



**St Paul's  
School**

# International Student Policy Handbook



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St Paul's School is bound by the National Code of Practice 2018 under registration on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). To ensure we maintain our reputation for excellence when caring for our International Students, the following policies apply:

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## SCHOOL REFUND POLICY

1. This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school.
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.
3. The Placement Fee is non-refundable, except in the case of Visa Refusal.
4. Payment of Course Fees and Refunds:
  - a) Fees are payable according to the School's Fees Policy.
  - b) An itemised list of School fees is provided in the School's written agreement.
  - c) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
  - d) Refunds will be paid to the person who enters into the written agreement unless the School receives written advice from the person who entered into the written agreement to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Headmaster. Once a student commences their course a full school term's notice is required in writing before withdrawing from their course.
6. Student default because of visa refusal
  - a) If a student produces evidence of visa refusal (or provides permission for the School to verify visa refusal with the Department of Immigration) and fails to start a course in, or withdraws from a course on or before the agreed starting date, the School will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the School before the student's default day.
  - b) If a student whose visa has been refused withdraws from the course after it has commenced, the school will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund any unused tuition fees received by the School with respect to the student within the period of four weeks after the day of student default. *\*Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (calculation of Refund) Specification 2014).*
7. Student default (ESOS Act 2000 s47)

Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).

- a) Non-tuition fees: Non-tuition fees will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.
- b) Non-commencement with no notification of withdrawal: If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, one terms tuition fees (50% of 1 study period) will be retained from tuition fees received by the school.
- c) Non-Commencement with notification of withdrawal:
  - a. If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the school will all fees received less any non-refundable payments.
  - b. If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the school will refund all fees received less any non-refundable payments and one terms tuition fees (50% of 1 study period).

- d) Refunds after commencement of a course:
- a. If tuition fees for up to 1 term have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the school in writing of withdrawal before completing the term, no tuition fees will be refunded.
  - b. If tuition fees for more than 1 term have been received in advance: If fees for more than one term have been received in advance, and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of unused tuition fees less any non-refundable payments and one terms tuition fees (50% of 1 study period), provided that at least 1 terms' (10 weeks) written notice of withdrawal has been received.

NB: Where less than 1 terms' (10 weeks) notice of withdrawal is received, the school will charge 1 terms' fees in lieu of notice.

**(e) Refunds in the event of a provider-initiated cancellation of enrolment:**

- i. Unless otherwise approved by the Headmaster, no refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
  - o Failure to maintain satisfactory course progress (visa condition 8202). Please see *Monitoring Course Progress and Attendance Policy*
  - o Failure to maintain satisfactory attendance (visa condition 8202). Please see *Monitoring Course Progress and Attendance Policy*
  - o Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see *School Accommodation and Welfare Policy*
  - o Failure to pay course fees.
  - o Any behaviour identified as resulting in enrolment cancellation in *St Paul's School's Code of Conduct, Character Framework or Behavioural Choices and Consequences Framework*
- ii. Any refund in the case of cancellation of a student's enrolment for failure to maintain *St Paul's School's* agreed conditions of enrolment as outlined in the student's written agreement, including failure to disclose required information at the point of application or a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the school.

Any refund in the case of cancellation of a student's enrolment for failure to maintain *St Paul's School's* agreed conditions of enrolment as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the School.

**8. Provider Default**

- a) If for any reason the school is unable to offer a course on an agreed starting day for the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees\* received by the school with respect to the student will be made within 14 days of the agreed course starting day.
- b) If for any reason the school is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the school, a full refund of any unused tuition fees\* received by the school with respect to the student will be made within 14 days of the school's default day.
- c) In the event that the school is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation> .

\*Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of *Education Services for Overseas Students (Calculation of Refund) Specification 2014*). <http://www.comlaw.gov.au/Details/F2014L00907>

(d) *St Paul's School* currently has an arrangement with third-party VET providers to deliver certificate courses to international students. Where such a provider goes into default:

- i) From a *financial* perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.
  - ii) From a *course delivery* perspective, if the RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school must ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.
- (e) This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

#### Definitions

- a) Non-tuition fees – fees not directly related to provision of the student's course, including Homestay Fee, Overseas Health Cover, QSA Levy, Welfare Fee.
- b) Tuition fees – fees directly related to the provision of the student's course, including Course Tuition Fees, Laptop Levy, Enrolment Deposit, and Placement Fee.
- c) Course Fees – the sum of tuition fees and non-tuition fees received by the School in respect of the student in order for the student to undertake the course.
- d) Study Period – a study period is 1 semester which is 2 terms or approx 20 weeks

If student changes visa status (e.g. becomes a temporary or permanent resident) they will be required to provide a copy of their Notification of Residency or Long Stay Visa Grant. Domestic fees will be applied from the next Semester.

## SCHOOL DEFERMENT, SUSPENSION AND CANCELLATION POLICY

### 1. Communicating with families about changes in enrolment status

- a) All communications regarding changes to enrolment status will be made directly with students and parents, in accordance with the latest contact details provided to the school.
- b) Parents must therefore keep *St Paul's School* informed of their current contact details, as per the conditions of the student visa.
- c) Where relevant and where approved by the parents, the school may also share copies of correspondence with the child's education agent to help facilitate communication about any changes in enrolment status. However, the parents with whom the school has a formal written agreement are the primary contact for the school in such matters. The school will not act on any decision affecting the student's enrolment that is not made by the parents.

### STUDENT-INITIATED CHANGES IN ENROLMENT

### 2. Deferment of commencement of study requested by student

- a) *St Paul's School* will only grant a deferment of commencement of studies for compassionate and compelling circumstances. These include but are not limited to:
  - i) illness, where a medical certificate states that the student will be unable to attend classes
  - ii) bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)

- iii) major political upheaval or natural disaster in the home country that has impacted on expected commencement of studies
- iv) a traumatic experience which has impacted on the student (where possible, these cases should be supported by police or psychologists' reports).
- v) after undertaking ELICOS studies, the student has not/will not meet the English language benchmark required for entry into the desired course, and the school is willing to defer the student's commencement in the course until a later date when the required benchmark is achieved.

Note: an application to defer commencement in a mainstream course can only be supported where the student will not exceed the maximum duration for *St Paul's School's* ELICOS course (see written agreement conditions and Entry Requirements policy).

- b) All applications for deferment will be considered within 5 working days.
- c) The final decision for assessing and granting a deferment of commencement of studies lies with the Headmaster or Registrar (International). Where a student's request to defer his/her commencement of studies is refused, the student has a right of appeal (see *St Paul's School's* Complaints and Appeals policy).
- d) Deferment will be recorded on PRISMS within 14 days of being granted.

### 3. Suspension of study requested by student

- a) Once the student has commenced the course, *St Paul's School* will only grant a suspension of study for compassionate and compelling circumstances. These include but are not limited to:
  - i. illness, where a medical certificate states that the student was unable to attend classes
  - ii. bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided)
  - iii. major political upheaval or natural disaster in the home country requiring emergency travel that has/will impact on studies
  - iv. a traumatic experience which has impacted on the student (where possible, these cases should be supported by police or psychologists' reports).
  - v. Student return to their home country to sit a university exam (or similar assessment) which impacts upon their education
- b) Where there is a significant issue impacting upon a student's attendance or course progress, it is essential that the student or parents contact the school as soon as possible to discuss the concern so that appropriate support can be put in place. Where deemed necessary, this may involve temporarily suspending the student's enrolment so that matters can be resolved without having a negative impact on the student's ability to satisfy their visa conditions.
- c) Temporary suspensions of study cannot exceed 6 months duration.
- d) Suspensions will be recorded on PRISMS within 14 days of being granted if the student is under 18 years of age, and within 31 days if the student is over 18 years of age.
- e) The period of suspension will not be included in attendance calculations.
- f) Applications will be assessed on merit by the Registrar (International) in consultation with House Leader and Headmaster if necessary
- g) Some examples of circumstances that are not considered compassionate and compelling at *St Paul's School* include:

- i. Requests for early departure or late return from vacation, including inability to secure cheap flights
  - ii. Leaving early or returning late from holidays in order to attend festivals in the student's home country
  - iii. Returning home to attend family gatherings that occur during term time.
- h) As part of any assessment of a request to defer or temporarily suspend studies, the impact of the request on the student's ability to complete their intended course of study in accordance with their CoE/s and student visa will be considered. Any implications will be communicated to students.
- i) All applications for suspension will be considered within 5 working days.
- j) The final decision for assessing and granting a suspension of studies lies with the Registrar (International) after consultation with House Leader/Headmaster/Director of International Education. Where a student's request to suspend studies is refused, the student has a right of appeal (see *St Paul's School's* Complaints and Appeals policy).

#### **4. Student-initiated cancellation of enrolment**

- a) All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Headmaster. Please see *St Paul's School's* Refund Policy for information regarding refunds.
- b) A student will be deemed to have inactively notified *St Paul's School* of cancellation of enrolment where:
- i. the student has not yet finished his/her course/s of study with the school, and
  - ii. does not resume studies at the school within [14 days] after a holiday break, and
  - iii. the student has not previously provided the school with written notification of withdrawal.
- c) Student-initiated cancellation of enrolment, including "inactive" cancellation of enrolment in 4.b), above, is not subject to *St Paul's School's* Complaints and Appeals Policy.

### **SCHOOL-INITIATED CHANGES IN ENROLMENT**

#### **5. School-initiated exclusion from class or suspension from attending school (no impact on CoE)**

- a) *St Paul's School* may exclude a student from class studies or suspend attendance from school on the grounds of misbehaviour by the student. Temporary exclusion or suspension will occur as the result of any behaviour identified as resulting in exclusion in *St Paul's School's* Code of Conduct and Behavioural Choices and Consequences Framework.
- b) Students may also be excluded from class or suspended from school for failure to pay fees that he/she was required to pay in order to undertake or continue the course, as stated in the written agreement.
- c) Where *St Paul's School* intends to exclude a student from class or suspends a student from school, the student's House Leader will work through *the appropriate sanctions on the Behavioural Choices and Consequences Framework*.
- d) Excluded or suspended students must abide by the conditions of their withdrawal from studies or school, and must adhere to any welfare and accommodation arrangements in place, as determined by their House Leader or the Headmaster
- e) Where the student is provided with homework or other studies for the period of the exclusion or suspension, the student must continue to meet the academic requirements of the course.

- f) Exclusions from class or suspensions from school under this section of the policy:
- will not be included in attendance calculations for the study period,
  - will not impact the CoE or study, and
  - will not be recorded on PRISMS
  - will not be visible to the Department of Home Affairs (Immigration).

**6. School-initiated suspension of enrolment (CoE will be impacted)**

- a) *St Paul's School* may initiate a suspension of enrolment for a student on the grounds of misbehaviour by the student. Suspension will occur as the result of any behaviour identified as resulting in suspension in *St Paul's School's* Code of Conduct and Behavioural Choices and Consequences Framework.
- b) Student enrolment may also be suspended for failure to pay fees that he/she was required to pay in order to undertake or continue the course, as stated in the student's written agreement.
- c) Where *St Paul's School* intends to suspend the enrolment of a student, it will first issue a letter that notifies the student and parents of this intention. The letter will provide details of the reason/s for the intended suspension, potential impact on the CoE and study path, as well as information about how to access *St Paul's School's* internal appeals process. Further information about the appeals process in the event of a school-initiated suspension is outlined below.
- d) Suspended students must abide by the conditions of their suspension of enrolment and must adhere to any welfare and accommodation arrangements in place, as determined by the Registrar (International)
- e) Students whose enrolment have been suspended for more than 28 days may need to contact Department of Immigration. (Please see contact details at: <https://immi.homeaffairs.gov.au/help-support/contact-us>.)
- f) Where applied, a suspension of enrolment will impact the student's CoE and will be recorded on PRISMS. The suspension will therefore be visible to the Department of Home Affairs (Immigration).
- g) The period of suspension will not be included in attendance calculations.

**7. School-initiated cancellation of enrolment (CoE will be impacted)**

- a) *St Paul's School* will cancel the enrolment of a student under the following conditions:
- i) Any breach of an agreed condition of enrolment as outlined in the student's written agreement, including failure to disclose information required by the school at the point of application or a pre-existing condition requiring a high degree of specialised support or care
  - ii) Failure to pay course fees
  - iii) Failure to maintain approved welfare and accommodation arrangements (visa condition 8532)
  - iv) Any behaviour identified as resulting in cancellation in *St Paul's School's* Code of Conduct and Behavioural Choices and Consequences Framework
- b) Where *St Paul's School* intends to cancel the enrolment of a student it will first issue a letter which notifies the student and parents of this intention. The letter will also provide details of the reason/s for the intended cancellation, as well as information about how to access *St Paul's School's* internal appeals process. Further information about the appeals process in the event of a school-initiated cancellation is outlined below.



- c) *St Paul's School* is required to report any confirmed breach of course progress and attendance requirements to the Department of Immigration. Where a student is reported for breach of visa condition, his/her enrolment at *St Paul's School* will be cancelled and this may impact on the student's visa. Further information can be found in *St Paul's School's* Course Progress and Attendance Policy.
- d) For the duration of the internal appeals process, *St Paul's School* will maintain the student's enrolment and the student will attend classes as normal. The student's House Leader will determine if participation in studies will be in class or under a supervised arrangement outside of classes.
- e) If a student decides to access *St Paul's School's* complaints and appeals process because they have been notified of a school-initiated suspension or cancellation of enrolment under Standard 9, the change in enrolment status will not be reported in PRISMS until the internal complaints and appeals process is finalised, unless extenuating circumstances relating to the welfare of the student apply (see Definitions below).
- f) Where extenuating circumstances are deemed to exist, a student may still access the complaints and appeals process, but *St Paul's School* need not await the outcome of this process before changing the student's enrolment status in PRISMS. If the school has issued a CAAW for such a student, welfare provisions under Standard 5.6 are applicable.
- g) The use of extenuating circumstances by *St Paul's School* to suspend or cancel a student's enrolment prior to the completion of any complaints and appeals process will be supported by appropriate evidence.
- h) The final decision for evaluating extenuating circumstances lies with the Headmaster.

#### **8. Student to seek information from Department of Immigration**

- a) Deferment, suspension and cancellation of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students can visit the Department of Home Affairs (Immigration) Website <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/student-500> for further information about their visa conditions and obligations.

#### **9. Definitions**

- a) CoE – 'Confirmation of Enrolment' - The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before Home Affairs will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled.
- b) Deferment of enrolment - To defer or suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, PRISMS of the deferment of enrolment. A student may request a temporary deferment to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student.
- c) Exclusion from class – when a student is not allowed to attend classes for a period of time by may access learning material offline.
- d) Suspension from attending school - when a student is removed from school or class for a period of time. After a suspension, they will return to school or class. When considering suspending a student, the Principal must take into account the disruption to your child's learning, their disability, home circumstances, educational needs.

- e) Suspension of enrolment - To suspend enrolment means to temporarily put studies on hold (adjourn, delay, postpone). Providers do this by notifying the Department of Education, through PRISMS of the suspension of enrolment. A student may request a temporary suspension to his or her enrolment on the grounds of compassionate or compelling circumstances. A provider may also initiate suspension of a student's enrolment due to misbehaviour of the student. It is important to note the meanings of the terms for this context – suspension of enrolment is not necessarily due to misbehaviour – suspension of enrolment may also be initiated by the student.
- f) Cancellation of enrolment - The provider notifies the Department of Education through PRISMS that it wishes to permanently cancel (terminate) the student's enrolment. Once this process is complete, the student's CoE status will be listed as 'cancelled'.
- g) PRISMS - The Provider Registration and International Student Management System (PRISMS) is the system used to process information given to the Secretary of DEST by registered providers.
- h) Day – any day including weekends and public holidays in or out of term time
- i) Extenuating circumstances - if the student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

Examples include:

- the student refuses to maintain approved welfare and accommodation arrangements (for students under 18 years of age)
- the student is missing
- the student has medical concerns or severe depression or psychological issues which lead the school to fear for the student's wellbeing
- the student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the student or others
- is at risk of committing a criminal offence, or

the student is the subject of investigation relating to criminal matters.

## OVERSEAS STUDENT TRANSFER REQUEST POLICY

St Paul's School's Overseas student transfer policy and processes apply to:

- overseas students requesting to transfer prior to completing the first six months of their first registered school sector course or
- where the student has completed the first six months of their enrolment in their first registered school sector course and wishes to transfer but the provider holds welfare responsibility via a CAAW.

### Overseas students requesting to transfer prior to completing the first six months of their first registered school sector course:

1. Overseas students are restricted from transferring from their first registered school sector course of study for a period of six months. This restriction also applies to any course(s) packaged with their first registered school sector course of study. Exceptions to this restriction are:
  - a) If the student's course or school becomes unregistered
  - b) The school has a government sanction imposed on its registration
  - c) A government sponsor (if applicable) considers a transfer to be in the student's best interests
  - d) If the student is granted a release in PRISMS.

2. Students can apply to be released by submitting a Student Transfer Request Application at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the first registered school sector course of study or is under 18 years of age, conditions apply.
3. St Paul's School will only release a student before completing the first six months of their first registered school sector course in the following circumstances:
  - a) The student has changed welfare and accommodation arrangements and is no longer within a reasonable travelling time of the school.
  - b) The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with St Paul's School 's intervention strategy to assist them in accordance with Standard 8 (Overseas student visa requirements).
  - c) The student provides evidence of compassionate or compelling circumstances.
  - d) St Paul's School fails to deliver the course as outlined in the written agreement.
  - e) The student provides evidence that their reasonable expectations about their current course are not being met.
  - f) The student provides evidence that he / she was misled by St Paul's School or an education or migration agent regarding St Paul's School or its course and the course is therefore unsuitable to his/her needs and/or study objectives.
  - g) An appeal (internal or external) on another matter results in a decision or recommendation to release the student.
  - h) Any other reason stated in the policies of St Paul's School.
4. Students under 18 years of age MUST also have:
  - a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
  - b) Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative
5. St Paul's School will NOT agree to the transfer before the student completes the first six months of their first registered school sector course in the following circumstances:
  - a) The student's progress is likely to be academically disadvantaged
  - b) St Paul's School is concerned that the student's application to transfer is a consequence of the adverse influence of another party
  - c) The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer
  - d) The student has not accessed school support services which may assist with making adjustments to a new environment, including academic and personal counselling services
  - e) School fees have not been paid for the current term/semester.
6. To apply for transfer to another provider, students need to:
  - a) Complete an Application for Student Transfer Form available from the International School Office
  - b) Give this completed application form and a valid offer of enrolment from another provider the Reistrar (International) for assessment.
  - c) If under 18 years of age, attach written confirmation of the parent/s or legal guardian/s support for the transfer to the nominated provider.  
In this case, the valid offer of enrolment must also confirm the new provider's acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from St Paul's School, in

accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

7. St Paul's School will assess the student's transfer request application and notify the student of a decision within 10 working days.
8. If St Paul's School grants the student's transfer request, the student will be notified, and the decision will be reported to the Department of Home Affairs (Immigration) via PRISMS.
9. If St Paul's School intends to refuse the student's transfer application request, St Paul's School will provide the student with reasons for refusal in writing and include a copy of St Paul's School 's complaints and appeals policy (available in the International Student Policies Handbook sent to them at the time of enrolment and available at: <https://www.stpauls.qld.edu.au/international-school/>). The student has the right to access St Paul's School 's complaints and appeals process and has 20 working days to do this. The student's transfer request application will only be finalised in PRISMS after one of the following occurs:
  - a) the student confirms in writing they choose not to access St Paul's School 's complaints and appeals process, or
  - b) the student confirms in writing they withdraw from any appeals process they have commenced, or
  - c) the appeals process is completed, and a decision has been made in favour of the student or St Paul's School.
10. Applications to transfer to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

Student who are no longer subject to the transfer restriction but where St Paul's School holds welfare responsibility via a CAAW.

11. Students under 18 years of age MUST have:
  - a) Written evidence that the student's parent(s)/legal guardian supports the transfer application
  - b) Written confirmation that the receiving provider will accept responsibility for and communicate with the student about approving the student's accommodation, support, and general welfare arrangements from the proposed date of release where the student is not living with a parent / legal guardian or a suitable nominated relative
12. To apply for transfer to another provider, students need to:
  - a) Complete an Application for Student Transfer Form available from the International School Office
  - b) Give this completed application form and a valid offer of enrolment from another provider to the Registrar (International) for assessment and response within 10 working days.
  - c) If under 18 years of age, attach written confirmation of support for the transfer to the nominated provider by a parent/s or legal guardian/s.

In this case, the valid offer of enrolment must confirm acceptance of responsibility for approving the student's accommodation, support and general welfare arrangements from the proposed date of the student's release from St Paul's School in accordance with Standard 5 (Younger overseas students) of the 2018 National Code of Practice for Providers of Education and Training for Overseas Students.

13. St Paul's School will negotiate the welfare transfer date with the receiving provider and will advise the student of the welfare transfer date within 10 working days.

Transfers to another registered provider may have visa implications. The student is advised to contact the Department of Home Affairs (Immigration) office as soon as possible to discuss any implications: <https://immi.homeaffairs.gov.au/help-support/contact-us>.

## SCHOOL COMPLAINTS AND APPEALS POLICY

A copy of this policy will be provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed, and again during orientation or within 7 days of the commencement of student attendance of the enrolled course.

1. Purpose
  - a) The purpose of *St Paul's School's* Complaints and Appeals Policy is to provide a student or parent(s)/legal guardian with the opportunity to access procedures to facilitate the resolution of a dispute or complaint involving *St Paul's School*, or an education agent or third party engaged by *St Paul's School* to deliver a service on behalf of *St Paul's School*.
  - b) The internal complaints and appeals processes are conciliatory and non-legal.
2. Complaints against other students
  - a) Grievances brought by a student against another student will be dealt with under the school's Code of Conduct and Behavioural Choices and Consequences Framework.
3. Informal Complaints Resolution
  - a) In the first instance, *St Paul's School* requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
  - b) Students should contact the Registrar (International) in the first instance to attempt mediation/informal resolution of the complaint.
  - c) If the matter cannot be resolved through mediation, the matter will be referred to the Headmaster and *St Paul's School's* internal formal complaints and appeals handling procedure will be followed.
4. Formal Internal Complaints Handling and Appeals Process
  - a) The process of this grievance procedure is confidential, and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.
  - b) The student must notify the school in writing of the nature and details of the complaint or appeal.
  - c) Written complaints or appeals are to be lodged with the *Registrar (International)*
  - d) Where the internal complaints and appeals process is being accessed because the student has received notice by the school that the school intends to report him/her for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 working days from the date of receipt of notification in which to lodge a written appeal.
  - e) Complaints and appeals processes are available to students at no cost.
  - f) Each complainant has the opportunity to present his/her case to the Headmaster
  - g) Students and / or the School may be accompanied and assisted by a support person at all relevant meetings.
  - h) The formal internal complaints and appeals process will commence within 10 working days of lodgement of the complaint or appeal with the Registrar (International) and will be finalised within 10 working days, or as soon as practicable.
  - i) For the duration of the internal complaints and appeals process the student's enrolment will be maintained, as required under the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* and the student must continue to attend classes.

However, if the Headmaster deems that the student's health or well-being, or the well-being of others is at risk he/she may decide to suspend or cancel the student's enrolment before the complaints and appeals

process has been accessed or fully completed. In such cases, the student may still lodge a complaint or appeal, even if the student is offshore.

- j) Once the Headmaster has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome, and a copy will be retained on the student's file.
- k) If the complaints and appeals procedure finds in favour of the student, *St Paul's School* will immediately implement the decision and any corrective and preventative action required and advise the student of the outcome and action taken.
- l) Where the outcome of a complaint or appeal is not in the student's favour, the school will advise the student within 10 working days of concluding the internal review of the student's right to access the external appeals process.

However, the school is only obliged to await the outcome of an external appeal if the matter relates to a breach of course progress or attendance requirements. For all other issues, the school may take action (including making changes to the student's enrolment status in PRISMS) in accordance with the outcome of the internal appeal.

#### 5. External Appeals Processes

- a) If the student is dissatisfied with the conduct or result of the internal complaints and appeals procedure, they may contact and / or seek redress through the Overseas Students Ombudsman at no cost. Please see: <http://www.ombudsman.gov.au/How-we-can-help/overseas-students> or phone 1300 362 072 for more information.
- b) If the student wishes to appeal a decision made by *St Paul's School* that relates to being reported for a breach of course progress or attendance requirement (under Standard 8), the student must lodge this appeal with the Overseas Student Ombudsman's office within 10 working days of being notified of the outcome of his/her internal appeal.
- c) If the student wishes to appeal a decision made by *St Paul's School* that relates to:
  - i) refusal to approve a transfer application (under Standard 7), or
  - ii) suspension or cancellation of the student's enrolment (under Standard 9)

any choice to lodge an external appeal with the Overseas Student Ombudsman is at the student's discretion. The school need not await the outcome of any external appeal lodged, before implementing the outcome of the internal appeal.

#### 6. Other legal redress

- a) Nothing in the School's Complaints and Appeals Policy negates the right of an overseas student to pursue other legal remedies.

#### 7. Definitions

- a) Working Day – *any day other than a Saturday, Sunday or public holiday during term time*
- b) Student – *a student enrolled at St Paul's School or the parent(s)/legal guardian of a student where that student is under 18 years of age*
- c) Support person – *for example, a friend/teacher/relative not involved in the grievance.*

## SCHOOL ACCOMMODATION AND WELFARE POLICY

### Care for younger students under 18 years

St Paul's School is a CRICOS-registered provider which enrolls younger students under 18 years of age.

As part of its registration obligations St Paul's School must satisfy Commonwealth and State legislation, as well as any other regulatory requirements, relating to child welfare and protection for any overseas student enrolled who is under 18 years of age. These obligations include ensuring that all overseas students under 18 years of age are given age-and culturally appropriate information on:

- who to contact in emergency situations, including contact number/s of a nominated staff member, and
- how to seek assistance and report any incident or allegation involving actual or alleged sexual, physical or other abuse.

St Paul's School has documented procedures relating to child welfare and safety and will implement these procedures in the event that there are any concerns for the welfare of a student under 18 years of age.

### Accommodation and care options for overseas students under 18 years

St Paul's School approves the following accommodation and care options for overseas students:

#### 1) **The student will live with a parent or relative approved by the Department of Immigration.**

In this case:

- i. The School does **not** provide a welfare letter (CAAW) via PRISMS. The student's family completes Form 157N and provides proof of relationship to Department of Home Affairs (Immigration) at the time of visa application for approval of these arrangements. The Department of Home Affairs (Immigration) must also approve any further change of welfare arrangements.
- ii. If the adult responsible for the welfare, accommodation and other support arrangements for a student under 18 years holds a Student guardian Visa (subclass 590), all obligations and conditions of this visa must be met, including:
  - not leaving Australia without the nominating student unless there are compassionate and compelling circumstances and the School has first approved alternative welfare and accommodation arrangements for the student for the adult's period of absence, and
  - advising the Department of Home Affairs (Immigration) of any change of address, passport or other changes of circumstances.

St Paul's School requires holders of Student Guardian Visas to:

- i. maintain Overseas Visitor Health Cover for themselves and any dependent children living with them in Australia
- ii. immediately advise the School of any change to address or contact details
- iii. immediately advise the School if there are any compassionate or compelling reasons to travel overseas or not be at home for an extended period of time to care for the student.

If there is a valid reason for travelling overseas, and the School is able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the School will provide documentation approving temporary care arrangements for the student to the student's guardian and for the Department of Home Affairs (Immigration) via PRISMS.

If there is not a valid reason for travelling overseas, or if the School is not able to approve alternative accommodation and care arrangements for the student for the period of student

guardian visa holder's absence, the student will need to travel overseas with the holder of the student guardian visa. In this case, the School will advise if compulsory attendance requirements will or will not be affected by the student's absence.

**2) The student will live in school approved accommodation and welfare arrangements and St Paul's School will generate the welfare letter (CAAW) via PRISMS to accompany the student's Confirmation of Enrolment (CoE).**

Accommodation options that may be approved by St Paul's School for full fee paying 500 visa subclass students under 18 years of age include:

- i. Homestay Program operated by St Paul's School
- ii. Private accommodation and care arrangements requested by the parent but approved by the School which meet all requirements under relevant state and commonwealth legislation.

St Paul's School will maintain approval of accommodation and care arrangements until:

- i. The student completes the course and departs Australia
- ii. the student turns 18 years
- iii. any appeals process in relation to St Paul's School's intentions to cancel the student's enrolment has been finalised (including suspensions, cancellations, course progress and attendance)
- iv. the student has alternative welfare arrangements approved by another registered provider
- v. a parent or nominated relative approved by the Department of Home Affairs (Immigration) assumes care of the student
- vi. St Paul's School has notified the Department of Home Affairs (Immigration) that it is no longer able to approve the student's welfare arrangements and has taken the required action after not being able to contact the student.

Any accommodation, welfare and other support arrangements for the student must be approved by St Paul's School, including arrangements provided by third parties.

Accommodation and care arrangements are checked prior to approval and at least every six months thereafter to ensure they are appropriate to the student's age and needs.

Any adults involved in or providing accommodation and welfare arrangements to the student have a blue card as appropriate [Blue Card Services website](#)

Any changes to approved arrangements must also be approved by the School.

If a student cannot be located and the School has concerns for their welfare, the School will contact the student's parents / legal guardian and notify the police and any other relevant authorities.

If a student for whom the School has issued a CAAW refuses to maintain approved arrangements, the School will report this to the Department of Home Affairs (Immigration) and advise the student to contact the Department of Home Affairs (Immigration) to ensure visa implications are understood: [DHA enquiries](#).



In the event of a significant or critical welfare issue involving the student, and if determined necessary by the school, a parent, legal guardian or approved relative agrees to travel to a designated location within 5 days to assume care of the student until the situation has been resolved to the school's satisfaction.

If a parent / nominated guardian wishes to assume welfare responsibility, the parent / nominated guardian must notify the school as soon as practicable of their intentions and must provide the school with written evidence of a guardian visa grant.

- 3) **For School vacation periods, students under 18 years of age for whom St Paul's School has issued a CAAW will:**
- i. return home to parents, or
  - ii. continue to live in Homestay arranged and approved by the school, or
  - iii. apply for approval to spend the vacation with relatives or a friend's family, or
  - iv. apply to attend a supervised excursion, camp, etc., if all requirements are met in order to attain school approval.
- 4) **Accommodation options for students 18 years and older include:**
- i. Homestay Program, including private arrangements requested by a parent
  - ii. Over 18 student accommodation, where the full application process has been followed by the student and the arrangement has been approved by the School.
- 5) **For School vacation periods, the following accommodation options are available to students 18 years or older:**
- i. Student returns home to parents
  - ii. Student continues to live in Homestay, details of which are recorded by the School
  - iii. Student may spend vacation with friend's family or relatives, provided details are given and approval is given by the School
  - iv. Student may attend a supervised excursion, camp, etc., provided details are given
  - v. On a case by case bases, the School may consider allowing students over 18 travelling unaccompanied during vacation periods, provided details are given and approval has been received by the School.
- 6) **Homestay / private accommodation arrangements at St Paul's School:**
- The Homestay / private accommodation arrangements operated and approved by St Paul's School meet Queensland legislative requirements for child protection as well as Standard 5 of the 2018 National Code of Practice for Providers of Education and Training to Overseas Students.
- These include
- i. Continuous dates for approved welfare arrangements
  - ii. Documented procedures for checking suitability of accommodation, support and general welfare arrangements before a student is placed in an approved arrangement, and at least every six months thereafter, covering
    - o Guidelines for selecting, screening and monitoring each family and ensuring the family can provide age appropriate care and facilities for the duration of the student's enrolment at the school

- Criteria about accommodation services to be provided, and contract for arrangements about providing accommodation services
- Orientation program for families new to provision of homestay services
- iii. Blue cards as required for adults living in the homestay / private arrangement, other than overseas students, or who otherwise have regular contact with the student. \*

**\*Note:** As of 31 August 2020, “No card, No start” blue card requirements apply for providers of child accommodation services, unless an exemption applies.

## POLICY ABOUT EDUCATION AGENTS

Education agents are engaged to formally represent *St Paul's School* under the following conditions:

- The education agent agrees to comply with the requirements of Standard 4 in the 2018 National Code, including
  - declaring in writing and taking reasonable steps to avoid conflicts of interests with any duties as an education agent representing *St Paul's School* (St 4.3.1)
  - observing appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students (St 4.3.2)
  - acting honestly and in good faith, and in the best interests of the student (St 4.3.3)
  - having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics (St 4.3.4)
- The education agent signs and abides by the conditions of the School's written agency agreement
- The education agent responds appropriately to School monitoring activities and corrective and preventative action, and understands the grounds for termination of agreement as outlined in Standard 4.4 of the 2018 National Code
- The education agent accurately promotes the services and facilities provided by the school and uses up to date marketing materials as supplied by the School.

*St Paul's School* will not accept a student from an education agent if it is known or suspected at any time that the agent

- engages in or has previously engaged in dishonest practices;
- deliberately attempts to recruit a student within the first six months of that student's study in their first registered school sector course with another provider;
- facilitates the enrolment of a student he/she believes will not comply with visa conditions, or is not a bona fide student, or
- provides immigration advice where he/she is not authorised to do so under the Migration Act 1958

*St Paul's School* may receive a student enrolment application from an education agent on behalf of the parent. As the education agent has not been engaged by the school to formally recruit students on the school's behalf, such an agent would fall outside the scope of NC St 4.

A list of education agents with whom the school has a formal written agreement are listed on the home page of *St Paul's School's* website and is readily available to students and regulators.

*St Paul's School* enters and keeps up to date details and records about education agents with whom the school has a formal written agreement and who facilitate enrolment of students.

Information recorded about education agents includes:

- the agent's name
- the address of the agent's principal place of business

- if the agent is a body corporate—the address of the body corporate’s registered office
- the agent’s postal address (if different from address for principal place of business/registered office)
- the agent’s phone number, email address and website address (if any)
- the agent’s ABN or ACN (if any)
- the agent’s trading name or names (if any)
- if the agent is a body corporate—the names of the body corporate’s directors
- if the agent is a registered migration agent—the agent’s Migration Agents Registration Number
- the following information about each of the agent’s employees (if any) who are involved in the agent facilitating the enrolment:
  - the employee’s name;
  - the employee’s email address;
- if the employee is a registered migration agent—the employee’s Migration Agents Registration Number.

## SCHOOL CRITICAL INCIDENT POLICY

### 1. Policy

St Paul’s School is committed to ensuring that in the event of a critical incident the safety and welfare of students and staff is assured. Notification of authorities, counselling and release of information shall be managed in a planned, orderly and timely manner to expedite the restoration of normal School and routine activities. Teachers have to continue their regular teaching program and administrators are responsible for running the School, often under adverse conditions, while at the same time comforting and supporting others.

### 2. The Meaning of “Critical Incident”

A critical incident is defined broadly as any situation faced by a School community that causes its members to experience unusually strong reactions, which have the potential to interfere with their ability to function either at the time the situation arises or later. This document applies when such conditions prevail.

- The specific incident will determine the actions the School will take. These will vary according to:
- The degree to which the incident is public
- The severity of the incident
- The age of those affected by it
- The extent of the involvement – of students, staff, other people

#### 2.1 Examples of Critical Incidents

- The accidental death, serious injury or terminal illness of a student, staff member or family member
- The destruction of part, or the whole of School
- Major vandalism
- The murder of a student, staff member or family member
- An individual student or a group of students lost or injured on an excursion, overseas trip, or interstate tour
- Students and/or staff members being taken hostage
- A natural disaster, such as flooding, earthquake, electrical storm damage
- Student or staff suicide
- A sexual assault
- Enforced School closure

- An act of terrorism
- Pandemic or epidemic

### 3. Accountabilities

#### 3.1 Headmaster

The Headmaster has executive responsibility for the management of the crisis at St Paul's School. Specific responsibilities include:

- Contact and liaise with appropriate Emergency Services and Government Departments depending on severity and risk of spread of harm to School community
- Organise and co-ordinate response to and containment of the Critical Incident
- To inform the Chairman of the St Paul's School Council and if necessary, the Anglican Diocese of Brisbane
- To prepare an official statement for use with the media, staff, parents and students (prepared in consultation with Media Advisors of the Diocese, if necessary); correspondence to families may be in the form of a pastoral letter/email
- To assume responsibility as the spokesperson to the media on behalf of the affected School community

#### 3.2 The Critical Incident Response Team (CIRT)

##### 3.2.1 Headmaster – Critical Incident Controller

The Headmaster has ultimate responsibility for the management of the crisis and implementation of the Critical Incident Response Plan (CIRP) at St Paul's School. Responsibilities include:

- To contact those staff, students and parents directly affected
- To convene the initial meeting of CIRT (as a matter of urgency) to consider implementation of an action plan
- If international students are involved, liaise with staff members who are responsible for International students to ensure compliance with the ESOS Act 2000
- In conjunction with the Senior Leaders, organise and co-ordinate response to and containment of the Critical Incident
- Contact and liaise with appropriate Emergency Services and Government Departments depending on severity and risk of spread of harm to the School community
- Formulate an official statement for staff and students and front-desk reception staff
- To ensure that official statements and pastoral letters are distributed to the relevant parties in a timely manner
- To arrange and chair a meeting of all staff to inform them of the situation and advise regarding action to be taken
- If required, to prepare a Statement of Fact to issue to Class Teachers/Tutors. Relevant resource materials for debriefing students are to be distributed to teaching staff
- If appropriate, to visit the site of the incident or arrange a relevant executive leadership member to visit
- To conduct a debriefing
- To address the whole School on assembly
- If appropriate, to visit the families of students directly affected by the incident or to delegate this responsibility to the Pastoral Care Team (PCT)

##### 3.2.2 Executive Director of Faith and Community

Reporting directly to the Headmaster, the Executive Director of Faith and Community is responsible for managing the crisis from a logistical and administrative standpoint, as it applies to the engagement of emergency and counselling services, deployment of staff and timetable rescheduling. The main task of the Executive Director of Faith and Community is to resource the CIRP so that it is carried out in an effective, orderly and timely manner. Responsibilities include:

- To initiate then supervise the rollout of the CIRP, including contact of appropriate emergency services if required
- To contact outside agencies and counselling services as appropriate
- In consultation with the Headmaster, to determine an immediate course of action
- To gather factual information on the crisis and determine the events surrounding its occurrence, if possible
- To liaise with the Director of Junior School, Director of Operations and Executive Director of Teaching and Learning regarding the co-ordination of welfare and counselling services
- If required, to address students on assembly about the crisis
- With the Director of Marketing and Communications maintain ongoing administration and front desk reception services
- To reorganise staff as required, in consultation with the Executive Director of Teaching and Learning and the Director of Marketing
- To liaise frequently with front desk reception, ensuring there is a prepared statement from the Headmaster
- To liaise with the PCT to ensure that Chaplains, Counsellors, House Leaders and support staff are available as and when required
- To arrange and participate in debriefing at end of day for staff, if required in consultation with the Headmaster and Chaplains
- To maintain an anniversary register of the crisis
- To chair meetings of the PCT
- To direct the actions of the Director of Junior School and Director of Operations
- To liaise with House Leaders and Class Teachers/Tutors and Counsellors
- To supervise welfare aspects of the CIRP
- To visit the site of incident if appropriate
- To arrange and participate in debriefing at end of day for PCT and do follow-up if required
- To arrange for the House Leaders to collect the student's belongings when requested by immediate family
- To arrange for parents to be contacted where required

### 3.2.3 Director of Operations

Under co-ordination of the Executive Director of Teaching and Learning (in consultation with Executive Director of Faith and Community and the Chaplains):

- Staff are relieved if required
- Relief teachers are arranged if necessary
- Selected staff rostered for support duty
- Duty roster is strengthened if necessary
- Affected students are directed to the Tooth Centre
- Arrangements are made for students needing to go home
- Arrange additional staff for yard duty

Note is taken of all "at risk" students (assisted by Class Teachers/Tutors, Head of Studies Junior School and Curriculum Leaders).

### 3.2.4 Director of Junior, Executive Director of Teaching and Learning

Reporting directly to the Headmaster, these personnel are responsible for maintaining order and discipline during the crisis period. The Director of Junior School and Executive Director of Teaching and Learning will also be a part of the PCT in providing follow-up pastoral care for students affected by the incident. Specific responsibilities include:

- To liaise with the Executive Director of Faith and Community in identifying and addressing welfare issues
- To report to the Headmaster on order and disciplinary issues which occur during or as a result of the crisis
- The Registrar and Homestay Co-ordinator are consulted in order to ensure the “National Code of Practice for Providers of Education and Training to Overseas Students 2007” is taken into account; and to arrange interpreters as required (in keeping with compliance issues under the ESOS Act)
- To follow up disciplinary issues as appropriate
- To correspond with families regarding disciplinary issues
- If required, to assist in the provision of pastoral care for students affected by the incident

### 3.2.5 School Counsellors and Chaplains

Reporting to the Executive Director of Faith and Community, the School Counsellors and Chaplains will give pastoral leadership and direction to the welfare of students, staff and families affected by the crisis. The School Counsellors’ and Chaplains’ roles include the deployment of community welfare and health services personnel. Specific tasks include:

- To liaise with the Executive Director of Faith and Community and regarding affected staff and students
- To liaise with House Leaders and Director of Junior School, regarding “at risk” students
- To manage pastoral proceedings in the designated quiet room, determining staffing needs with the PCT and requesting staff from Executive Director of Faith and Community
- To give counsel and co-ordinate activities in the quiet room when required
- To assist the Executive Director of Faith and Community in contacting outside welfare agencies where required to inform them of the crisis and arrange for them to visit the School to discuss needs and assist in managing the situation
- To arrange, as appropriate, long-term service provision to individuals and families
- To lead debriefing sessions
- To maintain an accurate register of community welfare and health services
- To keep the Executive Director of Faith and Community informed of community welfare and health services details

### 3.2.6 House Leaders

Reporting to the Executive Director of Faith and Community, specific responsibilities of House Leaders include:

- To convey to students a Statement of Fact, this may be provided by the Executive Director of Faith and Community
- To identify students “at risk”
- To be available to students showing distress or to refer them to the Chaplains as considered necessary
- To record names of students identified during the day and report names to the Director of Junior School and the Director of Senior School at the end of day
- To confer with other PCT members on how to manage the crisis in the short and long term

### 3.2.7 Class Teachers/Tutors

Reporting to the House Leaders, Director of Junior School, Executive Director of Teaching and Learning specific responsibilities of Class Teachers/Tutors include:

- To check student/class rolls and identify missing students
- To initiate and ensure ongoing pastoral care of all students

- To refer to the School Counsellors any students who are presenting exceptional stress/trauma symptoms

#### 4. Procedures

##### 4.1 Critical Incident Response Plan (CIRP)

In responding to a critical incident, the measures taken will depend on the nature and gravity of the incident and the reactions felt within the School community. The following outlines a set of standard procedures for responding to a crisis either on or off campus, which leaves students and staff distressed and traumatised. These procedures will be completed within 24 hours of notification of a critical incident.

- 4.2 Headmaster is told or confirms the facts about the incident.
- 4.3 CIRP (as appropriate) is activated.
- 4.4 Headmaster or Executive Director of Faith and Community contacts appropriate Emergency Services and/or Government Departments (as necessary). ***If international students are affected, the relevant Consulate should also be contacted.***
- 4.5 Headmaster contacts Senior Leaders of the School.
- 4.6 If the incident occurs the night before, Executive Director of Faith and Community contacts all Staff (if possible), or calls a briefing for the following morning.
- 4.7 The Headmaster prepares a statement for use with the media, staff, parents and students, after consultation with Executive Director of Faith and Community. The Headmaster will assume responsibility as spokesperson to the media for the School community.
- 4.8 Chairman of the St Paul's School Council and if necessary the Diocese are informed by the Headmaster.
- 4.9 Access EAP (Employee Assistance Program) notified by Executive Director of Faith and Community and on-site presence is requested (if deemed significantly serious).
- 4.10 The Headmaster as overall Co-ordinator, convenes a meeting of the Critical Incident Response Team (CIRT).

##### **St Paul's School CIRT:**

- Headmaster
- Executive Director of Faith and Community
- Director of Curriculum
- Director of Realms of Thinking
- Director of Marketing
- Director of Junior School
- Director of Operations
- Chaplains
- Counsellors
- Relevant House Leaders (if appropriate)

##### **Main responsibilities of the CIRT:**

1. Co-ordination and communication
  2. Overseeing the implementation of the critical incident management plan
  3. Support and debriefing of students (where appropriate)
  4. Support and debriefing of staff (where appropriate)
  5. Ongoing review and familiarisation of new staff with the critical incident.
  6. Assisting Emergency Services and Government Department Agencies (where applicable)
- 4.11 CIRT identifies School community members most closely involved and clarifies ongoing responsibilities.

#### 5. Headmaster calls meeting of **whole staff**.

- 5.1 Headmaster meets with staff, along with Executive Director of Faith and Community, providing guidelines re:
- Full factual details of incident
  - What information to give to students
  - How to manage reactions
  - Referral of distressed students to counselling
  - The encouragement of students (and staff) to use the Chapel
- 5.2 Executive Director of Faith and Community convenes special meeting of the **Pastoral Care Team (PCT)**; i.e. those staff responsible for the pastoral well-being of the student and family:
- Director of Junior School, Director of Operations
  - House Leaders
  - Chaplains
  - Counsellors
- 5.3 Headmaster and Executive Director of Faith and Community inform whole School student body after consultation. To consider issuing an information paper to avoid misinformation and limit rumours.
- 5.4 Headmaster, after consultation with the Executive Director of Faith and Community, informs parents either in an information or pastoral letter:
- The facts
  - What the School has done
  - The School's plans
  - How students may react
  - How to get help
6. Under co-ordination of the Director of Operations (in consultation with Executive Director of Faith and Community and the Chaplains):
- Staff are relieved if required
  - Relief teachers are arranged if necessary
  - Selected staff rostered for support duty
  - Duty roster is strengthened if necessary
  - Affected students are directed to the Tooth Centre
  - Arrangements are made for students needing to go home
  - Arrange additional staff for yard duty
- Note is taken of all “at risk” students, assisted by Class Teacher/Tutor and Head of Studies Junior School and Head of Senior Pathways.
7. In event of a death and after consultation with the Headmaster and Executive Director of Faith and Community, if requested by family, to assist in the staging of a memorial or funeral service, in consultation with the Chaplains.
8. As appropriate:
- House Leader collects all items belonging to student. Executive Director of T&L for staff members. Parents or a designated person may wish to empty desk/locker. Spouse or family member may choose to remove items from staff member’s classroom, files and desk.
- Remove name from ALL lists. i.e. class group, subject & library book lists, computer lists etc.
9. At the end of Day 1:
- Relevant correspondence to families is mailed
  - Debriefing opportunity made available to all staff (by Chaplains and Counsellors)
  - CIRT and PCTs to debrief (led by Executive Director of Faith and Community, Director of Junior School, Director of Operations)
  - CIRT & PCT plan long-term procedures and follow up
  - Counselling and information made available after normal School hours



- Chaplains make individual contact with students/ parents/ family as appropriate
- 10.** Anniversaries  
Executive Director of Faith and Community to maintain a register and monitor those who might be affected.

# STUDENT PROGRESS, ATTENDANCE AND COURSE DURATION POLICY

Overseas students are required to meet and maintain satisfactory course progress and attendance requirements under visa condition 8202 and under Standard 8 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## 1. Course Progress

- a) The school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled.
- b) The course progress of all students will be assessed at the end of each study period of enrolment according to St Paul's School's course assessment requirements.
- c) Students who have begun part way through a study period will be assessed according to St Paul's School's course assessment requirements after completing one full study period.
- d) Students will need to demonstrate satisfactory course progress in any study period as below:

### **Primary School (Prep-Year 6):**

Students in Prep – 6 should have satisfactory achievement to progress to the next year level and complete their course.

**Students in Prep – 3** who achieve at least Exploring; in every subject attempted at the end of each semester, will be considered to have achieved satisfactory course progress.

**Students in Years 4 - 6** who achieve at least a C; in every subject attempted at the end of each semester, will be considered to have achieved satisfactory course progress.

For students who do not achieve Exploring (P-3) or C (4-6) in all subjects/areas studied at the end of a semester, St Paul's may take the student's effort [defined as no less than very good] into consideration provided the student is still able to progress to the next year level.

### **High School Preparation Program:**

To be considered as having achieved satisfactory course progress at the end of each term, students must have shown improvement according to the NLLIA Bandscales in the four macro skills. A plain English description of the NLLIA Bandscales is included on the School Reports.

All students must participate regularly during class and complete scheduled course assignments, tests, homework and activities.

For students who do not improve in all four macros skills at the end of a term, St Paul's may take the student's effort [defined as no less than very good] and their overall progress for the term into consideration for one term only. In any subsequent term the student must demonstrate an improvement according to the NILLIA Bandscale in all four macro skills in order to be considered as having achieved satisfactory course progress.

## **Junior Secondary Studies (Years 7-10):**

### **Years 7 – 9**

At the end of each semester, students must demonstrate:

- \* A minimum overall achievement of a C- grade in English (Literacy) and Mathematics (Numeracy) and
- \* A minimum overall achievement of a C- grade in other subjects studied, with no more than three of these subjects below a C- ^

All students must participate regularly during class, complete scheduled course assignments, tests, homework and activities.

^For students who do not achieve a C- in three or more other subjects studied at the end of a semester, St Paul's may take the student's effort [defined as no less than very good] into consideration for one semester only. In any subsequent semester the student must achieve a C- grade in the relevant subject in order to be considered as having achieved satisfactory course progress.

### **Year 10**

At the end of each semester, students must demonstrate:

- \* A minimum overall achievement of a C- grade in English (Literacy) and Mathematics (Numeracy) and
- \* A minimum overall achievement of a C- grade in other subjects studied, with no more than two of these subjects below a C-.

All students must participate regularly during class, complete scheduled course assignments, tests, homework, and activities.

## **Senior Secondary Studies (Years 11-12):**

Students must remain on track at the end of each semester to achieve their QCE by the end of the two-year course. All students must participate regularly during class, complete scheduled course assignments, tests, homework and activities.

- e) If at the end of a study period a student does not achieve satisfactory course progress as described above, the Registrar (International) will formally contact the parent(s) to advise that the student is at risk of breaching the course progress requirement and that there will be a meeting with the Registrar (International) and Director of International Education and the student to develop an intervention strategy for academic improvement. This may include;
- i. After hours tutorial support
  - ii. Subject tutorial support in class time
  - iii. Mentoring
  - iv. Additional ESL support
  - v. Change of subject selection, or reducing course load (without affecting course duration)
  - vi. Offer to repeat a year level (requiring an extension of course duration under Item 2c) ii) of this policy)
  - vii. Counselling – time management
  - viii. Counselling -academic skills

- ix. Counselling - personal
  - x. other intervention strategies as deemed necessary
  - xi. For HSP students - opportunity to repeat a level of study which may result in an extension to the student's original intended duration of study in the ELICOS course. Note: this option can only be utilised where the student will not exceed St Paul's School's registered course duration.
  - xii. For ELICOS students – At the school's discretion, and if appropriate, entry into mainstream studies at a lower year level than originally accepted in the student's written agreement.
- f) A copy of the student's individual strategy for academic improvement and any relevant progress reports will be forwarded to parents. Parents will be advised if the proposed strategy has any implications for fees payable, the student's progression through a package of courses, or the student's visa. Where a proposed intervention plan has significant implications for the student's course of study (as originally agreed), a new written agreement will need to be established. A new CoE may also be required.
- g) The student's individual strategy for academic improvement will be monitored over the following study period by the Registrar (International) and Director of International Education and records of student response to the strategy will be kept. Parents will be kept informed of the student's academic progress while the student is receiving formal intervention.
- h) For HSP students: If following support and intervention the ELICOS student cannot, or will not, meet the required English language benchmark for entry into their requested mainstream course, the school's Conditions of Enrolment specified in the written agreement and Entry Requirements policy will apply.

For mainstream studies: If the student does not achieve satisfactory course progress by the end of the next study period, St Paul's School will advise the student in writing of its intention to report the student for breach of visa condition 8202, and that they have 20 working days in which to access the school's internal complaints and appeals process. The notification of intention to report will be issued to the student prior to the commencement of the next semester. Following the outcome of the internal process, if the student wishes to complain or lodge an external appeal about a decision made or action taken by St Paul's School, he/she may contact the Overseas Student Ombudsman at no cost. Please see St Paul's School's Complaints and Appeals Policy for further details.

- i) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course progress as soon as practicable where:
- i. the student does not access the complaints and appeals process within 20 days, or
  - ii. the student withdraws from the complaints and appeals process by notifying the Headmaster of St Paul's School in writing, or
  - iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.

## **2. Completion within expected duration of study**

- a) As noted in 1.a., the school will monitor, record and assess the course progress of each student for the course in which the student is currently enrolled.

- b) Part of the assessment of course progress at the end of each study period will include an assessment of whether the student's progress is such that they are expected to complete their studies within the expected duration of the course.
- c) The school will only extend the duration of the student's study where it is clear the student will not be able to complete their course by the expected date because:
  - i. the student can provide evidence of compassionate or compelling circumstances (see Definitions below)
  - ii. the student has, or is, participating in an intervention strategy as outlined in 1.e.
  - iii. an approved deferment or suspension of study has been granted in accordance with St Paul's School's Deferment, Suspension and Cancellation Policy.
- d) Where the school decides to extend the duration of the student's study, the school will report this change via PRISMS within 14 days and/or issue a new COE if required. In this case, the student will need to contact the Department of Home Affairs (Immigration) to seek advice on any potential impacts on their visa, including the need to obtain a new visa.

### 3. Monitoring Course attendance

- a) Satisfactory course attendance is attendance of 80% of scheduled course contact hours. [NB the National Code St 8 specifies a minimum attendance requirement of 80%, or under certain conditions, of 70% as outlined in St 8.15. School policy can require a higher minimum attendance rate.]
- b) Student attendance is:
  - i. checked and recorded daily
  - ii. assessed regularly
  - iii. recorded and calculated over each study period.
- c) **Late arrival at school will be recorded and will be included in attendance calculations.**
- d) All unacceptable absences from school will be included in absentee calculations and should be accompanied by a medical certificate, an explanatory communication from the student's carer or evidence that leave has been approved by the Headmaster or House Leader.
- e) Any absences longer than [5] consecutive days without approval will be investigated.
- f) Student attendance will be monitored by the Registrar (International) every two weeks over a study period to assess student attendance using the following method:
  - i)  $(\text{Number of School days in a Semester} - \text{Days absent}) / \text{Numbers of School Days in a Semester} \times 100 = \text{Attendance Rate}\%$
  - ii) The monitoring process will include a review of the reasons given for student absence, including a determination of whether compassionate and compelling circumstances apply (as per Definition, below).
    - i. Where a student's absences represent grounds for the student to apply and be approved for a deferment of study or temporary suspension of enrolment, those absences will not be

- included in the student's attendance calculations for that study period (see St Paul's School's Deferment, Suspension and Cancellation Policy).
- ii. Attendance for any period of exclusion from class will be assessed under St Paul's School's Deferment, Suspension and Cancellation Policy.
- g) Parents of students at risk of breaching St Paul's School's attendance requirements will be contacted by email and students will be counselled and offered any necessary support when they have absences totalling 10% in any study period.
  - h) If the calculation at 3.f. indicates that the student has fallen below the 80% attendance threshold for the study period, St Paul's School will assess the student against the provisions of Item 3.j. (below). Where the student has failed to meet the minimum attendance requirement, and evidence of compassionate and compelling circumstances do not apply, the school will promptly advise the student of its intention to report the student for breach of visa condition 8202, and that he/she has 20 working days in which to access the school's internal complaints and appeals process
  - i) The school will notify the ESOS agency via PRISMS of the student not achieving satisfactory course attendance as soon as practicable where:
    - i. the student does not access the complaints and appeals process within 20 days
    - ii. the student withdraws from the complaints and appeals process by notifying the Headmaster of St Paul's School in writing,
    - iii. the complaints and appeals process, including any external appeal made by the student, results in a decision in favour of the school.
  - j) Students will not be reported for failing to meet the 80% attendance threshold for a study period where:
    - i. the student has produced documentary evidence in a timely manner clearly demonstrating the presence of compassionate or compelling circumstances (e.g. medical illness) supported by a medical certificate or as per Definition, below, and
    - ii. the student's attendance has not fallen below 70% for the study period.
  - k) The method for calculating 70% attendance is the same as that outlined in 3.f.
  - l) If the student's attendance falls below the 70% threshold for the study period, the process for reporting the student for unsatisfactory attendance (breach of visa condition 8202) will occur as outlined in 3.h – 3.i.

#### 4. Definitions

- a) Compassionate or compelling circumstances - circumstances beyond the control of the student that are having an impact on the student's course progress or attendance through a course. These could include:
  - i. serious illness, where a medical certificate states that the student was unable to attend classes
  - ii. bereavement of close family members such as parents or grandparents (with evidence of death a certificate if possible)

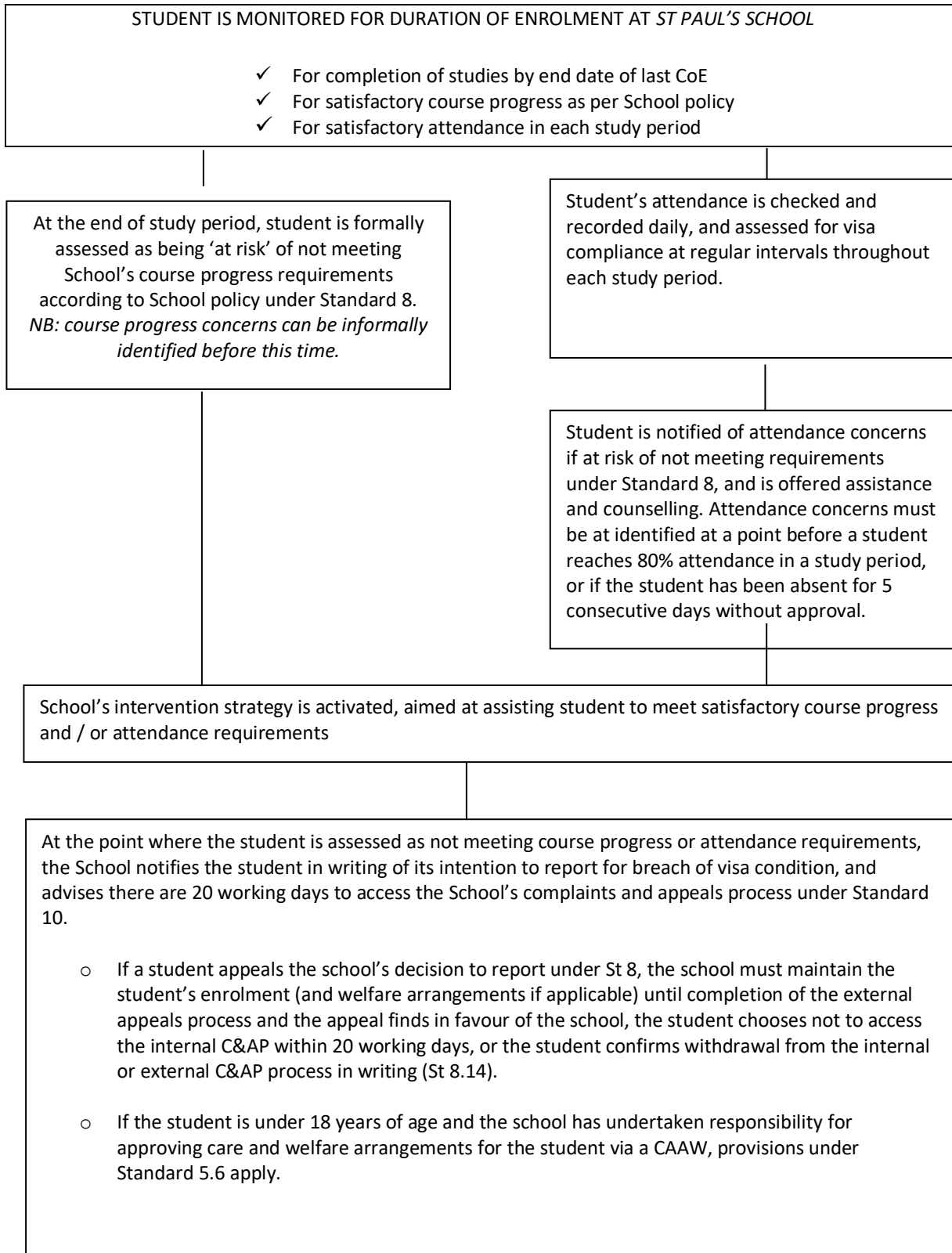
- iii. major political upheaval or natural disaster in the home country requiring their emergency travel that has impacted on their studies
- iv. a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports)
- v. where the school was unable to offer a pre-requisite unit
- vi. inability to begin studying on the course commencement date due to delay in receiving a student visa.

For other circumstances to be considered as compassionate or compelling, evidence would need to be provided to show that these were having an impact on the student's course progress or attendance through a course.

- b) Expected duration – the length of time it takes to complete the course studying full-time. This is the same as the registered course duration on CRICOS.
- c) School day – any day for which the school has scheduled course contact hours.
- d) Study period
  - for the purpose of monitoring attendance, a study period is a semester
  - for the purpose of monitoring course progress in ELICOS, a study period is a term
  - for the purpose of monitoring course progress in a Primary School or Junior Secondary School course, a study period is a semester
  - for the purpose of monitoring course progress in a Senior Secondary School course, a study period is a Unit of a subject or course of study (i.e., Unit 1 or Unit 2 in Year 11 or Units 3 and 4 in Year 12)

Learning Options – the range of subjects and programs as outlined in Learning Options 1.2.2 of the Queensland Curriculum and Assessment Authority (QCAA) QCE and QCIA Handbook.

## DIAGRAMMATIC OVERVIEW OF SCHOOL MONITORING ACTIVITIES STANDARD 8.





## POLICY ON ENTRY REQUIREMENTS

1. St Paul's School will consider enrolment applications from students wishing to apply for a Student Visa, subject to compliance with minimum requirements and conditions set by the School, and with legislative requirements of the State of Queensland and the Commonwealth of Australia, including any requirements to undertake extra tuition to learn English to meet the English language proficiency standard needed to enter mainstream classes.
2. Applications for enrolment must be made on the Admission Application Form International Student V5 May 2019 or online via <https://enroller.app/stpauls-qlld/enrolment-application>. This must be correctly completed, and must be accompanied by the following documents to support the application:
  - a) Copies of Student Report Cards from the previous two years of study, including a copy of the latest Student Report;
  - b) A completed Reference Form from the student's current or most recent School Principal is also required if student Report Cards do not record student behaviour or commitment to studies;
  - c) A completed Subject Choices Form (if applicable);
  - d) Appropriate proof of identity and age;
  - e) Written evidence of proficiency in English as a second language (test taken within the past 12 months)
  - f) Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date
  - g) Letter of Offer from another registered provider (if applicable)
  - h) Completed Homestay Application Form (if applicable)
  - i) Application to the Queensland Assessment and Curriculum Authority (QCAA) for relaxation of completed Core requirements (if applicable).
3. Where the above documents are not in English, certified translations in English are required, with necessary costs to be met by the applicant.
4. An application for enrolment can only be processed when all of the above are in the hands of the Registrar (International)
5. Applications from overseas students are processed according to established policy and procedures and are dealt with on their merits. Failure to disclose details required as part of the application process may later result in cancellation of enrolment.
6. Assessment procedures include an evaluation of reports from previous Schools and of English language proficiency. In cases where report cards are not available or are inconclusive for any reason, the School may require relevant testing of the applicant to assess the application.
7. Where an applicant must undertake ELICOS studies with St Paul's School prior to commencing his/her mainstream course, St Paul's School can only enrol the student in ELICOS for the maximum course duration registered on CRICOS (i.e. 52 weeks, including holidays).
8. Onshore applications for Years 11-12, where the student is transferring from another CRICOS registered provider, will only be considered where the transfer, if accepted, allows the student to achieve a successful study outcome at the end of the enrolment.
9. Offshore applications for enrolment in Years 11-12 will not be considered after the Yr 11 course has commenced.

St Paul's School requires evidence that the applicant's academic ability and English proficiency is sufficient to successfully meet the entry and curriculum demands of the intended course. Students undertaking a package of courses will have their academic

and English language capabilities re-assessed prior to the commencement of each course in their enrolment package. This is a requirement under the 2018 National Code of Practice, Part B Standard 2.

**Minimum academic and English language requirements are as follows:**

Academic Requirements

1. Students must provide evidence of satisfactory academic performance appropriate to entry to the Year level requested on the Application for Enrolment or offered as an alternative point of entry by the School in a Letter of Offer.
2.
  - a) For Primary School:
    - i) Evidence of application to schoolwork and age-appropriate achievement in literacy and numeracy areas of the curriculum
  - b) For Year 7 – 12 students:
    - i) A pass level or “C” Year Level or better for the majority of core subjects

English Language Proficiency Requirements

1. Applicants are assessed individually based on the contents of their report cards and personal references and may also be required to undertake a language proficiency test set by the School. In most cases, students will attend an enrolment interview with the Director of International Education and an assessment of their English will be completed during this interview. If no interview is conducted, a recognised language test must be provided with the enrolment application.
2. For direct entry into their High School studies, St Paul’s requires students to have an English standard equivalent to a 5+ on the NLLIA Bandscales. If supplied, St Paul’s School will assess evidence of English language proficiency presented by a student at the time of application but reserves the right to confirm the student’s English language proficiency through additional tests. Test results must be current, and the test must have been taken within the most recent 12-month period.
3. If not presenting appropriate evidence of English language proficiency at the time of application, St Paul’s School will assess the student’s application for entry based on available satisfactory test results, however additional testing may still be completed during an enrolment interview and on the student’s arrival at St Paul’s School.
4. Students should note that if their language proficiency is below the required level, they may need to undertake an intensive English language (ELICOS) course before beginning mainstream studies. The amount of ELICOS study undertaken cannot exceed St Paul’s School’s maximum course duration registered on CRICOS, as specified in Item 7 (above).
5. Those students who have undertaken an intensive English language course before beginning mainstream studies, will have their English language proficiency reassessed at the conclusion of the language course to ensure the student’s level of proficiency is sufficient to allow them to commence their mainstream course.
6. Note that where a student cannot, or will not, meet the English language or academic requirements for entry into their first mainstream course, or a subsequent course undertaken as part of an enrolment package, St Paul’s School may choose to apply the Conditions of Enrolment outlined in the student’s written agreement and the provisions of this

Entry Requirements Policy – the outcome of which may result in the withdrawal of offer for enrolment on the grounds that entry requirements have not been met.

Alternatively, St Paul’s School may (at its discretion, and if appropriate) choose to offer:

- New mainstream enrolments - entry into a mainstream course at a lower year level.
- Continuing mainstream enrolments - opportunity to repeat a year level as part of an academic intervention plan implemented by the school. Refer to the Student progress, attendance and course duration policy.

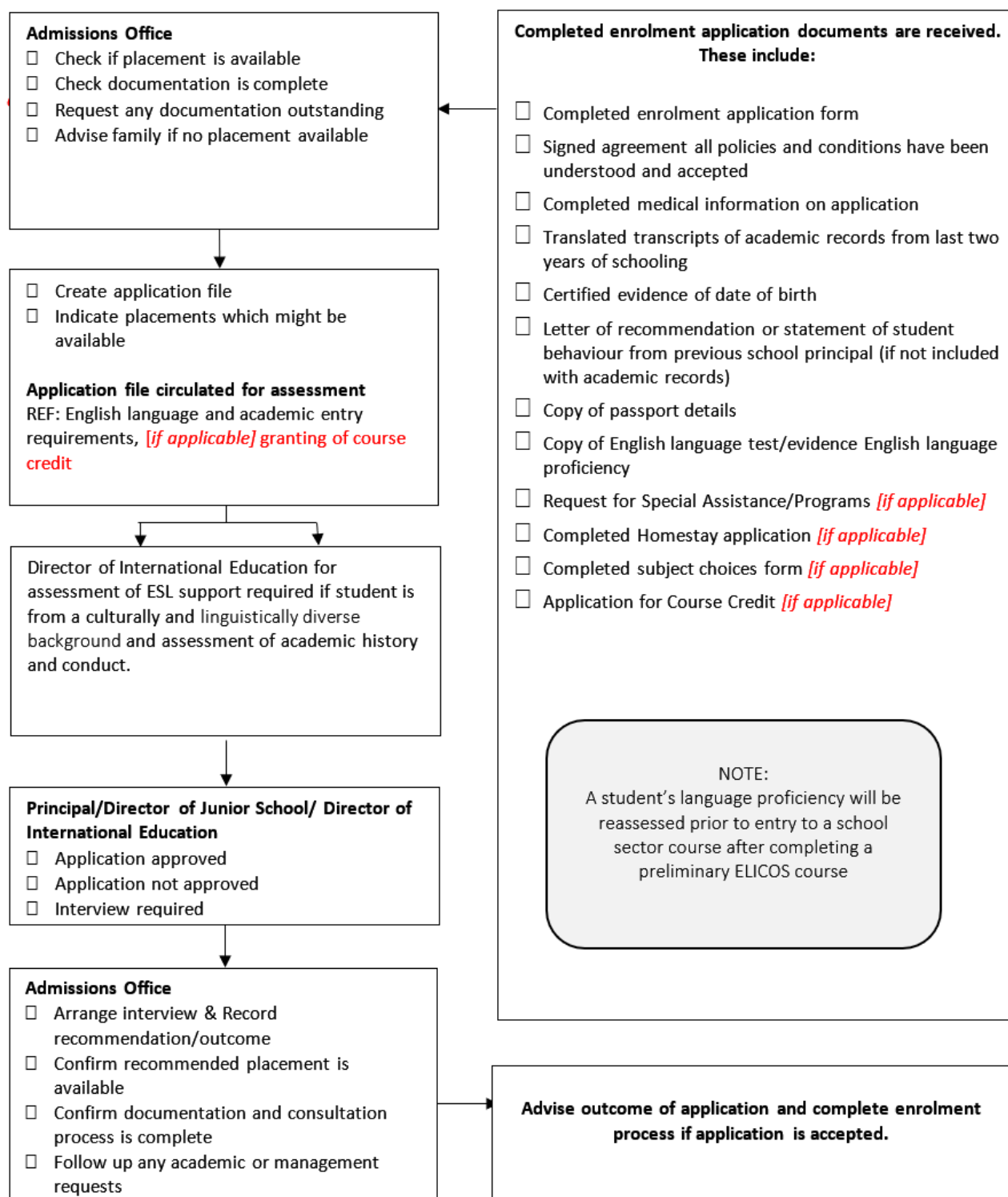
## STATEMENT REGARDING COURSE CREDIT

*St Paul’s School* will assess all applications for course credit for students enrolling in Senior Secondary Studies.

The student may receive course credit for units completed based on evidence provided of studies undertaken under the relevant state or territory curriculum assessment authority or nationally accredited framework.

*St Paul’s School* assesses and records course credit, according to requirements of the [Queensland Curriculum and Assessment Authority](#) (QCAA).

# PROCEDURE FOR ASSESSING STUDENT'S QUALIFICATIONS, AND ENGLISH LANGUAGE PROFICIENCY



# PRIVACY POLICY

St Paul's School (the School), as part of the Anglican Church Southern Queensland, is committed to protecting the privacy of its employees, students and parents. The School is bound by the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth) (the Act).

This policy applies to students, parents, Council members, employees and volunteers. This policy outlines how the School collects, uses and discloses personal information.

## Definitions

- **Employee** means all employees employed by the School, including applicants and prospective Employees.
- **Employee Record** means a record as defined in the Act.
- **Parent** is the parent / guardian / carer of a Student.
- **Student** means prospective, current or past student of the School.
- **Personal information** is information or an opinion, whether true or not, and whether recorded in material form or not, about an identified individual or an individual whose identity is reasonably apparent, or can be determined, from the relevant information or opinion.
- **Sensitive information** is a type of personal information. It includes information or opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preference or practice, or criminal record. Sensitive information also includes biometric information that is used for the purpose of automated biometric verification, biometric identification or biometric templates.
- **Health information** is a subset of sensitive information. It is information or an opinion about the health or disability of an individual and information collected to provide, or in providing a health service.
- **Health service** includes an activity performed to assess, record, maintain or improve an individual's health, to diagnose an illness or disability, to treat an individual, or the dispensing on prescription of a drug or medicinal preparation by a pharmacist.

## Purpose

The School collects, holds, uses and discloses personal information so that it can exercise its function and activities and fulfil relevant duties and obligations, which may include (but are not limited to):

- a) informing Parents about the Student's education;
- b) School administrative purposes, including for the provision of such services to the School;
- c) supporting a Student's educational, social and medical wellbeing;
- d) seeking donations and/or marketing for the School; and
- e) satisfying the legal obligations of the School.

The School collects and holds personal information, sensitive information and health information about Students, Parents and Employees. The School generally deals with personal and sensitive information regarding:

- a) Students and Parents relating to the enrolment of the Student at the School;
- b) job applicants, staff members, volunteers and contractors; and
- c) Persons who are involved with the School.

The School collects personal information about individuals to satisfy legal obligations and to fulfil its educational purpose. If the School requests information to be provided and the request is not complied with, the School may be unable to enrol a prospective Student or continue enrolment of a current Student.

## **Collection**

### **Personal Information**

The School collects personal information about an individual by way of forms, face to-face meetings, interviews and telephone calls. Other individuals may provide personal information about a person in dealings with the School. The School may collect personal information about an individual from a third party, for example, a medical practitioner providing a report. Collection of personal information from a third party will be undertaken where it is reasonably necessary to do so. Any personal information that is unsolicited will be dealt with in accordance with the APPs.

### **Sensitive Information**

Sensitive information will be collected by the School where it is reasonably necessary for one or more of the School's functions or activities. It will only be collected with consent, unless one of the exceptions under the APPs applies.

### **Employee Records**

Under the Act, the APPs do not apply to Employee records. This means that the Act does not apply to how the School deals with an Employee record that concerns current and former Employees of the School.

### **Use and Disclosure**

The School will only use and disclose personal information for the primary purpose of collection or as otherwise specified in this Privacy Policy. The School may disclose personal information to the Corporation of Synod of the Diocese of Brisbane for administrative and management purposes including insurance, child protection and professional standards. Personal information will only be used for a secondary purpose if consent has been obtained, where it is reasonably expected or if such use or disclosure falls within a permitted exception. Sensitive information will be used and disclosed for the primary purpose of collection, unless the School is advised otherwise, or the use or disclosure is required / permitted by law.

### **Quality of Information and Security**

The School endeavours to ensure that the personal information it holds is accurate, complete and up to date. The School will take all reasonable steps to:

- a) protect personal information from misuse, interference, loss, unauthorised access, modification or unauthorised disclosure; and
- b) destroy or de-identify information that is no longer needed.

### **Access to Personal Information**

Access to records of personal information that the School holds or concerns about the accuracy of information held by the School should be directed to the Headmaster at the School. Under the Act, an individual has the right to obtain access to personal information which the School holds about them; there are exceptions to this, for example, where access may impact the privacy of others or pose as a threat to the individual. To make a request to access personal information the School requires a request in writing. The School will respond to this request within a reasonable period of time (14 days). Where it is reasonable, the School will provide access in the manner requested. The School may charge a fee to

provide access to the personal information, however, will not charge for the request for access. If a request for access is refused the School will provide written reasons on why the request was refused; details on how to make a complaint will also be included in this response.

### **Overseas Disclosure and Cloud**

The School may disclose personal information about an individual overseas; this is likely to occur if the School uses “cloud” service providers.

When disclosing personal information the School will take all steps reasonable to ensure that the overseas recipient complies with the APPs.

### **Marketing and Fundraising**

The School engages in marketing and fundraising as a means to promote future growth and sustain and improve the educational environment for Students. Personal information collected may be used to make a marketing or fundraising appeal. The School will abide by any direction from an individual not to disclose personal information to third parties for marketing purposes. The School also allows individuals to “opt out” through selection on the Standard Collection Notice, or on the enrolment agreement.

### **Complaints**

If an individual believes that the School has breached the APPs a complaint can be made to the School. All complaints should be in writing and directed to the Headmaster. The School will investigate complaints in a timely manner and respond in writing. If an individual is not satisfied with the School’s response, a complaint can be lodged with the Office of the Australian Information Commissioner on the following website <http://www.oaic.gov.au/privacy/making-a-privacy-complaint>.

## ANTI-BULLYING POLICY

At St Paul's School we aim to:

- Recognise and prevent bullying and harassment;
- Deal with bullying and harassment if it occurs; and
- Provide support for victims and guidance for perpetrators.

Four types of bullying have been identified -

- a. Physical bullying - includes hitting, kicking, tripping, pinching and pushing or damaging property.
  - b. Verbal bullying - includes name calling, insults, teasing, intimidation, homophobic, sexist or racist remarks, malicious gossip/whispering campaign or verbal abuse.
  - c. Covert bullying - is often harder to recognise and can be carried out behind the bullied person's back. It is designed to harm someone's social reputation and/or cause humiliation. Covert bullying includes:
    - lying and spreading rumours
    - negative facial or physical gestures, menacing or contemptuous looks
    - playing nasty jokes to embarrass and humiliate
    - mimicking unkindly
    - encouraging others to socially exclude someone
    - non-acceptance of a newcomer
    - damaging someone's social reputation or social acceptance
    - damaging or stealing property of the victim
    - physical or sexual abuse
    - coercing the victim into acts that he or she does not wish to do
- Cyber-bullying - is overt or covert bullying behaviours using digital technologies. Examples include harassment via a mobile phone, setting up a defamatory personal website or deliberately excluding someone from social networking spaces. Cyber-bullying can happen at any time. It can be in public or in private, and sometimes only known to the target and the person bullying.

Bullying becomes harassment when you have said that it is unwelcome or unwanted and it does not stop immediately. It is expected that bullying or harassment will not occur at St Paul's, but any students who feel they are being harassed or bullied should report the matter to their Tutor or House Leader for action.

St Paul's School is committed to providing all members of its community with a working and learning environment that is free from harassment and bullying. It is important that all members of the community feel safe, secure and valued.

### Student Protection

You have the right to feel safe and free from harm at all times, including when you are a student at this School. Protection for children and young people is of paramount importance in Anglican Church Schools. If, at any time, you are feeling unsafe or fearful of being harmed or you are concerned for another student, we encourage you to speak with a trusted adult. This could be a teacher, Tutor, House Leader, the Executive Director of Faith & Community (Mr Grant), one of the School's Student Protection Officers or the Headmaster (Dr Browning).

The Student Protection Officers are:

1. Ms Amanda Pashen (School Counsellor)
2. Mrs Karen Semple (School Counsellor)
3. Mrs Marianne Connolly (Director of Junior School)
4. Mrs Sharon Sutherland (Homestay Coordinator)
5. Mr Tim Hughes (Director of Sport)



# UNIFORM POLICY

## HATS ARE TO BE WORN OUTDOORS AT ALL TIMES BY ALL STUDENTS

### PREPARATORY SCHOOL

#### DAY UNIFORM – Girls and Boys

St Paul's School red polo shirt with green sleeves with the School Crest, dark green shorts with Velcro pockets, green St Paul's ankle socks, solid black joggers with Velcro closure; St Paul's green broad brimmed hat.

For winter wear - St Paul's green track suit may be worn over the School uniform.  
Sports events - House T-shirt as supplied by the School Retail Shop.

### JUNIOR SCHOOL – YEARS 1-3

#### DAY UNIFORM – Girls and Boys

St Paul's School red polo shirt with the School Crest, dark green shorts with Velcro pockets, green St Paul's ankle socks, solid black joggers (may be lace up or Velcro closure); St Paul's green broad brimmed hat.

For winter wear - St Paul's green track suit may be worn over the School uniform.  
Sports events - House T-shirt as supplied by the School Retail Shop.  
(Ingpen – blue, Klein – green, Rudd – red, Thiele – yellow)

### JUNIOR SCHOOL – YEARS 4-6

#### GIRLS - DAY UNIFORM

School green striped short-sleeved uniform dress;  
White 'turn-down' socks;  
Black, low-heeled, polished leather, lace-up shoes;  
Girls' School tie; School/House badges;  
School green broad brimmed hat (day wear only);  
Green bike pants may be worn under the dress where appropriate.  
Green Jumper

#### BOYS - DAY UNIFORM

School green striped short-sleeved shirt;  
Tailored grey shorts;  
Black leather belt with buckle;  
Long grey School socks;  
Black, low-heeled, polished leather, lace-up shoes;  
School tie; (Terms 2 and 3 only).  
School/House badges;  
School green broad brimmed hat (day wear only).  
Green Jumper

## MIDDLE SCHOOL & SENIOR SCHOOL YEARS 7 – 12

### GIRLS – FORMAL WEAR

Formal Wear may be worn as Day Uniform – but never the reverse.

Grey skirt;  
School green striped short-sleeved blouse;  
Girls' green School tie (or senior tie);  
Grey college-weight stockings (or short, plain white 'turn-down' socks if at School)  
Black, low-heeled, polished leather, lace-up shoes;  
School blazer (jumper may be worn under blazer);  
*(Blazer is compulsory to and from School, from the beginning of Term 2, until the end of Term 3)*  
School green hat;  
School/House badges.

### GIRLS – DAY WEAR

School green striped short-sleeved uniform dress;  
Girls' green School tie (or senior tie);  
Short, plain white 'turn-down' socks;  
Black, low-heeled, polished leather, lace-up shoes;  
School blazer (optional) (jumper may be worn under blazer);  
*(Blazer is compulsory to and from School, from the beginning of Term 2, until the end of Term 3)*  
School green hat;  
School/House badges.

### BOYS - FORMAL WEAR

(Formal Wear may be worn as Day Wear – but never the reverse)

Long grey trousers, with black leather belt with buckle;  
Green striped short-sleeved shirt;  
School tie (or senior tie);  
Grey ankle socks;  
Black, low-heeled, polished leather, lace-up shoes;  
School blazer (jumper may be worn under blazer);  
*(Blazer is compulsory to and from School, from the beginning of Term 2, until the end of Term 3)*  
School grey hat;  
School/House badges.

### BOYS - DAY WEAR

Short or long grey trousers, with black leather belt with buckle;  
Short-sleeved green striped shirt;  
School tie (or senior tie) Terms 2 and 3 only.  
Long grey School socks;  
Black, low-heeled, polished leather, lace-up shoes;  
Blazer (optional with long trousers and jumper may be worn under blazer);  
School grey hat;  
School/House badges.

### Excursions

- Where appropriate, students will wear the normal day uniform including hats.
- If the excursion involves outdoor activities the required uniform is the St Paul's green multipurpose shirt, St Paul's green Phys Ed shorts, St Paul's white sports socks and clean joggers.
- If the excursion requires protection of legs then St Paul's tracksuit pants or jeans may be worn as advised.
- For cool days a standard School jumper with formal uniform or a St Paul's School tracksuit may be worn over the multi-purpose shirt.
- Junior School students will wear the St Paul's green broad brimmed hat and sun protection cream and sunglasses should be used where circumstances require.
- If a bag is required to carry lunch and other requirements it must be a St Paul's bag.

### Phys Ed

For Phys Ed classes in Years Prep to 3 the students will wear their normal day uniform and will not be required to change. In Years 4 to 6 whenever a Phys Ed period is time-tabled (other than swimming in the School Pool) students will change at the break preceding the class into House T-shirts (House T-shirts are preferable but the green multi-purpose shirt may also be worn), St Paul's green Phys Ed shorts, St Paul's sports socks and clean joggers with non marking soles for indoor use and use on tennis/ basketball courts. Sun protection cream will be provided and should be used on all occasions. The St Paul's green broad

brimmed hat should also be worn on all occasions. Green bike pants may be worn under the Phys Ed shorts, by both boys and girls, when it is appropriate for the activity happening at the time. E.g. Gymnastics.

For swimming a St Paul's Rash Vest must be worn. Swimming togs should be worn but may be other than St Paul's green togs. Girls should wear a one-piece swimming costume. BOARD SHORTS ARE NOT ACCEPTABLE FOR WEARING AT FORMAL PHYS ED CLASSES. Suitable sun protection cream will be supplied and should be used as required. St Paul's green broad brimmed hats are required when out of the water.

### **Hair**

**Boys:** Hair must be kept clean, well groomed, of a conservative length an cut, of a natural colour, clear of the face and ears when it falls naturally, and no longer than the top of the collar. Boys are to be clean shaven and have sideburns no longer than 1.25cm above the bottom of the ear.

**Girls:** Hair must be kept clean, well groomed, and of a natural colour. Girls with long hair below the collar are to tie it back using ribbons or fasteners in bottle green, cardinal red, and white in solid colours only.

(Hair for boys and girls must not be styled to draw undue attention.)

### **Jewellery**

**Boys** may not wear any visible jewellery except medical bracelets and wrist-watches.

**Girls** may not wear any visible jewellery except medical bracelets and wrist-watchers, and plain metal studs or sleeper earrings (one per ear). No other visible piercings are acceptable.

Students may wear a small Christian Cross necklace.

### **Makeup**

No makeup, including nail polish is to be worn when in School uniform.

### **Tattoos**

No visible tattoos are permitted.

More precise uniform regulations concerning the uniform items and sports uniforms may be found in the **Parent Handbook** located on the School website. If these rules are not kept the students may lose privileges or be sent home to dress appropriately.

## CODE OF CONDUCT

Underpinning the School rules, in recognition of the fact that such lists can never be comprehensive enough to cover all possible forms of behaviour, the School has developed a **Character Framework**, which is based on ten key **Virtues**.

| Virtue                              | Definition   |
|-------------------------------------|--|
| <b>Compassion &amp; Kindness</b>    | Caring about the needs and feelings of others; treating others in the way you would like to be treated   |
| <b>Generosity</b>                   | Freely offering our resources, time, attention (and, if necessary, forgiveness) to others.   |
| <b>Honesty &amp; Integrity</b>      | Speaking and doing what is right at all times, no matter what the consequences   |
| <b>Patience &amp; Perseverance</b>  | Waiting for a desired outcome, without complaining or giving up, even if the present circumstances are difficult   |
| <b>Diligence</b>                    | Striving to achieve your best; demonstrating a great work ethic  |
| <b>Loyalty &amp; Faithfulness</b>   | Constant and true in your dealings with the friends, teams, organisations and leaders you have committed to  |
| <b>Humility &amp; servant-heart</b> | Having a modest view of your own abilities and importance; courteously respectful of others; prepared to deny your own desires for the sake of another             |
| <b>Courage</b>                      | Strength to do what is right, in the face of fear, loneliness, pain or grief   |
| <b>Respect</b>                      | Treating other people - their feelings and time, as well as their property and beliefs - as though they have value; care for the environment and earth's resources |
| <b>Self-control</b>                 | Stopping yourself from doing things you want to do but that might not be in your best interest (or the interests of others); temperance; restraint                 |

Students are asked to judge their own behaviour within this Framework, recognising that certain behaviours and attitudes are incompatible with the Virtues defined above –

| Virtue                              | Attitudes and Behaviours which are incompatible with this virtue                                       |
|-------------------------------------|--|
| <b>Compassion &amp; Kindness</b>    | Selfishness; bullying; verbal abuse; gossiping   |
| <b>Generosity</b>                   | Meanness; hard-heartedness; stinginess   |
| <b>Honesty &amp; Integrity</b>      | Lying; cheating; plagiarism; stealing; duplicity   |
| <b>Patience &amp; Perseverance</b>  | Quitting; whinging   |
| <b>Diligence</b>                    | Laziness; settling for second-best; working only when closely supervised                               |
| <b>Loyalty &amp; Faithfulness</b>   | Selfishness; letting the team down   |
| <b>Humility &amp; servant-heart</b> | Arrogance; boasting; vanity; egotism; 'pushing in'; calling out, or disruptive behaviour in class      |
| <b>Courage</b>                      | Cowardice; submitting to negative peer pressure; not stepping in to help another                       |
| <b>Respect</b>                      | Lack of courtesy for teachers and peers; racism; sexist behaviour or 'joking'; vandalism; wastefulness |
| <b>Self-control</b>                 | Impulsivity; risk-taking   |

Central to the St Paul's Code of Conduct is the belief that students choose their own behaviour: sometimes they make positive/wise choices and at other times they may make negative/unwise choices. Crucially, students should be aware that all choices have consequences – including the choices we make about our behaviour. Likely consequences for a range of behavioural choices – both positive and negative – are outlined in the tables below.

## RELIGIOUS BELIEF AT SCHOOL

### **Purpose**

To set out principles applicable in our School to holding religious belief and manifesting religious belief.

### **Principles:**

Everyone has the right to adopt a religion or belief as they choose. The ability to manifest one's religion or belief may be subject only to such limitations as are necessary to comply with the law, protect safety of others, order, health, or morals or the fundamental rights and freedoms of others.

### **Religious mission:**

Our religious mission is to cultivate the spiritual awareness of every member of the School community inspired by the Christian faith in the Anglican tradition.

### **Activities:**

We expect all our students to participate in regular religious activities as follows:

- attend School Chapel services once each week;
- attend School religious services for special occasions;
- participate in religious education activities based on the Anglican tradition;
- generally, as requested by the School.

### **Manifesting other beliefs**

#### **Dress:**

We will accommodate manifestations in dress of any religion subject to these requirements:

- where safety of other members of the community might be affected – for example, wearing jewellery whilst playing sport;
- the desirability of uniformity of dress for reasons of social equity;
- the requirements of law – for example, excluding sharp instruments from the campus;
- where the dress might have adverse consequences for the health of the student or others;
- where the dress might conceal the identity of the wearer;
- where the dress might cause offence for reasons other than a disagreement with the belief so manifested.

#### **Meals:**

If there are special dietary requirements of a religion, the cost and practicality of providing special meals for those requiring them would be considered.

#### **Time for prayer:**

Where a religious belief requires prayer in addition to the worship activities provided by the School, we will endeavour to accommodate additional times subject to:

- timetable availability;
- avoiding disruption of classes for other students;
- avoiding disruption of the education program for the student in question.

#### **Fasting:**

If a student has special dietary or behavioural requirements connected with fasting or festivals, they must inform the School which will accommodate their requirements where it is reasonable to do so.

**Physical education:**

If a student has special requirements for dress or relating to participation generally in physical education activities because of their religious belief, the School will accommodate those requirements where it is reasonable to do so.

**Religious education:**

We will provide religious education based on the Christian religion and the Anglican faith.

We will not provide education in other religions other than as incidental to the main course of our religious education activities.

**Worship facilities:**

We provide worship facilities according to the Anglican faith. We will not provide special worship facilities for other religions. We may provide facilities for individual prayer if possible and appropriate.

**Sex education:**

We will accommodate any special sensitivities students might have as a result of their religious belief relating to sex education where it is practical to do so.

# CONNECT WITH US

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*An Anglican co-educational school from Pre-Prep to Year 12.*

*The Corporation of the Synod of the Diocese of Brisbane Trading as St Paul's School. CRICOS: 00515F*