

# HOMESTAY CODE OF CONDUCT



Version 2.0

Last Reviewed: 13 March 2018

## 1 Statement

St John's Anglican College is committed to ensuring the safety and wellbeing of our International Students in accordance with Queensland legislative requirements for child protection, Federal legislation including the *Education Services for Overseas Students Act 2000* (ESOS Act) and the requirements of the *National Code of Practice for Providers of Education and Training to Overseas Students* (the National Code).

Homestay families are screened and selected based on their ability to provide a stable, safe and caring environment for International Students. They are expected to welcome the student as a valued member of the household and students in return are expected to show consideration and courtesy for members of the household, their visitors and in some cases their employees.

It is important to establish expectations of all parties at the beginning of the homestay period. This will go a long way in preventing possible issues arising throughout the homestay period. Further detailed information is available in the 'St John's Anglican College Homestay Provider Terms and Conditions Agreement' and the 'Homestay Provider Handbook'.

The purpose of this Code of Conduct is to provide Homestay Providers with an outline of their responsibilities and requirements so that they can fully engage in, and meet the requirements of, each Homestay period.

## 2 Scope

This Code of Conduct applies to the Homestay Providers, Residents of Homestay Providers, Visitors to Homestay Residences and Employees of Homestay Providers (if they meet a 'regular contact' provision).

As part of the Homestay Agreement the Homestay Provider acknowledges that this Code of Conduct applies at all times when any of the people referred to above interact with the Homestay Student or are in the presence of the Homestay Student. It is expected that the Homestay Provider will comply with and will ensure that all occupants of or visitors to the Homestay Residence who interact with the Homestay Student comply with this Code of Conduct at all times.



### 3 Principles

This Code of Conduct outlines the standards of behaviour expected of the Homestay Provider, their families and all visitors who interact with the Homestay Student in the Homestay Residence. The standards are consistent with the values and principles of the college’s Homestay Program.

As part of the Homestay Agreement, Homestay Providers will uphold the following principles under this Code of Conduct:

- All Homestay Students have the right to feel safe, be listened to, be involved in decisions that affect them, have their cultural values respected, not be unjustly discriminated against based on their status, activities, expressed opinions or beliefs of their parents or carers, and have their best interests considered.
- Homestay Students should be provided with the knowledge and information they require to feel empowered to act in the event of abuse or neglect.
- Homestay Students are unique and valued individuals and deserve to be treated with care and respect.
- Homestay Providers are committed to promoting the wellbeing of Homestay Students under their protection by protecting their security, safety and wellbeing at all times.

### 4 Student Protection

St John’s Anglican College supports the rights of children and young people and is committed to ensure the safety, welfare and wellbeing of students. The College is therefore committed to responding to allegations of student harm resulting from the conduct or actions of any person including that of employees. This commitment includes the provision of a safe and supportive living and learning environment for all students and requires all employees, volunteers and visitors to model and encourage behaviour that upholds the dignity and protection of students from harm.

### 5 Definitions

<p><b>Bullying:</b></p>	<p>is any persistent behaviour which harms other people who do not have the skills or resources to counter this behaviour. Examples of bullying include:</p> <ul style="list-style-type: none"> <li>• <i>Persistent physical aggression</i> – hitting, spitting, throwing stones, use of weapons;</li> <li>• <i>Persistent verbal aggression</i> – name calling, rumour spreading, taunting, teasing;</li> <li>• <i>Persistent gesture aggression</i> – threatening and obscene gestures;</li> <li>• <i>Persistent extortion aggression</i> – stand over tactics and threats that may involve demands for money or property;</li> <li>• <i>Persistent exclusion aggression</i> – isolating others from a group.</li> </ul> <p>Bullying occurs where there is an imbalance in power between people. This imbalance is sometimes very obvious, as when a person bullies a much smaller,</p>
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	weaker person, or when a group combines to terrorise an individual. But often it is much less obvious, as when the difference in power is psychological.
Harm:	<p>the activity or deliberate or careless inactivity which causes significant harm, that is to say, any detrimental effect of a significant nature on a person's physical, psychological or emotional wellbeing. It is immaterial how the harm is caused.</p> <p>The harm can be caused by:</p> <ol style="list-style-type: none"> <li>physical, psychological or emotional abuse or neglect</li> <li>sexual abuse or exploitation</li> </ol>
Sexual Abuse:	<p>the <i>Education (General Provisions) Act 2006</i> (s.364) states that sexual abuse, in relation to a child under 18 years of age, includes sexual behaviour involving the child and another person in the following circumstances:</p> <ol style="list-style-type: none"> <li>the other person bribes, coerces, exploits, threatens or is violent toward the child.</li> <li>the child has less power than the other person.</li> <li>there is significant disparity between the child and the other person in intellectual capacity or maturity.</li> </ol> <p>Sexual abuse occurs when an adult, stronger child or adolescent uses their power or authority to involve a child in sexual activity.</p> <p>Secrecy, misuse of power and the distortion of adult-child relationships are key factors in the sexual abuse of children.</p> <p>Other factors may also be a consideration when the person responsible for the abuse is an adolescent, another child or a female.</p>

## 6 Homestay Provider general responsibilities

The Homestay Provider must:

- comply with the 'St John's Anglican College Homestay Provider Terms and Conditions Agreement' and all applicable St John's Anglican College policies and procedures, as well as relevant legislation and the laws and regulations of the State of Queensland and Australia;
- ensure that each adult occupant (18 years or older excluding other international students) residing at the homestay residence hold a Blue Card in accordance with the *Working with Children (Risk Management and Screening) Act 2000* (Working with Children Act);
- consent to Blue Card Services providing advice to St John's Anglican College of any changes to the status of a blue card held by the homestay provider;
- complete a Risk Management form in accordance with the requirements of the Working with Children Act:
  - in a form that is specified by St John's Anglican College;
  - review the document on an annual basis; and
  - provide a copy of the form to the college.
- ensure that the homestay residence is suitable for habitation and complies with all applicable laws and standards;
- not host any more than two international students enrolled with any education provider at the same time on the provision that each student has their own bedroom;



- attend a Homestay Provider orientation session and ongoing training workshops at least on an annual basis;
- attend an annual Student Protection Meeting at an appointed time with St John's Anglican College;
- ensure that they are aware of their responsibilities and required processes to report all suspicions of harm to a child or young person as a result of abuse or neglect in accordance with college policies and procedures;
- comply with the provisions of the *Right to Information Act 2009* and the *Information Privacy Act 2009*; and
- comply with the college's *Privacy Policy*.

## 7 Travel and Activities

The Homestay Provider must take all reasonable steps to ensure that the student:

- has obtained appropriate approval for holidays during term breaks by:
  - completing the 'Holiday Travel Form' accompanied with a signed letter from the student's parents giving their permission for the student to take holidays; and
  - submitting the 'Holiday Travel Form' 4 weeks prior to holidays; and
  - ensuring the travel arrangements are approved by the Head of International College.
- does not participate in travel or activities that have not been approved by the Head of the International College;
- does not engage outside of school hours in high risk activities. The homestay provider should contact the school to obtain clearance in relation to any potentially risky activity;
- students must possess a valid driver's license, where applicable;
- students must obey both the St John's Anglican College driving rules and the Queensland State driving laws;
- no other students are permitted to travel in the car except siblings or homestay students;
- the number of occupants in the car must meet the requirements of Queensland State driving laws;
- any other student transported in the car must have written permission from the parents of the driver and the passenger. A photocopy of the letter of approval must be carried in the car at all times. This permission must be approved by the Head of College;
- does not travel in a car driven by a provisional (P plate) license holder without their parent's written permission. This permission cannot be given by the homestay provider.

## 8 Accommodation

The Homestay Provider must provide the student with appropriate accommodation and living assistance, including:

- full board in a clean, tidy household that has been approved as the homestay residence;
- a safe, secure, private bedroom with suitable storage space for clothes, personal effects and study materials;
- suitable facilities for study including a desk, a chair and adequate lighting;
- three meals daily ensuring adequate nutritious food and reasonable access to other appropriate food as may be requested;
- access to bathroom and laundry facilities;
- access to a landline telephone (or suitable alternative) in the homestay residence;
- access to household items, such as towels, sheets, blankets and eating/cooking utensils;
- any keys, alarms or passwords required for the student to have free access to the Homestay Residence;
- a general orientation to the local area and community facilities that are available;
- accompanying the student to and from the college on the first day;



- providing access to the use of television, telephone, computer and internet facilities as mutually agreed between family and student, assistance with additional connections if appropriate, and negotiated proper use within the home.

The Homestay Provider must:

- negotiate house rules including agreed curfews with the student, in consultation with the college;
- notify the college four weeks in advance if the homestay provider proposes to materially change the homestay residence (including but not limited to altering the home or the address);
- advise the college as soon as reasonably practicable of any willful damage done to the homestay residence by the student.

## 9 Supervision and Care

The homestay provider must:

- ensure that the student is appropriately supervised at all times throughout the duration of the homestay by:
  - maintaining suitable supervision of the student outside of school hours;
  - monitoring the student's general welfare including the student's social activities;
  - confirming with the student and the college's Administration Manager International Program where necessary, that appropriate approval has been obtained by the student prior to the student participating in travel and activities.
- notify the college if they are temporarily unable to provide accommodation for, or supervision of, the student;
- not force their religious beliefs upon a student and be accommodating to a student's religious requirements;
- communicate with the student in English and converse regularly to support their language development;
- refer all matters involving the police and/or media to the Administration Manager International Program as soon as possible; and
- consult with the Administration Manger International Program if they would like to communicate with the student's natural parents and/or education agents.

## 10 Schooling requirements

The Homestay Provider must:

- assist and support the student's attendance at the school and support the completion of homework assignments and assist where required; and
- assist the student to participate in extracurricular activities arranged or recommended by the college.

The college will provide:

- homestay providers with student information as soon as it is available once a student has been allocated to a homestay provider;
- evidence, if required, of compliance with the provisions of the *Right to Information Act 2009*;
- a homestay provider an orientation session including information about student protection roles and responsibilities;
- training workshops at least on an annual basis;
- emergency contact information for key St John's Anglican College staff for use in emergencies; and
- homestay providers with a copy of academic reports if requested.



## 11 Medical and Emergency situations

The Homestay Provider must:

- in the event of a serious incident, accident or medical emergency involving the student, promptly notify the college;
- assist the student to access any necessary medical, dental, hospital or other health-related services including by making appointments and, where necessary, accompany the student to those appointments;
- promptly notify the college of the results of any medical treatment or tests involving the student; and
- where practicable, arrange for invoices in connection with any of the events outlined in the first and second dot point above to be sent directly to the college for payment by the student's parent/legal custodian.

## 12 Fees

St John's Anglican College will, on behalf of the student, pay to the college the homestay fees which will be paid to the homestay provider on a fortnightly basis. Any issues regarding the payment of homestay fees to the homestay provider should be raised with the college and not directly with the student.

Students must pay all tuition and homestay fees as invoiced directly to St John's Anglican College.

## 13 Communication with the College

The Homestay Provider must:

- provide the college with their contact details and keep the details current by notifying the college within 1 day of any change;
- advise the college at least 2 weeks in advance of any changes to the household occupants of the Homestay Residence, or as soon as practicable if advance notice is not possible;
- use all reasonable means to attend all relevant meetings and information sessions arranged by the college in relation to the Homestay Program;
- for the purposes of assisting the College to monitor the student's general welfare, meet with the Administration Manager International Program, as required by the college;
- allow the college access to the homestay residence for the purposes of conducting periodic assessments of the homestay provider's compliance with the 'Terms and Conditions of the St John's Anglican College Homestay Provider Application', and the ongoing suitability of the accommodation for the student; and
- allow a settling in period of 4 weeks before changes are requested, unless exceptional circumstances apply.

If an international student requests to move from the designated homestay provider, the college will investigate and initiate mediation or counselling where appropriate. The final decision on any student move will be made by the Principal. St John's Anglican College reserves the right to move a student at any time without notice in exceptional circumstances.



## 14 Withdrawal of services by the Homestay Provider

The homestay provider may withdraw their services by providing four weeks written notice to the college. The homestay provider agreement is valid for 12 months, with a possibility of 12 months extension. At the end of this period, the homestay provider is required to reapply to the college.

## 15 Cancellation of participation in the International Program by the College

The College may revoke the homestay provider's status as an authorised homestay provider:

- if there is a serious incident, complaint or emergency involving the student, immediately by providing the homestay provider with notice to that effect and removing the student from the Homestay Residence; or
- in any other case, by providing the homestay provider with 2 weeks' notice or as otherwise mutually agreed between the college and the homestay provider.

## 16 Complaints and Appeals

If the homestay provider has a complaint about St John's Anglican College, their student or disagrees with a decision which has been made by the College which cannot be resolved informally, the homestay provider may initiate the college's complaints and appeals process within 20 working days of the relevant decision or act or omission of the College, or the student about which the homestay provider wishes to complain.

Complaints must be made in writing and lodged with the Administration Manager International Program.

## 17 Standards of Conduct

The Homestay Provider will observe and will ensure that all persons to whom this 'Code of Conduct' applies, observe the following standards of conduct towards the Homestay Student.

### 17.1 Language

Language used in the presence of the Homestay Student will be appropriate, inoffensive and culturally sensitive.

### 17.2 Physical Contact

The Homestay Student will be given full respect of his/her personal space and will not be subjected to any inappropriate or invasive physical contact. Aggressive behavior initiated by a Homestay Student will not be reciprocated beyond that which is reasonably required to restrain a Homestay Student or protect another person from the Homestay Student.

### 17.3 Discipline

Discipline of the Homestay Student will be decided in liaison with the Administration Manager International Program and if necessary the parents of the Homestay Student and the Principal. In matters of a serious nature, action by the Homestay Provider will be postponed until sufficient liaison with the Administration



Manager International Program and the Principal has been carried out and an appropriate course of action has been decided. The Homestay Student will not be subjected to any form of corporal punishment.

### 17.4 Personal Appearance

Appropriate levels of personal hygiene will be maintained, and appropriate clothing will be worn in the presence of the Homestay Student.

### 17.5 General Behaviour

All behavior must be appropriate to and respectful of the Homestay Student and his/her religious, ethnic or cultural background. In addition, the Homestay Student will not be:

- subjected to aggressive, violent or intimidating behavior or bullying;
- subjected to behavior which threatens or vilifies the Student;
- subjected to jokes, suggestive comments or offensive gestures related to the Homestay Students race, colour, ethnic origin, disability or gender;
- subjected to the distribution or display of material (including through e-mail, text messaging or social media) which may be offensive;
- made to be in the presence of drunken or intoxicated individuals;
- provided with alcohol;
- provided with cigarettes or permitted to smoke;
- permitted to drive a car, unless they are lawfully licensed to do so in Australia;
- subjected to persistent questions about the Student's private life.

### 17.6 Sexual Harassment

Homestay Providers are reminded that, for the purposes of Queensland and Commonwealth laws prohibiting sexual harassment in relation to accommodation, behaviour towards the Homestay Student is judged by the student's reasonable perception and interpretation of that behaviour, and not by the intention of the person demonstrating the behaviour *i.e. any inappropriate behaviour that makes the student uncomfortable*. Examples of behaviour that may be deemed to constitute sexual harassment may include any:

- unwanted, deliberate and/or inappropriate physical contact;
- suggestive remarks or action of a sexual nature;
- demands for sexual favours, either directly or by implication;
- behaviour that may be deemed flirtatious or to be expressing romantic feelings;
- sexual exhibition of any kind;
- obscene gestures, language, jokes containing sexual references or deliberate exposure to the sexual behaviour of others in any form;
- conduct that would constitute a criminal offence of a sexual nature;
- any other behaviour that might reasonably be interpreted as being designed or intended to arouse or gratify sexual desires;
- distribution or display of material (including through e-mail, text messaging or social media) which may be offensive, such as sexually explicit posters or pictures.

Any advances of a sexual nature from a Homestay Student must be rejected and will be reported to the Administration Manager International Program immediately.





## 18 Breaches of the Code of Conduct

Any breach of this 'Code of Conduct' must be reported to the Administration Manager, International Program as soon as reasonably practicable and, in the case of any incident involving harm of a physical or sexual nature to the Homestay Student, to the Principal in accordance with the *Student Protection in Anglican Schools Policy and Procedure*.

The Homestay Provider acknowledges and accepts that any breach of this Code of Conduct, including any failure to report a breach of this Code of Conduct may result in:

- removal of the Homestay Student from the Homestay Residence and the cancellation of the Homestay Host's participation in the Homestay Program;
- the Homestay Provider being reported to appropriate authorities; or
- possible criminal prosecution.

## 19 Privacy

Personal information of Homestay providers is obtained, stored and released in accordance with the *Privacy Act 1988*. For further information please refer to the college's *Privacy Procedure*.

## 20 Legislation

*Child Protection Act 1999*

*Education (Accreditation of Non-State Schools) Act 2017*

*Education (Accreditation of Non-State Schools) Regulation 2017*

*Education Services for Overseas Students Act 2000*

*Education Services for Overseas Students Regulations 2001*

*National Code of Practice for Providers of Education and Training to Overseas Students*

*Privacy Act 1988*

*Right to Information Act 2009*

*Work Health and Safety Act 2011*

*Work Health and Safety Regulations 2011*

*Working with Children (Risk Management and Screening) Act 2000*

*Working with Children (Risk Management and Screening) Regulation 2011*

## 21 Approval

This procedure was issued on 13 March 2018 under the authority of the Principal. This document represents the current policy of St John's Anglican College until it is revised or rescinded.



## 22 Managing this code of conduct

### 22.1 Review

This code of conduct is to be reviewed every year or earlier if necessary.

## 23 Document information

Version Control

Version	Date	Description	Author
2.0	05/03/2018	Annual Review	Manager HR and Compliance

## 24 Authorisation

Suzanne Bain  
Principal  
Date: 13 March 2018



## 25 Declaration

I have read and understood St John's Anglican College Homestay Code of Conduct.

\_\_\_\_\_  
Homestay Provider Name

\_\_\_\_\_  
Homestay Provider Signature

\_\_\_\_\_  
Date