

## Terms and Conditions for Domestic Students

These terms and conditions form part of the agreement between NZTC and the student.

### 1 Law, Policy and Validity

- 1.1 This agreement is subject to the Education and Training Act 2020 and the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, and parties submit to the exclusive jurisdiction of the New Zealand Qualifications Authority and the Tertiary Education Dispute Resolution body in all matters arising from this agreement and Offer of Place.
- 1.2 Students have access to course materials in an online format as students of NZTC. Students agree that they will not on-sell any such course materials or provide the course materials to any other third party for consideration of any kind.
- 1.3 All aspects of the course guides are the intellectual property of NZTC. Students may use the contents of the guides including but not limited to text, images and videos for the purposes of their study with NZTC. The contents may not be used for any other purpose and may not be cut, snipped or shared in any format on any other platform including but not limited to social media sites such as Facebook, Twitter and Wechat.
- 1.4 The student will abide by any policy or regulation established from time to time by NZTC and published on the NZTC website, *NZTC Online*, the Undergraduate Student Handbook, the Postgraduate Student Handbook or otherwise notified to the student. It is the student's responsibility to check on the policies and regulations as they apply to the student.

### 2 Enrolment and Program/Mode Requirements

- 2.1 The student must accept the conditional or unconditional Offer of Place by signing and returning a copy of the offer to NZTC. Payment of tuition fees will be considered acceptance of the offer. Each page of the *Terms and Conditions for Domestic Students* must be signed or initialled.
- 2.2 If there is a condition on the offer, the condition will be considered to have been accepted upon the signing of this offer and terms and conditions, and / or payment of fees. For the student to enroll and start their program, the condition must be met.
- 2.3 Acceptance of the unconditional Offer of Place and the *Terms and Conditions for Domestic Students* entitles the student to enrol in NZTC in the program stated in the Offer of Place.
- 2.4 The student confirms they have daily reliable access to a computer with broadband internet capability to use while completing their program of study upon acceptance of the Offer of Place.
- 2.5 The initial teacher education programs, the Bachelor of Teaching (Early Childhood Education) and the Graduate Diploma in Teaching (Early Childhood Education) are the only qualifications offered by NZTC that are approved by the Teaching Council of Aotearoa New Zealand. Only graduates of these two programs are eligible to register as early childhood teachers. Graduating requirements for these programs include meeting all components of the Teaching Council's *Our Code, Our Standards* (2017). <https://teachingcouncil.nz/assets/Files/Code-and-Standards/Our-Code-Our-Standards-Nga-Tikanga-Matatika-Nga-Paerewa.pdf>
- 2.6 The decision by the Teaching Council of Aotearoa New Zealand to grant teacher registration and to issue a full or provisional practising certificate to a student who graduates with a NZTC Bachelor of Teaching (Early Childhood Education) or Graduate Diploma in Teaching (Early Childhood Education) qualification, is independent of the decision of NZTC to graduate students with the qualification. The Teaching Council of Aotearoa New Zealand retains an independent duty and power to be satisfied that each candidate applying for teacher registration and a practising certificate reaches the required standards and is fit to be a teacher. This includes meeting English language proficiency requirements. Whilst NZTC designs programs to be a sufficient basis for the Teaching Council of Aotearoa New Zealand to grant registration and to issue a practising certificate, NZTC cannot give any reassurances to students that the Teaching Council of Aotearoa New Zealand requirements will not change and cannot therefore guarantee that every graduation and program completion will, in every case, result in registration for the student or that a provisional or full practising certificate will be issued.
- 2.7 Students must meet the attendance and work experience requirements of their program of study, the roles and responsibilities of the student, NZTC and centre / AT in order to graduate. A description of the roles and responsibilities is available in the Field Practice Handbook.

- 2.8 Students in Initial Teacher Education (ITE) programs are required to undertake blocks of Field Practice practicum according to their programs of study. In the Graduate Diploma of Teaching (ECE), and the Bachelor of Teaching (ECE), in addition to their Home Centre placements, students are required to undertake two 20-day blocks of field practice outside their home centre in their program of study. Both Out of Home placements are to be undertaken in a centre that is NOT of the same group / chain (or company) as their Home Centre. For both Out of Home Field Practice placements the student must be 'out-of-ratio' to support their position of being a student learner for the placement.
- 2.9 The NZ Diploma in Early Childhood Education and Care (Level 5) and the NZ Diploma in Early Childhood Education and Care (Level 6) have a minimum of 40 days field practice to be completed in two blocks of 20 days. For the NZ Diploma in Early Childhood Education and Care (Level 6), a minimum of 20 days in an Out of Home Centre are required to be undertaken in a centre that is NOT of the same group / chain (or company) as their Home Centre. The student must be 'out-of-ratio' to support their position of being a student learner for the Out of Home placement.
- 2.10 Students who receive any convictions, including traffic convictions, while studying in an initial teacher education program, are required to inform NZTC in writing within five working days of the conviction.
- 2.11 Domestic students enrolling in the Postgraduate Diploma in Education (ECE), Master of Early Childhood Education or the Master of Education (ECE) are required to return their course selection form prior to each semester in order to reserve their place on their chosen courses. Academic advice is available on request. Courses are offered subject to minimum numbers. The courses offered in a semester are at the sole discretion of NZTC.

### **3 Credit Recognition and Transfer**

- 3.1 Students should indicate their intention of applying for Credit Recognition and Transfer in the application process. Refer to the Fees section of the NZTC website for Credit Recognition and Transfer charges <http://www.nztertiarycollege.ac.nz/early-childhood-education/fees>.
- 3.2 Students must submit a certified copy of an official academic transcript and detailed course descriptions including learning outcomes to Enrolments. If prior study has been completed overseas, a New Zealand Qualifications Authority *International Qualifications Assessment* may be required for credit to be granted.
- 3.3 Credit Recognition and Transfer credit will be granted prior to enrolment and the program of study will reflect the credit granted.
- 3.4 Students may not be granted credit retrospectively for courses they have already completed at NZTC.

### **4 Tuition Fees**

- 4.1 Domestic students deemed eligible for government funded Fees Free payments for any component of their program of study, who are later shown to be ineligible by the Tertiary Education Commission, will be liable to pay any outstanding tuition or compulsory fees in full upon request.
- 4.2 Invoices for domestic students are valid for three months or until the semester intake depending on the program. All invoices are invalid as of the 1 January of any calendar year as new fees are set in place at that time. Any variation to these terms of validity are at the sole discretion of New Zealand Tertiary College.
- 4.3 The tuition fees on the Offer of Place are those fees in place at the time of the offer. Fees will change each calendar year and all offers lapse as of 1 January each year to reflect the new fee regime.
- 4.4 The new tuition fees apply to re-enrolling students as well as new students.
- 4.5 Tuition fees exclude student fee protection insurance and the student card, which are invoiced in addition to tuition fees.
- 4.6 There is an NZQA reporting fee invoiced for programs that require reporting completion of the program to NZQA.
- 4.7 Students that either fail or incomplete a course(s), may be given the opportunity to resit the course(s) to complete the stage of study. Resit fees will apply.

- 4.8 In the unlikely event that NZTC is unable to deliver the program a student has enrolled in, NZTC has protected the student's fees with Public Trust. This arrangement has been accepted by the New Zealand Qualifications Authority as meeting the requirements of the Education and Training Act 2020 and the Student Fee Protection Rules 2022. Should access to your fees be necessary, you may contact Public Trust on 0800 494 733.

## **5 Withdrawals and Refunds**

- 5.1 A student may withdraw and request a refund of tuition fees prior to or at any time during their enrolment according to NZTC's Withdrawal and Refund Policy <https://www.nztertiarycollege.ac.nz/sites/default/files/student-withdrawal-refund-policy-dms.pdf>
- 5.2 NZTC reserves the right to withdraw a student from study for unsatisfactory academic progress and / or breaches of professional conduct.
- 5.3 If you withdraw or are withdrawn from study, NZTC will refund you for the courses you have yet to start. New tuition fees apply when you re-enrol. NZTC will not hold fees against future enrolments.

## **6 Breach of Expected Student Conduct**

- 6.1 NZTC aims to ensure fair treatment of all students. While the rights of the individual must be protected, this does not give any student the right to breach college rules, policies and processes. NZTC reserves the right to implement disciplinary action if such rules, policies or processes are breached.
- 6.2 All students shall display integrity and behave honestly in all interactions with NZTC and associates inclusive of admission, enrolment and study. Students shall demonstrate behaviour that meets the expectations of the NZTC, including the professional standards as set out by the Teaching Council of Aotearoa New Zealand's *Our Code, Our Standards* (2017), and the *Children's Act* (2014).
- 6.3 Examples of breaches to the NZTC expectations of student conduct include, but are not limited to, conduct unbecoming of a teacher, plagiarism, cheating including the submission of work that has been completed entirely or partially by another person or by artificial intelligence, falsifying of documents, theft of NZTC property including intellectual property, or any criminal offence.
- 6.4 Students considered to have breached expected student conduct would have their case investigated as per the NZTC Program Board process, including giving the student the opportunity to attend an explanation interview. The student will be encouraged to have a support person present at the meeting. NZTC retains the right to suspend a student immediately from their studies until the investigation has been completed.
- 6.5 The findings of the investigation will be considered by the NZTC Program Board, who will decide whether the student has breached the student conduct expectations of NZTC, and if so what penalty may apply.
- 6.6 Penalties for breaches of expected student conduct include, but are not limited to, failing an assessment, failing a course, a professional conduct contract, withdrawal from the program of study, and withdrawal from NZTC. Where appropriate, breaches of student conduct may be referred to external agencies.
- 6.7 The student has a right of appeal to any penalty for breach of conduct. The student must put their appeal in writing and NZTC will consider the appeal. In general, the appeal would require new evidence for it to be successful. If the student is not satisfied with the outcome, they may contact the New Zealand Qualifications Authority by phone on 0800 697 296 or email [risk@nzqa.govt.nz](mailto:risk@nzqa.govt.nz).

## **7 Internal Grievance Process**

- 7.1 If a student has a grievance with NZTC, including but not limited to breaches of the *Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021*, the student should contact Pastoral Support in first instance. The Pastoral Support team will provide guidance on how to proceed.
- 7.2 The student may be asked to put the grievance into writing so NZTC may undertake a full investigation. The outcome of the investigation will be released to the student, with aspects possibly withheld under the Privacy Act 2020.

- 7.3 If the student is not satisfied with the result of the investigation the student may appeal the decision. A review of the investigation process, findings and the result will be undertaken by a senior staff member of New Zealand Tertiary College. NZTC may uphold or change the original decision.
- 7.4 If this does not resolve the complaint to the student's satisfaction, the student will be guided to contact the New Zealand Qualifications Authority by phone on 0800 697 296 or email [risk@nzqa.govt.nz](mailto:risk@nzqa.govt.nz). Or if it is a financial dispute, the student will be referred to Tertiary Education Dispute Resolution and complete an online form at <https://www.tedr.org.nz/apply>.

## 8. Privacy Act 2020

- 8.1 NZTC has the right to share personal information, under the Privacy Act 2020, with external agencies including, but not limited to, New Zealand Qualifications Authority, Ministry of Education, Ministry of Social Development, the Police, the Ministry of Business Innovation and Employment, Inland Revenue, StudyLink, agencies who support particular students through scholarships, and the Teaching Council of Aotearoa New Zealand.
- 8.2 NZTC has the right to share information affecting student learning and progress with supervising staff, including but not limited to, the NZTC administrative and academic teams, centre managers of the home centre and out of home centre, and the student's Associate Teacher(s).
- 8.3 In accordance with the requirements of the *Children's Act* (2014) and related regulations, NZTC is required to confirm the following to early childhood centres when students are completing practical placements:
- That the student has had their identity verified
  - That the student has completed an interview as part of the admissions application
  - That the student's education and work history have been considered as part of the admissions application
  - That references were received and considered as part of the admissions application
  - That the student has been police vetted as part of the admissions application and has a current police vet clearance
  - That a risk assessment of the student was completed as part of the admissions application

Student Initials: \_\_\_\_\_

Date: \_\_\_\_\_