

Kaiapoi North School

**Prospectus for
International Students**

March 2016

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Information about Your Rights in New Zealand

Code

Kaiapoi North School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the New Zealand Qualifications Authority (NZQA). Copies of the Code are available on request from this institution or from the NZQA website International Students section.

Immigration

All students must meet the requirements of Immigration New Zealand to study in New Zealand.

Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through Immigration New Zealand.

Eligibility for health services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health.

Accident insurance

The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website.

Medical and travel insurance

Before enrolment, international students must have appropriate and current medical and travel insurance (see "Medical and Travel Insurance Policy" on page 26) for the full period of the course, from leaving home to returning home.

Conditions of Enrolment

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

- 1) Students and parents/legal guardians must accept and abide by rules regarding behaviour and conduct that apply to all students. Unacceptable behaviour may result in the termination of tuition.
- 2) Students must observe the laws of New Zealand.
- 3) Students must observe the conditions of their visa. If a student breaks the terms of the visa the school will report the fact to Immigration New Zealand, which may result in the student having to leave New Zealand.
- 4) Because class placements are decided on the evidence of assessment after arrival in New Zealand, all information given before enrolment about placement on courses and in classes is provisional. The school reserves the right to adjust placements and individual programmes at any time if it is in the student's interests to do so.
- 5) The student will attend the school on all occasions when it is open unless prevented by illness or other urgent cause.
- 6) Tuition may be terminated if the student fails to comply with the school rules or breaches the conditions of their visa.
- 7) Tuition fees will be paid in full before enrolment, or before enrolment is renewed (whichever applies).
- 8) All additional costs (as outlined in the school prospectus) will be paid promptly, as required.
- 9) The conditions of the Fee Refund Policy (on page 14) will be accepted.
- 10) All students are required to have travel and medical insurance (see "Medical and Travel Insurance Policy" on page 26) for the duration of their period of enrolment, from home to home. Students' families normally make their own insurance arrangements but schools check that they are adequate and cover the full period from the child leaving home to the child's arrival back home. A copy in English must be provided.
- 11) All international students must live in one of the following types of accommodation:
 - ▶ With their parents or legal guardians (proof of legal guardianship must be supplied).
 - ▶ With a designated caregiver chosen by their parents / legal guardians. All accommodation offered by designated caregivers must be approved by the school, as required by the Code of Practice for the Pastoral Care of International Students. An indemnity must be signed by parents giving the designated caregiver authority.
 - ▶ In an approved school hostel (if the child is 11 or older).
- 12) All disputes will be dealt with in New Zealand law.
- 13) The school's complaints procedure for international students (see "Formal Complaint" on page 18) will be used to deal with grievances.
- 14) Parents must inform the school of their address, telephone number, fax number and e-mail address (whichever applies). The student and/or parents will advise the school of any change in the contact details of the student or parents.

Application Procedure, including Conditions of Acceptance

When you apply for information about enrolling your child at Kaiapoi North School, we:

- ▶ Verify your child's eligibility to attend.
- ▶ Give you this Prospectus.
- ▶ Check and photocopy your child's passport.
- ▶ Arrange an interview for you with the principal.

At the first interview with the principal, we discuss the possibility of enrolment. If we offer you enrolment, we:

- ▶ Receive payment of the fees from you and give you a receipt.
- ▶ Complete the Offer of Place form (see "Offer of Place to International Student" on page 16).
- ▶ Make sure you have a copy of the Agreement to Provide Tuition Services for you to read, sign, and return to the school.
- ▶ Give you a short tour of the school.

For acceptance on the roll of Kaiapoi North School, your child must be living with a parent or legal guardian, OR (if your child is in year 7–8) with a designated caregiver (DCG) or in a homestay. No other accommodation option is acceptable.

You must apply to Immigration New Zealand for a visa naming Kaiapoi North School (this may take 2-3 weeks).

Once you have the visa, you must contact the school and arrange a second interview with the principal. At this interview, we:

- ▶ Take a photocopy of the visa.
- ▶ Complete the Enrolment Form.
- ▶ Complete the Indemnity Document for Designated Caregiver, if applicable.
- ▶ Receive a signed copy of the Agreement to Provide Tuition Services.
- ▶ Arrange a starting date and (provisional) placement for the student.
- ▶ Tell you the uniform and/or stationery requirements.

Kaiapoi North School Application to Enrol as an International Student

Student Details

Family name of student: _____

First name of student: _____

Preferred name: _____

Date of birth: _____ Ethnicity: _____

Passport number: _____ Visa status: _____

Date of first entry into New Zealand: _____

Name(s) of previous school(s) in New Zealand: _____

Dates of attendance at those schools: _____

Length of time international student wishes to enrol for: _____ From: _____ To: _____

Vaccinations (please list): _____ Date received: _____

Your child must have medical and travel insurance (see "Medical and Travel Insurance Policy" on page 26) to cover the period of study, from leaving home to returning home. Please bring these medical and travel insurance policies to the interview so the school can put a copy on file. These must be in English.

Parent/Caregiver Details

Contact details of parent/next of kin in home country:

Address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

(Year 7–8 students only) Will the student be living with a parent or legal guardian? Yes No

Note: This question does not apply to students in year 1–6 because they **must** be living with a parent or legal guardian.

If yes, please provide details of the parent/guardian with whom the student will be living:

Name of parent: _____

NZ address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

If no, who will the student be living with? designated caregiver homestay family

Name of caregiver/homestay: _____

Address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

Declarations

Kaiapoi North School expects to be able to meet the learning needs of children enrolled at the school. Does the student have any special learning or behavioural needs? Yes No

If yes, please supply details: _____

I have been informed about and received a summary of the Code of Practice for International Students. Yes No

I have been informed about all costs involved with enrolment and the school's policy regarding fee protection and refunds. Yes No

I have received a copy of the school Prospectus and policies relevant to international students and have read and understood them. Yes No

I have read, understood, and accept the policies, rules, and procedures regarding international students at Kaiapoi North School, and agree to abide by them.

I agree that all disputes will be dealt with in accordance with New Zealand law.

I confirm all the information contained in this application is true and correct to the best of my knowledge and belief.

I acknowledge that if I have provided false information or withheld relevant information, the school may terminate the enrolment.

I will inform the school if there are any changes to the details of this application.

Signed by Parent: _____

Name of Parent: _____

Date: _____

Agreement to Provide Tuition Services

Agreement to provide tuition services between Kaiapoi North School and the Applicant:

Name of Applicant: _____

Name of Student: _____

Address of Applicant: _____

The Applicant is the parent of _____ (the 'Student'). The Applicant has applied for tuition of the Student in New Zealand and wishes the Student to attend Kaiapoi North School (the 'School'). The School has agreed to enrol the Student subject to the terms and conditions in this agreement.

Kaiapoi North School's Obligations

- ▶ Kaiapoi North School has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the New Zealand Qualifications Authority (NZQA). Copies of the Code are available on request from this institution or from the NZQA website International Students section.
- ▶ The School shall provide tuition in accordance with that accorded to domestic students. Kaiapoi North School follows the New Zealand curriculum.
- ▶ The School will assess the Student's levels in English and other subjects to determine acceptance and course placement.
- ▶ The School will only accept international students who live with their parents or are in accommodation approved by the School.

The School shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:

- ▶ Any damage or harm caused to the Student or the Student's property while attending the School.
- ▶ Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation.
- ▶ Any damage or harm caused to the Student or the Student's property outside normal school hours. In the case of the Student's property, the School shall not be responsible for any damage to such property that may occur outside the operating school premises.

The Applicant's Obligations

The Applicant shall:

- ▶ Pay to the School the tuition fees in the manner agreed to by both parties.
- ▶ Agree to provide the School with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School.
- ▶ Ensure that the Student will accept and abide by the School's rules and all instructions given by members of staff.
- ▶ Ensure that the Student will accept and abide by the School's decisions regarding accommodation suitability and rules regarding accommodation.

- ▶ Ensure that the Student will attend the required classes on all occasions when the School is open unless prevented by illness or other urgent cause.
- ▶ Accept the right of the School to terminate this agreement and inform Immigration New Zealand if the Student fails to comply with the Ministry of Education's attendance requirements.

Authorisations

The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Kaiapoi North School (or such other person as may be appointed by the School Board of Trustees) to:

- ▶ Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
- ▶ Provide consents in respect of any activity carried out and authorised by the School.
- ▶ Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant.
- ▶ If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
- ▶ To take whatever steps are necessary to ensure the Student complies with school rules and policies as set down by the School.
- ▶ To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorises any such person to release to the School any personal information that person holds concerning the Student/Applicant.

Limitations of Liability

- ▶ In no event shall the School liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

Termination

- ▶ Either party may terminate this agreement with 5 (five) days' written notice.
- ▶ Upon termination of this agreement, refunds will be made in accordance with the School's Fee Refund Policy.

Miscellaneous

Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantees Act 1993.

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

Force majeure: Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

Governing Law: This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees that proceedings may be brought before any court including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 within New

Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Entire Agreement

- ▶ This agreement shall consist of:
 - ▶ The Application to Enrol as an International Student (see "Kaiapoi North School Application to Enrol as an International Student" on page 5);
 - ▶ The Agreement to Provide Tuition Services;
 - ▶ The International Student Prospectus including the refund and fee protection policies.
- ▶ This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- ▶ The terms of this agreement may be changed at any time by the School in writing to the Applicant and any such change in terms shall be notified to the Applicant in writing.
- ▶ Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

The Privacy Act

Acknowledges that:

- ▶ Personal information of the Applicant and/or Student collected by the School may be held, used, and disclosed to third parties to enable the School to:
 - ▶ Process the application for tuition
 - ▶ Provide tuition to the Student
 - ▶ Provide the Student and/or Applicant with advice or information concerning products and services the School believes may be of interest to the Student and/or Applicant; and
 - ▶ Communicate with the Student and/or Applicant for any purpose.

- ▶ All personal information provided to the School will be held by Kaiapoi North School at 278 Williams Street, Kaiapoi, Phone 03 327 8803. .
- ▶ Failure to provide any information in the application for tuition may mean the School is unable to process the application.
- ▶ The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

Immigration

All students must meet the requirements of Immigration New Zealand to study in New Zealand.

Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through Immigration New Zealand.

Eligibility for health services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health.

Accident insurance

The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website.

Medical and Travel Insurance

Before enrolment, international students must have appropriate and current medical and travel insurance (see "Medical and Travel Insurance Policy" on page 26) for the full period of the course, from leaving home to returning home.

Execution

- ▶ I have read and understood the terms set out in this agreement, including the attached schedule, and agree to them.
- ▶ I acknowledge that the provision of false information or the withholding of relevant information may result in the termination of enrolment.

Signed by Applicant: _____

Signed by School: _____

Designation: _____

Date: _____

Schedule of Fees

Kaiapoi North School International Student Annual Tuition Fee covering teaching and operating costs:	\$11000.00
Administration Fee (non-refundable):	\$500.00
Total per year (inclusive of GST):	\$11500.00

Total per **10-week term:** \$2750.00

All fees are shown in New Zealand Dollars (NZD).

Upon payment or part-payment of the fees and levy, the school issues a receipt which can be forwarded to the NZ Immigration Service, who will issue a Student Permit for the dates stated.

Additional Fees

Additional fees will be charged for extra services, such as:

- ▶ Camp
- ▶ Out-of-school music lessons and instrument hire
- ▶ Stationery
- ▶ Uniform
- ▶ Class visits and activities (\$15 per term).

Fee Protection Policy

The income derived from foreign fee paying students must be 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.

- ▶ These fees are separately coded and audited.
- ▶ These fees are not spent in advance on the premise that future students will attend the school.
- ▶ Fees are accrued forward each month and the income is spread across the year's financial reporting.
- ▶ Monthly reporting to the board details both income and expenditure and is monitored closely.
- ▶ The board holds sufficient reserves to be able to refund the student's fees if necessary (see "Fee Refund Policy" on page 14) or because the school is unable to provide or continue a course or programme.

Fee Refund Policy

If your child withdraws from their course of study before the completion date, you may be eligible for a refund of tuition fees. The school will always investigate your claim for a refund and act fairly towards you.

- ▶ The school is not obliged to refund fees if your child:
 - ▶ has been asked to leave the school because of misbehaviour or poor attendance.
 - ▶ wishes to transfer to another educational institution for any reason.
 - ▶ has special needs that you did not explain to the school on the enrolment form.
- ▶ The school will consider refunding all or part of your fees if:
 - ▶ there are special circumstances, for example, the child has a serious illness or accident, or you need to return home because of the death of a family member. You will need to supply proof.
 - ▶ your child gains permanent residency during the course. You will need to provide documentation of the residency within 14 days of it being granted.
 - ▶ the school is closed for a period of one week or more due to force majeure. (Force majeure means an event beyond the reasonable control of the school, such as snow, earthquake, etc.)

Full or partial refund of fees:

You must apply in writing to the principal explaining the special circumstances of your claim within one month of your child's last day at school (or within one month of your child gaining permanent residency). If your child is leaving, you must also complete the official leaving process (see "Absence or Withdrawal from School" on page 20).

- ▶ If you apply for a refund **before** the course starts, the school will refund the fees in full, less an administration fee of NZD \$500 (or part thereof if enrolment is for less than one year).
- ▶ If you apply for a refund **after** the course starts (i.e., in terms 1 or 2), but before the second half of the course (i.e., terms 3 & 4), the school will refund the fees in full, less:
 - ▶ An administration fee of NZD \$500 (or part thereof if enrolment is for less than one year)
 - ▶ Costs to the school already incurred for tuition
 - ▶ Components of the fee already committed for the duration of the course
 - ▶ Specialist fees (if applicable)
 - ▶ Appropriate proportions of salaries for teachers and support staff (if applicable)
 - ▶ Costs already incurred for the use of facilities and resources
 - ▶ Any other costs already incurred.
- ▶ If you apply for a refund **after the second half** of a course, the school will usually not refund the fees unless there are special circumstances (e.g., death of a close family member, serious illness, or accident).

Payment of refunds

- ▶ The school will only refund fees directly to you or to an agent with written authority from you. The school will never refund fees directly to the student.

Immigration New Zealand will be notified if any student ceases to attend Kaiapoi North School for whatever reason.

Execution:

By signing below, I acknowledge that I have read and fully understand the terms and conditions set out in the Kaiapoi North School Fee Refund Policy.

Parent signature: _____

Name of parent: _____

Address of parent: _____

Name of student: _____

Date: _____

Offer of Place to International Student

Student Details

Family name of student: _____

First name of student: _____

NZ address: _____

Parent Details

Family name of parent: _____

First name of parent: _____

Overseas address: _____

Course Details

Course name: _____

Course dates: Start: _____ Finish: _____

Course fee: NZD _____ Year level: _____

Conditions

Students enrolling on this course must have:

- ▶ basic proficiency in English language **and**
- ▶ medical and travel insurance (see "Medical and Travel Insurance Policy" on page 26) for the full duration of their study, from leaving home to returning home.

Accommodation Details

Parent

Designated Caregiver

Homestay

Provider Details

Kaiapoi North School
278 Williams Street, Kaiapoi, Phone 03 327
8803.

**Kaiapoi North School is a signatory to the
Code of Practice.**

Amount received: _____ Receipt No: _____

Signed on behalf of Kaiapoi
North School: _____

Position held: _____

Date: _____

Orientation and Support

The staff member responsible for International Students and ESOL programmes (English for Speakers of Other Languages) is the main person responsible for the orientation of the students and their ongoing welfare within the school community. This is done in close liaison with the classroom teacher and the principal. Kaiapoi North School's liaison person is Jason Miles, Julie Garing or Ann Hoglund.

An initial orientation will be done before or during the enrolment interview with the prospective student and parents. On the student's first day, the student will be met by the principal and shown to the classroom. All students are mainstreamed immediately upon arrival with a small group withdrawn for further orientation, English testing, and teaching as required.

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

The ESOL teacher continues to monitor international students during the first few weeks while they settle into the class and the school. The teacher is also available to support the students, the classroom teacher, and the parents/caregiver.

Once the initial period is over, the ESOL teacher continues to monitor the student's progress through informal meetings, ESOL teaching times, and (where necessary) formal meetings with the student, the classroom teacher, and the parents/caregiver.

Translators are available if necessary. These may be another child or an adult, depending upon the situation and the requirements.

Parents/caregivers and students need to know that Kaiapoi North School has an 'Open Door' policy. You can make an appointment to see the classroom teacher, or the ESOL teacher, to discuss any queries or concerns at any time.

Coping with Problems

We want you to be happy at Kaiapoi North School. There are times however, when things do not go as smoothly or as well as we may like. Here are some ideas about what you can do about it.

If you have a concern or complaint, contact the teacher involved and discuss the matter.

If the matter doesn't involve a particular teacher, or you do not wish to contact the teacher concerned, or you are unhappy with the outcome of meeting with the teacher, contact the principal or deputy principal, or a member of the board of trustees.

We want to know about any worries or concerns you have. We will always take notes about your concerns and do our best to find solutions. If you do have a problem, please ask for help while it is still a little problem. Do not wait for it to become a big problem. If you are not confident that your English is good enough you can always bring a friend who has better English.

If an informal meeting does not resolve your concern, you may need to make a formal complaint. (see "Formal Complaint" on page 18)

Formal Complaint

If an informal meeting does not resolve your concern or complaint, you can make a formal complaint.

In the interests of fairness, any formal complaint or serious allegation must be made in writing and resolved in a timely fashion. All parties should respect confidentiality.

Follow this process:

Responsibility	Action
Complainant	<ol style="list-style-type: none">1. Put your concerns in writing, either as a signed letter or an email. Give as many details as possible, including details of efforts that have been made to resolve the issue. Include names and contact phone numbers.2. Send the letter marked Confidential to the school principal or, if the complaint is about the principal, to the chairperson of the board of trustees. The contact details are available from the school office.
Principal (if complaint is about a staff member)	<ol style="list-style-type: none">3. Acknowledge receipt of the complaint in writing or by email to the complainant. Give a copy of the complaint to the staff member concerned. Inform the chairperson of the board of trustees.
Board chair (if complaint is about the principal)	<ol style="list-style-type: none">4. Acknowledge receipt of the complaint in writing or by email to the complainant. Give a copy of the complaint to the principal.

If the interim response does not resolve matters, or the matter is deemed sufficiently serious, an investigation may take place.

When a formal complaint is received, the school may choose to investigate it if it is deemed serious enough to warrant it after considering the initial response from the person the complaint is about.

Not all complaints require an investigation but all written complaints should be disclosed to the staff concerned at the earliest opportunity.

Relevant collective employment agreement provisions for dealing with complaints and discipline must be observed including allowing representation of staff at any meeting to discuss a written complaint.

If the complaint relates to an international student, and it cannot be resolved by following this process, refer to Ministry of Justice website for information on the International Educational Appeal Authority. You must be able to show that you have tried to get the school to act before you contact them. They will consult the school to see what can be done to help you.

Absence or Withdrawal from School

If a student withdraws from school

- ▶ The parents must write to the school before the student's last day, giving the date of the final day of attendance and the reason for leaving. The school must notify Immigration New Zealand.
- ▶ Depending on the circumstances, the Fee Refund Policy (on page 14) may apply.

If a student is not attending their course

- ▶ In the case of absences, the parent/guardian/caregiver must follow the normal school procedure of notifying the school in the morning of the first day of the absence, and following this up with a written note on the first day of the child's return to school. If the absence can be foretold, e.g., an appointment, then the school is to be informed in writing the day before the appointment or earlier.
- ▶ If the student is absent with no reason, then the school initially contacts the parents for an explanation. If the child is being truant from school, the school Visiting Teacher will have a meeting with the parents to rectify the situation. If the truancy continues, then a family meeting will be held and contingencies put in place. If this does not rectify the situation, then the enrolment will be terminated and Immigration New Zealand notified.
- ▶ If the student does not attend for more than twenty consecutive school days then the school will, in writing, notify the parents/caregivers that the enrolment has been terminated and will notify Immigration New Zealand. However, if the parents have previously notified the school in writing that the child will be absent for a period of time, with the full reason for the absence, the place shall be held, providing all fees have been paid in full, as required.
- ▶ If the student is withdrawn from or ceases to attend the school, the board of trustees will notify Immigration New Zealand.

Circumstances in which Tuition may be Terminated

The school may terminate the enrolment at its discretion if:

- ▶ The child is absent or consistently truanting from school.
- ▶ The enrolment application is found to be inaccurate in any way.
- ▶ The child's behaviour is unacceptable, and attempts to resolve it have not succeeded in the opinion of the school, after the following process:
 - ▶ If the child's behaviour is deemed unacceptable, then a meeting with the child, the parents/caregiver, and the school will be arranged.
 - ▶ If the behaviour does not improve, written notification will be given to the parents warning of the danger of termination of the enrolment.
 - ▶ If there is no further improvement, the parents and the student will be notified in writing that the student must leave at the end of that term, or earlier if the school decides, and will not be eligible to return the following term.

An acceptable level of behaviour means following the school rules.

Upon termination of enrolment, the board of trustees will notify Immigration New Zealand.

Accommodation Policy for International Students

All year 1-6 international students enrolled in New Zealand schools must be living with their parents (or in an approved school hostel). A parent is defined as a person who is legally responsible for the child, and that the child normally lives with in their own country. Children in years 7 and above may live with a designated caregiver (see "Designated Caregivers" on page 22) or in a homestay (see "Homestays" on page 23), or approved school hostel.

It is the school's responsibility to determine the living situation of the student.

Living with parents

When a child is living with their parent(s), the school:

- ▶ Asks for the child's birth certificate, passport, and the parents' passports.
- ▶ Compares the identification documents and checks passport photos.
- ▶ Checks and records the parents' passport visa/permit dates to ensure that they end after the student's period of enrolment. If not, the expiry date is noted and parents are required to supply renewal details at the appropriate time.

The Code of Practice for the Pastoral Care of International Students **does not** recognise any papers signed by overseas courts or lawyers stating that parents have appointed another person as a legal guardian of their child. **There are no exceptions.**

Designated Caregivers

Parents of children in year 7 or above may choose to designate a relative or close family friend that is well known to the student to provide care and accommodation for their child while attending our school.

In this case, we require that the parents of the student sign the Indemnity Document for Designated Caregiver stating that they have selected the designated caregiver to provide accommodation for their child.

Kaiapoi North School then approves the accommodation by:

- ▶ visiting the address,
- ▶ determining that the living conditions are acceptable,
- ▶ assessing that the caregiver will provide a safe physical and emotional environment for the student,
- ▶ determining that it is not a boarding establishment,
- ▶ meeting with, and establishing communication with the caregiver,
- ▶ having the caregiver sign the Designated Caregiver Agreement

The school meets with any student who is in the care of a designated caregiver at least quarterly to monitor the suitability of the accommodation.

During these meetings, we work with the student to assess their accommodation arrangements.

Homestays

The school determines and documents that all students in Years 1-6 are living with a parent or legal guardian unless they are living in an approved school hostel or part of a group tour.

Homestays recruited by the school must comply with section 18 of the Code of Practice for the Pastoral Care of International Students. All homestay carers must:

- ▶ Be police vetted. **All people over 17 who have regular access to the student must be police vetted** – not just one member of the family.
- ▶ Sign the Homestay Caregiver (or Host) Agreement.
- ▶ Receive support from the school.

The school meets with all students living in a homestay quarterly to monitor the suitability of their accommodation.

During these meetings, we work with the student to assess their accommodation arrangements.

Emergencies

Kaiapoi North School is responsible for all emergency procedures during school hours and all emergency procedures outside school hours if the student is in a homestay.

In the event of an accident or emergency, Kaiapoi North School will take appropriate action and you will be contacted as soon as possible by the school liaison person or the principal, or your student's agent, or your insurance company, on the emergency contact number you provided on your child's application for enrolment form.

If your child has an accident and you cannot be contacted, Kaiapoi North School or your child's designated caregiver may need to consent to urgent medical procedures on your behalf, including blood transfusions if necessary.

Pandemic Planning

If a pandemic comes to New Zealand, Kaiapoi North School will do all it can to support the health and welfare of your child. Your child will be looked after in the same way as a New Zealand student. The health and well-being of your child is our main concern, and we have put plans in place to ensure they are well looked after.

- ▶ International students will have to follow the rules just as every other person in New Zealand does.
- ▶ Students and their caregivers will be informed about pandemic influenza and the steps they need to take to stay healthy and safe.
- ▶ The school will communicate with you directly to keep you informed about our plan, and the local pandemic influenza status.
- ▶ If people are not allowed to travel in or out of New Zealand your child may not be allowed to return to their home country until the pandemic is over.
- ▶ If your country's border is restricted, your child may not be able to return home and may have to stay in New Zealand until the restriction is lifted.
- ▶ If your child has a prolonged stay in New Zealand, the school will continue to care for and support them to the best of its ability.
- ▶ The school will provide 24/7 support for residential caregivers, and for students and their parents. The school emergency phone number is 027 559 2784.
- ▶ The school will regularly check on your child and keep you informed about how they are.
- ▶ You will be contacted immediately and provided with new contact details if your child's accommodation is changed.
- ▶ If your child's funds run out during a prolonged stay, the school may need to ask you to provide extra money to pay the caregiver to look after them.
- ▶ You will be contacted as soon as possible in case of an emergency.

If your child has not left home or is in transit when the pandemic is declared, it will be your responsibility to advise your child what to do. The following information may be useful for this purpose:

- ▶ If your child has not left home when travel to New Zealand is restricted they should not start their journey. They should stay at home until the pandemic is over. This will be announced in the New Zealand news media and on the Ministry of Foreign Affairs and Trade website <http://www.mfat.govt.nz/>. Your country's New Zealand embassy should be able to tell you the current situation. You can also phone your child's New Zealand school.

- ▶ If your child is in transit to New Zealand when travel to New Zealand is restricted you will need to contact them and arrange for their return home. Alternatively, they may contact you first. Please phone the school and inform them when your child arrives home or if there are any problems. The school may be able to help you to contact the embassy.

Medical and Travel Insurance Policy

- ▶ All students must have acceptable, appropriate, and current medical and travel insurance for the **full** duration, i.e., from home to home, of their planned study **before enrolment**, as specified in the Code.

"Acceptable" insurance complies with the Code and is acceptable to the school.

"Appropriate" insurance refers to private insurance policy, and should meet the following guidelines:

Length of cover: The policy should cover the full duration of the planned study including any holiday breaks taken. ACC provides cover for all people in New Zealand for injuries and accidents, but not if they occur overseas, so students taking holidays out of New Zealand during their study must be covered by their private insurance policy.

- ▶ The policy must cover:
 - ▶ Travel: delays, missed flights, and any medical expenses incurred during travel into or out of New Zealand.
 - ▶ Health cover: (an unlimited sum insured)
 - all medical expenses for hospital treatment due to illness or injury (in excess of ACC cover)
 - medical evacuation related to serious injury or illness
 - the cost of family members' travel if the student suffers serious illness or injury
 - emergency dental treatment .
 - ▶ Personal liability: negligence causing injury (including death) to another person, or damage or loss of property; and false arrest and wrongful detention.
 - ▶ Repatriation: if the student's study plans are interrupted due to injury or illness that requires them to return home.
 - ▶ Death: in the event of the student's death
 - the repatriation of their body, or their funeral expenses
 - the travel costs for family members.
 - ▶ Search and rescue: any search and rescue operation performed to find the student .
- ▶ Kaiapoi North School advises all prospective students of the standard wording as set out in the Code of Practice. See Information about Your Rights in New Zealand (on page 2).
- ▶ Students purchasing insurance should purchase insurance cover at the time of fee payment and before they leave their home country.
- ▶ If the insurance is provided from a New Zealand company, policy details should be provided in the student's first language where possible.

In the case of overseas policy providers, **students must provide the school with the policy details in English**, before the student attends classes.

Verification of policies

In accordance with section 7.4 of the Code and Code Guidelines, Kaiapoi North School verifies all policies before enrolment, and checks that:

- ▶ The insurer/re-insurer is a reputable and established company with substantial experience in the Travel Insurance business, and has a credit rating no lower than A from Standard and Poors, or B+ from A M Best.
- ▶ The insurer is able to provide emergency 24-hour, 7 day per week cover.
- ▶ Students have a “certificate of currency” and policy wording from the insurance company stating that the student has purchased the cover for the duration of the planned period of study. The certificate and policy wording must also detail medical sums insured, repatriation benefits, etc. It should confirm that the policy is consistent with the guidelines above.

If a student does not have appropriate and current medical and travel insurance cover, the school must:

- ▶ Advise the student of the medical and travel insurance requirement.
- ▶ Provide the student with a default policy or policy choices which meet the requirements of the Code of Practice Guidelines.

The cost of default insurance will be met by the student.

Recording of policy details

For each student, the school takes a copy of their medical and travel insurance policies (thus retaining a record of the insurer's name, the policy number, and the policy start and end dates).

Summary of the Code of Practice

Introduction

When students from other countries come to study in New Zealand, it is important that those students are well informed, safe, and properly cared for. New Zealand educational providers have an important responsibility for international students' welfare. This pamphlet provides an overview of the "Code of Practice for the Pastoral Care of International Students" (the Code), and provides a procedure that students can follow if they have concerns about their treatment by a New Zealand educational provider or agent of a provider.

What is the Code?

The Code is a document that provides a framework for service delivery by educational providers and their agents to international students. The Code sets out the minimum standards of advice and care that are expected of educational providers with respect to international students. The Code applies to pastoral care and provision of information only, and not to academic standards.

Who does the Code apply to?

The Code applies to all education providers in New Zealand with fee-paying international students enrolled. The Code is mandatory to these providers and must be signed by them.

What is an "international student"?

An "international student" is a foreign student studying in New Zealand.

How can I get a copy of the Code?

You can request a copy of the Code from your New Zealand education provider. The Code is also available online from the New Zealand Qualifications Authority (NZQA).

How do I know if an education provider has signed the Code?

The New Zealand Ministry of Education maintains a register of all signatories to the Code. If the education provider that you are seeking to enrol with is not a signatory to the Code, you will not be granted a permit from Immigration New Zealand and you will not be able to study at that institution.

What do I do if something goes wrong?

If you have concerns about your treatment by your education provider or by an agent of the provider, the first thing you must do is contact the principal, the international student director, or another person who has been identified to you as someone that you can approach about complaints at your institution. The Code requires all institutions to have fair and equitable internal grievance procedures for students and you need to go through these internal processes before you can take the complaint any further.

If your concerns are not resolved by the internal grievance procedures, you can contact the International Education Appeal Authority (IEAA).

What is the International Education Appeal Authority (IEAA)?

The IEAA is an independent body established to deal with complaints from international students about pastoral care aspects of advice and services received from their education provider or the provider's agents. The IEAA enforces the standards in the Code of Practice.

How can I contact the IEAA?

Phone: +64 4 462 6660 Email: ieaa@justice.govt.nz Fax: +64 4 462 6686

Postal address:

IEAA
Tribunals Unit
Private Bag 32001, Panama Street
Wellington 6146

Street address:

IEAA
Tribunals Unit
Level 1, 86 Custom House Quay
Wellington

What will the IEAA do?

The purpose of the IEAA is to adjudicate on complaints from international students. The IEAA will investigate complaints and determine if there has been a breach of the Code. The IEAA has the power to impose sanctions on education providers who have committed a breach of the Code that is not a serious breach. These sanctions include an order for restitution, publication of the breach, and / or requiring that remedial action be undertaken.

The IEAA will refer complaints that are not about pastoral care to another regulatory body if appropriate.

The education provider will be given a reasonable time to remedy the breach. If the breach is not remedied within that time, the IEAA may refer the complaint to the Review Panel.

The IEAA can determine if it considers that a breach of the Code is a serious breach. If the breach is a serious breach, the IEAA will refer the complaint to the Review Panel.

What can the Review Panel do?

The Review Panel can remove or suspend an education provider as a signatory to the Code, meaning that the provider would be prevented from taking any more international students. Only the IEAA can refer complaints to the Review Panel.

A summary of the Code of Practice for the Pastoral Care of International Students

The Code sets standards for education providers to ensure that:

- ▶ high professional standards are maintained
- ▶ the recruitment of international students is undertaken in an ethical and responsible manner
- ▶ information supplied to international students is comprehensive, accurate, and up-to-date
- ▶ students are provided with information prior to entering into any commitments
- ▶ contractual dealings with international students are conducted in an ethical and responsible manner
- ▶ the particular needs of international students are recognised
- ▶ international students are in safe accommodation
- ▶ all providers have fair and equitable internal procedures for the resolution of international student grievances

Full details of what is covered can be found in the Code itself.

The Code also establishes the IEAA and the Review Panel to receive and adjudicate on student complaints.