

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 goals 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.

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- **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.

Procedures

Code of Practice for the Pastoral Care of International Students (2021):

- 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.

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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 overseas student account.
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.

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C. INTERNATIONAL STUDENT REFUND POLICY

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. 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.
 - d. 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.

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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 non-refundable 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. The notice period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

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), and the School continues to offer education for international students.

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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:
- Any non-refundable fees set out in this policy;
 - A minimum of ten weeks tuition fees from the date of termination; and
 - 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, this contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of cl 9 of this policy, unless the Student has previously advised the School in writing of the Student's intention to apply to Immigration New Zealand for a visa that will result in a change of status. In the event that notice of an intended change in status is given, the period after this notice is given will be counted as part of the notice period for the purpose of cl 9.

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. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

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 amounting to less than NZD\$1000 will be refunded to the Student in cash. Sums greater than NZD\$1000 will be refunded into a nominated bank account.

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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 Study Complaints, Disputes Resolution Scheme.

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D. INVESTIGATION POLICY

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

1. 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).
2. 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.
3. 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.
4. 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.
5. 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).
6. 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.
7. This policy also does not limit the School's power to require the student not to attend School for the duration of the Investigation Process where this is considered necessary for the safety or education of any person.

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General Policy

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

- 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.
- 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.

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- 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

- 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.
- 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.
- 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.

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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.

James Hargest College 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 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.

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.

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.

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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

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Designated Persons Responsible for Homestay Accommodation

- Director of International Students / More serious matters: Ms L Buchanan
- Homestay co-ordinator / Day-to-day matters: Mrs M O'Brien

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.

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.

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.

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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 (2021).

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 Director 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.

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G. INTERNATIONAL STUDENT DRIVING POLICY

International 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 they are 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.

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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 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 the Education (Pastoral Care of International students) 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 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

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discretion of the school and no commissions should be withheld by an agency without prior agreement to the school.

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.

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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 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 organization other than (James Hargest College), and enrolling at (James Hargest College) as international students for periods up to three months.

Policy Objectives

1. To promote international understanding and enhance global citizenship at James Hargest College.
2. To ensure the safety and wellbeing of all supervised-group students that enrol at James Hargest 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

James Hargest 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 Director of International Students 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 James Hargest College and an education agent understand and meet their duty-of-care for the students, the Director 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.

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Accommodation for Supervised Group Students

James Hargest 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 and school hostels.
- ✓ Hotel, motel, licensed hostels other than school hostels, or other supervised-group accommodation options
- ✓ Staying with students' parents or legal guardians

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 (Name of school), this policy requires all international students to have appropriate insurance cover including those who enrol at the school for less than two weeks.

James Hargest 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—
 - (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

James Hargest 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

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- 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 James Hargest College.

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.

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J. MANAGING COMPLAINTS POLICY

DEFINITIONS

Complaint 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. Complaints may relate to pastoral care, accommodation, the education programme, or any other element of the student's enrolment. Complaints can be made formally or informally and are dealt with through the school's internal complaint procedures.

Where a student is unable to access a school's internal complaint process or is dissatisfied with the outcome of that process, a formal approach may be made to the Code Administrator/DRS or iStudents complaints.

Purpose

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

This policy should be read in conjunction with the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code).

Rationale

If we comply with Outcomes 13-20 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 formal complaint is laid.

To ensure that complaints are dealt with fairly and effectively, we must have clear and robust processes in place.

Managing Complaints

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

1. A clearly communicated internal process for international students, their parents, or other parties to raise a complaint and have it resolved.
2. Clearly defined internal procedures which the school follows to resolve complaints from international students, their parents, or other parties.
3. An undertaking to deal with all complaints in a fair and reasonable manner with the intent of resolving concerns effectively and within a reasonable timeframe.

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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 school's internal process.
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 Complaint Policy.

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