

Code of Conduct

(Schedule One)

Behaviour Management Plan

CONSISTENCY is key to this plan

We believe that there are rights and responsibilities involved in being part of Takapuna Normal Intermediate School where the right to feel safe, the right to learn and teach and the right to be treated with respect and dignity are most important.

RATIONALE

The staff at Takapuna Normal Intermediate School aim to create a school environment that is positive and safe for both staff and learners, in which excellence in all areas is fostered.

These expectations enable learners to:

- Take responsibility for themselves in the classroom and the playground
- Learn to interact positively with others
- Have the optimum environment in which to achieve their potential

These expectations enable teachers to:

- Teach in a positive learning environment
- Have positive relationships with their students

These expectations enable parents to:

- Work in partnership with teachers regarding their children's behaviour
- Feel confident that they have made an excellent educational choice for their child

The philosophy behind these expectations is to provide the school community with expectations that are consistent and predictable for all. Learners are taught and reminded about taking responsibility for their conduct and to be accountable to their teachers, peers and parents.

For this to happen it is important that:

- School expectations are clear and meaningful. Further, they must be understood and supported by the whole school community (parents, teachers and learners)
- Rewards and praise are known to learners and are given regularly
- Consequences for not meeting school expectations are known to learners and are administered fairly when learners choose to disregard the school expectations
- The whole school community supports rewards and consequences

Information about the School Expectations is available....

- At the School Office on request
- In the enrolment pack
- From any staff member

SCHOOL EXPECTATIONS

At Takapuna Normal Intermediate School a high standard of personal conduct is expected at all times.

The following qualities are valued – integrity, honesty, respect and loyalty for others, common sense, pride in self and pride in the school.

To achieve the above it is necessary to set the following expectations.

1. Personal Conduct

- We always speak positively about others
- We always respect each others' personal space
- We always use our devices safely, carefully and respectfully for learning

- We always include others during our classroom and break times
- We always treat everyone's personal property and the school property with respect
- We always dispose of our rubbish correctly
- We always use language that is acceptable to everyone in our community
- We always respond to requests from adults quickly and positively
- We always ask questions politely
- We always take ownership and responsibility for our actions
- We always look out for others and seek help when it is needed
- We always represent our school positively

2. Moving around the school

- We always move around the school safely
- We only use areas that are permitted
- We always have an adult's permission to leave a classroom

3. Bringing items from home to school

- We only bring items to school that are necessary and safe for students to use for their learning

4. School Uniform

- We always wear our uniform correctly and with pride
- We make sure that we bring our PE uniform to school for PE, Fitness and sports practices
- Our shoes are plain black leather or leather-look with black soles and do not have coloured logos or stitching.
- Our socks are navy blue or black
- We only wear the TNIS school jacket during the school day but can wear our own jacket to and from school
- We always wear our full school uniform to and from school each day
- Hair that is shoulder length is always tied up in a ponytail. Clips, hair ties and headbands are brown, blue or black.
- One pair of small plain earrings is the only jewellery we wear at school. Jewellery of religious or cultural significance will be allowed on a case-by-case basis
- School bucket hats or caps are worn every time we go outside in Term 1 and Term 4 so that we are sunsafe

CONSEQUENCES

- Restorative meeting with learners involved
- Reminder from teacher and then the Team Leader
- Reminder by email to parents
- Parents and learner invited to meet to discuss issue at school
- Incorrect item held in Office for parents to collect
- Goal card to focus on changing expectations
- Helping with chores to tidy up the school environment during break times with a duty teacher
- Remaining under supervision during break times
- TNIS trip/ zone day representation opportunities or attendance at specific school events withdrawn

Investigation Policy (Schedule Two)

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

Overview

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

General Policy

9. When the School is conducting an investigation involving the Student it will endeavour to provide the Student with the following:
 - (a) a written summary of the Situation (as it understands it) or the Proposed Action;
 - (b) an opportunity to respond to the Situation or the Proposed Action, either in person or in writing or both, at the choice of the Student;
 - (c) an opportunity to consider the Situation or the Proposed Action for a reasonable period of time (having regard to the seriousness of the Situation or the Proposed Action) before giving a response;
 - (d) an opportunity to contact his or her Parent before giving a response, unless the delay caused by contacting that person is unreasonable having regard to the seriousness of the Situation or Proposed Action;
 - (d) an opportunity to have an independent support person of his or her choice present at any meeting relating to the Investigation Process;
 - (e) an opportunity to meet with that support person in private at any stage during the Investigation Process;
 - (f) an opportunity to have a translator present (or otherwise facilitate the student participating in the Investigation Process in his or her own language) during any meeting or process if the School or the Student considers that language barrier means that a translator is required; and
 - (g) a copy of this policy setting out the rights which the Student has when engaging in the Investigation Process.

Stage One: Incident Investigation

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

Stage Two: Outcome Discussion

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

Refund Policy

(Schedule Three)

Requests 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. All refunds will be settled under the terms of this policy unless otherwise agreed by the School.
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 including bank address and swift code where relevant; and
 - 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. **Withdrawal administration fee:** a withdrawal charge of an administration fee \$1,000
- c. **Designated Caregiver Admin Fee:** When a student stays with a Designated Caregiver, a supervision fee will be charged to guarantee the School's supervision of the student's safety and well-being and cover the cost for the School to assess, approve and supervise the student's accommodation situation.
- d. **A 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.
- e. **Any payment made to agents in the form of a commission**

Requests for a refund for failure to obtain a study visa

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

Requests for a refund for enrolment of one term or less:

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

Requests for a refund for voluntary withdrawal from enrolment of more than one term:

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
8. If the Student voluntarily withdraws **less than 21 days before the start date of enrolment**, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
9. If the Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' will be retained by the school. (15 weeks for conversions to Domestic students, per note 13) The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period. The Notice Period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, a refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

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

10. 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.
11. For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), but where the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

12. In the event the Student's enrolment is ended by the School for a breach of the contract of enrolment or as a consequence of a Welfare Issue, then the School will consider a request for a refund less:
- a. Any non-refundable fees set out in this policy;
 - b. A minimum of ten weeks tuition fees from the date of termination; and
 - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

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

13. If a Student changes to a domestic student after enrolment has commenced, 15 tuition weeks' will be deducted from any refund. This contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of cl 9 of this policy unless the Student has previously advised the School in writing of the Student's intention to apply to Immigration New Zealand for a visa that will result in a change of status. In the event that notice of an intended change in status is given, the period after this notice is given will be counted as part of the notice period for the purpose of cl 9. Please note, if the Student changes to domestic status and does not live in the TNIS in-zone address, the school does NOT guarantee a domestic place will be available.

Where a Student voluntarily requests to transfer to another signatory

14. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

Refund of other fees

Outstanding activity fees or other fees

15. 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

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

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

17. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent in writing and will set out the following information:
 - a. Factors considered when making the refund decision;
 - b. The total amount to be refunded; and
 - c. Details of non-refundable fees.
18. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.