



ENROLMENT INFORMATION FOR INTERNATIONAL STUDENTS

Welcome to Kirkwood Intermediate School.

Thank you for requesting the Information Package for Enrolment.

International students have been part of our school for many years. We welcome the opportunity to have students from different cultures and believe we provide an excellent learning environment for students from other countries.

In general, we offer places to approximately twenty five students. We ensure that each class has an even distribution of students for whom English is their second language.

Kirkwood Intermediate 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 at:

<http://www.nzqa.govt.nz/studying-in-new-zealand/code-of-practice-for-the-pastoral-care-of-international-students/>

Kirkwood has programme approval from the Code Administrator to enrol students who have come to New Zealand without a parent. This has been a new requirement for schools enrolling students in Year Seven and Year Eight from 1 July 2004.

The International Coordinator, Mrs Alison Xie, is responsible for coordinating the pastoral care of international students. She assists with the pastoral care of international students and communication with parents and caregivers.

ESOL teaching support is available as is first language support and first language counselling where required.

All enrolment enquiries and applications go to the International Coordinator, or to the Principal. Mrs Alison Xie is available to assist with international enrolments.

Her email address is: alisonxie@kirkwood.school.nz.

Procedures for enrolment and orientation of students when they first arrive at Kirkwood are contained in this enrolment pack.

Fee Structure for 2021

The tuition fees set by the Kirkwood Board of Trustees for 2021 are:

\$13,000 (inc GST); or \$4,250 (inc GST) per term.

Kirkwood's refund policy and refund agreement are contained in this enrolment pack.

The Board of Trustees will set the 2022 fees in June 2021.

Other charges you may have to meet include:

- The cost of dental treatment;
- School uniform, stationery, Homestay & bus fee;
- Specialist Support Services, e.g. Speech Therapy, Occupational Therapy, Psychological Services or any other additional learning support;
- Truancy Service in case of prolonged, unexplained periods of absence from school;

Initialed by: _____(parent) _____(student)



- Payment for extra curricular activities such as school excursions, camps, transport for sports etc.
- The cost of any holiday programme will need to be paid by child's parents. This will need to be arranged in advance.

Immigration

Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

If a place is available for you at Kirkwood, you may be offered a place. You will then be required to collect the 'Offer of Place' form for international students, which is required by New Zealand Immigration for the issuing of a student visa or permit.

See Procedures for Enrolling at Kirkwood contained in this information package.

Medical and Travel Insurance:

International students **must** have appropriate and current medical and travel insurance while studying in New Zealand.

- At Kirkwood we require the Medical and Travel Insurance Policy for the student to be New Zealand based (e.g. Southern Cross or Orbit Protect).
- The two policies mentioned above will give medical coverage and cover travel from the time of departure from your home country to arrival home.
- Please check policy details and conditions on their websites.

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 cost 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 <http://www.moh.govt.nz>

- Students from the age of eleven from certain countries, studying in New Zealand for longer than three months, will require full medical examinations/ and or chest x-rays in order to qualify for a visa.

Accident Insurance

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 <http://www.acc.co.nz>.

Orientation Programme

- Students will be provided with an orientation to the Kirkwood programme at the beginning of the school year/term.
- Students will be provided with an orientation pack to help familiarise them with Kirkwood and our city.
- Class teachers will arrange a buddy for an international student and every attempt will be made to ensure they will be placed in a classroom with one other native speaker of their first language.

Pastoral Care of International Students

- Students are monitored regularly to check they are in communication with parents in their home country.
- Students are visited two times per year if living with residential caregivers.
- Students are monitored regularly by the International Coordinator, class teacher and the ESOL teacher.
- Refer to policies in package on accommodation, holiday trip details, complaints and internal grievance procedures.
- Students have an emergency card with phone numbers of the International Coordinator and the school Principal.

Parent Caregiver Meetings

- The International Coordinator will arrange meetings once a term to ensure that our international community at Kirkwood feels informed, valued and has a voice. Translators will be available.
- Parent/caregiver meetings with class teachers are arranged two times per year and upon request.

Circumstances in which Tuition may be terminated

- Failure to comply with school rules.
- Gross misconduct.
- Breach of visa requirements.
- The school reserves the right to cease tuition if it receives false or misleading information on enrolment.
- If tuition ceases the school will notify New Zealand Immigration Service.

RE: INTERNET/COMPUTER NETWORK ACCEPTABLE USE AGREEMENT

Dear parents,

At Kirkwood we can offer our pupils the opportunity to have access to Internet and e-mail facilities. Even though filters are in place, with this access, comes a risk of students accessing, or being exposed to inappropriate and/or offensive material. Part of our teaching strategy will be to guide pupils to appropriate sites and teach them how to react should they be faced with inappropriate material.

We have devised a set of standards for our pupils, outlined below, which we ask you to read and discuss with your child. We then ask you and your child to sign the user agreement and parent permission forms and return them to school as soon as possible (on the back of this page). Pupils who do not return both parts of the form signed will not be able to use the ICT for Internet or e-mail access.

Thank you for your support.

Yours sincerely

Phil Tappenden
Principal

1. SCHOOL INTERNET & E-MAIL RULES

The school ICT network is provided for pupils to conduct research and communicate with others. Access to these services is given to pupils who agree to act in a considerate and responsible manner. Parent permission is required. Access is a privilege - not a right. Access entails responsibility.

- 2 Network storage areas may be treated like school desks. Network administrators may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Users should not expect that files stored on the school server will always be private.
- 3 The following are not permitted:
 - 3.1 sending or displaying offensive messages or pictures;
 - 3.2 using obscene language;
 - 3.3 harassing, insulting or attacking others;
 - 3.4 uploading apps or programs onto a school computer or device;
 - 3.5 violating copyright laws;
 - 3.6 using another's username and/or password;
 - 3.7 trespassing in another's folders, work or files;
 - 3.8 intentionally wasting limited resources;
 - 3.9 employing the network for commercial purposes;
 - 3.10 using any disks from outside the school in school devices;
 - 3.11 publicising home addresses or phone numbers;
 - 3.12 social media including Facebook, Instagram, Twitter and Snapchat.
- 4 All computers and school devices, network equipment and printers are to be treated with respect.
- 5 Violations of the above may result in a loss of access as well as other disciplinary or, possibly legal action.
- 6 Please note that anyone using a device is subject to the provisions of the Crimes Act 1961 Section 216 (intimate visual recording) and the Harmful Digital Communications Act 2015. We suggest you make sure your children are aware of these, and any other relevant legislation.

2. Cell phones - Invisible, Inaudible or In the Office

As with many schools throughout New Zealand, we are being faced with many difficulties with cell phones.

We have had problems with cell phones being stolen or damaged and with pupils' texting threatening or demeaning messages and using phones inappropriately during the school day.

While we don't want to be heavy handed and we understand how important it is for some children to have easy access to a phone, we also don't want our children to be distracted from learning or suffer at the hands of text bullies.

We seek parental support

If a child brings a cell phone to school, they have two options:

- One is to hand it in to the school office before 8.40am (please make sure it is turned off and named) and to collect it at 2:50pm;
- Put it in the classroom deposit box (which is then taken to the office for safety during the day after the 8.40am bell);

If a member of the school staff sights a cell phone between the times a child arrives at school and the time they leave, it will be removed and placed in the school office to be collected by the child at 2:55.

If the same child is seen with a cell phone during school hours again, the cell phone will be removed and the child's parent or caregiver notified before the cell phone is returned.

Students are not allowed to load the school's visitor's network onto their phones without a staff members' permission.

I would ask you to consider and to discuss with your child whether they need to bring a cell phone to school at all. Children are always welcome to use our school phone if they have any major concerns they need to discuss with their parents. We do not let children phone to ask parents to bring things they have forgotten or to discuss social arrangements.

If you still wish your child to bring a cell phone to school, at their own risk, would you please complete and return the permission slip.

3. Bus Code of Conduct

Many pupils who attend Kirkwood Intermediate School catch the bus to and from school frequently. We believe that the way Kirkwood Intermediate students behave in public, especially when wearing our uniform, influences the public perception of our school. We want our students to act in a sensible and safe way and in a manner that is consistent with the school philosophy.

Because of this, we expect Kirkwood Intermediate pupils to:

- 1 cross the road at the traffic lights where available;
- 2 respect the rights of other people when waiting on the footpath;
- 3 respect the safety of everyone around them by acting in a sensible manner;
- 4 when boarding the bus, allow adults to board first, and then board sensibly and in an orderly manner;
- 5 when travelling on the bus, show respect to others by sitting quietly, and by following the rules, for example, no eating or drinking, no shouting, no offensive language and by standing up and offering their seats to adults if adults are standing. I will also put my bag on the floor or on my knees, wait until bus stops before I stand up, walk quietly from the bus when I get off.
- 6 use good manners.

We want our pupils to be well regarded by the public, and we want them to portray our school in a positive light. Therefore, we request that Kirkwood Intermediate pupils adhere to this Code of Conduct in order to safeguard not only the school's reputation, but also all members of the public who are also travelling on the bus.

If any of our students fail to behave in accordance with this Code of Conduct, we will:

- 1 discuss the situation with the pupil(s) concerned and remind them of their obligations;
- 2 if inappropriate behaviours continue, we will contact the pupil's parents and ask for their support, and
- 3 if inappropriate behaviours still continue, we will request the bus company concerned to refuse to provide transport to the pupil who is behaving inappropriately.

4. BYOD (Bring Your Own Device) Agreement – Guidelines/Rules

Pupils and parents participating in BYOD must sign and adhere to the Kirkwood Intermediate School Internet/Computer Network Acceptable Use Agreement **as well** as this BYOD Agreement.

No pupil will be permitted to use personal technology devices unless these two agreements are signed and returned.

Please read carefully and pupils need to initial every statement:

		Initials
1	<i>Pupils take full responsibility for their devices. The school is not responsible for the security of personal technology. Personal devices cannot be left at school before or after the school hours.</i>	
	<i>Pupils must comply with the Internet/Computer Network Acceptable Use Agreement attached</i>	
2	<i>Devices cannot be used during assessments, unless directed by a teacher.</i>	
3	<i>Pupils must immediately comply with teachers' requests to shut down devices or close the screen. Devices must be in silent mode and put away when asked by teachers.</i>	
4	<i>Pupils are not permitted to transmit or post photographic images/videos of any person on school or public and/or social networking sites.</i>	
5	<i>Personal devices must be charged prior to bringing them to school and run off their own batteries while at school.</i>	
6	<i>To ensure appropriate network filters, pupils will only use the BYOD wireless connection in school and will not attempt to bypass the network restrictions by using 3G or 4G network.</i>	
7	<i>The school has the right to collect devices and inspect files on any device brought to school if Kirkwood is reasonably satisfied the BYOD has been used to or is likely to endanger the safety of any person (including psychological safety) or been used to detrimentally affect the learning environment.</i>	
9	<i>It is the owner's responsibility to repair any malfunctioning/damaged devices and that the device has an antivirus program. Kirkwood Intermediate School does not supply technical services for student owned devices.</i>	
10	<i>Pupils should not physically share their personal devices with other pupils.</i>	
11	<i>That the use of personal devices to support educational experience is not a necessity but a privilege. With respect of the rules, this privilege will benefit the learning environment as a whole. Kirkwood Intermediate reserves the right to require that a student not use a BYOD at its sole discretion.</i>	

Note: Please complete this BYOD Policy agreement along with the Policy agreement slip on page 5. This must also be completed in conjunction with the Internet/Email access Policy Agreement.

5. Bicycles

- Pupils cycling to and from school are expected to observe the road rules – hand signals, looking behind, mounting/dismounting, keeping well left etc.
- Each pupil must wear a Standards-approved cycle safety helmet and have a roadworthy bicycle.
- Pupils may not “double” other pupils to school, and may not cycle in the school grounds during school hours, unless it is an organised school event.
- Pupils must place their cycles in the cycle stands.

6. Scooters and Skateboards

- If your child wishes to bring their scooter to school, they must be locked up in the bike stands. They are not to be stored in classrooms or cloakroom areas. We would recommend wearing a helmet when scootering to and from school.

Please read, sign and complete the following agreements:

1

KIRKWOOD INTERMEDIATE INTERNET/E-MAIL AGREEMENT

Student Agreement

As a user of the Kirkwood Intermediate School Network I have read the rules regarding Internet and e-mail access and discussed them with my parent(s)/caregivers. I understand the terms and conditions of use. I am aware that failure to comply with them may result in a loss of access as well as other actions.

Name: (print) _____ Signature: _____ Date: _____

Parent Agreement

I have read the conditions of use for Internet and e-mail access at Kirkwood Intermediate and my child and I have discussed appropriate behaviour. We are aware that there is objectionable and offensive material on the net and accept that it would be impossible for Kirkwood to screen all material.

I accept the terms and conditions of use and give permission for my child to use the Internet at Kirkwood in line with these.

Name: (print) _____ Signature: _____ Date: _____

2

Cell Phones

I give my child _____ permission to bring a cell phone to school at their own risk and understand that it is their responsibility to ensure it is handed into the school office before school begins, or placed in their classed deposit box.

Name of Parent/Caregiver: _____ Signature: _____ Parent/Caregiver

3

Bus, Bicycle, Scooter and Skateboard Code of Conduct - Statement of consent

I consent to comply with the conditions of this Code of Conduct and understand the consequences of any inappropriate behaviour.

Student: _____ (name) _____ (signature)

Parent/Caregiver: _____ (signature) Date: _____

4

BYOD (Bring Your Own Device) Agreement

I understand and will abide by the BYOD policy and guidelines. I further understand that any violation is unethical and may result in the loss of my technology privileges as well as other disciplinary action.

Student's Name: _____ Signature: _____

Parent/Guardian: All devices brought to school are my child's responsibility and the insurance for the device is my responsibility.

Parent/Guardian Name: _____ Signature: _____

Student Device: _____ (Make and model of device)

NB: It is recommended that you read the protocols for BYOD. You will find them on the school website (www.kirkwood.school.nz) under Our School>Policies>NAG 5 Health & Safety>5304 Internet & Email Use Protocol>BYOD Protocols

Initialed by: _____ (parent) _____ (student)





INTERNATIONAL STUDENT APPLICATION FORM AND CONTRACT OF ENROLMENT FOR KIRKWOOD INTERMEDIATE SCHOOL

PART ONE:

Notes:

1. 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 homestays, teachers and courses. Where information is included relating to health issues or learning needs, disclosure of this information will not automatically disqualify the Student from Enrolment. However, failure to disclose information or providing misleading information may result in the withdrawal of an Offer of Place or termination of a Contract of Enrolment.
2. The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school, unless they are accommodated in a school hostel. 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 place or the summary termination of a contract of enrolment.

Student Details (Name must be as it appears on your passport)	
Family name:	
First name:	Date of birth:
Preferred name:	<input type="checkbox"/> Female <input type="checkbox"/> Male
Email:	
Address: (In home country)	
First language:	Country of citizenship:
Passport number:	Expiry date:
Intended start date:	Intended end date:

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

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

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

Title: Mrs Miss Ms Mr Dr

Family name: _____ Date of birth: _____

First name: _____

Street address: _____

Postal address: _____

Home phone: _____ Mobile: _____ Email: _____

First language: _____ Country of citizenship: _____

Passport number: _____ Expiry date: _____

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

Contact's name: _____

Relationship to the student: _____

Mobile phone: _____

Home phone: _____

Email address: _____

Agent Information (If using an agent)

Agency name: _____

Agent name: _____

Agent email address: _____ Phone: _____

Medical Information

Name of doctor (in home country): _____

Phone number of doctor: _____

Please declare any previous physical or mental health illness or problems that may affect the student's enrolment.

Date of illness: _____

Please provide details (attach additional pages if required).

Please tick the appropriate box if you suffer from or have suffered from any of the following medical conditions:

- | | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Back/Neck problems | <input type="checkbox"/> Glandular Fever | <input type="checkbox"/> Allergy to bee/wasp stings | <input type="checkbox"/> Migraines |
| <input type="checkbox"/> HIV or AIDS | <input type="checkbox"/> Diabetes | <input type="checkbox"/> Hepatitis A, B or C | <input type="checkbox"/> Depression/Anxiety | <input type="checkbox"/> Heart Condition |
| <input type="checkbox"/> Tuberculosis | <input type="checkbox"/> ADD/ADHD | <input type="checkbox"/> Allergies | <input type="checkbox"/> Food Allergies | <input type="checkbox"/> Eating Disorder |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Mobility issues | <input type="checkbox"/> Behavioural Difficulties | <input type="checkbox"/> Learning Difficulties | <input type="checkbox"/> Mental Illness |
| <input type="checkbox"/> Other, please state: _____ | | | | |

Does the student have any medical implants (such as metal implants) that may affect receiving medical treatment while in New Zealand?

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

Is the student currently on any medication?

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

Please note: If you suffer from conditions requiring medication, it is advisable to bring your own medication to New Zealand. You will be required to notify the school regarding any medications that you bring with you.

Is there anything further regarding the health of the student that the school needs to be aware of in enrolling and supporting the student as an international student?

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

Do you consent to the school providing over-the-counter medication *such as acetaminophen, paracetamol or ibuprofen?

Yes No
If 'No' please specify what medications you do not want the Student to receive:

Learning Information

How many years of schooling not including pre-school education has the student had?

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).

General Details

Has the student previously applied for entry to the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when?	
Has the student ever had a family member or relative enrolled at the school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:	Year attended:
Has the student previously studied at any other NZ school?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state the name of the school:	Dates:
How many years has the student studied English?	[] Months [] Years
Please indicate the students' level of English:	<input type="checkbox"/> Complete beginner <input type="checkbox"/> Able to hold simple conversations <input type="checkbox"/> Able to understand enough to know what is going on in the classroom
Do the student's parents speak or read English?	Speak <input type="checkbox"/> Yes <input type="checkbox"/> No Read <input type="checkbox"/> Yes <input type="checkbox"/> No

Accommodation Requirements:

NOTE: The Education (Pastoral Care of International Students) Code of Practice 2016 requires that all students under 10 years of age must live with a parent or legal guardian in New Zealand while enrolled at a school unless they are accommodated in a school hostel.

The student will live with a Residential caregiver: (Please select the type of residential caregiver the student will live with)

School hostel Homestay Designated caregiver (relative or family friend)

OR

The student will live with: Parent or legal guardian

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

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

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

Initialed by: _____(parent) _____(student)



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

If living with a host family, please provide a brief letter introducing the student to the host family and attach the letter to this application

Designated Caregiver Details (If the student is staying with a relative or close family friend)

Name of caregiver:

Address (in NZ):

Home phone:

Mobile:

Email:

Relationship to student:

Insurance Details

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

NOTE: If you are purchasing your own insurance for the student, you must provide an English copy of the policy and certificate to the school on or before the students first day of school.

PART TWO:

THE TERMS AND CONDITIONS APPENDED 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

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

Accommodation means the residential accommodation provided to the Student.

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

Act means the Education Act 1989.

Agreement means this Agreement including any schedules.

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

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

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

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

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

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

Homestay has the meaning as set out in the Code.

Legal Guardian means the person or persons who is legally the guardian of the Student in their home country and has the legal

right to make decisions about their care, education and well-being. It can include parents, where they have the right to make decisions for the Student.

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

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

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

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

School Hostel has the meaning as set out in the Code.

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

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

Tuition means the education of the Student at the School.

Period of Enrolment means any period for which Fees are paid and for the purpose of this Agreement the enrolment of the Student begins on the course start date stated in the Student's Offer of Place and ends on the course end date stated in the Student's Offer of Place, or on such earlier date as the parties agree or the School terminates the Agreement pursuant to clause 26 or 28 of the Agreement.

Preliminary Provisions

2. The Agreement is declared to be a Contract of Enrolment in terms of section 2 of the Act.

Initialled by: _____(parent) _____(student)



3. The School shall provide Tuition to the Student in accordance with school policies, the Code, the Act and any other applicable laws, in return for the payment of the Fee.

Terms of Agreement

4. Unless otherwise agreed in writing between the parties, the School's responsibility for the Student 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/Legal Guardians and that the School will have no legal or moral responsibility for what occurs during this period unless otherwise agreed in writing.
5. Except in the circumstances described in clauses 6, 7 and 8, the conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Enrolment. The Agreement may be renewed on application to the School in writing. Renewal of this Agreement is at the sole and absolute discretion of the School and is subject to satisfactory performance and attendance by the Student, the School making an Offer of Place for a further Period of Enrolment and the payment of Fees. For avoidance of doubt, should this Agreement be renewed the Period of Enrolment for the renewed term shall be that stated in the Offer of Place issued by the School to the Student in respect of the renewed term.
6. The School is not responsible for the Student if the Student chooses to leave New Zealand during the Period of Enrolment. Should the Student leave New Zealand during the Period of Enrolment other than as part of a School organised trip the School's responsibility for the Student shall cease upon the Student's departure and resume upon the Student returning to New Zealand.
7. This Agreement is deemed to be written 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.
8. The School is not responsible for the Student's day-to-day care where the Student is in the custody of a person approved by the Parent or Legal Guardian as part of a handover of care arrangement in accordance with the Code.
9. During the Period of Enrolment the Student must keep the School reasonably informed of his or her whereabouts including without limitation if the Student intends to leave New Zealand during the Period of Enrolment.

Accommodation

10. The Parents 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 unless the Student is accommodated in a School Hostel. For the avoidance of doubt, students aged 10 years and over may live with a Residential Caregiver.
11. The Parents agree that no changes to accommodation arrangements will be made whatsoever 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 and, where applicable, an Accommodation Agreement or Designated Caregiver Agreement being entered into by all relevant parties.

13. For students not living with the Parents, the Parents irrevocably authorise the principal of the School to advise the Residential Caregiver (whether or not arranged through the school) of all matters and information required to be provided to the Parents and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents.

Immigration and Insurance

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

Fees

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

Information, Warranties and Acknowledgements

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

20. The Parents confirm that:

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

Initialed by: _____(parent) _____(student)

21. The Parents acknowledge that:

- (a) The School may obtain at any time from any person or entity any information it requires to process and/or accept the Student for admission to the School or to perform or complete any of the other purposes under this Agreement. The Parents 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 Students admission to the School, the School may be unable to process the Student's application.
- (c) This Agreement is conditional at all times on the Student having accommodation in New Zealand which complies with the Code. If this condition is unable to remain fulfilled, than this Agreement will be at an end.
- (d) Personal information of the Student and/or Parents collected or held by the School is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the School and Accommodation.
- (e) The Parents agree that where the Student lives in a School approved Homestay, this Agreement is subject to an Accommodation Agreement being entered into by the School and the Parents. Where the Student lives with a Designated Caregiver, this Agreement is subject to a Designated Caregiver Agreement being entered into by the School, the Parents and the Designated Caregiver. In either case, a breach by the Student of the Accommodation Agreement or of the Designated Caregiver Agreement will be deemed to be a breach of this Agreement.
- (f) All personal information provided to the School is collected and will be held by the School.
- (g) The Student and Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.
- (h) Under the Privacy Act 1993, any information collected may be provided to education authorities.
- (i) Information relating to the education, health, welfare or safety of the Student, may be released to relevant parties outside the School, at the discretion of the School.
- (j) Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School unless otherwise agreed in writing by the parties.

Consent

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

- (a) Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical, financial, educational or welfare information;
- (b) Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Parents.

23. Where the Student lives with the Parents, the School shall seek specific written consent 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.

24. Where the Student is in the care of a Residential Caregiver, the School shall seek specific written consent of the Parents before the Student participates in any activity either organised by the School or by another party which are considered to be adventure activities or extreme sports or are activities that are organised by the School and require the Student to stay away from their regular accommodation overnight.

25. Where the Student is in the care of a Residential Caregiver, except in the circumstances described in clause 24, this agreement is deemed to be written consent of the Parents for any activity organised and/or supervised by the School, including trips and physical activities, regardless of whether consent is sought from domestic students in relation to the same activity.

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

Conduct, Discipline and Termination

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

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

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

- (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
- (b) Any breach of the Code of Student Conduct by the Student;
- (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
- (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
- (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
- (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 20 of this Agreement;

Initialed by: _____(parent) _____(student)

- (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
30. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.
39. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email, facsimile transmission or through an internet service set up for that purpose.
40. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School Policies.

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 in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:
- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
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 deemed 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 deemed to have been received 12 hours after it has been sent.
35. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the 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.
36. The School shall at all times comply with the Health and Safety at Work Act 2015.
37. 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 prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

Initialed by: _____(parent) _____(student)

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 Students 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.

SIGNING

Parents/Legal Guardians

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

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

Initialed by: _____(parent) _____(student)



KIRKWOOD INTERMEDIATE SCHOOL
SCHOOL COMMUNITY CODE OF CONDUCT
(Schedule One)

At Kirkwood Intermediate School, we believe that it is important that we embrace and continually foster a nurturing, caring and safe environment for our students, staff, whanau and school community. Our school is about promoting an inclusive environment that is student-centred, so that each child can truly grow and develop as a person during their time at our school.

Together we can demonstrate the importance of these values to our children, by building a culture that is premised on trust between all of the following groups within our school community:

- Board of Trustee members
- Management staff
- Teaching and Support staff
- Parents/caregivers/whanau
- Students

At Kirkwood Intermediate School, as a community of learners, we encourage and embrace a model of reciprocal trust¹ for all our members. For our school this means that we value and promote the following inter-related elements that we believe will enable a trusting community of learners to be realised in practice:

- **Risk-taking**

A willingness to take risks and foster it in others is encouraged at Kirkwood.

- **Confidence**

At Kirkwood we want all of our community members to feel confident that they are in a context that enables them to be able to take risks.

- **Wellbeing**

It is important that all of our community members believe that their wellbeing, or something they care about will not be harmed in any way.

- **Reliability**

We believe that it is important at our school that everyone is consistent in their behaviour so we know what we can expect from others.

- **Competence**

At our school, because we believe in working collaboratively and have a desire to foster interdependence, it is important that all groups of people act in a competent manner in their respective roles.

- **Honesty**

We value honesty and therefore have an expectation within our school community that everyone is truthful (from that person's perspective at least) and that commitments about future actions will be kept.

- **Openness**

We aspire to an openness in which any relevant information is shared openly with all interested parties. Furthermore, at our school we promote an environment where everyone can share information without fear of negative reprisals.

SUMMARY

At Kirkwood Intermediate School we embrace ideals of an inclusive learning community for all members. We do this through being explicit about our values in relation to building a trusting community of learners. We believe that through the development of reciprocal trust within our school community, our students will enjoy the most optimal context for learning.

¹This document is based on material drawn from the following article: Tschannen-Moran, M. & Hoy, W.K. (2002). A multidisciplinary analysis of the nature, meaning and measurement of trust, *Review of Educational Research*. 70, (4), 547-593. (see Appendix One).

Initialed by: _____(parent) _____(student)

Disciplinary Policy (Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of 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 disciplinary process.
3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student and the Parents will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

8. When the School is conducting a disciplinary process involving the Student it will endeavour to provide the Student and the Parents with the following:
 - (a) a written summary of the Allegation or the Proposed Action;
 - (b) an opportunity to respond to the Allegation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Allegation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Allegation or the Proposed Action) before giving a response;
 - (d) an opportunity to hear from the Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
 - (d) an opportunity to have an independent support person of the Parents choice present at any meeting relating to the disciplinary process;
 - (e) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the process in his or her own language) during any meeting or process if the School or the Parents 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 and the Parents have when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

Initialled by: _____(parent) _____(student)

9. 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 response, the School will notify the Student and the Parents of the Allegation and will provide them with an opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Parents and the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the Allegation.
11. When the School makes a decision about the Allegation it will advise the Student and Parent, in writing if possible, about its conclusion as to what happened and whether it amounts to a breach of the Agreement.

Stage Two: Outcome Discussion

12. If the School determines that a breach of the Agreement has occurred, it will advise the Student and Parent of the possible disciplinary actions that it will consider taking in response to the breach and will provide the Student and Parents with an opportunity to give a response.
13. Where appropriate, having regard to the seriousness of the breach, the Student and Parent will have the opportunity to respond either in person or in writing or both, at the choice of the Parents. The School will receive this response and give it genuine consideration before making a decision about the disciplinary action to be taken.
14. When the School makes a decision about the disciplinary action that it will take in response to the breach it will advise the Student and Parents of its decision, in writing if possible. The disciplinary 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.

Initialed by: _____(parent) _____(student)

Refund Policy

(Schedule Three)

Request for a refund of international student fees

1. 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.
2. A request for a refund should provide the following information to the School:
 - a) The name of the student
 - b) The circumstances of the request
 - c) The amount of refund requested
 - d) The name of the person requesting the refund
 - e) The name of the person who paid the fees
 - f) The bank account details to receive any eligible refund
 - g) Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
 - a) **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, cannot be refunded.
 - b) **Insurance:** Once insurance is purchased, the school is unable to refund insurance premiums paid on behalf of the Student. Students and families may apply directly to an insurance company for a refund of premiums paid.
 - c) **Homestay Placement Fee:** Homestay placement fees meet the cost of processing a request for homestay accommodation by the Student. Costs incurred for arranging homestay accommodation for the Student prior to the refund request, cannot be refunded.
 - d) **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
 - e) **Homestay Fees:** No refund will be given if the Student chooses to holiday away from their homestay for any period of less than two weeks (including two weeks) during the year. If the Student is away for a period longer than two weeks and wishes to return to the same homestay family, then a 50% holding fee of the usual weekly homestay fee will be required for each additional week. Please note, this policy does not apply to the Student who is away during the Christmas Holiday period.
 - f) **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.
 - g) **Outstanding Activity 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.

Request for a refund for failure to obtain a study visa

4. If the Student fails to obtain an appropriate study visa, a refund of international student tuition fees will be provided less any Administration Fee that has been paid.

Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

Initialed by: _____(parent) _____(student)



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Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment

6. If the Student withdraws on or after the start date of their enrolment, reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

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

7. 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.

Where the Student's enrolment is ended by the School

8. In the event the 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
 - Ten weeks tuition fee
 - Any other reasonable costs that the school has incurred in ending the student's enrolment

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

9. If the Student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Where the Student voluntarily requests to transfer to another signatory

10. If the 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. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Request for a refund of homestay fees

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. Where a student moves from a school homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this policy.

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

13. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded into a nominated bank account.

Outstanding activity fees or other fees

14. Any activity or other fees incurred by the 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

15. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country. The School will not be responsible for the international transfer fee.

Initialed by: _____(parent) _____(student)

Rights of families after a decision regarding a refund has been made by the School

16. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or Parents in writing and will set out the following information:
 - a) Factors considered when making the refund decision
 - b) The total amount to be refunded
 - c) Details of non-refundable fees

17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

Initialed by: _____(parent) _____(student)



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PART THREE:

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

INTERNATIONAL STUDENT ACCOMMODATION AGREEMENT
(When placing a student in a School Approved Homestay)
Terms and Conditions:

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

Accommodation means the residential accommodation provided to the Student pursuant to this Agreement.

Accommodation Requirements means the rules and requirements of the Accommodation as set out in Schedule One.

Agreement means this Accommodation Agreement between the Student, School, and Parents which governs the Student's Accommodation arrangements.

Application Form means the standard enrolment application form.

Code means the Education (Pastoral Care of International Students) Code of Practice 2016 as updated from time to time and available online at www.legislation.govt.nz under Education (Pastoral Care of International Students) Code of Practice 2016.

Contract of Enrolment means the agreement between the Student, the School and the Parents which governs the Student's Tuition.

Homestay has the meaning as set out in the Code.

Parents means the Parents referred to in the Application Form.

Residential Caregiver means the person responsible for the Student at the Accommodation.

Residential Caregiver Agreement means an agreement between the School and the Residential Caregiver.

School means the school referred to in the Application Form.

Student means the International Student residing at the Accommodation as referred to in the Application Form.

Tuition means the education of the Student at the School.

All other terms have the same meaning as in the Contract of Enrolment.

2. The School is a signatory to and complies with the Code. Unless living with a parent, every international student is required to reside at an Accommodation approved by the School using the process set out in the Code.

3. The Parents agree to adhere to the following terms and conditions of the Accommodation:

(a) The School agrees that all information regarding the Residential Caregiver, the Parents and the Student relating to the Accommodation will be kept confidential, except disclosure:

(i) To the Student, the Parents or Residential Caregiver (as the case may be);

(ii) To any professional consultant or such person where it is in the interests of the Student to provide the information;

(iii) Pursuant to any statutory or other legal duty.

(b) The Parents agree that if behaviours or conditions of the Student emerge after placement with a Residential Caregiver such that the Residential Caregiver is unable to provide the level of accommodation or care required for the safety and wellbeing of the Student, the School may terminate this Agreement.

Initialed by: _____(parent) _____(student)



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- (c) The Parents or the Student have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them in relation to the Student's placement with a Residential Caregiver.
 - (d) Under the Privacy Act 1993, any information collected may be provided to education authorities.
 - (e) These terms and conditions may be varied by the School (acting reasonably) upon reasonable notification from time to time and will continue to apply until notified otherwise.
4. If the Parents provide misleading information or fail to disclose information about the Student prior to placement with the Residential Caregiver and during the term of the Homestay the School may (in its sole discretion):
 - (a) Charge the Parent such fees as required to adequately compensate for additional requirements due to providing misleading information or the lack of disclosure; or
 - (b) Terminate this Agreement.
 5. The initial appointment and ongoing engagement of the Residential Caregiver is subject at all times to:
 - (a) The Residential Caregiver and the School entering into a Residential Caregiver Agreement; and
 - (b) The School's usual requirements and policies in relation to the Accommodation.
 6. The School will ensure that to the best of its ability:
 - (a) The Accommodation provides a safe, positive and healthy environment for the Student and complies with the Code;
 - (b) The Residential Caregiver's appointment has not involved any form of gift (financial or otherwise) to or from a third party;
 - (c) The appointment of the Residential Caregiver does not represent any actual or perceived conflict of interest, and that any possible conflict of interest has been notified to the School;
 - (d) The Residential Caregiver will take all reasonable steps to ensure the Student's compliance with New Zealand laws (including, where appropriate, informing the Student of such laws), and will immediately report any possible legal breach to the School; and
 - (e) The Student only engages in lawful, responsible and positive recreational activities outside of School.
 7. Unless otherwise agreed in writing by the parties, the Parents provide consent to the Student's Homestay or Residential Caregiver (where applicable) for the Student to undertake supervised leisure travel and overnight stays within New Zealand for a period of not more than seven days where the leisure travel or stay does not involve the Student participating in any adventure activities or extreme sports or result in the Student missing any scheduled school days.
 8. The School will seek specific written consent from the Parents for leisure travel or overnight stays of more than seven days or results in the Student missing any scheduled school days.
 9. The Student shall seek specific written consent from the School before the Student, being a Student of any age, participates in any activities while in the care of the Student's Homestay or Residential Caregiver (where applicable) which are considered to be adventure activities or extreme sports. The School shall only give such Consent where approved by the Parents in terms of the Contract of Enrolment.
 10. The School may take such measures as it considers appropriate (acting reasonably) to monitor compliance with the Code. This may include, without limitation, regular check-ins with both the Student and the Residential Caregiver.
 11. Unless otherwise agreed in writing, the Student will be entitled to commence their Homestay at the Accommodation 5 days prior to the Period of Enrolment (as that term is defined in the Contract of Enrolment) commencing and 5 days following the end date of the Period of Enrolment (as that term is defined in the Contract of Enrolment). Should this Agreement be terminated prior to the expiry of the Period of Enrolment the Student will be required to vacate the Accommodation immediately. The School may, at its sole discretion, and without any obligation on it to do so, extend the time for the Student to vacate the Accommodation. Any such extension shall be given in writing and shall be without prejudice to the School's right to later insist that the Student immediately vacate the Accommodation.

Initialed by: _____(parent) _____(student)



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Expectations

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

Fees

15. The Parents must pay all accommodation fees to the School in accordance with the School's fee schedule as defined in the applicable Contract of Enrolment.

Termination

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

General

19. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement, the Parents irrevocably:
 - (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1908 within New Zealand, and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
20. Notices given under this Agreement must be in writing and given to the addresses set out in the Application Form. Those sent by post will be deemed to have been received ten (10) days after posting. The Parties agree that email correspondence is a suitable means of communication and emails will be deemed to have been received when acknowledged by the party or by return email.
21. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
22. The parties acknowledge that prior to signing this Agreement, they have had the opportunity to seek independent legal advice in respect of its content and effect.

Disputes

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

Signing

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

Initialed by: _____(parent) _____(student)



260 RICCARTON ROAD, P.O. BOX 29-242, CHRISTCHURCH 8440. PHONE: 03 348 7718. FACSIMILE 03 348 1085

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Updated June 2020

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Accommodation Requirements

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

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

SIGNING

Parents

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

Name(s): _____

Signature(s): _____

Date: _____

School

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

Name: _____

Signature: _____

Date: _____

Initialed by: _____(parent) _____(student)



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PART FOUR:

PLEASE COMPLETE THE DESIGNATED CAREGIVER AGREEMENT ONLY IF THE STUDENT WILL BE LIVING WITH A DESIGNATED CAREGIVER WHILE ENROLED AT THE SCHOOL.

DESIGNATED CAREGIVER AGREEMENT
(Required when placing a student with a Designated Caregiver)

This is an agreement between the Parent/s, the Designated Caregiver and the School (the **Agreement**).

School Name: _____ (the **School**)

Student's Name: _____ (the **Student**)

Mother's Name: _____

Father's Name: _____ (together the **Parents**, each a **Parent**)

Name of relative or close family friend: _____ (the **Designated Caregiver**)

Address: _____ (the **Residence**)

Contact number and email: _____

A Second person to contact: _____

AGREEMENTS

1. The Parents are party to a Contract of Enrolment with the School. All definitions contained in that Contract of Enrolment are deemed to form part of this Agreement so far as they are relevant.
2. The Parents agree that the Designated Caregiver will provide residential care for the Student while enrolled as an international student at the School.
3. The School has provided, and the Designated Caregiver has read and understood, the sections of the Education (Pastoral Care of International Students) Code of Practice 2016 (the **Code**) relevant to residential caregivers and the School's Information for Designated Caregivers and agrees to act as Designated Caregiver to the Student in accordance with these requirements.
4. The School agrees that all information regarding the Designated Caregiver relating to the Agreement will be kept confidential, except disclosure to the Student or their parents or their legal guardians, to any professional consultant or such person where it is in the interests of the Student to provide the information or pursuant to any statutory or other legal duty.
5. Approval is required from the School prior to the Student's placement with the Designated Caregiver.
6. The Designated Caregiver agrees that approval will be provided only after appropriate safety and other checks have been completed by the School in accordance with the Code and school policies.
7. Failure by the Designated Caregiver to provide the residential care required by the School and the Code may result in the school's approval of the Designated Caregiver being withdrawn.
8. In the event the school withdraws its approval of the Designated Caregiver, the Agreement is terminated and the Student will be placed in alternative accommodation approved by the School at the full cost and expense of the Parents.
9. The School may take such measures as it considers appropriate (acting reasonably) to monitor and review the quality of residential care by the Designated Caregiver and this may include, without limitation, regular visits to the Designated Caregiver and meetings with both the Student and the Designated Caregiver.

Initialed by: _____(parent) _____(student)



- 10. The Designated Caregiver will provide the School with fourteen days (14) days prior notice of any change in circumstances that may affect the Agreement. This includes any change of Residence or any change to the number of adults over eighteen (18) years of age living at the Residence.
- 11. The Parent/s agree that the School is not responsible for the Student's care while in the care of the Designated Caregiver.
- 12. The Student will treat the accommodation provided by the Designated Caregiver ("Accommodation") with due care and respect and the Student is liable for costs

associated with repairing any damage caused to the Accommodation by the Student. For avoidance of doubt, the School is not responsible for any damage caused to the Accommodation by the Student.

- 13. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the school policies.
- 14. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission

SIGNING

By signing this agreement the Student, the Parent/s and the Designated Caregiver declare that the Designated Caregiver is eligible to be a Designated Caregiver under the Code (being someone who is personally known to the Student and/or Parent(s) as a relative or close friend and meets the other requirements of the Act and the Code).

PARENT/S:

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

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

DESIGNATED CAREGIVER:

By signing below, the Designated Caregiver confirms they have read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____

Date: _____

SCHOOL:

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

Name: _____ Signature: _____

Date: _____

Initialed by: _____(parent) _____(student)



INTERNATIONAL STUDENTS HOLIDAY TRIP DETAILS

Are you planning to go travelling during the holiday? Please complete this form so that your homestay/school knows where you are going so that you can be contacted in any emergency.

It is important that your parents' know that you are travelling away from Christchurch. Your **parents must give permission** for you to travel if you are under 18 years old. It is your responsibility to inform your parents' about your travel plans and obtain their permission, in writing.

Please pass this form, together with your parents' permission in writing, to Alison Xie, International Student Coordinator.

STUDENT NAME:

DESTINATION: (Where I am going)

TRAVEL DATES: (Leaving Christchurch)

(Returning on)

NAME/CONTACT DETAILS OF WHERE I AM GOING TO STAY:

Name:

Address:

Telephone Number: Cell Phone No:

People I am travelling with:

Method of transport: (bus, plane, car etc.)

If car give name of driver:

Students under 18 years old please sign and ask your New Zealand host parent to sign this form before returning to Alison Xie, together with your parents' permission in writing.

My parents have known about my travel plans and they have given me permission to travel out of Christchurch. I will give this written permission slip to Alison Xie.

Signed (Student):Date:

Signed (Host Parent):Date:

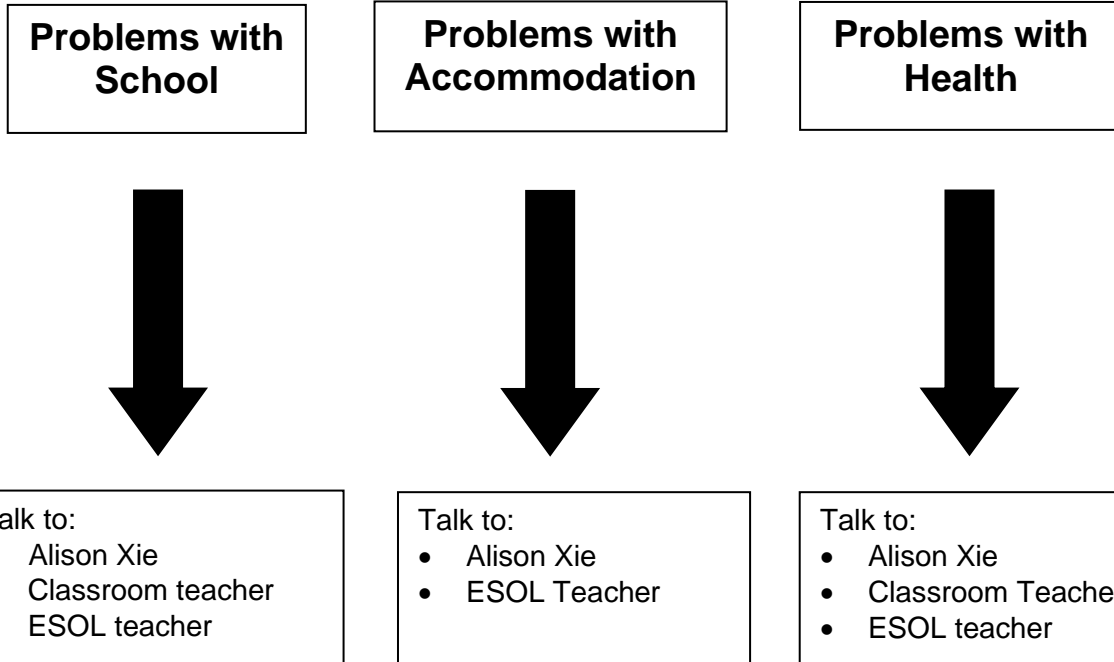
Signed (Alison Xie):Date:

Initialed by: _____ (parent) _____ (student)



Internal Grievance Procedures

What to do if you have a problem



If you have a big problem and have spoken to these people, but you are still not happy, you/your parents can make an appointment to speak to the Principal (Mr Tappenden) and then the School Board of Trustees. If, after contacting the Principal/Board of Trustees your problem is still not solved, you can contact the IEAA at the International Education Appeal Authority, C/- Ministry of Education, P.O. Box 1666, Wellington, New Zealand.

Initialed by: _____ (parent) _____ (student)