



# Aidanfield Christian School

## Board of Trustees

International Students

## Disciplinary Policy

Outcome 15, Process 4

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

This policy should be read in conjunction with The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

### Overview

Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the school will endeavour, where appropriate, to follow a two-stage disciplinary process. Any process undertaken for taking disciplinary action must be in accordance with the principles of natural justice.

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

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

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

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

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

### General Policy

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

- (a) a written summary of the Allegation or the Proposed Action;
- (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;



# Aidanfield Christian School

- (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
- (d) an opportunity to contact his or her Parent/Legal Guardian before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
- (e) an opportunity to have an independent support person of his or her choice present at any meeting relating to the disciplinary process;
- (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
- (g) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and
- (h) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

## Disciplinary Procedure

### Stage One: Incident Investigation

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

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

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

### Stage Two: Outcome Discussion

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

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

When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the student and parents/legal guardians of its decision, in writing if possible. The disciplinary action will not






# Aidanfield Christian School

take effect, and no actions will be taken to put it into place, until the student and parents/legal guardians have been advised of the decision.

Please refer to the Termination of Enrolment Policy relating to International Students.

Board Chair Sign:

  
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Adopted On:

March 2024  
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Date of Review:

March 2025  
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