



OXFORD AREA SCHOOL
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INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT - SECONDARY SCHOOL

PART ONE: APPLICATION FORM:

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.

Student Details (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 <input type="checkbox"/> Diverse
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	

Parent One 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"/>	Occupation:
Family name:	Date of birth:
First name(s):	Relationship to student:
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"/>	Occupation:	
Family name:	Date of birth:	
First name:	Relationship to student:	
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 physical or mental health illness or problems that may affect their enrolment? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide details including doctor or hospital reports (attach more pages if required).
Has the student been fully vaccinated for Covid-19? <input type="checkbox"/> Yes <input type="checkbox"/> No
If 'Yes', please provide: Name of the vaccine: _____ Number of doses: _____ Please attached evidence of vaccination to this application.
Has the student been vaccinated for diseases other than Covid-19? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide a copy of the vaccination certificate/s.
Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:
<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"/> Autism Spectrum Disorder <input type="checkbox"/> Asperger's Syndrome <input type="checkbox"/> Covid-19 <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 more pages if required).
Is the student currently on any medication?
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide details (attach more 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>
Does the student smoke? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there anything further regarding the health of the student 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 more pages if required).
Do you agree 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:

Learning Information	
Current school:	Grade/year level:
If the student does not currently attend school, please give reasons and date of last attendance:	
Please describe your learning goals for studying in a New Zealand school (attach more pages if required).	
How many years of schooling not including pre-school education has the student had?	
During this time, has the student not attended school for 1 month or longer? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please give details (dates and reason):	
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 which may require extra school support or services?	
<input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes', please provide details including any psychologist assessments and reports that are available (attach more pages if required).	

General Details	
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:
For 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 more pages if required).	

Please attach a hand-written letter from the student introducing themselves and explaining their reasons for wanting to study at this school.

Accommodation Requirements

Accommodation choice: Homestay Live with parent

Interests: Music Movies/TV Reading Outdoor Activities Sports Travel

Other interests:

Does the student have any food allergies or special dietary requirements?

Yes No
If 'Yes', please provide details (attach extra pages if required).

Does the student have any other special requirements for accommodation? (Pets, cultural or religious requirements, phobias)

Yes No
If 'Yes', please provide details (attach more pages if required).

Does the student require all members of the homestay, over the age of 12 years to be vaccinated? (Unless excluded by medical exemption).

Yes No

Please write a brief letter introducing yourself to your host family and attach it to this application.

Insurance Details

Do you wish to purchase insurance through the school? Yes No

If you are providing your own insurance, please provide an English copy of the policy details to the school once purchased.

If you wish to purchase your insurance through the school, please ensure the medical information section on this form is completed fully and accurately to ensure appropriate coverage for the student for any pre-existing conditions they may have.

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

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

Checklist of documents and Information you must include with your application

Photograph of the student	Passport size photograph
A copy of the student's last two school reports	
A hand-written letter from the student introducing themselves, and explaining their reasons for wanting to study at the school	
A copy of the student's passport including passport number and expiry date	
A copy of the student's insurance policy details, if booking their own, with English translation (this may be submitted after enrolment is confirmed but must be prior to departure from the home country)	
A copy of the student's vaccination certificate	

PART TWO:

THE TERMS AND CONDITIONS ATTACHED 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 YOU READ THE TERMS AND CONDITIONS CAREFULLY.

Terms and Conditions:

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, and the Parents, which governs the Student's accommodation arrangements.

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and any schedules.

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

Code means the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

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 other 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 to 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 or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

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 according to clause 28 or 30 of the Agreement.

Welfare Issue means any situation where the School holds a concern about the Student's safety or wellbeing, or where the School considers it cannot meet its obligations under the Code and/or the Act with respect to the Student's health and safety for any reason.

Preliminary Provisions

2. The Agreement is declared to be a contract of enrolment in terms of section 10 of the Act.
3. The School shall provide Tuition to the Student in line 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 starts 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 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 for 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 end upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is considered to be written agreement from the Parent 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 as part of a transfer-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 their whereabouts including 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 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 inform 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 place of the Parents.

Immigration and Insurance

13. The Parents and Student agree to comply with the visa requirements as set out in the Immigration Act 2009, and any visa 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 visa 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.
16. The Parents agree they have read the policy details for the Student's travel insurance policy and any other relevant information provided by the insurer from time to time and:
 - (a) accepts all exclusions that apply to the insurance policy and
 - (b) agrees that where the school arranges insurance on behalf of the Parents, the Parents have disclosed all medical conditions to the School that may affect insurance cover.
17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and are not otherwise covered by publicly funded medical services in New Zealand. For the avoidance of doubt, the Parents agree that the School is not responsible for any costs incurred on

behalf of the Student that are excluded by the Student's travel insurance policy or not covered by publicly funded medical services in New Zealand.

Fees

18. 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.
19. If Tuition is terminated by the School during a Period of Enrolment, any refund of the Fee applicable to that Period of Enrolment will be assessed according to the refund policy which is annexed to this Agreement as Schedule Three, as updated by the School from time to time.

Information, Warranties and Acknowledgements

20. 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 extra requirements. For avoidance of doubt, the obligation to disclose information continues during the term of this Agreement and the Parents must notify the School of any changing conditions in relation to the Student.
21. 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 on the Application Form;
 - (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in the Application Form;
 - (c) The Student has never been charged with or convicted of any crime, and is not 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.

22. The Parents and Student acknowledge that:

- (a) The School may obtain at any time from any person or organisation 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 to the Student's 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, then 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 considered to be a breach of this Agreement.
- (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 2020 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 2020, 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 people outside the School, at the discretion of the School.
- (j) Where necessary to carry out any process under this Agreement, or to make any decision concerning the Student, the School may disclose personal information to any person, including immigration authorities, airlines, and travel agents.
- (k) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School, including social media posts by school staff, unless otherwise agreed in writing by the parties.
- (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 agreements on the Student's behalf in the event of a medical emergency where it is not reasonably possible to contact the Parents.
24. The School shall seek specific written agreement 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 is considered to be an adventure activity or extreme sport or an activity that is organised by the School and requires the Student to stay away from their regular accommodation overnight.
25. Except in the circumstances described in clause 24, this Agreement is considered to be written agreement of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether agreement is sought from domestic students in relation to the same activity.
26. Unless otherwise agreed in writing by the parties, this Agreement is considered to be written agreement for leisure travel or stays organised and supervised by the Student's Residential Caregiver 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.

Conduct, Welfare, Discipline and Termination

27. 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 compliance with the School Code of Conduct in Schedule One, including any amendments made by the School during the Period of Enrolment.
28. In the event of any breach of this Agreement by the Student or the Parents, the School may take any Disciplinary Action it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notifying Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
29. Without limitations, the following actions shall be considered 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 School Code of 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;

Consent

23. The Parents and the Student, who have signed this Agreement 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:

- (e) Any act by the Student during the Period of Enrolment that threatens the education of any other Student;
- (f) Any breach of clauses 14 or 15 of this Agreement or of the warranties contained in clause 21 of this Agreement;
- (g) Failure to make payments invoiced according to the Fee Schedule; and
- (h) Any other breach of this Agreement

30. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to immediately 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.

31. The School may terminate this Agreement if there is a Welfare Issue and the School forms the view that it cannot reasonably continue to meet its obligations under the Code or the Act with respect to the health and wellbeing of the Student within the School.

32. Where appropriate, the School will follow the process set out in the Investigation Policy which is annexed to this Agreement as Schedule Two when exercising the power in clause 31 of this Agreement, but nothing in this Agreement shall limit the power of the School to take urgent action, including terminating this Agreement or sending the Student home, where it considers that it is necessary to do so.

General Matters

33. 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.

34. This Agreement shall be construed and take effect according to 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:

- (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 1996 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.

35. 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 considered to have been received ten (10) days after posting.

36. Notices may also be given by sending an email to the email addresses specified on the first page of this Agreement and will be considered to have been received twelve (12) hours after it has been sent.

37. This Agreement contains the entire understanding between the parties. The terms of the Agreement may only be changed by

PARENTS' 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 Agreement includes provisions:

- (i) **that allow the School to discipline the Student, including by expulsion, or to remove them from the School on health and welfare grounds;**
- (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 agreement for the School to permit certain activities without further agreement 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

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 they have 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
Being Respectful Kia Whakaute	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
Being Responsible Kia Haepapa	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

<p>Being Caring Kia Manaaki</p>	<p>Be kind Help people when they need it Accept differences Look after yourself and others Encourage and support others Cooperate with others</p>	<p>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</p>	<p>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</p>	<p>Consider the needs of others Take care for your own and other people's safety Care for the environment of where you are visiting</p>
<p>Being Positive Kia Manahau</p>	<p>Shine Work and participate in giving your best effort Celebrate success Treat others how you would want to be treated yourself</p>	<p>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</p>	<p>Look for the good in others If playing a sport participate in a positive and sporting manner Take pride in students' achievements</p>	<p>Smile and greet others in passing Be aware you are representing your school and dress and behave accordingly Take pride in your work</p>

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.**

Three Step Incident Response Plan

Phase		Action/Responsibility							
		Staff Member Affected / Witness	Pastoral Team (Syndicate Leaders, Deans, Senior Leadership)						
1	Incident	<ol style="list-style-type: none"> 1. Description of event 2. Who involved 3. Witnesses 4. Notify Syndicate Leader (Y1-6) 5. Notify Dean (Y7-13) 6. Record on SMS 7. Call home: <ol style="list-style-type: none"> a. Person harmed b. Person responsible 	<ol style="list-style-type: none"> 1. Based on our expectations, determine if Senior Leadership Team need to be notified 2. Ensure referring teacher has completed steps 3. Ensure immediate safety and communicate to relevant people 						
2	Investigate		<ol style="list-style-type: none"> 1. Where, what, when, why and how from: <ol style="list-style-type: none"> a. Person harmed b. Person responsible c. Referring teacher d. Witnesses 2. Determine what likely happened (balance of probability) 3. Call home: <ol style="list-style-type: none"> a. Person harmed b. Person responsible 4. Add to SMS entry - could include a link to investigation notes 						
3	Outcomes		<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Restorative (ownership/responsibility)</th> <th style="width: 50%;">Consequence (no ownership/no responsibility)</th> </tr> </thead> <tbody> <tr> <td> <ol style="list-style-type: none"> 1. Determine and prepare participants 2. Hold Restorative Conference to repair any damaged relationship 3. An agreement is formed with input from conference participants 4. Follow up on agreement with participants </td> <td> <ol style="list-style-type: none"> 1. Natural consequence 2. Follow up </td> </tr> <tr> <td colspan="2"> <ol style="list-style-type: none"> 1. Call home: <ol style="list-style-type: none"> a. Person harmed b. Person responsible 2. Update SMS entry with consequence complete 3. Notify: <ol style="list-style-type: none"> a. Staff affected b. Homeroom/Learning Mentor </td> </tr> </tbody> </table>	Restorative (ownership/responsibility)	Consequence (no ownership/no responsibility)	<ol style="list-style-type: none"> 1. Determine and prepare participants 2. Hold Restorative Conference to repair any damaged relationship 3. An agreement is formed with input from conference participants 4. Follow up on agreement with participants 	<ol style="list-style-type: none"> 1. Natural consequence 2. Follow up 	<ol style="list-style-type: none"> 1. Call home: <ol style="list-style-type: none"> a. Person harmed b. Person responsible 2. Update SMS entry with consequence complete 3. Notify: <ol style="list-style-type: none"> a. Staff affected b. Homeroom/Learning Mentor 	
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For further information on school policy and procedures please visit oxfordarea.schooldocs.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
A	On site- in the school grounds (i) Lower risk environments (ii) Higher risk environments*	(i) No consent sought or blanket consent (ii) Separate consent for each event or programme
B	Off-site events in the local community occurring in school time. (i) Lower risk environments (ii) Higher risk environments*	(i) Blanket consent at enrolment. (ii) Separate consent for each event or programme
C	Off-site events - finishing after school finishes (i) Lower risk environments (ii) Higher risk environments*	(i) Blanket consent at enrolment. (ii) Separate consent for each event or programme
D	Off-site residential overnight events (i) Lower risk environments (ii) Higher risk environments*	(i) Separate consent (ii) Separate consent 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)
- 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.schools.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.

Please initial below to show that you have read and understood the Fee Refund and Protection Policy

Initialed by: _____(parent) _____(student)

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:

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

Accommodation means the residential accommodation provided to the Student under 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 Tertiary and International Learners) Code of Practice 2021 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

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 or, in appropriate circumstances, education provided to the Student by the School through online, remote or distance learning.

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 live at an Accommodation approved by the School in line with the requirements of the Code.
3. The Parents and Student agree 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) According 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 2020 to see 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 2020, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be changed 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 pay for extra requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
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 Homestay Carer Agreement or a Designated Caregiver Agreement; and
 - (b) the School's usual requirements and policies relating 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 agree for the Student to travel and stay overnight within New Zealand in the care of their Residential Caregiver for not more than seven days where the travel 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 agreement from the Parents for travel or overnight stays of more than seven days or that results in the Student missing any scheduled school days.
9. The Student will seek specific written agreement from the School before the Student, being a Student of any age, participates in any activities which are considered to be adventure activities or extreme sports. The School will only give such Agreement where approved by the Parents.
10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include regular check-ins with both the Student and the Residential Caregiver.
11. Unless otherwise agreed in writing, the Student will be entitled to start their Homestay at the Accommodation 5 days before the Period of Enrolment (as that term is defined in the Contract of Enrolment) starts 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 before the expiry of the Period of Enrolment the Student will be required to move out of the Accommodation immediately. The School may, at its sole discretion, and without being required to do so, extend the time for the Student to move out of 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 move out of 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 find, 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.

Fees

15. The Parents must pay all accommodation fees to the School according to 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 according to School Policies.

General

19. This Agreement shall be construed and take effect according to 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:
- (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 1996 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 considered 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 considered to have been received when acknowledged by the party or by return email.
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 about its content and effect.

Disputes

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

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: _____

Signature: _____

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: _____

Signature: _____

Date: _____

**For Further information on
school policy and procedure
please visit:
oxfordarea.schooldocs.co.nz
Username:oxfordarea
Password:caring**

