



PORT
AHURIRI
SCHOOL
INTERNATIONAL
ENROLMENT
PARENT INFORMATION
BOOK
2023



PORT AHURIRI SCHOOL (NAPIER)

Contents

Contents	2
Health and Travel Insurance	3
Student Fees and Associated Costs	5
Application for Enrolment Requirements and Procedures	6
Conditions of Acceptance	7
Curriculum Programme	8
Orientation Programme and Support Services	9
Emergency Procedures	10
What do you do if you have a Grievance?	12
Frequently Asked Questions	14
School Behaviour Plan	15
Procedures that Apply When a Student Withdraws / Is Not Attending Their Course	17
Circumstances in Which Tuition may be Terminated	18
Summary Code of Practice for Pastoral Care of International Students	19
Appendixes:	
• Application For Enrolment	
• Fees Protection Policy	
• Refund Conditions and Procedures	
• Pastoral Welfare and Safety Procedures for International Students	

Code of Practice for the Pastoral Care of International Students

Port Ahuriri School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>

Prime Condition of Enrolment

Port Ahuriri School requires that all international students live with their parents.
The minimum age for enrolment is 5 years
The maximum age for enrolment is 11 years



Welcome

Kia ora, Bore da, Konichiwa, Namaste, Gidday, Talofa, Kia orara, Male e lelei

Welcome to the very special learning community that is Port Ahuriri School

We are very proud to sit within the top 15% of schools nationally as assessed by the Education Review Office twice since 2015, making us a preferred education provider within the wider Hawkes Bay area.

We hope you find this information booklet interesting and informative and that it gives you an understanding of what is provided, how and when at our school.

Please visit our website www.portahuriri.school.nz to get a better feel for the special character of our school.

Port Ahuriri School is a state contributing school, catering for children from year 1 to 6.
We have been a signatory to the Code of Practice for International Students since 2005.

Our vision is:

Empowered Learners in an Inclusive, Stimulating Environment.

We have an open door here at Port Ahuriri and we encourage all members of our community to be involved in educating our children. We pride ourselves on getting to know your child(ren) really well and catering for their learning and emotional needs through our school values

**Be Kind
Be Respectful
Be A Learner**

We always look forward to meeting and/or hearing from you



**Glenn France
Principal**

Health and Travel Insurance

Eligibility for Health Services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health and can be viewed on their website at <http://www.moh.govt.nz>

Accident Insurance

The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://acc.co.nz>

Medical and Travel Insurance

International students must have appropriate and current medical and travel insurance while studying in New Zealand.

From 1 April 2004, all students over the age of 11 year from countries with a high incidence of Tuberculosis (TB), have to have an X Ray to show they do not have TB, if they intend to spend six months or more in New Zealand. This also applies to students who have spent a combined total of three months or more in a high incidence country.

High incidence countries are those other than: Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Iceland, Ireland, Israel, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Puerto Rico, San Marino, Sweden, Switzerland, United Kingdom, United States of America, and Vatican City.

N.B. Students must provide evidence of appropriate and current medical and travel insurance. This insurance must cover the full length of time spent in New Zealand. An overseas Insurance policy will only be accepted if it is accompanied with an English translation. The school will keep a record of the Insurance Policy number and the type of cover provided.

Immigration

Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Qualifications Authority, and can be viewed on their website at www.nzqa.govt.nz



Student Fees and Associated Costs

COMPULSORY COST OF TUITION AND OTHER COURSE-RELATED COSTS.

Tuition Fees (<i>annual payable in advance</i>)	NZ \$10,000.00 /year
	\$2,500.00 /term

This covers: classroom tuition, stationary, textbooks on loan, ESOL tuition as required, sports teams, school trips.

All fees and costs are GST inclusive.

Additional Compulsory Costs

-

Nil

NON-COMPULSORY COSTS

Camps	Included in fee structure
Montessori Education	\$1200.00/year extra to compulsory school costs. Available in 2023 – conditions apply

It is understood that all children will participate fully in all aspects of Port Ahuriri school life.

FEES PROTECTION

The **Port Ahuriri School** Board of Trustees guarantees to hold in reserve sufficient funds to meet any refund requirements should the school not be able to continue tuition.



Application for Enrolment Requirements and Procedures

The applicant/guardian must complete the **International Student Application for Enrolment form** (see Appendixes) and produce the following documents before the application can be completed:

- a. Passport
- b. Student visa/permit
- c. Copy of recent school report with verified English translation is required
- d. English translation of Medical and Travel Insurance
- e. Medical information as required
- f. Any additional information required by the school and/or parents
- g. Administration fee: NZ \$250.00

PROCEDURES ONCE an ENROLMENT has BEEN RECEIVED

On receipt of a completed enrolment application, proof of Visa status, fees and all information as required is complete the parents/guardians will be informed of a meeting time.

This meeting will involve:

- The prospective pupil
- The parent(s)
- A translator (*if required*)
- The Principal or nominated deputy
- The teacher responsible for International Students.

The meeting will consist of:

- A check of all documentation as required
- A tour of the school
- An explanation of the **Conditions of Enrolment**
- The child's classroom and daily programme explanation
- An assurance the parents understand the Code
- Answering any questions, the family may have.

Placement in a particular year or class is at the discretion of the Principal.



Conditions of Enrolment

In addition to the conditions listed here, all conditions that are part of the contract with parents, the fees refund policy and other school policies also apply.

1. An elementary level of English is desirable.
2. Students and parents/legal guardians must accept and abide by rules regarding behaviour and conduct that apply to all students. Unacceptable behaviour may result in the termination of tuition. Any disciplinary action that is undertaken will be dealt with in accordance with the principles of natural justice and the terms of the enrolment contract
3. Students must observe the laws of New Zealand.
4. Students must observe the conditions of their visa. If a student breaks the terms of the visa the school will report the fact to the New Zealand Immigration Service, which may result in the student having to leave New Zealand.
5. Parents must keep the school fully informed of any change in their contact details, type of accommodation and residential address.
6. Because placements are decided on the evidence of assessment after arrival in New Zealand, **all** information given before enrolment about placement on courses and in classes is **provisional**. The school reserves the right to adjust placements and individual programmes at any time if it is in the student's interests to do so.
7. The student will attend the school on all occasions when it is open unless prevented by illness or other urgent cause.
8. Tuition may be terminated if the student fails to comply with the school rules or breaches the conditions of their visa.
9. Tuition fees will be paid in full before enrolment, or before enrolment is renewed (whichever applies).
10. All additional costs (as outlined in the school prospectus) will be paid promptly, as required.
11. The conditions of the Fee Refund Policy will be accepted
12. All students are required to have travel and medical insurance for the duration of their period of enrolment. Insurance must include travel costs, medical care and costs associated with repatriation and funeral expenses. Insurance must further include travel to and from your country of origin before education begins and after it ends and include all family members involved with the enrolment.
13. All international students must live with their parents or legal guardians (proof of legal guardianship must be supplied).
14. All disputes will be dealt with in New Zealand law.
15. The school's complaints procedure for international students will be used to deal with grievances.
16. Parents must inform the school of their address, telephone number, fax number and e-mail address (whichever applies). The student and/or parents will advise the school of any change in the contact details of the student or parents.
17. The student and/or parents will provide academic, medical and other information that is relevant to the wellbeing and course placement of the student.



Curriculum Programme

Programmes at **Port Ahuriri School** commonly feature the following:

- learning activities in which students investigate issues and solve problems of interest to them;
- a balanced curriculum which emphasises discovery and exploration; and encourages higher order thinking as keys to successful learning;
- opportunities to see the relevance of learning by applying it in a practical way to solve real problems;
- learning activities and experiences (both in and outside school) which enable all students to succeed regardless of previous achievement.
- schemes that encourage creativity and the opportunity to capture the teachable moment.
- specific English language based tuition as a specialised programme as required.

Teachers adapt the programme to the students to ensure the curriculum focus for each emerging student is on personal development as well as on academic achievement.

We focus on educating the whole child, emotionally, intellectually, socially, personally. Students are challenged with opportunities to participate in a range of academic, cultural, sporting and technology programmes.

Port Ahuriri School is a state school, providing education from Years 1 to 6. It offers programmes in all areas of the New Zealand Curriculum. This includes:

English
(Oral, written, reading, visual, and listening)
Mathematics
Science
Social Sciences
Health
Physical Education

Technology
Music
Visual Arts
Languages (Te Reo Maori)

Details of the curriculum can be found on the Ministry of Education's website <http://www.minedu.govt.nz>

Classroom Programmes

- ◇ English - Oral, Written, Visual
- ◇ Mathematics
- ◇ Science
- ◇ Social Sciences
- ◇ Health/Physical Education
- ◇ Information and Communication Technology
- ◇ Library Information Skills

Technology /Arts Programmes

- ◇ Music
- ◇ Art
- ◇ Information and Communication Technology
- ◇ Enviro-School Programmes
- ◇ Science

Cultural Programmes Available

- ◇ Instrumental Tuition
- ◇ Kapa Haka Group
- ◇ Arts Festival / School Production
- ◇ Festivals in Dance

Sports Programmes

- ◇ Recreational Sports Programme (Yr 3 to 6)
- ◇ Saturday Sports Competition
- ◇ Inter-School Sports Events
- ◇ Sports Exchanges
- ◇ Festivals in Swimming, Athletics, Cross Country

Children with Special Abilities

- ◇ Creative and Critical Thinking Skills Programmes
- ◇ Science and Technology Challenges
- ◇ Science

Learning Support Programmes

- ◇ Small Group 1:1 Tuition when required
- ◇ Trained Teacher Aides working alongside children in classrooms/learning centres
- ◇ Booster programmes in Numeracy and Literacy
- ◇ ESOL

Classroom Programmes

All students are taught the following core subjects:

- The Arts;
- English (Speaking and Listening, Reading and Writing, Viewing and Presenting);
- Health and Well Being / Physical Education;
- Mathematics;
- Science;
- Social Studies; and
- Technology.

MONTESSORI EDUCATION

(Available in 2022)

Port Ahuriri School is the only school in Hawkes Bay who offer **Montessori** education.

The **Montessori** method of education has developed over the past 100 years. The **Montessori** classroom is an environment that offers a positive learning community which encourages self directed learning and respect for others. Within this environment, each child is taught individually, they work at their own pace and level under the guidance of a Montessori/State trained teacher.

An essential component of this method of education is the specialised equipment which is an essential component of **Montessori** education. It allows the child to undertake self directed learning, isolate specific concepts, and as the child's exploration continues, allows the materials to interrelate and build upon each other, perfectly adapted to each stage of the child's development.

**Condition of Entry: Current enrolment in Montessori Education.
Proof will be required.**



Orientation Programme and Support Services

The teacher responsible for international students is primarily responsible for the orientation of the students and their on-going welfare within the school community. This will be done in close liaison with the learning hub teacher and the Principal.

An initial orientation will be done prior to or during the enrolment interview with the prospective student and parents. On the student's first day they will be met by the teacher responsible for international students and shown to the learning hub. All students will be mainstreamed immediately upon arrival. They will be withdrawn for further orientation, English testing, and teaching as required.

The hub teacher will be responsible for ensuring the new student has a buddy group consisting of two or more other students whose role is to help the new student with daily routines, timetables, and activities during the breaks. They will also ensure the child knows where to find the sick bay, toilets etc.

The teacher responsible for international students will continue to monitor the student during the first few weeks while the student settles into the hub and the school. The teacher will also be available for support of the students, the hub teacher, and the parents/caregiver.

Once the initial period is over, the teacher responsible for international students will continue to monitor the student and his/her progress through informal meetings, ESOL teaching times, and where necessary through formal meetings with the student, the hub teacher, and/or the parents/caregiver.

Translators will be made available where necessary. These may be another child or an adult, depending upon the situation and the requirements.

Parents/caregiver and students need to know that **Port Ahuriri School** has an 'Open Door' policy. At any time they may make an appointment to see the teacher, or the teacher responsible for international students to discuss any queries or concerns.

Person Responsible for Pastoral Care

Glenn France
Principal
Port Ahuriri School
Lever Street
Napier

Phone: (06) 835 7988	Day
027 293 3638	Emergency

In the event of an emergency at school, all staff and children will follow the school emergency guidelines as attached.

Parents in New Zealand and in the home country will be contacted by phone and/or e mail as soon as practicable. Interpreters will be used as/when required and available to assist in translations.

Quality of Instruction

An external review of the quality of instruction was carried out in May 2019. Please refer to

<https://www.ero.govt.nz/review-reports/port-ahuriri-school-28-05-2019/>

DISASTER, RESCUE AND RELIEF EMERGENCY MANAGEMENT POLICY

RATIONALE:

The Board of Trustees and staff at Port Ahuriri School recognise the need for a plan to provide pre and post disaster action in the event of a natural or man-made disaster.

PURPOSES:

To ensure that the Port Ahuriri School children are provided with a supervised and “safe” environment in the event of a major disaster until children can be reunited with caregivers.

GUIDELINES:

Pre Disaster:

- The children are instructed and practice evacuation routines as per the emergency evacuation policy.
- An emergency kit is held in the office storeroom. The school first aid kits are also kept in readiness and maintained.
- Training is undertaken by staff.

During:

- Children and staff follow the procedures outlined in the Evacuation procedures.

Post:

- Board of Trustee members and staff, along with community support will endeavour to supervise and care for children, communicate with caregivers and reunite children with families. Children are checked off the roll as released. The name of the person the child is released to is recorded.
- School staff will follow directions issued by official agencies.

OUTCOME:

Port Ahuriri School Board of Trustees and staff recognise the welfare of the children is to be catered for in the case of a disaster and will assist official emergency personnel to keep trauma to a minimum.

EMERGENCY EVACUATION POLICY

RATIONALE

In emergency situations such as fire, earthquake or other defined emergency, all staff must be thoroughly familiar with agreed procedures. The first priority is the protection of life and the prevention of injury.

PURPOSE

- To ensure the safety of all children and staff in the case of an emergency.
- To ensure that all children are delivered safely back into the care of their caregivers.

PROCEDURES

When buildings are to be evacuated or any emergency arises there will be **CONTINUOUS RINGING OF ANY BELL** (hand or electric).

In the Case of Fire:

On such a signal all children are to assemble on the field. Children sit in class groups.

In the case of Earthquake:

In an earthquake pupils are to take cover under desks, hold onto the legs of the desk or table they are under until the shock is over. (Pupils must understand that this gives protection from falling glass, ceiling panels, shelf contents.) Teacher stands in an outside doorway with the door open and will endeavour to have the class roll with her/him. The school will then assemble on the field.

In the case of Tsunami:

In the event of a major earthquake with risk of Tsunami the children, visitors and staff will be evacuated to higher ground, up Goldsmith Road, Goldsmith Steps and to Denholm Road.

Emergency evacuation will be practised once per term. Teachers will highlight action needed in various emergency situations.

GUIDELINES

1. Children must be quiet so they may hear instructions
2. Children must walk to the assembly area
3. Children must remain in the assembly area until dismissed by the Principal or Deputy Principal.
4. Teachers must remain with their hub until children are dismissed.
5. Teachers must leave the hubs last, taking their attendance register. A roll check will be carried out and Principal informed of missing children, staff or other school visitors.
6. The senior teacher in each area will check all toilet areas and report to the assembly area.
7. The Caretaker will turn off water, electricity and gas mains.

OUTCOME

Teachers and children will act calmly in emergency practices. Knowledge of emergency procedures will assist all involved in any emergency.

Guidelines as per MOE 1992 Booklet - Emergency Procedures - Guidelines for Schools

What Do You Do If You Have A Grievance?

We want you to be happy and feel safe and secure at **Port Ahuriri School**. There are times however, when things do not go as smoothly or as well as we may like. Here are some ideas about what you can do about it.

Problems with a teacher

Make a time to talk to your hub teacher about your concern.

If your concern is the hub teacher, make a time to talk to the teacher responsible for international students.

If you do not think the problem has been solved by your teacher or by the teacher responsible for International Students, talk to the Deputy Principal, Mrs Robertson.

If, after you have spoken to Mrs Robertson, the problem is still there, talk to the Principal, Mr Glenn France.

Problems with school friends

1. Take the time to talk to your teacher quietly about your concern
2. You can also talk with our Deputy Principal, Mrs Robertson. She is very helpful, especially with broken friendships.

At all the above meetings, notes will be taken of your concerns and of the solutions put in place.

If, after all the above have been tried, it is felt that your problem has not been resolved, then the student/parent may contact www.schoolcodeenquiries@nzqa.govt.nz. Should you wish to make a formal complaint please download a complaints form from www.nzqa.govt.nz. E mail to garisk@nzqa.govt.nz or send it to:

The Complaints Officer
Quality Assurance Division
P O Box 160
Wellington 6140

You must be able to show them that you have tried to get the school to act before you contact them. They will consult the school to see if anything can be done to help you.

If you do have a problem, please ask for help while it is still a little problem. Do not wait for it to become a big problem. If you are not confident that your English is not good enough you can always bring a friend who has better English.

We hope your stay at Port Ahuriri School is a happy one.

Frequently Asked Questions

1. When is Port Ahuriri School open?

- a. Our school is open at 8.15 am every morning during term time, Monday to Friday. Lessons start at 9.00 am and school closes for the day at 3.00 pm
- b. The school terms are given in the main school prospectus along with public holidays when the school is closed.
- c. Before school, after school and during the holidays, Port Ahuriri School has an out of school care programme running, from a special building on our school site.

2. What do I need for the classes?

- a. Port Ahuriri School will provide you with all the items you need each day for your lessons. The only thing you will need is morning tea and lunch, any extra clothing and personal items such as glasses.
- b. When your class has swimming, you will need your togs and towel.

3. What if I am sick or cannot come to school?

- a. If you are sick and cannot come to school, make sure that your parents or caregivers contact the school to let the school know.
- b. If you feel sick at school or if you hurt yourself at school, you need to go to the Office and tell Mrs Fenn, who will look after you.
- c. If you have an appointment during the school day and have to leave the school during the day or miss a day as a result of the appointment, your parent or caregiver needs to let the school know in advance through a phone call or written note.

4. What if I change my address or phone number?

If you change your address or phone number your parents or caregivers need to let the school know by giving you a written note to take to your teacher or the school office.

5. What about breaks and meals?

- a. There is a break in the morning from 10:40 am to 11:00 am and a break for lunch from 12:30 pm to 1:30 pm.
- b. Food can be bought through www.lunchonline.co.nz on Fridays otherwise you need to bring your food from home. The school does not provide lunches for the students.

6. What do I do if my lunch disappears?

If your lunch disappears from your bag or desk, let your teacher know as soon as you find out. He or she will do what they can to find your lunch. They will also make sure that you do not go hungry at lunchtime.

7. What do I do if I am bullied?

If you are teased or bullied at school, coming to school, or going home from school, you must let your teacher or the teacher responsible for international students know as soon as you can. We do not like students being bullied and will do everything we can to eliminate it.

8. Internet Use at School

All children have free access to the internet through the school wi fi. All classes have a range of i pads and chrome books to students use. It is not necessary to bring your own device to school.

Where Can I Access Information On:

- New Zealand Road Safety Laws and Information
www.ltsa.govt.nz/roadcode/contents.html
- Personal Health Services/Mental Health Services/Drug Education/Counseling/Problem Gambling.
www.hawkesbaydhb.govt.nz

Public Health Nurse
Napier Community Health Centre
Phone (06) 834 1815

- Sale of Alcohol and Tobacco
www.alcohol.org.nz/fuel/law/law.html
- Harassment and Discrimination
www.youthaffairs.govt.nz
www.police.govt.nz/service/yes/nobully
www.hrc.co.nz
(Human Rights Commission)



School Behavior Plans.

Port Ahuriri School Classroom Behaviour Management Plan

RATIONALE:

- Children have the right to play, socialise and mix in a happy, safe and caring environment.
- All people in our classroom have the right to be treated with respect and dignity.
- Children have consistency of expectations and consequences in their classroom environment.
- Teachers use management strategies based on the skills learned through Incredible Years training and PB4L

Positive Reinforcement.

All staff have their own classroom reward systems. eg. using positive rewards, certificates and class charters.

The following options of student rewards are encouraged.

- Positive praise
- Rewards
- Presentations at assembly/in-class.
- A visit to the Principal.
- Shining Stars relating to school values.

This is an aspect that is entirely dependent on your own professional beliefs and the style of classroom management and practise that you have.

**We focus on
Be
Kind
Respectful
A Learner**

If you need to use alternate strategies:

- Use the least intrusive strategies to re-direct students back to task.
- Use a re-affirm positive behaviour and re-direction phase.

If the behaviour continues to disrupt teaching and learning:

- isolate within your own room
- Send the student to another classroom in your hub

Students with Ongoing Concerns

If the disruptive behaviour continues:

- Discuss behaviours and strategies with your syndicate, Deputy Principal and/or the Principal
- Teachers should have entered the concerns and strategies into e tap and had communication with the parents. There is support from senior management for this.
- Discuss a referral to other agencies e.g. R.T.L.B., G.S.E with the SENCO

If the situation does not improve:

- Pupil to be removed from class and school programme to work independently in a defined area for a specific period. This is not time out but an alternative programme.
- If very serious problems continue, the option of stand-down, suspension or expulsion would have to be explored. This would be only carried out within the legal guidelines that govern this action.
- The Deputy / Principal will be asked to assist the class teacher and will have direct contact with parents.

PORT AHURIRI SCHOOL
Playground Behaviour Management Plan

RATIONALE:

- Children have the right to play, socialise and mix in a happy, safe and caring environment.
- All people in our play area have the right to be treated with respect and dignity
- Children recognise the positive and negative effects of their behaviour on others and themselves.
- Behaviour expectations and consequences are consistent

Duty Teachers:

- Children's behaviour is discussed with them – on the spot (where possible but always before the next break) or referred to DP
- All behaviour issues to be recorded in a log. Deputy Principal will follow up on entries.
- Social skills development and PB4L lessons are actively taught and reinforced throughout the year in classes and hubs.
- Teachers and year 6 Duty Leaders rove the playground
- If behaviour continues and/or the behaviour is aggressive Time Out on the office steps is a necessary requirement.

Extreme Behaviour:

- Child is removed from play area and taken to management.
- Duty teacher will request if necessary, cover to manage the situation.
- Principal and/or DP informed.

Out of Bounds Areas:

- Front of Hall area – including by hall front door entry and round in native garden area.
- Back driveway
- Construction areas
- Behind Rm 4/5 – Bike Sheds
- Classrooms (unless supervised by a teacher)

PALS

PALS are Year 5 Aoraki students who have been trained by Sport HB to assist in developing playground games.

DUTY LEADERS

These Year 6 children assist the teacher on play and lunch duties assisting with litter, injuries and dismissing children from the area. Any child can go to them for assistance. They also have the responsibility of collecting the children from the buddy bench and making sure they are ok and managing Pick Up zone. They manage the sports trolley at play/lunch. Duty Leaders are identified by their fluoro vests.

BLUE CAPS

These Year 6 children are those acknowledged by staff as exhibiting leadership and behavioural qualities that are exceptional.

Student Monitoring.

Procedures that Apply When a Student Withdraws / Is Not Attending Their Course.

If a student withdraws from school:

1. It must be in writing by the parents prior to the student's last day, giving the date of the final day of attendance and the reason for leaving. The Immigration Service will be notified.
2. The Refund Policy for international students shall apply.

If a child is not attending their course:

1. Student rolls are marked each morning and afternoon. In the case of absences, the parents must follow the normal school procedure of notifying the school in the morning of the first day of the absence, and following this up on each day of absence. If the absence can be foretold - e.g. an appointment - then the school is to be informed the day prior to the appointment or earlier.
2. Where the student is absent with no reason then the parents will initially be contacted by the school for an explanation. Where a child is being truant from school, the Truancy Service will have a meeting with the parents to rectify the situation. If the Truancy continues then a family meeting will be held and contingencies put in place. If this does not rectify the situation then the enrolment will be terminated and the Immigration Service notified.
3. If the student does not attend for more than twenty consecutive school days then the school will, in writing, notify the parents/caregivers that the enrolment has been terminated and the Immigration Service notified. However if the parents have previously notified the school in writing that the child will be absent for a period of time, with the full reason for the absence, the place shall be held, providing all fees have been paid in full, as required.
4. The school and/or the Principal, will follow the procedures set out in the Ministry of Education Circular 99/03 'Rules for Student Records' and the amendment 06/17 and use the Ministry of Education NETS-1 form, if and when required.
5. If the student is withdrawn from or ceases to attend the school the Board of Trustees will notify the New Zealand Immigration Service.

Circumstances in Which Tuition may be Terminated.

Contract Termination

Either party may terminate this agreement with 5 (five) days written notice

Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

Nothing in this agreement limits any rights the Applicant and/or the student may have under the Consumer Guarantee Act 1993

Where a child is absent or consistently truanting from school (*see previous*) then the signatory will terminate the enrolment.

If a child's behaviour is of an unacceptable level, then a meeting with the child, the parents/caregiver, and the school will be arranged. If the behaviour does not improve, written notification will be given to the parents warning of the danger of termination of the enrolment.

Disciplinary Action

It is acknowledged that the stand-down, suspension and exclusion of student's provisions as set out in Part II of the Education Act 1989 shall apply to the student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

Any disciplinary action will take into account all aspects of:

- Independent inquiry
- The right to representation
- Provisions of natural justice

The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.

The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:

- (a) the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
- (b) because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood down or suspended or excluded as the case may require;
- (c) the student's conduct or behaviour is in breach of the school rules or this contract of enrolment, and one or more of the following applies:
 - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
 - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

A principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing down or suspending the student under this contract.

In making decisions on appropriate disciplinary action the principal and the board will as far as practicable ensure that any such disciplinary action: -

- (a) is proportionate to the seriousness of the behaviour of the student; and
- (b) minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
- (c) is dealt with in accordance with the principles of natural justice.

If the student is stood down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the

stand-down or suspension.

If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.

The programme will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

Provisions for stand-down.

Immediately after a student is stood-down, the principal will tell a parent:

- (a) that the student has been stood-down; and
- (b) the reasons for the principal's decision; and
- (c) the period for which the student has been stood-down.

A stand-down may be for one or more specified periods, and the principal may lift the stand-down at any time before it is due to expire.

If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however—

- (a) the principal may require the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
- (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable:

A principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—

- (a) will arrange a meeting; and
- (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.

As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—

- (a) ensure that the stand-down is withdrawn; and
- (b) ensure that the student, and anyone told of the stand-down under paragraph 1, is told that the stand-down has been withdrawn.

If the student has been suspended then the principal will, immediately after the student is suspended, tell the board, a parent or legal guardian and the residential caregiver (if any) of the student—

- (a) that the student has been suspended; and
- (b) the reasons for the principal's decision.

If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however -

- (a) the principal may allow the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
- (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable.

If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the board and speak at that meeting, and to have their views considered by the board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.

The board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:

- (a) written notice of the time and place of the suspension meeting; and
- (b) written information about the options available to the board under paragraph 3 to deal with the suspension at the suspension meeting.

The board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in paragraph 6:

- (a) information on the procedures the board follows at suspension meetings; and
- (b) advice that the student and the student's parents, legal guardians or representative may attend the

- meeting and speak at it about the suspension; and
- (c) information contained in the following material that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
- (i) the principal's report to the board on the suspension; and
 - (ii) any other material about the suspension to be presented by the principal or the board at the meeting.

The material referred to must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

The board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the board asks the board to do so if the person making the request needs time to consider new information, being any information—

- (a) that is referred to at the suspension meeting; and
- (b) that is either—
 - (i) information that was not given, under paragraph 5, to the person making the request; or
 - (ii) information that is new to the person making the request for some other reason.

In deciding on the period of the adjournment, the board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the board must—

- (a) have due regard for all of the circumstance relevant to the suspension; and
- (b) consider each option available to it.

The board may—

- (a) require the principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the board makes its decision; or
- (b) ask the principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the board makes its decision.

Before making its decision, the board may try to get all the parties at the meeting to agree on what the decision should be.

The board must record its decision, and the reasons for it, in writing.

If a student has been suspended, the board may—

- (a) lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the board wants to make;
- (b) extend the suspension conditionally for a reasonable period determined by the board when extending the suspension, in which case paragraph 14 applies;
- (c) if the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.

If the board extends a suspension conditionally, the board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.

If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the principal may request the board to reconsider the matter and the board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified below.

If the board has not sooner lifted or extended the suspension or excluded the student under paragraph 13(c) and terminated the contract of enrolment, the suspension ceases to have effect—

- (a) at the close of the 7th school day after the day of the suspension; or
- (b) if the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar day after the day of the suspension.

The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.

The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

If the board agrees to a request made by the principal under paragraph 15, the board must hold a reconsideration meeting about the student's case.

The meeting must be held—

- (a) within 7 school days of the request; or
- (b) if the request is made within 7 school days of the end of term, within 10 calendar days of the request.

If the principal makes a request under paragraph 15 that the board reconsider the suspension then the board will ensure that the student, and a parent or legal guardian of the student is given written notice of the time and place of the reconsideration meeting as soon as practicable after the board decides to hold the meeting.

The board will ensure that the following material is given, in writing, to the student and the parent within the time described above:

- (a) information on the procedures the board follows at reconsideration meetings; and
- (b) advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
- (c) information that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) the principal's report to the board on the reconsideration of the suspension; and
 - (ii) any other material about the reconsideration of the suspension to be presented by the principal or the board at the meeting.

The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

1. If there is no further improvement, the parents and the student will be notified in writing that the student must leave at the end of that term, or earlier if the school decides, and will not be eligible to return the following term. There will be no refund of fees paid if this occurs
2. An 'acceptable level of behaviour' would be seen as following the school behaviour plan and relevant Board of Trustee policies as provided to each student.
3. If an enrolment application is found to be inaccurate in any way the contract may be terminated at the school's discretion.
4. Upon termination of enrolment, the Immigration Service will be notified as required.

Summary Code of Practice for the Pastoral Care of International Students

What is the Code?

New Zealand education providers have an important role in ensuring the well-being of their international students. The Code sets out the minimum standards of advice and care that are expected of education providers for international students. This ensures students coming from other countries to study in New Zealand are well informed, safe, and properly cared for.

New Zealand defines international students as those that are not domestic students. There is further information about this on the New Zealand Ministry of Education website at www.education.govt.nz

The New Zealand Qualifications Authority (NZQA) is the administrator of the Code on behalf of the New Zealand government.

Who does the Code apply to?

All education providers in New Zealand who enrol international students must be a signatory to the Code and adhere to its requirements.

A list of education providers that have signed up to the Code is available on the NZQA website at www.nzqa.govt.nz

How can I get a copy of the Code?

You are encouraged to read the Code, which is available on the NZQA website in several languages.

If you have further questions about the Code you can email code.enquiries@nzqa.govt.nz

What can you expect of an education provider?

Students and their families can expect education providers to:

- provide clear, sufficient and accurate information so you can make informed choices about your education
- give you clear, understandable information on your legal obligations and rights, including refund policies, and termination of your enrolment under any contracts you enter into with the provider
- check that you have the prescribed insurance cover
- provide a safe and supportive environment for study
- as far as practicable, ensure you live in accommodation that is safe and appropriate
- provide you with a comprehensive orientation programme to support you in your study and outline your obligations
- monitor their agents to ensure they provide you with reliable information and advice about studying, working and living in New Zealand
- ensure that the educational instruction on offer is appropriate for your expectations, English language proficiency, and academic capability
- have proper policy and processes in place to safeguard students' fees paid and be able to provide an appropriate refund if you withdraw or your course closes
- ensure you have access to proper and fair procedures for dealing with grievances (concerns or complaints).

What if something goes wrong?

If you have concerns about how your education provider or an agent is treating you, you should first contact your provider and follow their grievance procedure.

Education providers must have an internal grievance procedure to listen to and deal with any concerns or complaints to ensure a fair result. They will have designated a person who you can talk to and who will advise you on how to address your concerns or complaints. This may be the principal or the international student director.

If the provider's grievance process does not address your concerns or complaints, you can contact:

- NZQA (for concerns and complaints about a provider breaching the Code) or
- iStudent Complaints (for concerns and complaints about money or contracts).

Is your complaint about a provider breaching the Code?

As the Code administrator NZQA has the legal authority to investigate potential breaches of the Code. It has a process for finding out if the concern or complaint is valid and if a provider has breached the Code. This includes getting information from both the student who has raised the concern or complaint and the education provider. For information about how to make a complaint see the NZQA website www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/

Is your complaint about money or contracts?

iStudent Complaints is an independent service provided by the New Zealand government that can help you resolve concerns and complaints that are about money or contracts with an education provider. The service is free.

You can contact iStudent Complaints in a few ways:

Website www.istudent.org.nz

Email complaints@istudent.org.nz

International phone number 64 4 918 4975

Freephone (within New Zealand) 0800 00 66 75

Fax 64 4 918 4901

On social media:

Facebook www.facebook.com/istudent.complaints

WeChat (search for 'NZ iStudent Complaints' Chinese language only)

Post: iStudent Complaints P.O. Box 2272 Wellington 6014 New Zealand

Agent Monitoring

- Port Ahuriri School monitors agents with whom they have 'Contracts of Enrolment'.
- Agents are monitored via parent interview as to the suitability of the information provided and fees charged.
- Any breach of the Code of Practice will result in an agent contract being dismissed.
- Any breach of information given as per school facilities, fees charged and/or services provided will result in a meeting between the school and the agent. A subsequent breach of these conditions will result in an agents contract being dismissed.
- Spot checks of information provided and adherence to the Code of Practice will be conducted.
- Parents of students will be asked on interview relevant questions around agent performance.

Appendixes:

- Application to Enrol as an International Student and Tuition Agreement.
- Fees Protection Policy
- Refund Conditions and Procedures
- Pastoral Welfare and Safety Procedures for International Students

Attached

- Learning Hawkes Bay Brochure: Welcome to Hawkes Bay



PORT AHURIRI PRIMARY SCHOOL

APPLICATION TO ENROL AS AN INTERNATIONAL STUDENT (ENROLMENT CONTRACT)

Verification
(Office use
only)

Name of Student: _____ Date of Birth: _____
(Family Name) (First Name)

Preferred Name: _____ Ethnicity _____

Date of Entry into New Zealand: __/__/__

Length of time International Student wishes to enrol for:

from ____/____/____ to ____/____/____

Passport,
student visa
and student
permit
photocopied

Details of the **Parent/ Legal Guardian** the International Student (named above) will
reside with while attending **Port Ahuriri School**.

Name of Parent or Legal Guardian: _____
(Please Print Full Name)

New Zealand Address: _____

Phone: (0_) _____ Mobile Phone: _____

**It is a requirement of the Board of Trustees of Port Ahuriri School that the
applicant must reside with their parent(s) and/or legal guardian whilst attending
Port Ahuriri School.**

Passport
Copied

Proof of
Residential
Details

English Speaking Emergency Contact details:

Name/s: _____

Address: _____

Phone: _____ Mobile Phone: _____

All International Students enrolled at **Port Ahuriri School** must be in good health and
have Medical and Travel Insurance.

- Does the International Student (named above) have good health? Yes No - What type of Medical and Travel insurance does the family have for the duration of their time of study in New Zealand? Type_____ Policy No: _____	Medical Insurance Details Checked and Photocopied
Port Ahuriri School expects to be able to meet the learning needs of children enrolled at the school. Does the International Student (named above) have any special learning or behavioural needs? Yes No Details if applicable: _____ _____	
I have been informed about and received a summary of the Code of Practice for International Students: Yes No These are available in a range of different languages from www.nzqa.govt.nz Summary of the Code of Practice. Port Ahuriri School Napier is a signatory to the Code of Practice For International Students.	Copy of Summary Code
I have been informed about all costs involved with enrolment and the school's policy regarding fee protection and refunds: Yes No	Refund & Fees Protection Policies
I have received a copy of the school Prospectus and Policies relevant to International Students and have read and understood them Yes No	Prospectus Insert International Student Policy Complaints Policy
- I have read, understood and accept the policies, rules and procedures regarding International Students at Port Ahuriri School and agree to abide by them. - I agree that all disputes will be dealt with in accordance with New Zealand law. - I confirm all the information contained in this application is true and correct to the best of my knowledge and belief. - I will inform the school if there are any changes to the details of this application.	

Parent / Legal Guardian's Signature: _____ Date: _____	
Port Ahuriri School agrees / does not agree to provide tuition and pastoral care support (in accordance with the Code of Practice for the Pastoral Care of International students) for: _____ Name of International Student For the period of: _____ commencing ____/____/____ Principal's Signature: _____ Date ____/____/____ on behalf of Port Ahuriri School Board of Trustees. Stamp: This document, including the International Students Policy, forms the Tuition Agreement.	<i>Application Approved / Declined</i> Copy of Signed Contract to Applicant
Tuition fees are: \$2500 per term or \$10,000 per annum (GST inclusive) Period of tuition: Start _____ Finish _____ Tuition fee: \$ _____ x ____ terms = \$ _____ Total payable: _____ \$ _____ Received by: _____ Date: _____ Receipt of fees: Term 1 Term 2 Term 3 Term 4 Full year	Paid in full Receipt issued

FEES PROTECTION POLICY – International Students

Rationale

International student fees must be handled in a way that ensures those funds are accessed in a way that is consistent with normal accounting practice. This means that those funds are secure from misappropriation and are only made available to the school in accord with the Refunds Policy or should the school not be able to continue tuition.

Purpose

1. To ensure that if in the event that the school is unable to continue to run a course or programme that the unspent portion of the fees are available to be returned to the student.
2. To ensure that funds from international students are accounted for separately and in such a way that individual student contributions can be protected and monitored.
3. To ensure that international students' payment may be drawn down in accord with the Refund Policy.

Guidelines

1. Accounting procedures are in place to ensure that monies are available for release.
2. International fees shall be paid into Port Ahuriri School operating account and coded 'International Students' and drawn down in arrears monthly.
3. These monies will be audited as part of the annual audit. These monies will be available for approved refunds resulting from withdrawal from Port Ahuriri School or in the event of the school not being able to provide tuition.

Evidence

1. Accounting records
2. General School Account

Refund Conditions and Procedures

If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. The following procedures and guidelines would apply:

1. To be eligible for any refund, the parents/guardians must apply in writing to the Board of Trustees setting out the special circumstances of the claim within one month of the last day of attendance.
2. If the application is made before the start of the course (one year of schooling) or if the student fails to obtain the appropriate visa, fees will be refunded in full less the administration charge specified on the fees information sheet. (*ie: \$250.00*)
3. Withdrawals during Term 1 will be refunded less \$250NZD administration fee plus 30% of the annual fee plus GST
4. Withdrawals during Term 2 will be refunded less \$250NZD administration fee plus 50% of the annual fee plus GST
5. There will be no refund if a request to withdraw is made after the student has reached the mid point of his/her year.
6. Other costs to the school already incurred including:
 - Specialist fees
 - Appropriate proportions of salaries for teachers and support staff
 - Costs already incurred for the use of facilities and resources
 - Any other costs already incurred will not be refunded
7. If an international fee-paying student gains residency during the course, no further fees are to be paid and a refund may be made on the unused portion of the prepaid fees. The new resident will then abide by the school enrolment scheme if one is in place. Documentation of residency must be provided within 14 days of it being granted.
8. The Board of Trustees will make no refund:
 - Where a student has been stood-down, suspended or excluded
 - Where a student returns home for any reason other than serious illness or death of a close family member
 - If the enrolment application is found to be inaccurate in any way and the contract is terminated.
9. In any dispute regarding the above, the decision of the Board of Trustees **Port Ahuriri School** is final.

Fees Protection

- The Board of Trustees will ensure that there is a reserve of funds to cover international students prepaid tuition fees in the event that a refund should be necessary.

PASTORAL WELFARE AND SAFETY PROCEDURES FOR INTERNATIONAL STUDENTS

STAGE ONE

Class Based Assessment.

Class teacher has concerns about students learning and or behaviour.

This may be indicated by:

- Lowered performance in class
- Unexplained absences

Teacher

- Makes notes, identifies concerns
- Shares concerns at student welfare meeting – staff and team meeting – colleagues share ideas suggest strategies / resources
- Tries alternative strategies
- Adapting resources
- Changing learning environment
- Buddy support

STAGE TWO

Consultation and Collaboration

Class teacher consults with other members of teaching team.

Information is shared, and options are considered:

- Further class-based strategies implemented
- Collegial / team support to teacher

Principal is alerted to concerns. Parents/Designated Caregivers informed if deemed necessary.

STAGE THREE

Consultation and Collaboration

Whole staff share information and consider options:

- Further classed based strategies
- Support for class teacher
- Case conference with parent / legal guardians.

Ongoing dialogue with parents/legal guardians

STAGE FOUR

School Based Assessment and Intervention

School resources used to support student and or teacher:

- Lunch time sport
- Reading Recovery
- Peer mentoring
- Buddy reading
- Specialised Reading Resources
- Teacher Aide in class support
- Teacher Aide support

STAGE FIVE

Consultation and Collaboration

With parents

- Information shared,
- Options considered

- School based intervention
- Home-school programme
- IEP (individual education programme)
- IBSP (individual behaviour support plan)

STAGE SIX

Principal makes referral to outside agency

- Public Health Nurse (PHN)
- Child, Youth and Family Services (CYFS)
- Privately funded specialist teacher input
- Truancy Services

Input and or ongoing support / guidance from outside agencies

- Local cultural groups
- Ethnic support agencies/community groups
- Extra curricular activities (e.g. music, sports, etc)
- Parish family groups

ONGOING MONITORING REVIEW AND EVALUATION

- Student
- Parents/legal guardians
- Teacher/teacher aide
- Team Leader
- SENCO

Using:

- Self appraisal
- Peer appraisal
- Observations
- Anecdotal notes
- Running records
- Work samples
- Class, year, school surveys
- Standardised assessments
- Portfolios
- Consultation and collaboration.

If the student withdraws, or cease to attend **Port Ahuriri School**, the Principal shall notify the New Zealand Immigration Service immediately.

**Port Ahuriri School
Parent and Student Agreement Guarantee**

**AGREEMENT TO PROVIDE TUITION SERVICES
BETWEEN PORT AHURIRI SCHOOL AND THE APPLICANT**

Name of Applicant: _____

Address of Applicant: _____

1. The Applicant is the parent of: (the 'Student')

2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend Port Ahuriri School (the 'School').
3. The School has agreed to enroll the Student upon and subject to the terms and conditions hereinafter set out.

The School's Obligations:

4. The School will observe and be bound by the Ministry of Education's *Code of Practice for the Pastoral Care of International Students* ("Code"). Copies of the Code are available on request from the school or from the Ministry of Education website at <http://www.minedu.govt.nz/goto/international>
- 4.1. The School shall provide tuition in accordance with that accorded to domestic students
- 4.2. The School will only accept International Students who live with their parents/legal guardians.
5. The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
- 5.1. Any damage or harm caused to the Student or the Student's property while attending the School
- 5.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
- 5.3. Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, shall not be responsible for any damage to such property that may occur outside the school premises.

The Applicant's Obligations:

6. The Applicant shall:
- 6.1. Pay to the School the tuition fees in the manner agreed to by both parties
- 6.2. Agree to provide the school with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the school
- 6.3. The student will accept and abide by the school's rules and all instructions given by members of staff.
- 6.4. The students will attend school on all occasions when it is open unless prevented by illness or other urgent cause.

Authorisations:

7. The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Port Ahuriri Primary School (or such other person as may be appointed by the Board of Trustees of the school) to:
- 7.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.

- 7.2. Provide consents in respect of any activity carried out and authorised by the school.
- 7.3. Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant.
- 7.4. Take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School.
- 7.5. To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorises any such person to release to the School and personal information that person holds concerning the Student/Applicant.

Limitations of Liability

8. In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

Contract Termination

9. Either party may terminate this agreement with 5 (five) days written notice
10. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.
11. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993

Disciplinary Action

12. It is acknowledged that the stand-down, suspension and exclusion of student's provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.
13. Any disciplinary action will take into account all aspects of:
 - Independent inquiry
 - The right to representation
 - Provisions of natural justice

The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the contract of enrolment.

The principal of the school may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:

- (a) the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
- (b) because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
- (c) the student's conduct or behaviour is in breach of the school rules or this contract of enrolment, and one or more of the following applies:
 - (i) the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education (Pastoral Care of International Students) Code of Practice 2016;
 - (ii) the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

A principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.

In making decisions on appropriate disciplinary action the principal and the board will as far as practicable ensure that any such disciplinary action:-

- (a) is proportionate to the seriousness of the behaviour of the student; and
- (b) minimises the disruption to a student's attendance at school and facilitates the return of the student to

school when that is appropriate; and

(c) is dealt with in accordance with the principles of natural justice.

If the student is stood-down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.

If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.

The programme will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

Provisions for stand-down.

Immediately after a student is stood-down, the principal will tell a parent:

- (a) that the student has been stood-down; and
- (b) the reasons for the principal's decision; and
- (c) the period for which the student has been stood-down.

A stand-down may be for 1 or more specified periods, and the principal may lift the stand-down at any time before it is due to expire.

If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however—

- (a) the principal may require the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
- (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable:

A principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—

- (a) will arrange a meeting; and
- (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.

As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—

- (a) ensure that the stand-down is withdrawn; and
- (b) ensure that the student, and anyone told of the stand-down under paragraph 1, is told that the stand-down has been withdrawn.

If the student has been suspended then the principal will, immediately after the student is suspended, tell the board, a parent or legal guardian and the residential caregiver (if any) of the student—

- (a) that the student has been suspended; and
- (b) the reasons for the principal's decision.

If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however -

- (a) the principal may allow the student to attend the school if the principal reasonably considers the student's attendance is appropriate;
- (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable.

If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the board and speak at that meeting, and to have their views considered by the board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.

The board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:

- (a) written notice of the time and place of the suspension meeting; and
- (b) written information about the options available to the board under paragraph 3 to deal with the suspension at the suspension meeting.

The board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in paragraph 6:

- (a) information on the procedures the board follows at suspension meetings; and
- (b) advice that the student and the student's parents, legal guardians or representative may attend the meeting and speak at it about the suspension; and
- (c) information contained in the following material that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) the principal's report to the board on the suspension; and
 - (ii) any other material about the suspension to be presented by the principal or the board at the meeting.

The material referred to must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

The board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the board asks the board to do so if the person making the request needs time to consider new information, being any information—

- (a) that is referred to at the suspension meeting; and
- (b) that is either—
 - (i) information that was not given, under paragraph 5, to the person making the request; or
 - (ii) information that is new to the person making the request for some other reason.

In deciding on the period of the adjournment, the board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the board must—

- (a) have due regard for all of the circumstance relevant to the suspension; and
- (b) consider each option available to it.

The board may—

- (a) require the principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the board makes its decision; or
- (b) ask the principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the board makes its decision.

Before making its decision, the board may try to get all the parties at the meeting to agree on what the decision should be.

The board must record its decision, and the reasons for it, in writing.

If a student has been suspended, the board may—

- (a) lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the board wants to make;
- (b) extend the suspension conditionally for a reasonable period determined by the board when extending the suspension, in which case paragraph 14 applies;
- (c) if the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.

If the board extends a suspension conditionally, the board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.

If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the principal may request the board to reconsider the matter and the board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified below.

If the board has not sooner lifted or extended the suspension or excluded the student under paragraph 13(c) and terminated the contract of enrolment, the suspension ceases to have effect—

- (a) at the close of the 7th school day after the day of the suspension; or
- (b) if the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar

day after the day of the suspension.

The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.

The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

If the board agrees to a request made by the principal under paragraph 15, the board must hold a reconsideration meeting about the student's case.

The meeting must be held—

- (a) within 7 school days of the request; or
- (b) if the request is made within 7 school days of the end of term, within 10 calendar days of the request.

If the principal makes a request under paragraph 15 that the board reconsider the suspension then the board will ensure that the student, and a parent or legal guardian of the student is given written notice of the time and place of the reconsideration meeting as soon as practicable after the board decides to hold the meeting.

The board will ensure that the following material is given, in writing, to the student and the parent within the time described above:

- (a) information on the procedures the board follows at reconsideration meetings; and
- (b) advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
- (c) information that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
 - (i) the principal's report to the board on the reconsideration of the suspension; and
 - (ii) any other material about the reconsideration of the suspension to be presented by the principal or the board at the meeting.

The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

- 14. **Force majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.
- 15. **Governing Law:** This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Entire Agreement

- 16. This agreement shall consist of:
 - 16.1. The application for tuition in New Zealand;
 - 16.2. The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
- 17. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 18. The terms of this agreement may be changed at any time by the School in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
 - 18.1. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

The Privacy Act

19. The Applicant acknowledges that:

- 19.1. Personal information of the Applicant and/or Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
 - 19.1.1. Process the application for tuition
 - 19.1.2. Provide tuition to the Student
 - 19.1.3. Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant;
 - 19.1.4. To enable the School to communicate with the Student and/or Applicant for any purpose.
- 19.2. All personal information provided to the School will be held by the School at Port Ahuriri Primary School.
- 19.3. Failure to provide any information in the application for tuition may mean the School is unable to process the application.
- 19.4. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

Execution

I have read and understood this document and the attached refund and fees protection policy.

Signature of Applicant: _____ (Student)

Signature: _____
(Parent/Legal Guardian of student under 18 years)

Signature for Port Ahuriri School: _____

Designation: _____

Date: _____

IMMIGRATION: Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

Medical and Travel Insurance Policy – International Students.

It is a requirement of enrolment that the families of all international students being enrolled at Port Ahuriri School have current, comprehensive medical and travel insurance prior to and post the duration of their planned study period.

From 1 April 2004, all students over the age of 11 year from countries with a high incidence of Tuberculosis (TB), have to have an X Ray to show they do not have TB, if they intend to spend six months or more in New Zealand. This also applies to students who have spent a combined total of three months or more in a high incidence country.

High incidence countries are those other than: Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Iceland, Ireland, Israel, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Puerto Rico, San Marino, Sweden, Switzerland, United Kingdom, United States of America, and Vatican City.

Policy Types.

- Only policies of a comprehensive nature will be accepted.
- It is preferred that policies be arranged through a provider who has an office base in New Zealand.
- Policies can be both New Zealand based and/or overseas based. Overseas based policies need an English translation, authorized by an accredited translator.

Checking Mechanisms

- The Principal is responsible for the checking and verifying of medical and travel insurance policies.
- These need to be produced on application and sent with the Application for Enrolment.
- Policies must be current for the length of study and this clearly noted on the policy documentation.
- Full and comprehensive photocopies of medical and travel insurance will be kept in the students individual file as a part of the enrolment documentation.