

GLENFIELD PRIMARY SCHOOL INTERNATIONAL STUDENT POLICY

INTERNATIONAL STUDENTS

Rationale

It is important for education to keep pace with increasing internationalisation. Many of our students will operate in a multicultural environment both within and beyond New Zealand. Contact with international students is beneficial for these reasons.

As required by the Education Act 1989, Glenfield Primary School has signed and is bound by the NZ Code of Practice for the Pastoral Care on International Students.

Goals and Objectives:

- To recognise that international students are in a new cultural environment and to provide support that enables students to make the necessary adjustments.
 - To assist international students to participate in NZ culture by helping them to develop relationships and networks.
 - To support international students to achieve their goals.
1. International students will obtain the same quality of education as fulltime New Zealand students.
 2. Related administration is efficient and complies with the updated version of the Code of Practice.
 3. The Principal is responsible for the enrolment of all International Students following the procedures set out in the Code of Practice.
 4. International students may enrol in this school as international fee-paying students provided that they live with and continue to live with parents or legal guardians. Should a student be found not living with a parent, the school is required to notify the immigration service and the student's permit may be revoked.
 5. The Board of Trustees sets the fees for International students and groups, but must set the tuition fee higher than the subsidy that the taxpayer gives to domestic school students via the Operations Grant.
 6. The Board of Trustees will ensure that in accordance with the Education Act 1989 no fee paying International Student shall occupy a place in preference to an eligible domestic student.
 7. International Students have full access to school programmes, sporting and cultural opportunities and to all guidance facilities and programmes.
 8. An instalment and deposit structure will be followed as set out in the Code of Practice.
 9. If an International student gains permanent residence then any refund of fees will follow as set out in the Code of Practice.
 10. Refunds will only be given as per the refund conditions for International Students.
 11. Students may be in breach of their contract if:
 - a. There are serious concerns about their behaviour.
 - b. Their attendance is causing concern.
 - c. They violate school rules.
 - d. They fail to advise a change of address and /or contact details.
 - e. Their visa (or that of their parent/legal guardian) runs out or is revoked by Immigration NZ.
 - f. They perform a criminal act.
 12. The contract may be terminated at any time if the enrolment application is found to be inaccurate in any way.
 13. The International Student programme will be reviewed annually by the Board of Trustees and a report prepared by the principal with recommendations of any changes required.

14. An internal grievance procedure is in place to deal with any problems, however contact details of the International Educational Appeal Authority (IEAA) will be made available to all international students.
15. A school Board of Trustees may reduce the advertised international fee on compassionate or other grounds. To do this the Board would need to make some sort of scholarship or donation from the Board to the school to make up the rest of the amount owing. Section 4B requires that any Board scholarship or donation must come from income generated by the Board from locally raised funds or any profit earned from tuition fees from other international students.

School Office Manager:

The office manager is responsible for:

- Initial enrolment processes, daily attendance monitoring and notification to the International student coordinator.
- Formal letters of acceptance, attendance and withdrawal.
- Liaison with principal in relation to administrative international student matters.
- Completion of Ministry of Education roll return documents in March and July.

Pastoral Care Supervisor:

The pastoral care supervisor has responsibility for:

- Admissions and withdrawals from ESOL programmes.
- Organising meetings of ESOL staff, teachers and teacher aides. At these meetings consider progress and achievement; identify pastoral care needs, receive reports and organise appropriate support measures for each student as an outcome of discussion.
- Liaison with the Principal on all matters to do with teacher assistants and international students.
- In conjunction with the Principal report twice yearly on the progress and achievement of fee paying international students to the BOT or other relevant groups
- Presenting the ESOL teachers report to the BOT each term.
- The adaptation to different cultural circumstances and may involve the inclusion of native speaking individuals with appropriate counselling or pastoral care skills.
- Being the resource person for all advocacy requirements and will be responsible for providing support to those making enquiries.
- Ensuring that care diaries are maintained and up to date.
- Overseeing progress and final reports for each individual fee paying international student.

Class roomTeacher

The classroom teacher is responsible for:

- Reporting to the Pastoral Care supervisor on the progress and welfare of International students.
- Provision of an individualised classroom programme using the New Zealand curriculum that is supportive of both the academic and pastoral care needs of students.
- Reporting of progress and achievement of the International students in their classroom.

INTERNATIONAL STUDENT MEDICAL AND TRAVEL INSURANCE

All students must have acceptable, appropriate, and current medical and travel insurance for the **full** duration, i.e., from home to home, of their planned study **before enrolment**, as specified in the Code. "Acceptable" insurance complies with the Code and is acceptable to the school. "Appropriate" insurance refers to private insurance policy, and should meet the following guidelines:

Length of cover: The policy should cover the full duration of the planned study including any holiday breaks taken. ACC provides cover for all people in New Zealand for injuries and accidents, but not if they occur overseas, so students taking holidays out of New Zealand during their study must be covered by their private insurance policy.

The policy must cover:

- Travel: delays, missed flights, and any medical expenses incurred during travel into or out of New Zealand.
- Health cover: (an unlimited sum insured).
- all medical expenses for hospital treatment due to illness or injury (in excess of ACC cover).
- medical evacuation related to serious injury or illness.
- the cost of family members' travel if the student suffers serious illness or injury.
- emergency dental treatment.
- Personal liability: negligence causing injury (including death) to another person, or damage or loss of property; and false arrest and wrongful detention.
- Repatriation: if the student's study plans are interrupted due to injury or illness that requires them to return home.
- Death: in the event of the student's death.
- the repatriation of their body, or their funeral expenses.
- the travel costs for family members.
- Search and rescue: any search and rescue operation performed to find the student.

Glenfield Primary School advises all prospective students of the standard wording as set out in the Code of Practice. See Information about Your Rights in New Zealand (on page 2).

Students purchasing insurance should purchase insurance cover at the time of fee payment and before they leave their home country.

If the insurance is provided from a New Zealand company, policy details should be provided in the student's first language where possible.

In the case of overseas policy providers, students must provide the school with the policy details in English, before the student attends classes.

Verification of policies

In accordance with section 7.4 of the Code and Code Guidelines, Glenfield Primary School verifies all policies before enrolment, and checks that:

- The insurer/re-insurer is a reputable and established company with substantial experience in the Travel Insurance business, and has a credit rating no lower than A from Standard and Poors, or B+ from A M Best.
- The insurer is able to provide emergency 24-hour, 7 day per week cover.

- Students have a “certificate of currency” and policy wording from the insurance company stating that the student has purchased the cover for the duration of the planned period of study. The certificate and policy wording must also detail medical sums insured, repatriation benefits, etc. It should confirm that the policy is consistent with the guidelines above.

If a student does not have appropriate and current medical and travel insurance cover, the school must:

- Advise the student of the medical and travel insurance requirement.
- Provide the student with a default policy or policy choices which meet the requirements of the Code of Practice Guidelines.

The cost of default insurance will be met by the student.

Recording of policy details

For each student, the school takes a copy of their medical and travel insurance policies (thus retaining a record of the insurer's name, the policy number, and the policy start and end dates).

INTERNATIONAL STUDENTS FEE PROTECTION

The income derived from foreign fee paying students must be protected against the possibility of an interruption to the course.

Internal procedures assist the school in monitoring income and expenditure to ensure that money is controlled appropriately.

- These fees are separately coded and audited.
- These fees are not spent in advance on the premise that future students will attend the school.
- Fees are accrued forward each month and the income is spread across the year's financial reporting.
- Monthly reporting to the board details both income and expenditure and is monitored closely.
- The board holds sufficient reserves to be able to refund the student's fees if necessary (see "Fee Refund Policy" on page 13) or because the school is unable to provide or continue a course or programme.

FEE REFUND POLICY FOR INTERNATIONAL STUDENTS

If your child withdraws from their course of study before the completion date, you may be eligible for a refund of tuition fees. The school will always investigate your claim for a refund and act fairly towards you.

The school is not obliged to refund fees: if your child:

- If your child has been asked to leave the school because of misbehaviour or poor attendance.
- If your child wishes to transfer to another educational institution for any reason, or voluntarily withdraws from the school.
- If your child has special needs that you did not explain to the school on the enrolment form.
- If you or your child fails to obtain the necessary visas.
- If you or your child gains permanent residency during the course. You will need to provide documentation of the residency within 14 days of it being granted.
- If the school is closed for a period of one week or more due to force majeure. (Force majeure means an event beyond the reasonable control of the school, such as snow, earthquake, etc.)
- If the school ceases to be a signatory to the Code Of Practice and therefore ceases to be a provider.

Full or partial refund of fees:

The school will consider refunding all or part of your fees if: there are special circumstances, for example, the child has a serious illness or accident, or you need to return home because of the death of a family member. You will need to supply proof.

You must apply in writing to the Principal explaining the special circumstances of your claim within one month of your child's last day at school (or within one month of your child gaining permanent residency). If your child is leaving, you must also complete the official leaving process.

- If you apply for a refund **before** the course starts, the school will refund the fees in full, less an administration fee of NZD.

- If you apply for a refund **after** the course starts (i.e., in terms 1 or 2), but before the second half of the course (i.e., terms 3 & 4), the school will refund the fees in full, less:
 - An administration fee of NZD.
 - Costs to the school already incurred for tuition.
 - Components of the fee already committed for the duration of the course.
 - Specialist fees (if applicable).
 - Appropriate proportions of salaries for teachers and support staff (if applicable).
 - Costs already incurred for the use of facilities and resources.
 - Any other costs already incurred.
 - If you apply for a refund **after the second half** of a course, the school will usually not refund the fees unless there are special circumstances (e.g., death of a close family member, serious illness, or accident).

Payment of refunds

The school will only refund fees directly to you or to an agent with written authority from you. The school will never refund fees directly to the student.

Immigration New Zealand will be notified if any student ceases to attend Glenfield Primary School for whatever reason.

DISCIPLINARY ACTION FOR INTERNATIONAL STUDENTS

School may take appropriate disciplinary action:

1. The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
2. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.
3. The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:
 - (a) the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
 - (b) because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
 - (c) the student's conduct or behaviour is in breach of the school rules (including the school's code of student conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and one or more of the following applies:
 - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
 - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.
4. The provisions in Schedule 1 (relating to stand-down), or Schedule 2 (relating to suspension) will apply if the student has been stood down or suspended, as the case may be.

School's obligations when taking disciplinary action:

5. A principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.
6. In making decisions on appropriate disciplinary action the principal and the board will as far as practicable ensure that any such disciplinary action:-
 - (a) is proportionate to the seriousness of the behaviour of the student; and
 - (b) minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
 - (c) is dealt with in accordance with the principles of natural justice.

7. If the student is stood-down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
8. If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
9. The programme referred to in clause 6 will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

Schedule 1 – Provisions for stand-down:

Notice requirements

1. Immediately after a student is stood-down, the principal will tell a parent or legal guardian and the residential caregiver of the student—
 - (a) that the student has been stood-down; and
 - (b) the reasons for the principal's decision; and
 - (c) the period for which the student has been stood-down.

Stand-down period

2. A stand-down may be for 1 day or more specified periods, and the principal may lift the stand-down at any time before it is due to expire.

Student attendance while student on stand-down

3. If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however—
 - (a) the principal may require the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
 - (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable:

Board meeting concerning stand-down

4. A principal who has stood-down a student may arrange a stand-down meeting.
5. A principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—
 - (a) will arrange a meeting; and
 - (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.

6. As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—
 - (a) ensure that the stand-down is withdrawn; and
 - (b) ensure that the student, and anyone told of the stand-down under paragraph 1, is told that the stand-down has been withdrawn.

Schedule 2 – Provisions for suspension:

Notice requirements for suspending a student

1. If the student has been suspended then the principal will, immediately after the student is suspended, tell the board, a parent or legal guardian and the residential caregiver (if any) of the student—
 - (a) that the student has been suspended; and
 - (b) the reasons for the principal's decision.

Student attendance while on suspension

2. If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however -
 - (a) the principal may allow the student to attend the school if the principal reasonably considers the student's attendance is appropriate:
 - (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable.

Board meeting concerning suspension

3. If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the board and speak at that meeting, and to have their views considered by the board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.
4. The board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:
 - (a) written notice of the time and place of the suspension meeting; and
 - (b) written information about the options available to the board under paragraph 3 to deal with the suspension at the suspension meeting.
5. The board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in paragraph 6:
 - (a) information on the procedures the board follows at suspension meetings; and
 - (b) advice that the student and the student's parents, legal guardians or representative may attend the meeting and speak at it about the suspension; and

- (c) information contained in the following material that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) the principal's report to the board on the suspension; and
 - (ii) any other material about the suspension to be presented by the principal or the board at the meeting.
- 6. The material referred to in paragraph 5 must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

Adjournments to consider new information

- 7. The board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the board asks the board to do so if the person making the request needs time to consider new information, being any information—
 - (a) that is referred to at the suspension meeting; and
 - (b) that is either—
 - (i) information that was not given, under paragraph 5, to the person making the request; or
 - (ii) information that is new to the person making the request for some other reason.
- 8. In deciding on the period of the adjournment, the board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

Board's decision at suspension meeting

- 9. Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the board must—
 - (a) have due regard for all of the circumstance relevant to the suspension; and
 - (b) consider each option available to it.
- 10. The board may—
 - (a) require the principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the board makes its decision; or
 - (b) ask the principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the board makes its decision.
- 11. Before making its decision, the board may try to get all the parties at the meeting to agree on what the decision should be.
- 12. The board must record its decision, and the reasons for it, in writing.

Board's powers when student suspended

13. If a student has been suspended, the board may—
 - (a) lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the board wants to make:
 - (b) extend the suspension conditionally for a reasonable period determined by the board when extending the suspension, in which case paragraph 14 applies:
 - (c) if the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.
14. If the board extends a suspension conditionally, the board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.
15. If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the principal may request the board to reconsider the matter and the board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified in paragraph 13 (a) to (c).
16. If the board has not sooner lifted or extended the suspension or excluded the student under paragraph 13(c) and terminated the contract of enrolment, the suspension ceases to have effect—
 - (a) at the close of the 7th school day after the day of the suspension; or
 - (b) if the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar day after the day of the suspension.

Extended suspension

17. The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.
18. The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

Student failing to comply with conditions

19. If the board agrees to a request made by the principal under paragraph 15, the board must hold a reconsideration meeting about the student's case.
20. The meeting must be held—
 - (a) within 7 school days of the request; or
 - (b) if the request is made within 7 school days of the end of term, within 10 calendar days of the request.

Information about reconsideration meeting

21. If the principal makes a request under paragraph 15 that the board reconsider the suspension then the board will ensure that the student, and a parent or legal guardian of the student is given written notice of the time and place of the reconsideration meeting as soon as practicable after the board decides to hold the meeting.
22. The board will ensure that the following material is given, in writing, to the student and the parent within the time described in paragraph 23:
 - (a) information on the procedures the board follows at reconsideration meetings; and
 - (b) advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
 - (c) information that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) the principal's report to the board on the reconsideration of the suspension; and
 - (ii) any other material about the reconsideration of the suspension to be presented by the principal or the board at the meeting.
23. The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).