



## OXFORD AREA SCHOOL

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[www.oxford.school.nz](http://www.oxford.school.nz)

# INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT - SECONDARY SCHOOL

## PART ONE:

*Note: It is important that you include all relevant information about the student in your application. This information is used to ensure that the student is supported properly upon arrival and to match them with suitable homestays, teachers and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.*

<b>Student Details</b> (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:
Applying for year level: <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13	

<b>Parent One or Legal Guardian:</b> (Name must be as it appears on your passport)	
<b>NOTE:</b> It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section <b>MUST</b> be the contact information for the parents or legal guardian.	
Title: Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Dr <input type="checkbox"/>	
Family name:	Date of Birth:
First name:	
Street Address	

Postal Address			
Home Phone:	Mobile:	Email:	
First language:	Country of citizenship:		
Passport number:	Expiry date:		

**Parent Two or Legal Guardian:** (Name must be as it appears on your passport)

**NOTE: It is requirement of New Zealand regulations that schools must maintain effective communication with parents and legal guardians. To comply with the requirements, contact information provided in this section MUST be the contact information for the parents or legal guardian.**

Title:	Mrs <input type="checkbox"/>	Miss <input type="checkbox"/>	Ms <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>
Family name:				Date of birth:	
First name:					
Street address:					
Postal address:					
Home phone:	Mobile:	Email:			
First language:	Country of citizenship:				
Passport number:	Expiry date:				

**Emergency Contact** (In home country, other than parents):

Contact's name:	
Relationship to the student:	
Mobile phone:	
Home phone:	
Email address:	

**Agent Information (If using an agent)**

Agency name:			
Agent name:			
Agent email address:	Phone:		

**Medical Information**

Name of doctor (in home country):																										
Phone number of doctor:																										
Does the student have any history of previous illness that may affect their enrolment, including mental illness?																										
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).																										
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:																										
<table border="0"> <tr> <td><input type="checkbox"/> Asthma</td> <td><input type="checkbox"/> Back/Neck problems</td> <td><input type="checkbox"/> Glandular Fever</td> <td><input type="checkbox"/> Allergy to bee/wasp stings</td> <td><input type="checkbox"/> Migraines</td> </tr> <tr> <td><input type="checkbox"/> HIV or Aids</td> <td><input type="checkbox"/> Diabetes</td> <td><input type="checkbox"/> Hepatitis A, B or C</td> <td><input type="checkbox"/> Epilepsy</td> <td><input type="checkbox"/> Heart Condition</td> </tr> <tr> <td><input type="checkbox"/> Tuberculosis</td> <td><input type="checkbox"/> ADD or ADHD</td> <td><input type="checkbox"/> Allergies</td> <td><input type="checkbox"/> Food Allergies</td> <td><input type="checkbox"/> Eating Disorder</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Depression/Anxiety</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Other: (Please describe)</td> </tr> </table>		<input type="checkbox"/> Asthma	<input type="checkbox"/> Back/Neck problems	<input type="checkbox"/> Glandular Fever	<input type="checkbox"/> Allergy to bee/wasp stings	<input type="checkbox"/> Migraines	<input type="checkbox"/> HIV or Aids	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Hepatitis A, B or C	<input type="checkbox"/> Epilepsy	<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Tuberculosis	<input type="checkbox"/> ADD or ADHD	<input type="checkbox"/> Allergies	<input type="checkbox"/> Food Allergies	<input type="checkbox"/> Eating Disorder	<input type="checkbox"/> Depression/Anxiety					<input type="checkbox"/> Other: (Please describe)				
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<input type="checkbox"/> Depression/Anxiety																										
<input type="checkbox"/> Other: (Please describe)																										
Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?																										
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).																										

Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).  <i>Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to NZ. You will be required to notify the school regarding any medications that you bring with you.</i>
Is there anything further that the school needs to be aware of in enrolling and supporting the student as an international student?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
Do you consent to the school providing over-the-counter medication *such as acetaminophen, paracetamol or ibuprofen?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'No' please specify what medications you do not want the Student to receive:

<b>Learning Information</b>
How many years of schooling not including pre-school education has the student had?
Please provide a copy of the latest two school reports for the student with this application
Does the student have any learning or behavioural difficulties <u>which may require extra school support or services</u> ?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).

<b>General Details</b>			
Has the student previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, when?			
Has the student ever had a family member or relative enrolled at the school?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name:	Year attended:		
Has the student previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please state the name of the school:		Dates:	
How many years has the student studied English?	[    ] Months		[    ] Years
Do the student's parents speak or read English?	Speak <input type="checkbox"/> Yes <input type="checkbox"/> No	Read <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has the student been convicted or been the subject of any matter before any Court?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).			

<b>Accommodation Requirements</b>
Accommodation choice: <input type="checkbox"/> School hostel <input type="checkbox"/> Homestay <input type="checkbox"/> Designated caregiver (relative or family friend) <input type="checkbox"/> Live with parent

Interests: <input type="checkbox"/> Music <input type="checkbox"/> Movies/TV <input type="checkbox"/> Reading <input type="checkbox"/> Outdoor Activities <input type="checkbox"/> Sports <input type="checkbox"/> Travel
Other interests:
Does the student have any food allergies or special dietary requirements?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias)
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please provide details (attach additional pages if required).
Please write a brief letter introducing yourself to your host family and attached it to this application

Designated Caregiver Details (If staying with a relative or close family friend)	
Name of caregiver:	
Address (in NZ):	
Home phone:	Mobile:
Email:	
Relationship to student:	

Insurance Details
Do you wish to purchase insurance through the school? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased

**Please note:** Subject preferences in this application are an indication only and actual subjects will depend upon availability and prior learning. The school reserves the right to determine subject placement and year level throughout enrolment in consultation with students and families.

Subject Preferences			
Subject	Year Level	Subject	Year Level
1.		4.	
2.		5.	
3.		6.	

## PART TWO:

THE TERMS AND CONDITIONS APPENDED TO THIS APPLICATION, FORM AND GOVERN THE STUDENT'S TUITION AT THE SCHOOL. BY SIGNING BELOW, THE STUDENT, THE SCHOOL AND THE PARENTS OR LEGAL GUARDIAN AGREE TO THOSE TERMS AND CONDITIONS. PLEASE ENSURE THE TERMS AND CONDITIONS ARE READ CAREFULLY.

### Terms and Conditions:

#### 1. Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

**Accommodation** means the residential accommodation provided to the Student.

**Accommodation Agreement** means the agreement between the Student, the School, the Parents, which governs the Student's accommodation arrangements.

**Act** means the Education Act 1989.

**Agreement** means this Agreement including any schedules.

**Application Form** means the standard enrolment form which forms the cover page of this Agreement.

**Code** means the Education (Pastoral Care of International Students) Code of Practice 2016.

**Designated Caregiver** has the meaning as set out in the Code.

**Disciplinary Action** includes termination of this Agreement and suspension, expulsion and exclusion of the Student as those terms are defined in the Act.

**Fee** means fees payable by the Parents to the School as per the Fee Schedule.

**Fee Schedule** means the schedule of fees for Tuition, Accommodation and miscellaneous charges, which is available from the School on request and may be updated from time to time.

**Homestay** has the meaning as set out in the Code.

**Legal Guardian** means the person or persons who is legally the guardian of the Student in their home country and has the legal right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

**Offer of Place** means a Confirmed Offer of Place and does not include any provisional offer.

**Parent** means the student's biological or legally adoptive parent. Except where the context requires otherwise, references to Parents in this agreement includes Legal Guardians and also includes a single Parent who has the sole right of guardianship in relation to the child.

**Residential Caregiver** has the meaning as set out in the Code.

**School** means the school referred in the annexed Application Form.

**Student** means the student referred to in the annexed Application Form.

**Termination** means termination of the Agreement and includes termination by the School expelling or excluding the Student.

**Tuition** means the education of the Student at the School.

**Period of Enrolment** means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 24 or 26 of the Agreement.

#### Preliminary Provisions

2. The Agreement is declared to be an Enrolment Contract in terms of section 2 of the Act.
3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

#### Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student commences on the first day of the Period of Enrolment and ends on the last day of the Period of Enrolment, or in the event that the Student's Tuition is terminated, on the date of termination. The parties agree that any period of time in which the Student is in New Zealand before or after the Period of Enrolment will be at the risk of the Student and Parents/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written consent from the Parent or Legal Guardian that the School is not responsible for

the Student's day-to-day care where the student is in the custody of a Residential Caregiver who is a supervisor for the Student while the Student is in temporary accommodation and that supervisor is not a resident of New Zealand and is travelling with or accompanying the Student for the purpose of supervising them during the Period of Enrolment.

8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement during enrolment made in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

#### Accommodation

10. The Parents and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior written agreement of the School.
11. The Parents and the Student agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.
12. The Parents irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

#### Immigration and Insurance

13. The Parents and Student agree to comply with the immigration requirements as set out in the Immigration Act 2009, and any immigration conditions applicable to the Student's stay in New Zealand. The Parents and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
14. The Student must maintain an up-to-date visa as stipulated by Immigration New Zealand.
15. The Parents agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. Where insurance is not arranged by the School, the Parents will provide the School with evidence of the relevant insurance policy. If appropriate evidence is not provided, the School may organise insurance it considers appropriate and pass on this cost to the Student or Parents.

#### Fees

16. The Fee must be paid to the School in advance of each Period of Enrolment or as otherwise directed by the School. The Parents and the Student agree to comply with school policies regarding the payment of the Fee.
- 2.

17. If Tuition is terminated by the School during a Period of Enrolment, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Enrolment will be assessed in accordance with refund policy contained in Schedule Three, as updated by the school from time to time..

#### Information, Warranties and Acknowledgements

18. The Parents agree to provide the School with educational, medical financial or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents provide misleading information or fail to disclose information about the Student to the School, such that the School has to change or modify the level of Tuition or Accommodation required by the Student, the School may charge the Parents such fees as required to adequately compensate for such additional requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents and Legal Guardians are obliged to notify the School in respect of any changing conditions in relation to the Student.

19. The Student and the Parents confirm that:

- (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require additional support, except as disclosed in writing on the Application Form;
- (c) The Student has never been charged with or convicted of any crime, or the subject of other proceedings before any court, except as disclosed in writing on the Application Form;
- (d) All information in the Application Form is true and correct to the best of their knowledge and belief.

20. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the Student and/or Parents fail to provide any information requested in relation the Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to

enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.

- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.

1. (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

## Consent

21. The Parents and the Student, who have signed this Agreement irrevocably appoint and authorise the principal of the School (or such other person as may be appointed by the School to carry out the principal's duties) to:

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) 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 Parents.

3. 22. The School shall seek specific written consent of the Parents before the Student, being a student of any age, participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight. **OR** other activities the school deems to be a higher level of risk.

23. Except in the circumstances described in clause 22, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

4. 24. Unless otherwise agreed in writing by the parties, this Agreement is deemed to be written consent for leisure travel or stays organised and supervised by the Student's Homestay or Residential Caregiver (where applicable) where the travel is within New Zealand for a period of not more than seven days and does not result in the Student missing any scheduled school days.

## 5. Conduct, Discipline and Termination

25. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.

6. 26. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.

27. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:

- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- (b) Any breach of the Code of Student Conduct by the Student;
- (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
- (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
- (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 19 of this Agreement;
- (g) Failure to make payments pursuant to the Fee Schedule; and
- (h) Any other breach of this Agreement

28. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 26 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

## General Matters

Initialled by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

29. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
30. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:
  - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
  - (b) Agree 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 on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
1. 31. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those notices sent by post will be deemed to have been received ten (10) days after posting.
32. Notices may also be given by sending an email to the email addresses specified on the first page of this agreement and will be deemed to have been received 12 hours after it has been sent.
- 7.
33. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
34. The School shall at all times comply with the Health and Safety at Work Act 2015.
8. 35. Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
36. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.
37. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
38. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.



## PARENTS/LEGAL GUARDIANS AND STUDENTS' DECLARATION AND AUTHORISATION

We declare that the information contained in this application is true and complete. We understand that any false or incomplete information submitted in support of this application may invalidate this application and may result in the withdrawal of an Offer of Place. We agree that we have received sufficient information to make an informed decision about enrolment at the School.

**Key Terms:** This Contract of Enrolment includes provisions:

- (i) that allow the School to discipline the Student, including by expulsion
- (ii) that control and limit the Student's rights of refund when Enrolment ends early
- (iii) that require the Parents to make full disclosure of all relevant information and
- (iv) that provide consent for the School to permit certain activities without further consent from the Parents.

*This is an important legal document, please read all clauses carefully.*

**By signing this agreement you confirm that all of the information in the application form is true and complete.**

### SIGNING

#### Parents/Legal Guardians

By signing below, the Parents (as applicable) confirm that they have read the Agreement and agree to be bound by it in all respects: (please also initial each page of the Agreement, including the schedules)

Name(s): \_\_\_\_\_

\_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

#### School

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Student

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, School Policies and (to the extent applicable) the Agreement: (please also initial each page of the Agreement, including the schedules)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Disciplinary Policy

## Behaviour expectations and Disciplinary Actions for International Students

International students are expected to abide by the laws of New Zealand and to follow the school rules.

We inform students about the behaviour expectations at our school as part of our orientation processes. Staff are also made aware of any special requirements for international students. All school staff know who the international student support person is, and will contact them in the case of a serious issue with an international student's behaviour.

The Code requires schools to respond fairly and effectively to instances of inappropriate behaviour involving international students. Staff and students are made familiar with behaviour management policies and these are implemented effectively.

As international students are not covered by the sections of the Education Act 1989 which relate to disciplinary action, the school's enrolment contract outlines the school's conditions of enrolment, and what the school's processes are for discipline and contract termination. The Code requires that enrolment contracts be fair and reasonable and that any disciplinary action taken by a school must follow the principles of natural justice.

Natural justice means acting fairly in the circumstances – it means treating people with respect; taking into account their knowledge, abilities and culture; ensuring that everyone knows what is happening and what is at stake; and following the rules and considering the purpose and principles behind them (**NZSTA**). NZSTA has a governance support resource about the Principles of Natural Justice.

Our school follows the same behaviour management and disciplinary procedures for international students as for domestic students. Any additional or different conditions for international students (such as around accommodation, attendance, or visa requirements) are outlined in the enrolment contract.

## Behaviour Development Plan for Oxford Area School

*At Oxford Area School we are...*

- **RESPECTFUL**
- **CARING**
- **RESPONSIBLE**
- **POSITIVE**



Respectful / **Whakaute** Responsible / **Haepapa** Positive / **Manahau** Caring / **Manaaki**

The matrix below defines our four values as observable actions in settings students may find themselves in during their time at school. All settings actions apply to any of the settings.

	All Settings	Classrooms	Transitions	Grounds	Assembly	School buses	Library	Trips EOTC
<b>Being Respectful</b>  <b>Kia Whakaute</b>	Speak politely  Appropriate language  Take turns to speak  Hands and feet to yourself  Accept the teacher is in charge  Look after our environment  Use appropriate tone and level of voice	Follow the teacher's instructions  Take care for classroom equipment  Everyone has the right to learn	Move quietly between classes/subjects without disturbing other classes  Wait quietly for the class to leave before entering	Care for the school grounds by putting rubbish in the bin  Pick up any rubbish  Follow duty teacher's instructions  Stay in your designated area  Respect others need for space for certain activities	Learn not to disturb others  Applaud speakers and students in the appropriate manner  Sit still  Devices off  Focus on the speaker	Enter and leave the bus in an orderly manner  Follow the rules of the bus  Follow instructions of the bus driver and the bus monitor  Wait for the bus in the school grounds  Behave appropriately to passing motorists	Use a quiet voice  Take care of books, equipment and resources  Return any books to the correct place on the shelves	Show appreciation to the teacher and/or a parent taking a trip
<b>Being Responsible</b>  <b>Kia Haepapa</b>	The right equipment and look after it  Follow instructions  Be honest  Be in the right place at the right time  Do the right thing/choice  Wear your uniform correctly	Be in charge of your own learning  Behave in a safe and sensible manner  Wear the appropriate safety equipment when required  Take care of your own and other's property  Be honest to yourself and others	Proceed to the next class using the most direct route  Put the phone away before entering class  Arrive at class prepared so you don't need to go to your locker	Behave in a safe and sensible manner  Take care of school equipment and return it to the right place	Enter and exit the hall in an orderly manner  Be seated in the correct area  Accept that assemblies are formal occasions and behave accordingly	Be seated while the bus is moving  Juniors wear high vis vests when entering and leaving the bus	Walk in the library  Return books before they are overdue  Take care of books you have borrowed	Make sure payment and permission slips are handed in on time  Show trip information to parents or caregivers  Look after any equipment on a trip  Follow instructions

<b>Being Caring</b>  <b>Kia Manaaki</b>	Be kind Help people when they need it Accept differences Look after yourself and others Encourage and support others Cooperate with others	Assist others moving to class if they need help carrying things Open the door for others or stand aside to let others through Take care of yours and other belongings Assist others if they are hurt or upset Share equipment and take turns	Show appreciation to those receiving awards Offer congratulations to individuals after assembly Help others when entering or leaving the bus by carrying their bags Assist new students	Consider the needs of others Take care for your own and other people's safety Care for the environment of where you are visiting
<b>Being Positive</b>  <b>Kia Manahau</b>	Shine Work and participate in giving your best effort Celebrate success Treat others how you would want to be treated yourself	Never give up Take pride in your own achievements, looking at presenter and smile Show commitment and participate positively on trip Take pride and believe in yourself and others	Look for the good in others If playing a sport participate in a positive and sporting manner Take pride in students' achievements	Smile and greet others in passing Be aware you are representing your school and dress and behave accordingly Take pride in your work

## Guidelines for Encouraging Appropriate Behaviours

Our staff use a number of strategies to encourage appropriate behaviours that meet our shared expectations. This can include:

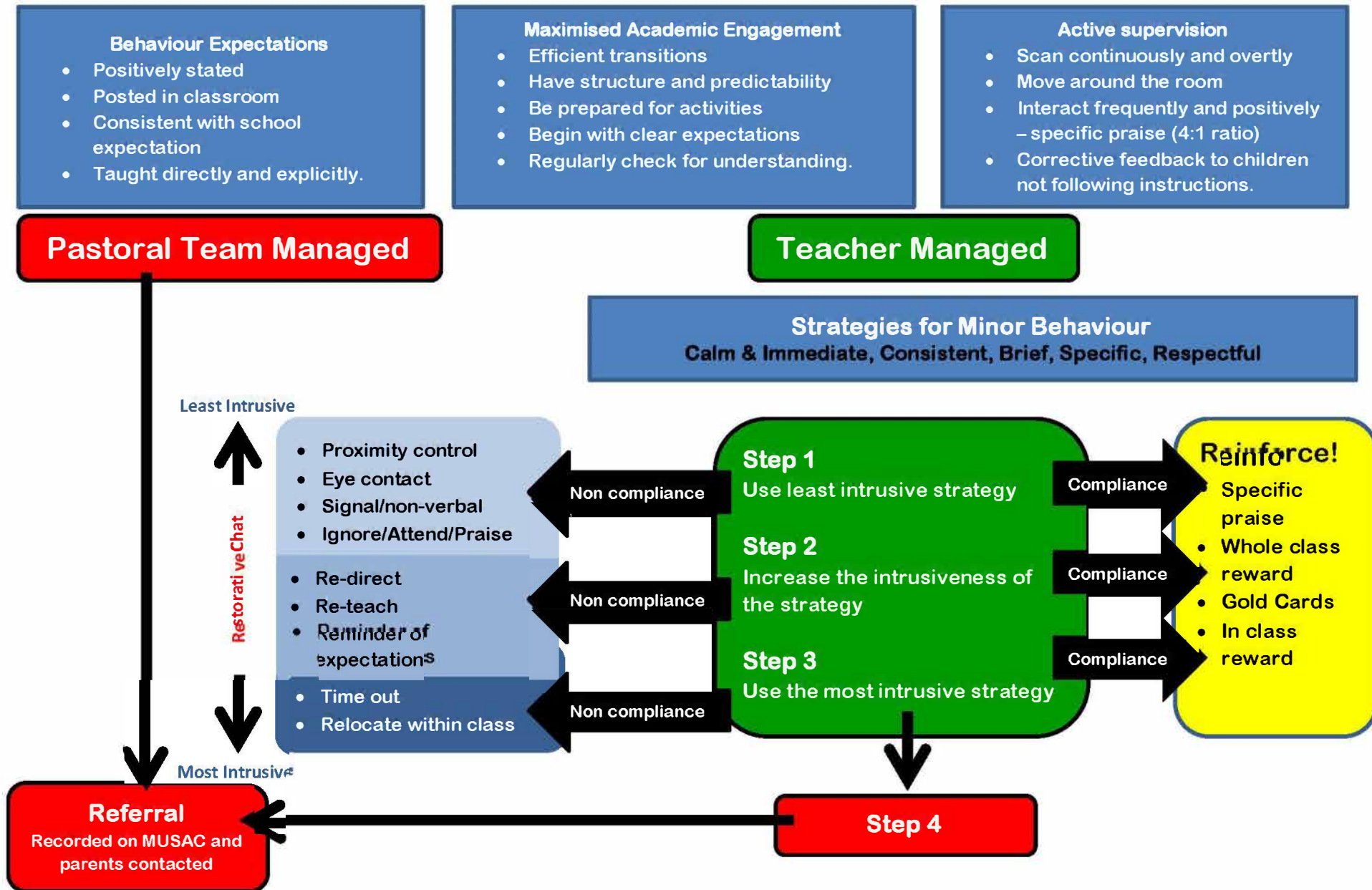
Strategy	Description	Strategy	Description
1. Increase the ratio of positive praise to behaviour correction in “teacher to student” interactions	At least 4 to 1 ratio Positive interaction every 5 minutes Follow correction for rule violation with positive reinforcer for rule following	3. Actively Supervise at all times	Move continuously Scan continuously Interact frequently; positively Positively reinforce rule-following behaviours
2. Positively interact with most students during the lesson	Physical, verbal, visual contact Group v. individual Instructional & social	4. Give each student multiple ways to actively respond	Individual v. choral responses Written v. gestures Peer-based

## Guidelines for Discouraging Inappropriate Behaviours

Our staff respond by teaching students what to do instead of what not to do. Teach the correct replacement behaviour.  
How to respond to minor problem behaviours:

1. Calm immediate response,
2. Consistent response by all staff
3. Specific, yet brief - be short and concise, then disengage quickly
4. Quiet, respectful, private contact with the student
5. Acknowledge appropriate behaviours
6. Record problem type, location and response on SMS.

# Respect Responsible Positive Caring



## Three Step Incident Response Plan

Phase		Action/Responsibility	
		Staff Member Affected / Witness	Pastoral Team (Syndicate Leaders, Deans, Senior Leadership)
1	Incident	<div>1. Description of event</div> <div>2. Who involved</div> <div>3. Witnesses</div> <div>4. Notify Syndicate Leader (Y1-6)</div> <div>5. Notify Dean (Y7-13)</div> <div>6. Record on SMS</div> <div>7. Call home:<div><div>a. Person harmed</div><div>b. Person responsible</div></div></div>	<div>1. Based on our expectations, determine if Senior Leadership Team need to be notified</div> <div>2. Ensure referring teacher has completed steps</div> <div>3. Ensure immediate safety and communicate to relevant people</div>
2	Investigate	<div>1. Where, what, when, why and how from:<div><div>a. Person harmed</div><div>b. Person responsible</div><div>c. Referring teacher</div><div>d. Witnesses</div></div></div> <div>2. Determine what likely happened (balance of probability)</div> <div>3. Call home:<div><div>a. Person harmed</div><div>b. Person responsible</div></div></div> <div>4. Add to SMS entry - could include a link to investigation notes</div>	
3	Outcomes	Restorative (ownership/responsibility)	Consequence (no ownership/no responsibility)
		<div>1. Determine and prepare participants</div> <div>2. Hold Restorative Conference to repair any damaged relationship</div> <div>3. An agreement is formed with input from conference participants</div> <div>4. Follow up on agreement with participants</div>	<div>1. Natural consequence</div> <div>2. Follow up</div>
		<div>1. Call home:<div><div>a. Person harmed</div><div>b. Person responsible</div></div></div> <div>2. Update SMS entry with consequence complete</div> <div>3. Notify:<div><div>a. Staff affected</div><div>b. Homeroom/Learning Mentor</div></div></div>	

For further information on school policy and procedures please visit [oxfordarea.schools.co.nz](https://oxfordarea.schools.co.nz) Username: oxfordarea Password: caring

I have a read and understood the content of the above:

Parent Signature: \_\_\_\_\_ Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Blanket Consent for EOTC (Education Outside The Classroom)

## Option 1:

I give my general approval for the student enrolled to participate in off-site programmes of learning, within his or her normal classroom time allocation and approved by the principal.

OR

## Option 2:

Education Outside The Classroom (EOTC) is the name given to all events/activities that occur outside the classroom, both on and off the school site. This includes sport.

Our school believes in using a range of environments and experiences to enhance our students' learning.

- We have ready access to the beach, rivers, mountains, and the bush in our area and beyond. We are also close to various built environments in our community. These areas are rich learning environments for our students both in and out of school. They need to learn how to be safe. Our school also values the concept of providing students with opportunities. Thus some of the learning for students occurs beyond the school site and this document is seeking your consent for your child/ren to participate in such learning

The Ministry of Education's **EOTC guidelines** identify four EOTC activity types, each with recommended types of parental/caregiver consent. In brief they are:

Type of event	Description	Type of consent
<b>A</b>	On site- in the school grounds (i) Lower risk environments (ii) Higher risk environments*	(i) <b>No consent</b> sought or <b>blanket consent</b> (ii) <b>Separate consent</b> for each event or programme
<b>B</b>	Off-site events in the local community occurring in school time. (i) Lower risk environments (ii) Higher risk environments*	(i) <b>Blanket consent</b> at enrolment. (ii) <b>Separate consent</b> for each event or programme
<b>C</b>	Off-site events - finishing after school finishes (i) Lower risk environments (ii) Higher risk environments*	(i) <b>Blanket consent</b> at enrolment. (ii) <b>Separate consent</b> for each event or programme
<b>D</b>	Off-site residential overnight events (i) Lower risk environments (ii) Higher risk environments*	(i) <b>Separate consent</b> (ii) <b>Separate consent</b> for each event or programme

\*Involves risk assessed to be greater than that associated with the average family activity.

**All EOTC activity categories** require staff to undertake an analysis of the risks, and identify the management strategies required to eliminate, isolate and minimise the risks. Emergency procedures are also in place.

## BLANKET CONSENT

I/we agree to the participation of \_\_\_\_\_ In *lower risk* category **A** and **B** and **C**  
EOTC events while a student is at **OXFORD AREA SCHOOL**

I/we have provided the school with up to date medical, supervision and learning information through the enrolment form and will make every endeavour to keep this information current.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Fee Protection and Refund Policy

## Fee protection

Fees paid by international students are secure and protected against the possibility of an interruption to the course. Internal procedures assist the school in monitoring income and expenditure to ensure that money is controlled appropriately.

Our fee protection policy is provided to parents before a contract is signed, and is included in the contract signed upon enrolment.

Fees received in advance should only be recognised as income earned by the school as each term commences. A portion of advance fees is transferred to the school's main bank account in instalments. Remaining fees paid in advance are available to be refunded if necessary.

## Fee refund

Our fee refund policy is provided to parents before a contract is signed, and is included in the contract signed upon enrolment.

If a student withdraws from their course of study before the completion date, they may be eligible for a refund of tuition fees. The school will always investigate requests for a refund and act fairly.

- The school will consider refunding all or part of fees if:
  - there are special circumstances and proof is supplied (e.g. the child has a serious illness or accident, or the family needs to return home because of a family member's death)
  - the child gains permanent residency during the course (documentation of the residency must be provided within 14 days of it being granted)
  - the school is closed for a period of one week or more due to force majeure (defined as an event beyond the reasonable control of the school, such as snow, earthquake, etc.).
- The school is not obliged to refund fees if the child:
  - has been asked to leave the school because of poor attendance or a breach of enrolment conditions
  - wishes to transfer to another educational institution for any reason
  - has special needs that were not explained to the school on the enrolment form.

Our refund policy includes refund conditions for the following situations:

- failure by a student to obtain a study visa
- voluntary withdrawal by a student
- the school ceasing to provide the agreed educational programme
- the school ceasing to be a signatory to the Code of Practice
- the school ceasing to be a provider.

If the school ceases to provide the agreed educational programme or ceases to be a signatory to the Code of Practice, Oxford Area School will deal with the fees paid for services not delivered or the unused portion of fees by:

- refunding the amount in question to the student (or the student's parent or legal guardian)

Initialled by: \_\_\_\_\_(parent) \_\_\_\_\_(student) 11

- transferring the amount to another signatory as agreed with the student (as specified in the Code).

### How to apply for a full or partial refund of fees

To apply for a full or partial refund of fees, a parent (legal guardian) must apply in writing to the principal within one month of the student's last day at school (or within one month of the student gaining permanent residency) explaining the special circumstances.

Also see **Absence, Withdrawal, and Termination**. please visit [oxfordarea.schooldocs.co.nz](https://oxfordarea.schooldocs.co.nz)  
Username:oxfordarea Password:caring

- If a parent applies for a refund **before** the course starts, the school will refund the fees in full, less an administration fee. If they apply for a refund **after** the course starts, the school determines the level of refund, taking into account costs already incurred, and an administration fee. Special circumstances are taken into consideration (e.g. death of a close family member, serious illness, accident).

### Payment of refunds

The school only refunds fees directly to a parent or to an agent with written authority from a parent. The school will never refund fees directly to the student.

Immigration New Zealand is notified if any student ceases to attend Oxford Area School for whatever reason.

## PART THREE:

PLEASE COMPLETE THE INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT ONLY IF THE STUDENT WILL BE LIVING IN A HOMESTAY WHILE ENROLLED AT THE SCHOOL.

### INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT

(When placing a student in a School Approved Homestay)

Terms and Conditions:

- 9.
1. For the purposes of this Agreement the following terms shall have the following meanings:
- Accommodation** means the residential accommodation provided to the Student pursuant to this Agreement.
- Accommodation Requirements** means the rules and requirements of the Accommodation as set out in Schedule One.
- Agreement** means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.
- Application Form** means the standard enrolment application form.
- Code** means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at [www.legislation.govt.nz](http://www.legislation.govt.nz) under Education (Pastoral Care of International Students) Code of Practice 2016.
- Contract of Enrolment** means the agreement between the Student, the School and the Parents which governs the Student's Tuition.
- Homestay** has the meaning as set out in the Code.
- Parents** means the Parents referred to in the Application Form.
- Residential Caregiver** means the person responsible for the Student at the Accommodation.
- Residential Caregiver Agreement** means an agreement between the School and the Residential Caregiver.
- School** means the school referred to in the Contract of Enrolment.
- Student** means the International Student residing at the Accommodation as referred to in the Application Form.
- Tuition** means the education of the Student at the School.
- All other terms have the same meaning as in the Contract of Enrolment.
2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.
3. The Parents and Student agree to adhere to the following terms and conditions of the Accommodation:
- (a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:
- (i) To the Student, the Parents or Residential Caregiver (as the case may be);
- (ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;
- (iii) Pursuant to any statutory or other legal duty.
- (b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.
- (c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
- (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
- (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
- (b) Terminate this Agreement.

Initialled by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

13

5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
  - (a) the Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
  - (b) the School's usual requirements and policies in relation to the Accommodation.
6. The School will ensure that to the best of its ability:
  - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
  - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
  - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
  - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
  - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and

without any obligation on it to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

#### **Expectations**

12. The Student will comply at all times with the Accommodation Requirements and the Parents shall work with the School to ensure such compliance.
13. In the event that the Student is removed from a Residential Caregiver for any reason, the School will take all reasonable steps to source, over a reasonable period of time (as determined by the School in its absolute discretion), appropriate alternative approved Accommodation for the Student.
14. The Student will treat the Accommodation with due care and respect and the Student is liable for costs associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.
11. **Fees**
15. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

#### **Termination**

16. The School reserves the right to terminate this Agreement if the Student is in breach of the Accommodation Requirements.
17. If the Student is suspended, expelled or excluded from the School, the parties agree that this shall constitute a breach of the Accommodation Requirements and this Agreement may be terminated as a consequence.
18. Where this Agreement is terminated, fees may be refunded in accordance with School Policies.

#### **General**

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
  - (a) submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
  - (b) agree 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 on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.

Initialled by: \_\_\_\_\_ (parent) \_\_\_\_\_ (student)

21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

#### **Disputes**

23. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

#### **Signing**

24. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

## **Accommodation Requirements** (Schedule one)

**While living in a School approved Homestay, the Student agrees:**

1. To comply with all laws of New Zealand.
2. Not to engage in any social or leisure activities that may place them, other persons, in undue danger or risk of harm. This includes the Student putting himself / herself in a position which may give rise to suspicions or allegations of such activities.
3. To obtain written permission from Parents and the School prior to obtaining any tattoo, piercing or other bodily embellishments.
4. To comply with all Homestay rules, expectations and curfews set by the School and Homestay parents, including without limitation, any policies of the School which apply.
5. To not use or do anything which may cause damage to the Accommodation, including without limitation, applying hair dyes, or smoking cigarettes or engaging in any other activity that may cause damage to the Accommodation.
6. To keep the Homestay parents informed of their whereabouts at all times.
7. To stay at the Homestay address daily and not to travel overnight outside of the town or city (as defined by the School) where the student is living without prior written permission of the School. This clause shall not prevent the Student travelling between the Homestay and the School.
8. To respect the privacy, values and property of the Homestay.

# SIGNING

**Parents**

By signing below, the Parents confirm that they have read the Agreement and agree to be bound by it in all respects (initial each page):

Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**School**

By signing below, the authorised signatory of the School confirms that they are authorised to sign on behalf of the School, and confirms that the School will be bound by the Agreement in all respects:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Student**

By signing below, the Student confirms he/she has read and understood the Agreement and agrees to abide by the Code, the School Policies and (to the extent applicable) the Agreement:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**For Further information on school  
policy and procedure please visit:  
[oxfordarea.schooldocs.co.nz](http://oxfordarea.schooldocs.co.nz)**

**Username:oxfordarea  
Password:caring**



## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.