



# Te Paepae o Aotea

Next review: Term 4 2025

## Health, Safety, and Welfare Policy

A primary objective of the board is to ensure that Te Paepae o Aotea is a physically and emotionally safe place for all students and staff, as required by the Education and Training Act 2020 (s. 127) and in support of the Statement of National Education and Learning Priorities (NELP: Priority 1).

The board regularly reviews how well it implements key legislative and regulatory requirements, including those related to health, safety, and welfare, and takes steps to address any gaps in implementation. See [Self-Review and Board Assurances](#).

The board, as the PCBU (Person Conducting a Business or Undertaking – see table below) under section 36 of the Health and Safety at Work Act 2015, must do what is **reasonably practicable** to ensure the health and safety of workers, and work to eliminate or minimise health and safety risks.

At Te Paepae o Aotea, we acknowledge our shared responsibility for health, safety, and welfare, and promote schoolwide engagement in related policies and procedures. Officers (see table below) at the school are encouraged to proactively undertake due diligence to ensure health and safety is prioritised by the board.

### Health, safety, and welfare roles

The Health and Safety at Work Act 2015 defines different types of duty holders within a workplace, including schools. The Act outlines health and safety responsibilities for each type of duty holder.

Duty holder	School role
PCBU (Person Conducting a Business or Undertaking)	Board, including the principal
Officers	Individual board members, including the principal
Workers	Employees, including teachers and non-teaching staff, volunteer workers, and contractors
Other people at the workplace	Students, visitors, parents, whānau, and casual volunteers

Our areas of focus for health, safety, and welfare at Te Paepae o Aotea are:

- **Health and Safety Management**
- **Emergency, Disaster, and Crisis Management**
- **Healthcare**
- **Behaviour Management**
- **Student Wellbeing and Safety**

- **Staff Wellbeing and Safety**
- **Safety On and Off School Grounds**

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This policy aligns with **NELP** Objective 1: Ensure places of learning are safe, inclusive and free from racism, discrimination and bullying.




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## Legislation

- Education and Training Act 2020
- Health and Safety at Work Act 2015

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## Resources

- Ministry of Education | Te Tāhuhu o te Mātauranga:
  - **Health and Safety at Work Act 2015: A practical guide for boards of trustees and school leaders** 
  - **Health and safety management** 
- **WorkSafe** 

**Release history:** Term 1 2023, Term 4 2020, Term 4 2019, Term 3 2018

### IN THIS SECTION

**Health and Safety Management**  
**Emergency, Disaster, and Crisis Management**  
**Healthcare**  
**Behaviour Management**  
**Student Wellbeing and Safety**  
**Staff Wellbeing and Safety**  
**Safety On and Off School Grounds**

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<i>Last scheduled review</i>	<i>Term 4 2022</i>
<i>Last internal review</i>	<i>Term 4 2022</i>
<i>Topic type</i>	<i>Core</i>

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## **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 internationalisation, providing opportunities for students and staff from different cultures to work alongside each other in teaching and learning, providing different perspectives to develop everyone'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**

- Te Paepae o Aotea will be compliant with all aspects of the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code).
- International Students will be enrolled at Te Paepae o Aotea under a Contract of Enrolment in accordance with Section 2 of the Education Act 2020.
- Appropriate staff and resources will be allocated by the school for the recruitment, administration, and pastoral care requirements of international students.
- There will be clear procedures in place which relate to this policy.

***This policy has been approved by the Board of Trustees***

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

***This policy has been reviewed on:***

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





## MANAGING RECRUITMENT AGENCIES 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 Tertiary and International Learners) Code of Practice 2021 (the Code).

### 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 Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code). 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.

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 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.

***This policy has been approved by the Board of Trustees***

*Approval Date:* \_\_\_\_\_

***This policy has been reviewed on:***

*Review Date:* \_\_\_\_\_





## **SUPERVISED-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 Tertiary and International Learners) Code of Practice 2021 (the Code).

### **Rationale**

Te Paepae o Aotea 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 Tertiary and International Learners) Code of Practice 2021 (The Code).

A supervised group is considered to be:

- Two or more international students travelling together in New Zealand under the supervision of a person or organisation other than Te Paepae o Aotea, and enrolling at Te Paepae o Aotea as international students for periods up to three months.

### **Policy Objectives**

1. To promote international understanding and enhance global citizenship at Te Paepae o Aotea
2. To ensure the safety and wellbeing of all supervised-group students that enrol at Te Paepae o Aotea
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**

Te Paepae o Aotea 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 International Leader 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.

In order to ensure that Te Paepae o Aotea and an education agent understand and meet their duty-of-care for the students, the (title of person responsible) 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

Te Paepae o Aotea 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
- ✓ Hotel, motel, unlicensed hostels or other supervised-group accommodation options
- ✓ Staying with students' parents or legal guardians

Te Paepae o Aotea does not enrol students under 10 as part of a group.

If an accommodation agent is involved in the placement of supervised-group students in accommodation on behalf of Te Paepae o Aotea, 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 Te Paepae o Aotea, this policy requires all international students to have appropriate insurance cover including those who enrol at the school for less than two weeks.*

Te Paepae o Aotea 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—
  - (i) travel costs of family members to and from New Zealand; and
  - (ii) costs of repatriation or expatriation of the body; and
  - (iii) funeral expenses



## Group Supervision

Te Paepae o Aotea 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 Te Paepae o Aotea.

## Agency Monitoring and Review

The school will review the conduct and performance of its agencies as a 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.

***This policy has been approved by the Board of Trustees***

*Approval Date:* \_\_\_\_\_

***This policy has been reviewed on:***

*Review Date:* \_\_\_\_\_





## REFUNDS POLICY

### Purpose

This refund policy outlines how the school will manage a request for a refund of international student fees.

### Requests 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. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
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 bank address and swift code where relevant; and
  - 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 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 a student. Students and Parents 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 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.

### Requests for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.



#### **Requests for a refund for enrolment of one term or less:**

5. Where the Student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.
6. Where the School terminates the enrolment of a Student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

#### **Requests for a refund for voluntary withdrawal from enrolment of more than one term:**

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period.

#### **Requests for a refund where the School fails to provide a course, ceases as a signatory, or ceases to be a provider:**

10. 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.
11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), but where the School continues to offer education for international students.



## **Other circumstances where a refund request may be considered:**

### **Where a student's enrolment is ended by the School**

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then 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; and
  - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

### **Where a Student changes to a domestic student during the period of enrolment**

13. If a Student changes to a domestic student after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice that the Student has obtained a visa permitting them to change to domestic-student status.

### **Where a Student voluntarily requests to transfer to another signatory**

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

## **Refund of other fees**

### **Requests for a refund of Homestay fees**

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
16. Where the 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**

17. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.

### **Outstanding activity fees or other fees**

18. 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**

19. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 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**

20. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
- a. Factors considered when making the refund decision;
  - b. The total amount to be refunded; and
  - c. Details of non-refundable fees.
21. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is 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.

### **Review and Reporting**

#### Review

The school will review the conditions 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 international education will report directly to the school Principal on the operation of the school's policy for the refund of international student fees.

***This policy has been approved by the Board of Trustees:***

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

***This policy has been reviewed on:***

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





## **GROUPS 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**

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.

A request for a refund should provide the following information to the school:

- The name of the study tour
- The circumstances leading to cancellation of the tour / student withdrawal
- The amount of refund requested
- The name of the person and organisation requesting the refund
- The name of the person and organisation who paid the fees
- The bank account details to receive any eligible refund
- Any relevant supporting documentation such as receipts or invoices

### **Non-Refundable Fees**

The following fees are non-refundable:

Administration Fee:	Administration fees meet the cost of processing study tour and are incurred whether or not the tour goes ahead
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.
Homestay Placement Fee:	Homestay placement 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.
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.
Tuition Fees:	1. 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.



2. Where one or more students return home early following disciplinary processes by the school, there will be no refund of tuition fees.

3. 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.

**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**

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 \$400.00. 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**

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**

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**

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.

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**

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:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- Transfer the amount of any eligible refund to another provider or
- Make other arrangements agreed to by the tour organiser and the school.



## **Other circumstances where a refund request may be considered**

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**

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**

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:

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

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 and Reporting**

### 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.

***This policy has been approved by the Board of Trustees:***

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

***This policy has been reviewed on:***

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





## **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 Tertiary and International Learners) Code of Practice 2021 (the Code).

### **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 of 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.

***This policy has been approved by the Board of Trustees***

*Approval Date:* \_\_\_\_\_

***This policy has been reviewed on:***

*Review Date:* \_\_\_\_\_





## **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 Tertiary and International Learners) Code of Practice 2021 (the Code).

### **Rationale:**

The school undertakes to comply with the accommodation provisions set out in the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (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. If 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.

#### 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

### **Review:**

The school will review the conditions 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 international education will report directly to the school Principal on the operation of the school's policy for accommodation for international students.

***This policy has been approved by the Board of Trustees:***

*Approval Date:* \_\_\_\_\_

***This policy has been reviewed on:***

*Review Date:* \_\_\_\_\_





## INVESTIGATION POLICY

1. The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. This is not intended to restrict the School's general powers relating to 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 warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).
3. In Stage One, the School will investigate and determine the facts of the situation being considered (**the Situation**) and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.
4. During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (**the Proposed Action**).
7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the Situation. Such a determination may be made at any point during the Investigation Process.
8. This policy also does not limit the School's power to suspend the student for the duration of the Investigation Process where suspension is considered necessary for the safety or education of any person.

### General Policy

9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
  - (a) a written summary of the Situation (as it understands it) or the Proposed Action;
  - (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
  - (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation 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 Situation or Proposed Action;



- (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
- (f) an opportunity to meet with that support person in private at any stage during the Investigation Process;
- (g) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation 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 Investigation Process.

### **Stage One: Incident Investigation**

10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.
11. Where appropriate, having regard to the seriousness of the Situation, 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 Situation.
12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response – whether Disciplinary Action, Termination or other intervention.

### **Stage Two: Outcome Discussion**

13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and Parents with an opportunity to give a response.
14. Where appropriate, having regard to the seriousness of the Situation, 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 making a decision about the action to be taken.
15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

***This policy has been approved by the Board of Trustees:***                      *Approval Date:* \_\_\_\_\_

***This policy has been reviewed on:***    *Review Date:* \_\_\_\_\_

