

# *Group Under 18 Years Student Management and Supervision Policy*

Version: 02/23



POLICY NAME	GROUP UNDER 18 YEARS STUDENT MANAGEMENT AND SUPERVISION POLICY
POLICY MANAGER	Executive General Manager, Group Quality, Accreditation & Compliance
APPROVAL AUTHORITY	CEO
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# 1. Introduction

## 1. Purpose

The purpose of this Group Policy is to provide NextEd Group Limited and its subsidiary entities and brands with a framework and process for the Supervision and Management of students aged under 18 years at time of Acceptance.

## 2. Scope

This policy is an overarching Group policy and applies to:

- i) All staff of NextEd including employees and contractors;
- ii) All courses delivered by NextEd including those delivered on their behalf by education providers with whom there is a licensing arrangement. If there are any discrepancies between an affiliate's policy and these, the NextEd policy will apply.
- iii) All students (domestic and international) of NextEd brands :
  - a. Academy of Interactive Technology Pty Ltd (also trading as Coder Academy Australia, iscd, and Work Ready Education) RTO: 90511, Registered Higher Education Provider PRV12005, CRICOS: 02155J
  - b. International School of Colour and Design Pty Ltd (iscd) RTO: 91439
  - c. Greenwich College Pty Ltd (also trading as Greenwich English College, Greenwich Management College, Greenwich Health College) RTO: 91153, CRICOS: 02672K
  - d. Brisbane Career College Pty Ltd (trading as SERO Institute) RTO: 32303, CRICOS: 03528K
  - e. Capital Training Institute Pty Ltd RTO: 88145, CRICOS: 0399B
  - f. Celtic Training Pty Ltd RTO: 40179

## 3. Definitions

Word/Term	Definition
Acceptance	The date the Letter of Offer is signed by the student and parent (or legal custodian).
Accommodation provider	A person or organisation that is responsible for providing a student's accommodation during the approved period.
Admission Date	The date of receipt of the Accepted Letter of Offer by the college and the student's status in the SMS is changed to 'Admitted'.
Census Date	The deadline for domestic students to apply for FEE-HELP or VSL loans. Calculated as 20% into the unit/subject length. Also, the deadline domestic students can withdraw from a unit/subject without financial penalty.
Commencement Date	In HE courses - The Monday of the week prior to the week classes start. In VET Courses - The first day of class. Also known as the Start Date.
Completion Date	The date all the units or subjects in the course have a PASS or Competent result ratified by the Assessment Review Committee (or equivalent)
Confirmation Date	The date on which: <ul style="list-style-type: none"> <li>• an international student arrives in Australia to attend their course for the first time; or</li> <li>• the NextEd education provider assumes responsibility for the accommodation, support and welfare arrangements of a domestic or</li> </ul>

	international student who is already residing in Australia. The Confirmation Date must be at least seven (7) days prior to the student's Commencement Date.
Delegate	In accordance with NextEd's Delegation of Authority Policy; An employee or any person or entity to whom or to which delegation has been made by the NextEd CEO, or Executive General Managers.
Department (DHA)	The Commonwealth Department of Home Affairs
Department (DHS)	The Commonwealth Department of Human Services
Domestic student	A student who is not an international student.
Enrolment Date	The date the student is enrolled into the subjects of their course.
Graduation Date	The formal ratification of your qualification by the Academic Head of each NextEd education provider.
International student	A student who is not: <ul style="list-style-type: none"> <li>• an Australian citizen;</li> <li>• a permanent resident of Australia; or</li> <li>• a New Zealand citizen; or</li> <li>• a Humanitarian visa holder; and who is: <ul style="list-style-type: none"> <li>• a temporary student visa holder.</li> </ul> </li> </ul>
Legal Custodian	A parent, step-parent, adoptive parent, or any other person who has been granted custody of the student under Australian or foreign law.
Legal Guardian	A guardian has full care and legal responsibility for the child, including making decisions about their health, education, and managing time spent with significant others in their life. Evidence of guardianship is required.
LMS	Learning Management System
Minimum age	Courses which specify a minimum age require the student to be that age on or before their Commencement Date.
Relative	A grandparent, sibling, aunt, uncle, niece, nephew including legal 'step' relationships.
Student	Means a student (domestic or international) who is: <ul style="list-style-type: none"> <li>• admitted into an award course;</li> <li>• admitted into a non-award course;</li> <li>• admitted into a course offered by any other entity operating on behalf of any NextEd education provider.</li> </ul>
Welfare provider	A person or organisation that is responsible for providing a student's support and welfare during the approved period.
An under-18-year-old student's journey by 'Dates'	<ol style="list-style-type: none"> <li>1. Application Date – the date of submitting the application form to the NextEd education provider.</li> <li>2. Acceptance date (agreement contract): In HE courses; the date the Letter of Offer is signed by the student and parent (or legal custodian/guardian), In VET courses; the date your enrolment application is accepted by the vocational education provider</li> <li>3. Admission Date - The date of receipt of the Accepted Letter of Offer by the college and the student's status in the SMS is changed to 'Admitted'.</li> <li>4. Confirmation Date - The date on which: <ul style="list-style-type: none"> <li>• an international student arrives in Australia to attend their course for the first time; or</li> <li>• the NextEd education provider assumes responsibility for the third-party accommodation, support, and welfare arrangements of a domestic or international student who is already residing in Australia.</li> </ul> </li> </ol>

	<p>The Confirmation Date must be at least seven (7) days prior to the student's Commencement Date.</p> <p>5. Enrolment Date - The date the student is enrolled into the subjects or study block of their course.</p> <p>6. Commencement Date:          In HE courses; The Monday of the week prior to the week classes start. Often coincides with Orientation Day.          In VET Courses; The first day of class. Also known as the Start Date.</p> <p>7. Census Date – the deadline for domestic students to apply for FEE-HELP or VSL loans. Calculated as 20% of the unit/subject length. Also, the deadline domestic students can withdraw from a unit/subject without financial penalty.</p> <p>8. Completion Date – The date all the units or subjects in the course have a PASS or Competent result ratified by the Assessment Review Committee (or equivalent)</p> <p>9. Graduation Date – The formal ratification of your qualification by the Academic Head of each NextEd education provider.</p>
WIL	<p>Work Integrated Learning. Includes Placements.          Direct supervisors of students during a placement may require a WWCC (or equivalent) – depending on the state/location</p>
WWCC	<p>Working with Children Check.          NSW, Vic., WA: WWCC          Qld: Blue Card          SA: NA          ACT: Work with Vulnerable People</p>

## 2. Policy

This policy

- a. meets the requirements of the Standard of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Standard 5 [5.4]); and the HESF (Domain 2) 2.4 Wellbeing and Safety; and
- b. provides for appropriate well-being and safety, accommodation, support and welfare arrangements for students who are under 18 years of age at the date of Acceptance including informing Agents of the student Accommodation & Welfare Options; and
- c. acknowledges relevant State and Territory Legislation for children, young people, and those under 18 years of age.

### 1. Enrolment of Students Under 18 Years of Age

NextEd will only enrol students who are under 18 years of age on their Acceptance Date if the relevant delegate is satisfied that:

- a. the student will live in Australia with a parent or legal custodian or legal guardian;
- b. the student will live in Australia with a relative over 21 years of age and of good character, who has been nominated by a parent or legal custodian or legal guardian and approved by the Department (DHS or DHA as applicable); or
- c. the student will live in Australia under third-party accommodation, support and welfare arrangements that have been approved by the respective NextEd education provider delegate.
- d. If an underage international student has medical conditions and or allergies, the student must provide NextEd, no less than 1-month prior to the course commencement, the following:
  - I. Full medical report from the student's current General Practitioner and/or healthcare provider (if the condition is a mental condition, the report is required from a registered psychologist or psychiatrist);
  - II. Details of the condition/allergy and details of recent episodes.

Failure to provide the above information within the defined timelines may result in a delay to the student's course commencement.

NextEd will not enrol students who are under 16 years of age at their Commencement Date under any circumstances.

### 2. Checking and Monitoring the Suitability of Arrangements

The Registrar or equivalent will determine and publish procedures that:

- a. specify the respective College requirements for students to whom subclause 1(c) applies; and
- b. provide for appropriate monitoring and checking that such requirements are met.

The relevant delegate will only approve the enrolment of students to whom paragraph 1(c) applies consistently with those procedures.

Approved third-party accommodation, support and welfare arrangements must:

- a. begin at least seven (7) days prior to the student's commencement date, IE the Confirmation Date; and
- b. remain in place:
  - a. for the duration of the student's enrolment, plus seven (7) days; or
  - b. until the student turns 18.
- c. Travel requirements:
- d. Admitted International students must not travel to Australia before the Enrolment Date unless in accordance with Visa Conditions AND Approved Accommodation and Welfare services are in place.
- e. Admitted Domestic students whose primary residence is not in the city in which the campus is located must not travel to that city before one (1) week prior to Commencement Date and must stay in approved accommodation during that pre-enrolment period.
- f. Students must not change their accommodation, support, or welfare arrangements before the Confirmation Date, without the written approval of:
  - g. the relevant delegate; and
  - h. their parent or legal custodian/guardian, or their welfare provider.

### **3. Required Agreements – third-party accommodation, support, and welfare arrangements**

If the student requires NextEd approved third-party accommodation, support and welfare arrangements as referred to in subclause 1(c), the student and their parent or legal custodian/guardian must enter into and provide evidence of the following arrangements on or before the date of accepting the offer of Acceptance to the course:

- a. A binding agreement with the student's accommodation provider;
- b. A binding agreement with the student's welfare provider;

If a student requires the NextEd approved third-party accommodation, support and welfare arrangements as referred to in subclause 1(c), the student must accept the following terms and conditions, which will be detailed in the student's offer of admission:

- c. The student must agree to:
  - I. Continue living in the approved accommodation until they are 18 years of age, unless alternative accommodation is approved in writing by the College and a parent/legal custodian/guardian, or the student's welfare provider consistently with subclauses 2(g)& (h);
  - II. Maintain one-to-one contact with their welfare provider, and attend regular phone and face-to-face meetings; and
  - III. Act responsibly, including being aware of their responsibilities under Australian law, and avoid illicit activities and risk-taking behaviour.
- d. The student must acknowledge that:
  - I. NextEd education providers are not responsible for any fees and costs associated with their accommodation and welfare arrangements;
  - II. NextEd is not legally responsible for the student's actions whilst in Australia; and
  - III. NextEd delegates are entitled to withdraw approval of the student's accommodation, support and welfare if the student is found to have breached the terms and conditions of admission and enrolment.
- e. A binding agreement with the student's accommodation provider must meet the NextEd minimum standards for the relevant category of accommodation providers. See

#### Appendix A.

- f. A binding agreement with the student's welfare provider must meet the NextEd minimum standards for welfare providers. See Appendix B.
- g. A binding agreement with the student's accommodation and welfare provider/s which acknowledges responsibility from the student's Confirmation Date.
- h. Attendance being followed up daily. If the student is late, misses part or all of the class, student services contact the student directly to check the reason for the absence and notifies the parent/guardian. If the student notifies of absence in advance, this is confirmed with the parent/guardian.
- i. The curfew hours are set at 10pm for students who are 16 and 17 years of age. Curfew times are clearly defined with both the welfare and the accommodation provider. The NextEd delegate should be notified by the host family and/or the parent/guardian if there are any violations of the curfew times.
- j. An NextEd Student Counsellor will arrange counselling sessions after the first 4 weeks of enrolment to support student and identify any issues. After that, the student counsellor checks with student every 4 weeks and has another counselling session if required
- k. Contact details are checked and updated, if necessary, every 6 weeks. A reminder is sent to the students of their obligation to notify their education provider of any changes in their contact details.
- l. Enrolment details and progress are checked every 4 weeks.
- m. Holiday requests will not be approved, other than the ones signed and agreed upon confirmation of enrolment. Any other requests should be submitted by either the parent or the legal guardian.
- n. Students who are U18 are allowed and encouraged to participate in the cultural activities organised by the college but not the student party. If the student wishes to participate in any activities that are not organised by their education provider, the parent/guardian will be informed accordingly and need to provide written consent.
- o. Students will be invited to participate in a short multiple-choice survey and have the opportunity to provide feedback on their experience to help improve the services and arrangements for future students under 18 years old.

#### 4. Required Agreements – monitoring of student welfare and academic progress

In recognition of the Privacy Act 1988 (Australian Privacy Principle 6, clause 6.1a<sup>1</sup>, and Principle 8, clause 8.1a<sup>2</sup>), students are to agree to NextEd sharing their progressive academic results with their parent/custodian/guardian. This will continue until:

- a. the NextEd delegate receives written permission from the parent/custodian/guardian to cease the provision of this information; or
- b. the student turns 18.

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<sup>1</sup> Australian Privacy Principle 6—use or disclosure of personal information, Use or disclosure, 6.1 If an APP entity holds personal information about an individual that was collected for a particular purpose (the primary purpose), the entity must not use or disclose the information for another purpose (the secondary purpose) unless: (a) the individual has consented to the use or disclosure of the information.

<sup>2</sup> Australian Privacy Principle 8—cross-border disclosure of personal information, 8.1 Before an APP entity discloses personal information about an individual to a person (the overseas recipient): (a) who is not in Australia or an external Territory



## 5. Academic Management Responsibilities

NextEd will monitor the well-being and academic progress of all students under 18 years old. The academic and student services teams in each NextEd education provider will:

- a. have Student Services check the number of underage students starting each term;
- b. inform teachers of all underage students joining their class and/or identify on class rolls all underage students;
- c. inform teachers of the steps that need to be followed when teaching an underage student, including responsibilities during any critical incidents (See Appendix C);
- d. provide monthly reports of student assessment outcomes to each student's parent/custodian/guardian;
- e. manage Placement or WIL arrangements to ensure sponsor/host employer Agreements and implementation meet relevant requirements (for example WWCC for supervisors of U18 students and anyone with access to a student's personal information).

The Teachers and Trainers will:

- f. choosing suitable topics of discussion and content for in-class activities and assessment tasks;
- g. inform academic management and student services by email when the student is late for class, leaves class early or is absent;
- h. inform management of any academic or other related issues that are affecting the student;
- i. email a summary academic report monthly of assessment outcomes.

## 6. Termination, Suspension and Cancellation of Enrolment

Where the NextEd education provider terminates, suspends or cancels a student's enrolment, the NextEd delegate will continue to monitor the suitability of the accommodation, support and welfare arrangements for that student until:

- a. The student is accepted by another registered provider who assumes responsibility for approving the student's accommodation, support and welfare arrangements;
- b. The student returns home;
- c. Other suitable arrangements are made for the students; or
- d. The NextEd education provider reports to the Department (DHA or DHS) that it can no longer approve their arrangements for the students.

Where a student appeals the termination, suspension or cancellation of their enrolment, the NextEd education provider will continue to monitor the suitability of the accommodation, support and welfare arrangements for that student until:

- e. All internal and external appeals have been exhausted;
- f. Other suitable arrangements are made for the student; or
- g. The NextEd education provider reports to the Department (DHA or DHS) that it can no longer approve the arrangements for the student.

## 7. Compliance Reviews

Each NextEd Executive General Manager or delegate will review compliance with this policy and report to the Executive General Manager- Quality, Accreditation & Compliance on an annual basis.

Each annual report must be approved by the EGM-QA&C and include:

- a. Statistical data, including student numbers and courses of study;
- b. Results of accommodation provider and welfare provider audits; and
- c. Details of student complaints and outcomes.

## 8. Publication

This procedure is published on each NextEd education provider's website and LMS to ensure students have up-to-date and accurate information publicly available to them.

# 3. Reference and Supporting Information

## 1. Supporting Documentation

Document name	Document type	Location
Student Code of Conduct	Policy	Internal
Student Handbook	Policy Guide	Internal
Under 18 Years Student Management and Supervision Procedure	Procedure	Internal
U18 International Students Guideline	Policy Guide	Internal
National Code 2018	Govt Standards	External
TEQSA Threshold Standards 2021	Regulatory Standards	External
Commonwealth Child Safe Framework (Second Edition) policy	Policy	External
ESOS Act	Legislation	External

**State and Territory Legislation covering children, young people, and those under 18 years old, including:**

**Australian Capital Territory Principal Legislation:** Children and Young People Act 2008

Other relevant legislation: Children and Young People (ACT Childcare Services) Standards 2009 (No. 1); Children and Young People (Employment) Standards 2011 (No. 1); Crimes (Child Sex Offenders) Act 2005; Working with Vulnerable People (Background Checking) Act 2011.

**New South Wales Principal Legislation:** Children and Young Persons (Care and Protection) Act 1998

Other relevant legislation: Advocate for Children and Young People Act 2014; Child Protection (International Measures) Act 2006; Child Protection (Offenders Prohibition Orders) Act 2004; Child Protection (Offenders Registration) Act 2000; Child Protection (Working with Children) Act 2012; Industrial Relations (Child Employment) Act 2006.

**Northern Territory Principal Legislation:** Care and Protection of Children Act 2007

Other relevant legislation: Child Protection (Offender Reporting and Registration) Act 2004; Children's Commissioner Act 2013.

**Queensland Principal Legislation:** Child Protection Act 1999

Other relevant legislation: Child Employment Act 2006; Child Protection (International Measures) Act 2003; Working with Children (Risk Management and Screening) Act 2000; Director of Child Protection Litigation Act 2016.

**South Australia Principal Legislation:** Children and Young People (Safety) Act 2017

Other relevant legislation: Child Protection Review (Powers and Immunities) Act 2002; Child Safety (Prohibited Persons) Act 2016; Child Sex Offenders Registration Act 2006; Children and Young People (Oversight and Advocacy Bodies) Act 2016; Family and Community Services Act 1972.

**Tasmania Principal Legislation:** Children, Young Persons and Their Families Act 1997

Other relevant legislation: Child Care Act 2001; Child Protection (International Measures) Act 2003; Commissioner for Children and Young People Act 2016; Registration to Work with Vulnerable People Act 2013.

**Victoria Principal Legislation:** Children, Youth and Families Act 2005  
 Other relevant legislation: Child Employment Act 2003; Child Wellbeing and Safety Act 2005; Commission for Children and Young People Act 2012; Sex Offenders Registration Act 2004; Children Act 2005.

**Western Australia Principal Legislation:** Children and Community Services Act 2004  
 Other relevant legislation: Child Care Services Act 2007; Children and Community Services Act 2004; Commissioner for Children and Young People Act 2006; Community Protection (Offender Reporting) Act 2004; Working with Children (Criminal Record Checking) Act 2004.

## 2. Change History

Version	Approval date	Approved by	Change
V1.0	10 November 2018	Group Manager, Group Accreditation & Compliance	Development of policy for AIT/GE/GM
		General Manager, Technology & Design Division	
		General Manager, Greenwich English College	
V2.0	30 August 2022	Executive General Manager- Quality, Accreditation & Compliance	Update to clarify important dates, definitions, and terms. State legislations, new iCollege group template
V02/23	24 February 2023	Chief Executive Officer	New NextEd template

## 4. Appendix A – Accommodation Provider Standards

### PROVIDER DETAILS

Type of provider	Identify as appropriate: Residential <input type="radio"/> Homestay <input type="radio"/>
Legal name	
Trading name	
ABN	
Homestay provider Contact person	Name: Position: Contact phone: Contact email address:
Host family contact person	Name: Address; Contact phone: Contact email address:

#### Emergency Protocol:

- In the event of an emergency the accommodation provider works with the welfare provider and NextEd delegate to provide 24-hour access to emergency contact details for students and their parents or legal guardians;
- All students (under 18), their parents/legal guardians and welfare provider have been provided with a single point of 24/7 contact for assistance.

#### Student Records:

- Accommodation providers must maintain and always be able to provide the NextEd delegate with the following records:
  - Complete list of all past, current and pending NextEd students under the care of the Accommodation provider;
  - Copy of binding agreement between the Accommodation provider, the NextEd student, and their parent/legal guardian;
  - A list of the dates of all contact between the Accommodation provider and current students, including the method of contact (in person, phone, email) and a summary of the contact;
  - The name and contact details of the nominated individual Accommodation provider for each current student, and their Working With Children Check approval number or clearance certificate;
  - Copies of the binding agreements between current students' parents/legal guardians and the Accommodation provider, including the commencement date and the end date for the Accommodation arrangement;
  - Copies of reports sent to parents/legal guardians and welfare providers of current students;
  - Copies of all correspondence and documents concerning current students.

**Subcontractors:**

- Ensure that all subcontractors performing the role of Accommodation provider at the individual level:
  - Are physically located in reasonable proximity to the student's residential address;
  - Comply with WWCC requirements;
  - Comply with the minimum standards as outlined in the agreement with and policies and procedures of the NextEd education provider; and
- Have legally binding contracts clearly addressing and stating:
  - The terms of their engagement;
  - Services to be performed
  - Fees;
  - Termination conditions;
  - Confidentiality obligations;
  - Refund of fees and indemnity arrangements; and
  - Liability and risk provisions.

**Insurance:**

- Appropriate and compulsory (guaranteed) insurance cover for the residential provider, homestay hosts are current, and certificates of currency can be produced upon request;
- Student's Overseas Health Cover is current.

**Student Accommodation:**

- Meet all the students within 48 hours of their arrival;
- Maintain regular (weekly) face-to-face contact with students;
- Are available 24/7 over the phone and for emergency assistance (if required);
- Provide additional orientation for students, as appropriate, including assisting in setting up bank accounts, mobile data plans, transportation, etc.

**Reporting on Student Accommodation:**

- A report on student Accommodation must be provided to the welfare provider within 14 days of the students' arrival such that it may be sent out to each student's parent/legal guardians by the welfare provider within thirty (30) days of the student's arrival, including:
  - An overview of the student's accommodation facility or homestay including photographs;
  - The student's local bank account details with instructions on how to transfer funds to the student;
  - The student's local contact details (mobile and home phone, email address);
  - A general overview of the student's Accommodation conditions, including details on studies, transport modes, and how the student is settling in generally;
  - That internet services are restricted for individuals under 18 years of age. Legislation prohibits providing full internet access for underage students without the written permission from a parent or legal guardian. This may be provided electronically where the email signature and address are the same as those on record.
  - The Accommodation provider's full contact details and current office address, 24/7 contact number for parents/legal guardians to call in the case of an emergency.

**Working With Childrens Check (WWCC):**

- WWCC must be undertaken and validated for all currently employed staff of Accommodation providers.
- Records of currency must be retained and available for audit upon request by the College or their nominated delegate.

**Student Support & Advocacy:**

- Accommodation providers must:
  - Liaise with students and their welfare provider regarding any student complaints concerning accommodation;
  - Notify the college and welfare provider of any unresolved grievance concerning a student's accommodation.

**Compliance:**

- Accommodation providers are required to maintain evidence of the following as good management practice:
  - A documented and comprehensive approach to student orientation;
  - Regular communication and liaison with the students' welfare providers;
  - 24/7 emergency contact list;
  - Critical incident policy and register and phone support strategy detailing follow-up reporting and intervention relevant to each critical incident;
  - Register of WWC checks for all staff including validation;
  - Ongoing training for under-18 international student support staff including supporting data and training materials, and annual review process.

## 5. Appendix B – Welfare Provider Standards

### Welfare Provider Audit Checklist

Legal name	
Trading name	
ABN	
Contact person	Name: Position:
Contact phone	
Contact email address	

1	<p><b>Emergency Protocol:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> In the event of an emergency the provider works with the College to provide 24-hour access to emergency contact details for students and their parents or legal guardians;</li> <li><input type="checkbox"/> All students (under 18) and their parents/legal guardians have been provided with a single point of 24/7 contact for assistance.</li> </ul>
2	<p><b>Student Records:</b></p> <ul style="list-style-type: none"> <li>• Welfare providers must maintain and always be in a position to provide the College with the following records: <ul style="list-style-type: none"> <li><input type="checkbox"/> Complete list of all past, current and pending College students under the care of the welfare provider;</li> <li><input type="checkbox"/> Copy of binding agreement between the welfare provider, the student, and their parent/legal guardian;</li> <li><input type="checkbox"/> A list of the dates of all contact between the welfare provider and current students, including the method of contact (in person, phone, email) and a summary of the contact;</li> <li><input type="checkbox"/> The name and contact details of the nominated individual welfare provider for each current student, and their Working With Children Check approval number or clearance certificate;</li> <li><input type="checkbox"/> Copies of the binding agreements between current students' parents/legal guardians and the welfare provider, including the commencement date and the end date for the welfare arrangement;</li> <li><input type="checkbox"/> Copies of reports sent to parents/legal guardians of current students;</li> <li><input type="checkbox"/> Copies of all correspondence and documents concerning current students.</li> </ul> </li> </ul>

3	<p><b>Subcontractors:</b></p> <ul style="list-style-type: none"> <li>• Ensure that all subcontractors performing the role of welfare provider at the individual level: <ul style="list-style-type: none"> <li><input type="checkbox"/> Are physically located in reasonable proximity to the student’s residential address;</li> <li><input type="checkbox"/> Comply with WWCC requirements;</li> <li><input type="checkbox"/> Comply with the minimum standards as outline in the agreement with and policies and procedures of the College; and</li> <li><input type="checkbox"/> Have legally binding contracts clearly addressing and stating: <ul style="list-style-type: none"> <li><input type="checkbox"/> The terms of their engagement;</li> <li><input type="checkbox"/> Services to be performed</li> <li><input type="checkbox"/> Fees;</li> <li><input type="checkbox"/> Termination conditions;</li> <li><input type="checkbox"/> Confidentiality obligations;</li> <li><input type="checkbox"/> Refund of fees and indemnity arrangements; and</li> <li><input type="checkbox"/> Liability and risk provisions.</li> </ul> </li> </ul> </li> </ul>
4	<p><b>Insurance:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Appropriate and compulsory (guaranteed) insurance cover for the residential provider, homestay hosts and student is current, and certificates of currency can be produced upon request;</li> <li><input type="checkbox"/> Student’s Overseas Health Cover is current.</li> </ul>
5	<p><b>Student Welfare:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Meet all the students within 48 hours of their arrival;</li> <li><input type="checkbox"/> Maintain regular (weekly) face-to-face contact with students;</li> <li><input type="checkbox"/> Are available 24/7 over the phone and for emergency assistance (if required);</li> <li><input type="checkbox"/> Provide additional orientation for students, as appropriate, including assisting setting up bank accounts, mobile data plans, transportation, etc.</li> </ul>
6	<p><b>Report on Student Welfare:</b></p> <p>A report on student welfare must be sent out to each student’s parent/legal guardians within thirty (30) days of the student’s arrival, including:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> An overview of the student’s accommodation facility or homestay including photographs;</li> <li><input type="checkbox"/> The student’s local bank account details with instruction on how to transfer funds to the student;</li> <li><input type="checkbox"/> The student’s local contact details (mobile and home phone, email address);</li> <li><input type="checkbox"/> A general overview of the student’s welfare conditions, including details on studies, transport modes, and how the student is settling in generally;</li> <li><input type="checkbox"/> The welfare providers full contact details and current office address, 24/7 contact number for parents/legal guardians to call in the case of an emergency.</li> </ul>
7	<p><b>Working With Children’s Check (WWCC):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> WWCC must be undertaken and validated for all current employed staff of welfare providers.</li> <li><input type="checkbox"/> Records of currency must be retained and available for audit upon request by the College.</li> </ul>



8	<p><b>Student Support &amp; Advocacy:</b> Welfare providers must:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Liaise with students and their residential or homestay provider regarding any student complaints concerning accommodation;</li><li><input type="checkbox"/> Notify the college of any unresolved grievance concerning a student's accommodation;</li><li><input type="checkbox"/> Represent the student in any discussions with the College, including assisting the students to lodge any complaint to the college;</li><li><input type="checkbox"/> Sign any documents required to be signed on behalf of the students' parents/legal guardians.</li></ul>
9	<p><b>Compliance:</b> Welfare providers are required to maintain evidence of the following as good practice management:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> A documented and comprehensive approach to student orientation;</li><li><input type="checkbox"/> Regular communication and liaison with the students' parents/legal guardians and accommodation providers;</li><li><input type="checkbox"/> 24/7 emergency contact list;</li><li><input type="checkbox"/> Critical incident policy and register and phone support strategy detailing follow-up reporting and intervention relevant to each critical incident;</li><li><input type="checkbox"/> Register of WWC checks for all staff including validation;</li><li><input type="checkbox"/> Ongoing training for under-18 international student support staff including supporting data and training materials, and annual review process.</li></ul>

## 6. Appendix C – Summary of requirements of Teachers/Trainers

### Informed

Teachers and trainers will be informed when a student under 18 is enrolled in their class. The information contained in the notification should include:

- Student No
- Last Name
- First Name
- DOB
- Campus location
- Age
- Gender
- Course Code
- Course Location
- Start date
- End date
- Class Code

### Duty of Care

All employees of NextEd, staff have a Duty of Care which means they have a responsibility to ensure the safety of students, themselves and their fellow staff members. It applies to all risks that are foreseeable and preventable. Considerations of safety relate to both physical and psychological wellbeing of individuals.

The duty of care extends to all situations when supervising students, including excursions and other on-campus or off-campus class events. The risks associated with any activity need to be assessed and managed before the activity is undertaken. They also have a duty of care for the equipment they use and the students use while under their supervision.

Generally:

- Ensure that rules, policies and systems are enforced and followed
- When required, wear and use PPE properly
- When relevant, use equipment and machines properly
- Report hazards and incidents (and near-misses) promptly
- Report injuries and health problems
- Constantly scan for hazards and act appropriately if a hazard is identified.

### Critical incidents (refer Critical Incidents Policy and Procedures):

- In the event of a fire, gas leak, bomb threat, building damage, and/or other hazard, it may be necessary for the total evacuation of staff, students, and visitors from the campus. If a staff member or student notices an event that may necessitate the evacuation of the campus, they should:
  - Immediately report the event to a member of the Critical Incident Management Team;
  - Staff members should ensure that other individuals are removed from the area. *If any students are under 18 years of age, they are to be allocated to a staff member for constant supervision.*

**Choice of suitable material when an under 18 YO is attending**

- choosing suitable topics of discussion and content for in-class activities and assessment tasks;
- inappropriate organisations:
  - political parties
  - tobacco companies
  - gaming venues
  - developers or suppliers of pornography
  - companies involved in the sale or promotion of alcohol
  - companies involved in the sale or promotion of weapons, including firearms
  - companies that encourage unhealthy food choices by young people
- religious organisation, offensive or obscene material or themes: Material about which there is a consensus that it is unacceptable.

**Attendance**

- As the student is underaged, they must attend all classes, and this must be closely monitored.  
In addition to noting on the roll, teachers are to inform academic management and student services by email when the student is late for class, leaves class early or is absent.

**Progression**

- email a summary academic report monthly of assessment outcomes.

**Well being**

- inform management of any academic or other related issues that are affecting the student;
- provide medical assistance (if competent to do so) or seek assistance from a medically trained person to aid a student who is injured or becomes sick.

**Working With Children Check (WWCC)**

As part of their employment contract, a current WWCC (or equivalent) is required in most states by all U18-student-facing staff (and those staff with access to students' personal information records). Any NextEd education provider or recruitment entity with a policy of not enrolling students under the age of 18 would be exempt from this requirement for teaching staff (but may require it for Admin/enrolling staff).