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**MORRINSVILLE COLLEGE BOARD OF TRUSTEES**

**INTERNATIONAL FEE-PAYING STUDENTS’ POLICY**

**RATIONALE**

The school is willing to offer places to international fee-paying students (IFPS) from other countries as a contribution to international co-operation, understanding and peace, and in order to promote internationalisation. Our goal is for all of our students to become connected global citizens, ready to live and work in the diverse and connected modern world.

The school defines an IFPS as a student who does not hold New Zealand residency or New Zealand citizenship and therefore is not entitled to Ministry of Education funding.

The likely benefits to our school of enrolling IFPS are:

1. To enhance the learning environment of the school by exposing domestic students to a variety of cultures.
2. To improve the international aspect of the College in order to provide a greater understanding of cultures and languages for all concerned.
3. To provide the school with additional funds to enhance quality teaching and learning.
4. To involve the community in an international educational partnership.

The following documentation should be read in conjunction with this policy:

* The Pastoral Care of International Students Code of Practice 2016, including amendments 2019
* Application and Enrolment Procedure
* Managing international students’ safety and well-being procedure
* Stand-down and exclusion procedures for international students.

**Guidelines**

The Principal (or delegate) has the delegated authority from the Board and the responsibility for the care, safety and well-being of all international students while they are at the College, especially because, in many respects, our international staff and teachers are effectively acting as their parents in day-to-day life, and homestay families are acting in place of parents outside of school hours.

The Principal will ensure that:

* The number of international fee-paying students enrolled at the College does not exceed the number approved by the Board of Trustees, which is currently 25 students
* The school employs a Director of International Fee-Paying Students to be responsible for marketing the school both in New Zealand and overseas, and for recruiting international students who are carefully screened and meet the criteria that the school sets down for eligible international students, including that they come to our school having studied English for a sufficient period of time to have achieved at least a pre-intermediate language proficiency level. The Director will also work closely with other international staff, the Deans and where necessary our counsellors to ensure too the educational interests and welfare of our international students, and ensure that the school complies in all respects with the Pastoral Care of International Students Code of Practice 2016, including amendments 2019
* The school has a teacher with ESOL qualifications to provide appropriate English Language teaching to international students
* The school employs a Homestay Co-ordinator who finds and screens suitable homestay accommodation, ensures Police vetting, undertakes regular checks that the homestay situation is progressing smoothly and ensures that the welfare of our international students is monitored, making changes where this is deemed necessary
* Reports are regularly prepared by our teachers on the academic and pastoral achievements of our international students and that these reports are forwarded to agents and the students’ parents
* Written reports are provided to him if there are any disciplinary matters which involve international students and that these are dealt with in accordance with the regular grievance and disciplinary practice procedures for all students at our school. This also involves any stand-down and suspension decisions that may need to be made by the Principal
* If there are any serious disciplinary or health-related problems (including mental health issues) involving an international student, the school will follow the school procedures
* Written reports to the Board are received every six months (or more often if requested) from the Director of IFPS, and this includes financial projections
* Appropriate information is held about IFPS and is kept accurately and in accordance with the Privacy Act 1993.

The Board of Trustees will ensure that:

* They formally delegate the responsibility for the care and safety of IFPS to the Principal and the Director of IFPS
* There is an annual review of the international students’ fees
* There is a six-monthly review of the international students’ programme and associated finances
* Consideration is given to the Director’s annual strategic review, including planning for the following year in terms of marketing, support and resourcing of international students
* Funding gained from our hosting international students brings benefits to the whole student body to enhance quality teaching and learning
* Should the Board of Trustees meet in a suspension meeting and decide to exclude an international student, the agent and parents will be notified as soon as possible, a decision will be made as to whether the student should be able to enrol with an alternative education provider in New Zealand and the Principal will notify the New Zealand Immigration Service of these decisions
* The Board may terminate an international student’s enrolment at the College if the student:
  1. Provides false or misleading enrolment information
  2. Has been excluded or expelled from the College
  3. Fails to satisfactorily complete the programmes of work required by the College
  4. Fails to meet the attendance requirements of the College
  5. Breaks the laws of New Zealand or gets into serious trouble with the Police.

**Study Visas**

The school will ensure that all IFPS have the appropriate student visas or permits to study in New Zealand and we require a physical copy of these visas for all long-term students, to be kept on file.

**Procedures**

* Our Database Secretary will ensure termination dates of the study visa/permit are entered into our student database and monitored to ensure they are updated when appropriate
* This will also be checked by the Director of IFPS and she will ensure that visas are renewed if they are nearing their expiry date
* If there is any doubt about the validity of a visa, the Director or Database Secretary will contact the Immigration Service where appropriate.

**Insurance**

The Director of IFPS will ensure that all international students have appropriate insurance which meets the requirements of the Code of Practice.

**Procedures**

* The Director of IFPS will check insurance provision once an unconditional offer has been made to the student
* If the insurance goes through the school’s recommended insurance company, the Director of IFPS will send an invoice and ensure that payment has been made. Once this has happened, the Director will then send a copy of the insurance to the agent/parent
* If the student is purchasing their own insurance policy the Director of IFPS will discuss the requirements with the agent. The school will not be liable for any payment needed for their own insurance to pay for any costs incurred during the student’s stay. This will be made clear to the agent. A copy of the insurance policy in plain English language (if necessary translated into English) must be sent to the Director of IFPS prior to the student’s arrival to ensure that the cover meets the school’s minimum requirements
* The Director of IFPS will then send a hard copy of all IFPS insurance policies to the Database Secretary to file.

**International Supervised Student Group**The Board also welcomes short-term visits from international student groups approved by the Director of IFPS and the Principal, in line with the provisions of the Pastoral Care of International Students Code of Practice 2016, including amendments 2019.

**Procedures**

* The Database Secretary must place all students who come to our school for more than two school weeks on our database, so that these students are recorded as international students. For such students we require information which provides full contact and any special health, learning or other needs’ details. For group visits which are for less than two weeks, the school must receive a copy of all passports’ information before the visit commences. This must be provided by the agent
* The Director of IFPS will ensure that we do not accept any supervised-group students through an education agent without first following our policy and procedures for the management of education agents, including having a signed and current Agency Agreement with the education agent
* In order to ensure that Morrinsville College and an education agent understand and meet their duty-of-care for the students, the Director of IFPS will draft, and ensure that both parties sign, a memorandum of understanding for each supervised group. The memorandum of understanding (MOU) will provide details of the group, including expected number, ages and genders of students, arrangements for group supervision and accommodation, agreed pricing schedules, important timelines, programme requirements and the roles and responsibilities of both parties
* The Director and Principal (or delegate) will negotiate a suitable education programme for short-term student groups, ensuring that the visit has minimal impact on the day-to-day classes within the school. All group students’ arrangements and conditions will be agreed in advance and set out in the MOU signed by the Principal and the group organiser
* All groups of students are required to have appropriate and current travel and medical insurance for the duration of their planned period of study in New Zealand, as specified in the Code of Practice, to the satisfaction of the Director of IFPS. Where overseas policies are used, the group organiser or agent should ensure that a copy is translated into English and forwarded to the Director of IFPS to ensure that it meets our expectations and so that it can be kept on file
* The Director of IFPS will oversee the group visit, working alongside the visiting group’s supervisors who will be required to accompany the group under Section 3.2.2 of the Code of Practice. The Director will ensure, before the visit commences, that one of the group’s supervising teachers can speak English competently. While the group are present the students must have twenty-four hour access to the group’s supervision staff (i.e. every student must have a contact phone number). Every supervising staff member must have a copy of the students’ homestay telephone numbers
* In the case of an emergency situation while the group is at the College, the Director of IFPS will be responsible for all actions taken in the emergency situation and will follow the procedures laid down in Morrinsville College’s Crisis Management Policy.

**Fees Protection**

The Principal and Board will ensure the following:

* All fees paid by IFPS will be paid into Morrinsville College’s separately-coded IFPS account, and money will be drawn down into the main school account at intervals of one-term in arears throughout the academic year
* Appropriate accounting procedures will be in place to annually audit the special IFPS bank account
* Funding will be available to meet any liability remaining for international student fees paid in advance and also for approved refunds resulting from a student’s withdrawal from Morrinsville College, or in the event of the College not being able to provide tuition for some reason
* The Director of IFPS will ensure that all international students have appropriate insurance. Where overseas policies are used, the student’s agent or parent should ensure that a copy is translated into English and forwarded to the Database Secretary who will ensure that it is kept on file.

**Refunds**

The Principal will ensure that the school follows the legislation and regulations relevant to IFPS in Section 4B (7) of the Education Amendment (No 4) Act 1991 which states: “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 the fees any amount that it thinks appropriate, not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:

* 1. The Board’s best estimate of the cost to the Board (including the appropriate proportion of the administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject, course or programme) of providing tuition for one student up to that time
  2. An amount that is in the Board’s opinion an appropriate reflection of the use made by one student receiving tuition in the subject, course or programme of the Board’s capital facilities
  3. The appropriate proportion of the amount (if any) prescribed under Section 4D of this Act for a student receiving tuition at a state school in the subject, course or programme
  4. All other fees (if any) prescribed by the Board.”

The Principal will consider a request for a refund of international students’ fees, provided that the request is made in writing to the school within 12 months after the final enrolment date of the student. A request for a refund must set out the circumstances leading to the requested refund, along with supporting documentation which may be required, the name of the person requesting the refund, the name of the person who paid the fees, and the request must also provide a bank account number to receive any eligible refund.

**Requests for a refund of international student fees**

The school will consider all requests for a refund of international student fees. Requests should be made in writing to the school as soon as possible after the circumstances leading to a request. Pre-paid fees unused at the end of enrolment amounting to less than NZ$50 will be refunded to the student in cash, unless otherwise directed by the parents or agent. Sums greater than NZ$50 will be refunded into a nominated bank account.

A request for a refund should provide the following information to the school:

* The name of the student
* The circumstances of the request
* The amount of refund requested
* The name of the person requesting the refund
* The name of the person who paid the fees
* The bank account details to receive any eligible refund
* Any relevant supporting documentation such as receipts or invoices

The following fees are non-refundable:

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| Administration fees | These fees meet the cost of processing the application. Administration fees exist whether an application is accepted or not, or whether a student remains enrolled after an application is accepted. |
| Insurance | Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the student. The agent, student, family or tour operator may apply for a refund directly to an insurance company. |
| Homestay placement fee | Homestay placement fees meet the cost of processing a request for homestay accommodation by the student. Costs incurred for arranging homestay accommodation for international students prior to the refund request, cannot be refunded. |
| Used homestay fees | Homestay fees paid for time the student has already spent in a homestay cannot be refunded. Used homestay fees will also include a notice period of two weeks. |
| Outstanding Activities fees | Any Activities or other fees incurred by a student during the period of enrolment and owed to the school at the time of withdrawal will be deducted from any eligible fund. |
| Tuition fees | Where a student is returned home following disciplinary processes, no refund should normally be expected. If a refund is requested for a special reason, this will be considered and decided by the Principal and the Board of Trustees.  Where one or more individual students on a study tour voluntarily return home, no refund will be given, except under exceptional circumstances.  The school may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the school and may vary depending on the time of year the request is received. |

**Withdrawal**

The Principal may, at his discretion, where at any time an IFPS withdraws from the school, is dismissed from the school, or acquires permanent residency, issue a refund of the unused portion of the tuition fee, and of any homestay fees, to the student’s parents/guardians.

The following will be considered as general guidelines:

* If the student changes their mind before coming to New Zealand their full fees will be refunded, minus homestay placement and administration fees. The school may, in its sole discretion, request further information or evidence in support of a refund request
* If an international student voluntarily withdraws **after** the start date of the enrolment, a minimum of 10 weeks’ notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, one full term’s fees will be retained by the school
* A student may wish to withdraw from the school after arriving in New Zealand and commencing tuition, because of:

1. the need to return home because of the student’s serious illness
2. the need to 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**.

International students who wish to withdraw from Morrinsville College must:

(a) Provide written approval from their agent in lieu of parents signing the leaving form

(b) Complete the school’s leaving form

1. Give homestay parents two weeks’ notice to terminate their homestay arrangements
2. Ensure that termination of enrolment is completed for Immigration Services.

If a student’s enrolment is brought to an end by the school for good reason, or where a student changes to domestic student status during the period of enrolment, or where a student voluntarily requests to transfer to another Code signatory, no refund of tuition fees will be made, unless the Principal is convinced that there is very good reason to make a refund.

If an international student fails to obtain an appropriate study visa, a refund of their student tuition fees will be provided, less the administration fee

**Transferring in or out of Morrinsville College**

**Procedures**

* 1. Transferring out
     + Before any transfer occurs the Principal must have in writing from the student’s legal guardian, permission for the student to transfer out of Morrinsville College
     + The Principal will apply the ‘refund and withdrawal’ parts of this policy
     + The Principal will prepare a letter of release and send a copy of this to the new provider and to the New Zealand Immigration Service.
  2. Transferring in
* The Principal (or delegate) must receive a letter of release from the student’s previous provider before considering any enrolment
* The Principal must make enquiries to find out from the previous provider what the reasons were for the transfer and regarding the student’s progress whilst with that provider
* During the Principal’s enquiries about the student, if he strongly suspects that the main reason for transfer is so that an agent can obtain an additional commission, Morrinsville College will not accept the transfer and will refer the matter to the Code of Practice’s Administrator.

**Student Homestay Care**

Morrinsville College will do its very best to ensure that our IFPS are cared for and experience family life in a suitable household in Morrinsville or the immediate area around our school. In doing so, the College undertakes to comply with the accommodation provisions set out in Education (Pastoral Care of International Students) Code of Practice 2016, with amendments 2019 (The Code):

1. To provide a suitable living environment conducive to study and a safe and supportive home life
2. To involve residential caregivers in the welfare of the student
3. To assist the student to successfully integrate into New Zealand life
4. To ensure that the student is well cared for and supported by the school.

All international students must live with parents or residential caregivers who have been approved by the school. The following categories of residential care may be approved by the school:

* Designated caregiver
* Homestay
* Approved temporary accommodation.

Safety checks, including Police vetting, will be carried out for all residential caregivers. Other adults aged 18 years and over living in the accommodation must also be Police-vetted, and undergo any other appropriate safety check if this is deemed necessary by the College.

**Designated Caregivers**

* The school will have a written Designated Caregiver Agreement with all designated caregivers
* The monitoring of students living in designated care will be managed in accordance with this policy and the Designated Caregiver Agreement.

**Homestay**

* The school will have a written Residential Caregiver Agreement with each approved homestay
* The school will have a written Homestay Accommodation Agreement with each IFPS and their family
* The monitoring of students living in homestays will be managed in accordance with this policy and the Homestay Accommodation Agreement
* Homestay fees paid to the school will be held on behalf of IFPS in a special school account and will be paid to host families in regular fortnightly payments. Remaining homestay fees at the end of the enrolment period will be refunded according to the school’s refund policies.

**Temporary Accommodation**

The College will ensure:

* The suitability of any temporary accommodation, considering the age and gender of the IFPS
* That adequate supervision is in place for all IFPS
* That all pastoral needs of the IFPS are met, including meals and laundry
* That all adult caregivers are Police-vetted and undergo any other appropriate safety checks, if this is deemed necessary by the College
* That any risks to IFPS are monitored and managed.

**Procedures**

* It will be the key role of the Homestay Coordinator to find good homestays, to ensure that a written homestay agreement is explained and signed by both parties, to take care of all matters regarding homestay arrangements and to regularly check on the welfare of our IFPS in their homestays. This will involve ensuring an effective induction and orientation programme when the student first begins at the College for both the student and homestay parents, being available for regular discussions with our IFPS at school, having a conversation with homestay parents at least once a term and visiting homestay accommodation every six months, or more often if required, in order to report to the student’s agent and families. The Homestay Coordinator will, where needed, liaise with the Deans and Administration staff over matters of general welfare, curriculum and attendance at school. They will also encourage international students to participate in the extra-curricular life of the College
* In finding suitable homestays, the Homestay Coordinator will physically visit the home to check that it is not a boarding establishment, that there are suitable spaces for the student to live and work in, their own bedroom space with a desk and internet connection, suitable showering and toileting facilities, that the home is clean and tidy, that all homestay carers are likely to be suitable homestay parents, that all residents in the home who are over 18 years of age have been Police-vetted and do not have a history that is of concern, that there are no teenage boys in the same home as female international students and that the homestay family is able to provide good meals and laundry arrangements. There may also be agent or family requirements which the Homestay Coordinator must also meet in allocating students to homestays
* The Director of IFPS will hand the signed agreement from the parent to the Homestay Coordinator so that she can do these homestay checks ahead of the student’s arrival
* Where difficulties arise in homestay care, the school will liaise firstly with the homestay parents, before further liaison takes place with contracted agents and parents as appropriate to attempt to resolve the difficulties, or if this cannot easily be achieved to place the student in a different homestay situation
* If Morrinsville College international staff find any serious concerns relating to the household, the Director of IFPS will immediately report these concerns to the Code Administrator at the Ministry of Education
* Any physical and emotional threats to an international student will be reported to the Principal and the Police
* Homestay fees paid in advance to the school will be held in a designated school account on behalf of students and their families, and paid to host homestay families in regular fortnightly payments. Any remaining homestay fees at the end of the enrolment period will be refunded according to the school’s refund policy.

**Complaints**

The school will ensure that any complaint made by an IFPS is effectively dealt with in accordance with the Code of Practice. If a student thinks that the school has failed to follow the Code, they should:

* Contact the Director of IFPS if it is a matter relating to the curriculum or a financial matter, and she will follow up by talking to the appropriate Dean or staff member in the case of the curriculum, and talking to the Finance team if it is a financial matter
* Contact the Homestay Coordinator in the first instance if it is a homestay issue, and if the matter is not resolved to their satisfaction, they should then approach the Director of IFPS
* If the complaint is still not dealt with to the student’s, agent’s or parent’s satisfaction then the Director must bring the issue to the Principal’s attention. At this point the complaint should also be put in writing so that an investigation can occur
* If the student, agent or parent is still not satisfied that the matter has been resolved, they may ask the Board of Trustees to consider the matter
* The school will ensure that if there is an ongoing unresolved complaint, the student has access to the Student Contract Dispute Resolution Scheme (DRS), which provides for free legal advice in resolving any outstanding contractual or financial disputes between international students and education providers
* If a student, agent or parent believes that the school has breached the Code of Practice and they have not been able to settle the matter following the school’s internal procedures, they may bring the matter to the attention of the International Education Appeal Authority, Ministry of Education, PO Box 1666, Wellington
* The Welcome Pack and orientation will enable parents and students to be guided through the process on how to make a complaint at school. There will be posters, showing this process, displayed on classroom walls.

**Marketing and Recruitment**

The school will ensure that the marketing of Morrinsville College and recruiting of International Fee-Paying Students is in accordance with the Code of Practice guidelines. The Principal and Board currently delegate responsibility for marketing and recruiting to the Director of International Students.

The Director will:

* Each year submit a proposed marketing plan to the Principal and Board for their approval and funding. The Director will not exceed this funding amount without the permission of the Principal and Board
* Travel overseas as a representative of the school on designated recruitment trips that she organises, in liaison with the various approved recruitment agencies, and in accordance with the College’s Code of Conduct for Staff and Parents on Trips Policy.
* Liaise with approved agents in New Zealand, and will on occasions travel to meet with onshore agents
* Ensure that all recruitment and marketing information is up-to-date and appropriate for the countries being visited.

**Managing Education Recruitment Agencies**

* The Director of IFPS will follow clear and consistent procedures in developing relationships between Morrinsville College and reputable education recruitment agencies who recruit students for our school. She will always abide by the principles of the Code of Practice 2016. Recruitment agencies will be informed about and will comply with the requirements of the Code and the London Statement of Principles
* In approving a recruitment agency to work with Morrinsville College, the following will be required: at least two positive reference checks on the agent/agency, an onsite interview if possible, an evaluation of the agent’s experience
* Approved recruitment agencies/agents must sign the Morrinsville College recruitment agency agreement and they are then contracted to uphold the good practice detailed in the Code of Practice. Any unethical behaviour will not be tolerated and the agency/agent responsible for such behaviour would lose their right to continue as a recruitment agent for the school
* Morrinsville College will pay commission to approved agencies (and agents), as set out in the agency agreement. The commission rate will in general be 15% of tuition fees, but the school reserves the right to make other commission or incentive arrangements with selected agencies by special negotiation
* Morrinsville College will pay commission to contracted agencies upon receipt of an invoice. Commission payments will be made within four to six weeks after the student has commenced at the school, and provided that the tuition fee for the student has been received by the school
* Morrinsville College may elect to make special arrangements with trusted agencies to allow the agency to withhold commissions from tuition payments due to the school. Such arrangements are at the sole discretion of the school and no commissions should be held by any agency without prior agreement from the Principal
* Where a student does not see out the entire period of their enrolment at the school, the school may, on a case-by-case basis, decide whether or not to request a refund of all or any part of any commission fee paid to an agency
* Morrinsville College has no obligation to pay commission fees to any agency with whom the school does not have a signed current agency agreement
* Morrinsville College will review the performance of its agencies as part of its annual self-review processes and collect and record appropriate evidence of agency reviews
* The Director of IFPS will report directly to the school Principal on the performance of the school’s contracted agencies and report any breaches of the Code that may lead to the termination of an agency agreement.

**Annual Review**

The Director of IFPS will be responsible for ensuring that the Code of Practice and all IFPS documents are reviewed annually, to ensure relevance and accuracy, and to make alterations to update these where needed. She will then advise the Principal of any alterations and approve his signing the annual attestation document which is required by the Ministry of Education.

BOARD CHAIR

Reviewed: