

# Self-review Toolkit for Code Signatory Schools

## Tool A: gap analysis

The Education (Pastoral Care of  
Tertiary and International Learners)  
Code of Practice 2021



Te Oranga me  
Te Haumaru Ākonga

**Learner Wellbeing  
and Safety**

**NZQA**

NEW ZEALAND QUALIFICATIONS AUTHORITY  
MANA TOHU MĀTAURANGA O AOTEAROA

QUALIFY FOR THE FUTURE WORLD  
KIA NOHO TAKATŪ KI TŌ ĀMUA AO!

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## Tool A: gap analysis

This optional tool sets out the areas of practice you need to review to check your compliance with the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code).

You can use this tool to help you:

- Prepare for a gap analysis, by identifying the information you need to evidence your compliance with the Code at each clause
- Make sense of your gathered information, by noting any gaps in your current practice and/or evidence of current practice.

KEY	
COMPLIANT	<ul style="list-style-type: none"><li>• We have the required practices in place</li><li>• We have sufficient evidence on which to make judgements about the effectiveness of our practices</li></ul>
GAP (in evidence)	<ul style="list-style-type: none"><li>• We have the required practices in place but...</li><li>• ...we have limited evidence on which to make judgements about the effectiveness of those practices</li></ul>
GAP (in practice)	<ul style="list-style-type: none"><li>• We do not have the required practices in place</li></ul>

## Outcome 13: Marketing and promotion

Signatories must ensure that the marketing and promotion to prospective international school learners of services provided by signatories includes clear, sufficient, and accurate information enabling those learners to make informed choices about the services provided.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process:</b></p> <p><b>Clause 57</b> Each signatory must -</p> <p>(a) proactively seek to understand the information needs of prospective international school learners; and</p>	Survey current International Students. Have their information needs been met?	Website has basic information about all aspects, including fees, courses, homestay, services	Website is lacking detailed information on some aspects of our International Program	To work with a website developer to include more detailed information about our International Program
<p>(b) develop and provide information to prospective international school learners and review the information to ensure it is kept up to date; and</p>	Pre-arrival letters, e-mails answering questions from agents, parents and students, website, video, flyer, student handbook	We provide the information students need to make informed decisions		

<p>(c) ensure that prospective international school learners receive, as a minimum, up-to-date and timely information about the following –</p> <ul style="list-style-type: none"> <li>(i) the signatory’s quality assurance evaluations; and</li> <li>(ii) the educational instruction, staffing, facilities, and equipment available to international learners; and</li> <li>(iii) the relevant Dispute Resolution Scheme Rules; and</li> <li>(iv) potential learning outcomes for international learners, including pathways for further study, employment, and residency where applicable; and</li> <li>(v) estimated study and living costs for international learners; and</li> <li>(vi) accommodation and transport, or ways to obtain such information.</li> </ul>	<ul style="list-style-type: none"> <li>(i) Yes, ERO report is online.</li> <li>(ii) Yes, this is available online</li> <li>(iii) Yes, this is provided in our student handbook and during Orientation.</li> <li>(iv) Yes, students are informed about NCEA and opportunities for further study during Orientation as well as through our mentoring program.</li> <li>(v) Yes, students and natural parents are informed about study and living costs prior to arrival</li> <li>(vi) Yes, accommodation is only in homestay families and this fact is communicated. Public Transport in our rural area is limited and this is communicated. School busses are available.</li> </ul>	<p>Compliant in all aspects, some improvements can be made for (v)</p>	<p>(v) Rising Living Costs communication in addition to fee document on website</p>	<p>(v) Rising Living Costs require a raise in the homestay fees from \$230 to \$300p/wk in 2024. This needs to be communicated to all agents.</p>
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## Outcome 14: Managing and monitoring education agents

Signatories must effectively manage and monitor their education agents to ensure that those education agents –

- (a) provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and
- (b) act with integrity and professionalism towards prospective international school learners; and
- (c) do not breach the law or jeopardise the signatory’s compliance with this code.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process 1:</b></p> <p><b>Clause 59.</b> Each signatory must -</p> <p>(b) carry out and record reference checks on potential education agents to ensure as far as possible that they have not been involved in any conduct that is false, misleading, deceptive, or in breach of the law; and</p>	Reference Checks for education agents are on file	Yes		
(c) enter into written contracts with each of its education agents; and	Written contract with all education agents who send us students are on file	Yes		
(d) during the term of a contract, monitor the activities and performance of its education agents in relation to –	We are in regular contact with our education agents via e-mails.	Yes	We will survey our current students in	Design and administer a survey which

<ul style="list-style-type: none"> <li>(i) their obligations as specified in the contract; and</li> <li>(ii) whether they provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and</li> <li>(iii) whether they act with integrity and professionalism in their dealings with prospective international school learners; and</li> <li>(iv) whether they have engaged in any activity or conduct that, in the opinion of the signatory, is or may be in breach of the law or that jeopardises the signatory's compliance with this code; and</li> </ul>	<p>We have not experienced any breaches this year.</p>		<p>regard to the services of their education agents.</p>	<p>gives feed-back on the services of the education agents.</p>
<p>(e) manage the education agents by –</p> <ul style="list-style-type: none"> <li>(i) terminating contracts with an education agent if there is evidence which, on balance of probabilities, shows that the agent – <ul style="list-style-type: none"> <li>a. has been involved in any serious, deliberate, or ongoing conduct that is false, misleading, deceptive, or in breach of the law; or</li> <li>b. has jeopardised the signatory's compliance with this code; or</li> </ul> </li> </ul>	<p>We have not experienced any such breaches this year</p>	<p>Yes</p>		
<ul style="list-style-type: none"> <li>(ii) taking appropriate action to address conduct or an omission by an education agent in relation to the other matters described in subclause (c); and</li> </ul>	<p>N.A.</p>			

<p>(f) ensure that its education agents have access to, and maintain, up-to-date information relevant to their duties as specified in the contracts with the signatory.</p>	<p>Over the time we did not have any International Students and during the recruitment of the ten Cohort 4 students we have kept our education agents informed about all relevant developments in NZ and in particular at our school. This is an ongoing process. The evidence is in e-mails.</p>			
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## Outcome 15: Offer, enrolment, contracts, and insurance

Signatories must –

- (a) support international school learners (or the parents or legal guardian of international school learners under 18 years) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought; and
- (b) ensure that international school learners (or the parents or legal guardian of international school learners under 18 years) have the information required to understand their interests and obligations before entering into a legally binding contract with a signatory; and
- (c) ensure that each contract of enrolment is fair and reasonable; and
- (d) ensure that any disciplinary action is taken in accordance with the principles of natural justice; and
- (e) ensure that international school learners have the appropriate insurance coverage, including insurance covering travel costs, medical care, and costs associated with repatriation, expatriation, and funeral expenses; and
- (f) ensure that proper documentation is kept and, where appropriate, provided to international school learners (or the parents or legal guardian of international school learners under 18 years).

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process 1: Offer of educational instruction</b></p> <p><b>Clause 61.</b> Each signatory must ensure that the educational instruction on offer is in accordance with the Act and is appropriate for international school learners' expectations, English language proficiency, and academic capability.</p>				

<p><b>Process 2: Information before entering contract</b></p> <p><b>Clause 62 (1).</b> Each signatory must ensure international school learners receive, as a minimum, information about the following before entering into a contract with the learner –</p> <ul style="list-style-type: none"> <li>(a) the most recent results of their evaluations by education quality assurance agencies; and</li> <li>(b) compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international school learners; and</li> <li>(c) the education provided and its outcome, for example, whether a qualification is granted; and</li> <li>(d) refund conditions that comply with the outcome and process in clauses 80 and 81; and</li> <li>(e) staffing, facilities, and equipment; and</li> <li>(f) available services and supports; and</li> <li>(g) insurance and visa requirements for receiving educational instruction from the signatory; and</li> <li>(h) this code and the relevant Dispute Resolution Scheme Rules; and</li> <li>(i) full costs related to an offer of educational instruction.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Our Quality Assurance Reports are published on our website.</li> <li>(b) None imposed</li> <li>(c) On our website</li> <li>(d) Refund documentation is part of application process</li> <li>(e) Published on our website</li> <li>(f) Student Handbook</li> <li>(g) These are communicated by the education agents – we take very few direct enrolments and communicate these aspects in that case ourselves.</li> <li>(h) All prospective students are informed of the Code and the Dispute Resolution via the Student Handbook</li> <li>(i) This is generated by e-school and sent to the agent</li> </ul>	<p>Yes</p>	<p>(d) Refund conditions should also be published on web</p>	<p>(d) Publish refund conditions when updating website</p>
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<p><b>Clause 62 (2).</b> Each signatory must ensure that, before entering into a contract of enrolment or enrolling with the signatory, each international school learner (or the parents or legal guardian of international students under 18 years) is informed of the learner’s rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.</p>				
<p><b>Process 3: Contract of enrolment</b></p> <p><b>Clause 63 (1).</b> Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international school learner that includes the following information and terms –</p> <ul style="list-style-type: none"> <li>(a) clear information about the beginning and end dates of enrolment; and</li> <li>(b) the grounds for terminating the contract of enrolment; and</li> <li>(c) the circumstances under which the school learner’s conduct may be in breach of the contract of enrolment (including conduct that occurs while the learner is not under the immediate supervision or control of the signatory); and</li> <li>(d) the type of disciplinary action short of termination of the contract of enrolment that may be taken by the signatory against the student (for example suspension or exclusion); and</li> <li>(e) the process that the signatory must follow when seeking to terminate the contract of enrolment</li> </ul>	<p>We use the SIEBA enrolment contract, which covers all the aspects listed.</p>	<p>Yes</p>		

under paragraph (b) or to take disciplinary action under paragraph (d).				
<b>Clause 63 (2).</b> Each signatory must ensure that the contract of enrolment is fair and reasonable.				
<b>Process 4: Disciplinary action</b>  <b>Clause 64.</b> Any process undertaken under clause 63(1)(e) for terminating the contract of enrolment under clause 63(1)(b) or for taking disciplinary action under clause 63(1)(d) must be in accordance with the principles of natural justice (which includes those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).	We have not terminated any contract with an International Student this year.	Yes		
<b>Process 5: Insurance</b>  <b>Clause 65 (1).</b> Each signatory must ensure that, as far as practicable, each international school learner who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering –  (a) the school learner's travel –  (i) to and from New Zealand; and (ii) within New Zealand; and (iii) if the travel is part of the educational instruction, outside New Zealand; and	We either arrange appropriate insurance for the learners or require that they give us evidence in English of an insurance policy which is code compliant. Insurance policies of all students are on file.	Yes		

<p>(b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and</p>	<p>(c) The school has a nurse and a visiting doctor. If other medical services are required, the students are assisted with accessing these by staff or host parents. Some current students have received medical care and have evidence in the form of invoices and receipts.</p>	<p>Yes</p>		
<p>(d) repatriation or expatriation of the school learner as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and</p>	<p>Covered under Studentsafe Inbound Young Learners policy and others</p>	<p>Yes.</p>		
<p>(e) death of the school learner, including cover of –  (i) travel costs of family members to and from New Zealand; and  (ii) costs of repatriation or expatriation of the body; and  (iii) funeral expenses.</p>	<p>Covered under Studentsafe Inbound Young Learners policy and others</p>	<p>Yes</p>		
<p><b>Clause 65 (2).</b>  Subclause (1)(a)(i) and (ii) includes the school learner’s travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).</p>	<p>The Insurance starts a day before departure and end a day after arrival. See Insurance documents of current students.</p>	<p>Yes</p>		

<p><b>Clause 65 (3).</b> Subclause (1)(a)(i) does not include the school learner's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.</p>	<p>Some of our students travel to Australia on a school trip. We ensure this trip is covered by insurance.</p>	<p>Yes</p>		
<p><b>Process 6: Decisions requiring written agreement of parent or legal guardian</b></p> <p><b>Clause 66.</b> Each signatory must ensure that, where appropriate, it obtains the written agreement of the parent or legal guardian of an international school learner under 18 years with respect to decisions affecting the learner.</p>				

## Outcome 16: Immigration matters

Signatories must –

- (a) ensure that they do not allow or continue to allow a person to undertake educational instruction if that person is not entitled under the Immigration Act 2009 to undertake the educational instruction; and
- (b) take reasonable precautions and exercise due diligence in ascertaining whether international school learners are entitled under the Immigration Act 2009 to undertake the educational instruction for which they enrol.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process:</b></p> <p><b>Clause 68.</b> Each signatory must –</p> <p>(a) ensure that each international school learner who enrolls with the signatory has the necessary immigration status for study in New Zealand; and</p>	We only accept student who hold the appropriate visa if studying with us for longer than the visa free period (1 term).	Yes		
(b) report to Immigration New Zealand known or suspected breaches of visa conditions by international school learners; and	None encountered, all students hold required immigration status documentation.	Yes		
(c) notify Immigration New Zealand of terminations of enrolment.	We have done this in the past, but not required in 2022.	Yes		

## Outcome 17: Orientation

Signatories must ensure that international school learners have the opportunity to participate in a well-designed and age-appropriate programme that provides the information and advice necessary for a learner at the outset of their educational instruction.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<b>Process:</b> <b>Clause 70 (1).</b> Each signatory must ensure its orientation programme –	Orientation Program on file in International Drive.	Yes		
(a) provides each international school learner with full information and advice on all relevant institutional policies; and				
(b) provides each international school learner with full information and advice on the services, support, and facilities that the signatory offers; and	Orientation Program, Orientation handbook and I.Student Handbook	Yes		
(c) provides the names and contact details of designated staff members responsible for international school learner support; and	I.Student Handbook, Whatsapp communication with team and students	Yes		
(d) provides appropriate information relating to health and safety of international school learners; and	Orientation Handbook, Student Handbook	Yes		



(e) provides information about complaints procedures for international school learners, both internal and external; and	Orientation Handbook, Student Handbook	Yes		
(f) provides information about the termination of enrolment; and	Orientation Handbook, Student Handbook and Enrolment Contract	Yes		
(g) provides information about the school learner's rights and entitlements, including any entitlement to a fee refund, if the learner voluntarily withdraws from the educational instruction.	Refund Policy is part of Enrolment Contract, Natural Parents have to sign it when enrolling their child	Yes		
<b>Clause 70 (2).</b> For an international school learner under 18 years, a signatory must ensure, where applicable, that any parent, legal guardian, or residential caregiver of the learner who is in New Zealand and accompanying the learner has access to the orientation information or programme that has been provided to the learner.	We send a copy of the Student Handbook to the natural parents prior to arrival but not to the homestay parents. They are invited to attend orientation but often cannot attend as they are working.	Yes, but we can improve here	Orientation information has not been provided to Host Families	We will provide Orientation information to host parents from January 2023

## Outcome 18: Safety and wellbeing

Signatories must –

- (a) provide a safe study environment for international school learners; and
- (b) provide adequate support for the wellbeing of international school learners; and
- (c) as far as practicable, ensure that international school learners live in a safe environment.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process 1: General</b></p> <p><b>Clause 72.</b> Each signatory must –</p> <ul style="list-style-type: none"> <li>(a) respond fairly and effectively to instances of inappropriate behaviour by, or impacting on, an international school learner; and</li> </ul>	Nothing has been reported this year	We can improve in this area	We need to be clearer to ask students to report any inappropriate behaviour	Have 1:1 conversations with students at specified times to cover inappropriate behaviour
<ul style="list-style-type: none"> <li>(b) develop and maintain policies for managing inappropriate behaviour that are communicated to staff and learners and effectively implemented; and</li> </ul>	The school has policies for dealing with inappropriate behaviour that also apply to international students	Yes		

<p>(c) advise international school learners on how to –</p> <ul style="list-style-type: none"> <li>(i) report and address health and safety issues (for both on campus and off campus activities); and</li> <li>(ii) respond to an emergency (for both on campus and off campus activities); and</li> <li>(iii) access health and counselling services; and</li> <li>(iv) engage with relevant government agencies such as the New Zealand Police and the department responsible for administering the Oranga Tamariki Act 1989; and</li> </ul>	This is covered in Orientation	We can improve in this area	Health and Safety advice should be given at regular intervals and not only during Orientation	Make a plan to deliver Health and Safety Advice regularly
<p>(d) have up-to-date contact details for each international school learner and their next of kin; and</p>	e-school and e-school mobile			
<p>(e) ensure that at all times there is at least 1 staff member available to be contacted by an international school learner in an emergency.</p>	International students have ready access to staff 24/7 by mobile phone	yes		
<p><b>Process 2: International school learners under 18 years</b></p> <p><b>Clause 73 (1).</b> In relation to international school learners under 18 years, each signatory must –</p> <ul style="list-style-type: none"> <li>(a) not enrol an international school learner 10 years or older but under 18 years who does not live with a parent or legal guardian unless –</li> </ul>		Yes		
<ul style="list-style-type: none"> <li>(i) the school learner is in a properly supervised group of learners whose educational instruction is not for more than 3 months; or</li> </ul>	All students are either in the care of a residential caregiver or	yes		

(ii) the school learner is in the care of a residential caregiver; and	designated caregiver. Evidence is e-school documentation.			
(b) have up-to-date contact details for the learners' parents, legal guardian, and residential caregivers; and	We hold detailed contact details for natural parents or legal guardians and residential caregivers on e-school.	yes		
(c) maintain effective communications with the parents or legal guardian, and residential caregivers (if any) of learners concerning their wellbeing and progress in study; and	e-mails, texts document numerous conversations about student wellbeing and progress. Mentoring system addresses progress in more detail.	yes		
(d) designate at least 1 staff member is <sup>1</sup> to proactively monitor and address any concerns about international school learners under 18 years; and	Homestay Coordinator and Director of International Students	yes		
(e) if the school learner is in the care of a residential caregiver, – (i) ensure that a plan is in place for the transfer of care of the learner from the residential caregiver to the learner's parent or legal guardian, or another person approved by the parent or legal guardian, for – a. each transfer that occurs during the period of enrolment; and b. the transfer that occurs at the end of enrolment; and	If students change from one Homestay to another, even when this occurs just temporarily, natural parents and education agents are informed via e-mails. Homestay Contact details and profiles are sent. These are generated by e-school.	yes		

<sup>1</sup> Clause 73(1)(e) is included in this document as written in the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

(ii) ensure that the parent or legal guardian is notified of each transfer plan.				
<b>Clause 73 (2).</b> The requirements in clause 72 apply, in addition to this clause, to international school learners who are 10 years or older but under 18 years.				
<b>Process 3: International school learners under 10 years</b>  <b>Clause 74 (1).</b> Each signatory must ensure that its international school learners under 10 years live with a parent or legal guardian, unless they are accommodated in a school hostel.	We do not have any under 10 year olds			
<b>Clause 74 (2).</b> The requirements in clauses 72 and 73 apply, in addition to this clause, to international school learners who are under 10 years.				
<b>Process 4: International school learners at risk or with additional learning needs</b>  <b>Clause 75 (1).</b> Each signatory must ensure that –  (a) appropriate measures are put in place to address the needs and issues of international school learners at risk or with additional learning needs; and	One of our current students host parent disclosed an anxiety disorder she observed of her student and we followed up with a conversation and then a referral to our guidance counsellor.	Yes		
(b) the parent or legal guardian of a school learner under 18 years or the next of kin of a learner 18 years or	Our enrolment document has detailed information on any health issues, at risk issues or learning needs. Homestay parents	Yes		

<p>over is aware of any situation where the learner is at risk or has additional learning needs; and</p>	<p>are made aware of them. Example ADHD.</p>			
<p>(c) where appropriate and in compliance and subject to the principles of the Privacy Act 2020, issues relating to the learners are reported to relevant agencies such as the New Zealand Police and the department responsible for administering the Oranga Tamariki Act 1989, and to the code administrator.</p>	<p>We are aware of the Privacy Act 2020, the need to report any serious issues to the NZ police and the relevant agency, should they occur. The International staff would work with guidance and Senior Management should the need arise.</p>	<p>Has not happened this year</p>		
<p><b>Clause 75 (2).</b> A learner is at risk if the signatory has reasonable grounds to believe that there is a serious issue relating to the learner’s health, safety, or wellbeing, including, for example, –</p> <ul style="list-style-type: none"> <li>(a) the learner is unable to adequately protect themselves against significant harm or exploitation; and</li> <li>(b) the learner is unable to adequately safeguard their personal welfare.</li> </ul>				
<p><b>Clause 75 (3).</b> A learner with additional learning needs includes a learner who –</p> <ul style="list-style-type: none"> <li>(a) is a disabled learner; or</li> <li>(b) experiences other difficulties which affect the learner’s ability to participate, learn, and achieve; and</li> <li>(c) requires the provision of adapted programmes or learning environments, or specialised equipment or materials to support the learner to access the curriculum, participate, learn, and achieve.</li> </ul>				

<p><b>Clause 75 (4).</b> This clause applies in addition to the requirements set out in clauses 72, 73 and 74.</p>				
<p><b>Process 5: Accommodation</b></p> <p><b>Clause 76 (1).</b> In relation to an international school learner under 18 years who is in the care of a residential caregiver, the signatory must –</p> <p>(a) ensure that the learner’s accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and</p>	<p>Our homestay coordinator inspects the home when signing the contract with the residential caregiver. Unsuitable accommodation will not be accepted. E-mails this year document such an occurrence.</p>	<p>Yes</p>		
<p>(b) ensure that the safety check referred to in clause 77(1) is completed and is up to date; and</p>	<p>Documented on e-school</p>	<p>Yes</p>		
<p>(c) ensure that an appropriate check is completed and is up to date for each person who is 18 years or over and who resides at the residential caregiver’s accommodation, for the purpose of ensuring the safety of the learner; and</p>	<p>Police Vetting undertaken by all residential caregivers, documentation about the process and outcomes are kept on file</p>	<p>Yes</p>		
<p>(d) have a written agreement with the residential caregiver that specifies the role and responsibilities of each party in relation to the care of the learner; and</p>	<p>Residential Caregiver contracts (SIEBA) are signed by all caregivers.</p>	<p>Yes</p>		
<p>(e) maintain effective communication with the learner and the learner’s parent or legal guardian when accommodation issues arise, and must take responsibility for addressing those issues, including</p>	<p>Learner communicate any issues with International staff, verbally and/or by text. Staff addresses issues with residential caregivers.</p>	<p>Yes</p>		

reporting them to relevant authorities and moving learners to appropriate accommodation; and	Removal action is taken if required.			
(f) conduct sufficient learner interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the learner, the length of the stay, and other relevant factors; and	We communicate regularly with our 10 learners during group activities, by offering ready access to in person conversations and by messaging.	Yes	Next year when we have more than 10 students we will have to hold more formal interviews	Plan to hold regular formal interviews with all students regarding their residential care
(g) if the learner’s residential caregiver is a designated caregiver ensure that the parent or legal guardian of the learner has provided written agreement that the designated caregiver will be subject to the signatory’s approval and that the signatory is not responsible for the learner’s day-to-day care when the learner is in the custody of the designated caregiver; and	SIEBA generated documentation is used to comply with (g) for one student arriving next year in January.	Yes		
(h) if the learner’s residential caregiver is a supervisor described in clause 77(2), ensure that the parent or legal guardian of the learner has provided written agreement that the signatory is not responsible for the learner’s day-to-day care when the learner is in the custody of that supervisor; and	N.A.			
(i) ensure that there is appropriate separation of international learners from others of different ages in the accommodation; and				



<p>(j) ensure that the learner is appropriately supervised in the accommodation.</p>				
<p><b>Clause 76 (2).</b>  For the purposes of clause 76(1)(c), a person who is 18 years or over and who resides at the residential caregiver’s accommodation includes a person of that age who –</p> <ul style="list-style-type: none"> <li>(a) temporarily resides at that accommodation; or</li> <li>(b) is or will be residing at that accommodation for 1 or more periods in any month (whether or not for valuable consideration), each period of which is 5 or more consecutive nights.</li> </ul>				
<p><b>Clause 76 (3).</b>  In relation to an international school learner 18 years or over who lives in accommodation provided or arranged by a signatory, the signatory must –</p> <ul style="list-style-type: none"> <li>(a) ensure that the learner’s accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and</li> </ul>				
<ul style="list-style-type: none"> <li>(b) maintain effective communication with the learner when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.</li> </ul>				
<p><b>Clause 76 (4).</b>  In relation to an international school learner 18 years or over who arranges accommodation for themselves, the signatory must ensure that the learner is directed to relevant advice and information that will enable the learner to understand their rights and obligations as a tenant in New Zealand.</p>				

<p><b>Clause 76 (5).</b> To avoid doubt, if the residential caregiver is a supervisor described in clause 77(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the learner.</p>				
<p><b>Clause 76 (5).</b> In this clause, accommodation issues include issues of health and wellbeing arising from a learner’s accommodation or connected with it.</p>				
<p><b>Process 6: Safety checks and appropriate checks</b></p> <p><b>Clause 77 (1).</b> The safety check for the residential caregiver referred to in clause 76(1)(b) – (a) must include – (i) a confirmation of identity; and</p>	Copy of 2 IDs sighted	Yes		
<p>(ii) a reference check that includes contacting at least 1 of the following persons or bodies for the purpose of obtaining information that the signatory considers relevant to a risk assessment – a. the residential caregiver’s current or previous employer, professional body, or registration authority; b. the licensing authority that is relevant to the residential caregiver’s business or professional activities; c. a person who is not related to the residential caregiver; and</p>	We have not done this	No	References for host families as described under (ii) have not been obtained	Plan to obtain the required references for host families

<p>(iii) a police vet, to obtain information that is relevant to a risk assessment; and</p>	<p>Yes, we have police vetted all residential caregivers over 18 living at the address and documented results in e-school and on a spread sheet.</p>	<p>Yes</p>		
<p>(iv) an interview with the residential caregiver, to obtain information that the signatory considers relevant to a risk assessment; and</p>	<p>Yes, we have done this for all in their homes. Evidence is diary of meetings.</p>	<p>Yes</p>		
<p>(v) a risk assessment that takes into account all of the information that was obtained under paragraph (a)(i) to (iv), to determine whether the residential caregiver poses a risk to the safety of the learner; and</p>	<p>Residential Caregivers who are determined as posing a risk are not selected as host parents and not given a contract to sign.</p>	<p>Yes</p>		
<p>(b) is up to date if it is completed within 3 years after the date of the latest safety check.</p>	<p>All police vetting was renewed this year.</p>	<p>Yes</p>		
<p><b>Clause 77 (2).</b>  Subclause (1)(a)(ii) to (v) does not apply to a residential caregiver who –</p> <ul style="list-style-type: none"> <li>(a) is a supervisor referred to in paragraph (e) of the definition of residential caregiver in clause 5(1); and</li> <li>(b) is not a resident of New Zealand; and</li> <li>(c) is travelling with, and accompanying, the international school learner for the purpose of supervising them during the learner’s educational instruction.</li> </ul>				

**Clause 77 (3).**

An appropriate check referred to in clause 76(1)(c) is up to date if it is completed within 3 years after the date of the latest check.

## Outcome 19: Learner support, advice and services

International school learners are fully informed by, and receive relevant advice from, their signatories on services to support their educational outcomes.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
		COMPLIANT	GAP (in evidence)	GAP (in practice)
Key required processes	Information we can gather to use as evidence of our compliance with this clause			
<b>Process 1:</b> <b>Clause 79.</b> Each signatory must have practices for – (a) ensuring that information and advice provided by the signatory to international school learners is accurate, age-appropriate, and up to date; and	We follow the policies and procedures SIEBA provides.	Yes		
(b) providing its international learners with information about their legal rights and obligations and, where possible, the possible risks when learners receive or accept advice or services; and	International Students Handbook, Orientation handbook and Code of Conduct (signed by student and natural parents)	Yes		

<p>(c) providing its international school learners with information and advice on –</p> <ul style="list-style-type: none"> <li>(i) how to effectively interact with persons from different cultural backgrounds; and</li> <li>(ii) the cultural and community support available to them; and</li> <li>(iii) how to adjust to a different cultural environment in New Zealand; and</li> </ul>	<p>Support is offered to students who find it difficult to adjust to the NZ way of life. International Staff, mentors, teachers and leadership students assist International Students with friendly advice and by including them in activities.</p>	<p>Yes</p>		
<p>(d) ensuring that its international school learners are provided with information on education and residency pathways and advice on pathways for further study or career development, where appropriate; and</p>	<p>This information is provided when requested. There is evidence in e-mails to natural parents.</p>	<p>Yes</p>		
<p>(e) ensuring that, where applicable, its international school learners have access to information and advice on –</p> <ul style="list-style-type: none"> <li>(i) minimum wages and labour conditions in New Zealand; and</li> <li>(ii) maximum hours of work permitted under visa conditions; and</li> <li>(iii) how to access information and support regarding employment; and</li> <li>(iv) how to report misconduct by employers.</li> </ul>	<p>Documents on file show work permission given by the school to students arriving in 2023 for their variation on the study visa. Students who wish to work part time are given advice on legal requirements, where to apply for work and minimum wages.</p>	<p>Yes but one aspect needs adding</p>	<p>Misconduct by employers has not been an issue and not been addressed in the past</p>	<p>For our 2023 intake we will include strategies of how to deal with misconduct by employers in our information</p>

## Outcome 20: Managing withdrawal and closure

Signatories must ensure that the fees paid by international learners for educational instruction in New Zealand are secure and protected in the event of learner withdrawal or the ending of educational instruction or the closure of a signatory.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process 1:</b></p> <p><b>Clause 81 (1).</b> Each signatory must ensure that –</p> <p>(a) its refund policies are reasonable and in accordance with legal requirements; and</p>	Our refund policies are those prepared by SIEBA and thus reasonable and in accordance with legal requirements.	Yes		
<p>(b) it provides its international learners (or the parents or legal guardian of international learners under 18 years) with sufficient information to understand their rights and obligations under those refund policies.</p>	We have refunded fairly when students left at the beginning of the Covid pandemic. There are extensive records documenting this.	Yes		
<p><b>Clause 81 (2).</b> A refund policy must include refund conditions for the following situations –</p> <p>(a) failure by a learner to obtain a study visa; and (b) voluntary withdrawal by a learner; and (c) the signatory ceasing to provide a course of educational instruction as contracted with a learner,</p>	We are aware of the conditions of Clause 81(2) but have not encountered them this year.	N.A.		

<p>whether it stops of its own accord or as required by an education quality assurance agency; and</p> <p>(d) the signatory ceasing to be a signatory; and</p> <p>(e) the signatory ceasing to be a provider.</p>				
<p><b>Clause 81 (2).</b></p> <p>In the situation in subclause (2)(c) or (d), the signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows –</p> <p>(a) refund the amount in question to the learner (or the learner’s parent or legal guardian); or</p> <p>(b) if directed by the learner or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the learner (or the learner’s parent or legal guardian).</p>	<p>N.A. in 2022</p>			

## Outcome 21: Dealing with complaints

Signatories must ensure that all international school learners have access to proper and fair procedures for dealing with complaints.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
<p><b>Process 1:</b></p> <p><b>Clause 83 (1).</b> Each signatory must ensure that –</p> <ul style="list-style-type: none"> <li>(a) it has an effective internal process for addressing complaints by its international learners; and</li> <li>(b) its international learners are informed about that process.</li> </ul>	<p>Students' complaints are taken seriously. Students are given the opportunity to have a private meeting or a meeting with a support person with a staff member. The complaint is then followed up by speaking to the other party involved. The complaint is documented in an e-mail to the agent and/or natural parent and on the student's e-school file. Should the student wish to take the complaint further they can then see the principal or another member of the Senior Leadership team. If the student is still dissatisfied they can take the complaint to the external dispute Resolution</p>	<p>Yes, but</p>	<p>Not all minor complaints are documented currently</p>	<p>Plan to document all complaints and include action taken</p>



	Scheme. The complaining student is made aware of this process.			
<p><b>Clause 83 (2).</b> Each signatory must advise its international learners –</p> <ul style="list-style-type: none"> <li>(a) of the availability of recourse to the code administrator or relevant Dispute Resolution Scheme or any other relevant authority if a learner cannot access the internal complaints process or is dissatisfied with the outcome or experience of using that process; and</li> <li>(b) how to make a complaint to the code administrator or to seek resolution of a financial dispute under the relevant Dispute Resolution Scheme.</li> </ul>				

## Outcome 22: Compliance with international learner contract Dispute Resolution Scheme (DRS)

Signatories must comply with the relevant Dispute Resolution Scheme rules.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)

<p><b>Process:</b></p> <p><b>Clause 85 (1).</b> Each signatory must ensure that it is familiar with the relevant Dispute Resolution Scheme rules and ensure compliance with those rules in a dispute to which it is a party.</p>	<p>Documented in the Student Handbook</p>	<p>Yes</p>		
<p><b>Clause 85 (2).</b> Failure to comply with the relevant Dispute Resolution Scheme rules is a breach of this code and may trigger sanctions by the code administrator.</p>				

