

Te Kawa Maiororo

Educational Regulatory Framework

This document of Te Kawa Maiororo | Educational Regulatory Framework, has been derived from the Te Pūkenga Te Kawa Maiororo | Educational Regulatory Framework. It outlines the sections of the original framework that are applicable to work-based learning (WBL) and has been adapted to reflect Primary ITO's policies, procedures, and operating context.

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Part 1: Te Kawa Maiooro Framework

1.1. Structure of Te Kawa Maiooro

Te Kawa Maiooro is set out as follows:

Part 1. Te Kawa Maiooro Framework

Part 2. Enrolment

Part 3. Recognising Prior Knowledge and Skills

Part 4. Programme Regulations

Part 5. Learning, Teaching, and Training

Part 6. Assessment

Part 7. Awards

Part 8. Glossary of Terms

1.2. Purpose of Te Kawa Maiooro

1. Te Kawa Maiooro aims to ensure the integrity and quality of learning, teaching, and assessment throughout Primary ITO and the integrity and quality of the qualifications and educational outcomes which learners achieve.
2. As a fit for purpose regulatory framework, Te Kawa Maiooro:
 - a. encourages excellence, ensuring the principles of Te Tiriti o Waitangi are reflected in educational practice.
 - b. ensures equity of opportunity, experience, and outcomes by consistently treating learners fairly, regardless of where and how they learn.
 - c. promotes a shared understanding of modes of learning and delivery requirements and expectations of learners and staff.
3. As a fit for the future regulatory framework, Te Kawa Maiooro outlines the overarching regulatory standard for Primary ITO. The regulatory framework encourages flexibility and responsiveness to the emerging education needs of Te Tiriti o Waitangi partners, community, and industry.

1.3. Scope of Te Kawa Maiooro

1. Except where noted, Te Kawa Maiooro applies to all Primary ITO learners and staff and to all learning, teaching, rangahau, research, and support activities delivered by and on behalf of Primary ITO. Additional regulations may apply and are detailed in Programme Regulations and/or work-based learning Training Agreement. Where there is inconsistency between Te Kawa Maiooro and Programme Regulations and/or a Training Agreement, the Programme Regulations and/or Training Agreements prevail.
2. Te Kawa Maiooro is consistent with relevant New Zealand legislation. In the event of any inconsistency between Te Kawa Maiooro and legislation, the relevant legislative provisions prevail in regard to that inconsistency.
3. Waivers or one-off variations to provisions of Te Kawa Maiooro, and any inconsistencies with other regulatory or policy frameworks, with respect to a business division are decided by the delegated authority, taking into account the best interests of learners. Any provisions that are mandated by an external regulatory body, New Zealand legislation, or the New Zealand Qualifications Authority (NZQA) cannot be waived.

1.4. Interpretation

1. In this regulatory framework:
 - a. Any reference to Primary ITO means the Food and Fibre Industry Skills Board, trading as Primary ITO.
 - b. The terms 'programme' and 'product' include all forms of education and training at Primary ITO.
 - c. Defined terms are set out in Part 9 of this framework.
 - d. Any reference to gender includes all genders, and a reference to the singular includes the plural and vice versa.
 - e. Any references to Primary ITO processes or procedures means the processes or procedures of the Food and Fibre Industry Skills Board, trading as Primary ITO where learners are enrolled with or through.
 - f. Unless the context otherwise requires, references to Parts and provisions are references to Parts and provisions in this framework.
 - g. Except where defined in this regulatory framework or where it is inconsistent with the context, words used mean the same as set out in section 10 of the Education and Training Act 2020.

1.5. Changes to Te Kawa Maiooro

1. Te Kawa Maiooro is governed by the Primary ITO Academic Committee and approved [by](#) Primary ITO Executive Leadership Team.
2. Primary ITO reserves the right to change its policies, procedures, and regulations at any time.
3. Any such changes that affect learners and/or learning and delivery activities are included in published programme information and/or notified to all learners and staff affected by the change.
4. The electronic version of Te Kawa Maiooro is the approved version and is available on the Primary ITO website

Part 2: Enrolment

General

Primary ITO aims to ensure equitable access to learning and enrolment for all learners, while adhering to relevant rules and policies. Particular attention is given to supporting Māori, Pacific, Disabled, and other priority equity groups. Part 2 of *Te Kawa Maiororo* addresses work-based learning for all learners, whether domestic or non domestic.

2A: Enquiries, Information, and Identity Verification

This section applies to all learners enrolling or intending to enrol with Primary ITO.

2.1. Information

1. Primary ITO provides prospective learners with complete and accurate information, to help them make well-informed decisions about study and training, including:
 - a. Programme information;
 - b. Training agreements and/or Programme Regulations;
 - c. Fees and course-related costs;
 - d. Delivery mode(s);
 - e. Entry requirements and selection processes;
 - f. Additional programme requirements where applicable, e.g., Police vetting; Licensing; Ministry of Justice checks, drug testing; health checks;
 - g. Opportunities for recognition of prior knowledge and skills;
 - h. Learners support services;
 - i. Further education or training pathways;
 - j. How to withdraw from or put a training agreement on hold, including financial and other implications;
 - k. Additional information as stated in the [Education \(Pastoral Care of Tertiary and International Learners\) Code of Practice 2021](#) and/or the [Code of Good Practice for New Zealand Apprenticeships 2023](#).

2.2. Application and Enrolment Support

1. Primary ITO is committed to an enrolment process that is timely, equitable, and characterised by good communication, and provides prospective learners/employers with appropriate support through the application and enrolment processes.

2.3. Advice about Recognition of Knowledge and Skills

1. At the time learners apply, Primary ITO provides information on how knowledge and skills previously gained in formal and informal settings may be recognised, how to apply for recognition of knowledge and skills, and the recognition process.

2.4. Verification of Identity and Eligibility

1. Primary ITO verifies learners' identity and eligibility in accordance with current Tertiary Education Commission (TEC) Funding Conditions¹.
2. Learners who have changed their name provide one or more of the following as applicable:
 - a. Marriage Certificate or Civil Union Certificate
 - b. Dissolution of Marriage Certificate
 - c. Name Change Certificate (for learners whose births are not registered in New Zealand)
 - d. Statutory Declaration as issued by the Registrar of Births, Deaths, and Marriages

¹ Refer Funding Conditions Catalogue for current year on [TEC website](#)

- e. Birth Certificate

2B: Work-based Learning

Definition of Work-based learning are learners, including apprentices, whose principal learning activity is in a workplace and covered by a training agreement. 'Employer' includes volunteer organisations, contracting organisations, and owner-operators, where permitted by the TEC.

2.5. Training Agreement

1. The training agreement serves as an application for formal work-based learning.
2. The three-way training agreement is between and signed by learners, Primary ITO, and:
 - a. the employer, if learners is employed by the employer; or
 - b. the relevant contracting organisation, if learners is self-employed in a contract for service with that organisation; or
 - c. the relevant volunteer organisation, if learners is a volunteer with that organisation.
3. Where a learner is self-employed, a contractor, or an owner-operator, and is completing both the Learner and Employer sections of the Training Agreement, the learner must also complete a Training Agreement Addendum and submit it with the Training Agreement.
4. Learners meet applicable programme entry requirements.
5. Learners are required to be accurate and truthful in their training agreement and supporting documentation.
6. Learners who are only 15 years of age when they sign the training agreement need an [Early Leaving Exemption \(ELX\)](#) from the Ministry of Education.

2.6. Fees for Work-based Learning

1. Training agreements specify which party/parties are required to pay any applicable fees.
2. Where fees apply to a training agreement, the payer specified in the training agreement is responsible for the payment of fees and is invoiced according to the terms of the training agreement.
3. Additional payment terms and conditions may apply.

2.7. Non-Domestic Learners in Work-based Learning

1. Non-domestic Learners who meet Immigration New Zealand visa requirements, including those eligible for a Non-Domestic Learner Exemption (NDLE), may be eligible for work-based learning.
2. To be a TEC funded Non-domestic Learner the learner must hold a valid Accredited Employer Work Visa for the duration of their programme and be employed in a Green List Role, or within the scope of a Sector Agreement.
3. Non-domestic Learners meet programme entry requirements including English language requirements where applicable.
4. Where the Accredited Employer Work Visa specifies the workplace, learners must arrange a Variation of Condition if their employer changes.

2.8. Withdrawal from or Cancellation of Training Agreements

1. Learners may withdraw from their training agreement, or the training agreement may be cancelled by the employer, contracting or volunteer organisation, or Primary ITO. Open dialogue between all parties is encouraged where withdrawal or cancellation of a training agreement is being considered by any party. Primary ITO recognises that, in some cases, withdrawal may be the appropriate option.
2. The initiating party notifies the other parties in writing of their intention to withdraw or cancel.

3. If an employment, contracting, or volunteer agreement ceases for any reasons, the employer, contracting, or volunteer organisation notifies Primary ITO promptly. In accordance with TEC rules, Primary ITO can allow learners a specified timeframe to find another job before cancelling the training agreement.
4. Refunds follow the terms, conditions, and timeframes set out in the training agreement.

2.9 Cancellation of a Programme or Course

1. Primary ITO may cancel or postpone a programme or course. Cancellation decisions are made by the delegated authority as early as possible to enable learners to make informed choices.
2. As far as is practically possible, Primary ITO avoids cancelling or making other significant changes to an advertised programme or course less than two weeks before it starts (or five working days for short courses).
3. Primary ITO assists affected learners with other options if available.
4. Learners unable to enrol in an alternative course or programme offered by Primary ITO will be offered a refund in line with Primary ITO's Pricing and Fees Policy.

Part 3: Recognising Prior Knowledge and Skills

General

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

3.1. Recognising Prior Knowledge and Skills

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

3.2. Applying for Recognising Prior Knowledge and Skills (RPKS)

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

3.3. Awarding Credit

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

3.4. Appealing Decisions

1. Where credit is not awarded, either in total or in part, clear reasons for the decision are recorded. Under the Learners Appeals Policy, learners have the right to appeal the outcome or decision of an RPKS process following the business division appeals procedures.

3.5. Records

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

Part 4: Programme Regulations

General

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

4.1. Programme Regulations

1. Te Kawa Maiooro provides the minimum expected requirements for learners and staff. Programme regulations may set specific requirements, e.g., for entry, require credits in specific subjects such as science, or higher requirements than Te Kawa Maiooro to meet the expectations and requirements of an external regulatory or standard setting body.
2. Programmes may include exceptions to, or restrictions on, provisions in Te Kawa Maiooro, e.g., limits on RPKS. Any such exceptions or restrictions are clearly stated in approved programme regulations and/or relevant programme information, e.g., programme handbook or course outline.
3. Where a higher standard is set or restrictions or exceptions apply, the programme regulations override the provisions in Te Kawa Maiooro.
4. Learners are enrolled and complete under the programme regulations in place when they first enrol, except where change is required by an external regulatory or standard setting body. In such cases, Primary ITO works with learners to ensure they are aware of the changes being made, the impact on their programme, and to ensure they are not disadvantaged by the change. All changes, discussions, and agreements are notified to learners in writing.

Part 5: Learning, Teaching, and Training

General

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

5.1. Participation and Engagement

1. Learners are expected to comply with their programme regulations and/or the conditions of their training agreement and participate in all learning activities that are part of their programme or course.
2. Participation requirements, including any attendance requirements, are set out in the programme and/or course information provided to learners at the start of their programme or course.
3. Where attendance is specified as a requirement of an enrolment contract or training agreement, learners must notify Primary ITO or their Training advisor of any absence or non-participation.

5.2. Progress

1. Primary ITO provides learners with timely, sufficient, and constructive feedback on their progress and connects learners with the appropriate supports where needed.
2. Where learners make unsatisfactory progress, they may be withdrawn from their programme and declined re-enrolment.
3. Learners who have had their enrolment withdrawn or reenrolment declined and who wish to reenrol apply to the delegated authority prior to the programme or course start date. To be approved, they must satisfy the delegated authority that they have a reasonable chance of success. Primary ITO may put conditions or limitations on the reenrolment to ensure the learners has a reasonable chance of success.
4. Learners who repeat a course and do not pass may not enrol for a third time, except with the permission of the delegated authority. Where a third enrolment in a course is allowed, Primary ITO may put conditions on the reenrolment to ensure the learners has a reasonable chance of success.

5.3. Standards of Behaviour

1. To ensure a safe, inclusive, equitable, and effective learning environment, Primary ITO sets out the standards of behaviour in the learner information handbook and in 5.3.2, 5.3.3 and 5.3.4 listed below. The expectations apply to learners when they are engaging in training days, when they are undertaking Primary ITO learning or social activities or online, and when they are representing or engaging with Primary ITO in the community or on social media. Learners in work-based learning comply with their employer's expected codes of conduct when in the workplace.
2. Unacceptable behaviours include:
 - a. Breaking any New Zealand laws
 - b. Any form of violence or threat of violence
 - c. Any form of harassment, bullying or discrimination (including on social media)
 - d. Endangering yourself or others
 - e. Being intoxicated or under the influence of drugs on Primary ITO premises or when involved in activities organised by Primary ITO (formal or informal)
 - f. Smoking (including vaping) inside any Primary ITO site
 - g. Showing disrespect for people's personal, social, and cultural differences
 - h. Showing disrespect for the needs, rights, and freedoms of others
 - i. Engaging in dishonest academic practices (e.g., cheating or plagiarism)

- j. Misusing technology, software, hardware, or communication systems provided by Primary ITO
 - k. Vandalism or other misuse/abuse of Primary ITO facilities and buildings
 - l. Disruptive or disrespectful behaviour in class that interferes with the ability of Primary ITO staff to provide a safe and respectful learning environment for all learners.
3. Breaches of conduct and unacceptable behaviours are dealt with confidentially, fairly, and in a culturally appropriate manner in accordance with the relevant policy and procedures.
4. Under the Learners Appeals Policy, learners may appeal a breach of conduct decision following the business division appeals procedures.

5.4. Concerns and Complaints

1. Primary ITO takes learners concerns and complaints seriously and is committed to providing learners with access to fair, effective, and culturally appropriate procedures for raising and resolving issues.
2. The process for raising and resolving concerns and complaints is set out in the Learners Concerns and Complaints Policy.

5.5. Appeals

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

Part 6: Assessment

General

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

6.1. Assessment Information

1. Primary ITO provides learners with assessment information at the start of their course or work-based learning programme; where appropriate, information includes the number, types, and assessment requirements, conditions, and expectations, assessment dates, criteria for success, and how to access further assessment and appeal provisions.
2. No changes may be made to summative assessment requirements and conditions after the course or training agreement start date unless approved by the delegated authority and notified in writing to all affected learners.
3. It is the responsibility of learners to ensure they are familiar and comply with all assessment requirements and conditions for their course or work-based learning programme.
4. Learners must attempt and submit all summative assessment items within the timeframe or by the due date indicated in the course outline unless an extension has been granted (refer to 7.5 Variations to Assessment).

6.2. Assessment in te reo Māori

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

6.3. Supported Assessment

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

6.5. Variations to Assessment

Variations to assessment are provided to support learners' needs and circumstances², where needed. Staff and learners work together to determine the appropriate support or variation for their particular needs or circumstances. Variations to assessment are approved by the delegated authority.

1. Due Date Extensions
 - a. Learners who anticipate difficulty in submitting assessments by the due time and date may request an extension. The extension must be agreed to prior to the assessment due date.
 - b. The staff with responsibility for the relevant course has the authority to approve extensions that are within the course dates.
 - c. Extensions that fall outside of the course end date can only be approved by the delegated authority.
2. Alternative arrangements
 - a. Learners who have a particular need, e.g., a temporary or permanent disability or impairment, or an exceptional circumstance may request alternative arrangements.
 - b. Alternative arrangements enable fair and valid assessment without affecting the integrity of the assessment and may include an alternative assessment that meets the same learning outcomes, or an alternative time and/or location.
 - c. Requests for alternative arrangements should be made at least two weeks prior to the assessment date or due date.
3. Resits or resubmission of assessment tasks
 - a. Unless otherwise indicated in the programme regulations or unit standard assessment conditions, and if appropriate for the programme level and assessment type, learners who have attempted and failed an in-course assessment task are allowed one resubmission or resit of the assessment task.
 - b. A request for a resit or resubmission is made to relevant staff no later than five working days after the marked assessment has been returned to the learners.
 - c. Unless otherwise indicated, the maximum mark or grade available for a resubmission or resit is the minimum pass mark or grade.
 - d. Any fees, restrictions, or limitations on resits or resubmissions of assessment are detailed in the programme regulations or programme handbook, and, where appropriate, in the relevant course outline.
4. If learners submit an assessment after the due date and/or time without an approved extension, the assessor may:
 - a. Mark the assessment and apply a penalty to the mark for each day the assessment is late; or,
 - b. After discussion with the programme manager, not accept the assessment and assign a Not Passed (NP) or equivalent failing grade.
5. If learners do not attempt or submit an assessment by the due date and/or time without an approved extension, the assessor assigns a Not Passed (NP) or equivalent failing grade.
6. Penalties for late submission of assessment are documented in the programme information and communicated to learners.

6.7. Academic Integrity

1. Primary ITO requires learners to be honest and act with integrity in their learning and assessments. Learners are required to:
 - a. present their own original work for assessment

² This provision is to support learners who may need additional time, alternative arrangements, or who have failed their assessment and wish to request a resubmission opportunity.

- b. acknowledge contributions from other sources by using the referencing format required for the programme (failure to do this correctly may be regarded as plagiarism); this includes direct copying, paraphrasing, summarising, and the rearranging of, another person's words or idea/s
 - c. not cheat in tests or examinations
 - d. ensure they follow all instructions and the correct procedures (e.g., no use of mobile phones or personal electronic devices)
 - e. not collude on assessments with other learners
 - f. collaborate only as permitted
 - g. not over- or misrepresent the individual contributions of members of any group assignment
 - h. not knowingly help others to cheat
 - i. not present another person's assessment as their own (this includes purchased and AI-generated assessments)
 - j. not act or behave in a way that prevents others from completing their assessments
 - k. keep written and electronic work secure to prevent others from accessing and copying work.
2. Any exceptions to the above are clearly stated in the information and requirements for the course.
 3. By enrolling at Primary ITO, learners agree to their work being reviewed by various means to confirm an assessment is their own work. This includes the use of similarity detection software.
 4. Any breaches of academic integrity follow the process set out in the Academic Integrity Policy and Primary ITO procedures.

6.8. Notification of Assessment Results

1. Primary ITO normally notifies summative assessment results to learners within 15 working days of the submission date of the assessment due date.
2. Marking of large assessments may require more time. In such cases, timeframes for the return of assessment results are indicated in the course outline or programme handbook.

6.9. Access to Marked Assessments

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

6.11. Retention of Assessment Evidence

1. Primary ITO complies with relevant legislation and NZQA rules on retention of assessment.
2. Primary ITO retains copies of marked assessment evidence for 24 months after the date of assessment.
3. Once no longer required by Primary ITO or any external agency, assessment evidence is securely destroyed except where:
 - a. The assessment is subject to an appeal or a disciplinary procedure
 - b. The learners has given permission for the assessment to be held by Primary ITO.
4. Copies of learner's assessment evidence may be retained by Primary ITO for moderation purposes.
5. Moderation materials, including learners' assessment evidence, are retained by Primary ITO for a period of no less than two years.

6.12. Approval of Final Course and Programme Results and Outcomes

1. Final results and outcomes for courses and programmes are approved through the relevant procedures.

2. Course and programme decisions are based on learners performance in the summative assessment tasks in the course and the overall achievement across all courses in a programme.

6.13. Notification of Final Course or Programme Outcomes

1. Final course and programme outcomes are normally provided to learners within 15 working days of the end date of the course or programme. Any exceptions to the return of outcomes timeframe are specified in the course outline or programme handbook, or approved by the delegated authority and learners are notified in writing.

6.14. Reassessment Opportunities

1. Learners covered by a training agreement work with their Training advisor on reassessment opportunities where needed.

6.15. Assessment Grades

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

Grade	Description
C	Completed - The learner has demonstrated competency in the assessment
NC	Not Completed - The learner has not demonstrated competency in the assessment
Exempt	The learner has completed the same assessment or assessment standard in another qualification or institution. In the case of an assessment standard, credit is not be reported to NZQA and Where an equivalent Assessment Standard is recognised by the programme and approved by WDC/NZQA

6.16. Reconsideration of Assessment Decisions

1. Learners who believe their mark for an assessment is incorrect should first discuss this with their tutor or training advisor within five working days of the return of assessment.
2. The tutor or training advisor provides feedback to the learners to clarify why the mark was awarded and may, if justified, amend the result.
3. If the learner still believes that the mark is incorrect, they may apply for a reconsideration following the complaints process set out in Primary ITO Complaints Policy.
4. Reconsideration requests are investigated, and appropriate action decided by the delegated authority. Actions may include a re-mark, reconsideration or review of evidence, reassessment, or no action. Reconsideration may lead to no change in your mark.

Part 7: Awards

General

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

7.1. Formal Awards

1. Formal awards apply to NZQA-approved qualifications and TEC-approved New Zealand Apprenticeships. Primary ITO offers the following formal awards:
 - a. New Zealand Diploma (NZD) (Levels 5 – 7)
 - b. New Zealand Certificate (Levels (NZC) 1 – 6)
 - c. Micro-credential (MC)
 - d. New Zealand Apprenticeship (NZA)

7.2. Non-formal Awards

1. Primary ITO offers a mix of assessed and non-assessed educational packages of learning that lead to the issuance of non-formal awards or recognition of achievement on successful completion. Primary ITO offers the following non-formal awards:
 - a. Completion Certificate for Limited Credit Programme (LCP) or Supplementary Credit Programme (SCP)
 - b. Participation/Attendance Certificate

7.3. Eligibility for Formal Awards

1. A formal qualification is awarded to learners who successfully complete the programme requirements.
2. Where completion of the programme leads to an award by another authority, the regulations of that authority apply.
3. Formal qualification completion and award is confirmed and conferred through the qualification completion procedures.
4. Learners who are awarded a formal qualification are eligible to receive their certificate upon confirmation and conferral.
5. Learners with unpaid fees who are eligible for a formal award are eligible to have their award confirmed and conferred but their certificate is withheld until any outstanding fees have been paid.

7.4. Certificates

1. Certificates are issued in English. The name of the award being granted is printed as approved by NZQA and/or TEC.
2. The format and wording of the graduation certificates is set out in Primary ITO awarding of certificate procedures.
3. The graduate's legal name, as recorded in Primary ITO records, appears on their certificate.
4. Learners may apply for reissue of their graduation certificate by using the replacement certificate procedure.

7.5. Cancellation of Awards

1. Primary ITO may refuse to confirm an award or may revoke an award if satisfied that
 - a. the requirements were not fully met
 - b. the award was affected by a learning integrity matter, serious breach or dishonest practice in relation to the award
 - c. learners made a materially untrue or misleading statement related to gaining the award.
2. Primary ITO may revoke any award conferred or issued in error.
3. Revoking an award is regarded as final and learner's records are amended.

4. Cancellation of awards decisions are made by Primary ITO and reported to Executive Leadership Group via the Registrar of Academic Services.

7.6. Distribution of Awards

1. Learner certificates will be issued either directly to the learner, the employer, or the training advisor for distribution to the learner.
2. It is the responsibility of the Learner to ensure they have received their certificate(s) within six (6) months from the date of achievement. Any certificate requests made after this period will be processed in accordance with the Replacement Certificate Procedure and will be subject to additional fees.

Part 8: Glossary of Terms

Term	Definition
Academic Integrity	Academic integrity is a belief in, and commitment to, the values of honesty, trust, fairness, respect, and courage in relation to learning, teaching, rangahau, research, and assessment.
Learner/s	A (current, past, and future) domestic industry trainee or apprentice, non-domestic industry trainee or apprentice. A person= who is involved in learning and/or assessment (with a training provider or in the workplace, etc.).
Appeal	A formal application to a higher authority for a decision to be reversed.
Apprentice	A person receiving New Zealand Apprenticeship training.
Apprenticeship training	A type of vocational education and training that— <ul style="list-style-type: none"> a. is provided for a person who is working in an industry while undertaking training in that industry; and b. is provided wholly or partly at the person’s workplace, mainly by or on behalf of the person’s employer; and c. consists of a programme or training, or both, leading to a qualification in the skills of an industry that provides entry into an occupation in that industry
Assessment standard	Unit/Skill standards and achievements standards listed on the Directory of Assessment Standards. Refer to NZQA website.
Assessor	A person who evaluates the assessment evidence presented by a learner.
Award	Award means a certificate, or other qualification that is listed on the NZQCF; or a certificate or other document granted in recognition of a learner’s achievement and completion of a micro-credential or other package of learning.
Certificate	A document that evidences the awarding of a qualification to an individual learner or confirms a learner’s attendance or participation in a course.
Competence	The ability to apply particular knowledge, skills, attitudes, and values to the standard of performance required in specified contexts.
Complaint	An expression of dissatisfaction where the learner seeks some form of redress or change in a situation; where the learner considers that they have been directly or adversely impacted, which requires a formal process of resolution.
Components	Parts of a programme or micro-credential (or “short course”), which together make up a coherent arrangement of learning or training. Components are usually courses but may sometimes be called papers, units, modules, and unit, skill or assessment standards.
Concern	A matter where it is likely that resolution can be obtained by direct, informal consultation with the people concerned. A situation where the learner considers appropriate standards have not been met but the impact on them has not been great.
Confirmed (award)	A learner’s programme has been successfully completed, and the learner is eligible for award of the qualification.
Conferred (award)	A qualification is formally awarded to a learner.
Course	The smallest component of a programme that contributes credit towards an award (qualification or micro-credential). Refer also to “Components”
Credit	One credit represents a notional 10 hours of learning, practice, and assessment time with respect to the outcomes and contexts of a course or standard. One full-time year of study (1 EFTS) equates to 120 credits.

Term	Definition
Credit Recognition and Transfer (CRT)	A process where credit for outcomes already achieved by a learner through formal study is recognised as credit for comparable outcomes in another qualification. Encompasses both Credit Transfer and Cross Credit.
Term	Definition
Credit Transfer (CT)	Credit for previous formal learning passed at Primary ITO or at another educational institution.
Cross Credit (CC)	Credit at course or standard level for a course or standard awarded towards another programme at Primary ITO or another educational institution.
Delegated authority	A Primary ITO staff member who has been given the right to make decisions on specific matters by the Food and Fibre Industry Skills Board.
Delivery	The various aspects of a provided learning experience, including the content and context of the programme, resources, staff, teaching and learning strategies and assessment activities.
Distance online	Delivery through an online learning management system [LMS] which may include webinars / virtual lectures (recorded or live), online tutorials and discussions (synchronous or asynchronous), individual and group work
Education Code of Practice	The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021
EFTL	Equivalent full-time learner (EFTL) is a measure of the size or workload associated with a course, programme, or qualification. One EFTL unit is defined as the learner’s workload that would normally be carried out in a single academic year (12-month period) by a learner enrolled full-time and generally equates to 120 credits. Replaced EFTS as the measure in 2023 TEC Funding Conditions
EFTS	Equivalent full-time student (EFTS) as above. Replaced by EFTL in 2023 TEC Funding Conditions
Formal Award	A Qualification or Micro-credential achieved on successful completion of a programme approved by NZQA.
Industry Skills Boards (ISBs)	Industry Skills Boards (ISBs) are industry-led bodies responsible for setting and maintaining qualifications, credentials, and standards; endorsing programmes; quality assuring assessments; advising on workforce development priorities; and strengthening collaboration between vocational education and industry. The Industry Skills Board aligned to Primary ITO is the Food and Fibre Industry Skills Board. (More details)
Iwi	Extended kinship group or tribe or people. Often refers to a large group of people descended from a common ancestor and associated with a distinct territory.
Training Advisor	A Primary ITO staff member employed to support learners undertaking an apprenticeship or work-based learning covered by a training agreement.
Level	The ten levels of the New Zealand Qualifications Framework . Levels are based on complexity, with Level 1 the least complex and Level 10 the most complex. All qualifications on the NZQCF are assigned on the 10 levels.
Micro-credential	A stand-alone education product intended to enable learners to access specific knowledge and skills in a cost-effective and time-efficient way. They are smaller than qualifications, with a tight focus on developing skills to meet the immediate needs of industry, employers, iwi and/or community.
New Zealand Record of Achievement	An individual learner’s transcript of unit, skill or achievement standards credited and national qualifications completed, provided by NZQA from a national database (More details).

Term	Definition
Notional Learning Hours	Notional learning hours comprise all planned learning activities leading toward the achievement of programme or qualification learning outcomes. Ten notional learning hours equals one credit.
NSI	National Student Index. The system maintained by the Ministry of Education that contains registration details for all learners known to the Ministry. The NSI assigns a lifetime identification number (NSN, National Student Number) to each learner.
NZQA	New Zealand Qualifications Authority
NZQCF	New Zealand Qualifications and Credentials Framework
Programme (of study)	A coherent arrangement of learning or training that is based on clear and consistent aims, content, outcomes, and assessment practices, and which leads to a qualification on the NZQCF.
QMS	Quality Management System
Qualification	A certificate or diploma accredited by NZQA and listed on the NZQCF .
Recognising Prior Knowledge and Skills (RPKS) Recognition of Prior Knowledge and Skills	Primary ITO overarching term for assessing and recognising prior knowledge, skills, and learning to award credit towards a qualification, course or standard. The credit may be from previously credited learning or non-credited learning. Recognising prior knowledge, skills, and learning and awarding credit is undertaken by evaluating learners' skills and knowledge in relation to the graduate profile or other learning outcomes of a programme, component of learning, or assessment standard.
Recognition of Prior Learning (RPL)	A process of assessing and awarding credit at qualification, course, or standard level for learning, which is current and relevant, regardless of where and how that learning has occurred, e.g., through self-directed study, workplace learning, life experience, hobbies, marae-based learning, within community wānanga or participation in rangahau projects.
Stakeholders	Individuals, groups, or organisations with an interest (or 'stake') in the outcome of a qualification.
Summative Assessment	Assessment activities that contribute to learners' final results for a course. Summative assessment provides students with a specific measure of their achievement in relation to course learning outcomes. Successful completion of a summative assessment demonstrates that students have met the requirements for specific learning outcomes which may lead to progression and/or completion within the programme.
Te Kawa Maiorooro	Educational Regulatory Framework for Primary ITO
TEC	Tertiary Education Commission (Go to the TEC website).
Training Agreement	An agreement between an employer, an employee, and Primary ITO that relates to the employee's receipt of, or provides for the employee to receive, vocational education and training (whether provided by the employer or some other person)
Training Agreement Addendum	This addendum is required where a Training Agreement is entered into by a learner who is self-employed, a contractor, or an owner-operator completing both the Learner and Employer sections. The addendum records how the employer responsibilities will be managed and establishes a clear agreement regarding who is responsible for training support, pastoral care, and verification for the duration of the programme enrolment.
Unit/Skill standard	A nationally registered, coherent set of learning outcomes and associated evidence requirements, together with technical and management information that supports delivery and assessment. All unit standards are registered on the Directory of Assessment Standards assigned a level and a credit value, and may contribute to the award of a qualification.

Term	Definition
Withdrawal	When a learner, employer, and Primary ITO have conferred and the learner's Training Agreement is withdrawn, resulting in the cessation of the learner's training, or where Primary ITO withdraws the learner due to learners' disengagement from training.
Work-Based Learning (WBL)	Work-based learning comprises varying proportions of on- and off-job learning developed via a partnership between the Employer, the Learners and Primary ITO. Work-based learning is covered by a Training Agreement.