Final report
Stocktake of codes of practice in tertiary organisations

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EVALUATION ✦ TRAINING ✦ RESEARCH

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Executive summary

Ako Aotearoa commissioned this study of codes of practice, contracts and learner agreements in the tertiary sector in mid 2010. The aim of the project was to assess the nature and effectiveness of such codes, and their implications for the relationships between tertiary organisations and learners.

The project involved an international search and literature analysis of codes and contracts in other countries, eight in-depth case studies and a stocktake of codes and contracts in 103 tertiary organisations.

A number of factors are driving change in tertiary organisations. The growth of **managerial practices**, and especially risk management processes, has led to the development of large numbers of new policies within all types of organisations that have implications for organisational practice and the relationship with students.

The increased level of **competition** between tertiary organisations, which encompasses both domestic and international students, has affected both the form and content of student codes and contracts. On the one hand, competitive practices have reduced the opportunity for good practice collaboration, and have led to organisations having to constantly re-invent the wheel. On the other hand, many organisations are increasingly sensitive about their reputation, leading to attempts to use codes and contracts as a means of controlling student behaviour.

Also important is the **regulatory environment**, which has driven compliance with a range of external demands, policies and practices. The increased linkages of government funding with indicators such as course completion requires altered relationships between students and organisations.

Many organisations are interested in improving their relationships with students. In some of the organisations investigated for this study, **improving democracy** was a core theme. Elements of this include student voice, democracy services (such as providing opportunities for student involvement and feedback), open policy processes, high quality information flows, 'open-door' policies and improved representation.

The project aimed at examining four kinds of relationships: the regulatory context; pastoral care; teaching and learning; and third party agreements.

A core theme of the project was the sectoral diversity that exists. The sector ranges from small community organisations offering second-chance options for 15-17 year old students, to large and diverse universities offering the highest levels of study and research. Recognising the diversity of the sector is important when considering the policies and practices of the organisations. Both size and differences in student composition affect the nature of the relationships between the organisation and students.

International context
The international literature documents the increasingly complex relationships between students and tertiary organisations. Key themes include those mentioned here, underpinned by a "reconstitution of student identities from liberal learning-citizens to customer-cum-consumers of education commodities" (Bessant et al, 2006, full quote in report). The effects of this are a new focus on education for work and skills and the increasing financial contributions of students to their own learning. The move to voluntary student membership in some

countries also reflects the push towards commercial, rather than citizenship, relationships.

Relationships between higher education organisations and governments are also changing. Funding streams are now used to direct and channel activity towards intended outcomes. In several countries, state funding is increasingly used to promote research activity in the higher education sector, and to sanction organisations that are not research-active through the creation of tiered systems of funding research. Funding is also being used as a form of quality control in a range of other ways.

There is an international trend towards the formalisation of the terms of engagement between tertiary organisations and students. In some cases, this has taken the form of legal contracts that are intended to be binding on both parties. While organisations are trying to reduce risk, students often consider such contracts put additional burdens on them. In particular, the 'learning contract' approach, which is designed to place liability onto students for course completion and other forms of performance, is identified as a source of conflict. One fear is that a more contractual arrangement will see increased legal disputes between organisations and students. On the other hand, the benefit of an explicit contract is that it can reinforce the reciprocal nature of tertiary education.

Codes and contracts can be used to reinforce or control particular forms of behaviour, and some international examples of this are provided in the report. These include highly disciplinary and punitive codes, American 'Honor' codes where students agree to self-police behaviour and specific behaviour codes such as those based on fundamentalist Christianity.

In most countries, and especially the United States, litigation has been common, with outcomes rarely favouring the student. The notion of educational ombudsmen, located either within organisations or more widely within state or national government, is becoming more widespread. There are a variety of models, including the UK Office of the Independent Adjudicator for Higher Education (OIA).

New Zealand
All New Zealand tertiary organisations have an enrolment document that students must sign. This document has a number of purposes. Internally it is used to allocate resources and for a variety of administrative purposes. Externally, it collects information for a range of agencies for administrative, student loan and taxation purposes.

All enrolment forms include a signed declaration from students. These vary markedly between organisations. There appears to be no single 'good practice' model of enrolment declaration in operation, although a number of PTEs adopt a standard undertaking.

In principle, enrolment declarations play three roles:

- Provide an assurance that the information in the form is complete and truthful;
- Provide information to the organisation that is used for administrative purposes; and
- Under the requirements of the Privacy Act, agrees to the sharing of core information.

However, it is relatively common for such declarations to also include a range of other elements, such as

- Provide an agreement to read and obey policies and discipline regulations of the organisation;
- Provide a solemn and formal agreement (e.g. "I promise...") to perform some actions or refrain from such performance;
- Provide an agreement to adhere to listed behavioural and/or attendance regulations and expectations; and/or
- Read and agree with any of a variety of contracts and codes; in one case this included any such codes that might be developed subsequent to enrolment.

Such declarations are of dubious legal standing, because the points being agreed to are not even part of the document being signed. However, such declarations are used by some organisations, from time to time, as an element in disciplinary action against students.

Most organisations (91% of those responding to a survey) have student codes or charters of various kinds. These are developed for a wide variety of reasons from organisational (bringing information together) to cultural (providing a means to introduce students to the culture of the organisation). Reasons stated include competition and behavioural factors, risk management, cultural factors (e.g. reciprocity), legal reasons, changes in student composition and financial stringency.

The factors underpinning each of these drivers, and the effects of each, are discussed in the report. Reputational concerns lead organisations to develop codes that reflect the safety and integrity of the organisational community, improve its identity and focus on good student conduct. Risk management forms the basis of the drive to student/learner contracts, a focus on course completion and close-in pastoral care in those organisations working with at-risk groups.

Some student charters are intended to promote student empowerment and reciprocity, and examples of these are given from case studies. There is a strong view within the tertiary sector that students should be 'learning partners' (70% of survey respondents), although this was not always evident in enrolment and policy documents.

Universities have special legislative requirements to promote academic freedom among both staff and students. This was not acknowledged by any university in enrolment material. The dominant model in documentation, policies and codes was one of risk management. Five universities have a code of conduct, where the focus is ethical behaviour, academic integrity, no discrimination and complying with New Zealand laws. No document was found in the university sector that attempted to outline a reciprocal relationship between students and universities, nor to explain the university as a community of scholars.

In New Zealand, university, polytechnic and other tertiary students can access the services of the Office of the Ombudsman. However, this office does not specialise in educational issues, and the focus of existing cases is very much on staff, Council and informational concerns.

In 2004, Judge Baragwanath called for the establishment of an Education Ombudsman, noting: "There was no agency able to focus on individual cases of failure to deliver what the education system had a duty to provide"[1].

While students can access a variety of organisations to assist them, there is no domestic student equivalent of the International Education Appeal Authority, which has been building precedent, good practice and case studies in terms of international students for a number of years.

Either the development of an Education Ombudsman, or an extension of the IEAA to domestic students as well, is recommended.

Pastoral care
The area of pastoral care is important, especially in terms of providing access to tertiary education for people with barriers to learning such as disability. Universities and Polytechnics tend to offer comprehensive services, while only larger PTEs offer specific pastoral services. However, many of the smaller organisations offer tailored pastoral care to their learners.

The main issues with pastoral care services are the need by organisations to ration resources, and the general unevenness of services across organisations and groups. Rationing is crucial, especially in expensive areas of support (such as sign language services). Also, some of the case study organisations noted that multi-campus services made pastoral support problematic in some cases.

Many tertiary organisations have offices and staff that support Māori and Pacific students and promote engagement with local iwi. They tend to have a stated commitment to the Treaty of Waitangi and specific Māori leadership. Most explicitly support te reo Māori, including in the submission of written work, although in some cases students were required to bear the costs of translation, or to submit in both languages.

One case study of a Māori kaupapa PTE, which offered second chance learning for Māori and Pacific youth, demonstrated a range of strengths and difficulties. While ideally operating from a whānau model, this required significant engagement with the local community, and the PTE was not funded for this.

Learning support
Most tertiary organisations offer learning support to students, either through dedicated units and departments (in the larger organisations) or through tutor support. In the case studies, students generally considered learning services to be effective.

Organisations were surveyed on the extent of student involvement in teaching and learning, through surveys, consultation, other forms of engagement or more detailed integration into the policy process. Most organisations reported significant student involvement at this level, though only 4% noted integration "at all levels". Most provide access through one or more of course review processes, continuous review, regular involvement and consultation.

Recent policy changes noted by organisations included general policy review (ongoing), drug and alcohol policies, student conduct, learner contracts, course review, disability services, assessment policies and other changes.

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[1] http://www.nzherald.co.nz/nz/news/article.cfm?c_id=1&objectid=3594328

One non-case study organisation outlined a policy called 'Student Voice', which included a range of measures to promote and improve reciprocity across all levels of the organisation. This is described in detail in the report.

The final area considered in this section is the system of student representation which operates in many larger organisations. This is seen as important by students and staff, as it provides the opportunity for feedback on matters at the classroom level, and promotes student involvement in their own learning. Class reps often participate in significant training around representation issues, and provide information that can be used to engage in debates around policy development.

Throughout consideration of pastoral and learning areas, problems of consistency were discussed in case studies. In larger organisations, different departments, faculties or schools were often perceived as offering different levels of student involvement or student support. As well, multi-campus organisations often based all services on their main campus, meaning a lack of support on other campuses.

Other issues
Little information was available on third party agreements, as these tend to be commercially sensitive and not available for scrutiny. They arise either when an external organisation has an interest in, or control over, the content or structure of courses (e.g. Teaching, Nursing, Law), or where a third party organisation (e.g. a small flying school) is contracted to deliver the organisation's courses. The main concern raised is the effects of such agreements on consistency of services or practices. For example, if an element of the third party agreement conflicts with a tertiary organisation's policies, which approach should prevail?

Good practice
The final section of the report aims to list out good practices in codes and contracts between tertiary organisations and students. Good practice is defined as changing the balance between sanctions and empowerment for students, over time.

Many of the good practice case studies were based strongly on a move towards a more reciprocal approach, involving voice and empowerment for students, more involvement in policy processes and high quality practice relationships. Some go further, including as a strategic goal a reduction in organisational hierarchies to 'bridge the gap' between staff and students.

Issues include enrolment declarations, diversity and unevenness, responsiveness to different circumstances, effective third party agreements, and resources.

In these times of financial stringency, organisations should make clear to students their rights and responsibilities, but how they do that has implications for relationships between the parties. For example, any move to learning contracts needs to strive for a facilitative and reciprocal approach.

While recognising the autonomy of organisations, moves to share good practice can only improve the sector as a whole, and individual organisations within it.

Good practice recommendations

1. Organisations should consider developing a student code or contract that is value based and positions the student as a reciprocal learning partner within the organisation. A statement of rights, responsibilities, expectations and support could be included within that, linked to the goals of the organisation.

2. Large tertiary organisations need to ensure that they offer consistency across the whole organisation in terms of the relationship with students, whether this be course, programme, departmental, faculty or non-teaching parts of the organisation. Consistency needs to be particularly considered where third-party agreements are in place.

3. Signed declarations on enrolment forms should relate only to the material in the form, and its purposes. These are generally providing information about courses, providing good and accurate personal details, and agreeing to the legal sharing of that information for the purpose of facilitating the enrolment.

4. If agreement with general terms and conditions is a requirement of the course, such terms should be included on the enrolment form or in a separate document requiring specific agreement before enrolment is completed.

5. Where possible, organisations should promulgate reciprocal rather than authoritarian policies and solutions. Organisations should foster increased student involvement. At the level of policy, student representation can inform good practice and make better policies. At the level of practice, student involvement is empowering and can lead to better learning.

6. Some organisations need to reduce barriers to disability support. These often seem unnecessary and can be demeaning. Instead of putting up barriers to ration resources, organisations should be working to provide a range of supports using technological resources and rational sharing of services within budgets.

7. Given recent developments internationally, there may be value in investigating the possibility of an integrated tertiary review and appeal authority that has a broad sector focus and powers of decision-making and advocacy across the sector. A review process may consider:

   a. the quality, coherence and expertise of external appeal and review systems in the sector;
   b. whether there is a need for an overall agency with a systems and legal expertise to hear and respond to appeals; and
   c. whether domestic appeals should be integrated with the International Education Appeal Authority.

Background and research approach

Network Research was contracted by Ako Aotearoa in July 2010 to undertake a stocktake of contracts, codes and agreements in place for domestic students in the tertiary education system. The aim was to provide a stocktake of public commitments made by organisations to learners, and to provide evidence of good practice through case studies. While the project was about the nature of the contracts and agreements in place between organisations and students, at heart it was equally about the nature of the dominant relationships within the sector, in particular how organisations work reciprocally with students at this time.

It was acknowledged that there was little background information available to date on the subject of this study. An Advisory Committee made up of a range of representatives from Ako Aotearoa's senior staff, learner representation, plus the research team, met twice to discuss the scope of the project and agreed to maintain a broad focus. The focus would be the nature of reciprocity (or not) between organisations and students. Aside from that guidance, the core issues would arise from the research data collected.

The research approach adopted included four elements:

> A short overview of national and international practice in the relationship between the higher education sector and students, including a literature analysis.

> An internet-based 'stocktake' of codes of practice / service guarantees / provider-learner contracts for domestic students currently in place in New Zealand's tertiary system

> A series of 'good practice' case studies which identify the core characteristics and operational processes of organisations with codes or contracts that appear to be sound.

> A brief survey of tertiary organisations.

The research was carried out between July and December 2010.

Review and search

The first research task involved a literature review and a search of national and international websites. It was immediately clear that the past two decades had seen enormous changes in the codes and contracts that govern tertiary education. The drivers of these changes appear to be a search for more accountability, the growth of managerial systems within organisations, external demands from existing or new tertiary co-ordinating organisations (especially, but not only, linked to public education provision), the growth in fees paid by students and perhaps also a diversification in types of tertiary organisation.

One particular issue that arose frequently was the growth in free-market type competition, which made tertiary organisations far more sensitive to their public profile than in the past. Many universities and some polytechnics spend a large amount on promoting their organisations[2], and appear to be increasingly sensitive about their public image.

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[2] http://teu.ac.nz/2010/11/18-million-advertising-for-students-they-can%E2%80%99t-take/

Six of the eight universities advertise core themes that proclaim them to be in some way the foremost among their peers:

New Zealand's leading university
New Zealand's top ranked university for research
New Zealand's defining university
New Zealand's specialist university
The university for the changing world
"Get amongst the best"

The way they view themselves, and their level of sensitivity to image, will affect the relationship between the organisation and the students. Part of the trend noted in this report is the increase in codes of conduct and charters that define behaviours. New initiatives to penalise organisations financially for lack of course completion will intensify this trend.

The stocktake

The project involved a detailed stocktake of contracts, codes, charters and other agreements between organisation and students. A stocktake of policies and regulations in tertiary organisations was undertaken to gain an understanding of the nature of agreements between student and the education provider. The policies analysed were limited to information available on the Internet. Overall, a total of 109 providers were analysed as shown in Table 1.

Type of organisation	No.
Universities	8
Polytechnics/Wānanga	18
Private Training Establishments	83

Table 1. Number of education providers involved by type of organisation.

The full list is included in Appendix 1.

This was a complex task for a number of reasons. First, the documents examined occurred at different levels and points within the organisation and had differing status. While students often signed up to obey the rules and regulations of the organisation, it was usually unclear exactly what the scope of these was. Also, organisations often (but not always) made little attempt to inform students what they were, in general terms, signing up for. There was often more information available when students needed access to particular services, such as thesis supervision, disability services or parking regulations (to give three common examples).

Such agreements and contracts may be based on New Zealand law, or arise out of organisational regulations and policies. For example, the Education Act (s. 224) sets out minimum standards for entry to tertiary organisations, but beyond that entry is governed by the discretion of individual Councils. There are other organisations that determine standards too, such as the Code of Practice for Modern Apprentices[3].

If the 'sign-up' at enrolment was meant to signify a legally-binding contract, it is likely that any testing of that contract in New Zealand courts would find it difficult

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[3] http://www.modern-apprenticeships.govt.nz/Pages/Standard.aspx?id=161

to unravel both the scope of the contract and its details. There are a number of reasons for this. In particular, services may be non-existent or obscure, regulations superseded by common practices (i.e. 'implied' contracts) and both parties unaware of specific contractual elements. This leads to another complicating issue: that, in a dispersed organisation, staff are just as likely as students to be ignorant of policies. Moreover, staff are quite likely to ignore policies in favour of a different approach.

Second, there were as many 'implied' agreements and contracts as actual ones. The basis of contract law is that contracts can be made by written agreement or not – unwritten contracts may be as entrenched as written ones. This means that, where customary practices are in place, in the absence of clear over-riding rules that negate such customs, they may prevail in law.

Third, many policies are not published and are not easily available to the public. Some organisations hold most of their policies internally, making them available only to enrolled students and staff. One of the case study organisations we interviewed was just moving from a closed approach to an open one, on the grounds that it wanted transparent policies and practices.

Fourth, policies may not be accessible for a range of reasons. Our search failed to turn up details of third party agreements, for example relating to student placements, external accreditation and the like. Often such agreements are held internally by organisations and are considered 'commercial in confidence'. As well, many agreements around course content, workload, field trips and the like are governed by general rules, but the rules for specific courses may not be visible until a student enrols.

A key trend noted was that organisations have a lot of policies. This has been driven externally by the Tertiary Education Commission, and internally by the growth of risk management approaches within the institution. There is no doubt that this is an era of growing regulation within tertiary organisations. While the trend possibly favours students, in that polices are becoming far more explicit and transparent, it is also confusing when the whole organisation is bound with numerous regulations and policies.

However, the Private Training Establishments (PTEs) provided less information than the larger organisations and student agreements were more likely to include attendance rates and dress codes as part of their policies.   The Universities and Polytechnics covered a far broader range of areas and were more comprehensive.

We broke the stocktake search down into four main areas, as shown in the figure below.
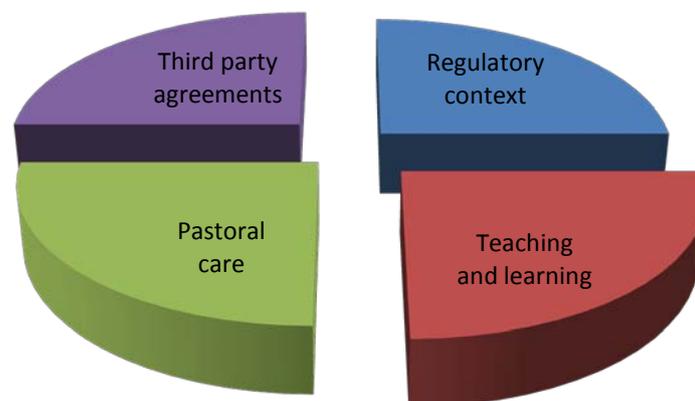
The largest area was the regulatory context, which included the general rules and regulations, any student codes or charters and related rules. They constitute the main elements that students sign up to on enrolment.

The second area was pastoral care, health, disability, student support and related areas, where there are often quite detailed policies and issues for access. The third area is teaching and learning, which includes class and subject codes, regulations around courses and supervision and related issues.

The final area, third party agreements, covers those areas where there is external supervision, placement, industry regulation, accreditation and the like. It was very difficult to get information on these agreements, and this is a brief section.

Good practice case studies

Ten tertiary organisations, including universities, polytechnics, Wananga and PTEs were invited to take part in in-depth case studies on their student codes and policies. There was a significant variation between organisations in their response to the invitations that were issued. Several were very keen to host a case study, while three refused point blank. Two other organisations simply failed to make a decision, meaning that the end of the project came without the opportunity to undertake those case studies. Further organisations were invited to take part. Eight case studies were finally completed. These were very informative in terms of the intentions and motivations of organisations, student responses and drivers of change. The composition of the eight case studies was:

Four PTEs
- Two second chance and youth focus (1 Maori, 1 Semi-rural)
- One fee-paying offering short course qualifications (Urban)
- One offering degree and postgraduate study (Urban)

Three Polytechnic/Institutes of Technology
- Two provincial
- One Regional

One University (Urban)

Survey of organisations

A survey was sent out in mid-November to all (nearly 700) tertiary organisations, asking the following questions:

- Do you have a student code, agreement or statement of student rights and responsibilities and, if so, roughly when was it developed?
- Which factors have affected the policies, codes or contracts of the organisation in relation to the role and position of students?
- What is the best description of how your organisation views the relationship with students?
- How much involvement do students have in the development of organisational policies and practices around teaching and learning?
- In what ways do students have a say in their learning (apart from direct interaction with teaching staff)?
- Finally, has your organisation recently developed any new policies and procedures (e.g. learner contracts) that affect the rights and/ or responsibilities of students as learners? If so, or if such a document is under construction, please describe briefly.

The original email survey link was followed up by a researcher, attempting to complete the survey by telephone. There is always difficulty in getting tertiary organisations to complete this kind of survey, and the more wide-ranging the topic, the harder it is. We were therefore pleased to receive 160 valid responses, a response rate on the total population of 23 percent. While this was a self-selected sample and not a random one, a good range of responses were received and the trends shown are clear[4].

Recognising diversity

The tertiary sector in New Zealand, as in many other countries is characterised by its diversity. In this paper we have interpreted the 'tertiary sector' to include Universities, Polytechnics/Institutes of Technology and Wananga, and PTEs (Private Training Establishments).

The tertiary sector provides post-compulsory educational opportunities that range from second-chance education for 15-17 year olds who have dropped out or been permanently excluded from school, work readiness programmes, trades training, certificates, diplomas, undergraduate degrees and post-graduate research based degrees. Recognising the diversity of the sector is important when considering the policies and practices of the organisations.

This report is based on research carried out with 8 universities, 18 Polytechnic/Institutes of Technology and Wananga, and 83 PTEs. It is important to acknowledge the diversity of the student population, the different needs of different groups of students, and the functions of the different tertiary providers. What constitutes 'good practice' in one organisation may not be appropriate for another.

Overview: national and international issues

There is an emerging international literature, especially from Australia, Canada and the UK, on the increasingly complex relationships between students and tertiary organisations in the contemporary era. These relationships are governed by the rise of managerialism, competition and increasing external and internal accountability, that affects all aspects of the institution, including managers, academic staff, the academic work programme, and students, and the relationships between them. The following quote outlines the philosophical shift that has occurred:

> The rise of managerialism, the application of competition policy and the commodification of knowledge have placed considerable pressure on the older conception of universities as places of light liberty, learning, reason and debate. Such changes have been accompanied by a reconstitution of student identities from liberal learning-citizens to customer-cum-consumers of education commodities who, on enrolment enter commercial contractual arrangements with 'deliverers' of educational services (Bessant et al., 2006 p.333)[5].

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[4] Technically, the confidence interval calculates at + or – 7% at the 95% level of confidence. However, the problem of a self-selected sample remains.

[5] Bessant, J., Watts, R., Dalton, T., & Smyth, P., (2006) *Talking Policy: How social policy is made.* Allen & Unwin, Crows Nest.

The views expressed by Bessant et al about the changes in the way that higher education institutions are viewed by Governments, students, and the universities and polytechnics themselves is one that is dominant in much of the literature we reviewed. A key element of that discussion is the way that students are conceptualised. Although there has been considerable debate in both education and marketing literature, and it is not universally accepted, it is now common to view the student as a customer: a person who purchases services at a price, and is presumably entitled in return to a good product (Kamvounias & Varnham, 2006)[6].

Some universities resist the redefined function of higher education in the UK as solely preparing students for the real world of industry, or of commerce, or research and development or "to supply the nation with the economic manpower that it needs". Deech[7] argues that much of the unease expressed by today's students comes from a misunderstanding of the purposes of higher education, and insists that the "true purpose [is] education not training, knowledge not skills, teaching not rote learning".

What is also evident in the literature is the increasingly heavy financial contributions that students must make towards their own education. Higher education has become more accessible to a larger percentage of the population, but this demand has not been met with increased funding from the governments concerned. For example Tomlinson[8] (2005 p.8) argues that the increase in numbers of students attending universities and TAFEs in Australia has resulted in a rapid increase in the direct contribution towards costs by the students, from 20% in 1997 to 56% in 2006.

The current debate in the UK (November 2010)[9] around the proposal to cut government funding to universities by around 40%, and replace the funds with student fees of up to £9,000 per annum, is an example of that continuing trend. As students pay greater contributions towards their higher education, their expectations of what they will receive in return are higher:

> No one really worried if you got a crap (sic) course when they were fully funded. But now students are paying for it themselves and they're anxious to get jobs. (Kamvounias and Varnham, 2006 p 308).

In addition to the students own expectations that a higher qualification will help them get a good job, the increasing commercialisation of higher education has resulted in large numbers of school leavers becoming the first in their families attending universities or polytechnics (Deech 2009). Deech argues that many of these parents, who have no university experience themselves, are anxious about what to expect and whether they will get value for money, and that their child will achieve a "good degree that is a prerequisite to any worthwhile career"(p 4).

Another trend, noted particularly in Australia and New Zealand, is the move of Governments to make students' association membership voluntary. The move to voluntary student membership commenced in the 1990s when students' associations rallied in opposition to student fee increases. A law change was enacted in the late 1990s dismantling compulsory membership, but reversed in

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[6] Kamvounias, P., Varnham S., "Getting what they paid for". *Griffith Law Review (*2006) Vol 15 no 2.
[7] Deech, R. The student contract. *The Law Teacher*, vol. 43, No.1, March 2009, 3-13
[8] Tomlinson, J., (2005)"It's time" to meet our obligations: Education for what? In *Proceedings Australia New Zealand Student Services Association Conference,* Canberra, Australia.
[9] See, for example, http://uk.reuters.com/article/idUKTRE6A163Q20101102

2001 by a Labour Coalition amendment that allowed institutions to vote on whether their own Association would be voluntary or compulsory. The scheme was known as 'voluntary compulsion'. A new amendment to the Education Act by Act MP Roger Douglas is currently before Parliament and likely to be passed into law in 2011, moving to a regime of 'compulsory voluntarism'.

Tomlinson (2005) argues that if students' associations are decimated as a result of such changes, they won't have the power base to put pressure on organisations to better cater for students, for example those with disabilities or severe disadvantage[10]. One option for tertiary institutions is to fund students' associations directly to provide core services, which can often be delivered more cheaply and effectively through this mechanism. However, the implication of this tied funding model is that students may be hampered in any attempts to protest against actions by their tertiary organisation, such as fee increases or the withdrawal of services. Voluntary student membership therefore shifts power within institutions away from students and towards the institution.

Along with the potential loss of voice through activist students' associations, is the change occurring to models of governance in tertiary organisations. Two years ago, every Polytechnic Council in New Zealand had a student representative on it. In December 2009 the Government passed legislation cutting Council membership from 12-20 members to eight, four of whom were ministerial appointments. Councils were required to decide the representation of their four appointed members. All except one chose to drop direct student representation on the Council, although some organisations have created positions (e.g. community representative) that indirectly provide student representation.

In short, this report is being written at a time of significant change in the relationship between students and their tertiary organisations, with the traditional avenues for student voice, representation and consultation reduced. The question of whether other avenues have been opened up as a result forms one of the matters to be considered.

There are new lines of accountability for tertiary organisations. Changes to funding models, requiring new accountability in a range of areas, are common across nations. In New Zealand, for example, the PBRF funding system has trained the spotlight on research activity, increasingly linking funding to outputs. While a similar scheme was mooted for teaching quality, the government of the day decided instead to use a different model, initiating what has become Ako Aotearoa to support quality teaching and learning across the sector.

Trends linking funding to quality control are now very widespread. The drivers of these are complex, but, as Blackmur[11] notes:

> There is a widespread consensus that the benefits of at least some forms of external quality assurance of higher education exceed the costs. This is probably a matter of faith more than the outcome of a considered analysis, but public policy in several countries has accepted it nevertheless.

According to others, a driver of major shifts towards quality control is that, unable to compete with the United States on the funding of higher education, European

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[10] Tomlinson, J., (2005) "It's time" to meet our obligations: Education for what? In Proceedings Australia New Zealand Student Services Association Conference, Canberra, Australia.

[11] Douglas Blackmur (2004). Issues in Higher Education Quality Assurance. Australian Journal of Public Administration, 63(2), 105-116.

institutions have been driven to a quality process – trying to extract more and better education outcomes with fewer funds[12]. However, the move to quality is evident in the United States as well as Europe, Africa, Asia and Australasia.

Kamvounia and Varnham (2006) trace the changes in the ways that the student-university relationship in Australia and New Zealand has developed, noting a number of trends. In the first half of the 20th century, the relationship was seen to be governed by the doctrine of *in loco parentis,* where the relationship was quasi-parental. From the 1960s, the dominant view may have been the democratic one of corporate relationships, which emphasises the student as a member of the university corporation rather than a mere recipient of its services. Learning was thus seen as a co-operative venture engaging academics and students in the discovery and creation of knowledge. Some may argue that this period, up until the early 1990s, represented the 'golden age' of reciprocity.

The corporate ideal is still reflected in the Education Act, 1989. Most modern tertiary organisations are corporations established by statutes that provide that students are members of the organisation who on enrolment become subject to the university statutes and rules based on those statutes. For example, s. 163(1) of the New Zealand Education Act 1989 states:

> Each [TEO]… shall consist of its governing body, the chief executive, the teaching staff, general staff, the graduates and students, and such other people as the governing body may from time to time determine.

While the corporate ideal still rules under the law, other trends seek to erode it. For example, the growth of risk management strategies sees a core role of the organisation to protect students from reasonably foreseeable harm. Such a requirement may lead to the promulgation of regulations that limit student freedoms in the name of safety or security[13].

More recently Ellis J, in the High Court of New Zealand, in a case taken by a group of students relating to the quality of a post-graduate programme in environmental studies, found that the student-university relationship was only partly based on statute and therefore: "It is …on the basis of contract, tort or judicial review that a student may seek redress against a university" (quoted in Kamvounia and Varnham, 2006 p.308). What this means in practice is that students may prosecute universities (and other tertiary organisations as well) under contract law (the organisation failed to meet actual or implied contractual arrangements), tort law (the organisation failed in its duty of care, privacy or other such element) and judicial review (the organisation failed to act according to its legal obligations under the Education Act).

Despite this ruling, courts in New Zealand have generally ruled that disputes between students and educational institutions should be sorted out within the organisation, as this is what the discretion embedded in the Education Act intended[14]. Such a ruling puts pressure on an organisation to have robust rules and procedures.

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[12] Kehm, B.. (2010). Quality in European Higher Education: The Influence of the Bologna Process. Change, 42(3), 40-46

[13] The most significant recent example of this has been action by the University of Otago to limit risk by seeking to regulate the behaviour of students outside the university precinct, in relation to the 'Undie 500' and couch-burning issues at least.

[14] Lim, Pheh Hoon and Hyatt, Juliet (2009) Educational Accountability – Do Tertiary Students Need More Academic Protection in New Zealand? *ANZELA Journal,* 14,1.

Contracts

The relationship between the student and the tertiary organisation has always been a contractual one, although not always overtly so. In the contractual age, however, ushered in by neo-liberal and privatising practices[15], contracts have been made much more explicit. The pressures for this move are external, with increasing scrutiny of tertiary organisations and more tied funding, and internal, through risk management and a more constrained organisational environment.

In the United Kingdom, a trend in some universities is to gather together in one formal and public document the implicit and explicit terms that already exist, and some new ones. The intention is that the attention of the student is drawn to the terms, and they sign up to an express arrangement that is intended to have full legal consequences and to be legally binding on both sides (Deech 2009). Current British university contracts range in length from three pages to 10, and other relevant documentation may run to hundreds of pages.[16]

Deech (2009 p.6) identified that nine British universities (Oxford, Chester, Christ Church Canterbury, Kent, Bristol, Robert Gordon, Aberdeen, Arts, and Napier) had instituted formal contracts, and 17 were considering it. More than half of all British universities were not planning to institute formal contracts at that time, and approximately 20 had a more informal broad declaration of expectations, sometimes called a Charter. There was considerable opposition by students' unions and students' associations to the implementation of student contracts. In July 2007 Wes Streeting, the National Union of Students' vice-president for education was reported in the *Times Higher Education:* "This has confirmed my worst fears.… It places a heavy burden on the student while requiring little commitment from institutions."

Major concerns with formal contracts in the UK were student contracts that give the university the right to "change or cancel parts of, or entire, programmes of study or services at any time without liability" in circumstances including industrial action, staff illness and lack of funding. Chester's contract states that the university "does not accept responsibility, and expressly excludes liability" for any loss suffered by the student "as a result of any… act or omission of the university or its employees or agents". Chester said it was simply "trying to avoid occasions on which we would be forced to pay out large sums of money", in line with other universities[17]. Bristol University also reserved the right "to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus…provided such alterations are reasonable". The University of Bristol student contract is an interesting and user-friendly document, written in a precise and legal, albeit user-friendly, language, which links together the rights and responsibilities of the parties with associated regulations (see Appendix 2 for the full document). It is a model that could usefully be followed by other organisations.

Streeting, from the National Union of Students, acknowledged that contracts were a response to growing market pressures but said they would prove counterproductive:

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[15] Larner, W and Le Heron, R (2005) Neo-liberalizing spaces and subjectivities: reinventing New Zealand universities *Organization*, Vol. 12 no. 6 843-862.

[16] Deech, R. The student contract. *The Law Teacher,* vol. 43, No.1, March 2009, 3-13

[17] *Times Higher Education July 2007. Retrieved from http://www.timeshighereducation.co.uk/story.asp?storycode=209605*

> A contract isn't a suitable way of governing and defining the student-university relationship…We'll end up with a David and Goliath situation, with universities and their armies of lawyers against their students[18].

Deech (2009) found that putting the formal contract into one document was not popular with British students. Some students argued that the new contracts were designed to give more legal protection to the university against claims by students of poor provision. For example some students said that claims relating to poor teaching will be defeated by the university's assertion that the student did not take up all that was offered to help him/her, and therefore did not fulfil their contractual obligations of full participation. Students particularly disliked detailed contract terms around attendance at lectures, and the handing in of coursework.

> Students say that this inflexibility does not allow for the pressures on the modern student, who has to pay higher fees, and who may have to work to earn the money and who may have childcare responsibilities, and thus finds university schedules almost impossible to comply with. Recent findings showed that 38% of students who have jobs miss lectures. (Deech, 2009 p.6).

Deech concluded that a contract is a useful general indication that the relationship between students and universities is a special and complicated one where each side must make a contribution. In other words, the advantage of a contractual relationship is that both 'sides' are parties to the contract, providing for a reciprocal relationship:

> The contract that spells out the contribution to be expected from students is useful to dispel the notion that the university education can be "delivered" in a passive one-sided fashion. (Deech, 2009 p.6)

As part of their contract with students, the University of Central Lancashire gives all first year students 'The Card' (see box on next page)[19]. This is a good practice example: a simple and clear statement of reciprocal rights and obligations.

Contracts between students and universities are contracts with no fixed outcomes, because the quality of the experience in the end is determined not only by the facilities and teaching offered by the university, but also by the aptitude and hard work of the student. Deech (2009) argues that it is more like the contract a person signs when joining a gym: in return for the fee, the gym will provide adequate facilities and training, but the desired outcome is achieved, if at all, by the hard work and regular attendance of the member.

However, the development of a formal contractual relationship puts new onus on the tertiary organisation to perform. To use the Gym analogy, if the facilities are old or dirty or don't work, the staff are untrained or access is limited or denied, then the organisation may become liable. Attempts, as noted above (for example the Chester example), for tertiary organisations to contractually opt out of reasonable obligations but bind the student, are unlikely to be upheld by the courts. This means that the developmental of contractual relationships may potentially carry more risk for the TEOs than for the students.

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[18] ibid
[19] http://www.uclan.ac.uk/information/services/ldu/personal_tutors.php

The Card provides a clear statement of the University's intentions to deliver agreed standards for academic and administrative services. It spells out what is expected of students, how they act and behave with each other and members of staff. The Card is to be discussed with every new student by their Personal Tutor during the first meeting of the academic year. The Card includes the following information:

Side One
We aim to:
- Start and end all classes on time
- Give you one week's notice of changes to your classes
- Give you feedback on assessed work within 15 working days
- Give you clear, legible and informative feedback on your work
- Be available for timed appointments
- Treat you with respect at all times
- Support you in your preparation for the workplace

Side two
You will get the best out of your time at UCLan if you are committed to:
- Preparing for classes and attending punctually
- Completing your work to the best of your ability and submitting it on time
- Not committing plagiarism
- Keeping up to date with course information through UCLan email and other channels
- Using the feedback you are given to improve subsequent work
- Making appropriate use of teaching staff's time
- Taking responsibility for your Personal Development Planning and skill development
- Treating staff, fellow students and neighbours in the local community with respect at all times

The i Book (previously the Student Handbook), which is distributed to all students, also provides study advice.

Box: Explanation and content of 'The Card' at the University of Central Lancashire

Punitive codes of conduct

Within the liberal philosophy of free speech, the role of academic freedom at the tertiary level has a special resonance internationally. In New Zealand, for example, that principle is embedded in the Education Act (1989, s. 161)[20]. However, that approach is certainly neither universal nor immutable. Some institutions of higher education are based on quite authoritarian principles, which tend to be expressed in codes of conduct or rules for their students. These codes form part of the contract with their students.

One of the most restrictive codes found was from the English-speaking National Institute of Technology Tiruchirappalli, in India, which included the following prohibitions:

> 12) No one shall bring, distribute or circulate unauthorized notices, pamphlets, leaflets etc within the Campus or hostels….
>
> 15) The Institute being a place of learning and an exclusive academic zone, nobody shall respond to any call for any form of strike, procession or agitation including slogan shouting, *dharna, gherao,* burning in effigy or indulge in anything which may harm the peaceful atmosphere of the Institution

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[20] Grace, Gerald (2010) Reflection on the university and the academic as a critic and conscience of society'. New Zealand Journal of Educational Studies, 42, 2, 89-92.

There are probably a range of regional and national factors, as well as values that might lead to such a code being written but it is prohibitive by New Zealand standards.

There is a very wide range of types of tertiary organisation in the United States, and many are quite different to those found in New Zealand. In particular, there are a large number of private tertiary organisations, often founded in religious principles rather than to meet service or industry needs. One of the issues being encountered in the USA is how higher education institutions strike a balance between the right of students to free speech and enforcing student conduct regulations.

An example of these tensions was an incident related to the University of the Cumberlands in Kentucky, which is a Baptist-affiliated liberal arts college. It stated in its student handbook that homosexual relations are prohibited. When a 20 year old student included a comment about his homosexual activity on his MySpace page he was expelled by the University. By putting this comment on his MySpace page, the university deemed that he had made a public statement about his homosexuality. Commenting on the case, the representative of the university stated "He knew the rules before he enrolled".[21]

While that student may have known the rules, comments from the Director of Institutional Relations at the Pensacola Christian College, suggest that expectations of student behaviour are not always clearly laid out:

> We don't comment on our rules for student conduct. But what I tell you is that we do expect the Good Book to be our guidance. We look to the word of God and that is what we hold our students to in terms of a code of conduct". (Lindenberger 2006, p 36)

Academic honour codes

Academic honour codes appear only in the USA. They are different to the standard student codes of behaviour produced by the institution, sometimes in consultation with student representation, in that they are prepared and enforced by the student body. Mendez (in McCabe et al 2001)[22] identified that academic honour codes need to include at least one of the following:

1. The use of a written pledge in which students affirm their work will be done honestly.
2. Students comprise the majority of the judiciary that hears alleged violations and academic dishonesty. The chair of this committee is a student.
3. Unproctored exams.
4. A clause that places some degree of obligation on students to regularly reports incidents of cheating.

Most codes of conduct include two or three of these points. Students reported finding the responsibility to report their peers for suspected transgressions of the code the most difficult part of academic honour codes.

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[21] Lindenberger, M., "Questions of Conduct" in *Diverse Issues in Higher Education* Nov 30, 2006, p 36. See also http://en.wikipedia.org/wiki/University_of_the_Cumberlands
[22] McCabe, D., Trevino, L. K., Butterfield, K. D., "Dishonesty in Academic Environments" in *The Journal of Higher Education* Jan/Feb 2001, 72, 1

Stanford University, one of the most prestigious in the USA, operates an Honour Code for its students. The Stanford Law School Student Handbook 2010-2011[23] is a comprehensive document for students. Provisions of the code dates from 1921, when the honour system was established by the Academic Council of the University Faculty at the request of the student body and with the approval of the President. The Honour Code reads:

> "A. The Honor Code is an undertaking of the students, individually and collectively:
> > 1. that they will not give or receive aid in examinations; that they will not give or receive unpermitted aid in class work, in the preparation of reports, or in any other work that is to be used by the instructor as the basis of grading;
> > 2. that they will do their share and take an active part in seeing to it that others as well as themselves uphold the spirit and letter of the Honor Code.
> ......
> C. While the faculty alone has the right and obligation to set academic requirements, the students and faculty will work together to establish optimal conditions for honorable academic work." [24]

Litigation or negotiation

In the USA, although there is a long history of litigation between students and their tertiary institutions, results of this litigation under contract law has very rarely favoured the students[25]. There has also been a long history of the use of the position of Ombudsman as an alternative dispute resolution process. The first Ombudsman position in the United States (US) government was established in 1967 by the state of Hawaii. A year earlier, Eastern Montana College was the first educational institution in the US to appoint an Ombudsman and, in 1967, Michigan State University became the first major American university to establish an Ombudsman office (Stieber, 1982).

During the 1960s the academic world in the US provided a particularly fertile environment for the acceptance of the Ombudsman concept. This was a period of tremendous unrest and social turmoil, with the emergence of the Civil Rights movement and demonstrations against the Vietnam War and the military draft, resulting in riots and police retaliation at most large campuses[26]. The idea of a fair, unbiased and neutral Ombudsman who could offer a voice to the people, was outside of the official chain of command, and offered an alternative to violence was very appealing. Most offices were formed under the same political and social pressures, although differing triggering events contributed to their creation.

The first university Ombudsmen were academics, who were strongly influenced by the ideals of academic freedom. Many of these Ombudsmen made up the job as they went along, defining their roles and the limits of their power and responsibility. It is for these reasons that the practice of Ombudsmen varies considerably from one institutional office to the next. Historically, most Ombudsmen have maintained neutrality and confidentiality by remaining outside the chain of command of an organisation. As some university ombudsmen began

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[23] (www.law.stanford.edu/students)
[24] The Stanford Law School Student Handbook 2010-2011, p 48.
[25] Beh, H. G. 2000 *Student versus University: the University's implied obligations of good faith and fair-dealing.* In Maryland Law Review, Vol 59.
[26] Newhart, M. J. 2007 Ombudsmen in higher education: Similarities, divergences, and the rise of alternative dispute resolution. Thesis MSc: Cornell University.

to take a proactive role in initiating and implementing system change, they looked for ways to maintain this separation. By 2007, there were 201 Ombudsmen positions in USA universities[27].

In the UK, the Higher Education Act 2004 introduced the Office of the Independent Adjudicator for Higher Education (OIA) as a mechanism for students to resolve disputes with their institutions of higher education. All universities have a statutory obligation to participate in the scheme, and in 2007 approximately 150 English and Welsh universities fell within its jurisdiction. Some universities welcomed the introduction of the scheme as interpretation and application of institutional rules can be difficult and time consuming. Other universities have been less willing to cooperate, fearing an encroachment on the area of academic judgement. Some University staff members have asked the adjudicators: "Do students have human rights?"

The OIA offers a free confidential service to students that is an alternative to litigation, but its decisions are recommendations that are not binding on the universities or the students. Academic judgement is outside the scope of the OIA, but the OIA retains the right to determine whether the complaint is exclusively a question of academic judgement (Deech 2007). The range of remedies open to the OIA includes apology, the rehearing of an appeal or the re-mark of a paper, following through a recommendation for a change in the rules, and as a last resort financial compensation. The level of tuition fees paid sometimes guides the amount of compensation paid to students where there has been a failure to provide promised lectures and facilities. If a dispute has already been taken to court, then under the OIA rules it cannot be accepted for investigation by the Office.

The OIA reported in its 2009 Annual Report that complaint numbers had exceeded 1000 for the first time in the previous (2008-09) year, a growth of 12% on the previous years and 35% over two years[28]. The Chair, Mr Behrens, noted:

> The number of complaints received continues to rise year-on-year. Given that the student experience and the level of student fees remain vital issues, the number of complaints received is very likely to continue to grow in the next few years. There is public benefit in the sector having an effective, independent complaints adjudicator in terms of public trust, accountability of universities, and a better student experience. We are examining very closely how we can continue to provide a high level of service (fairness for students and universities and success in winning Judicial Review challenges) and what this means for costs at a time when the sector is facing severe cuts.

Postgraduates were five times more likely to complain than undergraduates, usually about poor or non-existent supervision. In 2005 the most common subject of complaints at a degree level were examination results 43%; contract issues such as accommodation, facilities, lectures 33%; forms of discrimination 8% ; discipline issues 7%; and plagiarism 3%. Given the emphasis on plagiarism in university documentation it is interesting that this area has a relatively low level of complaints from students. Of the complainants with disclosed disabilities, 36% had dyslexia; 21% mental health issues; 10% physical disabilities; and 8% unseen disabilities such as diabetes. The OIA has found that universities cope well with adjustments required for physical disabilities, but mental ones were

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[27] Ibid

[28] http://www.oiahe.org.uk/downloads/pn-annual-report-2009.pdf

more problematic. Two case studies from the OIA are attached as Appendix 3, covering respectively mental health issues and supervision.

Scotland was slightly ahead of the UK in legislating for procedures to deal with student complaints. The 1997 report of the Committee of Inquiry into Higher Education had recommended to Higher Education Institutions that they review and, if necessary, amend their procedures for handling complaints from students to ensure that they reflected the principles of natural justice; were transparent and timely; included procedures for reconciliation and arbitration; included an independent, external element; and were managed by a senior member of staff[29]. The application of the *Scottish Public Services Ombudsman Act 2002*, extended the role of the Ombudsman to be the independent external element identified in the 1997 report. Matters concerning academic judgement were excluded from the mandate of the Ombudsman.

In Australia, Field and Barnes (2003) identified that deregulation of tertiary education increased the potential for maladministration, while at the same time a growing focus within universities on quality assurance and competitive performance required the development of student complaint processes. In 2003, five of Australia's 38 universities had responded to this challenge by appointing their own university Ombudsmen. Others had a similar or equivalent position known as the Dean of Students.[30] These positions were described as:

> A confidential and informal information resource, communications channel, complaint handler and dispute resolver, and a person who helps (the university) work for change[31].

Field and Barnes (2003) argue that while the existence of an Ombudsman office in a university can be seen as evidence of a commitment on the part of the institution to principles of good administration, it also provides the university with greater control on how it manages grievances between students and academics[32]. Although some Australian tertiary institutions continue to employ their own Ombudsmen (or as they generally refer to them in gender neutral language, Ombuds), others use their State and Territory Government Ombudsman Offices. These tertiary institutions list details of how to contact the Ombudsman as part of the information on their web pages. For example see the University of Queensland website http://www.uq.edu.au/about/complaints-management

The issue of protection of students is currently (1 Dec 2010) being discussed in Australia as the Australian Green Party calls for the expansion of the powers of the Commonwealth Ombudsman to safeguard the quality of, and access to, education in Australia. Senator Sarah Hanson Young has introduced into Parliament the Ombudsman Amendment (Education Ombudsman) Bill 2010 to advance this aim[33].

In 2010 Australia's international education sector has come under local and international media scrutiny, following a series of reports surrounding violent attacks against Indian students. Issues such as visa exploitation and discrimination within employment, student safety, questionable information

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29 Documents relate to the Further and Higher Education (Scotland) Bill (SP Bill 26) as introduced in the Scottish Parliament on 30 September 2004.
http://www.legislation.gov.uk/ukpga/1992/37/contents
30 Field, R. & Barnes M (2003) University ombuds: Issues for fair and equitable complaints resolution. Australiasian Dispute Resolution Journal. 14 (3) pp 198-210.
31 Stuhmke, A (2001) quoted in ibid.
32 Field, R. & Barnes M (2003) University ombuds: Issues for fair and equitable complaints resolution. Australiasian Dispute Resolution Journal. 14 (3) pp 198-210.
33 http://greens.org.au/files/EducationOmbudsman.pdf

provided by education and immigration agents, and sub-standard educational services and support by some providers, have all been identified as occurring within the sector. When it comes to complaint resolution, particularly with regard to international students, the fact that there are so many overlapping obligations with state accreditation bodies and the Commonwealth department, highlights the difficulties of where students can go and who they can trust.

In their Bill the Green Party argues that expanding the powers of the Commonwealth Ombudsman to cover the domestic and international education sector in Australia would act as a one-stop national authority for resolving individual student complaints; provide a further avenue for academic disputes, monitoring and enforcing compliance of education institutions, and facilitating communication between state and federal governments and educational organisations[34].

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[34] Ibid

Tertiary regulations and student codes

There are many variations of student codes and charters among New Zealand tertiary organisations. Some are entirely implicit, some well-advertised, some barely known within the organisation. Some are merely a way to assemble core policies in a way that students understand them.

The enrolment declaration

The basis of the contract between organisation and student commences at enrolment. All enrolment forms require an actual or (if online) implied signature, and some kind of declaration. These declarations usually contain one or more of the following:

- Declaration that the information contained in the form is true and correct
- Agreement to abide by the rules and regulations of the organisation
- Acknowledgement that the information contained in the form will be shared with other agencies as required by law.

Several versions of the declaration are shown below.

Declaration
Read the Terms and Conditions of Enrolment carefully before signing this Declaration
I hereby apply to be enrolled in the courses on this form and confirm that I have read the Terms and Conditions of Enrolment and Privacy Act information in the Guide to Enrolment accompanying this application form, and understand and accept them. I also confirm that the details I have supplied, particularly my name, date of birth, and citizenship/residency status, are true and correct. I understand that if this information is subsequently found to be false, my enrolment may be cancelled and I will be liable for any costs incurred by [name of org] in cancelling my enrolment. I understand my enrolment will not be actioned if I do not sign this Declaration.

Name (please print)   Signature   Date

Declaration

Privacy – [Organisation] collects and stores information from this form to comply with the requirements of the Ministry of Education (student statistical returns), New Zealand Qualifications Authority (Record of Learning registration and Unit Standard outcomes), Tertiary Education Commission (funding returns), Industry Training Organisations (funding and academic outcomes), Ministry of Social Development (confirmation of application and academic outcomes), Inland Revenue Department (student loan interest rebate), Department of Immigration (if you are not a New Zealand citizen or permanent resident) and Agencies who support particular students through scholarships and prizes, payment of fees or other awards (if you are a recipient of one of these awards). The information is also used to select students for qualifications, to manage internal administrative processes, and for internal reporting. Information about students may be supplied to, and sought from, other educational organisations for the purpose of verifying academic records. In addition, when required by statute, the Institute releases information to Government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC). In signing this application form you authorise such disclosure on the understanding that the Organisation will observe the general conditions governing the release of information, as set out in the Privacy Act 1993 and the Post-compulsory Unique Identifier Code of Practice. You may see any information held about you and amend any errors in that information. To do so, contact the Student Administration Manager, Student Registry.

NB: The Privacy Act came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the Organisation to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act.

Fees – In signing this application form you undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery. [The organisation's] policy on withdrawal and refund of fees may be obtained from the Student Registry.

Rules – In signing this application form you undertake to comply with the published rules and policies of the Organisation with regard to attendance, academic progress, standard of dress, health and safety, and behaviour.

Photography Consent

I consent/I do not consent (please circle) to my photographic image(s) being used for promotional and programme requirements for [the organisation]. I understand that the information and/or photographic images will only be used for promotion and programme requirements, and that they will be stored in a central filing system, where access will be controlled by the Marketing Department of [the organisation]. I understand that if I consent, I have the right to withdraw my photographic image(s) and that, to do so, I will need to put the request by writing

I declare that to the best of my knowledge all the information supplied on, and with, this application form is true and complete,

I agree to abide by the conditions described above, and I consent to the disclosure of personal information as described above.

Signature: .... Date: / /

Rules

In signing this application/enrolment form you undertake to comply with [the organisation's] Academic Statute and other rules and regulations published from time to time, any requirements set out in [the] confirmation of enrolment letter, and to comply with all proper instructions and requirements for the enrolled course. Should [the organisation] receive insufficient numbers for the programme to run, you accept [the organisation]will be obliged to cancel the programme and will not be liable for any non-fee costs incurred by you.

Declaration

I declare that to the best of my knowledge all the information supplied, and with, this application/enrolment form is true and complete. I agree to abide by the conditions described above, and I consent to the disclosure of personal information. I understand that if I have supplied false information or do not comply with the rules and regulations of [the organisation], my enrolment may be cancelled. I have read and understood the materials supplied to me relevant to my enrolled course and acknowledge that acceptance of the enrolment application by [the organisation] constitutes an enforceable contract between me and [the organisation] on the terms set out in this declaration.

Signed...…   Date ....

I declare that the information provided by me on this form is complete and correct; no information which could have a material bearing on any enrolment has been withheld. The [name] Council has the power to make statutes and policies under the Education Act 1989. I agree to comply with and be bound by those policies and statutes and the Library regulations. These are described in the Student Rights and Responsibilities Handbook, on our website, or are available from any staff member. I have read and accept the Fees, Cancellation, Withdrawals/ Refunds and Privacy statements printed on the back page of this form. I undertake to make prompt payment of fees as notified on the invoice for enrolment fees. I understand that payment must be received within the due time; failing this, recovery action may be started and recovery costs will be added to the amount claimed.

I authorise the Institute to seek personal information relevant to Student Loans and Student Allowances from other agencies and to disclose such information to other agencies. I consent to [the organisation] and the Students' Association utilising the information supplied herein, including my Student Identification Card photograph for official purposes only and to the storage of this information on their data systems.

I understand that the making of a false declaration is an offence under the Crimes Act 1961.

Nearly all enrolment forms had declarations of these kinds. Some require multiple signatures. What is striking from these examples, and through our examination of all 107 examples of enrolment declarations, is that the content differs significantly from form to form. Some have large paragraphs on the Privacy Act and others have a sentence or do not mention it at all. Some are quite narrow in scope and others are very wide. It appears that, in the public agencies at least, the enrolment declaration has been developed from advice given to each agency separately. There are two possible reasons why the declarations are so different in organisations that in principle are very similar. Either, organisations have very varied processes and procedures, requiring different enrolment formats, or each organisation is forced to make up its own form as no good practice options are available.

Some PTEs appear to have adopted a very simple formulaic declaration of rules: that the student "undertakes to comply with the published rules and policies with regard to attendance, academic progress, standard of dress, health and safety and behaviour". Other PTEs add a more detailed list of things to agree to – for example to come to class on time, purchase the textbooks for the course and so on.

The enrolment declarations, and the processes in place for ensuring that students understand what they are signing, varied widely across the case studies and illustrated the diversity of the sector.

Two of the smaller PTE case study organisations talked about designing their enrolment forms to meet the requirements of the NZQA when they applied for funding for the courses, and they had other processes in place for making the rules clear.

"We do have the written contract that students have to sign, but they do that at their interview, when their parents are present. We have translated the behavioural and attendance expectations into simple rules that they have to agree to. These are up on all the classroom walls. These are
- No drugs or alcohol
- Respect for other students and tutors
- Turning up to class (a medical certificate is required after 3 days, and if students are absent for 5 days without explanation they are dismissed)". (Case study: PTE Second chance & youth)

Another larger PTE which offers open entry Year 1 courses has restricted entry to Year 2 courses where only two thirds of the students are able to continue. This information forms part of the written enrolment form.

The PTE is very concerned to make sure that students understand that they may not be offered a place at year two. The information is clearly set out in the handbook and on the enrolment form, but they take further steps to ensure that students and their parents are aware of the policy. During the orientation period year one students spend the first two weeks working half days on procedural matters.

One interviewee stated. "The students and their parents have no doubt about the restricted entry to year two. We emphasise it before they sign up, and throughout the year." (Case study: PTE Degree and Post-graduate)

While the general declarations of compliance tend to be written in legalistic language, there may very well be problems in holding students to account for these, if they were to be challenged in court. A contract to uphold 'all rules and regulations' is far from clear, and probably not enforceable. One example of that can be seen in a case study, where a university uses the following declaration:

"It is this document that forms the contract between the institution and the student, but as every first year contract law student knows, students don't turn to it unless things turn to custard" (Staff member)

I promise that I will make myself familiar with the requirements in regard to student behaviour as set out in Sections 6 and 7 of the Discipline Statute. I will obey the statutes, rules and regulations of the University. I acknowledge that if I breach the statutes, rules and regulations of the University I will be subject to the discipline procedures and penalties imposed under the University Discipline Statute and General Academic Statute. (Case study: University)

This approach attempts to tie students to the rules and regulations via an oath ("I promise"), although it is unlikely that such an approach would be legally more effective than a signature. But it is likely the point of the 'promise' may not be a legal contract. It is clear from discussing enrolment declarations with case study organisations that the intention was not usually to hold the students to a legal commitment, but to assert a moral authority. Having such a declaration makes students aware that they are taking on responsibility by enrolling for a course, whether they are actually aware of the rules and regulations or not.

The sign-up declaration has been used, from time to time, as part of the deliberations of Discipline Committees in tertiary organisations. One case study interviewee stated that the declaration was a useful tool for use as a basis for sanctions against an offending student. There is a potential for difficulty here, if the Committee wishes to hold the student accountable for a rule that, arguably, the student may not know exists. The question of whether the onus lies on the organisation to ensure that the student views all material rules, or on the student to have read and understood all regulations, can be a significant cause of debate. In the case studies, three PTEs and two Polytechnics had specific strategies in place to ensure that their students were aware of the rules of their institutions.

If it is the intention that the enrolment declaration be a legally binding contract, then it needs to list all the rules and regulations that the student must follow. If it is just a reminder that signing onto a course is an act that involves rights and responsibilities, then a student declaration is a good way to achieve that. The tertiary sector should work towards more plain-language, purposeful enrolment declarations that are short and to the point.

Codes and charters

As noted above, most tertiary organisations have student codes or charters of one form or another, which serve a range of purposes. There is an extremely wide range of types of document. We have identified a number of purposes:

1. The organisation has a strong set of values or beliefs and requires students to adhere to these.

2. The organisation wishes to promote particular relationships between the organisation and students.

3. The organisation seeks to bring together and clarify its rules and regulations relating to students.

4. Documents have been negotiated over time between the organisation and students' associations to meet student needs.

In an online survey sent to all tertiary organisations, providers were asked whether their organisation had a student code, agreement or statement of student rights and, if so, when it was developed. The responses are laid out in Figure 1 below:

Response	Chart	Percentage	Count
Yes, within the past five years		34%	54
Yes, developed more than five years ago		57%	91
We used to have one		0%	0
No, we have never had a code		9%	14
		Total Responses	**159**

Figure 1: Organisations having a student code, agreement or statement of student rights.

By far the majority of organisations surveyed have such a code, with over a third having developed it within the past five years. No organisation that had a code had removed it, and only 9 percent reported they had never had a student code.

The search for codes and contracts undertaken for this study uncovered many different approaches. With external agencies demanding much more explicit policy approaches, one common reason for having a student code is to bring together the main policies to assist students in understanding their obligations. This was explained in the survey responses by one organisation as follows.

> Upon enrolment at the [organisation] students undertake to comply with the regulations and policies of … These regulations and policies can be located in the [website] and the Enrolment Handbook. Colleges, schools, departments and halls of residence may also establish rules and codes of practice from time to time which are relevant to their particular discipline or circumstances. It is the responsibility of the [organisation], its constituent parts and its accommodation providers to publish these regulations, policies, rules and codes of conduct in an accessible manner. It is the responsibility of students to acquaint themselves with such regulations, policies, rules and codes of conduct.

That particular organisation had 49 separate policies listed on the website, most of which had implications for students. This is not unusual. One of the case study organisations had a complete policy library of more than 100 policies. The requirement to make students aware of policies affecting them can therefore be a complex and onerous task for organisations (and for students).

Why are student codes so common, then, and what is their purpose? Figure 2 demonstrates a wide range of both external and internal influences on the development and modification of student codes and agreements in tertiary organisations. The responses at Figure 2 are remarkable for their diversity, with a very wide range of reasons being cited by respondents.

Response	Chart	Percentage	Count
New approaches to risk management		54%	85
An environment of market competition in the sector		22%	34
Specific legal issues that have arisen		26%	41
Reputational factors (e.g. student behaviour)		57%	89
A strategic commitment to reciprocity with students		49%	77
Changes in student composition		20%	32
A period of financial stringency		7%	11
Other, please specify:		16%	25
		Total Responses	**157**

Figure 2. Factors affecting content of student codes and agreements

Of the 'other' factors, nine cited a general commitment to improving options and services for students, seven cited legal compliance with external agencies or audit, and five noted the intention was to improve student welfare.

Reputational /Market factors

As noted in the previous section, reputational/market[35] factors and managerial elements have been the strongest influences on student codes in the past few years. For example, the code of conduct outlined in the survey response above strongly reflects the 'risk management' approach. It notes the purposes of the student code of conduct are:

> Restate that the law of New Zealand applies to all members of the [organisation] community and all who visit its facilities

> Collect in one convenient place references to regulations and policies of the [organisation] which govern student conduct

> Reaffirm the commitment of the [organisation] to provide a safe environment for the benefit of all staff, students and visitors to the University

> Emphasise the obligation of the [organisation] under the Education Act 1989 to guarantee members of the university community the freedom within the law to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions.

In practice, the code itself is little more than a list relating, respectively, to regulations, policies (assessment, computer use, drug and alcohol, fields, building use, harassment and smoke-free), security issues and use of the student card. There is no statement of the nature of the relationship between students and the organisation. While a useful summary of policies, and easily available on the website, the code of conduct is simply a managerial tool in that organisation.

Risk management

One emerging element in the relationship between students and tertiary organisations is recent requirements by the Tertiary Education Commission for enhanced course completion. Essentially, those organisations with low rates of completion will, in the future, be penalised financially. In the case studies, there is some evidence that organisations are considering ways to control and improve course completion rates more effectively.

> "A new development is a 'learning contract' being implemented for the first time next year. A contract will be signed by both parties in a formal process. There are a range of drivers, one being the democratic purpose of ensuring that students are aware of their rights and responsibilities. However, the main driver is the increasing requirements of the TEC for course completion and successful outcomes, linked to funding. At present the organisation struggles to improve its program completion rate, which is about half way down the polytechnic scale. The contract should enable early identification of students at risk, and thus improve success rates". (Case study Polytechnic Provincial)

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[35] While market factors are listed as a separate aspect to reputation, most reputational issues relate to the need to show the organisation in a good light for marketing purposes. It is acknowledged there are other reputational aspects, too, however, such as how well an organisation works with local communities.

This kind of development of the learner contract follows the international trends discussed above. What is quite interesting is that the organisation highlighted both the democratic elements – the learning partnership – and the risk management aspects. As the UK experience shows, however, students have concerns that the democratic elements can relatively easily be overcome by the risk elements, in times of stringency.

Two of the PTE case studies linked student contracts much more explicitly with course completion and the funding needed to keep the organisation in operation. These case studies demonstrate the realities in PTEs working with second chance education for youth.

> "We have always had individual learning contracts with our students where they identify their learning goals and we set up individual programmes to meet those goals. However, they take on a whole new meaning in the changed environment of funding for outcomes. We have always struggled with course completion rates because our young people have not succeeded at school, are often here because they will not get their benefit of they do not attend, and many have substance abuse issues and lifestyles that make even getting here in the morning a major challenge. We have systems in place where the tutors text students who do not turn up. One tutor has a round in the morning picking up students from their homes in order to get them to class" (Case study: PTE Youth)

> "A lot of the youth haven't had a lot of structure and find it hard to adjust to the rules and regulations because of the bad time they had had at school or in their lives. One thing learned from teaching youth is that the best way to get something out of them is to contact their home and whānau and build relationships with them, so the students get support all round. This takes time, but it is huge for them and it shows at the end of the year when you see how proud they are of themselves and how proud their families are." (Case study: PTE Maori youth and second chance)

These case studies highlight the diversity within the sector. Some PTEs have adopted practices that suit their students but would be unacceptable in other tertiary environments. Some tertiary providers offering training courses for young people face challenges that are not relevant at degree or postgraduate degree levels. These PTEs consider their relationship with their students as one of provider and customer or client, or even family/whānau and tend to take on a very high pastoral care role in an attempt to ensure course completion.

Commitment to reciprocity
The third-ranked driver, a commitment to reciprocity, comes from philosophical changes within tertiary organisations that see learners as 'partners' in the organisation. A more reciprocal approach has been adopted by about half of organisations surveyed. The two other significant influences were specific legal issues that arose (reflecting the more contractual environment in the sector) and changes in student composition requiring new approaches. That element is likely to reflect the internationalisation of education provision in New Zealand, and may indicate that the compulsory pastoral care requirements for international students influence relationships with domestic students.

An example of a reciprocal/ reputational code belongs to one of the organisations involved in our case study research. The organisation's website displayed all

relevant policies, documents, contracts and a 'student charter'. The existence and display of the student charter indicated a commitment to inclusive and reciprocal relations.

This 'student charter', contains a statement of the rights and responsibilities of students, a procedure for updating the charter and a disputes resolution process. The charter begins with a strong statement of the position of students within the organisation:

To be treated as mature responsible individuals regardless of age, gender, culture or ethnic origin, sexual orientation, political or religious belief.

The rights (20 of them) of the students cover access to information, workload issues, assessment, freedom from harassment, student representation, appropriate teaching, good and fair treatment, access to policy review and a range of student services.

The eight responsibilities relate to behaviour, following rules, treating others with respect and playing a role in the community. There is a specific note regarding students with intellectual disabilities, noting that the organisation will work with students to ensure they have a voice. (Case study: Provincial Polytechnic/Institute of Technology)

Students had in the past been very dissatisfied with the 'top-down' approach at this organisation. This organisation has a new CE and students and staff commented that there has been a shift to a more reciprocal approach and increased student voice.

The student charter constitutes the most cogent organisational statement of the reciprocal relationship. It was therefore interesting that few students, student leaders or staff appeared familiar with the document, and there was no clear understanding of its implications for staff or students.

Another case study organisation has a handbook of 'student rights and responsibilities', which is widely available and highly informative. It is a mixture of the two examples given above. It does three main things:

1. Introduces the student to the organisation and explains how it works and what it values, lists the names of key staff and outlines the structure;
2. Provides information on rights and responsibilities, policies, assistance available through the students' association and the complaints procedure; and
3. Provides information on programmes, the enrolment procedure and course-related information and troubleshooting.

(Case study: City Polytechnic)

That organisation has a commitment to reciprocity as "a strategic element" of the organisation. There is an intention to reduce bureaucracy, increase transparency, reduce hierarchies and build what is called 'connectedness'. The handbook is therefore a key part of the organisation's overall business approach, with strong leadership around the overall organisational culture.

While this approach is particularly well-developed in that organisation, the notion of students as partners is the dominant view within the sector according to the self-report of survey respondents, although this was not evident in all case studies as illustrated above.

Organisations surveyed were asked to choose the 'best description' of how it views its students, and responses are noted in Figure 3 below:

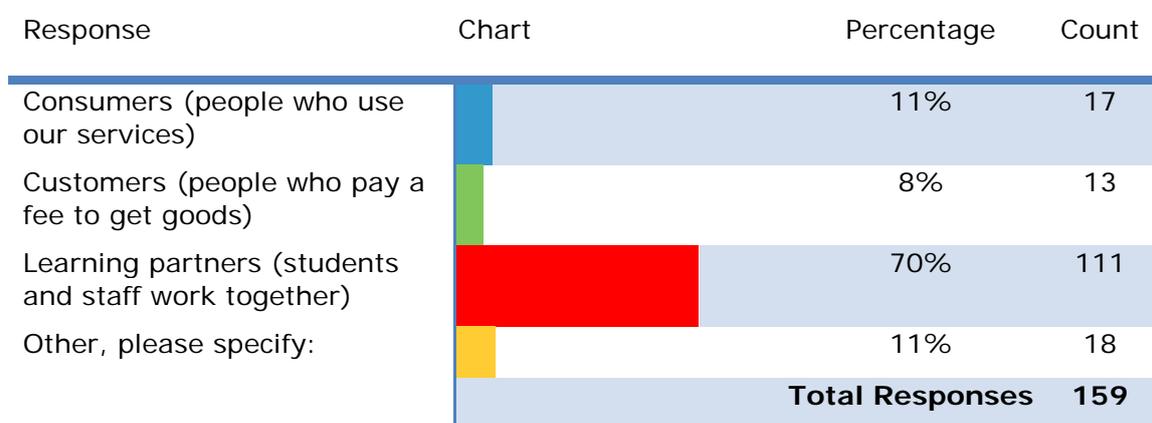| Response	Chart	Percentage	Count
Consumers (people who use our services)		11%	17
Customers (people who pay a fee to get goods)		8%	13
Learning partners (students and staff work together)		70%	111
Other, please specify:		11%	18
		Total Responses	**159**

Figure 3. The best description of organisational relationship with students

'Other' responses include whanaungatanga, trainee, client, worker/employment model, family (several models) and a small number who resisted all labels. The strength of the 'learning partnership' approach was interesting, given the response pattern in Figure 2, where only 49% of respondents considered reciprocity to be an influence on codes and agreements. It is likely that the concept of learning partnership has a number of different meanings.

The codes considered so far have been either managerial in focus or with a bias towards reciprocity. It is worth considering other models. We examined the website documents of one PTE with a business and tourism focus, which is characteristic of those PTEs that cater to a younger and less-qualified group. It issues a very long pamphlet called 'Student Directives and Induction' to new students. It is a highly informative document, with lots of excellent information. However, in its use of language and a focus on behavioural factors, the model is teacher-to-school child or possibly boss-to-beginning-worker (a sort of apprenticeship model). For example:

> Our 'smart casual' dress code does not permit hats, dreadlocks, dirty hair or dirty fingernails, jewellery in tongue, lip, chin or eyebrow piercings, trackpants, jandals, bare feet, rude or offensive T-shirts or sweatshirts. Please ensure you have excellent personal hygiene.

Students are told to be in class 5-10 minutes before the session starts, that they will not be allowed in if late, that if they fail to meet certain attendance times they will be expelled, and so on. There are codes of conduct for use of all facilities, including the student lounges. The discipline regulations are top-down, one-way (i.e. no opportunity for students to advocate on their own behalf) and strict, and would not meet the standards of 'good faith' operating in the labour market.

Student codes and charters vary significantly in form and content from one organisation to another. Smaller and more specialised organisations can have very detailed and strict rules designed to maintain their character. There is wide

variation on some elements. Attendance policies are interesting, with some requiring 80% or even 90% attendance, while others simply recommend attendance on a regular basis.

While nearly half of organisations noted in the survey that they consider their codes to be based on reciprocity, few student codes were found that spelled this out. Most were either silent on the relationship or had a model that appeared less than reciprocal. The problem may be in the term 'reciprocity', which has two meanings: complementary (different and not necessarily equal), or community (different and with at least a right to equality, however expressed).

Special character of the organisation
Another model found during the internet searches is an interesting mixture, based on the special character of the organisation as a charismatic Christian organisation, which mirrors a trend described above in the United States (but on a much smaller scale). The core statement is one of beliefs – in the Bible as the word of God, in the Father, Son and Holy Spirit, the deity of Christ, "evangelistic and missionary fervour", baptism, and resurrection. Students must be committed to Jesus Christ and his Kingdom, must 'know' Jesus in their lives and be a member of a congregation of believers. There are also a range of more ordinary rules around fees, course requirements and technical matters.

University codes
University codes were examined as a separate exercise to examine how they view students. Universities have a specific legislative relationship with students under s. 161 of the Education Act (1989). In that 'academic freedom' clause, staff *and students* of the university are free, "within the law, to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions". Given this, it is interesting that no New Zealand university attempts to examine or explain this freedom through a student charter or code of conduct.

The 'risk management' approach noted above in relation to one university is essentially the dominant mode. Five of the eight universities have a student code of conduct. They are very similar in content. The main themes are the need for ethical behaviour, academic integrity, no discrimination and complying with New Zealand laws. Universities without a student code of conduct all outline approximately the same items in their disciplinary policies under 'misconduct'. In all cases students are advised to read the policies relating to behaviour and discipline as part of the code of conduct.

Despite a detailed search, no examples of documents or charters were seen that attempted to outline the nature of the reciprocal relationship between the organisation and students in the university setting. It may be that such a relationship is so pervasive within the universities that it is ubiquitous: it does not need to be stated. For example, all universities have a strong relationship with students' associations, student representatives on Councils and systems of class representatives.

The case study university's *Calendar,* which can be accessed online, provides the legal framework of the contract between the university and their students. The Calendar is a very comprehensive document of 650 pages; contains the history, mission and goals; academic statutes; academic regulations; programme regulations; and policy statements. Policy statements include sections on student behaviour, alcohol consumption on campus, and misconduct in class. It also includes information about the mediation process, discipline processes and appeals. Although the documents do not display a commitment to reciprocity with students, many of the practices in the university were based on reciprocity.

> The history of this university has had a huge impact on its ability to support a reciprocal approach to its students. It has grown from a relatively small institution with a first principle of "What is best for the student?" and has endeavoured to maintain this approach as it has grown. We have a very strong and effective students 'union and we have huge opportunities to be informed by our students. One of the major initiatives to be implemented next year is the development of a students' charter – a collaboration between students and staff.
>
> (Case study – University)

The proposed development of a student charter at this case study university was seen by staff as a vehicle for demonstrating its practices of reciprocity in a formal document. As a senior staff member commented "We are incredibly democratic in the way we operate, but that also needs to be seen". The written codes and policies of universities that were reviewed for this project tended to be top-down rather than reciprocal, probably because of risk management issues in these large organisations. A shift to a more reciprocal approach may involve a review of these documents.

Adjudication processes

In the international section above, it was noted that there was a move, in some countries, to an Ombudsman model in the tertiary sector, to provide a neutral and principled approach to complaints and grievances. In some cases, Ombudsmen were situated within a particular organisation, and in others held a regional, state or national jurisdiction. Although in New Zealand university and Polytechnic students may access the services of the general Ombudsman, there is no specific position relating to educational provision, and no specific expertise in dealing with disputes in the tertiary sector.

In 2004, Judge Baragwanath called for the establishment of an Education Ombudsman, noting: "There was no agency able to focus on individual cases of failure to deliver what the education system had a duty to provide"[36].

All tertiary organisations have a disciplinary process and related policies. In most cases they are highly standardised, and, with some exceptions, follow a process similar to that in employment law: notification of complaint, formal hearing, outcome (no misconduct, misconduct or gross misconduct).

There are limited ways that students can challenge the process. Public tertiary organisations, and potentially PTEs to the extent that they receive public funding, are subject to the disclosure rules of the Official Information Act 1982. If the organisation refuses to disclose information, there is access to the general Ombudsman to challenge such decisions.

There may also be recourse to the Human Rights Commission, if the tertiary organisation is suspected of having breached provisions of the Human Rights Act. However, such a process would focus on the organisation, not the individual making the complaint, and there is little scope for individual redress.

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[36] http://www.nzherald.co.nz/nz/news/article.cfm?c_id=1&objectid=3594328

International students have access to a review and appeal authority (the IEAA[37]) which is kept busy with a range of complaints, many of which are upheld. That has proved to be an effective and efficient model that could be copied for domestic students.

Apart from these agencies, organisations with students' associations usually have advocates that can support students against disciplinary allegations. However, these are only a small number of the total tertiary organisations. Further, if the advocacy process breaks down, no resolution may occur.

In a small country, it is difficult to imagine that every organisation, or even every region, might need to set up its own Educational Ombudsman position. The good practice innovation at this time may therefore be to set up a system akin to the IEAA discussed above. Indeed, there seems no good reason why the IEAA cannot be remade into a version of the UK's Office of the Independent Adjudicator (OIA), allowing for expert adjudication across the whole sector to be developed in one place. Such a body would also remove a burden from tertiary organisations of having to re-invent solutions to problems that have occurred elsewhere, including providing a standard of good practice.

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[37] The latest annual report is available at http://www.minedu.govt.nz/~/media/MinEdu/Files/EducationSectors/InternationalEducation/ProvidersOfIntEd/IEAA2009.pdf

Pastoral care

Pastoral care encompasses a range of areas. There are three main areas of support:

> Health and disability, including counselling,
> Learning support options, including IT, and
> Cultural support, including for Māori and Pacific learners.

This section will consider health and disability and cultural support. Learning support will be dealt with separately below.

Health and disability

Tertiary organisations have been required to provide equity of access to educational opportunities for all students since the Education Act 1989. There are also responsibilities that emerge from the Human Rights Act 1993. The larger, traditional organisations have tended to provide health and learning support for many years. But more recent developments have been sparked by several factors.

The Tertiary Students with Disabilities Special Supplementary Grant was introduced in 1998 to enable tertiary institutions to meet the needs of students with disabilities and remove barriers to participation in tertiary education. The funding was tied to actual provision, and organisations had to demonstrate the services they were providing in order to get the funding. Until 2010 this was paid as a per capita amount to universities and polytechnics. It is being now paid out of general equity funding[38].

The provision of disability services has grown significantly in the university and polytechnics. Services offered include note-takers, transcribers, alternative formats, assistive/adaptive technology, exam support, sign language interpreters, mental health support, information, and assessment. A national code of practice has been developed to provide an inclusive environment for students with impairments[39]. This is strongly supported by disability advocacy groups.

Universities
Online information from the eight universities about their disability services was extensive. A content analysis of these services found few differences. The similarities are listed below:

1. Access to services and support for students with disabilities
2. Students are required to inform the University of their disabilities and provide documentation from a medical professional
3. A commitment to removing barriers to study
4. Provision of building access and mobility parking along with other infrastructure
5. A form for students to complete and sign stating their disability and requirements
6. Provide tools for staff to educate and support them in working with impaired students
7. Encourage feedback and reporting to improve services.

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[38] http://www.tec.govt.nz/Funding/Fund-finder/SSG/
[39] http://www.achieve.org.nz/kia-orite

The detail of the policies was very similar, however some universities went further by providing measurable goals and encouraging feedback from staff and students. One university did include a clause stating that students with disabilities may be excluded from enrolling in a course that is incompatible with their disability.

Most have a dedicated disability support centre, although some integrate such services within student services. Disability handbooks list the services that are available. Students are generally warmly welcomed to disability services in principle:

> The [organisation] is firmly committed to providing equity in education and welcomes students with disability into all areas of campus life.

However, access to disability services tends to be strictly controlled. The reason for this is apparently that the services available are inadequate to meet the full demand. Most require, initially, a sign-on to services. Many organisations note that provision of services is based on the production of a medical certificate, which serves as a form of screening. There are, in some places, further hurdles to be jumped before disability services can be provided, including dedicated interviews, the development of a learning plan and other requirements. Even so, a shortage of resources may mean that services are not provided. Documentation from one university stated:

> Please note, while every effort will be made by the [organisation] to support you in your studies, the resources available are limited and there is no guarantee that the services/arrangements will be provided. If you think you may require any services or accessible arrangements during the year, you are responsible for identifying and seeking them in a timely manner. Not doing so may affect your eligibility for certain support services.

Polytechnics

While the university policies are structured to involve staff across all departments. the polytechnic policies appear rather different with disability services tending to work independently of other departments. The focus is on providing the support necessary for successful course completion.

Students are able to access services if they have a verified disability but there are no objectives to improve or develop these services. The services offered are similar to the universities but do not appear to be integrated into other areas of the organisation such as the libraries, computer rooms and tutoring.

The Student Guidance and Support document outlines what the organisation is prepared to do and support along with associated policies. It is very brief and underpins operational regulations. (case study: Provincial Polytechnic)

The survey found that in most cases there appears to be only one disability support person with limited resources at each Polytechnic.

PTEs

Fewer than 10 percent of the PTEs reviewed in this study have disability policies available online. The disability policies that were available varied significantly and most warranted less than a paragraph. Those that stated a commitment to equal opportunities did provide information on the support they could offer. Some stated that they would decline enrolment if they felt a student was not capable of attaining competency. The default setting for many such organisations is that

special and disability needs will be 'taken into account' for coursework and assessment purposes. Some statements are supportive, if non-specific:

> Here at [organisation], we are committed to the wellbeing of all our students. If you have a disability of any kind, we want to help you complete your programme of study. A disability need not be severe to require reporting, to make sure we provide you with the support you need. Even if you have a minor disability, please let us know, so that we can provide appropriate help.

Others, however, screen out people with impairments on the grounds that they would not be able to undertake the course effectively. For example:

> I declare that to the best of my knowledge I have no communicable diseases (e.g. AIDS, Hepatitis) or physical or psychological impairments that will affect my ability to undertake study and/or **give or receive** massage safely (required declaration on enrolment form of a massage school, emphasis in original)

A third group (the largest) are completely silent on the issue of disability or impairment, making no mention of the issue. Some of these do mention "general fitness and good health" as important, and some also provide access to health services (the one quoted here had an arrangement that students could join a nearby university's health service, and an adjacent gym).

Issues with disability services

There are a range of difficulties in the provision of disability services, noted by the case studies. The main problem is unevenness of service. This may be of two kinds. The first kind is where some types of disability and some solutions (e.g. note-taking) are better catered for than others within organisations. Certain disability services (an example given was sign language) are expensive and may not be available. Note-taking in classes is relatively cheap, but more efficient if people with disabilities are put together in a smaller number of classes. People may therefore be told they can only have note-taking support if they take particular courses.

The second kind of problem is where parts of the organisation have access to better services than others. In our case studies, this usually occurred because the organisation was delivering education courses on more than one site, and was unable to provide services across campuses. This problem was exacerbated when services of one organisation were actually delivered by contracting organisations, which tended to nullify the promise to provide support services. In some cases, students associations were fighting for provision for such students

> The relationship with these providers is managed by contract, but in reality these students often have little access to the advocacy and pastoral care available at the main campus. (Case study: Regional Polytechnic)

Health and counselling services were also traditionally provided only by universities and some polytechnics, but some of the larger PTEs are now also providing, or at least helping to organise health services. Some shared services with other tertiary organisations, and some had special relationships with health providers. Counselling services are widely available. The driver of some of these services was the need to improve services for international students, through the pastoral care code. The effect has been to improve services to domestic students as well.

A special issue in pastoral care has been the growth of drug-testing processes, especially in PTEs, and the need by some universities and polytechnics to offer services and support to counter alcohol and drug misuse by students, which in some cases threatens relations with the local community. As a result, a number of organisations had recently changed or updated their policies to include a drug-free environment, underpinned by a system of drug-testing. In the survey undertaken for this report, policies on drug testing were noted as the most common recent change or update to policies.

In one case study, most students had not read the student handbook, but all were able to recite some core policies, the main one being no drugs or alcohol

All students said that these rules were "fair because we can't learn if others are disruptive, drunk or off their faces". They also agreed that as places were scarce on the courses, and there was a waiting list if you didn't turn up you were also expelled. (Case study: PTE Youth).

Cultural support

For the past two decades, the New Zealand education system has had a broad goal to increase student achievement for Māori and Pacific learners. There have been three main approaches to achieving this. The first has been by the development of Māori or Pacific learning organisations, either within the public sphere (Wānanga) or by PTE. The second has been specific action to attract such students into existing tertiary organisations, including some quota schemes (e.g. some entry-level places available in number limited courses in the Law, Medicine or Dentistry), development of relevant courses and targeted advertising. Finally, a range of services have been put in place to support the retention and achievement of Māori and Pacific students within organisations.

Two Wānanga were approached to participate in this project, but neither ended up taking part. However, in negotiating access the research team was informed that Wānanga worked within a distinctively Māori approach to relationships between staff and students, which differed significantly from the mainstream model. In the absence of case studies, some information was gained from website analysis. Students work in Rohe, or groups, with student support advisors. An interesting insight into the value approach is specified in relation to the graduates, or alumni, of one Wānanga, who are called kāpuia. The website notes:

> The name Kāpuia comes from a tongi by the late second Māori King, Kīngi Tāwhiao which says:
>
> *ki te kotahi te kākaho ka whati, ki te kāpuia, e kore e whati*
>
> meaning "when reeds stand alone, they are vulnerable, but bound together they are unbreakable"
>
> This tongi promotes ideas such as unity, camaraderie and strength, ideals that align with the underpinning values of [the Wānanga].

One Māori-based PTE completed a case study. This organisation offered courses mainly to young (in two groups: 15-17 year olds, and those 18 and over) Māori and Pacific people who had no school

For example, there may be one set of rules in the classroom and one in the salon. The rules are posted around the room. These may include reminders to behave well,

qualifications. The basic aim of the organisation was to provide work skills training to facilitate entry into the labour market and apprenticeships.

As a small organisation with a diverse and demanding student body, this PTE combines a strong set of rules designed to ready the students for the labour market, coupled with a supportive environment. Rules are adapted across the organisation and with partner organisations to meet specific needs (see box below).

be respectful, get on with work and not be disruptive. In one classroom there is a 50c swearing jar, $1 hikkie jar, 50c chewing gum jar and a $2 no hats rule. When these jars are full they are normally used for projects or photocopying, but this year they were used for students who had no money to travel home, so it turned into a koha jar. (Case study: PTE Maori Youth and second chance education)

The organisation outlined a range of issues it faced. The regulatory environment can be intrusive and students often view requests for information with suspicion. The best way for the organisation to achieve success is to adopt a whānau model, but that involves significant engagement in local communities, for which the organisation is not funded. Students are included in all policy development and reviews, and there is a class representative in place. While there are a lot of 'rules', these are developed with the students in each classroom.

Most organisations surveyed contain a basic statement outlining their commitment to the Treaty of Waitangi. Larger tertiary organisations have a kaumatua and a range of other Māori leadership positions. Again in larger organisations, there is likely to be dedicated learning support for Māori and Pacific students. Most universities and polytechnics have one or more Māori student organisations. Some are subject based, for example there are at least five Māori law students' associations across the universities. One Wānanga with a majority of Maori or Pacific students had extensive support structures in place.

Most larger organisations now have a policy recognising te reo Māori as an official language of New Zealand. One implication of this is that students should be able to submit work in that language, and most universities and polytechnics have policies outlining how and when this is allowed. In some, the cost burden of translation must be met by the student, while in others this is met by the institution.

A small number of Māori and Pacific students were interviewed as part of the case studies. They reported that they used the support structures put in place by and for them, and considered they had good input into the policies of the organisation (to the extent that they desired such input).

Teaching and learning

This section will consider various aspects of teaching and learning in tertiary organisations, informed by the stocktake, case studies and survey of organisations. Issues include provision of services and support for students, involvement of students in teaching and learning policy development, class representation and course issues.

Since the 1980s, participation in tertiary education has widened and encompassed more socially diverse populations, in New Zealand and elsewhere. Key drivers have been changes in the labour market, changes in the aspirations of key social and ethnic groups, the globalisation of the education market and the growth in second chance education. There are now numerous pathways to tertiary education, a wider range of organisations, a much wider selection of courses and a more diverse staff and student body.

These changes have meant that students now arrive at tertiary organisations in varying states of readiness to undertake learning, and a wide range of learning support services have been set up to meet these needs.

Provision of services and support

In their policies and information material, most of the stocktake organisations note that they offer study support to students. Larger organisations nearly always have a stand-alone student learning centre, which may offer support to both students and staff, and is also likely to conduct course evaluations. Case study organisations all noted they had support systems in place but the scope and nature of these varied according to institutional factors (size and type) and student factors (level of education, type of course, student backgrounds).

For those with a student learning centre, services tended to include
- a drop-in for enquiries (often limited to particular hours),
- online support with frequently asked questions and increasingly, through Moodle and other online learning programs, live "ask for help" sessions, and
- specific formal (timetabled) or ad hoc (for a group of students) courses.

In one case study organisation, for example, such courses included: 'skills for success', referencing, computer resources, assignments and essays, communication, exam strategies, learning methods, maths, planning work, reading and writing.

In smaller organisations, and those working with students who have identified gaps in their learning, the learning support and pastoral care roles tend to blur, and the aim becomes to facilitate the individual student through the process. In the best such organisations, all staff, from tutors to support staff to the CEO, work together to ensure every student is able to learn. This is often quite a pragmatic and practical process, requiring, as the case study notes, staff flexibility.

> Flexibility is recognised. The organisation does not want to be another barrier to student learning. It is challenging to try to motivate, train and qualify people. The organisation wants to facilitate the students into work and needs to get them used to working certain hours and to prepare themselves for other industry requirements. (Case study: PTE Maori youth and second chance)

Policy development in learning and teaching

In a reciprocal organisation, learning and teaching is not a one-way stream from organisation to students, where organisational knowledge is deposited in the student's head, to be cashed in later for a qualification. The way to maintain quality, relevance and effective teaching and learning approaches is to involve students in the policies, planning and developing of learning policies at all levels, and to provide a strong student voice in the evaluation and future development of courses. In Figure 3, when 70% of surveyed organisations noted that they considered students to be learning partners, it is assumed that the responses inferred that students were active in their own learning and in the further development of the organisation. Figure 4 below tests out the extent of student involvement in policy and practice development in teaching and learning. Only a small number noted full integration into the policy-making process, although a fifth note at least some policy representation and consultation.

Response	Chart	Percentage	Count
None at all		6%	9
Some involvement (possibly through feedback or surveys)		67%	106
Regular involvement (via consultation)		36%	57
Feedback, consultation and some representation on policy committees		21%	34
Students are integrated into the policy-making process at all levels		4%	7
Other, please specify:		3%	5
		Total Responses	**159**

Figure 4. Student involvement in the development of policies and practices around teaching and learning

It is evident from these survey responses and case studies that most tertiary organisations have a system of student feedback in place, and that probably a third provide, on top of this, access to policy processes at some level. Most of the case study organisations showed excellent practices in relation to feedback, but most also gave students input at the policy level.

The polytechnic in this case study, for example, had strong student representation on the Academic Board, through which students were able to participate in policy review processes, by volunteering to sit on review committees. That

A strong element in this organisation is the use of research and review to get feedback on progress, as part of the organisation's teaching and learning strategy. For example, alongside the usual course review document, the organisation is currently undertaking research (an exit poll) to ascertain the views of students on classes they have just attended. As well, both polytechnic and students' association engage in an informal way

organisation's policy on policy-making was silent on student involvement in policy-making and review, but in practice, students noted, they had full representation.

Figure 5 looks at how students in organisations surveyed 'have a say' in their learning, whether by involvement in policy, or at a practical level. The figures confirm a high level of involvement by students in a range of course review processes, including some continual review processes. It also shows that organisations consider that senior course staff and senior administrative staff are accessible to students. Following the trend noted above, however, only around a quarter of organisations included students in learning-related committees at the faculty or central level.

Response	Chart	Percentage	Count
Through the official course review process		64%	101
Through the continuous review process - students are approached in a range of ways to have their say		73%	116
Through involvement in course, school or faculty committees		24%	38
Students can approach their head of school at any time		62%	99
Through membership of the organisation's academic committee or board		13%	21
Students can approach the CEO or senior staff at any time		74%	118
Other, please specify:		11%	18
None		2%	3
		Total Responses	**159**

Figure 5. Ways in which students 'have a say' in their learning

This result is probably as much a function of the size and type of respondent organisations as any specific policy, as many respondents have little in the way of policy committees.

In the case studies there was a growing intention (and in many cases practice) to involve students at both the policy and practice levels in improving teaching and learning. It is now recognised by many organisations that organised student input can have a markedly positive effect on policy and planning for teaching and learning. In the larger organisations, student involvement was more often

formalised through student unions, while at smaller institutions methods included continuous review and student access to senior staff or CEOs at any time. All PTE Managers and CEOs described their management style as "Open door to students".

The larger case study PTE described the benefits for the organisation of having a strong students' association, but stated that there was a fine balance between encouraging student participation, and forcing student involvement.

> "It is wonderful when we have a strong students association as it makes consultation so much easier for us. Some years there is very little interest from students, and we have to be careful about pushing additional work onto them, as most students are paying for themselves, and this is not a particular priority for many of our students. The majority of our students are post-graduate and are in full-time practice or work." (Case study: PTE: Urban, degree and postgraduate)

Recent policy changes

Tertiary organisations were asked whether they had recently developed any new policies and procedures that affect the rights and/ or responsibilities of students as learners. About half of the responses said that they regularly reviewed and updated all their existing policies. The other responses related to specific recent and current policy developments. These are summarised below, in order of frequency.

1.   Drug and Alcohol policy

The most common recent changes in policy noted by respondent organisations were in drug and alcohol policies. While many organisations have had 'drug-free' policies for some time, some are now insisting on including 'urine testing' as a condition of enrolment: "It is now a condition of enrolment that they agree to being drugs tested randomly throughout our courses".

> There is a newly formed drug and alcohol policy to keep abreast of the opportunities and temptations students are faced with which clearly states that if you are offsite on Polytechnic business, this policy applies. Five years ago the polytechnic went smoke free and remains relatively smoke free. There are designated areas on campus for alcohol and smoking and this is controlled. (Case study regional Polytechnic)

The existence and enforcement of such policies is more widespread in the PTEs than the polytechnics or universities, but as the case study (box above) demonstrates, other tertiary organisations are now moving to control drug and alcohol use among the student population. On the other hand, most still hold to the view, expressed by one case study, that "what students do in their own lives is their own business", and the only issue is whether the person breaches general disciplinary obligations.

2. Student conduct
The second most common change noted by organisations related to student conduct. Organisations have updated their policies to rectify problems they were experiencing. For example, one PTE added a 'no texting during class' rule and another experienced problems during the last field trip with student behaviour so the policy was changed to avoid the same problem occurring.

3. Learner contracts

As noted above, organisations are beginning to investigate ways to develop tighter agreements with students, in particular to attempt to meet TEC demands for higher rates of course completion. Reasons cited by organisations for changes include more student diversity, introduction of new courses and funding changes. A number of organisations surveyed noted that they now developed learner contracts with students on an annual basis:

> Learning agreements are established with each student in our college at the beginning of the course. In the past 1-2 years we have established learning contracts to re-establish student commitment towards maintaining good attendance i.e. at least 80% attendance. This year, we have developed learning contracts to engage our student's commitment towards coursework performance, when they re-enrol. (Surveyed organisation)

4. Course review

A number of organisations were developing new ways to get feedback on courses from students and procedures for evaluating the feedback and implementing changes to reflect the feedback.

5. Disability

Some organisations were developing new disability policies based on the need to identify students with learning difficulties and develop individual learning plans for them.

6. Assessment Policies

This covers areas around the grading of courses, ethical issues around written and oral assessment and general changes to the submission of assessments in relation to aegrotat and late assignments. The following extract comes from a qualitative response provided to the survey:

> Most of our core student policies have been in place for a very long time, with changes mainly being improvements in clarity; however two recent policy changes… have occurred in relation to assessment and both reflect a philosophy about student personal responsibilities in their learning process. The first is a 'no surprises policy' in relation to summative assessment introduced to ensure that students follow ethical policies and processes in the production of their work. Work that is presented for assessment that breaches existing research and ethics policies and processes will not be assessed and both the student AND faculty member associated with the assignment/project/dissertation etc may be subject to disciplinary action. This policy relates to work that is not written. In terms of written work, advancements in plagiarism/originality software (Turnitin) have allowed us to be much more specific about the student's responsibility in terms of academic honesty (same basic policy that has been in place for years, but clarified to work with the software). The second change relates more to the students responsibility towards the wider institutional community, and states that students will not be allowed to put their work forward for final assessment if they have overdue library books or other library fines owing.

A small number of other policy changes, including policies on promiscuity (adopted to prevent a repeat of poor behaviour at a student camp), recognition of prior learning and other changes. A number of respondents noted that all policies were reviewed each year.

One non-case study organisation provided detailed information on an emerging over-riding policy approach called "student voice", that was currently under development. The project appears to consist of a range of measures to improve reciprocity between students and the organisation across all levels of policy and practice. The response is printed in full below.

> We have developed terms of reference for a Student Voice Project which will review all of the above. The purpose of the Student Voice Project is to develop, support and promote an institution-wide model/approach and commitment to Student Voice. The outcome of the project will be:
>
> - A Student Voice Policy and associated processes
>
> - A communication strategy and support materials for the implementation of the [organisation's] Student Voice Policy and associated processes
>
> - Staff and student development modules to promote and support the Student Voice Policy and associated processes
>
> - A tool or mechanism to monitor the success and outcomes of the Student Voice Policy and associated processes and to identify areas of excellence and areas for development.
>
> The scope of the Student Voice Project includes:
>
> - the review and implementation of a revised student representative programme across all faculties and directorates, including provision of training and support for students and staff
> - the review and implementation of a revised student complaints policy and processes including provision of training and support for students and staff
> - the review and development of ways in which students can initiate and provide feedback about issues and opportunities
> - the development of a co-ordinated approach cross campus to surveys, focus groups and other methods used to collect and collate data/feedback from students about their experiences and/or consult with students for example about projects, changes, initiatives
> - the development of clear lines of communication across campus and with students to ensure that student voice work is promoted, informed, and co-ordinated and that the outcomes of student voice work is communicated clearly to students and staff
> - the clarification of the role and responsibilities of all staff and of (the student association) and of access to independent support in relation to student voice.
>
> (survey response)

A final policy that is worth considering here is the Intellectual Property policy of one case study organisation. In most tertiary organisations with IP policies, the presumption is that the organisation maintains ownership of all products of work undertaken as a student or staff member of the organisation.

The main reasons for such policies are to maintain control over products for the purposes of supporting commercialisation.

> One of the case study organisations has reversed this, with the following 'open source' policy. The organisation:
>
> - has a preference for the open sharing of information, knowledge and resources
> - recognises that intellectual property (IP) is owned by the creator, unless there are specific agreements to the ownership of IP by others, and
> - wishes to foster the empowerment of individuals in their endeavours in a protective and/or promotional framework for individual creators associated with [the organisation]

Recent policy changes noted by organisations reflect a wide range of influences. The desire to become more inclusive and democratic is one such influence, but tighter control on student behaviour and the need to work more closely with students to ensure course completion are also important trends.

Class representation and course issues

The final topic in this section relates to teaching and learning as it occurs in the classroom. This is where many of the problems noted by students' associations take place, and where advocacy services are most likely to be engaged. Most of the information received for this section came from student interviews as part of case studies.

Student class representative schemes are common in many tertiary organisations, and where they are in place are viewed very positively by all groups. Some of the larger case study organisations noted an inconsistency between schools and faculties in setting up and using the class reps effectively. Class rep schemes are an efficient and effective way of promoting bottom-up democracy in tertiary organisations at virtually no cost.

For example, one case study organisation has monthly, paid (by the organisation), student council meetings where class reps and the students' association meet to discuss issues. This is an efficient way of developing and sharing information as class reps are able to take issues back to their classes.

One polytechnic case study recounts a process of significant progress over the period, from a situation where staff "played out an attitude of superiority" over students, to a much more reciprocal approach. Some of the strongest relationships, in this organisation and others, were said to be those between students and their tutors. While students were pleased with the move to more inclusive policies and practices, students' associations noted that student involvement remained undervalued. One advocate noted that this was a 'generational' issue that would change over time as a new culture became embedded in the organisation

However, there were two threats to a student voice in that organisation. One was described as "terrible problems of inconsistency", where huge progress had been made in some schools and not others, and the threat emerging from a funding shortfall in the organisation.

The student protest in this case study organisation occurred because decisions were made by the organisation outside the consultative process that was in place.

There had been a protest by students shortly before the case study was undertaken in relation to the axing of one particular course, which was seen to serve local industry but was expensive. In the end, the course was saved, which has put extra pressure on the organisation to save resources elsewhere. Another course, also quite unique and important, was however axed. (Case study: Provincial Polytechnic)

Ensuring student involvement at the class level provides the opportunity for organisations to engage effectively and reciprocally with students. This in turn may prevent student action against organisations. The case study above, of student protest, notably occurred when decisions were made outside of the consultative process that was in place.

Another smaller PTE had weekly 'assemblies' where all staff, class representatives and any interested students gather to discuss issues facing the organisation. When the organisation was informed that its programme for students over the age of 18 were to be cut in 2011, all 30 of these students attended the assemblies every week.

These students had been fully consulted and saw their role as supporting staff to keep the course continuing. Neither the students nor the organisation were able to influence the Government re-prioritising funding allocation for younger students at the expense of their older 18 – 25 year old second chance students.

When the researcher asked for students from that class for a focus group 16 students volunteered. The first question that asked was "Äre you from the Ministry, because we want you to keep our class going. It is the only adult class in this part of the country and we really value it. If it goes there will be nothing for over 18 year olds." (PTE Youth and second chance)

Funding and enrolment issues are likely to continue to dominate in tertiary organisations. The case study discussions with students reveal that they feel strongly that their voice should be heard in decision-making, and that including students at all levels can lead to better decisions, although as the case study above show, the final decisions may be beyond the control of their organisation.

Third Party agreements

Third party agreements are defined as agreements with an accreditation body, a professional body or other similar organisation in relation to the teaching, learning and assessment of particular courses. They may involve specific professional bodies, in teaching, nursing, medicine, law and engineering for example. On the other hand, organisations are increasingly seeking accreditation from national and international good practice organisations, especially in business studies and management.

In the area of apprenticeships and workplace learning, third party agreements may be with ITOs, trade organisations, modern apprenticeships and other sets of regulations. The NZQA may also be considered to be a third party, and has been the driver, in particular, of policy development within PTEs, so that even small organisations need a full range of policies in order to deliver courses.

It proved difficult to get any specific information on third party agreements. These are often, but not always, written contracts between the organisation and the other parties, and thus commercially sensitive.

In some organisations, third party agreements have a significant effect on the overall consistency of approach. In two case studies, the major cause of unevenness in implementing reciprocal approaches was stated to be a faculty which was strongly governed by a third party contract. Such contracts appear to at least partially protect schools or faculties against changes in the wider organisation, with the argument being used that such changes may breach the third party contract. This means that whole-of-organisation changes are complex, and unevenness in implementation is very likely to occur.

In law, a contract is usually between two parties, and the legal arena has specific ways of considering and working through contracts with a third party. The main point to be made here is that where the requirements of third parties and those of organisations meet, there is significant potential for difficulty.

During focus groups with students, it was noted that, at times, third party requirements were used as a tool to correct or discipline students, whether or not such a process was justified. In particular, teachers within faculties or schools, tended to use third party material selectively (and possibly not always accurately), to the detriment of students.

This is a delicate area and we are keen not to get into name-calling but one example can be provided. One student was told by her tutor that she was too fat and would not be allowed to register as a [practitioner of a specific profession]. That statement almost certainly breached the organisation's rules, and may or may not have been included in the registration rules of the third party. However, the mandate that the tutor felt she had to make this statement clearly came from her membership of a particular profession rather than as a member of the organisation's staff.

The most effective outcome would be where the organisation placed all its policies and codes into the contract with the third party providers, so that conflicts do not occur with students or with staff.

Good practice

This final section lists and reflects on elements of good practice gleaned from the stocktake, case studies and surveys. The question of what constitutes good practice in the relationship between organisations and students is not a simple one. Organisational goals for students, student characteristics and other factors necessarily affect the relationship. For example, one case study examined a tertiary organisation which enrolled young people who had no formal educational qualifications, and who may have dropped out of school years ago. The approach they used was described as a whānau relationship, but it was clearly hierarchical and based on strong rules and behavioural requirements. This was needed, the organisation noted, to provide structure to move the young people from a very poor future to one of qualifications for the labour market.

The balance between organisational sanctions and student empowerment is played out in every organisation. Many of the good practice case studies were based strongly on a move towards a more reciprocal approach, involving voice and empowerment for students, more involvement in policy processes and high quality practice relationships. Some go further, including as a strategic goal a reduction in organisational hierarchies to 'bridge the gap' between staff and students.

All organisations involved in such good practice approaches report unevenness in implementation, and a range of reasons for this are provided throughout this report. The implication of this is that the process of implementation of such policies is as important as the policies themselves. Simply having excellent written strategies is no guarantee of excellent practice.

Good practice comes from consistency – from having student codes and agreements that are strongly linked to a set of values which inform practice. Where there is inconsistency, difficulties are likely to emerge. The student demonstration noted in the last chapter came about because the principles and practices of consultation that had been put in place were not used to make the decision to close the courses.

Models of contract sign-up vary enormously, from quite authoritarian declarations (including one organisation that makes students sign up to current and *future* policies of the organisation) to much gentler forms. It was noted that there is probably good understanding within tertiary organisations that the declarations have little status within the law. On the other hand, a student's signature on a declaration provides organisations with a moral authority should a disciplinary matter arise.

There are a wide variety of student codes and contracts that serve a multiplicity of purposes. Some are simply collections of policies put together to inform students, others are mainly statements of values, others still focus on rights and responsibilities and some fulfil the purposes of a whole student handbook. It was not always clear from outside why codes and contracts were written in particular formats, and what role they played in the organisation. If there are to be explicit student codes or contracts, they should be underpinned by a clear purpose linked to the goals of the organisation.

Two international examples offered useful models. The UCL 'Card' reminds students of their basic rights and responsibilities in a simple, portable format. The University of Bristol's student agreement provides a precise statement of rights and responsibilities, also linked and integrated into relevant university policy

statements. There are also several New Zealand models that were considered as part of case studies, which offered a similar reciprocity and clear statement of relative rights and responsibilities. Good practice would see all institutions with a clearly written document of this kind. The key is that any expectations should not be overly onerous on either party (there needs to be a test of reasonableness).

A number of New Zealand tertiary organisations have moved toward good practice contracts or codes of this kind. Several were outlined in case studies. As well, one organisation responded to the survey with an outline of its 'Student Voice' policy, which aimed to improve the connectedness between student and tertiary organisation and foster reciprocal involvement in policies and practices. The goal of the project is to improve the effectiveness of the organisation and outcomes for learners.

The tertiary sector is diverse and encompasses an enormous range from PTEs working with youth and second chance education for young adults, to universities offering degrees and research-based postgraduate qualifications. There is little agreement either within organisations or between them over the philosophy that underpins learning and teaching. Indeed, it appears to vary very dramatically across subject areas and levels of the tertiary system. Rather than aiming for a one size approach that fits all, it is more important that organisations develop philosophies, teaching and learning approaches that meet the needs of their students.   It may be that Ako Aotearoa could undertake a study of the relationship between learning philosophy and student success, to try and make sense of this issue.

Third party agreements are widespread throughout the sector. They may bring with them particular requirements and learning styles, and these need to be negotiated within the organisational context. A good practice approach may be to make differences explicit and work through them.

A number of other trends are affecting the sector, and have implications for the organisation and student relationship. Tertiary funding is increasingly being linked to successful completions, and many organisations are looking to student learning contracts to manage this process. Such learning contracts may be reciprocal and may improve outcomes for both parties. On the other hand they can also act as a force to impel specific outcomes by students. If there is to be a strong movement to learning contracts in New Zealand, then it is important that students are involved from the beginning, and that the agreements are facilitative rather than relying on contractual compulsion.

There is a very wide range of codes, contracts and agreements in force in tertiary organisations in New Zealand. They reflect a system with a high degree of autonomy, with many organisations working through their basic policies and relationships from scratch. There is also a significant amount of borrowing between organisations, seen in the wording of many policies and contracts.

Appendix 1. List of organisations in stocktake.

PTEs	Universities	Polytechnics/ Wananga
Academy Business Training	Waikato University	Aoraki Polytechnic
Adventure Education Business	University of Auckland	Bay of Plenty Polytechnic
Adviserlink Limited	Canterbury University	WelTec
AMES I.T. Institute	Lincoln University	EIT Hawkes Bay
ATC Vision School	Massey University	Manukau Institute
Avonmore Tertiary Academy	Victoria University	Nelson Polytechnic
Awanuiarangi	Auckland Institute of Technology	North Tec
Best Pacific Institute of Education Limited	Otago University	Open Polytechnic
Bethlehem College		Otago Polytechnic
Business Management School Limited		Whitireia Polytech
Carey Baptist College		Southern_Tech
CCS Disability Action Waitaki Inc		Waiaraki Tech
Crown Institute		Waikato Institute of Tech
Ecoquest Education Foundation		Tai Poutini Polytechnic
Evolution School of Holistic Therapies		Tairawhiti Polytech
Faith Bible College		Telford Polytechnic
Good Shepherd College - Te Hepara Pai		Te_Wananga_o_Aotearoa
ICL Business School		Raukawa Wananga
Institute of Applied Learning		
International Aviation Academy		
International College of Camille		
Kapiti Skills Centre		
Laidlaw College		
Learning Post		
Life Leadership College Limited		
Media Design School		
Ministries School of Performing Arts		
NatColl		
National Flooring School		
Netcor Campus (NZ Education & Tourism)		
New Zealand Career College Limited		
New Zealand Film & Television School		
New Zealand Management Academies Ltd		
New Zealand Skydiving School Ltd		
New Zealand Welding School		
NZ College of Early Childhood Education		
NZ Institute of Management		
NZ Institute of Sport		
NZ School of Acupuncture & TCM		

NZ School of Dance		
NZPICS, Incorporated		
Outward Bound Trust of NZ		
Pacific Education Centre		
Peter Minturn Goldsmith Schol		
Quantum Learning NZ Ltd		
Queenstown Resort College		
Rangi Ruru Early Childhood		
Royal Business College		
Sir George Seymour College		
South Seas Film and Television School		
Stott's Correspondence College		
Taruna College		
Te Kura Toi Whakaari O Aotearoa:(NZ Drama school)		
The Learning Connexion Ltd		
The New Zealand College of Massage		
Travel Careers and Training Limited		
Vet Nurse Plus Limited		
Vineyard College		
Waikato Centre for Herbal Medicine Ltd		
Waikato School of Hairdressing Limited		
Wellington Catholic Education Centre		
Wellington College of Homeopathy Ltd		
Westport Deep Sea Fishing School		
Whitecliffe College of Arts and Design		
Youth Cultures & Community Trust (trading as Praxis)		
Ivy College of New Zealand		
Apollo Theatre School		
Aromaflex		
The Photo School		
St George Institute of Learning		
Auckland Traditional Boatbuilding School		
Taratahi Agricultural Training Centre		
Hungry Creek Art And Crafts School		
Ashton Warner Nanny Academy		
Devereux-Blum Training and Development		
First training limited		
Food Safety		
Taratahi Agricultural Training Centre		
Te Atatu Tu Tangata Academy		
Utilitech Training Centre		
VisionWest Community Trust		
Wai Ora Christian Community Trust		
Walsh Trust Training Service		

Appendix 2. Student agreement, Bristol Univ.

University of BRISTOL

Office of the University Secretary

Student Agreement

1. Introduction

a. This document sets out the terms and conditions that will form the basis of the relationship between you and us which starts when you accept our offer of a place on your Programme. This includes acceptance through UCAS or another agency where applicable. Your ability to take up your place may depend on meeting certain conditions.

b. To keep this document to a sensible length, we have to refer to other documents. They also form part of this agreement. In particular we refer you to:

   i. Our Rules and Regulations for Students, especially the regulations relating to student discipline, examination regulations, fees, exclusion on the grounds of health, safety and welfare, fitness to practise, research conduct and misconduct and the use of computer and library facilities.
   See www.bristol.ac.uk/secretary/studentrulesregs and the University Student Handbook;

   ii. Our data protection policies,
   see www.bristol.ac.uk/secretary/dataprotection;

   iii. Our intellectual property policy for students,
   see www.bristol.ac.uk/secretary/studentrulesregs/intelprop.html.

c. If you have secured a place in University accommodation, your right to that place is subject to your continued registration as a student at the University. The specific terms and conditions regarding the provision of accommodation and your payment of accommodation fees are subject to separate agreements.

2. We each agree that:

You can expect us to:	We expect you to:
Programme of study and learning environment	
■ provide you with the tuition and learning support associated with your Programme of study with reasonable care and skill.	■ take responsibility for your own learning, working in partnership with staff to become a self reliant, independent learner.
make reasonable efforts to deliver your Programme of study as described in the relevant prospectus for the appropriate academic year	not hinder the studies of others and pursue your studies diligently, contributing effectively to the Programme on which you are registered.
let you know as soon as possible if we need to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus.	attend formal teaching and learning events (lectures, seminars, tutorials, lab classes, etc.), associated with your Programme of study, subject to absence for medical or other agreed reasons.

You can expect us to:	We expect you to:
provide formal University policies, including regulations, codes of practice and guidelines, within which your Programme of study will be delivered. Such policies will be in alignment with UK-wide frameworks that set norms and standards for higher education qualifications.	familiarise yourself and comply with relevant University rules and regulations, including those relating to your Programme of study and the award for which you are registered.
make available appropriate infrastructure to support your learning, including teaching and learning space, library and ICT facilities.	make appropriate use of all the resources available, including staff, other students and library and ICT facilities, and comply with the General Regulations for the Library Services and Facilities and the Regulations for the Use of Computing Facilities.
provide clear information about your Programme and units, and about our expectations of what you need to achieve to complete your Programme successfully.	be aware of the information provided to you about the University and your Programme of study and know where to look for reference to detailed information and guidance, whether electronic or paper based.
return marked work in a timely manner and according to the guidance set out in the University's Code of Practice for Assessment, or equivalent.	complete and submit by the required deadlines any work to be assessed as part of your Programme of study, including any assignments, laboratory or project work related to individual units (unless extenuating circumstances for which you have provided evidence are agreed by the relevant tutor(s)).
encourage a professional and responsible learning environment in the subject in which, as a student, you are integrated and suitably support you, academically and pastorally.	play an effective part in the academic community in which you are based and respond to requests to give your opinion about your learning and other experiences at the University.
carry out regular monitoring of the quality of learning and teaching offered as part of your Programme of study.	contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.
Accountability and conduct	
in accordance with the procedures contained in the Student Complaints Procedure, Student Disciplinary Regulations and Examination Regulations: 1. allow you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you 2. operate a fair and transparent disciplinary procedure.	be aware of the Student Complaints Procedure, Student Disciplinary Regulations and Examination Regulations and the circumstances in which they may be used, taking account of deadlines by which representations have to be made and noting that, wherever possible, complaints are best resolved at school or faculty level.
give you the right to be represented in University Governance, usually through the Students' Union, and to encourage student representation on relevant University committees, boards and	when acting as a student representative on school, faculty or University committees, take care to consult fellow students and to represent their views accurately and in a balanced way.

You can expect us to:	We expect you to:
working groups.	
take reasonable care to keep your personal details secure at all times, irrespective of the medium in which they are stored, and to comply with our obligations under the Data Protection Act.	take reasonable care to ensure that the personal details the University holds about you, including your current term-time and home address (and personal email address if you do not regularly use your University email address) are accurate and updated as soon as they change, using Student Info online or by informing your faculty office. This will help us to contact you quickly as and when needed.
act in a non-discriminatory way and to comply with statutory national legislation such as the Disability Discrimination Act and other similar acts.	disclose any "unspent" criminal convictions and cautions including any "relevant offences" under the Safeguarding Vulnerable Groups Act 2006 when applying to us and during your studies. See www.bristol.ac.uk/secretary/legal/isa/offences.html for relevant offences. For some programmes, including, but not limited to, social work and medicine, you will also be required to disclose spent convictions.
make publicly available (and annually update if required), the tuition fee rates for all the programmes of study offered by the University.	make sure all tuition fees and other expenses relating to your Programme are paid in time and agree to be bound by our regulations on the payment of fees, refunds in the event of termination of your studies and the consequences of non-payment, see www.bristol.ac.uk/secretary/studentrulesregs/studentfees.html.
treat you with fairness, dignity and respect in accordance with the Equality and Diversity Policy.	comply with University rules and regulations regarding student behaviour and attendance.

3. Changes to your programme
a. We have the right to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme, provided such alterations are reasonable. We also have the right to withdraw Programmes before they have started.

b. We will make arrangements for you to complete your Programme if, for unforeseen circumstances, we need to discontinue it, or to combine it with others. Exceptionally, such arrangements might include enabling you to complete your Programme at another institution.

c. In the event of any discontinuance of or fundamental changes to your Programme we will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling us in writing. Where appropriate, we will refund any tuition fees and deposits you have paid, in accordance with the Student Fees Regulations.

4. Termination
a. The relationship between you and us will end:
   i. If you decide to leave the University; or
   ii. If a decision is taken to require you to withdraw in accordance with our disciplinary or fitness to practise procedures or after a decision of the faculty board under the Examination Regulations based on your academic performance; and/or
   iii. For non-payment of fees in accordance with the Student Fees Regulations.

b. We may terminate our relationship with you in writing with immediate effect if:

   i. You are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme; or

   ii. Between accepting an offer and starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or

   iii. We become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or

   iv. In our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; or

   v. Where your behaviour represents a significant risk to the health, safety or welfare of yourself or others as detailed in the Regulation for the Suspension of Studies or Exclusion on Grounds of Health, Safety or Welfare (see Policy on Student Mental Health).

c. If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your Programme. If, at the time of termination you have registered, we shall be entitled to require you to stop studying on your Programme and leave the University immediately.

d. On termination, you are required to return your student identification card, together with all property owned by us, to your faculty office. You must pay all outstanding fees immediately. Any contract you have for University accommodation will terminate in accordance with its terms.

e. Any action we take under the above provisions will not restrict our ability to take any other action against you that we have the right to take.

5. Liability

a. We will be liable to you for any direct loss or damage you suffer if we: (a) fail to carry out our obligations under this agreement to a reasonable standard; or (b) breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

   i. Your own fault;

   ii. The fault of a third party.

b. Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

c. We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

6. Intellectual Property

Subject to the provisions of our policy on intellectual property rights, we may be regarded as owning all intellectual property generated by you during your studies. The policy can be found at www.bristol.ac.uk/secretary/studentrulesregs/intelprop.html.

7. Distance Selling Regulations

For the purposes of the Consumer Protection (Distance Selling) Regulations 2000, if this contract has been made between us by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between you and us or our representative, or any visit to the University), once you have accepted the offer of a place on a programme you may cancel such acceptance by informing us in writing as soon as possible and normally within seven days after you have completed the registration process. Any fees paid to us under this agreement prior to cancellation will be refunded to you.

8. Data Protection
When you enter into the relationship with us, you are giving us the right to hold and process your personal data including some sensitive personal data. We will process your personal data in accordance with the Data Protection Act 1998 and our policies on data protection and data processing. We will share your data with third parties in accordance with our policy on data protection. We shall remain the data controller of your data. For full details of our policies see www.bristol.ac.uk/secretary/dataprotection/individ/students.html.

9. Notices
a. Any notice given under this agreement will be in writing. We will send any notice to either your term-time or your home address as appropriate. Service may also be by email, to your University email address. Notice to the University should be addressed to the Deputy Registrar (Education and Students) at Senate House.

b. Notice shall be properly served when delivered by hand or 48 hours after being posted if sent by pre-paid first class post or by email.

c. Please note your obligation to keep your contact details up to date.

10. General
a. If any provision of this agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

b. These terms and conditions and the documents referred to in this document override any other communication, document or representation made by us, either in writing or orally. These terms and conditions are the entire understanding between you and us about your Programme and replace any other undertakings or representations.

c. This agreement is personal to you; you are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party.

d. Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.

e. Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.

f. A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.

g. The relationship between us shall be governed by and in accordance with the laws of England and Wales and both parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Approved by Council 2 July 2010

Appendix 3. Two decisions from the OIA

Summary:
S appealed against marks awarded for three units in Year 2, on the grounds that the University did not implement her student support plan until Year 3 and thus failed to make reasonable adjustments for her disability. S had declared a disability in relation to a serious mental illness and cognitive difficulties linked to dyslexia at the outset of her course. Because of the complexity of S's condition it took a considerable time for an effective support plan to be developed. In Year 3, after a revised support plan had been put in place, S's performance improved, and professional staff involved confirmed that the revised plan had contributed to this improvement. The University rejected S's appeal on the grounds that it had acted reasonably in applying adjustments in Year 3 and could make no retrospective allowance for earlier work.

Reasons:
The OIA found that the delay in achieving an optimal support plan resulted from the complexity of S's condition, rather than from any failure on the part of the University or S. The OIA found, however, that the University had acted unreasonably in dismissing her appeal without considering retrospectively the effects of her disability in the light of further information which emerged about the effectiveness of various adjustments.

Recommendations:
- The OIA recommended that the University should review S's appeal, giving due consideration to whether it was possible to make allowances for any possible substantial disadvantage arising from limitations in the support provided at the time of the assessments concerned.
- The OIA made no recommendation about the outcome of the review, which was properly a matter of academic judgment.

The University reviewed S's appeal and decided that her marks should be raised.

S was a part-time student studying for an award of PhD. S's first supervisor, Professor A, left the University two years into S's research and her second supervisor, Professor B, became the lead supervisor. S was not allocated a new second supervisor. Four years later, the University carried out an audit of all research students and S was asked to attend a progress meeting with the Research Degree Committee ("RDC") to discuss her apparent lack of progress. At the meeting, S was advised that she was to be withdrawn from the course because she had not submitted any progress or annual reports during her time on the course as required under the University's regulations.

S appealed to the Vice Chancellor against the decision of the RDC on the basis of various mitigating circumstances including failure by the University to provide appropriate resources and ill health and family problems, all of which impeded her progress. S also stated that she had submitted her annual reports when the

University provided them to her to complete and that she had not had any supervision for four years. The Vice Chancellor rejected S's appeal.

S complained to the OIA that:
- Her annual reports had been submitted except that for the current year.
- S had not been warned of the time limits or given a deadline in which to submit the 10 month progress report prior to being withdrawn.
- The University had not provided S with a new second supervisor and Professor B had been unavailable for supervision.
- S was not provided with the necessary resources to undertake her studies, even though she made the University aware of her problems.
- The University failed to take into account of her mitigating circumstances.
- S had not been warned prior to the progress meeting that she was to be withdrawn and she considered that the outcome of the meeting had been predetermined.
- The minutes of the progress meeting were not an accurate reflection of the meeting.
- There was also a delay in sending a copy of the minutes to her.

The OIA found the complaint to be Partly Justified. The OIA was highly critical of the University's failure to ensure adequate supervisory arrangements were in place for S when Professor A left. Whilst the OIA accepted that the supervisory relationship was of a two way nature and it was satisfied that S should have contacted Professor B after Professor A had left the University, in the OIA's view the primary responsibility for perceiving and acting on a problem lay with Professor B. When Professor A left the University that role, as the University accepted, should have been assumed by Professor B.

The OIA noted that the University failed to provide any clarification of the roles and responsibilities of the student / supervisor relationship. The OIA also noted that there appeared to have been no supervisory framework as recommended in the QAA Code of Practice.

The OIA concluded that S appeared not to have received any supervision from Professor B nor was she reminded by him of the milestones that she was expected to meet in order to progress on the course. The OIA noted that the University admitted in its internal document that Professor B had never supervised the student. The OIA was critical that the University had failed to monitor, or addressed, S's lack of academic progress for four years.

The OIA noted that S had not been proactive in addressing her supervision and her lack of academic progress and it appeared that S was content to continue to re-enrol on the course and pay fees each year in spite of receiving no supervision and making no apparent academic progress. However, the OIA did not think it reasonable for the University to continue to allow S to re-enrol on the course each year in such circumstances as the University's regulations made it clear that at least once a year, the RDC needed to establish whether a candidate was actively engaged on the research programme and was maintaining regular and frequent contact with supervisors. The RDC was also required to consider reports from the supervisors on the candidate's progress and take appropriate action. This had not happened in S's case.

The OIA was not satisfied that the letter sent to S prior to the progress meeting notified her that she might be withdrawn. The OIA considered that given the seriousness of the potential outcome, S should have been made explicitly aware of the possible outcome of the meeting.

The OIA was also critical of the apparent lack of any written procedure governing the process by which the University may withdraw a postgraduate student due to lack of academic progress. The OIA upheld S's complaint that the University did not provide the minutes of the progress meeting in a timely manner which made it difficult for S to formulate her appeal.

The OIA noted that the University did not have a mitigating circumstance procedure for postgraduate research students. However, the OIA found that the University was entitled to find that the circumstances which S raised in her appeal did not adequately explain her lack of progress on the course.

Recommendations

- The University put in place mechanisms to ensure that where a change in the supervisory team is required, the student is notified in writing of the fact and of the steps taken by the University to facilitate the change.
- The University review its procedures for monitoring the progress of research degree students on at least an annual basis.
- The University review its mechanisms for providing feedback on a student's lack of academic progress and to ensure that all staff receive training to ensure that they are aware of their roles in that process. As part of the review, the University should consider providing clear written guidance in the Handbook and Regulations as to the process to be followed in the event that it becomes necessary to withdraw a student through the lack of academic progress.
- The University to offer to pay S the sum of £800 for compensation for the failings highlighted. In deciding this amount, the OIA took into account the fact that S was not sufficiently proactive in raising and resolving these issues.