

AVONDALE COLLEGE

INTERNATIONAL

DEPARTMENT POLICIES



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INTERNATIONAL DEPARTMENT POLICIES



THESE POLICIES HAVE BEEN APPROVED BY THE BOARD OF TRUSTEES:

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THESE POLICIES HAVE BEEN REVIEWED BY:

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REVIEW DATE:

September 2020

INTERNATIONAL DEPARTMENT

INTERNATIONAL STUDENT POLICY



RATIONALE

This policy outlines the school's purpose and benefits for the enrolment of fee-paying international students. By enrolling international students, the school aims to promote internationalization, providing opportunities for students and staff from different cultures to work alongside each other in teaching and learning, providing different perspectives in order to develop each individual's understanding of other cultures. Our goal is for all our students to become connected global citizens, ready to live and work in the diverse and connected modern world.

PURPOSE

- To develop cultural understanding and insight in our students to enable them to become global citizens
- To foster international cooperation and relationships now and in the future
- To enable exchanges of benefit to language learners, and other learning and co-curricular areas such as history, geography, social studies, economics, sports, cultural activities, etcetera
- To provide the school with additional funds to enhance quality teaching and learning

GUIDELINES

1. Avondale College will be compliant with all aspects of the Education (Pastoral Care of International Students) Code of Practice, 2016.
2. International Students will be enrolled at Avondale College under a Contract of Enrolment in accordance with Section 2 of the Education Act 1989.
3. Appropriate staff and resources will be allocated by the school for the recruitment, administration and pastoral care requirements of international students.
4. There will be clear procedures in place which relate to this policy.

INTERNATIONAL DEPARTMENT 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
 - 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 exists whether an application is accepted or not or whether 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. **ACCOMMODATION SUPPORT FEE:** Accommodation Support fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student prior to 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

- 4a. 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.
- 4b. 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 full refund of fees.

INTERNATIONAL DEPARTMENT REFUND POLICY



REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL FROM ENROLMENT - WITHDRAWAL BEFORE ENROLMENT

- 5a. 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.
- 5b. If the student voluntarily withdraws three weeks or less before the start 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 weeks tuition fees and any other relevant non-refundable fees as outlined in this policy. The minimum 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

INTERNATIONAL DEPARTMENT REFUND POLICY



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

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 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 date 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.

INTERNATIONAL DEPARTMENT REFUND POLICY



REFUND PROCESSING FEE

17. All refunds made via bank transfer will incur a NZD\$150.00 refund processing fee. The refund processing fee will be removed from the total refund amount, prior to Avondale College making the refund payment into the bank account nominated by the student or their parents or legal guardian.

RIGHTS OF FAMILIES AFTER A DECISION REGARDING A REFUND HAS BEEN MADE BY THE SCHOOL

18. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family in writing and will set out the following information:
- Factors considered when making the refund decision
 - The total amount to be refunded
 - Details of non-refundable fees
19. In the event the Student or their parent or legal guardian is dissatisfied with a refund decision made 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.

INTERNATIONAL DEPARTMENT FEES PROTECTION POLICY



PURPOSE

This fees protection policy makes clear factors that will be considered to ensure that international student fees paid in advance are protected and can be made available in accordance with the school's refund policy. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016.

FEES PROTECTION

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 authorized 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 procedures.

REVIEW

The school will review procedures relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's fees protection policy.

INTERNATIONAL DEPARTMENT STAFF TRAVEL POLICY



PURPOSE

This staff travel policy makes clear factors that will be considered in the planning and execution of overseas trips undertaken by school staff for the purpose of conducting business related to the International Student Programme. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and other relevant legislation.

RATIONALE

The school has developed a Staff Travel Policy:

- To ensure that school staff who travel overseas on international student business are kept safe and their health and wellbeing is protected and;
- To ensure that financial safeguards are in place and that there is transparency and accountability for the use of school resources when staff undertake international travel.

OBJECTIVES AND PLANNING

1. All trips undertaken for international student recruitment will lead to the achievement of the international programme strategic objectives as set out in the school's strategic and marketing plans.
2. International Department travel must have approval from the principal. Where the principal is also travelling, the principal's travel must be approved by the Board of Trustees.
3. International travel will be planned sufficiently in advance to ensure appropriate safety measures are in place and that cost savings on flights and accommodation are maximised.
4. At the conclusion of the international travel, the staff member will provide a written report to the International Director detailing the successful outcomes from the travel, a summary of expenses incurred and details of any incidents or risks posed to the staff member.

USE OF SCHOOL FUNDS

5. School funds used during international travel will be used only for legitimate international student recruitment business on behalf of the school. Where International travel for the college, will include personal or business commitments, these must be disclosed in the application to the Principal before travel takes place.
6. Prior to any travel being undertaken, the school will make arrangements for funds to be made available to the staff member travelling for any travel expenses which cannot be paid in advance. Such funds will be sufficient that the staff member is not required to use their own funds or credit card for expenses relating to the business of the trip.
7. Any personal expenses incurred during the trip, such as tourism activities or personal travel before or after business is undertaken or for personal items, will be funded by the staff member from their own funds.
8. Receipts must be kept wherever possible for expenses incurred by the travelling staff member. Where it is not possible to obtain a receipt, records of such expenses will be kept.

INTERNATIONAL DEPARTMENT STAFF TRAVEL POLICY



AIRFARES

9. For international flights of less than 13 hours including transfers, the staff member will book economy flights, unless prior agreement is provided by the principal for alternative class airfares.
10. For international flights between 13 and 20 hours including transfers, the staff member may book premier economy flights or equivalent, unless prior agreement is provided by the Director of International for alternative class airfares.

ACCOMMODATION

11. In selecting accommodation, school staff will consider the following factors:
 - a. Accommodation will be of a sufficient standard to promote an appropriate image of the school, in particular, where the staff member may meet with prospective families, students or agents.
 - b. Accommodation will be in an area of the town or city where the health, wellbeing and safety of the staff is protected.
 - c. Accommodation costs vary in different cities and countries and this will be taken into consideration when booking accommodation. A higher budget amount for accommodation may be required for travel in more expensive countries and cities.
 - d. If the staff member will participate in fairs or other activities with staff from other schools, for convenience, staff may elect to stay at the same hotel and this may incur higher cost.
 - e. In planning travel, the staff member will seek the most competitive rates for flights, accommodation, car hire and other services.

HEALTH AND SAFETY

12. The staff member planning travel should undertake a risk assessment that includes a review of <https://safetravel.govt.nz/> to ensure that the intended destination(s) are safe to visit. The staff member will provide the risk assessment to the principal prior to granting approval for the travel.
13. The College will arrange appropriate and reasonably priced medical and travel insurance for staff travelling for the school. Where the staff member travelling has a pre-existing medical condition they may apply to the school for additional insurance cover.

Where the staff member may have pre-existing medical conditions to the extent they are unable to obtain appropriate medical insurance cover, the principal will not approve travel.

The principal has the discretion to approve financial or other assistance to staff of the International Department that encounter difficulties (such as a crisis, loss of a passport or travel documents) while they are overseas on school business.

14. Staff undertaking international travel on behalf of the school will register with the New Zealand Government Travel Safe website prior to departure.
15. The Director of International will ensure that where the person travelling is responsible for the day-to-day operation of the International Department, the school will provide appropriate cover in their absence to ensure the safety and wellbeing of students, and to release the travelling staff member from those duties.

INTERNATIONAL DEPARTMENT STAFF TRAVEL POLICY



16. The Director of International will ensure that where the person travelling is scheduled to hold the 24/7 phone during the period of travel, another staff member will be allocated to perform this duty.

REVIEW

The school will review this policy and related procedures as part the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The Director of International will report directly to the school Principal on the operation of the school's travel policy.

INTERNATIONAL DEPARTMENT MANAGING AGENTS POLICY



PURPOSE

This policy 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.

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 staff.

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. 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 generally 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.

INTERNATIONAL DEPARTMENT MANAGING AGENTS POLICY



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 from the school.

Where a student does not see out the entire period of their enrolment at the school, the school may, on a case by case basis, decide whether or not to request a refund of all or any part of any commission fees paid to an agency.

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 a part 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.

INTERNATIONAL DEPARTMENT MANAGING GROUPS POLICY



PURPOSE

This policy outlines factors that will be considered when managing supervised groups enrolling at the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

RATIONALE

Avondale College has developed a Supervised-Groups Policy:

- To ensure that students enrolling at the school as part of a group are properly supervised
- To ensure the safety and well-being of the students and the quality of academic and social education of all International Students studying at the school.
- To ensure compliance with the Education (Pastoral Care of International Students) Code of Practice 2016. (The Code)

A SUPERVISED GROUP IS CONSIDERED TO BE

Six or more international students travelling together in New Zealand under the supervision of a person or organization other than Avondale College, and enrolling at Avondale College as international students for periods up to three months.

POLICY OBJECTIVES

1. To promote international understanding and enhance internationalisation at Avondale College
2. To ensure the safety and wellbeing of all supervised-group students that enrol at Avondale College
3. To consider the particular needs of students enrolling as part of supervised groups and ensure the administration and pastoral care provided for supervised-group students meet the requirements of the Code.

ENROLMENT OF SUPERVISED GROUP STUDENTS

Avondale College will enrol supervised-group students on the ENROL system as per Ministry of Education Guidelines for groups to ensure that these students are recorded as international students.

USE OF EDUCATION AGENTS

The Operations Manager will ensure that we do not accept any supervised-group students through an education agent without first following our policy and procedures for the management of education agents, including having a signed and current Agency Agreement with the education agent.

INTERNATIONAL DEPARTMENT MANAGING GROUPS POLICY



In order to ensure that Avondale College and an education agent understand and meet their duty-of-care for the students, the Operations Manager will draft, and ensure that both parties sign, a memorandum of understanding for each supervised-group. The memorandum of understanding will provide details of the group including, expected number, ages and genders of students, arrangements for group supervision and accommodation, agreed pricing schedules, important timelines, program requirements and the roles and responsibilities of both parties.

ACCOMMODATION FOR SUPERVISED-GROUP STUDENTS

Avondale College will ensure that supervised-group students stay in appropriate accommodation as defined in the Code.

Appropriate accommodation may be:

- Residential caregiver. This includes school homestays
- Staying with students' parents or legal guardians

If an accommodation agent is involved in the placement of supervised-group students in accommodation on behalf of Avondale College, we will have an Agency Agreement with that accommodation agent.

INSURANCE FOR SUPERVISED GROUP STUDENTS

IMPORTANT NOTE

The Code requires that all students enrolled with a signatory for 2 weeks duration or longer must have appropriate insurance cover. In order to better fulfil our duty-of-care for all international students enrolled at Avondale College, this policy requires all international students to have appropriate insurance cover including those who enrol at the school for less than two weeks.

Avondale College will therefore ensure that all supervised-group students have appropriate insurance for the duration of their enrolment, and if practicable, for the duration of their time in New Zealand including travel between their home country and New Zealand. Insurance policies, whether arranged by the school or the student or their family, will be deemed to be appropriate if they provide cover for:

- medical expenses to the value of NZ\$1,000 000 to unlimited
- repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
- death of the student, including cover of—
 - travel costs of family members to and from New Zealand; and
 - costs of repatriation or expatriation of the body; and
 - funeral expenses

INTERNATIONAL DEPARTMENT MANAGING GROUPS POLICY



GROUP SUPERVISION

Avondale College will ensure that groups enrolling at the school have proper supervision. The number of supervisors and the type of supervision for a group will be negotiated and detailed in the memorandum of understanding. Factors in deciding proper supervision will include:

- The number of students
- The ages and genders of the students
- The duration of the visit
- The levels of students' English language proficiency
- The activities that the students will be involved in

If Education Outside the Classroom (EOTC) activities are undertaken, the school's EOTC guidelines will determine appropriate supervision ratios and other safety measures put in place for these activities.

ORIENTATION

Supervised-group students will be provided with an orientation on arrival as per the school orientation procedures.

VISAS

The school will ensure that all students enrolling as part of a supervised group will have the appropriate visa to study at Avondale College.

INTERNATIONAL DEPARTMENT ACCOMMODATION POLICY



PURPOSE

This accommodation policy outlines factors that will be considered when managing accommodation for international students enrolled at the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

RATIONALE

The school undertakes to comply with the accommodation provisions set out in Education (Pastoral Care of International Students) Code of Practice 2016 (The Code).

POLICY OBJECTIVES

1. To provide a suitable living environment conducive to study and a safe and supportive home life
2. To involve residential caregivers in the welfare of the student
3. To assist the student to successfully integrate into New Zealand life
4. To ensuring the student is well cared for and supported by the school

APPROVED ACCOMMODATION

All international students must live with parents or residential caregivers that have been approved by the school. The following categories of residential care may be approved by the school:

- Designated caregiver
- Homestay
- Approved temporary accommodation

The school will not approve accommodation for students over 18 years of age not living with parents other than with a residential caregiver.

USE OF ACCOMMODATION AGENTS

The school may make use of accommodation agents to organise and manage student accommodation. In the event that an accommodation agent is used, the school will enter into a written contract with the agent and will ensure that the accommodation services provided by the agent meets the requirements of the Code.

RESIDENTIAL CAREGIVERS

ONSITE ASSESSMENT

Residential care accommodation for international students will undergo an on-site assessment to determine that the accommodation is of an acceptable standard, is not a boarding establishment and the residential caregiver provides a safe physical and emotional living environment.

INTERNATIONAL DEPARTMENT ACCOMMODATION POLICY

ONGOING MONITORING

All residential care accommodation for international students will be monitored on a regular basis including visits to the accommodation and student interviews to ensure that the accommodation continues to meet required standards.

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.

SAFETY CHECKING

Safety checks, including Police vetting as appropriate, will be carried out for residential caregivers. Other adults aged 18 years and over living in the accommodation will undergo an appropriate safety check.

DESIGNATED CAREGIVERS

- The school will have written Designated Caregiver Agreements with all designated caregivers
- The monitoring of students living in designated care will be managed in accordance with this policy and the Designated Caregiver Agreement

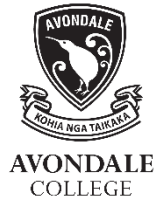
HOMESTAY

- The school will have written Residential Caregiver Agreements with all homestays
- The school will have written Homestay Accommodation Agreements with all students and their families
- The monitoring of students living in homestays will be managed in accordance with this policy and the Homestay Accommodation Agreement
- Homestay fees paid to the school will be held by the school on behalf of students and paid to host families in regular payments. Remaining homestay fees at the end of enrolment will be refunded according to the schools' refund policy.

TEMPORARY ACCOMMODATION

- The school will assess the suitability of the accommodation considering the age and gender of the students
- The school will ensure adequate supervision is in place for all students
- The school will ensure all pastoral needs of the students are met including meals and laundry
- The school will ensure that supervisors in temporary accommodation undergo an appropriate safety check
- The school will monitor and manage risks to students

INTERNATIONAL DEPARTMENT ACCOMMODATION POLICY



REVIEW

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for accommodation for international students.

INTERNATIONAL DEPARTMENT

INTERNATIONAL STUDENT DISCIPLINARY POLICY



The following is the School's current disciplinary policy for dealing with breaches of the Contract of Enrolment, Code of Conduct and Accommodation 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.

This policy is used in conjunction with whole school policies and procedures that concern disciplinary matters. Disciplinary action will be in accordance with the principles of natural justice, using fair and transparent processes.

OVERVIEW

1. The School will endeavour, to follow a two-stage disciplinary process.
2. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
3. 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.
4. 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).
5. 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.
6. This policy also does not limit the School's power to stand down or suspend the student in accordance with MoE Guidelines for the duration of the disciplinary process where stand down / suspension is considered necessary for the safety or education of any person.
7. The Principal has the authority to terminate the Contract of Enrolment and/or the Code of Conduct and Accommodation Agreement. Such a decision would be made in consultation with the Director of International and other relevant staff.

GENERAL POLICY

8. When the School is conducting a disciplinary process involving the Student it will endeavour 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 (having regard to 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 having regard to the seriousness of the Allegation or Proposed Action;

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- e. an opportunity to have an independent support person of his 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 facilitate the student participating 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
- h. a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

INTERNATIONAL DEPARTMENT

INTERNATIONAL STUDENT TRAVEL POLICY



PURPOSE

This student travel policy makes clear factors that need to be considered in the planning and execution of trips/travel undertaken by students in the Avondale College International Student Programme. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and other relevant legislation.

RATIONALE

The school has developed a Student Travel Policy:

- To ensure that International Students who travel while enrolled with Avondale College are kept safe and their health and wellbeing is protected and;
- To ensure that safeguards are in place and that there is transparency and accountability for the transfer of care and appropriate supervision when students undertake travel.

OBJECTIVES AND PLANNING

- All trips undertaken by International Students must comply with the requirements of Code of Practice, with prior approval by school, parents and homestay.
- International travel will be approved by the Operations Manager or the Homestay Manager.
- Travel will be planned sufficiently in advance to ensure appropriate safety measures are in place and that Health & Safety act requirements are complied with.
- Where travel is for repatriation to the home country, a Transfer of Care Plan will also be required before student travels.

TRAVEL PERMISSION

Below are the instances where students may travel outside of Auckland;

1. With the School
2. With their Host Family
3. With a Family Member/Relative
4. On a Supervised Tour with a Tour Company
5. On their own, where they are travelling to meet a family member/relative/family friend
6. On their own, where they are travelling to their home countries and plan on returning to NZ
7. Departing NZ at the end of the Period of Enrolment

In all cases, where students are expected to be absent from school because of planned travel, approval must be given by the Operations Manager and the students' parents.

INTERNATIONAL DEPARTMENT

INTERNATIONAL STUDENT TRAVEL POLICY



The below documentation will be completed in each instance where students travel;

1 & 2 - TRAVEL WITH SCHOOL OR HOST FAMILY E.G. CAMP TAUREWA, WEEKEND TRIPS WITH HOST FAMILY

- A Travel Form

This states the destination/s, leaving and returning dates and the travel times of the planned trip. Once completed, this form will be signed by the students' parents.

3, 4, 5 & 6 - TRAVEL WITH A FAMILY MEMBER / RELATIVE, WITH A TOUR COMPANY OR ON THEIR OWN

- A Transfer of Care Form (during the period of enrolment)

This asks for the students' parents contact information, the students' leaving & returning dates and the details of the students' departure & arrival, e.g. flight times and numbers. The name, and contact information of the person who the student will be under the care of and a transfer of care plan for the student. Once completed, this form will be signed by the students' parents.

7 - DEPARTING NEW ZEALAND AT THE END OF THE PERIOD OF ENROLMENT

- A Transfer of Care Form (end of the period of enrolment)

This asks for the students' parents contact information, the students' leaving date and the details of the students' departure, e.g. flight times and numbers and how the student plans on getting to the airport. Once completed, this form will be signed by the students' parents.

REVIEW

The school will review this policy and related procedures as part the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The Director of International will report directly to the school Principal on the operation of the school's student travel policy.

INTERNATIONAL DEPARTMENT GROUP REFUND POLICY



PURPOSE

This refund policy outlines how the school will manage a request for a refund of international student fees from the organisers of group study tours of less than one term's duration. For students travelling together, but enrolled for one full term or longer, the school's normal refund policy will apply.

REQUESTS FOR A REFUND OF FEES ON CANCELLATION OF A GROUP STUDY TOUR OR EARLY WITHDRAWAL BY ONE OR MORE STUDENTS ON THE TOUR

1. The school will consider all requests for a refund of 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 study tour
 - b. The circumstances leading to cancellation of the tour / student withdrawal
 - c. The amount of refund requested
 - d. The name of the person and organisation requesting the refund
 - e. The name of the person and organisation who paid the fees
 - f. The bank account details to receive any eligible refund
 - g. Any relevant supporting documentation such as receipts or invoices

NON-REFUNDABLE FEES

3. The following fees are non-refundable:
 - a. **ADMINISTRATION FEE:** Administration fees meet the cost of processing study tour and are incurred whether or not the tour goes ahead
 - b. **INSURANCE:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of students. Tour organisers may apply directly to an insurance company for a refund of premiums paid.
 - c. **ACCOMMODATION SUPPORT FEE:** Accommodation Support fees meet the cost of processing a request for homestay accommodation by the student. Costs incurred for arranging homestay accommodation for international students prior to 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. **TUITION FEES:**
 - i. Where one or more individual student on a study tour voluntarily returns home early for any reason, there will be no refund of tuition fees except in exceptional circumstances.
 - ii. Where one or more students return home early following disciplinary processes by the school, there will be no refund of tuition fees.

INTERNATIONAL DEPARTMENT

GROUP REFUND POLICY



- iii. Where the tour is cancelled prior to arrival in New Zealand the school will consider the circumstances leading to the cancellation of the tour and may refund some or all of the tuition fees.
- f. **OUTSTANDING ACTIVITY FEES:** Any activity or other fees incurred by a student during enrolment and owed to the school at the time of withdrawal, will be deducted from any eligible refund.

REQUESTS FOR A REFUND FOR FAILURE TO OBTAIN A VISITOR VISA

- 4. If students studying on a group tour fail to obtain a visitor visa, a refund of international student tuition fees will be provided less an Administration Fee of \$175 per student. Evidence of visa decline must be provided to the school.

REQUESTS FOR A REFUND IN THE EVENT OF NATURAL DISASTER OR EPIDEMIC OR OTHER EVENT CAUSING TRAVEL DISRUPTION

- 5. Where circumstances beyond the control of the tour organisers, relating to volcanic eruption, earthquake, epidemic or other event beyond their control result in cancellation of the tour, and the school is satisfied that cancellation is necessary, tour fees will be refunded less any relevant non-refundable fees outlined above.

REQUESTS FOR A REFUND WHERE THE STUDY TOUR IS CANCELLED BY THE ORGANISER FOR ANY OTHER REASON

- 6. The school will consider the circumstances of the cancellation, but except in the circumstances described above relating to a natural disaster or epidemic, tuition fees are non-refundable.

REQUESTS FOR A REFUND OF HOMESTAY FEES

- 7. If for any reason, an international student withdraws from the tour after payment has been made, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
- 8. 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 FOR FAILURE TO PROVIDE A COURSE, CESSATION AS A SIGNATORY OR CESSATION TO BE A PROVIDER

- 9. 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 tour organiser 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 tour organiser and the school.

INTERNATIONAL DEPARTMENT GROUP REFUND POLICY



OTHER CIRCUMSTANCES WHERE A REFUND REQUEST MAY BE CONSIDERED

10. In certain circumstances, a compassionate refund may be considered. The tour organiser should apply to the school for a refund outlining the circumstances leading to the early withdrawal of the student, and should provide documentary evidence of these circumstances.

REFUNDS TO BE MADE TO THE COUNTRY OF RECEIPT

11. Unless otherwise agreed in writing, all eligible refunds of fees received from outside of New Zealand will be refunded to a nominated bank account in the source country.

RIGHTS OF TOUR ORGANISERS AND FAMILIES AFTER A DECISION REGARDING A REFUND HAS BEEN MADE

12. A decision by the school relating to a request for a refund of international student fees will be provided to the tour organiser 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
13. Tour organisers and families have the right to submit a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the school.

REVIEW

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for the refund of international student fees.

INTERNATIONAL DEPARTMENT GRIEVANCE POLICY

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.

REVIEW

The school will review procedures relating to this policy as part of the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING

The staff member in charge of the international student programme will report directly to the Principal on the operation of the Grievance Policy.