteristics:	A combination of online distance learning and workplace-based learning at laboratories.
Recent significant changes:	Applications are currently with NZQA for the 'School Science Laboratory Technician Programme' (leading to the New Zealand

Certificate in Applied Science (Level 4)) and the 'School Laboratory Manager Programme' (leading to the New Zealand Diploma in Applied Science (Level 5)). If these programmes are approved, Real World Education will apply for Tertiary Education Commission (TEC) funding to deliver them. Real World Education does not currently receive any TEC funding.

Previous quality assurance history:

This is the first external evaluation and review (EER) for Real World Education.

Real World Education was exempted from NZQA moderation in 2015 due to good results in 2014.

Other:

The blended learning model is primarily delivered through video-rich, interactive lessons. Learner progress is intensively monitored and tutorial support is available.

2. Scope of external evaluation and review

The focus areas selected were the mandatory focus area of governance, management and strategy and the Laboratory Technical Assistant Programme (LTAP) (Level 4) (60 credits).

3. Conduct of external evaluation and review

All external evaluation and reviews are conducted in accordance with NZQA's published policies and procedures. The methodology used is described fully in the web document Policy and Guidelines for the Conduct of External Evaluation and Review available at: <http://www.nzqa.govt.nz/providers-partners/registration-and-accreditation/external-evaluation-and-review/policy-and-guidelines-eer/introduction>. The TEO has an opportunity to comment on the accuracy of this report, and any submissions received are fully considered by NZQA before finalising the report.

A lead evaluator visited the Real World Education director at the Fonterra Temuka site for one day. The evaluator spoke with the Real World Education director, two Fonterra laboratory managers who have responsibility for coordinating learner training and the two learners on site.

The evaluator also reviewed a range of documentation, including the comprehensive self-assessment documentation, the organisation's website and online learning materials.

After the review, the evaluator spoke with the manager of the Cawthron Institute in Nelson, who has responsibility for coordinating learner training, and a Real World Education learner at Cawthron Institute.

Final Report

Summary of Results

Statement of confidence on educational performance

NZQA is **Highly Confident** in the educational performance of **Real World Education**.

- The current learners and partner laboratories are highly satisfied with all the programmes offered. There has been a 100 per cent completion rate. One learner has successfully completed the Laboratory Technical Assistant Programme, eight learners have successfully completed the Laboratory Skills Programme and four learners have successfully completed the Laboratory Technician Programme. A number of learners have also completed short taster courses.
- Learners complete a pre-enrolment online short course that includes an assessment, and receive information about where the qualifications lead, before they are accepted into the Laboratory Technical Assistant Programme. This pre-enrolment system increases the likelihood of a good match between the learner, the programme and industry requirements.
- Learners are provided with high quality online materials and timely ongoing one-to-one academic assistance from the experienced and knowledgeable director.
- Learners consistently reported that any academic inquiries were responded to promptly and appropriately and that they were encouraged to seek support. This positively enhanced the learner/tutor relationship.
- Learners are assessed both online and on-job, by the director and/or experienced workplace assessors. This provides a good balance between knowledge and practical skills, both important requirements for the workplace.
- Learners are provided with appropriate pastoral support to help them complete their training. This includes regular contact from the director when a learner is on a placement in a laboratory.
- The mix of 'on-the-job' and online learning meets both learner and stakeholder needs well. Learners consolidate their learning through hands-on practice in the laboratory and through working alongside experienced practitioners who guide and mentor them. Learners also inject enthusiasm and new ideas into the workplace.
- Industry requirements at partnering laboratories reinforce and extend learner performance and good practice. Learners are expected to meet industry standards, after appropriate training and practice, in the same way permanent employees are.

Statement of confidence on capability in self-assessment

NZQA is **Highly Confident** in the capability in self-assessment of **Real World Education**.

- Real World Education has developed online resources that demonstrate deep knowledge of the relevant academic information. They are informed by the director's extensive teaching and work experience both in New Zealand and overseas, and by ongoing consultation with external stakeholders and advisers.
- The learning resources are also informed by extensive research around distance/blended teaching and learning principles. This has led to the development of interactive learning modules that are learner-centred, varied and sequential.
- Learner and employer feedback is sought regularly and improvements to materials and resources are ongoing. This ensures that the materials remain relevant and are industry-informed.
- Real World Education has been actively involved in the targeted review of qualifications. This indicates strong commitment to the industry and that the director is well regarded in the industry.
- The director anticipates and responds to change. Real World Education continues to work with new stakeholders, such as secondary schools, to respond to identified needs. This has led to the development of two programmes, currently awaiting approval by NZQA.
- Real World Education is assisted by four advisers who are drawn from various relevant industry sectors and have a range of skills. These include skills in information technology, secondary school science programmes, laboratory specialist skills and a colleague from outside New Zealand who offers a different perspective. This input is highly valued by the director, who consults them individually, as required.
- The purpose and direction of Real World Education is clear. It has developed policies and procedures to cover all aspects of its business and to accommodate future growth in learner numbers. The director's approach is systematic, focused and responsive. Self-assessment is ongoing, thoughtful and robust. These factors allow NZQA to be highly confident in Real World Education's capability in self-assessment.

Findings¹

1.1 How well do learners achieve?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

Learner achievement is currently 100 per cent. One learner has successfully completed the Laboratory Technical Assistant Programme, eight learners have successfully completed the Laboratory Skills Programme and four learners have successfully completed the Laboratory Technician Programme. A number of learners have also completed short taster courses. All learners consistently reported that the online programme was easy to log onto, easy to navigate, increased in difficulty as the modules progressed, and that assistance was only a phone call or email away.

The organisation has given considerable thought to the learner experience, including reviewing research on distance learning, consulting others experienced in this form of learning and trialling a few options. Patterns of learner use show that learners are making very good choices about when to deviate from the module pattern, indicating that the navigation part of the learner interface design is working effectively. It also indicates that learners are taking responsibility for their learning experience and achieving one of the acknowledged advantages of online learning, self-paced learning.

Learners have the opportunity to provide formal feedback as part of the online programme. They can also give feedback informally when they seek assistance or the director visits them on site. Learners can give feedback easily through the 'submit feedback' button in the learning interface. This function can also be used to ask a question or submit a suggestion. Learners are introduced to this feature in the first lesson and have to use it. The organisation responds to all learner questions appropriately and usually within four hours.

¹ The findings in this report are derived using a standard process and are based on a targeted sample of the organisation's activities.

1.2 What is the value of the outcomes for key stakeholders, including learners?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

Learners acquire useful and meaningful skills and develop their cognitive abilities (including learning to learn and self-management). They also improve their well-being and enhance their abilities and attributes. Learners discussed how the learning and work experience had led to increased confidence that was reflected in both their work and daily lives. One learner commented that she had always wanted to be a laboratory assistant and that this qualification was a great mix of theory and practice, which suited her learning style. Another learner commented that it enhanced her university studies, as she was able to use her high-level study to understand and inform the reasons behind practical tasks and vice versa.

The partnering laboratory staff and managers have the opportunity to observe the learner, over several placements. If the learner possesses the requisite skills, knowledge, work ethic and personal attributes they may be offered permanent employment. Real World Education acts as an informal employment broker for the laboratories by linking learners and employers. This is an important role, as laboratories are always looking for good staff.

1.3 How well do programmes and activities match the needs of learners and other stakeholders?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

The director's experience and insight, in consultation with others in the field, informed all aspects of the programme. His teaching experiences, over many years, indicated that several years of study at tertiary organisations offering laboratory training did not necessarily produce work-ready graduates. This view was shared by many inside the industry. The decision to establish Real World Education was a result of these collective viewpoints.

The blended learning environment of the Laboratory Technical Assistant Programme engages learners, as it is planned and structured for the benefit and needs of learners. The learning activities and resources support learner achievement through the sequential online modules, timely access to tutorial support, and regular on site visits by the director. No learner has ever asked to use the lessons offline; therefore there has been no need to modify the online only programme.

Learners have opportunities to apply knowledge and skills at partnering laboratories, where permanent staff assist and observe them. Learners are exposed to a variety of contexts within the laboratories and, after appropriate training and practice, are expected to meet the 'industry standard' of the laboratory.

Feedback systems are well developed and useful to all stakeholders. The director regularly seeks informal and formal feedback from learners, partnering laboratories and advisers. For example, feedback from one partnering laboratory led to a specialised dilution scenario being added to the lessons and a learner request for support for use on iPhones is due to be implemented by the end of the year.

1.4 How effective is the teaching?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

Teaching is highly effective and related to the workplace. Learners are provided with high quality online materials and ongoing one-to-one academic assistance from the director, who is knowledgeable and experienced.

The director is the online presenter. He provides continuity by linking different video types, styles and formats. There are also varied ways of presenting content to maintain learner interest.

Assessments are designed to allow the learner to demonstrate competence as a workplace would view it. For example, an assessment on communication focuses on the communication skills valued in a laboratory context. Theoretical knowledge is also contextualised. Learners are assessed on their ability to communicate knowledge to a co-worker, not their ability to write in an academic style.

While the director undertakes the majority of workplace assessments, there are some part-time assessors who also do this. The director accompanies these assessors on site to ensure the assessment is appropriate and at the correct level for competence (competence is the expectation that the skill could be performed to workplace standards, a year after assessment).

Understanding of theoretical concepts is assessed through practical demonstrations at work placements, a reliable indicator that the assessment is fit for purpose. Both on and off line assessment provides learners with useful feedback on their progress. As a result of good national external moderation results in 2014, Real World Education was exempted from NZQA moderation in 2015.

1.5 How well are learners guided and supported?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

Guidance and support of learners is comprehensive and timely. It is based on the director's observation that the 'typical learner' attracted to the programme requires some guidance.

This guidance begins with the pre-application contact, prior to enrolment. This is with the director, by email and phone, and includes a discussion of the blended learning format, where the qualification leads to and the commitment required to successfully complete the programme.

All applicants must complete a short online course prior to enrolling. About two thirds of those who complete the short course apply to the programme, indicating that the short online course aids learners' decision-making.

About 10 days into the programme, a learner will receive a toolkit containing a: pipette, pipette bulb, micropipette and digital balance. This is very useful, as most learners are 'hands-on' learners. The access to the equipment enables them to practice at home. It also keeps them interested and motivated and allows them to begin to develop a set of core skills prior to the placement.

The director rings the learner on the first night of the placement to discuss the first day and to anticipate any issues. Any issues are discussed and dealt with appropriately.

Pastoral care is also offered by the laboratory staff and management. This includes inducting learners around the laboratory rules and regulations, providing them with a buddy to work with, issuing any equipment required, and discussing the work ethic of the organisation. This guidance also includes direction around health and safety considerations, such as safety glasses, which must be worn at all times in the laboratory.

Effective guidance and support is provided both during and after completing the programme. The after-programme contact may be by email or when the director meets a learner face-to-face at a workplace.

1.6 How effective are governance and management in supporting educational achievement?

The rating for performance in relation to this key evaluation question is **Excellent**.

The rating for capability in self-assessment for this key evaluation question is **Excellent**.

Real World Education is highly responsive to learner needs and intends to grow learner numbers responsibly. It is realistic about the sector and the number of partnering laboratories that are available to accommodate growth in the Laboratory Technical Assistant Programme. It has good systems in place for when learner numbers grow.

The director is highly committed to learner achievement and providing learners with good theoretical and practical skills and knowledge to meet industry requirements. The industry is small and well connected, and the small number of learners makes maintaining contact with graduates easy. Thirteen learners have graduated, indicating that the programme is meeting the most important needs of all its stakeholders.

Real World Education has been actively involved in the targeted review of qualifications. The director believes that the recently developed New Zealand qualifications will serve the sector better, as changes to the Graduate Profile Outcomes have allowed Real World Education to make changes to the Laboratory Technician Programme. This means that learners can accept employment and continue upskilling through Real World Education. The study-while-working option and a clearer differentiation between the two qualifications (based on level) may increase interest in continuing onto the level 5 programme. The current programmes are similar to each other, with the level 5 option going further, but with no major difference in focus. Few people take up the current level 5 option.

The new qualifications open up other possibilities, for example, medical laboratory technology. However, Real World Education's self-assessment indicates that there is not a significant unmet need in this area.

It has, however, been working with the Science Technicians' Association of New Zealand (STANZ) and the New Zealand Association of Science Educators (NZASE) on an identified training need for secondary school science technicians. Real World Education has two applications currently with NZQA for the 'School Science Laboratory Technician Programme' (leading to the New Zealand Certificate in Applied Science, Level 4) and the 'School Laboratory Manager Programme' (leading to the New Zealand Diploma in Applied Science, Level 5).

These programmes would be similar to current programmes, with the level 4 being the first semester of the level 5. They would also use blended learning and be workplace-based (in school laboratories). However, unlike current full-time programmes, they would be part-time.

If these programmes are approved by NZQA, Real World Education will consider applying for TEC funding to deliver them (Real World Education does not currently receive any TEC funding).

Other areas of development include short courses and attendance at Career Fairs, to gain greater visibility for Real World Education, and offering workplace assessments against NZQA unit standards.

Real World Education has identified gaps through its robust self-assessment. These include:

- The need to collect ethnic data
- Clearer procedures between Real World Education and placement employers regarding drug testing
- Police reporting
- Succession planning, particularly for the director and the IT developer roles.

The director continues to upskill and was recently accepted into a doctorate level distance education programme at an American university. This indicates that he is committed to ensuring his skills and knowledge continue to grow and inform teaching and learning.

Focus Areas

This section reports significant findings in each focus area, not already covered in Part 1.

2.1 Focus area: Governance, management and strategy

The rating in this focus area for educational performance is **Excellent**.

The rating for capability in self-assessment for this focus area is **Excellent**.

2.2 Focus area: Laboratory Technical Assistant Programme (LTAP)

The rating in this focus area for educational performance is **Excellent**.

The rating for capability in self-assessment for this focus area is **Excellent**.

Recommendations

There are no recommendations arising from the external evaluation and review.

Appendix

Regulatory basis for external evaluation and review

External evaluation and review is conducted according to the External Evaluation and Review (EER) Rules 2013, which are made by NZQA under section 253 of the Education Act 1989 and approved by the NZQA Board and the Minister for Tertiary Education, Skills and Employment.

Self-assessment and participation in external evaluation and review are requirements for maintaining accreditation to provide an approved programme for all TEOs other than universities. The requirements are set through the NZQF Programme Approval and Accreditation Rules 2013, which are also made by NZQA under section 253 of the Education Act 1989 and approved by the NZQA Board and the Minister for Tertiary Education, Skills and Employment.

In addition, the Private Training Establishment Registration Rules 2013 require registered private training establishments to undertake self-assessment and participate in external evaluation and review, in accordance with the External Evaluation and Review Rules (EER) 2013, as a condition of maintaining registration. The Private Training Establishment Registration Rules 2013 are also made by NZQA under section 253 of the Education Act 1989 and approved by the NZQA Board and the Minister for Tertiary Education, Skills and Employment.

NZQA is responsible for ensuring non-university TEOs continue to comply with the rules after the initial granting of approval and accreditation of programmes and/or registration. The New Zealand Vice-Chancellors' Committee (NZVCC) has statutory responsibility for compliance by universities.

This report reflects the findings and conclusions of the external evaluation and review process, conducted according to the External Evaluation and Review (EER) Rules 2013.

The report identifies strengths and areas for improvement in terms of the organisation's educational performance and capability in self-assessment.

External evaluation and review reports are one contributing piece of information in determining future funding decisions where the organisation is a funded TEO subject to an investment plan agreed with the Tertiary Education Commission.

External evaluation and review reports are public information and are available from the NZQA website (www.nzqa.govt.nz).

The External Evaluation and Review (EER) Rules 2013 are available at <http://www.nzqa.govt.nz/assets/About-us/Our-role/Rules/EER-Rules.pdf>, while information about the conduct and methodology for external evaluation and review can be found at <http://www.nzqa.govt.nz/providers-partners/external-evaluation-and-review/policy-and-guidelines-eer/introduction/>.

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External Evaluation and Review Report

Real World Education

Date of report: 18 July 2019

About Real World Education

Real World Education (RWE) provides education and qualifications for domestic and international students that lead to employment in testing and research laboratories in New Zealand. RWE also provides training and a manager certificate for laboratory staff employed in New Zealand high schools.

Type of organisation:	Private training establishment (PTE)
Location:	Real World Education Centre, TSB Tower, 8 th Floor, 1-19 Fitzherbert Avenue Palmerston North
Code of Practice signatory:	Yes, 2016 (first EER as Code of Practice signatory)
Number of students:	<p>Domestic: 25, no Māori or Pasifika; 66 per cent female, 33 per cent male; majority of students are over 30 years of age; 40 per cent born overseas</p> <p>International: 10 (all on student visas) Indian 70 per cent, Nepalese 10 per cent, Indonesian 10 per cent, Filipino 10 per cent</p>
Number of staff:	Three full-time equivalents, one part-time, and contractors
TEO profile:	See: NZQA - Real World Education
Last EER outcome:	2015 – Highly Confident in both educational performance and capability in self-assessment
Scope of evaluation:	<p>The following NZQA approved programmes:</p> <ul style="list-style-type: none">• Programmes that lead to the New Zealand Certificate in Applied Science (Level 4)¹• Programmes that lead to the New Zealand Diploma in Applied Science (Level 5)²• Programmes that lead to the New Zealand

¹ Laboratory Skills Programme, Laboratory Technician Comprehensive Programme, School Science Laboratory Technician Programme, School Laboratory Manager Programme

² School Laboratory Manager Programme, Laboratory Technician Programme (no longer being offered)

Diploma in Applied Science (Level 6)³

- The programme that leads to the Postgraduate Diploma in Analytical Science⁴ and the programme that leads to the School Laboratory Manager Certificate.⁵

MoE number: 7170
NZQA reference: C34508
Dates of EER visit: 23 and 24 May 2019

³ Laboratory Technician Comprehensive Programme, Advanced Laboratory Technician Programme (no longer being offered)

⁴ Postgraduate Diploma in Analytical Science Programme

⁵ School Laboratory Manager Certificate Programme

Summary of Results

Distance learning and practical application of skills at laboratory placements ensures RWE graduates successfully complete qualifications and are work-ready. Self-assessment is comprehensive and meets student and industry needs well. RWE is a niche provider with the capacity and capability to grow both the domestic and international student markets.

Highly Confident in educational performance

- Learning environments are planned and structured for the benefit of learners. The interactive distance learning is self-paced, closely monitored by RWE staff and aligned to industry processes.
- Students apply skills learnt from study on placements in partnering laboratories. These placements often lead to job offers.
- All students studying from 2016-2019 successfully graduated and gained relevant employment.

Highly Confident in capability in self-assessment

- Organisational purpose and direction are clear. Academic leadership is strong and effective. Increased student numbers and Tertiary Education Commission (TEC) funding (first received in 2019) has led to more staff and resources. These changes have been well managed to maximise the student experience.
- RWE is a highly reflective organisation which regularly reviews and updates programme content to meet the existing and emerging needs of students and stakeholders.
- A proactive approach to compliance is shown through regular review and active engagement with government agencies. Compliance and Code of Practice obligations are understood and well managed.

Key evaluation question findings⁶

1.1 How well do students achieve?

Performance:	Excellent
Self-assessment:	Good
Findings and supporting evidence:	<p>Student achievement is high. For example, of 14 enrolments in programmes that lead to the New Zealand Certificate in Applied Science (Lab skills) (Level 4) in 2014, there were two non-completions for identified reasons. Four students progressed to level 5. For level 6 enrolments since 2017, two of four did not complete. To address this issue, RWE increased the pastoral support for domestic students to a similar level as international students. RWE knows why students do not complete and makes comprehensive attempts to help them do so.</p> <p>Consistency of assessment outcomes is regulated by a second tutor looking over the online assessments. However, the most effective moderation occurs in practical sessions. If a student is not meeting the required skill level, this is quickly identified either during training or on laboratory placements.</p> <p>The moderation of undergraduate student assessments, while understandable given the way the programmes are arranged, is largely informal. More formalised systems of external moderation of undergraduate assessments would be an improvement.</p>
Conclusion:	All programmes are delivered online by distance, therefore completion rates of around 80 per cent across all programmes are very good. RWE tracks student progress closely and makes comprehensive efforts to assist students to complete programmes. However, systems for external moderation require further discussion and development.

⁶ The findings in this report are derived using a standard process and are based on a targeted sample of the organisation's activities.

1.2 What is the value of the outcomes for key stakeholders, including students?

Performance:	Excellent
Self-assessment:	Excellent
Findings and supporting evidence:	<p>All stakeholders benefit from RWE programmes. Students gain real laboratory industry experience while laboratory employers gain committed unpaid labour and the opportunity to gauge a student's skill set. Employer feedback indicates that RWE programmes have a role in career advancement.</p> <p>Laboratories are audited by International Accreditation New Zealand and other agencies against rigorous standards. Near the end of a placement in a partnering laboratory, RWE assesses the students but relies mostly on the ongoing student records kept by the laboratory supervisor. The high standards required for laboratories to maintain compliance, and the daily contact with participants on partnering laboratory placement by RWE staff, provide assurance that students are competently meeting industry standards.</p> <p>In the years 2016-2019, 100 per cent of graduates (domestic and international) had a laboratory job on programme completion or within a week of receiving a post-study work visa. Of those already in laboratory jobs at secondary schools, many had increased responsibilities after completing the School Laboratory Manager Programme or School Laboratory Manager Certificate Programme. The laboratory manager role comes with added legal and regulatory responsibilities. RWE is the only provider of this schools-based programme.</p> <p>Demand for trained laboratory staff is high. Often laboratories where students have had placements employ these graduates once qualified. RWE has limited competition from other educational organisations and all graduates get jobs.</p>
Conclusion:	<p>RWE's programmes lead to valued outcomes for both domestic and international students. Both students and employers benefit from industry placements that realistically gauge student skills, build competence and foster work-readiness. RWE is informed by industry feedback and adjusts programmes as needed. Graduates gain qualifications, relevant employment and promotions from completing RWE programmes.</p>

1.3 How well do programme design and delivery, including learning and assessment activities, match the needs of students and other relevant stakeholders?

Performance:	Excellent
Self-assessment:	Excellent
Findings and supporting evidence:	<p>Provision is driven by industry needs and matching of needs is very strong. RWE's programmes closely align theory and practice. RWE built the video interface for the distance learning because no off-shelf e-learning product was suitable. Interactive online theoretical knowledge is flexible, engaging and accessible by personal computer and will soon be available on students' mobile phones. Students progress at their own pace and can revisit topics for revision. Practical competency is measured by the ability to repeat a task three times continuously.</p> <p>Partner laboratories provide practical experience for the students. Placements also provide exposure to New Zealand working conditions and work expectations. RWE provides guidance pre-placement on suitable topics for conversation at work and the interpersonal skills that employers value. Placements are proxy job interviews where punctuality, timeliness and teamwork are all being assessed.</p> <p>Laboratories benefit from the unpaid work of students. They also enjoy the kudos of supporting the wider industry through involvement in training students. RWE is responsive to industry needs. When a partner laboratory identified a need for students to understand how to use microscopes, RWE responded by purchasing a microscope and incorporating its use into training.</p> <p>Based on concerns expressed by some laboratories about the spoken English abilities of some participants, RWE did a review and increased speaking and listening sub-score requirements for all programmes.</p>
Conclusion:	RWE programmes are regularly reviewed and updated. Programme design and delivery is engaging to students and is industry-relevant. Students understand the importance of successful laboratory placements for their future options, particularly the ability to live and work in New Zealand.

1.4 How effectively are students supported and involved in their learning?

Performance:	Excellent
Self-assessment:	Excellent
Findings and supporting evidence:	<p>RWE became a Code of Practice signatory in 2016 and gained TEC funding for the 2019 academic year. These changes have led to a steady growth in student numbers (domestic and international) and enabled targeted investment in extra staff and improved facilities. These factors have contributed significantly to RWE's capacity to support domestic and international students, academically and pastorally. Students describe RWE as 'like a second family'. Staff are helpful, positive and responsive.</p> <p>Pre-selection of students is rigorous. It includes interviews to assess capability in English language skills, both spoken and comprehension. Rolling enrolments often mean induction is undertaken with individual students or in small groups. Students and tutors know each other well. Students are mostly mature, well motivated and familiar with study and its requirements. Each student has their own individual learning plan which is worked out with a tutor and regularly reviewed to ensure it supports appropriate progress goals. RWE monitors the time students take to complete parts of the online programme modules.</p> <p>A contact person at each laboratory sets up and follows the student on placement. RWE visits a month after the placement has started and at the end of the placement. Students provide daily email feedback to RWE detailing their progress and tasks undertaken each day. RWE calls each laboratory weekly to check on the students and gain feedback. This information is collated in the student's file, is available to all staff and leads to change if required.</p>
Conclusion:	Mature, self-motivated students manage their distance learning goals effectively. RWE monitors online and laboratory placement student activities. Regular contact between students, RWE staff and contact people at laboratories ensures that academic and other issues are proactively managed.

1.5 How effective are governance and management in supporting educational achievement?

Performance:	Excellent
Self-assessment:	Excellent
Findings and supporting evidence:	<p>RWE is meeting the New Zealand government and industry need for highly skilled immigrants. Entry to the postgraduate qualification is rigorous. It includes higher English language proficiency, a related tertiary qualification and relevant work experience. RWE has let agents know that RWE also wants to gradually raise the bar for entry to undergraduate programmes because higher-skilled workers add greater value to the New Zealand economy.</p> <p>Before TEC funding, all domestic students had to be self-funded which put the programmes out of reach for most domestic students, including Māori and Pasifika. The STEM⁷ focus and practical nature of laboratory jobs provide opportunities for these groups, including pathways to work. RWE's TEC investment plan includes engaging with Māori and Pasifika students.</p> <p>Advantages of this engagement include laboratory placements near high concentrations of Māori and Pasifika; these groups can participate with a computer and get tutor help without leaving home. TEC funding will allow RWE to take learning activities (block courses, tutorials, travelling laboratory) to these communities and allow the students to celebrate their achievements with family and friends. RWE has contacted Māori leaders in Palmerston North and career counsellors in Auckland high schools to discuss these ideas.</p> <p>RWE supports educational achievement through student scholarships which are well utilised. TEC funding has enabled better resourcing, increased staffing, IT upgrades and purchases of laboratory gear and books.</p>
Conclusion:	RWE management is student-centred. Academic leadership is strong and staff are highly valued. RWE balances innovation and continuity of business. TEC funding has enabled managed growth, increased resourcing and provision of programmes to domestic and international students.

⁷ Science, technology, engineering, mathematics

1.6 How effectively are important compliance accountabilities managed?

Performance:	Good
Self-assessment:	Good
Findings and supporting evidence:	<p>Compliance management accountabilities have increased considerably since RWE became a Code of Practice signatory in 2016 and in receipt of TEC funding in 2019. To manage these added accountabilities, RWE has introduced a calendar system to meet deadlines. Other measures include an encrypted file server and hourly back-up of data.</p> <p>RWE reviews its compliance with the Code of Practice annually, as required. In 2017, RWE's self-assessment was randomly selected by the NZQA Code Team and the feedback used to inform the next year's self-assessment. RWE quickly responded to the 2019 Code of Practice amendments to enable the changes to be incorporated.</p> <p>RWE's programmes do not fit easily into TEC systems. To address this, RWE contacted the TEC to discuss reporting requirements. The TEC has said it will be tolerant of any reporting problems.</p> <p>RWE has one postgraduate student currently and is due for an NZQA degree monitoring visit in 2019. RWE needs to consider how it will meet degree monitoring requirements for moderation and a more formal advisory board. RWE wants to develop useful systems and structures that meet the needs of NZQA monitoring, RWE and students.</p> <p>Contracts with partnering laboratories are clear. International students are vetted by immigration as well as RWE processes. RWE submits a Criminal Conviction check request with the Ministry of Justice before they arrange any placement in any partnering laboratory.</p>
Conclusion:	RWE manages compliance accountabilities well. Some systems are not yet fully developed due to recent TEC funding and degree-level monitoring requirements. RWE is fully committed to meeting these requirements effectively.

Focus Areas

This section reports significant findings in each focus area, not already covered in Part 1.

2.1 Focus area: New Zealand Certificates and Diplomas in Applied Science (Levels 4-6)

Performance:	Excellent
Self-assessment:	Excellent

2.2 Focus area: Schools Programmes

Performance:	Excellent
Self-assessment:	Excellent

2.3 Focus area: International Students: Support and Wellbeing

Performance:	Excellent
Self-assessment:	Excellent

Recommendations

Recommendations are not compulsory but their implementation may improve the quality and effectiveness of the training and education provided by the tertiary education organisation (TEO). They may be referred to in subsequent external evaluation and reviews (EERs) to gauge the effectiveness of the TEO's quality improvements over time.

NZQA recommends that Real World Education:

- Consider reviewing external moderation processes for undergraduate programmes to ensure they provide sufficiently strong validation of the practical assessment outcomes of the students at partnering laboratories.
- Consider formation of an advisory board to further formalise input from varied stakeholders.

Requirements

Requirements relate to the TEO's statutory obligations under legislation that governs their operation. This include NZQA Rules and relevant regulations promulgated by other agencies.

There are no requirements arising from the external evaluation and review.

Appendix

Conduct of external evaluation and review

All external evaluation and reviews are conducted in accordance with NZQA's published rules. The methodology used is described in the web document <https://www.nzqa.govt.nz/providers-partners/external-evaluation-and-review/>. The TEO has an opportunity to comment on the accuracy of this report, and any submissions received are fully considered by NZQA before finalising the report.

Disclaimer

The findings in this report have been reached by means of a standard evaluative process. They are based on a representative selection of focus areas, and a sample of supporting information provided by the TEO under review or independently accessed by NZQA. As such, the report's findings offer a guide to the relative quality of the TEO at the time of the EER, in the light of the known evidence, and the likelihood that this level of quality will continue.

For the same reason, these findings are always limited in scope. They are derived from selections and samples evaluated at a point in time. The supporting methodology is not designed to:

- *Identify organisational fraud⁸*
- *Provide comprehensive coverage of all programmes within a TEO, or of all relevant evidence sources*
- *Predict the outcome of other reviews of the same TEO which, by posing different questions or examining different information, could reasonably arrive at different conclusions.*

⁸ NZQA and the TEC comprehensively monitor risk in the tertiary education sector through a range of other mechanisms. When fraud, or any other serious risk factor, has been confirmed, corrective action is taken as a matter of urgency.

Regulatory basis for external evaluation and review

External evaluation and review is conducted under the Quality Assurance (including External Evaluation and Review (EER)) Rules 2016, which are made by NZQA under section 253(1)(pa) of the Education Act 1989 and approved by the NZQA Board and the Minister authorised as responsible for Part 20 of the Education Act.

Self-assessment and participation and cooperation in external evaluation and review are requirements for:

- maintaining accreditation to provide an approved programme for all TEOs other than universities, and*
- maintaining consent to assess against standards on the Directory of Assessment Standards for all TEOs including ITOs but excluding universities, and*
- maintaining training scheme approval for all TEOs other than universities.*

The requirements for participation and cooperation are set through the Programme Approval and Accreditation Rules 2018, the Consent to Assess Against Standards Rules 2011 and the Training Scheme Rules 2012 respectively. These rules were also made by NZQA under section 253 of the Education Act 1989 and approved by the NZQA Board and the Minister.

In addition, the Private Training Establishment Rules 2018 require registered private training establishments to undertake self-assessment and participate in external evaluation and review as a condition of maintaining registration. The Private Training Establishment Registration Rules 2018 are also made by NZQA under section 253 of the Education Act 1989 and approved by the NZQA Board and the Minister for Tertiary Education, Skills and Employment.

NZQA is responsible for ensuring non-university TEOs continue to comply with the rules after the initial granting of approval and accreditation of programmes, training schemes and consents to assess and registration. The New Zealand Vice-Chancellors' Committee (NZVCC) has statutory responsibility for compliance by universities.

This report reflects the findings and conclusions of the external evaluation and review process, conducted according to the Quality Assurance (including External Evaluation and Review (EER)) Rules 2016. The report identifies strengths and areas for improvement in terms of the organisation's educational performance and capability in self-assessment.

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