

## CODE OF CONDUCT

(Schedule One)

Students at Rangitoto College are expected to behave responsibly and accept the discipline and authority of the College. We expect students to behave with courtesy and respect towards each other and members of the College staff.

### Classroom responsibilities

- Rangitoto College requires that international students maintain 100% attendance.
- Students must attend all classes and tutor periods and arrive punctually to every class.
- Students need to have all the books/equipment needed for your class ready at the beginning of each lesson.
- If absent, students must bring absence notes, written and signed by a parent or official guardian, to their Tutor Teacher on their first day back at school after illness.
- Eating in the class is not allowed unless the teacher has given permission.
- Cell phones, iPods, laptops and other digital equipment are brought to school at the owners' risk. The school accepts no responsibility for loss or damage.
- Cell phones are to be turned off and not seen during class unless the teacher gives permission to use a phone for a specific purpose. International students may be given permission to use their phone as a translator but must ask the teacher first. If students use their devices at the wrong time they may be confiscated and will need to be collected from the International Dean after school.

### At School

- Students must wear correct school uniform at all times and ensure it is clean, tidy and clearly named.
- Students must report to the Dean if wearing any incorrect item.
- Students cannot leave the school grounds during the day without first getting permission from their Dean or senior staff and signing out. If students are ill, they should see the nurse.
- Visitors to the College must go to the office and get permission to be in the school grounds.
- If students need to bring valuable possessions or large amounts of money to school, they need to leave them in the office during the school day.
- Students cannot bring any of the following items to school: chewing gum, cigarettes, matches, lighters, firecrackers of any type, alcohol, illegal drugs, knives, weapons of any kind, laser light equipment of any kind.

### Travel

- Students are not allowed to travel alone or with friends.
- Students must receive signed permission from their parents and from the international office before travelling out of Auckland.
- Travel will only be approved if special conditions are met and signed permission obtained from the international office.
- International students must obtain permission from the International office to be away from their homestay.

- Host families need to know where students are at all times. Students must check with their homestay family before going out at night and on the weekend, and keep in touch with their homestay family by phone when they are out.

### Driving / Transport

- International Students are NOT allowed to drive or own a vehicle whilst in New Zealand without special approval from Rangitoto College.
- If a student wishes to sit their learners and restricted driver's license in New Zealand they must see the international office for permission first.
- Skateboards must be handed in to the gear deposit room before school.
- Students must wear a cycle helmet any time they are riding a bicycle.
- Students need to obey the road crossing rules and observe safe traffic behaviour at all times.
- Parents dropping off or collecting students are not permitted to enter the grounds using the East Coast Road entrance. Please use the drop off area in the lower car park off Grahame Collins Drive.

### Respect for Property

Students must look after the classroom, furniture, equipment and grounds.

- It is important to pick up any rubbish when you leave an area.
- Staff offices, teachers' desks, cupboards etc are not to be used by students.
- Never take things that belong to other people
- Report any loss or damage immediately to the office or a senior staff member

### Discipline

- School discipline applies from the time students leave home in the morning until they return home after school
- The misconduct policy applies to all international students at all times, including after school and weekends.
- The school may keep a student on detention until 4.15pm. Parents will be notified by the Deputy Principal, in advance.
- In addition, individual teachers may keep a student until 3.45pm without notice.

### Misconduct Policy

The disciplinary procedures outlined in the education Act 1989 shall be applicable for all serious misconduct that is alleged to have occurred both inside and outside of the school. The designated caregiver, Homestay caregiver or Director of International Education (or their representative) shall act as the parent in the disciplinary process.

Should it be deemed appropriate, the school reserves the right to:

- Impose a curfew or other restrictions on the student outside of school hours for a set period of time.
- Terminate the contract and repatriate the student with forfeiture of fees

International students must always let their host family know where they are and be back home by the curfew.

Age	Sunday – Thursday	Friday	Saturday
Under 15 years	To be agreed between host family and student.	Under supervision	Under supervision
15 Years		10 pm	10 pm
16 Years	Recommended no later than 9pm	11 pm	11 pm
17 Years and over		12 am	12 am

## 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 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 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 contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Allegation or Proposed Action;
  - (d) an opportunity to have an independent support person of his or her 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 Student considers that a language barrier means that a translator is required; and
- (g) a copy of this policy setting out the rights which the Student has when engaging in the disciplinary process.

### Disciplinary Procedure

#### Stage One: Incident Investigation

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 of the Allegation and will provide the Student with an opportunity to give a response.
10. Where appropriate, having regard to the seriousness of the Allegation, the Student will have the opportunity to respond either in person or in writing or both, at the choice of the Student. The School will receive this response and give it genuine consideration before making a decision about the 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 Student. 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.

## 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.
  - 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) **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.

**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 an Administration Fee of NZD\$500.00.

**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.

**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. The student will NOT receive a refund of school fees except in exceptional circumstances.

**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:
  - a) Refund the unused portion of international student tuition fees or other fees paid for services not delivered or
  - b) Transfer the amount of any eligible refund to another provider or
  - c) 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:
  - a) Any non-refundable fees set out in this policy
  - b) 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. No refund will be made to an International Student who changes visa status to one which entitles them to regular/domestic status, after one month from date of payment.

**Where a 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 to the Student in cash. Sums of NZD\$500.00 or greater 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\$500.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country on their last day prior to their departure from Rangitoto College.

**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 family 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.