



# Christchurch Boys' High School

## International Student Policy

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### Regulations

**CODE of Practice:** *Christchurch Boys' High School has agreed to observe and be bound by the Code of Practice for the pastoral care of international students established under section 28F of the Education Act 1989 and the Code Administrator is NZQA. Copies of the Code are available on request from this institution or NZQA website at [www.nzqa.govt.nz](http://www.nzqa.govt.nz)*

### Purpose

Christchurch Boys' High School offers a limited number of places to international fee-paying students who identify with the mission and vision of the School. The presence of international students enhances the opportunities and perspectives of all students.

- *International fee-students help to bring diversity and a global perspective to the CBHS community*
- *International fee-paying students provide an opportunity for domestic students to interact with students of other backgrounds and cultures*
- *The revenue gained through the enrolment of fee-paying international students provides better learning opportunities for all students at CBHS*

### Policy Statement

#### Policy Statement

International fee-paying students receive an education consistent with that provided to domestic students.

As part of the annual budget, the Board of Trustees sets a projected number of international fee-paying students and fees for international students for the following year.

International students will be required to sign a contract establishing the terms and conditions that international students will be admitted to the school.

The School will provide programmes and pastoral guidance and support to meet the individual learning and social needs of the international fee-paying students.

The international student programme will be evaluated annually to include its effectiveness in:

1. Marketing & Promotion

2. Managing & Monitoring Agents
3. Offers, Enrolments and Contracts
4. Immigration Matters
5. Orientation
6. Safety & Well-Being
7. Student Support, Advice and Services
8. Managing Withdrawal and Closure
9. Dealing with Grievances
10. Compliance with Disputes Resolution Scheme

### **4.5.1 International Student Refund Policy**

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#### **Purpose**

This refunds policy outlines factors that will be considered when a request for a refund of international students' fees is made to 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.

#### **Requests for a refund of International Student Fees**

1. An application for refund of fees must be made in writing. The parents/guardians must apply in writing to the Director of International Students explaining why the student has withdrawn from the course and the reasons for seeking a refund.
2. If the application is made and accepted before the start of the course, fees will be refunded in full less an administration charge of \$500.00 to cover costs incurred by the school.
3. If the application is made after the start of the course, but before the second half of the course, fees will be refunded less:
  - 3.1 An administration charge of \$500.00.
  - 3.2 Costs to the school already incurred for tuition.
  - 3.3 Components of the fee already committed for the duration of the course, including agent commissions and appropriate proportions of salaries of teachers and support staff (if applicable).
  - 3.4 Costs already incurred for the use of facilities and resources.
  - 3.5 The proportion of the Government Levy the school is required to pay.
  - 3.6 Any other costs already incurred.
4. **When requests for a refund are made following:**
  - 4.1 failure by a student to obtain a study visa:
    - (i) If the visa is denied prior to the course starting, a full refund will be given
    - (ii) If the application for renewal is denied, a refund will be given for fees incurred past the date of the current visa minus any costs incurred by the school
  - 4.2 voluntary withdrawal by a student:

- (i) Refer 2-4
- 4.3 the signatory ceasing to provide a course of educational instruction as contracted with a student, whether it stops of its own accord or as required by an education quality assurance agency:
  - (i) a full refund of the portion of charge relating to this instruction incurred by the student
- 4.4 the signatory ceasing to be a signatory:
  - (i) A full refund of remaining fees from the date of signatory expiry.
- 4.5 the signatory ceasing to be a provider.
  - (i) A full refund of funds up until the date of closure
- 5. If the application is made after the second half of the course, there will be no refund except in exceptional circumstances to be determined by the Headmaster.**
- 6. No refund will be made to a student enrolled at the school prior to the 1<sup>st</sup> of March who becomes a Permanent Resident or whose parents gain a Work Permit or Long-Term Business Visa after the 1<sup>st</sup> of March (in any year).**
- 7. The Board of Trustees will make no refund:**
  - 7.1 Where a student is asked to leave the school because of misbehaviour, poor attendance or violation of school rules.
  - 7.2 Where a student wishes to transfer to another school for whatever reason.
  - 7.3 Where a student returns home for any reason other than the student's serious illness or serious illness or death of a close family member.
  - 7.4 If the enrolment application is found to be false or misleading in any way and the contract is terminated.
  - 7.5 Where a student changes to domestic student status during the period of enrolment.
- 8. Requests for a refund of homestay fees**
  - 8.1 If for any reason, an international student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less the school's notice-period fee.
  - 8.2 Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less the school's notice-period fee.
- 9. Balance unused at the end of enrolment**

Students account repayments needed at end of enrolment will be transferred to the student's Parents/Caregivers unless under \$500 and authorized by the Parents/Caregivers.
- 10. Outstanding activity fees or other fees**

Any activity or other fees incurred by a student during enrolment and unpaid at the time of withdrawal, will be deducted from any eligible refund.

### **Review:**

The school will review the conditions relating to this policy as part the normal cycle of review.

## **4.5.2 Fees protection policy**

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### **Rationale:**

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

### **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: 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

1. The school will ensure that generally accepted accounting procedures are applied to international student fees paid in advance
2. The school will ensure that only those staff with appropriate authority will have access to international student funds paid in advance
3. 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
4. The school will transfer fees paid in advance to revenues at appropriate intervals during the period of enrolment for each student
5. The school will ensure that it has sufficient funds available to meet any remaining international student fees paid in advance liability at any time.
6. 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 the conditions relating to this policy as part the normal cycle of review.

### 4.5.3 International Student Accommodation Policy

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#### **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).

#### **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.

#### **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

#### **1. Approved Accommodation**

- 1.1 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
- Licensed hostel
- School hostel
- Approved temporary accommodation

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

#### **2. 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.

#### **3. 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.

#### **4. 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.

#### **5. 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.

#### **6. Safety Checking**

Safety checks, including Police vetting as appropriate, will be carried out for residential caregivers. All residents of the home over 18 will require police vetting.

##### **6.1 Designated Caregivers**

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

##### **6.2 Homestay**

- (i) The school will have written Residential Caregiver Agreements with all homestays
- (ii) The school will have written Homestay Accommodation Agreements with all students and their families
- (iii) The monitoring of students living in homestays will be managed in accordance with this policy and the Homestay Accommodation Agreement
- (iv) 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.

##### **6.3 Licensed Hostel**

- (i) The school will have written Residential Caregiver Agreements with licensed hostels
- (ii) The school will have written Hostel Accommodation Agreements with all students (or their legal guardian) living in a licensed hostel
- (iii) The monitoring of students living in a licensed hostel will be managed in accordance with this policy and the Hostel Accommodation Agreement

#### **7. Temporary Accommodation**

- 7.1 The school will assess the suitability of the accommodation considering the age and gender of the students
- 7.2 The school will ensure adequate supervision is in place for all students
- 7.3 The school will ensure all pastoral needs of the students are met including meals and laundry
- 7.4 11.4 The school will ensure that supervisors in temporary accommodation undergo an appropriate safety check
- 7.5 The school will monitor and manage risks to students

## **Review:**

The school will review the conditions relating to this policy as part of the normal cycle of reviews.

### **4.5.4 Managing Recruitment Agents**

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#### **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**

##### **1. Contracts**

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

##### **2. 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.

##### **3. 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.

##### **4. 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.

##### **5. Commissions**

- 5.1 The school will pay commission to the agency as set out in the Agency Agreement. The school reserves the right to make other commission or incentive arrangements with selected agencies by special negotiation.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 The school will have no obligation to pay commission fees to any agency with whom the school does not have a signed Agency Agreement.

## **6. Agent monitoring and review**

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

## **7. 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.

**Approving Authority:**

**Date Approved:**

**Next Review Date:**