

7nternational STUDENT Application Pack



Mt Albert Primary School
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Mtalbertprimary.school.nz



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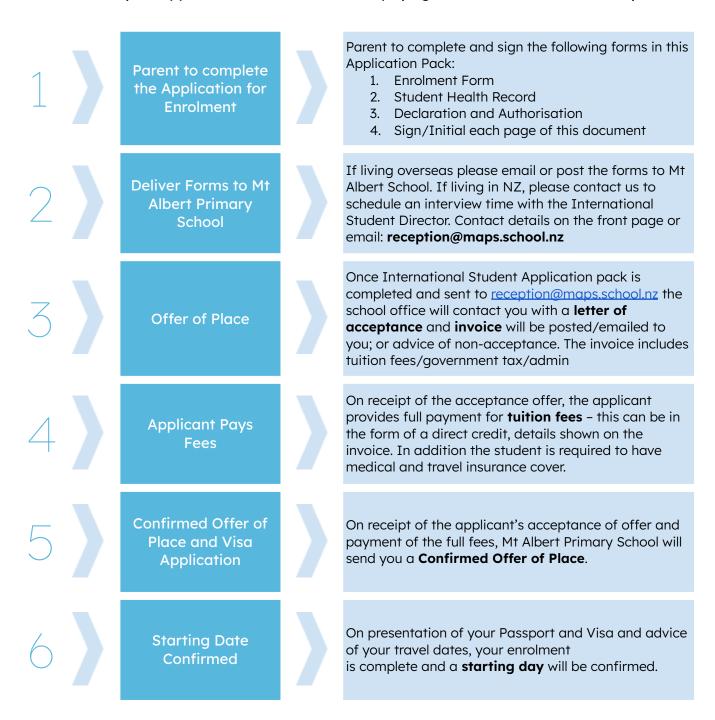
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To assist with your Application for Enrolment please refer to our International Student Handbook.



1. Enrolment Procedures

Please complete the following 6 steps to assist with your application for tuition as a fee-paying student at Mt Albert Primary School:





Initialled by:____

_ (parent)

2. Enrolment Form

Notes

- It is important that all relevant information about the student is included in this application. This information is used to ensure
 that the student is supported properly upon arrival and while enrolled, and to match them with suitable 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 provide misleading information may result in
 the withdrawal of an Offer of Place or termination of a Contract of Enrolment.
- 2. The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at our school. Where a student under the age of 10 years is found to be living in accommodation other than with a parent or legal guardian, or in a school hostel, they will not be permitted to attend school and this will result in the withdrawal of an offer of a place or the summary termination of a contract of enrolment.
- 3. Mt Albert Primary School has agreed to observe and be bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 published by the Ministry of Education. Copies of the Code are available on request from this institution or from the NZQA website at: www.nzqa.govt.nz/providers-partners/tertiary-and-international-learners-code/

Student Details (Nam	ne must be as it appears on you	ır passport	r)
Student name			
	First Name:		Preferred first name (if applicable)
	Surname (Family Name)		Male/Female Male Female
Date of Birth	Day Month Year	Age	Place in family Place / Out of
Country of Birth			First language
Passport No.		Ехр:	Visa No.
Date of Entry to New Zealand (dd/mm/yy)		Do you int Permanen	tend to apply for the Residency Status? Yes No Tick one No One N
Previous School in NZ?	If yes, please write name of school. If no, write N/A.	Religious E (please circle	
Intended start date:	Day Month Year	Intended e	end date: Day Month Year

Student Contact Details (name must be as it appears on passport)

New Zealand Address	Street address Town or city			Suburb
New Zealand Phone	Home W	ork		Mobile
Email Address	Email			
Emergency Contact Person in New Zealand	Name			Phone
Mother (Parent/Caregi Note: Code of Practice 2021 enrolled at school.	ver) Details requires that all students under 10 y	ears of age mus	st live with a p	parent in New Zealand while
Name (Mother)			Occupation	
Country of Birth			First language	
Passport No.		Exp:		
Address (Mother)	Street address Town or city	Country		Suburb Postcode
Phone/Email (Mother)				
	Mobile	Email		
Father (Parent/Caregiv	034000000		st live with a p	parent in New Zealand while
Father (Parent/Caregiv	ver) Details		of live with a p	parent in New Zealand while
Father (Parent/Caregiv Note: Code of Practice 2021 enrolled at school.	ver) Details			parent in New Zealand while
Father (Parent/Caregiv Note: Code of Practice 2021 enrolled at school. Name (Father)	ver) Details		Occupation First	parent in New Zealand while
Father (Parent/Caregiv Note: Code of Practice 2021 enrolled at school. Name (Father) Country of Birth	ver) Details	rears of age mus	Occupation First	Suburb Postcode
Father (Parent/Caregiv Note: Code of Practice 2021 denrolled at school. Name (Father) Country of Birth Passport No.	ver) Details requires that all students under 10 y Street address	Exp:	Occupation First	Suburb
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Father (Parent/Caregiv Note: Code of Practice 2021 denrolled at school. Name (Father) Country of Birth Passport No. Address (Father) Phone/Email (Father) Emergency Contact (in Contact's Name Relationship to the student	requires that all students under 10 y Street address Town or city Mobile	Exp:	Occupation First	Suburb

Learning Information
How many years of schooling not including pre-school education has the student had? Years
Does the student have any learning difficulties which may require extra school support or services? Yes No
If 'Yes' please provide details (attach additional pages if required):
Does the student have behavioural difficulties which may require extra school support or services? Yes No
If 'Yes' please provide details (attach additional pages if required):
How many years has the student studied English? Months Years
Please indicate the students' level of English Complete beginner Able to hold simple conversations Able to understand enough to know what is going on in the classroom
Do the student's parents speak or read English? Speak: Yes No Read: Yes No



3. Student Health Record

Health / Medical Record				
	you in any illness/emergency situation, we ask that you answer the following ntial, it may be necessary for the safety of you and others, to inform the relevant			
Are there any medical conditions or concerns? If yes, please state (physical or mental health illness	Yes No sor problems that may affect the student's enrolment):			
Is your child currently using medication? If yes, please state:	* Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. Please notify the school of this.			
Does your child have any allergies? If yes, please state:	Yes No			
Does your child have any difficulty with: sight hearing speech	Yes No Yes No Yes No			
If yes, please state:	TES INU			
Immunisation Certificate:				
Sighted:	Yes No Requested			
Completed:	Yes No			
Details on Register:				

Health / Medical Record (continued) **New Zealand Doctor:** Doctor's Name: Tel: Name of Medical Practice: **Home Country Doctor:** Doctor's Name: Tel: Name of Medical Practice: In case of illness, accident or emergency: I give the school permission to give my child over the counter medication such as acetaminophen, paracetamol or buprofen: Yes No Signature **Parent Signature:** Date

Health and Travel Insurance

Most students are not entitled to publicly funded health services while in New Zealand unless they are:

- A resident or citizen of Australia; or
- A national of the United Kingdom in New Zealand; or
- The holder of a temporary permit that is valid for two years or more

If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment.

To qualify for a New Zealand international student visa, fee paying students are required to have approved insurance. International Student is designed to meet the requirements of the Code of practice for pastoral care.

https://orbitprotect.com/insurance-products/international-student-insurance/summary/

https://www.scti.co.nz/our-policies/international-student



4. Terms and Conditions

Terms and Conditions

IMPORTANT:

The following TERMS AND CONDITIONS have been extracted with permission from the SIEBA (Schools International Education Business Association) Primary and Intermediate School Contract of Enrolment (updated May 2022).

Please initial each page.

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

Terms and Conditions:

Definitions

 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 school and the parents, which governs the students accommodation agreements.

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.

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.

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 29 or 31 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.

	ith permission from SIEB y Mt Albert Primary Scho	
Initialled by:		(parent)

Terms and Conditions (continued)

Preliminary Provisions

- 2. The Agreement is declared to be a Contract of Enrolment in terms of section 10 of the Act.
- 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 begins 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 and 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 parents 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.
- 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 in accordance with the Code.
- During the Period of Enrolment the Student must keep the School reasonably informed of their whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents agree that where the Student is under the age of 10 years at any time during the Period of

- Enrolment, the Student will live with one or both Parents at all times while aged under 10 years.
- The Parents agree that no changes to accommodation arrangements will be made without the prior written agreement of the School.
- 12. The Parents agree that this Agreement is subject to and conditional on the School being satisfied that the Student has appropriate accommodation arrangements in place.

Immigration and Insurance

- 13. The Parents 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 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. The Parents will provide the School with evidence of the relevant insurance policy.
- 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
- 17. The Parents agree to cover any costs for the Student that are excluded by the Student's travel insurance policy and that not 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 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 contained in Schedule Three, as updated by the School from time to time.

Extracted with permission from SIEBA (updated 2022) Amended by Mt Albert Primary School October 2023		
Initialled by:	(parent)	

Terms and Conditions (continued)

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 Parent/s 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 Parents confirm that:

- (a) The Student does not suffer from any medical condition or behavioural condition (including mental health conditions and allergies) that may negatively impact on the health, safety or education of the Student or any other student at the School, except as disclosed in writing in the Application Form;
- (b) The Student does not have any medical or other special needs that require extra support, except as disclosed in writing in the Application Form;
- (c) All information in the Application Form is true and correct to the best of their knowledge and belief.

22. The Parents 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 authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents.
- (b) If the Parents fail to provide any information requested in relation 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.
- (e) All personal information provided to the School is collected and will be held by the School.

- (f) 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.
- (g) Under the Privacy Act 2020, any information collected may be provided to education authorities.
- (h) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (i) 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.
- (j) 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.

Consent

- 23. The Parents, 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:
 - (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. Where the Student lives with the Parents, the School shall seek specific written agreement of the Parents in accordance with School policies and procedures before the Student participates in any activity either organised by the School or by another party on behalf of the School.

Extracted with permission from SIEBA (updated 2022) Amended Mt Albert Primary School October 2023		
Initialled by:		(parent)

Terms and Conditions (continued)

Conduct, Welfare, Discipline and Termination

- 25. The Student will comply at all times with School policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
- 26. 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) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
- 27. Without limitation, the following actions shall be 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:
 - (e) Any act by the Student during the Period of Enrolment that threatens the education of any other student;
 - (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 22 of this Agreement;
 - (g) Failure to make payments according to the Fee Schedule; and
 - (h) Any other breach of this Agreement
- 28. Where appropriate, the School will follow the process set out in the Investigation Policy in this Agreement as Schedule Two when exercising its disciplinary powers as stated in clause 30 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.
- 29. 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.
- 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 the power in clause 33 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

- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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 12 hours after it has been sent.
- 35. This Agreement contains the entire understanding between the parties. The terms of the Agreement may be changed by the School in consultation with the Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.
- The School shall at all times comply with the Health and Safety at Work Act 2015.
- Nothing in this Agreement limits any rights that the Parents or Student may have under the Consumer Guarantees Act 1993.
- 38. The parties acknowledge that before signing this Agreement, they have had the opportunity to seek independent legal advice about its content and effect.
- 39. This Agreement may be signed in one or more counterparts, each of which when so signed and all of which together shall constitute one and the same Agreement. Delivery of signed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
- 40. The parties agree that any dispute in relation to this Agreement will be resolved in line with the Code and the School Policies.
- 41. Nothing in this Agreement limits any rights that the parents or student may have under the Consumer Guarantees Act 1993.
- 42. The parties acknowledge prior to signing this agreement, they had had the opportunity to seek independent legal advice about it's content and effect.
- 43. This agreement may be signed in one or more counterparts, each of which when so signed and all in which together shall constitute one in the same agreement. Delivery of signed counterparts maybe delivered by email.

44. The parties agree that any dispute in relation to theis Agreement will be resolved in line with the Code and the school policies.

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Initialled by:		(parent)

International Student Application



5. Declaration and Authorisation

Parents/Legal Guardians Declaration and Authorisation

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

Key Terms:

This Contract of Enrolment includes provisions:

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

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

By signing this agreement you:

- 1. Confirm that all of the information in the application form is true and complete.
- 2. Confirm that where the Student is under 10 years of age, the Student will live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.
- 3. To inform the School of any changes to this application including but not limited to, change in any contact details.

SIGNING

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

Name(s):		
	Name	
	Name	
	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:			
	Name		
	Signature		
		/ /	
		Date	

Extracted with permission from SIEBA (updated 2022) Amended by Mt Albert Primary School October 2023

Initialled by: ______(parent)

International Student Application



6. Code of Conduct

School Rules - General

- Once at school, all children must stay at school and not leave the school grounds until the end of the school day, except with written permission from the Principal.
- Classrooms are out of bounds at all times unless the teacher is in the room.
- Children are not to use the foyer except when going to the office.
- Children are not allowed out of their classroom during lesson time without permission from a teacher.
- Pupils causing damage must report breakages to a teacher on duty.
- Lost Property can be located in the School Office.
- Mobile phones must be handed to the school office on arrival at school. They may be collected after school.
- Students are not allowed in the staffroom unless sent on a specific task by the teacher.

Code of Conduct

In our school we RESPECT, HELP, AND SUPPORT each other. This means showing COURTESY to all students and adults. I WILL:

- Use appropriate language i.e. swearing and abusive language is NOT ACCEPTABLE. Remember to say 'please' and 'thank you'.
- Let adults through doors first and also other students if they are carrying something heavy. Wait my turn to speak and certainly do not speak when another person is speaking.
- Comply with a request from a teacher.
- Borrow from another only with his/her permission.
- Not bring chewing gum or bubble gum to school.
- Speak to adults politely.
- Ask the class teachers' permission before delivering a message to another student.
- Not interrupt when the teacher is giving instructions.

In our school WE TAKE CARE OF EVERYTHING remembering it is 'on loan' and a privilege, not a right. I WILL:

- Take responsibility for the state of my desk, classroom furniture and equipment.
- Take good care of all books supplied, which includes all library books and school textbooks.
- Use sports and P.E. gear for the right purpose and look after it.
- Do my share of keeping our classroom and grounds clean and tidy.

In our school, every student has a RIGHT TO LEARN and every teacher has a RIGHT TO TEACH. I WILL:

- Keep my voice soft when I am talking to avoid disturbing others.
- Be prepared by having what I need for each subject pens, pencils, rulers, books, P.E. and other equipment as required.
- Avoid talking over others.
- Find an appropriate time for talking to the teacher, especially when she/he is working with other students.
- When I need to, move around the class in a quiet orderly manner.
- Do my very best to stay on task.
- Make every effort to complete all learning tasks, including homework.

In our school, every student has the right to a SAFE ENVIRONMENT in which to learn and play. I WILL:

- Ensure I am not involved in any bullying.
- Allow no physical or mental abuse, put-downs or insulting language.
- Participate only in positive interactions.

 Move around my classroom and around the school in a quiet and sensible manner so the learning and recreation of others will not be disturbed.

Initialled by:

International Student Application



7. Investigative Policy

Purpose

The following is the School's current policy for dealing with Disciplinary Actions and Welfare Issues. This is not intended to
restrict the School's general powers relating to discipline and this policy may be changed from time to time at the
discretion of the School.

Overview

- 2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage investigation process (the Investigation Process).
- 3. In Stage One, the School will investigate and determine the facts of the situation being considered (the Situation), and will reach a conclusion on what happened and whether there is a Welfare Issue or an incident that requires Disciplinary Action or the termination of the Agreement.
- During Stage One of the Investigation Process, the Student will have an opportunity to provide a response to any subject matter being investigated or to any allegation made concerning the Situation.
- 5. In Stage Two, if the School has determined some response is required, the School will consider the appropriate outcome for the Situation, up to and including termination of the Agreement.
- 6. During Stage Two of the Investigation Process, the Student will have an opportunity to provide a response to the Situation and any proposed outcome that the School is considering taking (the Proposed Action).
- 7. This policy does not limit the School's power to take appropriate action urgently and without following the Investigation Process if this is necessary having regard to the seriousness of the situation. Such a determination may be made at any point during the Investigation Process.
- 8. This policy also does not limit the School's power to suspend the student for the duration of the Investigation Process where suspension is considered necessary for the safety or education of any person.

General Policy

- 9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Situation (as it understands it) or the Proposed Action;
 - (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Situation or Proposed Action;
 - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
 - (e) an opportunity to meet with that support person in private at any stage during the Investigation Process;

- (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation Process in his or her own language) during any meeting or process if the School or the Student considers that a language barrier means that a translator is required; and
- (g) a copy of this policy setting out the rights which the Student has when engaging in the Investigation Process.

Extracted with permission from SIEBA (updated 2022)		
Amended by Mt Albert Primary School October 2023	Initialled by:	(parent)

Investigative Policy (continued)

Stage One: Incident Investigation

- 10. When the School learns of any incident or any other thing that may be a breach of the Agreement or might otherwise warrant a Disciplinary Action or which may constitute a Welfare Issue, the School will notify the Student of the Situation and will provide the Student with an opportunity to give a response.
- 11. Where appropriate, having regard to the seriousness of the situation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the Situation.
- 12. When the School makes a decision about the Situation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it considers that it requires some kind of formal response whether Disciplinary Action, Termination or other intervention.

Stage Two: Outcome Discussion

- 13. If the School determines that a formal response is required, it will advise the Student and Parent of the possible actions that it will consider taking in response to the Situation and will provide the Student and parents with an opportunity to give a response.
- 14. Where appropriate, having regard to the seriousness of the situation, the Student and Parent will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the action to be taken.
- 15. When the School makes a decision about the action that it will take in response to the Situation it will advise the Student and Parents of its decision, in writing if possible. The action will not take effect, and no actions will be taken to put it into place, until the Student and Parents have been advised of the decision.

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Amended by Mt Albert Primary Sch	nool October 2023	Initialled by:

(parent)



8. Refund Policy

This refund policy outlines how the school will manage a request for a refund of international student fees.

Requests for a refund of international student fees

The school will consider all requests for a refund of international student fees. Requests should be made in writing to the school as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this policy unless otherwise agreed by the school.

A request for a refund should provide the following information to the school:

- The name of the student
- The circumstances of the request
- The amount of refund requested
- The name of the person requesting the refund
- The name of the person who paid the fees
- The bank account details to receive any eligible refund, including bank address and swift code where relevant
- Any relevant supporting documentation such as receipts or invoices

Non-Refundable Fees

The school is unable to refund some fees. The following fees relate to expenses that the school may have paid or will incur because of receiving an application for enrolment and cannot be refunded:

Administration Fee: Administration fees meet the cost of processing an international student application.

Administration fees exist whether an application is accepted or not or whether a student

remains enrolled after an application is accepted.

Insurance: Once insurance is purchased, the school is unable to refund insurance premiums paid on

behalf of a student. Students and families may apply directly to an insurance company for a

refund of premiums paid.

Portion of Unused Tuition Fees: The school may retain a portion of unused tuition fees. Amounts retained will relate to costs

that have been incurred or committed by the school and may vary.

Requests for a refund for failure to obtain a study visa

If an international student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

Requests for a refund for enrolment of one term or less

Where a student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.

Where the school terminates the enrolment of a student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

Requests for a refund for voluntary withdrawal (Enrolments of more than one term)

If an international student voluntarily withdraws, whether before or after the start date of their enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of ten weeks tuition fees and other any relevant non-refundable fees as outlined in this policy. The minimum ten-week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

Requests for a refund where the school fails to provide a course ceases as a signatory, or ceases to be a provider

If the school fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the school will negotiate with the student or their family to either:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
- Transfer the amount of any eligible refund to another provider, or
- Make other arrangements agreed to by the student or their family and the school.

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Amended by Mt Albert Primary School October 2023	Initialled b

Refund Policy (continued)

Other circumstances where a refund request may be considered

Where a student's enrolment is ended by the school

In the event a student's enrolment is ended by the school for a breach of the Contract of Enrolment, the school will consider a request for a refund less:

- Any non-refundable fees set out in this policy
- A minimum of ten weeks tuition fees from the date of termination
- Any other reasonable costs that the school has incurred in ending the student's enrolment

Where a student changes to a domestic student during the period of enrolment

If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status.

Where a student voluntarily requests to transfer to another signatory

If an international student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the school. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

Requests for a refund of fees unused at the end of enrolment

Except by written request from the student or their parent, prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.

Outstanding activity fees or other fees

Any activity or other fees incurred by a student during enrolment and owed to the school at the time of withdrawal will be deducted from any eligible refund.

Refunds to be made to the country of receipt

Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Rights of families after a decision regarding a refund has been made

A decision by the school relating to a request for a refund of international student fees will be provided to the student or family in writing and will set out the following information:

- Factors considered when making the refund decision
- The total amount to be refunded
- Details of non-refundable fees

In the event the student or their parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

Review and Reporting

<u>Review</u>

The school will review the conditions relating to this policy as part of the annual self-review. The school will collect and record appropriate evidence of the review.

Reporting

The Director of International Students will report directly to the school Principal on the operation of the school's policy for the refund of international student fees.

Extracted with permission from SIEBA (updated 2022)		
Amended by Mt Albert Primary School October 2023	Initialled by:	(parent)

9. Application Checklist

Application Checklist

Please refer to the checklist below for a complete list of all documents required.

Applicants may include any additional information that they believe may assist the Board of Trustees in making a decision on their application (photocopies only).

APPLICATION CHECKLIST / PLEASE EMAIL

(Tick)	
	Student's Passport
	Signed 'Enrolment Form' giving permission for enrolment at Mt Albert Primary
	Copy of Medical/Travel Insurance Policies in English
	Immunisation Certificate
	Proof of Address (Accomodation) here in Auckland New Zealand
	Parents Passport (Student must be living with here in Auckland New Zealand)
	Student and Parent Visa

The information provided on this form will be used for administrative, enrolment and statistical purposes as required by the Ministry of Education. Mt Albert Primary School acknowledges that it will use the information provided in accordance with the Privacy Act 2020.