

4. INTERNATIONAL STUDENT POLICIES

A. INTERNATIONAL STUDENT POLICY (GUIDELINES)

Rationale

Enrolling International Students at James Hargest College helps to meet the aspirations of our school Mission and Vision Statements and the New Zealand Curriculum, in the following ways:

James Hargest College Mission and Vision

‘To foster all round development.’

‘Hargest aspires to encourage and nurture understanding of other cultures and perspectives, through personal contact and friendships with students from a range of different countries. Our goal is for all students to become global citizens, ready to embrace a diverse and connected modern world.’

‘To equip all our students to create the best possible future for themselves and their world.’

New Zealand Curriculum Principles

- **Inclusion:** all students’ identities, cultures, languages and talents are recognised and affirmed.
- **Community engagement:** all students experience a curriculum that makes connections with their lives and engages the support of their families and communities.
- **Future focus:** the curriculum encourages students to look to the future by exploring such significant future-focused issues as sustainability, citizenship, enterprise and globalisation.
- **Cultural diversity:** the curriculum reflects New Zealand’s cultural diversity and values the histories and traditions of all its peoples.

New Zealand Curriculum Values

- **Diversity** in our different cultures and languages.
- **Equity** through fairness and social justice.
- **Community and participation** for the common good.
- **Respect for themselves**, others and human rights.

New Zealand Curriculum Key Competencies

- **Relating to others:** listening and interacting with others to gain an increased appreciation of other cultures.
- **Participating and contributing:** have a sense of belonging and the confidence in the classroom and the wider life of the school.
- **Using languages, symbols and text:** realising all languages have worth and are linked to cultural identity.
- **Thinking:** asking questions and evaluating responses.
- **Managing self:** developing maturity, independence and initiative.

Financial Surplus

- Surplus funding from International student tuition fees is invested back into the school in order to benefit domestic student educational quality.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 1 of 19

Procedures

- **Code of Practice for the Pastoral Care of International Students:** (2016, including 2019 amendments).
- James Hargest College will ensure the intent of the 'code' is adhered to, monitored and reviewed annually in order to provide our International Students with a quality educational experience.
- Leadership and Management of the programme is provided by the Principal, a delegated Director of International Students and staff with specified delegated duties.
- Operation of the programme is supported with adequate resourcing.
- An International Student Staff Committee supports the Director in operational matters.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 2 of 19

B. FEES PROTECTION POLICY

The school will ensure that its fee protection mechanisms and accounting procedures provide the following safeguards:

1. The school will ensure that funds from International Students paid in advance are accounted for in such a way that individual student balances are clearly identified and monitored.
2. The school will ensure that generally accepted accounting procedures are applied to International Student fees paid in advance.
3. The school will ensure that only those staff with appropriate authority will have access to International Student funds paid in advance.
4. The school will ensure that all International fees paid in advance shall be paid into the school's operating account or other account authorised by the Principal.
5. The school will transfer fees paid in advance to revenues at appropriate intervals during the period of enrolment for each student.
6. The school will ensure that it has sufficient funds available to meet any remaining International Student fees paid in advance liability at any time.
7. The school will ensure that the operation of this fee protection policy is audited as part of the school's audit procedure.
8. James Hargest College Board of Trustees guarantees to keep sufficient funds in reserve in a separate tagged investment account to establish a refund of the unspent portion of fees, should the school be unable to continue the course.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 3 of 19

C. INTERNATIONAL STUDENT REFUND POLICY

Request for a refund of International Student fees

1. The school will consider all requests for a refund of International Student fees. Requests should be made in writing to the school as soon as possible after the circumstances leading to a request.
2. A request for a refund should provide the following information to the school:
 - a) The name of the student
 - b) The circumstances of the request
 - c) The amount of refund requested
 - d) The name of the person requesting the refund
 - e) The name of the person who paid the fees
 - f) The bank account details to receive any eligible refund, including address of bank and swift code where relevant – should get a verbal verification of a bank account number
 - g) Any relevant supporting documentation such as receipts or invoice

Non-refundable fees

3. The school is unable to refund some fees. The following fees relate to expenses that the school may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a) **Administration Fee:** Administration fees meet the cost of processing an International Student application. Administration fees exist whether an application is accepted or not or whether or not a student remains enrolled after an application is accepted.
 - b) **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation. Costs incurred for arranging homestay accommodation for the Student before the refund request, cannot be refunded.
 - d) **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e) **Portion of Unused Tuition Fees:** The school may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the school and may vary.

Request for a refund for failure to obtain a study visa or for reasons relating to Covid-19

4.
 - a) If the Student fails to obtain an appropriate study visa, a refund of International Student tuition fees will be provided, less any Administration Fee that has been paid.
 - b) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid-19, the school will provide a refund of fees, less the Administration Fee.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 4 of 19

Requests for a refund for voluntary withdrawal from enrolment – Withdrawal before enrolment

- 5. a) If the Student voluntarily withdraws more than three weeks before the start date of their enrolment, a refund of International Student fees will be provided less any relevant non-refundable fees set out in this policy.
- b) If the Student voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of International Student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.

Requests for a refund for voluntary withdrawal from enrolment – Withdrawal after enrolment

- 6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten week notice period will begin the day after the date on which the school receives written notice of the student’s intention to withdraw.

Requests for a refund for enrolment of one term or less

- 7. Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student’s enrolment, any unused portion of International Student fees will not be refunded.

Requests for a refund where the school fails to provide a course, ceases as a signatory or ceases to be a provider

- 8. If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an International education provider, the school will negotiate with the Student or their family to either:
 - a) Refund the unused portion of International Student tuition fees or other fees paid for services not delivered, or
 - b) Transfer the amount of any eligible refund to another provider, or
 - c) Make other arrangements agreed to by the student or their family and the school.

Requests for a refund where the Student’s enrolment is ended by the school

- 9. In the event the Student’s enrolment is ended by the school for a breach of the Contract of Enrolment, the school will consider a request for a refund less:
 - a) Any non-refundable fees set out in this policy
 - b) A minimum of ten weeks tuition fees from the date of termination
 - c) Any other reasonable costs that the school has incurred in ending the Student’s enrolment

Requests for a refund where the Student changes to a domestic student during the period of enrolment

- 10. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student’s domestic student status.

Requests for a refund where a student voluntarily requests to transfer to another signatory

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 5 of 19

11. If the Student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks of tuition fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

Request for a refund of homestay fees

12. If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

13. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

Requests for a refund of fees unused at the end of enrolment

14. Except by written request from the Student or their parent or legal guardian, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

Outstanding activity fees or other fees owed to the school

15. Any activity or other fees incurred by the Student during enrolment and owed to the school at the time of withdrawal, will be deducted from any eligible refund.

Refunds to be made to the country of receipt

16. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Rights of families after a decision regarding a refund has been made by the school

17. A decision by the school relating to a request for a refund of International Student fees will be provided to the Student or their parent or legal guardian in writing and will set out the following information:

- a) Factors considered when making the refund decision
- b) The total amount to be refunded
- c) Details of non-refundable fees

18. In the event the Student or their parent or legal guardian is dissatisfied with a refund decision by the school or are dissatisfied with the process the school followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 6 of 19

D. DISCIPLINARY POLICY

1. The following is the school's current disciplinary policy for dealing with breaches of the Enrolment Agreement. This is not intended to restrict the school's general power of discipline and this policy may be changed from time to time at the discretion of the school.

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not call for any formal response other than a warning, the school will try, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the school will investigate and decide the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the school has determined that a breach has occurred, the school will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The student will have an opportunity to provide a response to the alleged breach that the school is investigating (**the Allegation**) and any proposed disciplinary action that the school is considering taking (**the Proposed Action**).
6. This policy does not limit the school's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the school's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the school is conducting a disciplinary process involving the Student it will aim to provide the Student with the following:
 - a) A written summary of the Allegation or the Proposed Action;
 - b) An opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the student;
 - c) An opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (keeping in mind the seriousness of the Allegation or the Proposed Action) before giving a response;
 - d) An opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable keeping in mind the seriousness of the Allegation or Proposed Action;
 - e) An opportunity to have an independent support person of this or her choice present at any meeting relating to the disciplinary process;
 - f) An opportunity to meet with that support person in private at any stage during the disciplinary process;
 - g) An opportunity to have a translator present (or otherwise enable the student to participate in the process in his or her own language) during any meeting or process if the school or the Student considers that a language barrier means that a translator is required; and

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 7 of 19

- h) A copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

9. Then the school learns of any incident or any other thing that may be a breach of the Agreement or might otherwise require a disciplinary response, the school will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.
10. Where appropriate, keeping in mind the seriousness of the Allegation, the student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The school will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the school makes a decision about the Allegation it will inform the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If the school determines that a breach of the Agreement has occurred, it will inform the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.
13. Where appropriate, keeping in mind the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the student. The school will receive this response and give it genuine consideration before deciding the disciplinary action to be taken.
14. When the school decides the disciplinary action that it will take in response to the breach, it will inform the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been informed of the decision.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 8 of 19

E. ACCOMMODATION POLICY

Rationale

International Students are enrolled at James Hargest College only if appropriate accommodation is available to them, either by living with parents, through the school's homestay programme, with an approved designated caregiver or in an approved boarding house.

James Hargest College undertakes to comply with the accommodation provisions set out in Outcome 6 of the Ministry of Education Code of Practice 2016 including 2019 amendment for the Pastoral Care of International Students and the Education and Training Act 2020.

Objective

1. To provide a suitable living environment conducive to study and to a safe and supportive home life.
2. To involve the residential caregiver in the welfare of a student living away from his / her family and home country.
3. To assist the Student to successfully integrate into the New Zealand lifestyle.
4. To ensure the overseas parents' peace of mind knowing that the student is well cared for, supported by the school and happy in New Zealand.

Guidelines

1. If students are not living with their parents, they must either be in a homestay provided by James Hargest College and monitored by the school or in an approved homestay designated by the student's parents or in an approved boarding house.
2. If the parents have designated a homestay outside of the school's programme, the parents must sign the Indemnity Form which confirms the people chosen are bona fide relatives or chosen family friends.
3. For students in the school homestay programme, homestay payments are made by the school to the homestay family in advance at the beginning of each fortnight.
4. Students are not permitted to own or rent a flat/room/house/apartment or live on their own, without the express permission of the school.
5. If there are problems in a particular homestay, the student must first discuss the situation with the homestay co-ordinator or Director of International Students.
6. Should the problems persist, the homestay co-ordinator may arrange for a change of homestay.
7. Students must not make their own private homestay arrangements without the approval of the Director of International students.
8. Students are required to exhibit appropriate behaviour.
9. All homestay families in the school's homestay programme shall meet the Ministry of Education's mandatory Code of Practice requirements.
10. Special care shall be taken with all students under the age of eighteen years in accordance with the Ministry of Education's mandatory requirements.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 9 of 19

11. Where a student's behaviour or demands are such that homestay hosts cannot reasonably be expected to have the student continue in their care, homestay service may be discontinued. This may be initiated by the homestay parents or the International Director.
12. Where the homestay student wishes to withdraw from the programme, at least two weeks notice must be given in writing to the Director of International Students.
13. For each student, the accommodation provider's full name, current address, contact phone number, occupation and relationship to the student will be held on file.

It would be helpful if families were:

- Culturally aware and accepting.
- Tolerant, understanding and interested in other cultures.
- Patient and kind.
- Aware of homesickness, emotional, cultural and spiritual needs.
- Able to set time aside to discuss issues and anxieties.
- Able to deal with conflict and behavioural issues.
- Flexible, non-judgemental, open minded and sensitive.

Homestay

There are robust procedures to assess prospective residential caregivers (homestay families) to determine whether they have the skills, experience and facilities to meet the needs of our International Students. They include:

- Initial information to prospective residential caregivers
- Completed Homestay family application form
- Referee checks
- Police vetting (everyone 18 year or older in the household). Once assessed, records will be destroyed.
- Home visits/Accommodation assessment Interviews.
- Either placement of International Students or decline application.
- Ongoing monitoring and contact with residential caregiver.
- Each student will be interviewed quarterly to ensure their accommodation is suitable, more often if the student is under 14, new or unsettled in the homestay.
- All residential accommodation will be visited twice yearly.
- Homestay siblings should not be left in charge of International Students under 14, for long periods, unless with the express permission of the school.

Responsibilities of Residential Care

- Provide a physically and emotionally safe home.
- Provide a warm, well-appointed bedroom with all furniture and study facilities.
- Provide transport to and from school.
- Provide three meals a day and access to snacks.
- Do all laundry, except dry-cleaning.
- Assist with the settling-in process.
- Assist with homework providing resources where appropriate and possible.
- Support students with their learning.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 10 of 19

- Attend parent/teacher interviews where possible.
- Provide support for your student when medical issues arise and see that they seek professional advice.
- Inform the school immediately when there is any kind of emergency.
- Inform the school when your student is absent from school.
- Bring to the immediate attention of the school any truancy or suspected truancy.
- Contact the school with any concerns, issues, grievances, misconduct.
- Contact the school if the student is homesick or depressed.
- Support and encourage your student to play sports and become involved in cultural activities.
- Include your student in any family occasions.
- Work with the school in the best interests of the student.
- Inform the school of any changes in the composition of your household, health, address or any criminal charges.
- Notify the school if there are any changes or additions to the household.

Designated Caregivers

- Parents of each student living with a Designated Caregiver are required to sign an indemnity document stating that the Designated Caregiver is a relative or close family friend and that the parents have selected the accommodation for their child, subject to James Hargest College approving the accommodation.
- On or before enrolment, James Hargest College will meet and establish communication with the designated caregiver.
- The relationship between the Designated Caregiver and student’s parents will be checked to confirm that they are a bona fide relative or parent’s friend.

Boarding Establishments – although no currently applicable to JHC

- The boarding establishment will be checked to see that local government bylaws are being observed.
- The sustainability of the resident manager and employees of the boarding establishment will be checked.
- Risks to safety of students will be monitored and managed.

Responsibilities of James Hargest College

- Provide an excerpt from the Code of Practice for the pastoral care of International Students, Outcome 5 – Safety and Wellbeing.
- Provide a Homestay Family booklet that outlines best practice.
- Have systems in place for orientation of the student.
- Pay the residential caregiver \$520.00 per fortnight in advance.
- Provide support and guidance when necessary.
- Deal with any grievances / disputes in a professional and sensitive manner via consultation and negotiation.
- Keep residential caregiver details private.
- Keep in regular contact with all residential caregivers. Visits can be expected bi-annually. If there are concerns there will be follow up visits.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 11 of 19

- Provide a list of other residential caregivers to form a support network.
- Provide details of any health problems of students placed in the residential caregiver's care.
- Ensure the student has medical / travel insurance.
- Monitor and survey students individually and regularly.
- James Hargest College will have written Residential Caregiver Agreement with all homestays.
- James Hargest College will have written Homestay Accommodation Agreements or Designated Caregiver Agreements with the students and families.
- Contact information for the Residential Caregiver may be shared with the School's host parent community for the purposes of communicating with other host parents and will not be passed on to any other parties or used for any other purpose without written agreement from the Host Parent/s as per the signed Residential Caregiver Agreement.

Designated Persons Responsible for Homestay Accommodation

- Director of International Students / More serious matters: Ms L Buchanan
- Homestay co-ordinator / Day-to-day matters: Mrs K Hodson

Resolving Difficulties

Where difficulties arise in residential care, the school will liaise with residential caregivers, contracted Agents, students and parents as appropriate to resolve such difficulties.

Reporting of Serious Concerns

James Hargest College will report any serious concerns relating to accommodation to the Administrator of the Code of Practice.

Dealing with Emergencies

- Should there be an emergency e.g. serious illness / accident, then the parents / agent and insurance company will be contacted by James Hargest College.
- An up-to-date list of all home contact numbers is easily accessible.

Temporary Accommodation

- All temporary accommodation will be in homestays.
- All temporary caregivers will be screened following the same procedures as long term homestays.
- A databank of temporary caregivers will be held with the homestay co-ordinators.

Group Students

- All group students hosted by James Hargest College will be placed in Residential Care with a Homestay family. This will ensure an appropriate level of supervision.
- The screening procedure for group students' homestays will be the same as for long term student homestays.

OR Stay in rented accommodation with the groups Supervisors/Chaperones, pending approval from the International Director.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 12 of 19



F. INTERNATIONAL STUDENT MEDICAL AND TRAVEL INSURANCE POLICY

Rationale

To ensure the safety and wellbeing of students studying at James Hargest College.

To ensure compliance and the Ministry of Education's Code of Practice for the Pastoral Care of International Students.

Requirements

- All International Students including members of a short term group enrolling at James Hargest College will have appropriate and current medical and travel insurance.
- Students/parents will be informed of the requirements on promotional material.
- Pre-existing conditions must be declared on their enrolment form and may not be covered. In some circumstances, providing a medical declaration is submitted, cover can be arranged.
- The requirements for insurance will also be on the Pro forma invoice and charged on the original invoice.
- It is the strong preference of the school that insurance be organised by James Hargest College unless schemes are approved from well established Agents. When this is the case, the Agent should provide details, in English, prior to departure of the student, for verification by the International Student Director. We will endeavour to establish that:
 - The insurer is a reputable and established company with substantial experience in the Travel Insurance business,
 - The Insurer is able to provide emergency 24-hour, seven day per week cover,
 - The Student has purchased the cover for the duration of the student visa. The certificate and policy wording must also detail medical sums insured, repatriation benefits etc.
- A copy of the policy will be kept on file at James Hargest College.
- A copy of the insurance policy organised by James Hargest College will be sent to the Student.
- Where a group/individual is not in possession of an appropriate and current medical and travel insurance policy James Hargest College undertakes to:
 - Advise the group/individual of the medical and travel insurance requirement.
 - Provide the group/individual with a default policy which meets the requirements of the Code of Practice Guidelines. The cost of the insurance will be met by the group/individual.
- Details of insurance policies are kept in the student's file. For each student, the name of the insurer and policy number start and end dates will be documented.
- The Kamar database is established to flag a student whose policies are about to expire.
- The International Administrator is responsible for ensuring all insurance is arranged in advance and renewed prior to the expiry date, apart from insurance taken out by the agent.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 13 of 19

G. INTERNATIONAL STUDENT DRIVING POLICY

Students may not own or drive a car while attending James Hargest College.

- However, they can get a driver's licence if they get written permission from their natural parents and;
- Permission has been granted by the Principal if he is satisfied with the request and;
- The Student has lessons from a registered driving school in New Zealand and;
- Students must be 16 ½ years and;
- A defensive driving course has been undertaken prior to getting a full licence.

A New Zealand licence is the only type of licence considered appropriate for Hargest students.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 14 of 19

H. MANAGING RECRUITMENT AGENCIES/AGENTS POLICY

PURPOSE

The purpose is to provide clear and consistent guidance for relationships between the school and education agencies. This policy should be read in conjunction with the Agency Agreement, and the Education (Pastoral Care of International Students) Code of Practice 2016 (including 2019 amendments).

MANAGING RECRUITMENT AGENCIES

Contracts

The school will sign agreements with all education agencies who recruit students for the school.

Reference Checks

The school will enter into working relationships with reputable agencies, once a reference check has been carried out and all supporting documentation has been submitted by the agency, i.e. an Agency Application Form, and other supporting documentation the school deems necessary. Results of reference checks will be recorded by International Administrator.

Ethical Conduct

New Zealand is a signatory to the Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (To be known as the London Statement of Principles) and operates under the Education (Pastoral Care of International students) Code of Practice 2016 with 2019 amendment. Recruitment agencies will be informed about, and will comply with, the requirements of the Code and the London Statement of Principles.

Action for Breach

Where agencies are found to contravene the Code and/or the London Statement of Principles, the school will apply the appropriate sanctions as detailed in the Agency Agreement.

Commissions

The school will pay commission to the agency as set out in the Agency Agreement. The commission rate will be 15% of tuition fees and the school reserves the right to make other commission or incentive arrangements with selected agencies by special negotiation.

The school will generally pay commissions to contracted agencies upon receipt of an invoice. Commission payments will be made within 4 weeks after the student has commenced at the school and is subject to the tuition fee being received by the school.

The school may elect to make special arrangements with trusted agencies to allow the agency to withhold commissions from tuition payments due to the school. Such arrangements are at the sole discretion of the school and no commissions should be withheld by an agency without prior agreement to the school.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 15 of 19

Where a student does not see out the entire period of their enrolment at the school, the commission paid in advance will be deducted from the refund.

The school will have no obligation to pay commission fees to any agency with whom the school does not have a signed Agency Agreement.

AGENCY MONITORING AND REVIEW

The school will review the conduct and performance of its agencies as part of an annual self-review. The school will collect and record appropriate evidence of agency reviews.

Reporting

The staff member in charge of international education will report directly to the school Principal on the performance of the school’s contracted agencies and report any breaches of the Code that may lead to the termination of an agency contract.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 16 of 19

I. GROUP STUDENTS POLICY

RATIONALE

James Hargest College has developed a Group Student Policy:

- To ensure the safety, well-being of the students and the quality of academic and social education of all groups of International Students studying at James Hargest College.
- To ensure compliance with the Ministry of Educations Code of Practice for the Pastoral Care of International Students (2016) (The Code of Practice).

Verification

- Ensure there is a signed Agreement with the Organising Agent.

James Hargest Policies and Procedures relating to the Code of Practice for International Students will also apply to group students.

- Prior to enrolment / commitment, group students will be provided with:
 - Costs of tuition and other costs, e.g. accommodation
 - Tuition and rules agreement
 - Refund policy
 - Information of facilities, equipment, staffing
 - Information on courses/trips
 - Medical and travel insurance requirements
 - Accommodation options / availability

Prior to enrolment/s an application will be completed for each student giving full contact details and any special health, learning and other needs.

- All students in the group or their parent/legal guardian, if they are under 18, will complete and sign an application form and Contract of Enrolment. The Contract of Enrolment will include details for the hand over of care at the end of enrolment at James Hargest College.
- A formal Memorandum of Understanding must also be signed by James Hargest College and the group, containing details of the activities, programme and outlining the responsibilities of each party of the group and the handover date.
- 24 hour emergency contact details will be given to each group member upon arrival.
- The staff associated with the group will be informed of their responsibilities.
- The Director will ensure all payments have been received by the deadline. Should all reasonable steps be taken to obtain payment and it has not been forthcoming then the group will be terminated.
- **Medical and Travel Insurance**
 - All group students are required to have appropriate Medical and Travel Insurance as specified in The Code of Practice.
 - James Hargest College shall advise all prospective groups about Medical and Travel Insurance requirements in the standard wording in the Promotional Material and with the Offer of Place

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 17 of 19

letter. A copy(ies) of the school's Insurance policy will be sent to the group organiser together with a policy recommended by the school.

- Pre-existing conditions must be declared.
- Groups purchasing insurance through a New Zealand insurer should purchase insurance cover at the time of fee payment and before they travel to study at James Hargest College.
- Where insurance is provided from a New Zealand company, policy details should be provided in the group's first language where possible.
- In the case of **overseas policy** providers, students must provide James Hargest College with the policy details in English at least one month before the students travel to James Hargest College.
- Where a group is not in possession of an appropriate and current medical and travel insurance policy, James Hargest College undertakes to provide the group with a default policy which meets the requirements of the Code of Practice Guidelines, the cost being met by the group.
- Group students will be provided with an orientation package and will undertake a familiarisation programme, appropriate to their tour and duration of stay.
- Upon arrival, all passports, visas and insurance will be sighted, checked, photocopied and filed.
- Group students will have access to information and advice as and when required.
- Group students have access to the school pastoral care and International Student support networks.
- Group students will be informed how to access proper and fair procedures for dealing with grievances.
- An appropriate staff/student ratio will be ensured at all times. This will take into account the age of the student, their language ability and the activity being carried out.
- Group students should have support in the form of a tour guide / teacher from their country or origin with the ratio 1 : 15. The guides / teachers should be competent in both languages. At least one supervisor should be accessible 24 hours a day for emergency contact.
- An appropriate ratio of Hargest staff will be provided for any activities depending on the risk factors, e.g. student age / activity as per our own Outdoor Education policies. Should the activity involve specific outdoor activities such as water sports, the group will be accompanied by a suitably skilled staff member(s) or professional(s) in accordance with the school's Education Outside the Classroom (EOTC) policy.
- Support staff from James Hargest College should be aware of the visiting culture and will endeavour to have at least one staff member who has knowledge of the students' first language.
- For each tour group, Hargest staff will have clearly delegated responsibilities, e.g. Overseer/Director, homestay arrangements, trips, academic programme, orientation, etc.
- All provisions of the code relating to homestays will be complied with.
- Students under 14 will have 24 hour a day supervision.
- Emergency Procedures:
 - Should an **emergency** situation arise, the senior Hargest staff member will be responsible for all actions taken and will follow the procedures laid down in our Crisis Incident Response Plan.
- When the tour ends each tour member will be asked to complete an exit survey.
- All monetary matters will be overseen by the Director of International Students e.g. homestay payments, wages, accounts.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 18 of 19

J. MANAGING GRIEVANCES POLICY

DEFINITIONS

Grievance means:

An approach to the school by or on behalf of a student that expresses dissatisfaction or unhappiness with some element of the student's enrolment at the school. Grievances may relate to pastoral care, accommodation, the education programme or any other element of the student's enrolment. Grievances can be made formally or informally and are dealt with through the school's internal grievance procedures.

Complaint means:

A formal approach to the Code Administrator where a student is unable to access a school's internal grievance process or is dissatisfied with the outcome of that process.

PURPOSE

This policy makes clear factors that will be considered to ensure a proper and fair process is in place to resolve grievances by students or their families.

This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 (The Code).

RATIONALE

If we comply with Outcomes 1-8 of the Code, maintain positive relationships with our students, provide excellent pastoral care and work towards resolving minor issues before they become too big, most student grievances can be settled before a complaint is laid.

In order to ensure that grievances are dealt with fairly and effectively, we must have clear and robust processes in place.

MANAGING GRIEVANCES

The school will ensure that its procedures for dealing with grievances will include the following:

1. A clearly communicated internal process for International Students, their parents, or other parties to raise a grievance and have it resolved.
2. Clearly defined internal procedures which the school follows to resolve grievances from International Students, their parents, or other parties.
3. An undertaking to deal with all grievances in a fair and reasonable manner with the intent of resolving concerns effectively and within a reasonable timeframe.
4. A clearly communicated complaints process for students, parents or other parties to follow in the event a student is not satisfied with the outcome from a grievance.
5. An undertaking that the school will comply with all aspects of the Code and Disputes Resolution Scheme rules.

Date Last Reviewed:	Date Circulated: 15/04/2021	Date for next Review: 15/04/2024
Updated by: J Howley	Approved by:	Page: 19 of 19