



# INTERNATIONAL STUDENTS

## - Foreign Fee paying

### Rationale:

This policy is required to comply with The Education Pastoral Care of Tertiary and International Learners Code of Practice 2021 (the Code) [which](#) supports the wellbeing of tertiary and international learners enrolled with New Zealand education providers. This new code replaces the revised code from 2016 and was effective from 1 January 2022

### Purpose:

The purpose of this policy is to provide guidelines for student enrolment, management, and fees.

### Scope:

This policy applies to all international fee-paying students.

### Guidelines:

#### Students

1. An International student is on a study visa under the [Immigration Act 2009](#) and is defined by section 10 of the Education and Training Act 2020.  
  
The revised code (The Education Pastoral Care of Tertiary and International Learners) Code of Practice 2021) referred to as (the Code) does not override the responsibilities of education and accommodation providers under the Privacy Act 2020 or the Health Information Privacy Code made under that Act.  
  
This code contributes to an education system that honours Te Tiriti o Waitangi and supports Māori-Crown relationships in accordance with section 4(d) of the Education and Training Act 2020.
2. The school may decline or terminate enrolment if the student does not comply or is in breach of the conditions set out in the enrolment contract.
3. The funding gained from the enrolment of Foreign Fee Paying Students will be used for their special education and administrative requirements, as well as to support the general curriculum.
4. The student will be placed in classes according to his academic aspiration, taking into consideration his academic potential and the availability of courses. Entry into any subject will be at the discretion of the subject HoD and International Director.
5. The school will provide ESOL tuition at the appropriate level for each student.
6. A diverse enrolment of students will be actively sought in order that many countries are represented and no one group is dominant.
7. Approved accommodation will be paid for by the students and monitored by the school.



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8. Agents will abide by their contracts and will ensure that the conditions and policies of the school are clearly understood prior to enrolment. They will be paid commission, based on 15% percent of the Tuition Fee, after arrival of the student and upon receipt of their invoice. The commission will continue to be paid upon receipt of further fees from the student and confirmation from the student that the Agent is still providing ongoing support
9. An orientation programme will be provided by the International Director for all new students. Ongoing student support and pastoral care will be monitored by the International Director.
10. Parents and agents will be kept informed of the students' progress through the regular reporting cycle.
11. Any serious breach of rules or poor academic progress will be reported to agents and parents.
12. The number of international students accepted will not exceed 7% of the domestic school roll as of the 1st March Return.
13. No international students will be permitted to own or drive motor vehicles while they are enrolled at school.

#### Fee Protection

1. All fees received will be receipted and identified in the school's accounts, as "Foreign Fee Paying Students' Income".
2. Tuition and accommodation fees will be paid in advance each year.
3. The Business/Financial Manager will ensure sufficient funds are always available to enable full refunds.
4. Unearned fees (fees paid in advance) will be identified on a monthly basis and credited to an appropriate balance sheet account in the school accounting system. The Business/Financial Manager will ensure that funds on hold in the general bank accounts cover at least the balance of the unearned fees account.

#### Refunds

1. If a student does not obtain a study visa or changes their mind **before coming to New Zealand**, full fees are refunded, minus the administration fee. Refund of Medical Insurance policies already taken out by the school will be solely at the discretion of the Insurance Agency.
2. If a student withdraws from their course of study before the course completion date, they will NOT receive a refund of tuition fees except in exceptional



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circumstances. In such cases, the parents should write to the Board of Trustees explaining what the exceptional circumstances are. The Board's decision is final. In such cases under New Zealand law, the school will retain amounts to cover costs already incurred. The balance will be refunded.

3. No refund will be made to a student who is asked to leave the school because of non-compliance with their Enrolment Contract or violation of the New Zealand law.
4. No refund of tuition fees will be made to an international student who changes visa status to one which entitles them to regular/domestic student status after one month from date of payment.
5. The balance of homestay money will be refunded in full at the conclusion of their contract with the school.
6. If a student cancels their homestay contract before they move into the homestay, the fees will be refunded in full, less the homestay placement fee.
7. 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.

### **Disciplinary**

1. The following is the school's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the school's general power of discipline and this policy may be changed from time to time at the discretion of the School.

### **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 disciplinary process.



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3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
  
4. In Stage Two, if the school has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
  
5. The student will have an opportunity to provide a response to the alleged breach that the school is investigating (the Allegation) and any proposed disciplinary action that the School is considering taking (the Proposed Action).
  
6. This policy does not limit the school's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
  
7. This policy also does not limit the school's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

### **General Policy**

1. When the School is conducting a disciplinary process involving the student it will endeavour to provide the student with the following:
  - (a) a written summary of the Allegation or the Proposed Action
  - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student
  - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response
  - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;



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- (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
- (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (f) When dealing with any serious disciplinary process a translator should always be offered to the student, even if it is felt that they have sufficient English to understand. This can be done via Skype or a conference call with the parents or agent, or another person known to the school or student. This is very important.
- (g) a copy of this policy setting out the rights which the student has when engaging in the disciplinary process.

#### **References or Sources:**

1. [https://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/Tertiary-and-International-Learners-Code-2021/NZQA\\_Pastoral-Care-Code-of-Practice\\_English.pdf](https://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/Tertiary-and-International-Learners-Code-2021/NZQA_Pastoral-Care-Code-of-Practice_English.pdf)

#### **Review Details:**

<b>Review Date</b>	<b>Reviewed by</b>
May 2022	SWA
<b>Review cycle:</b> 3 years	<b>Due date for Review:</b> May 2025

#### **Management Contact:**

- International Director