

# Timaru Girls' High School

**ACCOUNTABILITY TO THE  
CODE OF PRACTICE  
FOR THE PASTORAL CARE OF INTERNATIONAL STUDENTS  
2016**



## TABLE OF CONTENTS

---

### **Part 1: General**

1. Information
2. Offshore Students
3. Group Students

### **Part 2: Marketing, Recruitment and Enrolment of International Students**

4. Provision of information to prospective international students
5. Prospectuses and promotional material
6. Assessment of prospective international students
7. Accepting international students for enrolment
8. Staff members representing signatories overseas
9. Annual review of information
10. Immigration requirements

### **Part 3: Contracted Agents**

11. Recruitment agents
12. Accommodation agents

### **Part 4: Contracts and Indemnity**

13. Contractual and financial obligations of signatories
14. Indemnity

### **Part 5: Welfare**

15. Support Services
16. Monitoring student attendance to ensure student welfare

### **Part 6: Accommodation**

17. Accommodation provisions
18. Homestays
19. Boarding establishments
20. Designated caregivers
21. Temporary accommodation
22. Residential caregivers
23. Police Vetting of accommodation for students aged under 18

### **Part 7: Grievance Procedures**

24. Internal grievance procedures
25. International Education Appeal Authority
26. DRS Review
27. NZQA International Review Panel
28. Review panel decisions

### **Part 8: Applications and Monitoring**

29. Applications
30. Monitoring

### **Part 9: Administration**

31. Transitional arrangements
32. Amendments to the Code
33. Transfer of the administration of the Code

### **Code of practice for the Pastoral Care of International Students**

## PART 1: GENERAL

---

### 1. INFORMATION

#### CODE OF PRACTICE

Timaru Girls' High School is a signatory to the Code of Practice for the Pastoral Care of International Students and has an overriding **International Students' Policy**

Date Code of Practice issued: 04 December 2002

#### STAFF

Mr Andrew Gill	Director of International Students
Mrs Sarah Davis	Principal
Mrs Janine Watkins	Administration Manager
Mrs Mary-Ellen Luyten	ESOL teacher
Mrs Sarah Shaw	Homestay Co-ordinator
Mrs Simone Tulley	Guidance Counsellor

- i. All staff directly or indirectly involved with international students are advised of the existence and content of the Code
- ii. International Department staff are provided with professional development as it relates to their role to assist them to understand and apply the Code
- iii. Pastoral Care of International students

#### PASTORAL CARE

1. Recognises that International students are in a new cultural environment and works towards making their new environment accessible and enjoyable for them
2. Identifies and addresses the needs of the students including those students who have additional needs
3. Assists the students to participate in New Zealand culture by helping them to develop relationships and networks that give them a sense of meaningful participation in New Zealand life
4. Ensures all students have access to grievance procedures
5. Supports the students in achieving their goals
6. Develops best practice within the export education industry

**Appendix 1: International Student Policy**

### 2. OFF SHORE STUDENTS

Not applicable

### 3. GROUP STUDENTS

**Appendix 2: Procedures for Group Students**

## Part 2: MARKETING, RECRUITMENT and ENROLMENT OF STUDENTS

## INTERNATIONAL

---

### 4. PROVISION OF INFORMATION TO PROSPECTIVE STUDENTS

There is available to International agents and students in the following forms:

- Personal contact with the Director of International Students
- International Students Handbook
- Web site [www.timarugirls.school.nz/international](http://www.timarugirls.school.nz/international)
- CDs
- School Prospectus

This includes:

- Application Form
- Fees
- Refunds Policy
- Tuition Agreement
- Medical & Travel Insurance
- Accommodation and transport Information
- Application for a Student Visa

**5. Prospectuses and Promotional Material**

As above

**6. Assessment of prospective International Students**

International students are assessed on arrival in the school for their level of written and oral English by either of the two ESOL teachers.

Intensive ESOL tuition will be provided if required before the student is accepted into mainstream classes

If required, additional English tuition will be provided outside the school, at a cost to the natural parent, until the student has reached an appropriate level of competency.

**7. Accepting International Students for Enrolment**

Offers of course placement to a student are based on an assessment of the student which include

- Her age
- Her school report from her previous school
- Her written and spoken English assessment

A student must have

1. Have paid her fees in full to the end of the year. This includes:
  - i) Tuition Fee
  - ii) Homestay Fee
  - iii) Activities Fee
  - iv) Uniform Fee
  - v) Insurance (or evidence of purchase)  
*(The school uses Southern Cross Insurance changed from Orbit ) after a review of the provider was completed)*
2. Have a valid Student Visa or a Visitor's Permit (12 weeks)
3. Have completed her Application Form
4. Have a clear Health check
5. Have signed the Enrolment Form which agrees to the Tuition Agreement, Homestay Contract and Refund Policy, signed by the parents.

***Appendix 3: Tuition Agreement***

***Appendix 4: Homestay Agreement***

**WITHDRAWAL**

1. Withdrawal may occur for the following reasons:
  - Voluntary
  - Where a student is not fulfilling attendance/study requirements
  - Exclusion or Expulsion
  - Failure to pay fees
  - Criminal behaviour
  - Illness
2. The following action is to be taken following confirmation from the agent or natural family:
  - Fill out Withdrawal form (Grey card)

- Evidence of Outward travel ticket to be sighted

- Financial accounts to be checked by the Administration Manager. Homestay and
- Activity money will be refunded to the parents' bank account. Tuition Fees will be refunded as per the Policy on the Refund of Student Fees
- The homestay family must be given three weeks' notice or three weeks payment in lieu
- Notification to NZ Immigration that a student has withdrawn

*Appendix 5: Refund Policy*

*Appendix 6: Protection of International Fees*

#### **8. Staff members representing the school overseas**

Currently all marketing and recruiting trips are carried out by the Director of International Students

#### **9. Immigration Requirements**

1. A current student visa for full time students
2. A current visitor's permit for short courses less than three months
3. Copies of the passport's front page and visa are held by the School and Passports are held in International Office Safe.
4. When a student's visa is due to expire, students must seek a renewal of their visa at least six weeks before the expiry date. This process will be managed by the Director of International Students where necessary
5. Where a student does not have a Student Visa and arrives on a Visitor's permit, they will be assisted in obtaining a Student Visa by the Director of International Students. There is not the preferred option.
6. Students who intend to study in New Zealand for two years or more may require Police clearance and medical certificates. It is preferable that this is done before arrival but obtaining these will be facilitated by the International Director if necessary.
7. Transferring to/from another school – The International Director will notify New Zealand Immigration Service
8. Limited Work Permit (20 hours pw) – the International Director will apply to New Zealand Immigration Service
9. The International Director will notify the New Zealand Immigration Service immediately if an International Student's enrolment has been terminated.

New Zealand Immigration Service  
 State Insurance Building  
 61-75 Rangitikei Street  
 PO Box 948  
 PALMERSTON NORTH  
 Ph: 0508 55 88 55/ Fax: 06 952 6910

### **Part 3: CONTRACTED AGENTS**

---

#### **10. Recruitment and Accommodation Agents**

1. Contracted Agents are advised of their need to comply with the Code of Practice.
2. A link to the Code of Practice is provided on the school website.

3. Agents must have a written contract with Timaru Girls' High School that affirms their commitment to the Code. Breach of the Code will result in termination of contract.
4. Reference checks on a potential agent.

#### **Appendix 7: Agent Certificate of Appointment**

**Action Points:**

The *Agent's Contract* was updated December 2016 – updated every three years.

### **Part 4: CONTRACTS AND INDEMNITY**

---

#### **11: Contractual and Financial Obligations**

All contractual and financial dealings between Timaru Girls' High School and their agents and their students will be conducted in a fair and reasonable manner.

All contractual and financial dealings between Timaru Girls' High School and their agents and their students will be recorded in writing and a copy of the agreement given.

Outcome of the most recent evaluation results by quality assurance authorities.

Current compliance notices and conditions imposed.

Core components of insurance required of students.

#### **12: Indemnity**

Timaru Girls' High School is responsible for its own compliance with the Code and indemnifies the Director of International Students against all expenses, losses, damages and costs incurred by or warded against the International Director arising out of any claim by any person in relation to:

1. The breach of any provision of the Code
2. The manner of performance of any of Timaru Girls' High School's obligations under the Code
3. Any false, misleading or deceptive conduct of Timaru Girls' High School

The principles of fairness and natural justice will be applied in the consideration of any claim under this section

### **Part 5: WELFARE**

---

#### **13: Support Services**

##### **Pastoral Care**

Director of International Students who will call on appropriate persons as required.

Pastoral Care will include:

1. Orientation
2. Assistance to students finding difficulty adapting to a new cultural climate
3. First Language assistance
4. Counselling services
5. Medical, Health, dental and Optometrist Services
6. Advocacy procedures
7. Support staff
8. Grievance procedures
9. For students under 18, an orientation programme or information must be offered for accompanying parents/caregivers.

### **Counselling and Support**

Support for International Student welfare is consistently available from staff within the International Student Department. The school Deans and Guidance Counsellor and Rector provide in-school support with outside help being available if necessary.

If the student needs support from someone who speaks the same language, that help will be sought. Pathways to further study and employment, and labour market rights, entitlements and protections.

### **Complaints Procedures for Students:**

1. Students may like to put their complaint in writing.
2. If a student is not confident with her spoken English and wants someone else to accompany them when discussing the matter, they are welcome to do so.
3. When the complaint has been received, the matter will be discussed with the student before deciding what future action should be taken.
4. The person about whom the complaint has been made, as well as anyone else who may have had a part to play in the incident or who may be able to clarify events will be interviewed. Written statements will usually be taken. The Management team will then decide what steps will be taken as a result of the investigation.
5. Once a concern has been considered, an answer will be provided or an action taken by the school within 14 days. If the student is not satisfied that their concern has been adequately remedied, then he may wish to take her action further. You should approach the Rector, through the Administration Office, to do this.
6. Signatories must be familiar and comply with the Disputes Resolution Statement (DRS) rules and
7. Failure to comply may trigger sanctions by the code administrator.

Note: Depending on the nature of the complaint, the matter may be referred to the Board of Trustees for consideration and action. Your complaint will be treated in confidence. However, in the interests of natural justice, the person about whom a complaint is made must have the opportunity to hear and read all the details about the complaint and to reply to it.

Timaru Girls' High School is a signatory of the Code of Practice for the Pastoral Care of International Students. If you believe that Timaru Girls' High School has breached the Code of Practice and you have not been able to solve or settle your issue following the schools internal complaints procedure, you may contact the International Education Appeal Authority (IEAA), Ministry of Education, P O Box 1666, Wellington

**Students are safeguarded through the school HEALTH AND SAFETY POLICY which includes the following procedures: *APPENDIX 8***

***Harassment***

***Racial Harassment***

***Sexual and Physical Abuse***

***Bullying***

### **14. Monitoring attendance to ensure student welfare**

An electronic roll (KAMAR) is used at Timaru Girls' High School to monitor student attendance. Clear communication with both parents and staff ensures that a high attendance rate is sustained from all students.

The Director of International Students (along with their form teacher) receives a weekly report of International Student class attendance, thus retaining an overview of the boys' general attendance.

## **Part 6 : ACCOMMODATION**

---

### **15. Accommodation Provisions**

A Homestay Co-ordinator is employed to find suitable accommodation for International Students attending Timaru Girls' High School and to provide support for students in their homestay relationships. The Homestay Co-ordinator spends time with the girls' in the first weeks of school, continuing to meet regularly with the girls' to check on their homestay arrangements.

Serious concerns re student homestay situations are referred to the Director of International Students.

Students are placed in approved Homestay Care, Timaru Girls' High Boarding Hostel or with approved caregivers.

**16. Homestays**

1. Robust procedures are in place for the selection and monitoring of homestay carers and residences.
2. Clear assessments are made on the suitability of the carer, the residential facilities and the provision of a safe physical and emotional environment.
3. A Homestay Handbook is given to Homestay Parents with clear guidelines for care and advice on best practice for high quality residential services to international students.
4. The Homestay Co-ordinator meets regularly with the students to ensure that the homestay accommodation is suitable.
5. Homestays are visited in their homes at least four times each year.

**17. Boarding Establishments**

1. The Timaru Girls' High School Boarding Hostel – is a licensed hostel.
2. The same guidelines applied to suitability of homestay arrangements is also applied to boarding establishments.

**18. Designated Caregivers**

1. An indemnity document signed by the international student's parents (not an agent) is a prerequisite for parents who designate a relative or close family to provide accommodation for their child. This is subject to the accommodation being approved by the school.

**19. Temporary Accommodation**

1. Temporary accommodation used by the school for International Students must comply with Code of Practice requirements as stated in the above homestay situations.

**20. Residential Caregivers**

1. Full information of current residential caregivers is held by both the Homestay Co-ordinator and the Timaru Girls' High School Administration Office.
2. A Homestay Handbook is given to all caregivers. This contains essential information in helping ensure that they have a full understanding of what is required. This is reinforced with frequent contact by the Homestay Co-ordinator.

**21. Police Vetting**

1. All Homestay Caregivers, persons aged 18 years or over who live in the homestay environment and Staff of the International Student Department must be Police vetted every 3 years.
2. Collated records of Police Vetting are held in the school administration office.

**Part 7: GRIEVANCE PROCEDURES**

---

**22. Internal Grievance Procedures**

1. The School internal grievance complaints procedures apply to complaints received via/about the International Student Department.

**APPENDIX 9: Complaints Procedures**

**23. DRS**

The DRS (Disputes Resolution Scheme) is an independent body established to deal with complaints from international students about pastoral care aspects of advice and services received from their education provider or the provider's agent's.

**24. DRS Decisions**



Timaru Girls' High School affirms that a decision made by the DRS through NZQA in response to a complaint will be binding on all affected parties.

**25. NZQA Disputes Resolution Scheme (DRS)**

The Review Panel is established by the Secretary for Education to consider recommendations made by the DRS and NZQA where the NZQA considers that signatory has committed a serious breach of the Code or has not satisfactorily complied with a sanction imposed by the NZQA

**26. Review Panel Decisions**

Timaru Girls' High School recognises the NZQA DRS decision is binding on all affected parties.

## **Part 8: APPLICATIONS AND MONITORING**

---

**27. Applications**

Timaru Girls' High School is a signatory to the Code of Practice for International Students.

**28. Monitoring and Review**

Timaru Girls' High School annually reviews their performance and the accuracy and relevance of all information provided to prospective and enrolled international students to ensure compliance with the Code of Practice.

## **Part 9: ADMINISTRATION**

---

**29. Administration**

Amendments to the Code will be communicated to the school by the Administrator of the Code.

Specify the criteria used to approve applications to become Code signatories.

This section specifies new processes for the Code Administrator to monitor signatories' performance under the Code, investigate alleged Code breaches, and impose sanctions where appropriate. These reflect the new powers conferred to the Code Administrator in the Education Amendment Bill.

To ensure the transparency and consistency of the Code Administrator's actions (given its increased functions and powers),

- Help publicise the code amongst education providers and students.
- Disseminate information for the purposed of educating the sector and/or demonstrating the process of decision making.
- Report serious and systemic issues to relevant education quality assurance authorities.
- Report and publish a summary of an investigation and outcome of a breach of code (subject to appropriate safeguards and privacy protections) for the purposes of education and accountability.
- Report annually on its activities in administering the Code.

## **APPENDIX 1**

1. To foster international understanding and prepare students for life in a global world by integrating overseas students into the programmes of Timaru Girls' High School
2. To enrich the educational experiences of International Students by providing opportunities for them to be involved in the academic, sporting and cultural life of the school

3. To provide a safe, caring environment for International Students in line with the Code of Practice for the Pastoral Care of International Students
4. To enable the school to provide improved facilities and educational opportunities for all students through the strengthened financial position generated by fee-paying students
5. To market and recruit fee paying international students

## PROCEDURES

1. International students must fulfil the requirements of the New Zealand Immigration Service and be legally entitled to enrol at Timaru Girls' High School
2. Fee paying International Students shall not exceed 5% of total student enrolments without the prior approval of the Board of Trustees. A balance of nationalities will be maintained where possible
3. Timaru Girls' High School will be a signatory to the Ministry of Education *Code of Practice for the Care of International Students* and undertakes to abide by it. will ensure that all agencies working for it shall be aware of the contents and spirit of the Code of Practice and shall not operate in breach of it
4. The Director of International Students will recruit international agents as he deems necessary. Agents will sign a *Certificate of Appointment* and receive a negotiated commission of 15% of the tuition fee once the student has commenced her course.
5. Timaru Girls' High School shall provide a safe, supportive environment for International Students with appropriate pastoral care and guidance, including an orientation programme and ESOL assessment, to enable them to be put into academic programmes that allow them to gain maximum benefit and fulfil their potential within the New Zealand education system.
6. Fees for International Students shall be set annually by the Board of Trustees and shall reflect the costs generated by the student in the school. Fees including tuition, homestay, activities and uniform are required to be paid into the school's bank account if possible one term before arrival. The fees relate to the calendar year. In the event of the student completing a full year, a full year's fees are required.
7. Funds generated from International Students fees shall be identified in a separate section of the school accounts with an annual budget. Homestay fees, activity fees and uniform expenses will be kept separately. A contingency fund shall be retained each year. The Business Manager will consult annually with the International Committee on the disbursements from the possible surplus in the International Student account at the end of each financial year.
8. Fee Paying International Students will be offered the opportunity of a homestay experience or a hostel boarding experience. Numbers of international students accepted in the boarding hostel will be controlled by suitability for boarding hostel life and the places available.
9. All fee paying International Students must hold Health Insurance. This may be obtained by the student prior to arrival or will be done by the school through Orbit Protect Insurance.
10. Parents of fee paying International Students must sign the Tuition Agreement following their acceptance into the school. This Agreement includes the Policy on Refunds and the School Rules.
11. International Students must comply with the laws of New Zealand and the rules of Timaru Girls' High School. Serious breaches will be dealt with as appropriate by the New Zealand Police and courts system or by using the Ministry of Education's regulations on *Standdowns, Suspensions, Exclusions and Expulsions*. They may result in the student being sent home and her Student Visa cancelled.
12. Marketing
  - a. Trips: The Director of International Students or her delegate will undertake two international trips per year to recruit agents, enrol students and visit current students' families.
  - b. Promotions: Timaru Girls' High School will promote itself via
    - i. *Trade & Enterprise New Zealand*
    - ii. *Study in New Zealand Secondary Education APN Educational Media*
    - iii. *International Students Handbook*
    - iv. *Education South Canterbury* of which the school will be a member
    - v. [www.timarugirls.school.nz](http://www.timarugirls.school.nz) web site
    - vi. *as suitable opportunities arise*
  - c. Countries
    - Japan
    - Thailand
    - China
    - Hong Kong
    - Korea
    - India

- South Pacific

13. The International Committee shall comprise the Principal, the Board Chairman, the Director of International Students, the Administration Manager.

## APPENDIX 2

### POLICY

### GROUP INTERNATIONAL STUDENTS

*Group students means:*

- International students holding a group visa issued by the New Zealand Immigration Service; or*
- Two or more international students studying together in New Zealand for no more than three calendar months on a group visit organised by a provider*

#### **Rationale:**

**Timaru Girls' High School** has a Group Student policy

- To ensure the safety, well-being of the students and the quality of academic and social education of all groups on International students studying at Timaru Girls' High School
- To ensure compliance with the Ministry of Education's Code of Practice for the Pastoral Care of International Students
- To manage the risks for the student visitor and the school and New Zealand's reputation as an educational destination

#### **Purpose:**

1. Timaru Girls' High School's policies and procedures relating to the Code of Practice will also apply to Group Students including the procedures for enrolment and accommodation, and the material in the International Student Handbook
2. Information given to group students will be adjusted to meet the requirements of the particular group and the period of study. Such information will be provided in writing and separately.
3. An application/enrolment form will be completed for each student giving full contact details and any special health, learning or other needs.

For students under 18 years, individual forms must be signed by the parent and form the contract between the school and the parent.

4. All group student arrangements and conditions shall be set out in an agreement to be signed by the Director of International Students and the group organiser.
5. Supervision will be provided for all groups 24/7. Where supervision is provided by the group organizer, the Director of International Students has overall responsibility for all aspects of the supervision and will ensure that accompanying staff have the appropriate skills, knowledge and attributes to provide appropriate supervision. If the accompanying staff do not have these skills, the Director of International Students will provide additional appropriate staff.

The Director of International Students or her nominee will ensure:

1. That all adults over the age of 18 in the accommodation have been police vetted and that checks are made to ensure a high standard of facilities and care is provided
2. That all students have access to a first language support person 24/7.
3. That if any of the students are accommodated in Thomas House or another boarding establishment (accommodation housing five or more international students) the boarding establishment complies with local body by-laws, all the adults living and working in the boarding establishment are police vetted, and the accommodation and personnel are checked out for suitability.
4. That any temporary accommodation complies with the Code

5. That the students are appropriately supervised at all times and that the supervisors have relevant training and skills for each activity and that the ratio of supervisors to students is adequate. (EOTC Guidelines will be used)
6. That all parties are informed of an appropriate complaints process and that all complaints to do with the school are given in writing to the Director of International Students as soon as possible after they occur.

## **GUIDELINES FOR THE AGREEMENTS BETWEEN TIMARU GIRLS' HIGH SCHOOL AND THE ORGANISERS OF GROUPS OF INTERNATIONAL STUDENTS STUDYING AT THE SCHOOL**

### **Rationale:**

- To ensure the safety and well-being of the students using the premises
- To ensure the facilities promote quality academic and social educational experiences for the group
- To protect the school's reputation
- To set out the roles and responsibilities of the provider and the organizer

Timaru Girls' High School will ensure:

- That the school has the appropriate insurance cover to cover for accidents or mishaps occurring or derived from school property or equipment
- That a procedure is set up for contacting the Director of International students in the event of an accident, emergency or incident that occurs on school property or involves school personnel

The group organizer will ensure:

- That the parents have been fully informed of the programme offered by the school and has obtained their approving in writing for their child to participate in the programme
- That he/she has the medical details of all the students and the contact details of all the students in their home country and in New Zealand available for use in an emergency
- That all students are given 24/7 contact cards/details for use in an emergency
- That all students have current correct visas
- That all students have appropriate medical and travel insurance
- That the International Director is fully informed in writing of details of the programme and is notified of any change to the arrangements

## **APPENDIX 3**

### **TUITION AGREEMENT**

**Upon acceptance by Timaru Girls' High School of the Student named in the application the following terms and conditions shall apply:**

1. The School shall provide tuition in accordance with the New Zealand Ministry of Education Code of Practice for the recruitment, welfare and support of international students.
2. The School shall arrange homestay in accordance with the homestay agreement set out in Schedule 3.
3. The parents or legal guardians of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Director of International Students [or such other person as may be appointed by the School] to:
  - 3.1 Receive information from any person, authority or corporate body concerning, the Student including, but not limited to, medical, educational or welfare information;
  - 3.2 Provide consents in respect of any activity carried out and authorised by the School;
  - 3.3 Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand;
  - 3.4 Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents;
  - 3.5 Except in so far as is provided for in their Agreement, the legal responsibility, and legal guardianship of the Student shall remain with the parent/guardians. The parents/guardians shall ultimately be responsible for important decisions for the Student while he is in New Zealand;

4. The Parents irrevocably authorise the Director of International Students to advise the Student's homestay hosts of all matters and information pertinent to the Student's life at school, and to receive such information in substitution for the Parents.
5. The Parents agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School.
6. The School shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:
  - 6.1 Any damage or harm caused to the Student or the Student's property arising out of the Student's homestay;
  - 6.2 Any damage or harm caused to the Student or the Student's property while attending the School unless the harm was as a result of gross negligence on the part of the School;
  - 6.3 Any damage or harm caused to the Student or the Student's property out of normal school hours and in case of the Student's property, shall not be responsible for any damage to such property that may occur outside the School's premises.
7. Without restricting clause 6. subject to clause 8, the School's liability in relation to the supply of services to the Parent is limited to the amount of fees paid by the Parent for the provision of the services in respect of which liability arises.
8. Nothing in this Agreement limits any rights the Parents and/or Student may have under the Consumer Guarantees Act 1993.
9. Either party may terminate their agreement at any time upon three weeks written notice. If the agreement is terminated the refunds policy for international students as outlined in Schedule 1 shall apply ("refunds policy").
10. It is acknowledged that the regulations pertaining, to the suspension, exclusion and expulsion of students, as set out in Section 13-18 of the Education Act 1989 and the Education Rules (1999) shall apply to the Student in New Zealand. Any decision under these provisions to expel or suspend the Student for an unspecified period shall terminate this agreement and the refunds policy shall apply. The Parents shall have no claim in damages or for any compensation if this agreement is terminated in these circumstances.
11. Neither party shall be in default or in breach of their obligations under the agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
12. This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with the agreement, the Parents irrevocably submit to the jurisdiction of the courts of New Zealand, agree that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
13. The Parents agree that the Student will comply with such school rules and policies as are in force from time to time including the school rules for international students set out in Schedules 2A, 2B and 2C.
14. If application for homestay has been made on behalf of the Student then this shall be subject to the undertakings and agreements set out in Schedule 3.
15. Notice given under this agreement must be in writing and given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 10 days after posting.
16. This agreement shall consist of the application for tuition, application for homestay (if required) and the tuition agreement including the attached Schedules 1, 2 and 3. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the agreement may be changed by the School in writing to the Parents and shall continue in force while the Student is enrolled with the School.
17. The Parents acknowledge that:
  - a. Personal information of the Parents and/or Student collected or held by the School is provided and may be held, used and disclosed to enable the School to process the application for tuition, provide tuition and homestay services to the Student, provide to the Student and/or Parents advice or information concerning products and services the School believes may be of interest to the Student and/or Parents and to enable the School to communicate with the Student and for Parents for any purpose;
  - b. All personal information provided to the School is collected and will be held by the School at  
Cain Street  
Timaru, New Zealand.  
Phone [64] 3 688 1122  
Email: gillan@timaruboysschool.nz

- c. If the Student/Parents fail to provide any information requested in the application for tuition, the School may be unable to process the application;
- d. The Student/Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them. The Student/Parents authorise the School to obtain at any time from any person or entity any information it requires to process and/or accept the application for tuition or to perform or complete any of the other purposes. Under the Agreement the Student/Parents authorise any such person to release to the School any personal information that person holds concerning the Student/Parents

## APPENDIX 4

### HOMESTAY AGREEMENT

1. I guarantee the good behaviour of the student in New Zealand. I understand that unacceptable behaviour on the part of the student in homestay may lead to termination of the student's enrolment at Timaru Girls' High School.
2. I undertake to pay \$240 per week, to be paid in an annual lump sum to the School to cover board payments. Timaru Girls' High School will make payments to the homestay.
3. I understand that the student may not make national, international and cell phone calls from the homestay premises unless the charges are reversed. If any such calls are made I guarantee to reimburse the homestay for any costs.
4. I undertake that the student will not leave the homestay for another permanent address without the knowledge and permission of the homestay supervisor. Flitting is not permitted.
5. I undertake that the student will give the school at least three weeks' notice before leaving the homestay. The student will pay 3 weeks board from the date of giving notice to the school, whether or not he remains in the homestay during that period.
6. I understand that the school may communicate personal information relating to the safety and well-being of the student to the homestay parents.
7. I understand that the homestay parents may communicate personal information relating to the safety and well-being of the student to the school.
8. I accept that when the student stays away from the School the adults caring for him shall be allowed to set such rules and conditions necessary for the care, safety and control of the student as determined in the "Homestay Responsibilities". At all times, Host Families or School staff shall determine what are safe times and conditions for the student to visit shops, restaurants, theatres and other places of entertainment or social gatherings in the Timaru area.
9. The student will always inform the hosts as to her whereabouts, what time he will be home and leave a contact phone number. The student will always telephone the host family if they will be late or if they do not require an evening meal.
10. The School Internet agreement also applies within the homestay situation. Access to pornographic or inappropriate sites is not permitted. If a student wishes to connect to the Internet in the homestay, he must pay for connection to an *Internet Guardian* if that is required by the homestay parent.
11. Students must have the school travel form completed by the "Parent/Guardian/Agent" and the homestay family before travel plans outside of Timaru are made. Permission of the Homestay Co-ordinator is essential.
12. The student must keep her room tidy and assist in the family home when asked.
13. Should there be a serious breach of any of the rules referred to in this contract then her education may be immediately terminated, and the student immediately returned to her own home. **There shall be no refund of school or other fees. The cost of travelling home shall be paid by the parents/guardians.**
14. This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Parents irrevocably submit to the jurisdiction of the courts of New Zealand, agree that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1908 within New Zealand and waives any objection to proceedings in any such court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## APPENDIX 5

### REFUND POLICY

**This policy fulfils the requirement under the Code of Practice for the Pastoral care of International Students.**

This policy is based on Section 4B [7] of the Education Amendment [No 4] Act 1991

1. Where at any time an international student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid (in respect of the Student's enrolment in the subject, course, or programme) the amount of fees referred in subsection (1) of this section (or the sum of any instalments paid in respect of those fees) any amount it thinks appropriate not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:
  - a. The Board's best estimate of the cost to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject course, or programme for one Student up to that time;
  - b. An amount that is in the Board's opinion an appropriate reflection of the use made by the Student receiving tuition in the subject, course or programme of the Board's capital facilities;
  - c. The appropriate proportion of the amount (if any) prescribed under section 40 of the Act for a Student receiving tuition at a state school in the subject, course or programme;
  - d. All other fees (if any) prescribed by the Board.
2. In order to be eligible for any refund the parent/legal guardian must apply in writing to the Board of Trustees, setting out the special circumstances of the claim. In arriving at their decision the Board will take into consideration the special circumstances of the withdrawing student and:
  - a. costs already incurred by the Board
  - b. the salaries of the teachers and support staff and any other components of the fee already committed for the duration of the course
  - c. an amount which covers use of the facilities and resources to date of withdrawal.
  - d. Except in exceptional circumstances, no refund is payable to a Student who withdraws in the second half of the course. In the case of a full year Student the second half of the course commences on the first day of Term Three.

### **Explanation**

If there is a change of mind before the student comes to New Zealand, full fees are refunded, minus the \$500 administration fee.

If the Student wishes to withdraw after arriving in New Zealand no refund will be made except in the case of:

1. A return home because of the Student's serious illness
2. A return home because of death or serious illness of a close member of the Student's family.

In these cases under New Zealand law the School must retain amounts to cover costs already incurred. The balance will be returned. Medical evidence must be provided.

Students who are insured with UNICARE may have the balance of their fees reimbursed by that company.

**NO** refunds will be made where Students are asked to leave the School because of misbehaviour, poor attendance or violation of the rules regarding motor vehicles, alcohol or drugs.

**NO** refunds will be made where Students wish to transfer to another school for whatever reason.

**NO** refunds will be made where students return home for any reason other than the Student's serious illness or death or serious illness of a close member of the family.

**NO** refunds will be made where students acquire Permanent Residence after having enrolled at Timaru Girls' High School.

## APPENDIX 6

### PROTECTION OF INTERNATIONAL FEES

Timaru Girls' High School will ensure that all International Students' fees are protected in the event that the school is unable to offer tuition to International Students or in the event that a student is required to return home or is transferred to another institution.

The policy fulfils the requirement under the Code Of Practice for the Pastoral Care of International Students.

#### Guidelines:

- All fees received from International Students are recorded as 'fees in advance' and held in a separate school bank account.
- Funds are held in the bank account, with larger amounts invested for a fixed term, until such time as they have been earned. Fees are then recognized as revenue and are available for spending.
- The Board will always hold sufficient funds so that fees can be returned to students if a course is unable to be provided.
- All students attending Timaru Girls' High School are required to take insurance which guarantees under Section 1B Additional Expenses, Section 1 (c) cover for students due to "the unforeseen insolvency, regulatory closure or withdrawal of accreditation of any education provider". This policy also provides an extensive travel and medical cover. A copy of the Insurance Policy must be provided to the School.

## APPENDIX 7

### AGENT CERTIFICATE OF APPOINTMENT

*between*

**TIMARU GIRLS' HIGH SCHOOL  
(EDUCATION PROVIDER)**

*and*

*(hereafter referred to as "AGENT")*

Whereby TIMARU GIRLS' HIGH SCHOOL appoints the AGENT as a Representative of TIMARU GIRLS' HIGH SCHOOL for all the courses and programmes offered by TIMARU GIRLS' HIGH SCHOOL, on the terms specified below:

#### A. THE EDUCATION PROVIDER

1. TIMARU GIRLS' HIGH SCHOOL agrees to give the AGENT the authority to introduce and recommend individual students to TIMARU GIRLS' HIGH SCHOOL in accordance with the admission standards and policies of TIMARU GIRLS' HIGH SCHOOL, and/or any other guidelines agreed by both parties.

#### Information

2. TIMARU GIRLS' HIGH SCHOOL shall endeavour to provide the AGENT complete and up-to-date information on TIMARU GIRLS' HIGH SCHOOL with regard to the programmes, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counselling of prospective students. At its own expense the TIMARU GIRLS' HIGH SCHOOL shall provide the AGENT with adequate stocks of current prospectus, information leaflets, application forms and other useful promotional materials.
3. TIMARU GIRLS' HIGH SCHOOL shall answer any enquiries and send all correspondence and related documents to the AGENT promptly via the most efficient means.
4. TIMARU GIRLS' HIGH SCHOOL shall send all the necessary documents to the AGENT for student passport procedures and visa application before receiving fees remitted from the AGENT.

#### Commission Payments



5. For each individual student enrolled at TIMARU GIRLS' HIGH SCHOOL, following recommendation by the AGENT, the TIMARU GIRLS' HIGH SCHOOL shall pay to the AGENT a professional fee amounting to 15% of every year's tuition fee for academic courses. This fee shall be remitted in the form of Telegraphic Transfer (TT) or International Bank Draft (NZ\$) to the AGENT within four weeks after the student has enrolled at the TIMARU GIRLS' HIGH SCHOOL.
6. Payments will be made only on receipt of invoice, which must include the student's name, student ID number (or date of birth), the courses of study and commencement date.
7. TIMARU GIRLS' HIGH SCHOOL agrees to refund the tuition fee, and any other fee received from the AGENT (less any administration fee and in accordance with the Provider's refund policy) if the student is refused the final visa application.
8. TIMARU GIRLS' HIGH SCHOOL reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.
9. TIMARU GIRLS' HIGH SCHOOL will not pay a commission if the **AGENT** does not indicate on the Application Form that they represent the student, if the student withdraws from their course of study within the official refund period or if the student has already submitted an application form to the TIMARU GIRLS' HIGH SCHOOL.

#### **Performance of Duties**

10. TIMARU GIRLS' HIGH SCHOOL will arrange homestay accommodation if required.
11. TIMARU GIRLS' HIGH SCHOOL will review the AGENT's performance annually. This could be by way of student satisfaction surveys, interviews.
12. TIMARU GIRLS' HIGH SCHOOL will direct the AGENT to a copy of the Code of Practice for the Pastoral Care of International Students, in AGENT'S own language if appropriate.
13. TIMARU GIRLS' HIGH SCHOOL will advise the AGENT that ethical performance by the AGENT is of paramount importance.

#### **A. THE AGENT**

1. The AGENT shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of TIMARU GIRLS' HIGH SCHOOL the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents requested by the TIMARU GIRLS' HIGH SCHOOL these will then be transmitted to TIMARU GIRLS' HIGH SCHOOL.
2. The services and responsibilities of the AGENT to TIMARU GIRLS' HIGH SCHOOL shall include promotion of TIMARU GIRLS' HIGH SCHOOL, its programmes, and other services including accommodation for students. The AGENT shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.
3. In the advising of individuals and dissemination of information, the AGENT shall take all reasonable measure to ensure that only factual and up-to-date information is given.
4. The AGENT shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to TIMARU GIRLS' HIGH SCHOOL.
5. The AGENT shall submit complete documentation of the student's application to TIMARU GIRLS' HIGH SCHOOL promptly by airmail, or any other efficient method as required.
6. The AGENT shall ensure TIMARU GIRLS' HIGH SCHOOL receives the tuition and any other fees from the students and the AGENT will remit these amounts to the TIMARU GIRLS' HIGH SCHOOL by Telegraphic Transfer (TT) or International Bank Draft (NZ\$) within one week of the student gaining visa approval in principle.
7. The AGENT will not engage in any false, misleading or deceptive conduct or otherwise contravene any of TIMARU GIRLS' HIGH SCHOOL'S obligations under the Code of Practice for the Pastoral Care of International Students.
8. The AGENT confirms that he/she has read and understood the New Zealand Ministry of Education's Code of Practice for the Pastoral Care of International Students, copies of which can be viewed on the Ministry of Education website at [www.minedu.govt.nz/goto/international](http://www.minedu.govt.nz/goto/international). The Agent agrees to comply with the New Zealand Code of Practice for the Pastoral Care of International Students and understands that any breaches of the Code may result in the termination of this agreement.

#### **A. TERMINATION**

**This Agreement is subject** to cancellation by either party on notice of two (2) weeks. The Agreement shall be valid for three (3) years from the date of signature. Any renewal of the Agreement will be negotiated.

If TIMARU GIRLS' HIGH SCHOOL becomes aware that the AGENT is engaging in false, misleading or deceptive conduct or otherwise contravening TIMARU GIRLS' HIGH SCHOOL'S obligations under the Code, TIMARU GIRLS' HIGH SCHOOL will immediately advise the AGENT in writing to cease that activity. If the AGENT fails to cease, TIMARU GIRLS' HIGH SCHOOL will immediately withdraw the AGENT'S accreditation, terminate this Agreement and stop accepting students from the AGENT.

Any dispute that may arise shall be settled in accordance with the laws of New Zealand.

**THE TERMS OF THE AGREEMENT ARE HEREBY AGREED BY:**

**Signed for and on behalf of the TIMARU GIRLS' HIGH SCHOOL:**

Signature: \_\_\_\_\_ Designation: Director of International Students

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

**Signed for and on behalf of AGENT:**

AGENT Signature: \_\_\_\_\_

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

**AGENT CONFIRMATION OF AGREEMENT**

Please complete and return this form to TIMARU GIRLS' HIGH SCHOOL with the above signed *Recruitment Agent Agreement* (keep a copy for your own records)

<b>Agency Name</b>		
<b>Agency Signatory and Title</b>		
<b>Physical Address</b>		
<b>Mailing Address (if different)</b>		
<b>Phone and Mobile</b>		
<b>Fax</b>		
<b>Website</b>		
<b>Email</b>		
<b>Commission Payment Details</b> (Please tick preferred option)	<b>Payment in New Zealand:</b>  <input type="checkbox"/> Cheque  <input type="checkbox"/> Direct Credit	<b>Provide the following when making payment:</b>  <ul style="list-style-type: none"> <li>● Payee Name</li> <li>● Bank Name and Address</li> <li>● Account Name and Number</li> </ul>

	<p><b>Overseas Payment:</b></p> <p><input type="checkbox"/> Bank Draft Preference</p> <p><input type="checkbox"/> Telegraphic Transfer</p>	<p><b>Please provide the following when you send in your Commission Invoice:</b></p> <ul style="list-style-type: none"> <li>● Payee Name, Currency Clearing Country (for Euro Payments)</li> <li>● Bank Name and Address</li> <li>● Account Name and Number</li> <li>● Swift Code/Corresponding Bank</li> </ul>
--	--	---

I have read and understood the conditions of the Contract and I agree to follow them. I have also read the Code of Practice for the Pastoral Care of International Students and agree to comply with the conditions.

Signed ..... (Agent) Date:  
 .....

**Current Agents:**

- AAS Education Consultancy Hong Kong
- Academic Overseas Study Centre Hong Kong
- Get Education and Travel Co Ltd Thailand
- ICC International Cross Cultural Committee
- InterEd (Thailand)
- JTC New Zealand Ltd
- NES Study Abroad Chang Mai
- NZ Study (Thailand) Co Ltd
- OEC Global Education Bangkok
- Scholar Guide (Thailand)
- Sky Unicorn Hong Kong
- Step Up English Timaru

**APPENDIX 8**

**HEALTH AND SAFETY POLICY & Procedures**

**Category: National Administration Guidelines 5 Health & Safety**

**Policy Statement**

Timaru Girls’ High School and its Boarding Hostel are committed to ensuring the safety of staff, students, visitors and contractors by complying with the relevant health and safety legislation, standards and codes of practice.

Students are encouraged to take responsibility for their own health through involvement in education programmes both in and out of the classrooms. The school has a responsibility to help students and staff establish and maintain healthy eating patterns by offering varied and nutritious food choices at school and in the hostel.

To ensure a safe and healthy work environment, a Health and Safety Committee will operate comprised of representatives from Management, the school and the boarding hostel.

## **Guidelines**

1. All staff have individual responsibility for health and safety. Appropriate orientation, training and supervision are to be provided for all new and existing staff
2. All staff are to be informed of, to understand, and to accept their responsibility for eliminating or minimising the potential harm to students and staff at their work place, including contractors, other staff and visitors who are to be informed of any results of our monitoring their work area
3. All staff are to be consulted on, and given the opportunity to participate in, health and safety management
4. Union and other employee representatives are to be consulted regarding health and safety management
5. A safe and healthy working environment is created and maintained. This includes facilities for staff and student health and safety at work
6. There is to be on-going evaluation, review and updating of our compliance with our health and safety programme.

## **Regulations**

- The Health & Safety in Employment Act 1992 and Amendment 2002
- Health & Safety in Employment Regulations 1995 and Amendment 2002
- Health and Safety Code of Practice for State Integrated Primary, Composite and Secondary Schools

## **Procedures**

The procedures as in the Ministry of Education *Health and Safety Code of Practice for State Integrated Primary, Composite and Secondary Schools* will be incorporated as procedures for this school.

Procedures for the following situations related to Health and Safety are with the School Management:

### **HARRASSMENT**

Harassment in all its forms has no place at Timaru Girls' High School or Timaru Girls' High Hostel.

All students and staff have the right to learn, teach, and work and live within a safe and caring environment and in an environment free from humiliation and harassment.

### **RACIAL HARASSMENT**

Racial harassment is behaviour that is uninvited and humiliates or intimidates someone because of their race, colour or ethnic or national origin. It may take the form of verbal comment, written or visual material, or a physical act, drawing excessive or repeated or unfair comparisons about a person's beliefs, ethnic background, physical features or actions that are designed to unfairly identify another person or persons as differing in some manner regarding their ethnic background, physical features or beliefs.

Timaru Girls' High School works to create and maintain a safe multi-cultural environment in the school and hostel where racial harassment is unacceptable and will not be tolerated.

The school appoints a Racial Harassment Coordinator who will also act as a contact person for the school and hostel. The Racial Harassment Coordinator will:

- appoint contact people for racial harassment within the school and hostel.
- raise awareness and understanding that racial harassment is not acceptable through education and promotion of the programme
- arrange for training and guidance for racial harassment contact people and continue to develop a training programme.
- continue to develop guidelines for the implementation of a racial harassment policy including the present guidelines
- co-operate and liaise with management, student groups, unions and other relevant organisations

- ensure that any racial harassment complaints are dealt with quickly, effectively, as sensitively as possible, and in confidence
- ensure that all members of the community have equal access to information regarding racial harassment
- monitor the programme and report regularly to the Board of Trustees
- act at all times within the framework of New Zealand laws including the Human Rights Act 1993 and conduct all of their actions in an unbiased manner with the principals of natural justice being paramount.

## **PROCEDURES**

1. If an International student or International visitor feels that they have been racially harassed, they should approach the Director of International Students
2. Those who racially harass others will be disciplined.
3. Complainants will be supported and will not be victimized for having made a complaint.
4. Details of the complaint will be recorded and the victim advised of the possible avenues of resolution which may include discussion, mediation or seeking more formal legal complaint proceedings.
5. The Director of International Students will familiarize himself with the Racial Harassment handbooks published by the Race Relations Conciliator's Office.

## **SEXUAL AND PHYSICAL ABUSE**

### **PROCEDURES**

1. Staff will identify students possibly at risk. Where a staff member is concerned about a student they may discuss it with a member of the Pastoral Care team and/or the Director of International Students. The Rector should be kept informed.
2. Staff will be receptive and sensitive to students so that the students feel listened to and believed
3. The school will use the most appropriate agencies for sexual abuse and for physical abuse/and/or neglect.
4. Any person may report concerns about abuse to an appropriate person or agency. In the case of a report from a third party to the school, the first course of action will be for the school to direct the third party to a helping agency without becoming involved. The school may be involved at a later date. The school will follow up at a later date to ensure that the matter has been dealt with by the appropriate third party. Where further action is necessary the Director of International Students or her delegate will contact the appropriate agency without identifying the student and seek advice on the appropriate action.
5. Once an agency has been involved, the agency, and where appropriate, the Police, will investigate and the school personnel will act on the advice from those agencies.
6. Whenever a school interview is held with a student, at least two adults of the school community must be present. It is preferable that one of the adults speaks the language of the applicant. When it is with a member of an outside agency at least one adult from the school must be present. The student must have confidence in one of the adults. The welfare of the student is the first priority and whenever that is compromised the interview must be terminated. Any staff members attending such interviews would need to have the ability to make the judgement.
7. Caregivers and ESOL staff will be consulted about changes in behaviour to try to identify a reason except where the student's welfare is likely to be threatened. The agency involved in the cases will be responsible for informing caregivers as they have the skills to handle the situation in the most appropriate way to support the student.
8. Members of the Pastoral Care team and Director of International Students will be the resource people in this area. Staff who have concerns may discuss them with one of these resource people
9. All information/discussions will be confidential to the staff involved. Data will be stored in one secure place. The data will be kept for the duration of the student's stay at the school.

## **BULLYING**

### **Timaru Girls' High School**

1. Reinforces the view that bullying is an unacceptable part of school and hostel life
2. Provides a safe, secure learning, teaching, working and living environment for our students and staff
3. Creates a supportive climate which aims and encourages self-respect and respect for others
4. Provides a suitable counselling service for the victim and the offender.
5. Provides a series of steps that will be taken in instances of bullying

6. Provides a physical environment which engenders appropriate and acceptable behaviour and discourages offensive behaviour and language
7. Values diversity in individuals and the rights of all people.
8. Teaches strategies to deal with harassment
9. Defines offensive behaviour and language in relation to the events of that time and intended impact of these acts with regard to the victim's interpretation of them.
10. Carries out confidential bullying surveys amongst the students annually.

## **PROCEDURES**

**Matters to deal with bullying will be treated confidentially.**

### **STAFF**

1. Watch for early signs of distress in international students.
2. Report all incidents or suspected incidents relating to students to the Director of International Students
3. Offer the victim immediate support or help.
4. Use all your students as a positive resource in countering bullying in general and take time to discuss the issue.
5. Ensure that all accessible areas of the school are supervised at breaks, between periods and before and after school.
6. Model appropriate behaviours and emphasise the equal rights of all members of your classes. Encourage sensitivity towards diversity of people, cultures and ideas.

### **STUDENTS**

1. International students should report all incidents of bullying to the Director of International Students
2. Persons accused of bullying will be informed in the first instance of the complaint.
3. Students who are bullied will be encouraged to describe the events in writing.
4. Students who bully will be required to describe the events orally or in writing. If necessary, a staff member will record the student's oral account.
5. All persons involved in an incident of bullying will be required to participate in a fair resolution process.
6. A report will be written recording the whole matter.
7. The caregivers of the students involved may be contacted by the Director of International Students
8. If further incidents of bullying by the same student occur, the student's caregivers and The International Director will be required to attend an interview to discuss a future course of action, which may include stand down, suspension, exclusion or expulsion.
9. In any incident involving bullying of any kind, a stand down is likely to occur and appropriate follow up action will be taken, such as a written apology, counselling, community service, and the student will be monitored for a period of time on her return to school by the International Director and by the staff member who is dealing with the matter.
10. More serious offences, and subsequent offences are likely to result in the stand down/suspension/exclusion/expulsion of the student(s) concerned.

### **CAREGIVERS**

1. Watch for signs of distress in your student. There could be an unwillingness to attend school, a pattern of headaches or stomach aches, equipment that has gone missing, request for extra pocket money, damaged clothing or bruising.
2. If you think your student is being harassed, inform the Director of International Students immediately.
3. Keep a written record if the harassment persists: Who, What, Where, When.
4. Encourage your student to talk to a teacher or the Director of International Students

## **APPENDIX 9**

### **COMPLAINTS PROCEDURES**

**The School internal grievance complaints procedures apply to complaints received via/about the International Student Department.**

Timaru Girls' High School respects any concerns that may be raised by parents or caregivers, staff, students and community members. The school believes in high standards and in the pursuit of excellence. It is keen to listen to and learn from any valid concerns raised about the school. To ensure that all concerns are dealt with effectively and fairly the standard process outlined should be adhered to.

#### GUIDELINES

1. Complaints will be dealt with according to written procedures and by all relevant awards, collective agreements and statutes
2. Complainants are encouraged to put their complaint in writing. The school office has a Complaints Form to assist. This can be completed at school or forwarded to the complainant. It will be acknowledged in five days
3. When a member of Senior Management, Guidance Counsellor, dean, teacher, or Hostel Manager receives a complaint, he or she will discuss the matter with the complainant before deciding what further action should be taken. If the complainant wants someone else to accompany them when the matter is being discussed, they are welcome to do so
4. Depending on the nature of the complaint, the matter may be referred to the Board of Trustees for consideration and action. Complaints will be treated in confidence. However, in the interests of natural justice, the person about whom a complaint is made must have the opportunity to hear and read all details about the complaint, and to reply to it.

#### PROCEDURES

##### Making a complaint.

The school expects the following steps to be taken by a complainant:

1. Contact the person whom the concern involves
2. If unresolved, contact the Dean of the appropriate year level
3. If still unresolved, contact the Rector
4. If there is no satisfaction from the previous steps, make a complaint in writing to the Board of Trustees.

#### COMPLAINTS PROCEDURES FOR INTERNATIONAL STUDENTS

1. If you have a concern or complaint about
  - a member of staff
  - a student
  - your host family
  - your course
  - your finances

You should approach the **Director of International Students, Mr Gill**, Mr Kyle Smith ESOL teacher or Sarah Shaw, Homestay Coordinator.

2. You may like to put your complaint in writing
3. If you are not confident with your spoken English and want someone else to accompany you when you discuss the matter, you are welcome to do so
4. If you do not feel able to talk or write to Mr Gill, Mr Smith or Sarah Shaw, then you should approach Mrs Bunting in the office.
5. When the complaint has been received, the matter will be discussed with you before deciding what further action should be taken.
6. The person about whom the complaint has been made, as well anyone else who may have had a part to play in the incident or who may be able to clarify events will be interviewed. Written statements will usually be taken. They will then decide what steps will be taken as a result of the investigation.

7. Once your concern has been considered, an answer will be provided or an action taken by the School or hostel within 14 days. If you are not satisfied that your concern has been adequately remedied, then you may wish to take your action further. You should approach the Rector, through the School Office to do this.

**Note:** Depending on the nature of the complaint, the matter may be referred to the Board of Trustees for consideration and action. Your complaint will be treated in confidence. However, in the interests of natural justice, the person about whom a complaint is made must have the opportunity to hear and read all details about the complaint, and to reply to it.

## External Grievance Procedures

### Complaints to NZQA and the dispute resolution scheme

In addition to the internal grievance procedures above, you must also make it clear that if the student's complaint is not resolved via your internal process, that they can contact the New Zealand Qualifications Authority (NZQA), who will process their complaint.

NZQA will be the first point of contact for all complaints about the Code and will investigate complaints about suspected breaches of the Code. NZQA also has the authority to apply sanctions to schools where breaches are found to have occurred.

Raising a complaint with NZQS will not adversely affect the immigration status of students. Students can download the Complaint Form. Complete complaint forms, along with support evidence, can be sent to:

The Complaints Officer  
New Zealand Qualifications Authority  
PO Box 160  
Wellington 6140

Or

Email or scan the complete form along with scans of any supporting evidence to [schoolcode.enquiries@nzqa.govt.nz](mailto:schoolcode.enquiries@nzqa.govt.nz)

For more information on the complaint process, students can contact NZQA on 0800 697 296.

Furthermore, there is a student-focused information on **How to Make a Complaint**. This brochure should be easily accessible to international students.



## TIMARU GIRLS' HIGH SCHOOL COMPLAINTS FORM

**Timaru Girls' High School has a Policy on Complaints (copy is available from the office).**

In order to maintain positive personal relationships and to correct mistakes or failures within the school and boarding hostel, we must be open to receiving any complaint or expression of concern.

This form gives you the opportunity to formally record your complaint or concern.

*COMPLAINT OR CONCERN REQUIRING ACTION*

(Please use this form. You may attach additional pages if required)

### DETAILS


### STEPS YOU HAVE TAKEN TO RESOLVE THE MATTER SO FAR


### CONTACT DETAILS

<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	
<b>Mob:</b>	
<b>Email:</b>	
<b>Signature:</b>	<b>Date:</b>

You will receive a written response within 14 days of lodging the complaint – this will indicate the outcome or what further action is to follow.

You may post or deliver the complaint form, marked "CONFIDENTIAL" to:

*The Principal/Head of Board  
Timaru Girls' High School  
Cain Street  
TIMARU 7910*

A copy of the completed form will be available to you as your record.

**A copy of the completed form will be available to you as your record**