

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 Three Kings 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 Three Kings School aims 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



SCHOOL EXPECTATIONS

At Three Kings 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
- 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

Disciplinary Policy

(Schedule Two)

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

- 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.
- In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened 3. and whether it amounts to a breach of the Agreement.
- 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.
- 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)
- 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;
 - (e) an opportunity to have an independent support person of the Parents choice present at any meeting relating to the disciplinary process;
 - (f) an opportunity to meet with that support person in private at any stage during the disciplinary process;
 - (g) 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
 - (h) 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

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.

Refund Policy

(Schedule Three)

Requests for a refund of international student fees:

The school will consider requests for a refund of international student fees provided the request is made in writing to the school.

Refunds must be applied for in writing to the Board of Trustees and must set out the circumstances leading to the refund, name the person requesting the refund, name the person who paid the fees, provide a bank account to receive any eligible refund and provide any relevant supporting documentation. Refunds will be dated from the date that the school is informed in writing.



The school will consider a refund of fees if;

- there are special circumstances, for example, the student has a serious illness or accident, or the parents need to return home with the child because of the death or serious illness of a close family member.
- the student gains the status of a domestic student (time-bound).
- the student fails to obtain a student visa.
- the student voluntarily withdraws.

In these cases the parent will need to provide evidence of the circumstances, and the school will retain from the balance of tuition fees - the following amounts listed in Section A:

Section A

- 1. a withdrawal charge of \$ 575.00 (gst inclusive)
- 2. portion of fees for which tuition has been given
- 3. any sums owing in regard to loss of textbooks, stationery, class trips, activities, and expenses including and not limited to costs such as marketing and recruitment
- 4. any payments made to agents in the form of commission
- 5. any costs incurred in relation to the programme and/or ESOL support for the student
- 6. administration fees are non-refundable after the student has completed enrolment

Special circumstances:

If there are special circumstances, for example, the child has a serious illness or accident, or the parent needs to return home with the child because of the death or serious illness of a close family member then official documents from the Doctor will need to be sighted to support this. In this case a refund of tuition fees will be provided less costs outlined in Section A and Immigration New Zealand will be notified of change of conditions.

Requests for a refund for failure to obtain a study visa:

If an international student fails to obtain an appropriate study visa before school starts, a refund of international student tuition fees will be considered less costs outlined in Section A.

If school has started and the student has to withdraw sooner than their full enrolment period due to lack of student visa then a minimum of ten week's notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, then a full term's fees will be retained in addition to any other costs listed in Section A.



Requests for a refund following a change in status to a domestic student (timebound):

Parents/Guardians are required to advise the school upon enrolment or anytime thereafter if they are applying for Permanent Residency or any other Visa that will result in a change of Visa Status for the student.

If a student has started the course and then withdraws as an international they may request a refund. Reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will beprovided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Requests for a refund for voluntary withdrawal:

If an international student has enrolled and their enrolment is voluntarily withdrawn **prior to** the start date of their enrolments, a refund will be considered less costs incurred by the school in Section A.

This includes students who are not granted a student visa before their course begins.

If an international student voluntarily withdraws after the start date of their enrolment and up to the end of the tenth working day after the first day of school, a refund will be considered less costs incurred as listed in Section A above.

If a student has started the course then withdraws a 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.

The school may, in its sole discretion, request further information or evidence in support of a refund request. Immigration New Zealand will be advised of the change in Student Visa conditions.

Requests for a refund for failure to provide a course, cessation as a signatory or cessation to be a provider:

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

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered
- Transfer the amount of any eligible refund to another provider



Where the Student's enrolment is ended by the School:

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 costs listed in Section A
- ten weeks tuition fee
- any other reasonable costs that the school has incurred in ending the students enrolment

Where the Student voluntarily requests to transfer to another signatory:

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.

REFUND OF OTHER FEES:

Refunds to be made to the country of receipt:

Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Outstanding activity fees or other fees

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

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

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: factors considered when making the refund decision, the total amount to be refunded, details of non-refundable fees.