

Learner Handbook

July 2021

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COASTGUARD BOATING EDUCATION

Vision

That boating will be a safe and pleasurable experience for all.

Mission

To be recognised as the prime supplier of boating education in New Zealand

Objectives

- To prevent boating related accidents, injuries and deaths
- To encourage participation in boating safety education courses and activities
- To embrace and implement new technology for delivery of education
- To maintain a structure that is financially strong with sustainable funding streams
- To maintain a leading role in the sector with dominant boating education market share
- To actively engage in relationships to build greater participation

Coastguard Boating Education provides:

- Boating education training pathways for both youth and adult students
- Face to face facilitated training as well as online support materials and resources
- Training courses throughout New Zealand
- Training that is focused primarily on the student

The key aims of Coastguard Boating Education are to:

- Provide high quality, pedagogically sound teaching and learning
- Use current research to inform teaching and learning
- Use innovative eLearning tools including web-based training in the delivery of courses
- Monitor student achievement through sound monitoring and self-assessment processes.

Coastguard Boating Education (CBE) is a Limited Liability Company entirely owned by, but constitutionally separate from, the Royal New Zealand Coastguard Inc., known as Coastguard New Zealand (CNZ).

Office Contact Details

Phone: 0800 40 80 90 (outside Auckland) or +64 9 361 4700 (within Auckland)

Office Hours: 8:00am-4:30pm Monday-Friday

Email: info@boatingeducation.org.nz

Web: www.boatingeducation.org.nz

Office: 165 Westhaven Drive, Westhaven, Auckland 1010

Postal: PO Box 91322 Victoria Street West, Auckland 1142, New Zealand

COURSES OFFERED

| COURSE NAMES | CLASSROOM STUDY | ONLINE STUDY | HOME STUDY | Unit standard (if applicable) |
|--|----------------------------|--------------|------------|-------------------------------|
| Day Skipper | Y | Y | | 26542 |
| *Boatmaster | Y | | Y | |
| Maritime VHF Radio Operator Certificate | Y | Y | | 19491 |
| *Maritime Restricted Radio Operator Certificate | Y | | Y | |
| Maritime Short-Range Operator Certificate | | | Y | |
| Bar Crossing | Practical on-water course | | | |
| *Radar | Y | | | |
| *GPS Operator | Y | | Y | |
| Coastal Medic | Y | | | 6400, 6401, 6402 |
| Offshore Medic | Y | | | |
| *Inboard Engine Maintenance | Y | | Y | |
| *Outboard Engine Maintenance | Y | | Y | |
| In Water Survival | Y | | | 29570 |
| Advanced Sea Survival | Y | | | |
| Club Safety Boat Operator – Yacht Club | Practical on- water course | | | |
| Club Safety Boat Operator- Rowing Club | Practical on- water course | | | |
| Sea Kayak | Y | | Y | |
| Surf Life Saving VHF | Y | | | |
| *Working Safely on Commercial Craft (CIDMO ONLY) | | | Y | |
| *Legal and MOSS (CIDMO ONLY) | | | Y | |

***CIDMO Modules- see below**

Coastguard Boating Education offers the New Zealand Certificate in Domestic Maritime Operations (CIDMO) (Level 4) Programme.

This 85 credit programme is approved by NZQA and is a pre-requisite for the Maritime New Zealand Skipper Restricted Limits Qualification.

For further information please see: www.boatingeducation.org.nz/commercial/ or contact the Head of Training.

CBE manages and administers the RYA Training Programme in New Zealand, incorporating the following courses and assessments:

| RYA TRAINING |
|--|
| Personal Water Craft- RYA |
| Power boating-RYA Powerboat level 1 Powerboat level2 Intermediate Powerboat Advanced Powerboat Tender Operator |
| Sail Cruising- RYA Start Yachting Competent Crew Day Skipper Practical Coastal Skipper Practical |
| Motor Cruising- RYA Helmsman's Day Skipper Practical Coastal Skipper Practical |
| RYA/MCA Yachtmaster Coastal Certificates of competence |
| RYA/MCA Yachtmaster Offshore Certificates of competence |
| RYA/MCA Yachtmaster Ocean Certificates of competence |
| International Certificate of Competence (ICC) |
| RYA Professional Practices and Responsibilities |
| RYA Cruising Instructor (Sail Cruising) |
| RYA Yachtmaster Instructor (Sail Cruising) |
| RYA Yachtmaster Instructor (Motor Cruising) |
| RYA Powerboat Instructor |
| ICC & CEVNI Test |

COASTGUARD BOATING EDUCATION STAFF

| TITLE | NAME | PHONE | EMAIL |
|--------------------------------|------------------|-------------|---|
| General Manager | Kirstin Brown | 09 361 4708 | kirstin.brown@boatingeducation.org.nz |
| Head of Training | Jason Rowledge | 09 3614711 | jason.rowledge@boatingeducation.org.nz |
| Course Development Manager | Stuart Birnie | 09 3614709 | coursemanager@boatingeducation.org.nz |
| Assessment Administrator | Sarah Pengelly | 09 361 4712 | sarah.pengelly@boatingeducation.org.nz |
| Accounts Administrator | Nishika Fernando | | accounts@boatineducation.org.nz |
| Office Administrator Education | Pending | 09 361 4700 | info@boatingeducation.org.nz |
| Safe Boating Project Manager | Sarah Psaila | 09 361 4706 | safeboating@boatingeducation.org.nz |
| National Course Coordinator | Tracye Mossman | 09 3614702 | tracye.mossman@boating.education.org.nz |
| Maritime Educator | Ross Winterburn | 09 361 4705 | ross.winterburn@boatingeducation.org.nz |
| Course Administrator | Pending | 09 361 4710 | courses@boatingeducation.org.nz |

Enrolment Procedures

Enrolment generally occurs online via the CBE website.

Alternatively, enrolment can be made by phone (0800 40 80 90) or in writing by downloading or requesting a hard copy of the enrolment form.

Part of the enrolment process is acceptance and acknowledgement of CBE's Terms, Conditions and Refund policy, and Student Acknowledgement terms and conditions all included in the Student Handbook.

All courses are open-entry with no conditions or prerequisites unless otherwise noted.

CIDMO students should consult with the programme mentor (Head of Training) to ensure that they follow an appropriate learning pathway.

Programme/Course Requirements

Course content, admission, residency, nationality and/or language requirements for courses or certificates of competency are detailed on the applicable course page.

In a very few cases, some certificates of competence are only able to be issued to citizens of some countries. For example, see the following information pertaining to ICCs (International Certificates of Competence):

<http://www.boatingeducation.org.nz/courses/42/international-certificate-of-competence-icc/>

The structure and sequence of material covered and format of the assessment is course-specific. Summary information is made available via the CBE website in the prospectus listed for each course, with detailed information available on request.

Student Support

CIDMO Students will be assigned a programme mentor/tutor who will support you to achieve the course learning outcome.

Online or Home Study students have access to a distance learning tutor.

If you require any other assistance, please use our 0800 40 80 90 number to contact our head office for tutor additional support or advice.

Tutors provide student support, and CBE office staff (the Head of Training, Course Development Manager, Assessment Administrator and Maritime Educator) provide support to students on request.

Distance Learning students are provided with specific, assigned support tutors.

Selected courses have Unit Standards aligned to them, for which students can opt to receive credits. In these cases, a small additional administrative fee applies.

Assessment results are recorded and reported by the Assessment Administrator with individual certificates, credits and qualifications (if applicable) sent/uploaded to students directly upon completion.

Course Duration

The specific course or programme format will dictate the pace of study and time to completion.

After this time, if the student has not completed the course, the enrolment is recorded as “expired”.

One time extension may be provided on request on a case by case basis, due to exceptional circumstances or some unforeseen event beyond the control of the student.

Students who enrol on to the CIDMO (NZ Certificate in Domestic Maritime Operations) will agree an Individual Learning Plan with their assigned Programme Mentor.

Payment of Fees

Course, programme, tuition and assessment fees are subject to annual review and adjustment by the CBE Board. Fees are subject to change.

All current fees are listed on the CBE website (www.boatingeducation.org.nz) and are available on request.

Academic Fraud

CBE expects that all work submitted for assessment and verification is the students' own work. Students will be asked to declare all of the work submitted is their own.

Cheating or plagiarism is not tolerated by CBE and CBE has a formal process to investigate and take action, if there is cause to suspect cheating or plagiarism.

Appeal an Assessment Decision

If you do not agree with the assessor's decision, please seek clarification from the Course Development Manager. If you are still dissatisfied with the explanation of your grade, you are able to make an application to appeal the assessment decision. You will need to supply some form of evidence to support your case to the CBE Head of Training, use the Appeal of Assessment Form.

Student Progress

If you have chosen to study online or via home study, you can have regular contact with your tutor or programme mentor. You will receive verbal/ written feedback as and when appropriate.

Student Withdrawal and Refunds

If a student chooses to withdraw from a course, they are entitled to a refund in accordance with CBE's refund policy. See policy in appendix.

Please complete and return the Request for Refund Form (instructions under the Forms section of this handbook).

Complaints

If you feel you have grounds for a complaint related to the programme, programme delivery, course, tutors, or other CBE staff, please notify us immediately so that we may address the matter and work with you to resolve your complaint.

In the event that this occurs, please contact the Course Development Manager or Head of Training or General Manager, or request a Complaint Form (instructions below), fill it out and send it in.

We will follow up and respond as soon as we can.

Forms

As a student, you have the right to request and receive the following forms if needed:

- Assessment Appeal Form
- Refund Request Form
- Complaint Form

These are all available on request to info@boatingeducation.org.nz or by phone, call 09 361 4700

Rights and Responsibilities

Student Rights and Responsibilities

1. The basic rights of students are that:
 - Students are provided with learning material at a level that is appropriate to their course of study.
 - Students receive competent and effective teaching from adequately qualified, competent and culturally sensitive tutors
 - Programme objectives are developed with the principal aim of reaching the required standard of maritime competence.
 - Respect is given to each student's dignity, rights, individuality and cultural background.
 - Students receive accurate information about all key aspects of a course, including learning outcomes, assessment procedures, a list of text books and material that students are expected to obtain, and any requirements related to the Health and Safety Act.
 - Students have reasonable access to their Tutor and course venue services.
2. The basic responsibilities of students are to:
 - Abide by the course venue regulations governing student conduct and academic procedures.
 - Make the most of the opportunities offered to them while attending the course.
 - Respect the rights and privacy of others.
 - Avoid all forms of harassment towards others.
 - Have due respect for the physical resources of the course (buildings, vessels and equipment)
 - Abide by all appropriate CBE assessment regulations.

Tutor Rights and Responsibilities

1. The basic responsibility of the tutor/provider is to:
 - Provide the student with boating education in accordance with the students' rights (above)
 - Provide students with adequate information regarding withdrawal & refunds, disciplinary and complaint procedures
2. The basic rights of the tutor/provider are for:
 - Students to abide by the 'student responsibilities' (above)

CBE RESPONSIBILITIES

1. CBE is committed to assisting students achieve their goals in regards to programme and course completion. To this end, CBE has put into place a support network to help throughout the student's programmes or courses.
2. CBE shall act as an independent arbiter in the event of a complaint by either a student or tutor. Any complaint or appeal received by CBE shall be treated as an important and confidential matter and investigated promptly.
3. As a general rule, verbal complaints may be responded to verbally but written complaints will always to be responded to in writing. It is preferable that complaints and appeals be made in writing to avoid errors of fact.

Coastguard Boating Education Terms & Conditions

- Deliveries to locations outside New Zealand are subject to additional postal charges
- Payment terms are credit card (NZD) only
- A street address is required for courier delivery
- All prices include GST unless otherwise stated
- All prices are subject to change without notice
- We aim to dispatch goods same-day but all will be dispatched within a maximum of five working days

Privacy & Security

The payment information provided as part of the payment process is used for the purposes of fulfilling the order only. CBE does not store your credit card number, as it is processed directly by our payment processor (DPS) and bank.

To keep you informed we will hold your contact details on file. Please advise us if you do not wish to receive further information from us.

Dispute resolution

Please contact us if you have any queries or complaints relating to your order.

Phone: 0800 40 80 90 (outside Auckland) or 09 361 4700 (within Auckland)

Email: info@boatingeducation.org.nz

Student Acknowledgement Conditions (Policy 5.4)

Purpose: The policy provides frameworks for ensuring students are aware of the conditions under which they have enrolled

Scope: All Coastguard Boating Education enrolled students

STUDENT ACKNOWLEDGEMENT CONDITIONS

1. The purpose of the Student Acknowledgement Conditions is to ensure that:
 - (a) you (the student) understand and accept the terms of business of Coastguard Boating Education (CBE) refund policy and;
 - (b) you agree to provide the necessary information about yourself and your student fees.
2. By your acceptance of the Student Acknowledgement Conditions you are agreeing that:
 - (a) You understand that if you withdraw from a course after having enrolled, or if CBE cancels or closes a course (a Course Closure Event), refunds are made in accordance with the current CBE Refund Policy. This includes a provision whereby it will be the trustee's duty to ensure the correct amounts of any refunds (if there are any), are distributed out in accordance with the Deed and the New Zealand Qualifications Authority Policy.
 - (b) You understand that your personal information about yourself will be given to, and retained by CBE, The New Zealand Qualifications Authority and your Student Fee

Protection trustee(Walker Wayland Auckland Limited).

3. Please read the Student Acknowledgement Conditions carefully before enrolling.

STUDENT ACKNOWLEDGEMENT

1. I, the enrolling student, declare that I am enrolling as a Student with Coastguard Boating Education (CBE). I understand that after acceptance I cannot withdraw this authorization to Coastguard Boating Education or the Student Fee Protection Trustee. I acknowledge and agree that:
 - (a) if a Course Closure Event occurs and I transfer to an Alternative Provider with the approval of the Qualifications Authority, any amount agreed by me, up to the Entitled Student Amount attributable to me will be transferred from the Trust Fund to that Alternative Provider;
 - (b) if a Course Closure Event occurs and I owe money to a Loan Provider in respect of that Course, the Trustee is authorised to repay the Tuition Fees portion of the Entitled Student Amount attributable to me, less any amount transferred to an Alternate Provider, directly to that Loan Provider to the extent required to settle the amount due to the Loan Provider;
 - (c) subject to 2(b) above, if a Course Closure Event occurs and the Trustee refunds any amount directly to me, the Trustee will refund the Entitled Student Amount attributable to me by way of direct credit to my bank account or cheque posted to my last known postal address notified to that Trustee;
 - (d) if another party is entitled to receive any refund of the Entitled Student Amount attributable to me, I will provide the Trustee with the contact details of that party (as required by paragraph 4 below) to which the refund should be sent;
 - (e) personal information about me and information about my Student Fees may be supplied by the CBE to the Qualifications Authority, Auditor or the Trustee and by the Trustee or Auditor to the Qualification Authority;
 - (f) after the payments contemplated in (a), (b), (c) and (d) above have been made, the trusts on which the Trustee was holding the Trust Fund will have been discharged;
 - (g) any interest earned on the Trust Fund prior to payment under(a), (b) (c) or (d) above will vest in and be payable to the CBE for its own benefit, and I will have no claim to such interest;
 - (h) I am 18 years of age or older and/or where I am under 18 years of age my Parent/Guardian has accepted these terms on my behalf.
2. Capitalised terms used in this agreement shall have the meaning as defined in the Student Fee Protection Static Trust Deed (the "Deed") between the PTE (Coastguard Boating Education) and the Trustee, a copy of which is available upon request.

Appendices

| | |
|--|-------|
| 1. Assessment Resit Policy | Pg 12 |
| 2. Withdrawals, Refunds and Transfers Policy | Pg 13 |
| 3. Disciplinary Procedures | Pg 17 |
| 4. Distance Learning | Pg 18 |
| 5. Course Work Expectations | Pg 19 |
| 6. Complaints Policy | Pg 20 |

Appendix One

Policy 4.11 Assessment Resit Policy: CBE courses

Purpose: To describe the resit process for retaking CBE assessments

Scope: Students and administrative staff

Procedure: When a student fails to achieve the minimum set pass-grade;

- The student is offered the opportunity to re-sit, this may consist of a part or whole re-sit, depending on the assessment/course.
- An application for a re-sit must be received within 6 months of the original result being advised.
- Where the student elects to proceed a re-sit application form is to be supplied, with accompanying re-sit fee.
- Depending on the particular assessment type, either an assessment paper is sent, or otherwise arranged with an appropriate assessor.
- A re-assessment must be completed and returned within 2 months of being sent out.

Appendix Two

Policy 4.13 Withdrawals, refunds, and transfers

Purpose: Circumstances under which students will receive a refund from Coastguard Boating Education.

Scope: All enrolled students in a Coastguard Boating Education course.

Procedure: Refunds can be requested by completing the Refund Request form in accordance with the following policy:

1. Student Enrolment, Fees and Payment

- 1.1. All students/course attendees must be enrolled with Coastguard Boating Education (CBE) prior to the start of the course.
- 1.2. Enrolment fees/course fees are as per the current CBE fee schedule, and are subject to change without notice.
- 1.3. Enrolment/course fees are payable in full prior to the start of the course.
- 1.4. CBE has in-place an NZQA-approved student fee protection mechanism to protect fees received from all enrolled students. The maximum liability for all fees paid is held in a static trust account. The trustee's contact details are Walker Wayland Auckland Limited, Level 7, 53 Fort St. Auckland, Tel. (09) 968 4440

2. Cancellations, withdrawals and refunds

- 2.1. Coastguard Boating Education (CBE) reserves the right to reschedule, postpone and/or cancel courses without prior notice, although all efforts are made, and all alternatives exhausted to avoid this.
- 2.2. All tutored courses require a minimum of six attendees (unless otherwise specified). If enrolments fail to reach the minimum number of attendees five days prior to the start of the course the General Manager (GM) will be informed and will make a decision in the best interests of CBE. IF the course is cancelled, CBE will contact all enrolled students and offer the following alternatives:
 - To transfer to any other course of your choice, including distance learning courses with applicable part-refund or payment due. The offer of one-on-one tuition (if available). Additional costs may apply.
 - A full refund.

3. Classroom Option

3.1. If a student withdraws after enrolment:

- 3.1.1. If a cancellation is received by CBE more than two weeks prior to the commencement of a course, all fees, less 10% and the \$5 online booking charge, if applicable, will be refunded.
- 3.1.2. If a cancellation is received by CBE less than two weeks but more than five days prior to the commencement of a course, all fees, less 20% and the online booking charge if applicable, will be refunded.
- 3.1.3. If a cancellation is received less than five days prior to the commencement of a course, all fees, less 50% and the online booking charge if applicable, will be refunded.
- 3.1.4. If a student withdraws after the commencement of a course, no fees will be refunded (except in exceptional circumstances).

3.2. Incomplete Classroom Course: Unable to complete course on course dates after commencement of course

3.2.1. If a student is unable to complete the course, they become an open candidate and may request to finish the course at a later date but no longer than 6 months after the original course date.

3.2.2. All applications to complete are considered on a case by case basis.

4. Online Course Refund:

4.1. There is no refund of the course fee for an online course (except in extenuating circumstances which is at the discretion of the GM)

4.2. A \$25 administration fee will be incurred if a student transfers from online to a homestudy course.

5. Home Study Course Refund:

5.1. There is no refund of the course fee for a Home Study course (except in extenuating circumstances which is at the discretion of the GM)

5.2. A \$25 administration fee will be incurred if a student transfers from home study to an online course.

6. Distance Learning (Online or Home Study) to Classroom Transfer:

6.1. If a student would like to transfer from a distance learning option to a classroom course, they will pay the balance between the classroom option and the distance learning option.

6.2. If the course was a homestudy option, and the student elects to transfer to a classroom option, they keep the resource pack and take it to the class.

6.3. If the course was an online option, the pack will be ordered and sent to the tutor as per regular classroom procedure. The student will pay the difference between the online course and the classroom course.

7. Classroom to Distance (Online or Home Study) Transfer:

7.1. If a classroom course is cancelled and a student elects to move to a distance learning option, the difference between the classroom and distance learning course costs are refunded.

7.2. If the student elects to transfer from a classroom course there is no automatic refund. This is on a case by case basis.

Appendix Three

Policy 4.3 Student Admission and Enrolment – Disciplinary Procedures

Purpose: The policy provides a framework for the regulation of student behaviour that maintains the reputation and quality of courses at Coastguard Boating Education and assists individual student achievement and development.

Scope: Students involved in matters of misconduct including:

- improper interference with the proper functioning or activities of Coastguard Boating Education, or those who study at Coastguard Boating Education, or action that otherwise damages Coastguard Boating Education.

Procedure:

- Seek to resolve any disciplinary matter informally.
- Conduct a formal investigation if the matter cannot be resolved informally.
- Identify an appropriate course of action needed to rectify the situation.
- Communicate course of action to all parties involved.
- Record in the Register of Disciplinary Actions.
- Entries into the Register of Disciplinary Actions shall be reported to the Board by the General Manager.
- Allow right of appeal.
- If appealed:
 - Inform General Manager of incident and proposed penalties.
 - Provide opportunity for the student to address the General Manager
 - Ratify or amend recommended action.
 - Confirm in writing decision and/or penalty with the student.
 - Record the decision in the Register of Disciplinary Actions.

Appendix Four

Policy 4.4 Course Administration – Distance Learning

- Purpose:** To ensure Coastguard Boating Education provides relevant and timely information to distance learning students
- To verify students' eligibility to study with Coastguard Boating Education
- Scope:** Prospective and current students, and all staff involved in admission and/or enrolment and student support.
- Procedure:**
- Ensure programme and course requirements are clearly published and readily available to prospective and current students
 - Provide clear and helpful pre-entry information and advice to allow students to apply for a programme appropriate to their needs, interests and academic qualifications and potential.
 - Ensure students are aware of courses required to complete a programme of study, and that they are able to access requirements to successfully complete the course/qualification.
 - Learner enrolls on course, completes enrolment form/details, accepts CBE terms and conditions and student acknowledgement. Payment of applicable fees
 - Learner is entered into the Student Management System (e.g. Moodle, or CBE Database)
 - Resources are dispatched/logins supplied as applicable
 - CBE maintains student records regarding application, admission, enrolment, learning progress and qualification completion within the relevant Coastguard Boating Education database
 - Learning support offered by distance support tutor
 - Progress is monitored and follow-up communications conducted by support tutor
 - Assessment completed (where applicable) or learner requests assessment (where applicable)
 - Marks entered and certificate issued (where grade has been attained)
 - Resit options offered where grade has not been attained
 - Where a learner, due to reason beyond their control, may need to exceed 15 weeks to complete the course an extension of no more than 8 weeks is available upon prior request and CBE approval
 - Where a learner exceeds the maximum time limit of 15 weeks an additional assessment fee may be waived (depending on the circumstances and with CBE approval).

Appendix Five

Policy 5.3 Course Work Expectations

Purpose: The policy provides a framework for ensuring course work requirements are outlined to students prior to the delivery of any course or programme of study.

Scope: All Coastguard Boating Education Training Facilitators and students

Procedure:

- Prepare course outlines for all Coastguard Boating Education courses, including expected learning outcomes, an overview of course content and context, recommended learning resources and assessment requirements – (CBE Website, brochures and manuals)
- Provide students with course outlines at the beginning of each course – (Tutors)
- Provide students at the beginning of each course details of assessment requirements including:
 - What is required
 - When it is required
 - Criteria to be used for assessment of submitted work
 - Expected timeframe for return of assessment and marks/grades
- Refer to other relevant policies where misconduct arises:
 - Disciplinary procedures
 - Course Work Misconduct
- CBE expects that all work submitted for assessment and verification is the learners own work.
 - Learners will be asked to declare all of the work submitted is their own.
 - Any cheating or plagiarism is not tolerated by CBE and CBE has a formal process to investigate and take action against a learner, if there is cause to suspect cheating or plagiarism.

Appendix Six

Policy 6.2 Complaints

Purpose: This policy is to ensure that Coastguard Boating Education has effective policies and procedures that are accessible, appropriate and fair for resolving student complaints.

Scope: Students, staff, tutors, assessors, examination candidates.

Procedure: If a student feels they have grounds for complaint related to a programme, programme delivery, course, tutors, or other CBE staff, they should notify CBE immediately so that the matter may be addressed.

Complaints are considered to be an opportunity for improvement. It is usual for conflicts and disagreements to be resolved by communication between the parties involved. If the complaint is unable to be resolved in the first instance, then the Complaints Procedure should be followed.

Definitions

- **Complaint:** an expression of dislike, unhappiness or anger about a situation or event that has taken or is about to take place.
- **Facilitator:** a person not involved as a party to the complaint.
- **Complainant:** person making the complaint.
- **Complaine:** person who the complaint is being made about.

Information

- a copy of the complaints procedure is kept in the policy document, in the CBE Student Handbook, and the Moodle Tutor Resource.

1. Making a Complaint

- 1.1 In the first instance you should indicate to the complaine that you have some concerns about the situation. If the issue cannot be resolved at this point you have the right to lodge a complaint (see below).
- 1.2 If lodging the complaint in writing or via email, contact the Course Development or General Manager by using the *Complaint Form 6.2.1*
- 1.3 If lodging via telephone or in person, the person receiving the complaint must record the nature of the complaint at the time and read this back to the complainant. The complainant must provide full contact details at the time.
- 1.4 Complaints are held open for 12 months after lodgement and complainant will be advised of this.

2. Minimising Complaints

Complaints can often be avoided by providing opportunities for people to be heard.

Opportunities for this include:

- 2.1 Interested parties to take responsibility and informally help the upset people to respectfully communicate, informing the appropriate people about any issues.
- 2.2 Discussion at Education Team meetings.
- 2.3 All staff/tutors taking responsibility for picking up on negative comments and dealing with these in a way that encourages dialogue and resolution.

3. Time Frames

All complaints must be responded to as follows:

- 3.1 Acknowledge receipt of complaint in writing to Complainant and to Complainee within 5 working days of receipt of complaint.
- 3.2 A suggested process for resolution and possible facilitators should be notified to both the Complainant and Complainee within 10 working days of receipt of complaint.
- 3.3 A process for resolution and facilitator would be negotiated (or notified) to the Complainant and Complainee within one calendar month of receipt of complaint
- 3.4 Any paperwork is to be kept for 12 months from the date of initial complaint if no resolution, or 6 months from the date of resolution.
- 3.5 In instances where resolving the complaint might require the disciplining of an employee, employment law and the individual's employment contract will prevail.

4. Confidentiality

Confidentiality will be observed in the following ways:

- 4.1 Both the Complainant and the Complainee will be informed of people within the organisation who will be involved.
- 4.2 People involved within CBE are not permitted to discuss identifying details with anyone not involved.

5. Rights and Responsibilities of the Complainant

- 5.1 To be informed of and involved in the process.
- 5.2 To have the complaint acknowledged and followed up.
- 5.3 To negotiate a process and facilitator.
- 5.4 To have a support person involved.
- 5.5 To have complaint treated as confidential.
- 5.6 To have outcomes and recommendations in writing.

6. Rights and Responsibilities of the Complainee:

- 6.1 Be informed of the allegations in writing.
- 6.2 To be informed of and involved in the process.
- 6.3 To negotiate a process and facilitator.
- 6.4 To have a support person involved.
- 6.5 To have the complaint treated as confidential.
- 6.6 To have a fair hearing.
- 6.7 To have outcomes and recommendations in writing.

7. Outcome and recommendations:

The facilitator will present the report to the General Manager, or if the GM is the subject the complaint it will be presented to the Chairperson of the Board.

The GM and /or Chairperson will consider the recommendations and enact appropriate action to rectify the situation.