

# **Tararua College**

# **International Student Enrolment Form/Contract**

SECTION 1 Student's Details				
Family Name		First Name		
Date of Birth	Gender	L	Female/ Male	
Day	Month		Year	
Country of Birth		Passport (Country)		
Student's Email		1st Language		
PARENT DETAILS				
1.	Family Name		First Name	
Relationship to Student		Occupation		
Telephone (Home)		Mobile Number		
Address				
Email				
2.	Family Name		First Name	
Relationship to student		Occupation		
Telephone (Home)		Mobile Number		
Address				
Email				
FAMILY, FRIEND OR RELATIVE DETAILS				
Do you have family, a friend or a relative who you would like to use as a support person in NZ?		Yes No		
If yes, please complete this section				

Family Name		First Name			
Relationship to student					
Home Phone	Mobile Phone				
Address					
Email					
AGENT-please complete this s	section if you				
have an Agent					
Name of Agency		Agent's Name			
Work Phone		Mobile Phone			
Address					
ACADEMIC DETAILS					
Intended Study Period		Start Date	End Date		ate
Current English Language Level		Basic	Interme	ediate	Advanced
Have you undertaken a formal E	inglish test?	Yes	No		Result
If yes, name of test		1			
What is your main reason for att	ending school in N	IZ?			
University Entrance	Educational expe	erience	Other (please state)		
What is your intended career?		<u> </u>			
Have you studied in NZ before?	Yes		No		
If Yes, name of educational institutions(s)	Dates				
Have you ever been declined enrolment at any educational institution?	Yes		No		
If Yes, name of educational insti	tutions and why	l			

PLEASE PROVIDE THE	FOLLO	WING DOCUME	NTS WITH THIS	<b>APPLIC</b>	ATION	
Character & behaviour	r report f	rom your current s	school			
Academic report from						
<ul> <li>A copy of your passpo</li> </ul>	rt must b	e included with th	ne application			
	-					
LIVING ARRANGEMEN	118					
All international students	must he	living with either	a narent an ann	roved 'D	esignated Caregiver' or	
an approved Tararua Co			a paront, an app	loved B	coignated caregiver of	
Who will you be living wi	th while	studying at Tararı	ua College?			
		, 0	J			
Your parent		'Designated Ca	regiver'	Homes	tay	
HEALTH INFORMATIO	NI.					
Does the student suffer		of the following:	(places sirele)			
		•	Diabetes		Allergies (places	
Asthma	Epileps	у	Diabetes		Allergies (please specify	
					Specify	
In the event of an episode involving any of the above, what medication or assistance may be						
required?		<b>5</b> ,	,		,	
Is there any <b>other</b> medical/health condition or disability that the college should be aware of?						
e.g. Hearing, vision, speech:						
If so, what medication or care may be required?						
in 30, what medication of care may be required:						
Is the student taking any on-going medication? Yes/No if yes, please specify medication						
If so, is there a requirem	ent for th	ne school to be inv	volved with safek	eeping/d	ispensing of the	

I give permission, in the case of an accident requiring hospital or medical attention, for a staff member to transport this student to a Public Hospital or medical centre, or for an ambulance to be

medication?

called.

#### **INSURANCE**

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly-funded health services are available through the Ministry of Health, and can be viewed on their website at <a href="http://www.moh.govt.nz/">http://www.moh.govt.nz/</a>. The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <a href="http://www.acc.co.nz/">http://www.acc.co.nz/</a>

It is a requirement of Immigration New Zealand that International students must have appropriate and current medical and travel insurance while studying in New Zealand. Evidence of this must be produced when the initial fee is paid. Your insurance policy must be in English and compliant with Immigration New Zealand's requirements and be approved by Tararua College. Tararua College can arrange insurance on your behalf with UNICARE to meet the requirements of clause 16.5 of the Education (Pastoral Care of International Students) Code of Practice 2016. The cost of this will be included in your invoice.

Please state clearly any medical condition or illness, physical or mental, that the student is suffering from, that we should be aware of and that may require attention:

#### **SECTION 2 CONDITIONS OF ENROLMENT**

Student Family Name	Student First Name

# **ACCOMMODATION**

All students must live in a Homestay approved by the school or with their parent or 'Designated Caregiver'. Students may not live in a flatting situation. Students must accept and follow Homestay rules. It is a condition of this enrolment that the Student must have on-going access to an approved Homestay family.

#### **FEES**

All fees are as indicated on the Student's invoice. The fees must be paid in advance for each term (10 weeks) or for the specified period of study.

The tuition fee covers all course instruction, and this includes English Language classes. It does not cover stationery, materials such as course homework books, school trips, school uniforms, NZQA qualification entry fees, living related costs, transportation to and from school, recreational sports, extra-curricular activities or Homestay related costs.

#### **FEE REFUND POLICY**

Please refer to the document 'Refund of International Student Fee Guidelines' included in the Enrolment Application.

# **PLACEMENT IN COURSES**

- a. First priority will be given to improving proficiency in English, both written and spoken.
- b. When students first attend the College, assessments need to be completed in English Language and academic subjects.
- c. Students will be placed in classes depending on their English language and academic ability.
- d. Students will not be permitted to enrol in senior courses that lead to NZQA qualifications until language proficiency is gained and entry requirements for individual subjects are met.

# ATTENDANCE, BEHAVIOUR, UNIFORM AND COURSE COMPLETION

- 1. School uniform must be worn by students in Years 9 13. Students are expected to wear their uniform with pride and in accordance with the College's Uniform Code.
- 2. During Mufti Days, students must maintain good standards of dress and adhere to the College's Mufti Code.
- 3. The Student must attend school regularly, be punctual, complete all academic course work and follow the Tararua College Behaviour Expectations (The Tararua College Way) at school, on the way to and from school and while participating in any school activity outside normal school hours, and follow instructions given by members of staff.
- The Student must not use drugs, alcohol and tobacco at school or after school hours.
- The Homestay rules, and New Zealand laws must be followed.

If the Student fails to comply with the College requirements relating to behaviour, attendance and academic course work, the College will notify the Student's parents, 'Designated Caregiver' and Agent.

If problems remain unresolved, the Student may be stood down or suspended from school under the provisions of the Stand-down, Suspension, Exclusion and Expulsion Rules 1999 of the New Zealand Education Act.

International students at Tararua College have the same rights as domestic students with regards to suspension and exclusion from school. The decision to suspend a student will be made by the Principal on the grounds of gross misconduct or continual disobedience, either inside or outside of school hours. This may necessitate the termination of the contract of enrolment.

Any disciplinary action will be in accordance with the principles of natural justice:

- Student will have adequate notice of a situation that affects them
- Student will ha the opportunity to be heard and respond
- A decision will be made by an unbiased decision maker

The following procedures will be followed:

- The parents, agent and Homestay caregivers will be informed of the student's behaviour
- Where the Principal's decision is to suspend the student, the case will be referred to the Board of Trustees
- The student has the right to attend any hearing with a support person/s and to be represented

Please click on this link to view the Ministry of Education's guidelines for disciplinary action.

http://www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/#standdowns

#### **CYBER SAFETY**

Cyber bullying is deemed as a criminal act under New Zealand law.

At all times, text bullying, taking videos and/or photos and posting them on Facebook or any social network, for example Facebook or any other website, is considered misuse of a device. If this occurs during school time caregivers/homestay parents will be brought in. The incident will be treated seriously, and may involve the Board of Trustees and Police, where necessary.

Any misuse which occurs out of school hours, and involves members of the school community or the school itself, will be handed over to the police. If the misuse brings the school into disrepute it will also be considered as a school disciplinary issue.

Students should not download any files such as music, videos, games or programmes. This makes Sure the school complies with the Copyright (Infringing File Sharing) Amendment Act 2011. Students may not connect a device to the school network without a supervising teacher's permission. Students will accept responsibility for any costs or fines that occur as a result of his/her illegal downloading from the internet at the Homestay or any other place.

## STUDENT TRAVEL

International students may travel out of Palmerston North with their host family or an approved organisation, but all travel plans must be discussed with the International Director. All trips and holiday plans must be approved by the International Dean and parents.

#### **VEHICLE DRIVING**

Students are not permitted to drive vehicles while enrolled at Tararua College as an international student.

#### **CONTACT DETAILS**

Students are not allowed to leave the Homestay to live at another address without the permission of the College and written permission from the parents. The Student must inform the International Dean if contact details or residential address has changed for their Homestay family.

#### **IMMIGRATION**

Student Visa/Permit applications and renewals are the responsibility of the Student's parents. The International Dean will assist with this process if requested.

#### **INSURANCE**

Students are required to take out a comprehensive insurance that covers the following:

- a) the student's travel
  - i. to and from New Zealand: and
  - ii. within New Zealand: and
  - iii. if the travel is part to the course, outside New Zealand; and
- b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- c) repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or repatriation; and
- d) death of the student, including cover of
  - i. travel costs of family members to and from New Zealand; and
  - ii.
- e) funeral expenses

# **GRIEVANCE PROCEDURES**

The Student must notify the College if he/she is not happy or has concerns so that the concerns can be resolved. Examples of issues that may arise are Homestay problems, attitude of teachers and/or other students towards the student, academic studies, health, relationship with 'Designated Caregiver' or other concerns.

If the Student believes the school has breached the 'Code of Practice' and the matter has not been settled/resolved following the school's internal procedures, the Student may bring the matter to the New Zealand Qualifications Authority (NZQA) who will process the complaint under the provisions of the 'International Student Contract Dispute Resolution Scheme' (DRS).

Details of the DRS and the approved provider, Fairway Limited, can be accessed through the following links:

DRS - http://www.legislation.govt.nz/regulation/public/2016/0042/latest/DLM6748715.html?src=qs Fairway Limited http://www.fairwayresolution.com/students-complaints

# **COMMENCEMENT OF STUDY**

The Student will begin study at Tararua College following:

- return of the completed enrolment application
- · payment of fees
- sending Tararua College a translated copy of the Insurance Policy
- issuing of a Student Visa/Permit
- confirmation of Homestay arrangements

I give permission for this student's website and the school's official so	•	ol publication Yes	s, newspapers, school No
I give permission for photos of this school's website and social media	• • • • • • • • • • • • • • • • • • • •	oublications, r Yes	newspapers and the No
Student name	Student signature	Date	
Parent name	Parent signature	Date	
Agent name	Agent signature	Date	

# **SECTION 3**

# **HEALTH AND PERMISSION**

This section must be completed by the Student's parent

PART A – HEALTH		
Student Family Name	First Name	
IMMUNISATION All students should have completed their Chil commencing study at a secondary school in N	_	
A copy of the student's immunisation reco		
Please tick the vaccinations the student has on MMR (Measles, Mumps, Rubella) O Polio (oral O Diphtheria/Pertussis –year last vaccinated	vaccine) O Tetanus – year last vaccinated	
<b>MEDICATION</b> Is the student on any medication? If yes, it will be assumed the Student will be carrying all administration.	○ Yes ○ No If the appropriate medication and is competent in its	
Time(s)to be	Condition Medication is for	
Medic Alert No:		
Doctor's name in home country	Doctor's phone number	
Doctor's email		
Is a plan required for the administration of medica If Yes, please specify	ation and are there any other health issues? OYes C	ONo
Does the Student suffer from any allergies, disabilityes, please specify	lity, eating disorders or medical conditions? O Yes	ONo
• •	ition or special medication or learning needs O Yes or loss, vision impairment, loss of motor skills, ADHD, dysle	
Would the Student be limited, in any way, in taking part and School Approved Organisations?  If Yes, please specify	t safely in any trips and/or activities organised by the scho	
Is the Student allergic to penicillin?  If Yes, please specify	O Yes O	)No
Has the Student been in contact with a contagious or in If Yes, please specify		)No
Does the student have any special dietary requirements If Yes, please specify		)No
Is there other information the staff should know to ensu If Yes, please specify	re the physical/emotional safety of the student?  O Yes O	No

# **PART B - PERMISSION**

- I give permission for an authorised Tararua College staff member to administer PARACETEMOL to my son/daughter when needed.
- I give permission for my son/daughter to attend trips organised by the school and school approved organisations.
- I agree that my son/daughter will abide by the school rules while on any trip, including rules regarding the use of cell phones, as established by the teacher in charge.
- I agree that my son/daughter will follow instructions given to them by the staff in charge.
- I give consent for my son/daughter to undertake all trip activities.
- I agree that my son/daughter will have all necessary clothing and equipment required for any trips, including sun protection.
- I understand that the school does not accept responsibility for loss or damage to personal property.
- I give staff the authority to arrange and administer if necessary, any medical treatment. This includes
  giving authority for my son/daughter in staff care to receive any emergency treatment, including an
  anaesthetic or blood transfusion, that is considered necessary by medical authorities in the event of
  an incident.
- I give staff in charge, the authority to arrange any traval for the Student to their Homestay, at my expense should it be required for reasons of ill health.
- I understand that there are risks associated with involvement in any organised trips and events and that these risks cannot be completely eliminated.
- I give permission for the College to take such action as it decides is necessary for the treatment of my son/daughter in an accident or emergency, and agree to meet any costs incurred.

The above information in both Part A - Health and Part B - Permission of Section 3, Health and
Permission is true and accurate and I agree to the conditions of trips organised by the school,
and school approved organisations.

Parent Name	_Parent signature	_Date

Every International Student is required to live family unless the Student is living with a parer	· · · ·	· ·
STUDENT DETAILS		
Family Name	_First Name	
Date of Birth	Gender	· · · · · · · · · · · · · · · · · · ·
Nationality	_Religion	
HOMESTAY DETAILS		
Who usually lives with you at home?(e.g.	mother, father, brothers, siste	rs, grandparents etc.)
Do you have any medical problems or alle If Yes, please explain	ergies?	Please tick one O Yes ONo
Are you on any medication? If Yes, please explain		Please tick one O Yes ONo
Is there any food you cannot eat, or do you If Yes, please explain	have any special dietary needs	? Please tick one O Yes ONo
Are there any pets/animals that you would person your Homestay? If Yes, please explain	orefer NOT to have in	Please tick one O Yes ONo
Are there any cultural or religious practices should know about? If Yes, please explain	your Homestay family	Please tick one O Yes ONo
What are your hobbies/interests? (e.g. spor	,	
Please provide any other information that w	ill help us choose the best Hom	estay for you:

#### **HOMESTAY CONTRACT**

- 1. Tararua College ensures that the Student's accommodation is safe, in an acceptable condition, and meets all regulatory and legislative requirements.
- 2. Tararua College ensures that an appropriate safety check has been completed for the Residential Caregiver and all occupants over the age of 18 residing in the home.
- 3. Tararua College will conduct quarterly interviews and home visits to monitor and review the quality of residential care.
- 4. Fees for the Student's Homestay accomodation are paid in advance directly to Tararua College prior to the Student's start date.
- 5. If the student moves Homestay, it is expected that a mínimum of two weeks' notice is given; failure to do so may result in a payment of two weeks Homestay fee in lieu of notice.
- 6. The Student will not leave the Homestay to live at another address without the permission of the College and written permission from the Parents.
- 7. If the student is away from the Homestay for the summer holidays and their room is left as it is with their belongings, a Retainer Payment of \$50 per week will be paid to the homestay. If the Homestay family uses the room while the Student is away during the summer holidays, a one-off fee of \$50 will be paid to the Homestay family for storing the Student's personal belongings.
- 8. Tararua College agrees to maintain effective communication with the Student and parents when accommodation issues arise. The College will be the mediator in any disagreement between the Student and the Homestay parents.
- 9. The Student must notify the International Dean immediately if they are not happy or have concerns relating to the Homestay situation.
- 10. All details of the Student's Medical Conditions or health issues that might affect the Student during their enrolment have been declared. In the interest of the personal welfare of the Student, the College may communicate personal information relating to the history, safety and wellbeing of the Student to the Homestay parents.
- 11. Good behaviour from the Student is expected whilst in New Zealand. Unacceptable behaviour on the part of the Student in the Homestay may lead to the termination of the Student's enrolment at Tararua College.
- 12. The Student must comply with Homestay rules as discussed and agreed with the Homestay family.
- 13. The Student must inform the Homestay family of their whereabouts at all times.
- 14. The Student is expected to offer to help with Homestay family routines and join in with Homestay family activities as appropriate.
- 15. The student may not make any national or international telephone calls from the Homestay premises unless the charges are reversed. If any such calls are made, the Student must reimburse the Homestay for any costs.
- 16. All internet use will be by agreement with the Student and the Homestay parents.
- 17. The Student will pay for their own personal products and personal costs associated with any trips.
- 18. Sleepovers are not allowed but with permission from the International Dean, it may be considered. The College reserves the right to decline sleepover requests.

Student name	Student signature	Date	
Parent name	Parent signature	Date	

#### **SECTION 5** PRIVACY OF INFORMATION AND AGREEMENT

# **PART A - PRIVACY OF INFORMATION**

The College follows the Information Privacy Principles in the Privacy Act 1993 relating to the collection, storage use and disclosure of personal information.

I confirm I have been advised by Tararua College that the information I provide will be used for:

Student records

Financial purposes for the College NZ Qualifications Authority examination information Special Education Services I accept that this information may later be used for statistical and/or research purposes and agree to its use for that purpose, provided that if the information is published in any way it will not identify the Student. I understand that the information that I provide will be held at Tararua College and that provided I give reasonable notice, I have the right to Access this information.

#### **SECTION 6 DISCIPLINARY ACTION**

# School may take appropriate Disciplinary Action

- The principal may take appropriate disciplinary action in response to the conduct or behaviour of the student.
- 2) Appropriate disciplinary action includes stand down, suspending or excluding the student and terminating the contract of enrolment.
- 3) The principal of the school may take appropriate disciplinary action whether or not the conduct or behaviour occurred while the student was under the supervision or control of the school, if satisfied on reasonable grounds that:
  - a. the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the school;
  - b. because of the student's conduct or behaviour, it is likely that the student, or other students at the school, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
  - c. the student's conduct or behaviour is in breach of the school rules (including the school's code of student conduct), the accommodation agreement or designated caregiver agreement, or this contract of enrolment, and one or more of the following applies.
    - The breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the school is responsible under the Education(Pastoral Care of International Students) Code of Practice 2016;
    - ii The breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.
- 4) The provisions in Schedule 1 (relating to stand-down), or Schedule 2 (relating to suspension) will apply if the student has been stood down or suspended, as the case may be.

# School's obligations when taking disciplinary action

- 5) A principal who wants a student to absent himself or herself from school for disciplinary reasons, or who wants a parent to remove a student from school for disciplinary reasons, may bring about the absence or the removal only by standing-down or suspending the student under this contract.
- 6) In making decisions on appropriate disciplinary action the principal and e board will as far as practicable ensure that any such disciplinary action:
  - a) Is proportionate to the seriousness of the behaviour of the student; and
  - b) Minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
  - c) Is dealt with in accordance with the principles of natural justice.
- 7) If the student is stood-down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
- 8) If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
- 9) The programme referred to in clause 6 will as for as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

#### **Provisions for stand-down**

## Notice requirements

- 1. Immediately after a student is stood-down, the principal will tell a parent or legal guardian and the residential caregiver of the student—
  - (a) that the student has been stood-down; and
  - (b) the reasons for the principal's decision; and
  - (c) the period for which the student has been stood-down.

# Stand-down period

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

# Student attendance while student on stand-down

- 3. If a student has been stood-down, then the student does not have to, and is not permitted to, attend the school while stood-down, however—
  - (a) the principal may require the student to attend the school if the principal reasonably considers the student's attendance is appropriate:
  - (b) the principal may allow the student to attend the school if the student's parents request that the student be permitted to attend the school and the principal considers the request is reasonable:

# Board meeting concerning stand-down

- 4. A principal who has stood-down a student may arrange a stand-down meeting.
- 5. A principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—
  - (a) will arrange a meeting; and
  - (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.
- 6. As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—
  - (a) ensure that the stand-down is withdrawn; and
  - (b) ensure that the student, and anyone told of the stand-down under paragraph

    1. is told that the stand-down has been withdrawn.

# **Provisions for suspension**

# Notice requirements for suspending a student

- 1. If the student has been suspended then the principal will, immediately after the student is suspended, tell the board, a parent or legal guardian and the residential caregiver (if any) of the student—
  - (a) that the student has been suspended; and
  - (b) the reasons for the principal's decision.

# Student attendance while on suspension

- 2. If the student has been suspended, then the student does not have to, and is not permitted to, attend the school while suspended, however -
  - (a) the principal may allow the student to attend the school if the principal reasonably considers the student's attendance is appropriate:

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

# Board meeting concerning suspension

- 3. If the student has been suspended, the student, the student's parents or legal guardian, and their representatives are entitled to attend a meeting of the board and speak at that meeting, and to have their views considered by the board before it decides whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment.
- 4. The board will ensure that a student who has been suspended, and the student's parents or legal guardians are given the following as soon as practicable after the suspension:
  - (a) written notice of the time and place of the suspension meeting; and
  - (b) written information about the options available to the board under paragraph 3 to deal with the suspension at the suspension meeting.
- 5. The board will ensure that the following material is given (in writing) to the student and the student's parents or legal guardian within the time specified in paragraph 6:
  - (a) information on the procedures the board follows at suspension meetings; and
  - (b) advice that the student and the student's parents, legal guardians or representative may attend the meeting and speak at it about the suspension; and
  - (c) information contained in the following material that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
    - (i) the principal's report to the board on the suspension; and
    - (ii) any other material about the suspension to be presented by the principal or the board at the meeting.
- 6. The material referred to in paragraph 5 must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

# Adjournments to consider new information

- 7. The board will adjourn a suspension meeting if the student, a parent or legal guardian of the student, or any member of the board asks the board to do so if the person making the request needs time to consider new information, being any information—
  - (a) that is referred to at the suspension meeting; and
  - (b) that is either—
    - (i) information that was not given, under paragraph 5, to the person making the request; or
    - (ii) information that is new to the person making the request for some other reason.
- 8. In deciding on the period of the adjournment, the board must have regard to the amount of time that the person making the request needs, in that person's particular circumstances, to consider the information.

# Board's decision at suspension meeting

- 9. Before deciding at a suspension meeting whether to lift or extend the suspension or exclude the student and terminate the contract of enrolment, the board must—
  - (a) have due regard for all of the circumstance relevant to the suspension; and
  - (b) consider each option available to it.
- 10. The board may—
  - (a) require the principal, the student, the student's parents or legal guardian, any representative of the student, and any representative of the parents or legal guardian to withdraw from the meeting while the board makes its decision; or
  - (b) ask the principal, the student, the student's parents or legal guardian, and any representatives of the student and the parents or legal guardian to stay at the meeting while the board makes its decision.
- 11. Before making its decision, the board may try to get all the parties at the meeting to agree on what the decision should be.
- 12. The board must record its decision, and the reasons for it, in writing.

# Board's powers when student suspended

- 13. If a student has been suspended, the board may—
  - (a) lift the suspension at any time before it expires, either unconditionally or subject to any reasonable conditions the board wants to make:
  - (b) extend the suspension conditionally for a reasonable period determined by the board when extending the suspension, in which case paragraph 14 applies:
  - (c) if the circumstances of the case justify the most serious response, exclude the student from the school and terminate the contract of enrolment.
- 14. If the board extends a suspension conditionally, the board may impose reasonable conditions aimed at facilitating the return of the student to school and will take appropriate steps to facilitate the return of the student to school.
- 15. If a student fails to comply with any condition imposed under this paragraph in respect of the lifting or extension of the suspension, the principal may request the board to reconsider the matter and the board may confirm or reverse its earlier decisions or may modify its earlier decisions by taking any action specified in paragraph 13 (a) to (c).
- 16. If the board has not sooner lifted or extended the suspension or excluded the student under paragraph 13(c) and terminated the contract of enrolment, the suspension ceases to have effect—
  - (a) at the close of the 7th school day after the day of the suspension; or
  - (b) if the suspension occurs within 7 school days before the end of a term, at the close of the 10th calendar day after the day of the suspension.

# Extended suspension

17. The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on

- whether the student is meeting the conditions imposed and progressing with any educational programme provided.
- 18. The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

# Student failing to comply with conditions

- 19. If the board agrees to a request made by the principal under paragraph 15, the board must hold a reconsideration meeting about the student's case.
- 20. The meeting must be held—
  - (a) within 7 school days of the request; or
  - (b) if the request is made within 7 school days of the end of term, within 10 calendar days of the request.

# Information about reconsideration meeting

- 21. If the principal makes a request under paragraph 15 that the board reconsider the suspension then the board will ensure that the student, and a parent or legal guardian of the student is given written notice of the time and place of the reconsideration meeting as soon as practicable after the board decides to hold the meeting.
- 22. The board will ensure that the following material is given, in writing, to the student and the parent within the time described in paragraph 23:
  - (a) information on the procedures the board follows at reconsideration meetings; and
  - (b) advice that the student, a parent or guardian or representative may attend the meeting and speak at it about the reconsideration of the suspension; and
  - (c) information that, in the board's opinion, it would have no ground to withhold if the student made a request under the Privacy Act 1993 for:
    - (i) the principal's report to the board on the reconsideration of the suspension; and
    - (ii) any other material about the reconsideration of the suspension to be presented by the principal or the board at the meeting.
- 23. The material must be given to the student and the parent at a time that enables it to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

#### REFUND OF INTERNATIONAL STUDENT FEE GUIDELINES

The refund guidelines for fees of international students will be based on Section 4B (7) of the Education (No 4) Amendment Act 1989, and clauses 29 and 30 of the Code of Practice.

International fee paying students pay their tuition fees in advance. The Principal will act as the representative of the Board of Trustees in establishing the circumstances and the level of the fees to be refunded and the Principal's decision is final.

- If a student commences study and withdraws from the school for the period covered in the Offer of Place:
  - a) All homestay fees held on behalf of the student will be refunded, less 2 weeks (official notification period).
  - b) The administration fee will not be refunded.
  - c) The tuition fee will not be refunded except in exceptional circumstances, as in Section 3.
- 2. For the request of refund of Tuition Fees, the following will be taken into consideration before any refund is given:
  - a) Date of withdrawal.
  - b) The exceptional circumstance(s).
  - c) Any expenses incurred by the school.
  - d) An administration charge of \$500.00 will be deducted.
  - e) Any outstanding costs owed by the student will be deducted.
  - f) Any costs owed to the Ministry of Education by the College will be deducted.
- 3. Examples of exceptional circumstances where refunds may be arranged include:
  - a) Failure to obtain a study visa.
  - b) Serious illness of the student.
  - c) Death or serious illness of a family member.
  - d) Tararua College ceasing to provide a course of educational instruction as contracted with a student, whether it stops of its own accord or as required by an education quality assurance agency.
  - e) Tararua College ceases to be a signatory of the Code of Practice.
  - f) Tararua College ceases to be a provider of education.

In a situation outlined in sub clauses 3.d. and 3.e. the College will deal with fees paid for services not delivered or the unused portion of fees paid as follows:

i. Refund the amount in question to the student's parent or legal guardian.

Or

- ii. If directed by the student's parent or legal guardian, or the code administrator or the agency responsable for fee protection mechanisms, transfer the amount to another signatory as agreed with the student's parent or legal guardian.
- 4. If a refund is being applied for exceptional circumstances as in Section 3, the parent must apply in writing to the Principal outlining the circumstances of the claim and proposed date of withdrawal. Supporting documentation will be required when claiming a refund.
- 5. Examples of situations where a refund is highly unlikely to be arranged include:
  - a) A non-specific 'Change of mind' or voluntary withdrawal by the student after arrival
  - b) Student leaves the College as a result of disciplinary procedure
- 6. Any application for a refund of fees, which is not within the criteria above, will be determined by the Board of Trustees on the reccomendation of the Principal.