

# NAYLAND COLLEGE

# INTERNATIONAL POLICIES

These policies have been approved by the Board of Trustees on 26 February 2020 and will be reviewed annually.

Signature of BoT Chairperson: \_\_\_\_\_\_

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# NAYLAND COLLEGE INTERNATIONAL DEPARTMENT: VISION, VALUES AND STRATEGIES

#### VISION

Nayland College will grow a successful and sustainable international programme with a diverse array of international students providing them with a unique and innovative 'New Zealand Experience' whilst strengthening the College community culturally, socially, academically and financially.

#### **VALUES**

Kaitiaki - care of people and place

We welcome everyone as friends and strive hard to make our students feel safe and supported.

#### **INTEGRITY**

Trust, integrity, honesty, humility and reciprocal respect are hallmarks of 'Mana'. We pride ourselves on our integrity and for being safe, stable, open, and accessible.

#### **RESOURCEFULNESS**

We value our determination, creativity and our innovative and 'can do' attitude.

#### **STRATEGIES**

- 1. Ensure Nayland College International continues to meet the requirements of the College, the Ministry of Education and the New Zealand Qualifications Authority (NZQA)
- 2. Nayland College will successfully attract and recruit a range of international students
- 3. Nayland College will provide a safe, stimulating and caring student experience
- 4. To provide a quality learning programme where all students experience effective teaching that will enhance their knowledge, competencies, attitudes and values
- 5. To have our students, their families and our agents satisfied with their experience and be 'brand warriors' for our College

# INTERNATIONAL STUDENTS POLICY

#### **RATIONALE**

This policy outlines the school's purpose and benefits of the enrolment of fee-paying international students. By enrolling international students, the school aims to promote internationalisation, providing opportunities for students and staff from different cultures to work alongside each other in teaching and learning, providing different perspectives in order to develop each individual's understanding of other cultures. Our goal is for all our students to become connected global citizens, ready to live and work in the diverse and connected modern world.

#### **PURPOSE**

- 1. To develop cultural understanding and insight in our students to enable them to become global citizens
- 2. To foster international cooperation and relationships now and in the future
- 3. To enable exchanges of benefit to language learners, and other learning and co-curricular areas such as history, geography, social studies, economics, sports, cultural activities, etcetera
- 4. To provide the school with additional funds to enhance quality teaching and learning

#### **GUIDELINES**

- 1. Nayland College will be compliant with all aspects of the Education (Pastoral Care of International Students) Code of Practice, 2016.
- 2. International Students will be enrolled at Nayland College under a Contract of Enrolment in accordance with Section 2 of the Education Act 1989.
- 3. Appropriate staff and resources will be allocated by the school for the recruitment, administration and pastoral care requirements of international students.

There will be clear procedures in place which relate to this policy.

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### **REPORTING**

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for international students.

# **DISCIPLINARY POLICY**

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

#### **OVERVIEW**

Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.

In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.

In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.

The Student will have an opportunity to provide a response to the alleged breach that the School is investigating (the Allegation) and any proposed disciplinary action that the School is considering taking (the Proposed Action).

This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.

This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

#### **GENERAL POLICY**

When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student with the following:

- (a) a written summary of the Allegation or the Proposed Action;
- (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
- (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
- (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;

- (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
- (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and
- (g) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

#### **DISCIPLINARY PROCEDURE**

Stage One: Incident Investigation

When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a disciplinary response, the School will notify the Student of the Allegation and will provide the Student with an opportunity to give a response.

Where appropriate, having regard to the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Allegation.

When the School makes a decision about the Allegation it will advise the Student and parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

If the School determines that a breach of the Agreement has occurred, it will advise the Student and parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and parents with an opportunity to give a response.

Where appropriate, having regard to the seriousness of the breach, the Student and parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.

When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and parents of its decision, in writing if possible. The disciplinary action will not take effect, and no actions will be taken to put it into place, until the Student and parents have been advised of the decision.

# **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

# REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for discipline of international students.

# **ACCOMMODATION POLICY**

#### **PURPOSE:**

This accommodation policy outlines factors that will be considered when managing accommodation for international students enrolled at the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

#### **RATIONALE:**

The school undertakes to comply with the accommodation provisions set out in Education (Pastoral Care of International Students) Code of Practice 2016 (The Code).

#### **POLICY OBJECTIVES:**

- 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 the student is well cared for and supported by the school

#### APPROVED ACCOMMODATION

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

- Designated caregiver
- Homestay
- Licensed hostel
- Approved temporary accommodation

The school will not approve accommodation for students over 18 years of age not living with parents other than with a residential caregiver.

#### **USE OF ACCOMMODATION AGENTS**

The school may make use of accommodation agents to organise and manage student accommodation. In the event that an accommodation agent is used, the school will enter into a written contract with the agent and will ensure that the accommodation services provided by the agent meets the requirements of the Code.

#### RESIDENTIAL CAREGIVERS

#### **ONSITE ASSESSMENT**

Residential care accommodation for international students will undergo an on-site assessment to determine that the accommodation is of an acceptable standard, is not a boarding establishment and the residential caregiver provides a safe physical and emotional living environment.

#### ONGOING MONITORING

All residential care accommodation for international students will be monitored on a regular basis including visits to the accommodation and student interviews to ensure that the accommodation continues to meet required standards.

#### **RESOLVING DIFFICULTIES**

Where difficulties arise in residential care, the school will liaise with residential caregivers, contracted agents, students and parents as appropriate to resolve such difficulties.

#### SAFETY CHECKING

Safety checks, including Police vetting as appropriate, will be carried out for residential caregivers. Other adults aged 18 years and over living in the accommodation will undergo an appropriate safety check.

#### **DESIGNATED CAREGIVERS**

- The school will have written Designated Caregiver Agreements with all designated caregivers
- The monitoring of students living in designated care will be managed in accordance with this policy and the <u>Designated Caregiver Agreement</u> and <u>Indemnity Document Designated Caregiver</u> <u>Agreement</u>

#### **HOMESTAY**

- The school will have written <u>Residential Caregiver Agreements</u> with all homestays
- The school will have written <u>Homestay Accommodation Agreements</u> with all students and their families
- 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 by the school on behalf of students and paid to host families in regular payments. Remaining homestay fees at the end of enrolment will be refunded according to the school's refund policy.

#### LICENSED HOSTEL

- The school will have written Residential Caregiver Agreements with licensed hostels
- The school will have written Hostel Accommodation Agreements with all students (or their legal guardian) living in a licensed hostel
- The monitoring of students living in a licensed hostel will be managed in accordance with this policy and the Hostel Accommodation Agreement

#### TEMPORARY ACCOMMODATION

- The school will assess the suitability of the accommodation considering the age and gender of the students
- The school will ensure adequate supervision is in place for all students
- The school will ensure all pastoral needs of the students are met including meals and laundry
- The school will ensure that supervisors in temporary accommodation undergo an appropriate safety check
- The school will monitor and manage risks to students

# **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

# REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for accommodation for international students.

# FEE PROTECTION POLICY FOR INTERNATIONAL STUDENTS

#### **PURPOSE:**

This fees protection policy makes clear factors that will be considered to ensure that international student fees paid in advance are protected and can be made available in accordance with the school's refund policy. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016.

#### **FEES PROTECTION:**

The school will ensure that its fee protection mechanisms and accounting procedures provide the following safeguards:

- 1. The school will ensure that funds from international students paid in advance are accounted for in such a way that individual student balances are clearly identified and monitored
- 2. The school will ensure that generally accepted accounting procedures are applied to international student fees paid in advance
- 3. The school will ensure that only those staff with appropriate authority will have access to international student funds paid in advance
- 4. The school will ensure that all International fees paid in advance shall be paid into the school's operating account or other account authorised by the Principal
- 5. The school will transfer fees paid in advance to revenues at appropriate intervals during the period of enrolment for each student
- 6. The school will ensure that it has sufficient funds available to meet any remaining international student fees paid in advance liability at any time.
- 7. The school will ensure that the operation of this fee protection policy is audited as part of the school's audit procedures.

#### **REVIEW**

The school will review procedures relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### **REPORTING**

The staff member in charge of international education will report directly to the school Principal on the operation of the school's fees protection policy.

# INTERNATIONAL STUDENTS REFUNDS POLICY

#### **PURPOSE**:

This refund policy outlines how the school will manage a request for a refund of international student's fees.

## 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.

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

- 1. The name of the student
- 2. The circumstances of the request
- 3. The amount of refund requested
- 4. The name of the person requesting the refund
- 5. The name of the person who paid the fees
- 6. The bank account details to receive any eligible refund
- 7. Any relevant supporting documentation such as receipts or invoices

#### NON-REFUNDABLE FEES

The school is unable to refund some fees. The following fees relate to expenses that the school may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:

Administration Fee: Administration fees meet the cost of processing an international

student application. Administration fees exists 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 a student. Students and families may apply directly to an insurance company for a refund of

premiums paid.

Used Homestay Fees: Homestay fees paid for time the student has already spent in a

homestay cannot be refunded. Used homestay fees also include a

notice period of two weeks.

Portion of Unused Tuition Fees: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.

Outstanding Activity Fees: Any activity or other fees incurred by a student during enrolment

and owed to the school at the time of withdrawal, will be deducted

from any eligible refund.

# REQUESTS FOR A REFUND FOR FAILURE TO OBTAIN A STUDY VISA:

If an international student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less an Administration Fee of \$550.

#### REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL:

#### WITHDRAWAL PRIOR TO ENROLMENT

If an international student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

#### WITHDRAWAL AFTER ENROLMENT

If an international student withdraws after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

# REQUESTS FOR A REFUND FOR FAILURE TO PROVIDE A COURSE, CESSATION AS A SIGNATORY OR CESSATION TO BE A PROVIDER:

If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
- Transfer the amount of any eligible refund to another provider or
- Make other arrangements agreed to by the student or their family and the school.

# OTHER CIRCUMSTANCES WHERE A REFUND REQUEST MAY BE CONSIDERED:

#### WHERE A STUDENT'S ENROLMENT IS BROUGHT TO AN END BY THE SCHOOL

In the event a student's enrolment is ended by the school for a breach of the Contract of Enrolment, the school will consider a request for a refund less:

- Any non-refundable fees set out in this policy
- Ten weeks tuition fee
- Any other reasonable costs that the school has incurred in ending the student's enrolment

#### WHERE A STUDENT CHANGES TO A DOMESTIC STUDENT DURING THE PERIOD OF ENROLMENT

If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

#### WHERE A STUDENT VOLUNTARILY REQUESTS TO TRANSFER TO ANOTHER SIGNATORY

If an international student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the school. Unless otherwise agreed by the school, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

#### REFUND OF OTHER FEES

#### REQUESTS FOR A REFUND OF HOMESTAY FEES

If for any reason, an international student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

#### REQUESTS FOR A REFUND OF FEES UNUSED AT THE END OF ENROLMENT

Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500 will be refunded to the student in cash. Sums greater than NZD\$500 will be refunded into a nominated bank account.

#### **OUTSTANDING ACTIVITY FEES OR OTHER FEES**

Any activity or other fees incurred by a student during enrolment and owed to the school at the time of withdrawal, will be deducted from any eligible refund.

#### REFUNDS TO BE MADE TO THE COUNTRY OF RECEIPT

Unless otherwise agreed in writing, all eligible refunds of fees over NZD\$500 received from outside of New Zealand will be refunded to a nominated bank account in the source country.

#### RIGHTS OF FAMILIES AFTER A DECISION REGARDING A REFUND HAS BEEN MADE

A decision by the school relating to a request for a refund of international student fees will be provided to the student or family in writing and will set out the following information:

- Factors considered when making the refund decision
- The total amount to be refunded.
- Details of non-refundable fees

Students and families have the right to submit a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the school.

#### **REVIEW AND REPORTING**

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for the refund of international student fees.

# MANAGING RECUITMENT AGENCIES POLICY

#### **PURPOSE**

This policy is to provide clear and consistent guidance for relationships between the school and education agencies. This policy should be read in conjunction with the Agency Agreement, and the Education (Pastoral Care of International Students) Code of Practice 2016.

#### MANAGING RECRUITMENT AGENCIES

#### CONTRACTS

The school will sign agreements with all education agencies who recruit students for the school.

#### REFERENCE CHECKS

The school will enter working relationships with reputable agencies, once a reference check has been carried out and all supporting documentation has been submitted by the agency, i.e. an Agency Application Form, and other supporting documentation the school deems necessary. Results of reference checks will be recorded by international staff.

#### ETHICAL CONDUCT

New Zealand is a signatory to the Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (to be known as the London Statement of Principles) and operates under the Education (Pastoral Care of International Students) 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.

#### ACTION FOR BREACH

Where agencies are found to contravene the Code and/or the London Statement of Principles, the school will apply the appropriate sanctions as detailed in the Agency Agreement.

#### **COMMISSIONS**

The school will pay commission to the agency as set out in the Agency Agreement. The commission rate will generally be 15% of tuition fees and the school reserves the right to make other commission or incentive arrangements with selected agencies by special negotiation.

The school will generally pay commissions to contracted agencies upon receipt of an invoice. Commission payments will be made within 4 weeks after the student has commenced at the school and is subject to the tuition fee being received by the school.

The school 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 withheld by an agency without prior agreement from the school.

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 fees paid to an agency.

The school will have no obligation to pay commission fees to any agency with whom the school does not have a signed Agency Agreement.

# AGENCY MONITORING AND REVIEW

The school will review the conduct and performance of its agencies as a part an annual self-review. The school will collect and record appropriate evidence of agency reviews.

#### REPORTING

The staff member in charge of international education 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 contract.

# SUPERVISED-GROUPS POLICY

#### **PURPOSE**

This policy outlines factors that will be considered when managing supervised groups enrolling at the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

#### **RATIONALE**

Nayland College has developed a Supervised-Groups Policy:

- 1. To ensure that students enrolling at the school as part of a group are properly supervised
- 2. To ensure the safety and well-being of the students and the quality of academic and social education of all International Students studying at the school.
- 3. To ensure compliance with the Education (Pastoral Care of International Students) Code of
- 4. Practice 2016. (The Code)

A supervised group is considered to be:

Two or more international students travelling together in New Zealand under the supervision of a person or organisation other than Nayland College and enrolling at Nayland College as international students for periods of up to three months.

#### **POLICY OBJECTIVES**

- 1. To promote international understanding and enhance internationalisation at Nayland College
- 2. To ensure the safety and wellbeing of all supervised-group students who enrol at Nayland College
- 3. To consider the particular needs of students enrolling as part of supervised groups and ensure the administration and pastoral care provided for supervised–group students meet the requirements of the Code.

#### **ENROLMENT OF SUPERVISED GROUP STUDENTS**

Nayland College will enrol supervised-group students on the ENROL system as per Ministry of Education Guidelines for groups to ensure that these students are recorded as international students.

#### **USE OF EDUCATION AGENTS**

The International Student Director 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 Nayland College and an education agent understand and meet their duty-of-care for the students, the International Student Director will draft, and ensure that both parties sign, a memorandum of understanding for each supervised group. The memorandum of understanding 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, program requirements and the roles and responsibilities of both parties.

#### ACCOMMODATION FOR SUPERVISED-GROUP STUDENTS

Nayland College will ensure that supervised-group students stay in appropriate accommodation as defined in the Code.

Appropriate accommodation may be:

- Residential caregiver this includes school homestays
- Hotel, motel, licensed hostels or other supervised-group accommodation options
- Staying with students' parents or legal guardians

Nayland College will ensure that every international student under 10 attending the school as part of a supervised group for up to three months lives with their parent or legal guardian for the full duration of their enrolment.

If an accommodation agent is involved in the placement of supervised-group students in accommodation on behalf of Nayland College, we will have an Agency Agreement with that accommodation agent.

#### INSURANCE FOR SUPERVISED GROUP STUDENTS

#### **IMPORTANT NOTE:**

The Code requires that all students enrolled with a signatory for 2 weeks duration or longer must have appropriate insurance cover. In order to better fulfil our duty-of-care for all international students enrolled at Nayland College, this policy requires all international students to have appropriate insurance cover including those who enrol at the school for less than two weeks.

Nayland College will therefore ensure that all supervised-group students have appropriate insurance for the duration of their enrolment, and if practicable, for the duration of their time in New Zealand including travel between their home country and New Zealand. Insurance policies, whether arranged by the school or the student or their family, will be deemed to be appropriate if they provide cover for:

- medical expenses in excess of NZ\$1,000 000
- repatriation or expatriation of the student as a result of serious illness or injury, including cover
  of travel costs incurred by family members assisting repatriation or expatriation; and death of
  the student, 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

#### **GROUP SUPERVISION**

Nayland College will ensure that groups enrolling at the school have proper supervision. The number of supervisors and the type of supervision for a group will be negotiated and detailed in the memorandum of understanding. Factors in deciding proper supervision will include:

- The number of students
- The ages and genders of the students
- The duration of the visit
- The levels of students' English language proficiency
- The activities that the students will be involved in

If Education Outside the Classroom (EOTC) activities are undertaken, the school's EOTC guidelines will determine appropriate supervision ratios and other safety measures put in place for these activities.

#### **ORIENTATION**

Supervised-group students will be provided with an orientation on arrival as per the school orientation procedures.

#### **VISAS**

The school will ensure that all students enrolling as part of a supervised group will have the appropriate visa to study at Nayland College

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for supervised groups.

# INTERNATIONAL TRAVEL POLICY

#### **PURPOSE**

To ensure that any person travelling internationally on Nayland College business does so in a legitimate, cost effective and physically safe manner. This policy should be read in conjunction with:

- 1. The Staff Leave Policy
- 2. The <u>Travel expenditure Policy</u>
- 3. The Gifts Policy

#### **SCOPE**

This document applies to all Nayland College staff and contractors for all international travel and related expenses. The policy provides a Nayland College standard that can only be exceeded in limited/exceptional circumstances, and only with the prior written approval of the Principal or the Board of Trustees (BoT). All staff must adhere to the policy irrespective of the source of funding for the travel.

#### **POLICY GUIDELINES**

All International travel, including associated accommodation, undertaken on behalf of Nayland College must:

- 1. Be travel for legitimate Nayland College business purposes
- 2. Meet International Department and/or Nayland College objectives
- 3. Be documented and approved prior to departure, including any leave
- 4. Be within approved budgets or funded from external sources
- 5. Be booked through the designated Nayland College Travel Management Company (TMC)
- 6. Be arranged in such a way as to optimise the health and safety of the traveller and covered by travel insurance and appropriate visas
- 7. Staff are expected to exercise prudent judgement regarding the expenses and the cost effectiveness to the College. The standards of justifiable and reasonable expenditure while undertaking travel should be evident in any travel decision-making and travel expenditure and it must be able to withstand public scrutiny

#### **EXPENSES - FINANCIAL ADVANCE**

To cover daily expenses while travelling internationally Nayland College will provide a daily marketing allowance to each staff member. This will mean that a daily record of transaction will not be required. Staff should not gain or lose financially when required to travel on Nayland College business.

#### The allowance is to cover:

- All transport within a city and surrounds
- All meals for the staff member
- Computer and telephone usage
- Incidentals e.g. laundry
- Entertaining e.g. Dinner with agents, coffee for agents, etc.

The amount per day to be given as an allowance for marketing in these areas:

- Europe \$NZD250 per day
- Asia \$NZD150 per day
- South America \$NZD150 per day
- Japan \$NZD200 per day

Long distance travelling days have an allowance of \$50 per day

#### **ADDITIONAL EXPENSES**

- Under exceptional circumstance additional expenses may be claimed. However, if expenses are
  excessive, Nayland College may decline to reimburse such expense if it is unreasonable and
  deemed to be covered by the financial advance. Nayland College will not reimburse personal
  expenses. This includes in-house movies, alcohol, all mini-bar charges and charges for special
  or extra hotel facilities such as gyms and hairdressers.
- Reconciliation of all travel expenses must be completed within 30 days of returning to New Zealand.
- Staff must obtain, where possible, tax receipted bills for all additional expenditure incurred.

#### ACCOMMODATION (HOTEL/MOTEL)

The College will pay actual room costs, as supported by the detailed hotel bill, for each day that lodging away from home is required for business purposes. Staff should choose good quality, but reasonably priced hotels or motels whenever practical. However, when attending a conference, travellers may stay at the conference hotel even if it is not the most economical option available.

# CLASS OF TRAVEL FLIGHTS

International travellers are required to select the lowest logical fare. Lowest logical fare is defined as the lowest fare among flights that arrive or depart within a specific time window around the traveller's requested arrival or departure times, taking into consideration the time spent in transit and the number of stopovers. The default class of travel for all flights is Economy.

On an exceptional basis (i.e. health reasons, short meeting turnarounds) the budget holder may

On an exceptional basis (i.e. health reasons, short meeting turnarounds) the budget holder may approve Premium Economy where there is a clear rationale for the upgrade. Approval must be received prior to booking from the Principal or Board of Trustees unless the traveller's own money is used.

#### RAIL TRAVEL

All international rail travel must be booked via the TMC. To obtain value for money on rail journeys staff are expected to use standard class travel unless the cost of First Class is no higher than Standard Class

#### **TRANSFERS**

Where appropriate, the TMC should be consulted as to the most practical and safe options available for overseas onwards transfers, and where possible, these should be pre-booked as part of the travel itinerary.

#### **CANCELLATIONS**

All unused tickets, coupons or vouchers relating to corporate travel must be returned to the Business Centre as they may be refunded to Nayland College.

### TRAVEL INSURANCE

Travel insurance is provided by Nayland College and must be taken by all individuals travelling overseas on Nayland College business. Nayland College will pay for cover in respect of College-related travel only.

Staff should also ensure that they are personally fit to travel. If you are aware of any information that might affect the insurance cover, for example a pre-existing medical condition, the staff member must be signed off as fit to travel by their medical provider/surgeon.

#### **AIRPOINTS**

Travel benefits, including airpoints and loyalty scheme rewards/points (Flybuys, Global, etc.), accrued from official travel are only to be used for subsequent travel on behalf of the school. They should not be redeemed for personal use – see Nayland College's <u>Travel expenditure Policy</u>

#### OTHER TRAVEL MANAGEMENT SERVICES

- <u>Passports:</u> It is the responsibility of individual members of staff to ensure that they are in
  possession of a valid passport for travel. No reimbursement will be made by Nayland College
  for the cost of renewal or replacement of passports or additional passports for members of
  staff with dual nationality.
- <u>Visas</u>: The TMC can provide advice as to the appropriate visa required by the Traveller. The TMC should be used in the first instance to source the visa, which should be charged to the project code as part of the travel costs.
- <u>Inoculations</u>: Staff, as part of their travel risk assessment, should establish what vaccinations are required for their destination by consulting a <u>Travel Doctor</u>. Please note inoculations may take up to 6 weeks to complete. Staff must ensure sufficient time for inoculations ahead of travel as this may have ramification on the insurance.
- <u>High Risk Countries</u>: Travel may be considered to countries identified on the MFAT Safe Travel website as being high risk at the time of application approval, provided that:
  - Any security advice is appended to the application, and risks are identified and mitigated; (further security advice may also be obtained by contacting the TMC)
  - Travel to countries, or regions of countries, identified as being high risk, is considered essential for Nayland College business, and is unable to be deferred
  - Approval for travel to high risk countries must be sought from the Principal and BoT

- Travel will not be approved to countries identified on the MFAT Safe Travel website as being extreme risk
- The Principal/BoT reserves the right to decline travel on Nayland College business to any country for any reason

#### TRAVEL DETAILS

All contact details will be provided for the duration of the trip and are to be given to the person in charge of relief and to the International Office. Regular contact is to be maintained with staff of the College to ensure the trip is progressing as planned.

In the event of an emergency, travel-related issue or problem while you are travelling on Nayland College business, staff should contact Nayland College's TMC and the Principal.

#### COMBINED BUSINESS AND PERSONAL TRAVEL

Combined business and personal travel is acceptable where the cost of the business part of the travel is not increased as a result of the extension and where the Staff member meets all of the costs relating to the personal element. All personal travel must be approved by the Principal and/or BoT and meet the requirements of the <a href="Staff Leave Policy">Staff Leave Policy</a>. Personal travel costs and expenses will not be met by Nayland College. The College travel insurance policy applies when travelling abroad on College business. Personal travel insurance should be arranged to cover holiday before or after the business trip.

#### TRAVELLING WITH A COMPANION

Nayland College recognises that Staff visiting a business location may wish to be accompanied by a companion (spouse, partner, family member or friend). This is acceptable provided the companion does not travel at the College's expense. This applies to companions who are also College employees where the trip is not directly related to their business. The companion's travel must be invoiced separately and paid for privately. This can be arranged by contacting the TMC, who will book the entire trip and ensure that the College is invoiced for only the approved employee's travel costs. Staff are required to pay the companion's travelling costs at the time of booking.

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### **REPORTING**

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for international travel.

# INTERNATIONAL STUDENT HOLIDAY/TRAVEL POLICY

#### **RATIONALE**

Nayland College is responsible for the travel plans of International Students, both domestically and internationally, while studying at Nayland College and must ensure that any plans are safe and supervised.

#### **GUIDELINES**

- 1. Each International Student must complete and have approved their travel plan <u>before they</u> book and pay for their travel
- 2. Each travel plan should be submitted three weeks in advance to allow appropriate safety checks and permissions to be sourced
- 3. Nayland College will NOT be responsible for any loss of travel vouchers or payments made should the planned travel be declined by the College
- 4. All overnight stays must have approval of the natural parents or guardian
- 5. If the student is planning to travel overseas, they must speak with the International Student Director in the early stages of their planning as they will be able to assist them with documentation, etc. and authorise the student to go ahead and book the tickets. No tickets are to be purchased without authority from the school
- 6. If the student requires time off school, even for just half a day, then permission must be granted by the International Director. Whether this time off school is allowed will be dependent on the student's attendance and academic performance, or if travel can be taken within school holidays

#### TRAVEL PLAN PROCEDURE

Each trip requires its own travel plan submitted a minimum of three (3) weeks prior to travel.

#### Procedure:

- 1. Students to get a holiday form from the International Office and to complete all relevant sections
- 2. Homestay to sign the completed holiday form and this is to be given back to the International Office
- 3. Students natural parents and/or guardian must give written permission for the holiday
- 4. Holiday plans are checked, and appropriate confirmations are sourced
- 5. Application approved or declined. If approved, the student is issued with a pink form confirming the approval
- 6. Students may make all bookings
- 7. If a student has been granted time off school international staff will clear their attendance with code 'G'

#### Additional Information

- Short-term travel away with the host family or the student's own parents also needs a holiday form to be completed but no extra permissions are required
- A student travelling with another host family must complete all stages of the travel plan

# **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

# REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for international student holiday and/or travel.

# INTERNATIONAL STUDENT PERMISSION TO WORK POLICY

# **POLICY STATEMENT**

Nayland College supports the New Zealand Immigration Department Policy allowing students in Years 12 and 13 to apply for a Variation of Conditions (VOC) of their student visa if they wish to be employed part-time.

#### **RATIONALE**

The New Zealand Immigration Policy allows international students to gain relevant work experience in an English-speaking environment. Students will be able to build up their Curriculum Vitae and secure references from employers. Students will gain socially from meeting a wide range of people and have the opportunity to earn independently. This experience may assist students in permanent migration and/or work visa applications.

#### **GUIDELINES:**

- 1. The School will comply with the requirements of the Immigration Act 1987 and will monitor and manage the New Zealand Immigration policy allowing students in Years 12 and 13 to apply for a Variation of Conditions (VOC) to their student permit.
- 2. The primary purpose of a (school) student permit is study; however, there may be some benefits to the student and the school in the student working up to 20 hours per week part-time.
- 3. The International Student Director will be responsible for ensuring that international students comply with the conditions of their student permit as outlined on Immigration New Zealand's website, <a href="https://www.immigration.govt.nz">www.immigration.govt.nz</a>.
- 4. International students working part-time will be carefully managed and monitored by the school, homestay caregiver, parents and employers to ensure their safety and wellbeing are being met at all times. The International Student Director will be responsible on behalf of the school for monitoring international students who commence part-time work.

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for international student permission to work.

# INTERNATIONAL STUDENT DRIVING POLICY

Nayland College does not allow international students to drive or own a vehicle while they are enrolled at the school. However, when a student turns 17 years of age, they may learn to drive with a qualified Driving Instructor, with the permission of their natural parents, homestay parents and the International Director.

The following conditions must be met:

- 1. The student has written permission from their natural parents/Guardians
- 2. The student has written permission from their host family
- 3. The student's insurance policy must cover driving in New Zealand
- 4. The student is 17 years or older
- 5. Lessons are obtained from an authorised driving instructor only
- 6. The student does not drive alone
- 7. On gaining their restricted licence the student gives this licence to the International Student Director who returns it when they sign out from Nayland College
- 8. A student may not own a motor vehicle of any type

#### **REVIEW**

The school will review the conditions relating to this policy as part the annual self-review. The school will collect and record appropriate evidence of the review.

#### REPORTING

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for international student driving.