BLACKFRIARS

Policy & Procedure

ESOS Framework Compliance

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PURPOSE

The purpose of this policy is to ensure compliance with the ESOS Act. This policy is based on the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (in force from 1 January 2018).

SCOPE

The is applicable to all organisational procedures in relation to international students that hold a Student Visa (500).

Staff must read this policy and be familiar with all the standards, especially those that relate to their role, but NOT ONLY those that relate to their role.

STANDARD 1 – MARKETING INFORMATION AND PRACTICES

Standard 1 is relevant to the following roles:

- Business Development and Marketing
- Student Recruitment
- Student Services (admissions / records)
- ICT management

1.1. Our marketing must be of a high standard, clear and unambiguous, so that potential students and their parents can make informed decisions about their preferred provider and program. The marketing practices of Blackfriars must uphold the reputation of Australian international education and training and be undertaken in a professional manner

Our marketing material must have our CRICOS number on it if the course / program is offered to international students on a Student Visa (Visa 500)

We must avoid false or misleading information or advice in relation to:

- claims of association between Blackfriars any other provider where a partnership does not exist;
- the employment outcomes associated with a course;
- automatic acceptance into another course;
- possible migration outcomes;
- pre-requisites, including any related to English Language proficiency;
- any work-based training a student is required to undertake as part of the course;
- guarantee successful educational assessment outcomes; or
- any other claims relating to us, our courses or outcomes associated with the courses

Blackfriars must not actively recruit a student where this clearly conflicts with our obligations under Standard 7 (Transfer between registered providers)

If there are additional costs associated with a program, other than tuition fees, this also needs to be made clear in published materials. Our International Student Offer and Acceptance Agreement must also contain this information.

1.2. Modes of Study

Course outlines should indicate how a course is to be delivered (e.g. on-line, distance, classroom delivery).

1.3. Assessment Methods

Course descriptions should indicate how a course is to be assessed (e.g. Assignments, tests, exams). Teachers are required to participate in meetings to determine methods from time to time.

1.4. Teaching Locations

If a program is to be offered at more than one teaching location this must be specified in the Course Information Material entry.

1.5. Arrangements with Other Providers

When Blackfriars has agreements with other providers, Blackfriars will then be directly affected by Standard 2 (1d) which requires that students be given current and accurate information about details of any arrangements with another registered provider, person or business to provide the course or part of the course.

1.6. Work-based Training (Practical Placement)

Standard 2 (1d) requires that Blackfriars give students current and accurate information about details of any arrangements with another registered provider, person or business to provide the program or part of the program. If the program includes work-based training as part of the program, it needs to be made clear to students that work placements are likely to be conducted off-campus.

1.7. CRICOS Codes / Registration

All applicable teaching locations details and their appropriate CRICOS Codes must be up-to-date and accurate on all materials.

1.8. Provider Name and CRICOS Provider Code

Blackfriars name (and/ or relevant trading name) and CRICOS provider code must be shown on all written and electronic publications, materials and correspondence used to market Blackfriars and its programs to international students.

This includes but is not limited to brochures, posters, letters, emails, websites, flyers, presentations (for recruitment purposes), business cards, advertisements, and any other materials produced by agents and partner institutions in English or otherwise. Where any material contains a pull out or tear away section, the removable section should also comply. Failure to do so constitutes an offence under section 107 of the ESOS Act 2018.

1.9. Unregistered Programs

Blackfriars can only create marketing materials and actively promote programs registered on CRICOS, to international students (student Visa).

Don't promote anything that is not listed on CRICOS scope.

Note: Section 8 of the ESOS Act provides for a maximum penalty of imprisonment for two years for offering an unregistered program to international students.

1.10. Development of Promotional Materials

All Blackfriars promotional materials must be developed in accordance with our policy and must be checked by the Principal before it is used.

1.11. Arrangements with Other Providers

If Blackfriars and another one registered provider is involved in providing a program to international students, only one provider will be registered on CRICOS for that program, which could be Blackfriars or its partner depending on the role taken by either. All advertising and promotional material must carry the registered name and CRICOS provider code of Blackfriars registered for the program.

1.12. Migration Outcomes

No false or misleading advice in relation to possible migration outcomes can be provided. Blackfriars staff should not provide any form of migration advice to students. Only registered Migration Agents may provide migration information.

1.13. Students Transferring from Another Provider

It is not permitted to enrol students transferring from another provider before the student has completed six months of their principal program of study, except in specified circumstances. Refer to Standard 7 for more information

STANDARD 2 – RECRUITMENT OF AN OVERSEAS STUDENT

Standard 2 is relevant to the following roles:

- Recruitment officers
- Student Services officers
- Course Coordinators
- Education / Migration Agents

2.1. Prior to accepting an overseas student or intending overseas student for enrolment in a course, Blackfriars must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

2.1.1. the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable

2.1.2. the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods

2.1.3. course duration and holiday breaks

2.1.4. the course qualification, award or other outcomes

2.1.5. campus locations and facilities, equipment and learning resources available to students

2.1.6. the details of any arrangements with another provider, person or business who will provide the course or part of the course

2.1.7. indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and Blackfriars cancellation and refund policies

2.1.8. the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled

2.1.9. the ESOS framework, including official Australian Government material or links to this material online

2.1.10. where relevant, the policy and process Blackfriars has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)

2.1.11. accommodation options and indicative costs of living in Australia.

2.2. Blackfriars must have and implement a documented policy and process for assessing whether the overseas student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course.

2.3. Blackfriars must have and implement a documented policy and process for assessing and recording recognition of prior learning (RPL), and granting and recording course credit, if it intends to assess RPL or grant course credit. The decision to assess prior learning or grant course credit must preserve the integrity of the award to which it applies and comply with requirements of the underpinning educational framework of the course.

2.4. If Blackfriars grants RPL or course credit to an overseas student, Blackfriars must give a written record of the decision to the overseas student to accept and retain the written record of acceptance for two years after the overseas student ceases to be an accepted student.

2.5. If Blackfriars grants the overseas student RPL or course credit that reduces the overseas student's course length, Blackfriars must:

2.5.1. inform the student of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course

2.5.2. report any change in course duration in PRISMS if RPL or course credit is granted after the overseas student's Visa is granted.

STANDARD 3 - FORMALISATION OF ENROLMENT

Standard 3 is relevant to the following roles:

- Student Services (admissions)
- Agents
- Representatives on and offshore
- Finance officers

Formalisation of enrolment and written agreements

3.1. Blackfriars must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

3.2. If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.

3.3. In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

- 3.3.1. outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
- 3.3.2. outline any prerequisites necessary to enter the course or courses, including English language requirements
- 3.3.3. list any conditions imposed on the student's enrolment
- 3.3.4. list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
- 3.3.5. provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
- 3.3.6. set out the circumstances in which personal information about the student may be disclosed by Blackfriars, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988
- 3.3.7. outline Blackfriars internal and external complaints and appeals processes, in accordance with Standard 10 (Appeal Policy #18 and Complaints Policy #19)
- 3.3.8. state that the student is responsible for keeping a copy of the written agreement as supplied by Blackfriars, and receipts of any payments of tuition fees or non-tuition fees
- 3.3.9. only use links to provide supplementary material.

3.4. Blackfriars must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:

- 3.4.1. amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of Blackfriars)
- 3.4.2. processes for claiming a refund
- 3.4.3. the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
- 3.4.4. a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
- 3.4.5. a statement that "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".

3.5. Blackfriars must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify Blackfriars of his contact details including:

- 3.5.1. the student's current residential address, mobile number (if any) and email address (if any, in the case of Blackfriars the student will be provided an email address for study related communication)
- 3.5.2. who to contact in emergency situations
- 3.5.3. any changes to those details, within 7 days of the change.

3.6. Blackfriars must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least two (2) years after the person ceases to be an accepted student.

STANDARD 4 - EDUCATION AGENTS

Standard 4 is relevant to the following roles:

- Director of Development & Community Relations
- Registrar
- Finance Officers
- Principal

4.1. Blackfriars must enter into a written agreement with each education agent it engages to formally represent it and enter and maintain the education agent's details in PRISMS.

4.2. The written agreement must outline:

4.2.1. the responsibilities of Blackfriars, including that Blackfriars is responsible always for compliance with the ESOS Act and National Code 2018

4.2.2. Blackfriars requirements of the agent in representing Blackfriars as outlined in Standard 4.3

4.2.3. Blackfriars processes for monitoring the activities of the education agent in representing Blackfriars, and ensuring the education agent is giving students accurate and up-to-date information on Blackfriars services

4.2.4. the corrective action that may be taken by Blackfriars if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Standard 4.4

4.2.5. Blackfriars grounds for termination of Blackfriars written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5

4.2.6. the circumstances under which information about the education agent may be disclosed by Blackfriars and the Commonwealth or state or territory agencies.

4.3. Blackfriars must require its education agent to:

4.3.1. declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of Blackfriars

4.3.2. observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

4.3.3. act honestly and in good faith, and in the best interests of the student

4.3.4. have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

4.4. Where Blackfriars becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, Blackfriars must take immediate corrective action.

4.5. Where Blackfriars becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices, Blackfriars must immediately terminate its relationship with the education agent or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

4.6. Blackfriars must not accept students from an education agent if it knows or reasonably suspects the education agent to be:

4.6.1. providing migration advice, unless that education agent is authorised to do so under the Migration Act

4.6.2. engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)

4.6.3. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his Visa

4.6.4. using PRISMS to create CoEs for other than bona fide students.

STANDARD 5 - YOUNGER STUDENTS

Standard 5 is relevant to the following roles:

- International Students Program Officer
- Director of Development & Community Relations
- Teachers
- Registrar

5.1. Where Blackfriars enrols a student who is under 18 years of age, it must meet the Commonwealth, state or territory legislation or other regulatory requirements relating to child welfare and protection appropriate to the jurisdiction(s) in which it operates.

5.2. Blackfriars must ensure students under 18 years of age are given age-and culturally appropriate information on:

5.2.1. who to contact in emergency situations, including contact numbers of a nominated staff member and/or service provider to Blackfriars

5.2.2. seeking assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse.

5.3. Where Blackfriars takes on responsibility under the Migration Regulations for approving the accommodation, support and general welfare arrangements (but not including guardianship, which is a legal relationship not able to be created or entered by Blackfriars) for a student who is under 18 years of age, Blackfriars must:

5.3.1. nominate the dates for which Blackfriars accepts responsibility for approving the student's accommodation, support and general welfare arrangements and advise Immigration, which is responsible for administering the Migration Regulations, of the dates in the form required by that department

5.3.2. ensure any adults involved in or providing accommodation and welfare arrangements to the student have all working with children clearances (or equivalent) appropriate to the jurisdiction(s) in which Blackfriars operates

5.3.3. have and implement documented processes for verifying that the student's accommodation is appropriate to the student's age and needs:

5.3.3.1. prior to the accommodation being approved

5.3.3.2. at least every six months thereafter.

5.3.4. include as part of their policy and processes for critical incidents under Standard 6 (Overseas student support services), a process for managing emergency situations and when welfare arrangements are disrupted for students under 18 years of age

5.3.5. maintain up-to-date records of the student's contact details as outlined in Standard 3.5, including the contact details of the student's parent(s), legal guardian or any adult responsible for the student's welfare

5.3.6. advise Immigration in the form required by that department:

5.3.6.1. as soon as practicable if the student will be cared for by a parent or nominated relative approved by Immigration and a Confirmation of Appropriate Accommodation and Welfare (CAAW) is no longer required

5.3.6.2. within 24 hours if Blackfriars is no longer able to approve the student's welfare arrangements

5.3.7. have documented policies and processes for selecting, screening and monitoring any third parties engaged by Blackfriars to organise and assess welfare and accommodation arrangements.

5.4. If Blackfriars is no longer able to approve the welfare arrangements of a student, Blackfriars must make all reasonable efforts to ensure that the student's parents or legal guardians are notified immediately.

5.5. If Blackfriars is unable to contact a student and has concerns for the student's welfare, Blackfriars must make all reasonable efforts to locate the student, including notifying the police and any other relevant Commonwealth, state or territory agencies as soon as practicable.

5.6. Where Standard 5.3 applies and Blackfriars suspends or cancels the enrolment of the overseas student, Blackfriars must continue to approve the welfare arrangements for that student until any of the following applies:

5.6.1. the student has alternative welfare arrangements approved by another registered provider

5.6.2. care of the student by a parent or nominated relative is approved by Immigration

5.6.3. the student leaves Australia

5.6.4. Blackfriars has notified Immigration under Standard 5.3.6 that it is no longer able to approve the student's welfare arrangements or under Standard 5.5 that it has taken the required action after not being able to contact the student.

5.7. If Blackfriars enrols a student under 18 years of age who has welfare arrangements approved by another registered provider, the receiving registered provider must:

5.7.1. negotiate the transfer date for welfare arrangements with the releasing registered provider to ensure there is no gap

5.7.2. inform the student of their Visa obligation to maintain their current welfare arrangements until the transfer date or have alternate welfare arrangements approved or return to their home country until the new approved welfare arrangements take effect.

STANDARD 6 - STUDENT SUPPORT SERVICES

Standard 6 is relevant to the following Blackfriars roles:

- International Students Program Officer
- Director of Development & Community Relations
- Teachers

6.1. Blackfriars must support the overseas student in adjusting to study and life in Australia by giving the overseas student information on or access to an age and culturally appropriate orientation program that provides information about:

6.1.1. support services available to assist overseas students to help them adjust to study and life in Australia
6.1.2. English language and study assistance programs
6.1.3. any relevant legal services
6.1.4. emergency and health services
6.1.5. Blackfriars facilities and resources
6.1.6. complaints and appeals processes as outlined in Standard 10 (Complaints and appeals)
6.1.7. requirements for course attendance and progress, as appropriate
6.1.8. the support services available to assist students with general or personal circumstances that are adversely affecting their education in Australia
6.1.9. services students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman.

6.2. Blackfriars must give relevant information or provide referrals as appropriate to overseas students who request assistance in relation to the services and programs set out in Standard 6.1, at no additional cost to the overseas student.

6.3. Blackfriars must offer reasonable support to overseas students to enable them to achieve expected learning outcomes regardless of the overseas student's place of study or the mode of study of the course, at no additional cost to the overseas student.

6.4. Blackfriars must facilitate access to learning support services consistent with the requirements of the course, mode of study and the learning needs of overseas student cohorts, including having and implementing documented processes for supporting and maintaining contact with overseas students undertaking online or distance units of study.

6.5. Blackfriars must designate a member or members of its staff to be the official point of contact for overseas students. The student contact officer or officers must have access to up-to-date details of Blackfriars support services.

6.6. Blackfriars must have sufficient student support personnel to meet the needs of the overseas students enrolled with Blackfriars.

6.7. Blackfriars must ensure its staff members who interact directly with overseas students are aware of Blackfriars obligations under the ESOS framework and the potential implications for overseas students arising from the exercise of these obligations.

6.8. Blackfriars must have and implement a documented policy and process for managing critical incidents and that could affect the overseas student's ability to undertake or complete a course, such as but not limited to incidents that may cause physical or psychological harm.

Blackfriars must maintain a written record of any critical incident and remedial action taken by Blackfriars for at least two years after the overseas student ceases to be an accepted student.

A Traumatic Event is not limited to, but could include:

- missing students;
- any fatality or serious injury;
- a serious traffic collision;
- murder or suicide;
- physical / sexual assault or domestic violence;
- severe verbal or psychological aggression;
- fire;
- explosion or bomb threat;

- a hold up or attempted robbery;
- serious threats of violence;
- storms or natural disasters, and
- drug or alcohol abuse.

Blackfriars will support and care for all international students during their period of study and life in Australia, to achieve their learning goals and to achieve satisfactory progress towards meeting the learning outcomes of their course of study and underpin this with documented critical incident management procedures.

In order to ensure critical incidents are managed effectively, the responsibilities for critical incident management are as follows:

6.9. Blackfriars must:

6.9.1. take all reasonable steps to provide a safe environment on campus and advise overseas students and staff on actions they can take to enhance their personal security and safety

6.9.2. provide information to overseas students about how to seek assistance for and report an incident that significantly impacts on their wellbeing, including critical incidents

6.9.3. provide overseas students with or refer them to (including electronically) general information on safety and awareness relevant to life in Australia.

Ensuring staff comply with and understand ESOS

Standard 6(7) of the National Code provides that the 'registered provider must ensure that its staff members that interact directly with students are aware of Blackfriars obligations under the ESOS framework and the potential implications for students arising from the exercise of these obligations.'

Staff are made aware of Blackfriars obligations under the ESOS framework and the potential implications for students arising from the exercise of these obligations in the following ways:

- ESOS Framework Compliance Policy
- Staff induction
- Training sessions / staff meetings
- Blackfriars policies and procedures

STANDARD 7 - TRANSFER BETWEEN REGISTERED PROVIDERS

Standard 7 is relevant to the following roles:

- Director of Development & Community Relations
- International Students Program Officer
- Course Coordinator/s

7.1. Blackfriars must not knowingly enrol an overseas student seeking to transfer from another registered provider's course until after the first six months of the first registered school sector course, except where any of the following apply:

7.1.1. the releasing registered provider, or the course in which the overseas student is enrolled, has ceased to be registered

7.1.2. the releasing registered provider has had a sanction imposed on its registration by the ESOS agency that prevents the overseas student from continuing his course at that registered provider

7.1.3. the releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in PRISMS

7.1.4. any government sponsor of the overseas student considers the change to be in the overseas student's best interests and has provided written support for the change

7.2. For the purposes of Standard 7.1.3, Blackfriars must have and implement a documented policy and process for assessing overseas student transfer requests prior to the overseas student completing six months of their principle course. The policy must be made available to staff and overseas students, and outline:

7.2.1. the steps for an overseas student to lodge a written request to transfer, including that they must provide a valid enrolment offer from another registered provider

7.2.2. circumstances in which Blackfriars will grant the transfer request because the transfer is in the overseas student's best interests, including but not limited to where Blackfriars has assessed that:

7.2.2.1. the overseas student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with the intervention strategy (see related policy number #1 Enrolment Terms and Conditions) to assist the overseas student in accordance with Standard 8 (Overseas student Visa requirements)

7.2.2.2. there is evidence of compassionate or compelling circumstances

7.2.2.3. Blackfriars fails to deliver the course as outlined in the written agreement

7.2.2.4. there is evidence that the overseas student's reasonable expectations about their current course are not being met

7.2.2.5. there is evidence that the overseas student was misled by Blackfriars or an education or migration agent regarding Blackfriars or its course and the course is therefore unsuitable to their needs and/or study objectives

7.2.2.6. an appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student.

7.2.3. the circumstances which Blackfriars considers as reasonable grounds to refuse the transfer

7.2.4. a reasonable timeframe for assessing and replying to the overseas student's transfer request having regard to the restriction period.

7.3. If the overseas student is under 18 years of age:

7.3.1. Blackfriars must have written confirmation the overseas student's parent or legal guardian supports the transfer

7.3.2. where the overseas student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the student's accommodation, support and general welfare arrangements in accordance with Standard 5 (Younger overseas students).

7.4. the release will be at no cost to the student and Blackfriars will advise the overseas student to contact Immigration to seek advice on whether a new student Visa is required.

7.5. If Blackfriars intends to refuse the transfer request, they must inform the overseas student in writing of:

7.5.1. the reasons for the refusal

7.5.2. the overseas student's right to access Blackfriars complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

7.6. Blackfriars must not finalise the student's refusal status in PRISMS until the appeal finds in favour of Blackfriars, or the overseas student has chosen not to access the complaints and appeals processes within the 20-working day period, or the overseas student withdraws from the process.

7.7. Blackfriars must maintain records of all requests from overseas students for a release and the assessment of, and decision regarding, the request for two years after the overseas student ceases to be an accepted student.

'Reasonable steps' could include the registered provider asking the international student if they are currently enrolled with another provider, checking an international student's Visa and using Provider Registration and International Student Management System (PRISMS). International students under the age of 18 will need permission from a parent or a legal guardian to change registered providers. The registered provider should issue a letter of offer to the international student, for them to obtain a release from the registered provider the international student is currently studying with.

STANDARD 8 – OVERSEAS STUDENT VISA REQUIREMENTS. MONITORING OVERSEAS STUDENT PROGRESS, ATTENDANCE AND COURSE DURATION

Standard 8 is relevant to the following roles:

- Director of Development & Community Relations
- International Students Program Officer
- Course Coordinator/s
- Teachers

8.1. Blackfriars must monitor overseas students' course progress and, where applicable, attendance for each subject in which the overseas student is enrolled.

8.2. The expected duration of study specified in the overseas student's CoE must not exceed the CRICOS registered duration.

8.3. Blackfriars must monitor the progress of each overseas student to ensure the overseas student is able to complete the course within the expected duration specified on the overseas student's CoE.

8.4. Blackfriars must have and implement documented policies and processes to identify, notify and assist an overseas student at risk of not meeting course progress or attendance requirements where there is evidence from the overseas student's assessment tasks, participation in tuition activities or other indicators of academic progress that the overseas student is at risk of not meeting those requirements.

8.5. Blackfriars must clearly outline and inform the overseas student before they commence their course of the requirements to achieve satisfactory course progress and, where applicable, attendance in each study period.

8.6. Blackfriars must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

8.6.1. requirements for achieving satisfactory attendance for the course which at a minimum must be 80 per cent (or higher if specified under state or territory legislation or other regulatory requirements) of the scheduled contact hours

8.6.2. the method for working out minimum attendance under this standard

8.6.3. processes for recording course attendance

8.6.4. details of Blackfriars intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not

meeting attendance requirements before the overseas student's attendance drops below 80 per cent

8.6.5. processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

8.7. Blackfriars must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

8.7.1. requirements for achieving satisfactory course progress for the course

8.7.2. processes for recording and assessing course progress

8.7.3. details of Blackfriars intervention strategy to identify, notify and assist students at risk of not meeting course progress requirements in sufficient time for those students to achieve satisfactory course progress

8.7.4. processes for determining the point at which the student has failed to meet satisfactory course progress.

Course progress and attendance requirements

8.8. Blackfriars must have and implement a documented policy and process for assessing course progress that includes:

8.8.1. requirements for achieving satisfactory course progress, including policies that promote and uphold the academic integrity of the registered course and meet the training package or accredited course requirements where applicable, and processes to address misconduct and allegations of misconduct

8.8.2. processes for recording and assessing course progress requirements

8.8.3. processes to identify overseas students at risk of unsatisfactory course progress

8.8.4. details of Blackfriars intervention strategy to assist overseas students at risk of not meeting course progress requirements in sufficient time for those overseas students to achieve satisfactory course progress

8.8.5. processes for determining the point at which the overseas student has failed to meet satisfactory course progress.

8.9. Blackfriars must have and implement a documented policy and process for monitoring the attendance of overseas students if the requirement to implement and maintain minimum attendance requirements for overseas students is set as a condition of Blackfriars registration by an ESOS agency.

8.10. If an ESOS agency requires a VET provider to monitor overseas student attendance as a condition of registration, the minimum requirement for attendance is 80 per cent of the scheduled contact hours for the course.

8.11. If an ESOS agency requires a VET provider to monitor overseas student attendance, the registered provider must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

8.11.1. the method for working out minimum attendance under this standard

8.11.2. processes for recording course attendance

8.11.3. details of Blackfriars intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent

8.11.4. processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

Reporting unsatisfactory course progress or unsatisfactory course attendance

(refer Monitoring Attendance and Academic Performance Policy)

8.12. Where Blackfriars has assessed the overseas student as not meeting course progress or attendance requirements, Blackfriars must give the overseas student a written notice as soon as practicable which:

- 8.12.1. notifies the overseas student that Blackfriars intends to report the overseas student for unsatisfactory course progress or unsatisfactory course attendance
- 8.12.2. informs the overseas student of the reasons for the intention to report
- 8.12.3. advises the overseas student of their right to access Blackfriars complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

8.13. Blackfriars must only report unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:

- 8.13.1. the internal and external complaints processes have been completed and the decision or recommendation supports Blackfriars, or
- 8.13.2. the overseas student has chosen not to access the internal complaints and appeals process within the 20-working day period, or
- 8.13.3. the overseas student has chosen not to access the external complaints and appeals process, or
- 8.13.4. the overseas student withdraws from the internal or external appeals processes by notifying Blackfriars in writing.

8.14. Blackfriars may decide not to report the overseas student for breaching the attendance requirements if the overseas student is still attending at least 70 per cent of the scheduled course contact hours and:

- 8.14.1. for school, ELICOS and Foundation Program courses, the overseas student provides genuine evidence demonstrating that compassionate or compelling circumstances apply; or
- 8.14.2. for VET courses, the student is maintaining satisfactory course progress.

Allowable extensions of course duration

8.15. Blackfriars must not extend the duration of the overseas student's enrolment if the overseas student is unable to complete the course within the expected duration, unless:

- 8.15.1. there are compassionate or compelling circumstances, as assessed by Blackfriars based on demonstrable evidence, or
- 8.15.2. Blackfriars has implemented, or is in the process of implementing, an intervention strategy for the overseas student because the overseas student is at risk of not meeting course progress requirements, or
- 8.15.3. an approved deferral or suspension of the overseas student's enrolment has occurred under Standard 9 (Deferring, suspending or cancelling the overseas student's enrolment).

8.16. If Blackfriars extends the duration of the student's enrolment, Blackfriars must advise the student to contact Immigration to seek advice on any potential impacts on their Visa, including the need to obtain a new Visa.

Modes of delivery – Online Learning

Online learning is study where the teacher and overseas student primarily communicate through digital media, technology-based tools and IT networks and does not require the overseas student to attend scheduled classes or maintain contact hours.

For the purposes of the ESOS framework, online learning does not include the provision of online lectures, tuition or other resources that supplement scheduled classes or contact hours.

Distance learning is any learning that an overseas student undertakes off campus and does not require an overseas student on a student Visa to physically attend regular tuition for the course on campus at Blackfriars registered location.

8.17. Blackfriars must not deliver a course exclusively by online or distance learning to an overseas student.
8.18. Blackfriars must ensure that in each compulsory study period for a course, the overseas student is studying at least one unit that is not by distance or online learning, unless the student is completing the last unit of their course.
8.19. For school, ELICOS or foundation programs, any online or distance learning must be in addition to minimum face-to-face teaching requirements approved by the relevant designated State authority or ESOS agency as part of the registration of the course, if applicable.
8.20. Blackfriars must take all reasonable steps to support overseas students who may be disadvantaged by:
    8.20.1. additional costs or other requirements, including for overseas students with special needs, from undertaking online or distance learning
    8.20.2. inability to access the resources and community offered by the education institution, or opportunities for engaging with other overseas students while undertaking online or distance learning.

STANDARD 9 – DEFERRING, SUSPECTING OR CANCELLING THE OVERSEAS STUDENT'S ENROLMENT

Standard 9 is relevant to the following Blackfriars roles:

- International Students Program Officer
- Director of Development & Community Relations
- Registrar

9.1. Blackfriars must have and implement a documented process for assessing, approving and recording a deferment of the commencement of study or suspension of study requested by an overseas student, including maintaining a record of any decisions.
9.2. Blackfriars may defer or suspend the enrolment of a student if it believes there are compassionate or compelling circumstances.
9.3. Blackfriars may suspend or cancel a student's enrolment including, but not limited to, on the basis of:
    9.3.1. misbehaviour by the student
    9.3.2. the student's failure to pay an amount he was required to pay Blackfriars to undertake or continue the course as stated in the written agreement
    9.3.3. a breach of course progress or attendance requirements by the overseas student, which must occur in accordance with Standard 8 (Overseas student Visa requirements).
9.4. If Blackfriars initiates a suspension or cancellation of the overseas student's enrolment, before imposing a suspension or cancellation Blackfriars must:
    9.4.1. inform the overseas student of that intention and the reasons for doing so, in writing
    9.4.2. advise the overseas student of their right to appeal through Blackfriars internal complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.
9.5. When there is any deferral, suspension or cancellation action taken under this standard, Blackfriars must:

9.5.1. inform the overseas student of the need to seek advice from Immigration on the potential impact on his student Visa

9.5.2. report the change to the overseas student's enrolment under section 19 of the ESOS Act.

9.6. The suspension or cancellation of the overseas student's enrolment under Standard 9.3 cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

STANDARD 10 – COMPLAINTS AND APPEALS

Standard 10 is relevant to the following roles:

- Principal
- Director of Development & Community Relations
- Overseas Student Program Officer

10.1. Blackfriars must have and implement a documented internal complaint handling and appeals process and policy, and provide the overseas student with comprehensive, free and easily accessible information about that process and policy (See Complaints policy #19)

10.2. Blackfriars internal complaints handling and appeals process must:

10.2.1. include a process for the overseas student to lodge a formal complaint or appeal if a matter cannot be resolved informally

10.2.2. include that Blackfriars will respond to any complaint or appeal the overseas student makes regarding his dealings with Blackfriars, Blackfriars education agents or any related party Blackfriars has an arrangement with to deliver the overseas student's course or related services

10.2.3. commence assessment of the complaint or appeal within ten (10) working days of it being made in accordance with Blackfriars complaints handling and appeals process and policy, and finalise the outcome as soon as practicable

10.2.4. ensure the overseas student is given an opportunity to formally present his case at minimal or no cost and be accompanied and assisted by a support person at any relevant meetings

10.2.5. conduct the assessment of the complaint or appeal in a professional, fair and transparent manner

10.2.6. ensure the overseas student is given a written statement of the outcome of the internal appeal, including detailed reasons for the outcome

10.2.7. keep a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome.

10.3. If the overseas student is not successful in Blackfriars internal complaints handling and appeals process, Blackfriars must advise the overseas student within ten (10) working days of concluding the internal review of the overseas student's right to access an external complaint handling and appeals process at minimal or no cost. Blackfriars must give the overseas student the contact details of the appropriate complaints handling and external appeals body.

10.4. If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the overseas student, Blackfriars must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision and advise the overseas student of that action.

STANDARD 11 – ADDITIONAL REGISTRATION REQUIREMENTS

Standard 11 is relevant to the following roles:

- Principal
- Director of Development & Community Relations

11.1. In applying to register a full-time course at a location, Blackfriars must seek approval from the relevant Regulator agency, including through the designated State authority, for the following:

- 11.1.1. the course duration, including holiday breaks
- 11.1.2. modes of study, including online, distance or work-based training
- 11.1.3. number of overseas students enrolled at Blackfriars, within the limit or maximum number approved by the ESOS agency for each location
- 11.1.4. arrangements with other education providers, including partners, in delivering a course or courses to overseas students.

11.2. In seeking approval under 11.1, Blackfriars must demonstrate any matters requested by the ESOS agency, and the state regulator, which may include but are not limited to the following:

- 11.2.1. the expected duration of the course does not exceed the time required to complete the course based on full-time study
- 11.2.2. the expected duration of the course includes any holiday periods or any work-based training
- 11.2.3. any work-based training to be undertaken as part of the course is necessary for the student to gain the qualification and there are appropriate arrangements for the supervision and assessment of students
- 11.2.4. the course is not to be delivered entirely by online or distance learning
- 11.2.5. Blackfriars and any partner engaged to deliver a course or courses to overseas students has adequate staff and education resources, including facilities, equipment, learning and library resources and premises as are needed to deliver the course to the overseas students enrolled with Blackfriars
- 11.2.6. The maximum number of overseas students proposed by Blackfriars for the location reflects the appropriateness of the staff, resources and facilities for the delivery of the course/s.

11.3. Blackfriars must submit to the ESOS agency for approval, via the Regulator, information on any proposed changes to Blackfriars registration for a course as outlined in standard 11.1 at least 30 days prior to the time at which those changes are proposed to take effect.