



**Sacred Heart College**  
AUCKLAND



# International Student Handbook

(For Enrolment, Policies, Guidelines and  
Tuition Contractual Agreement)

## WELCOME TO SACRED HEART COLLEGE

Our commitment at Sacred Heart College stems from the privilege of our responsibility. Making boys into courageous Marist Men is a statement we take seriously. Our purpose for existing is to turn these words into reality for parents who seek something different from secular society's values and norms. Our commitment is authentic as we strive to make young men of authenticity – authentic in faith, character and aspiration.

Two hundred years ago, Marcellin Champagnat, a visionary young French Priest, was captured with courageous spirit to inspire a community of humble people with servant hearts. This example of humble service through the Marist Brothers is the cornerstone of our school values and ethos.

The Sacred Heart graduate will be counter-cultural against society's norms. He will stare challenges in the face with resilience and excitement. His character and faith journey will give the necessary courage to be a man of depth and compassion, resolve and simplicity of spirit, excellence and humility – the type of well-rounded man who will make a difference with their difference.

From the beginning of Year 7 your sons will be enculturated into the expectations of 'confortare' – to be a Marist Man of courage:

- Courage to seek an authentic faith
- Courage to aspire for personal academic excellence
- Courage to advocate for the vulnerable
- Courage to belong through full representation in extracurricular life

For boys, community is oxygen and your sons will find at Sacred Heart that community is cherished – the strength of it, the wholeness of it, and the blessings that comes with it.

**NOTE: This handbook forms part of International Student Application Form and Enrolment Agreement**

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## PART ONE – INTERNATIONAL STUDENT INFORMATION

Welcome to the Sacred Heart College International Student information section. We invite you to join in us as part of our school community and family. International Students contribute positively to the learning environment and provide a valuable cultural mix for our school.

Founded in 1903, Sacred Heart College is one of New Zealand's leading Catholic boys' schools offering an all-round education from Years 7-13. The College is a day and boarding school with 117 years of Marist tradition that upholds the values of its founder St Marcellin Champagnat. The College has a roll of 1300 students, who come from diverse economic, geographic and ethnic backgrounds. This includes 75 International Students. Old Boys of Sacred Heart are numbered among New Zealand's top musicians, academics, artists, sportsmen, as well as religious and civil leaders. These include Sir Anand Satyanand - former Governor-General of New Zealand, Sean Fitzpatrick - former All Black Captain, and Dan Davin - author and Rhodes Scholar.

We have information flyers translated into a number of different languages: Chinese, French, German, Japanese, Korean, Spanish, Thai, and Vietnamese. Please go to our website to download. For further information, please contact Mr. Ting Xu – Director of International Students on +64 9 5293660 or email [txu@sacredheart.school.nz](mailto:txu@sacredheart.school.nz)

### Location

Located on a magnificent site of 22 hectares of park-like grounds, Sacred Heart College is 12kms and approximately 15-20 minutes' drive from the centre of New Zealand's biggest city, Auckland. The College is accessible by public transport, including train service with bus stops located outside the College gates. We have access to the Glen Innes shopping centre (about a 20-minute stroll) and St Heliers Bay village (30 minutes by walk), where our students can find medical clinics, pharmacies, banks, supermarkets, food-shops, cafés, restaurants, fast food chains and a variety of specialty shops.

## Code of Practice for the Pastoral Care of International Students and DRS

Sacred Heart College is a signatory and has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 published by the NZQA – New Zealand Qualifications Authority. Copies of the Code are available from the New Zealand Qualifications Authority website <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>.

DRS is the new International Student Contract Dispute Resolution Scheme. It provides a free, faster and more effective process for International Students to resolve contractual and financial disputes with education providers. FairWay has been appointed by the Minister for Tertiary Education, Skills and Employment for administering the Dispute Resolution Scheme. Please go to <http://www.istudent.org.nz/> to find out about the complaints process. You can read the International Student Contract Dispute Resolution Scheme (DRS) on the Legislation website: <http://www.legislation.govt.nz/regulation/public/2016/0042/latest/DLM6748715.html?src=qs>.

## Sacred Heart College Quality Assurance Results

The Education Review Office (ERO) is the New Zealand government department that evaluates and reports on the education and care of students in schools. The Chief Review Officer formally designates individual review officers to carry out reviews in schools in accordance with the Education Act 1989. This Act gives the Chief Review Officer the power to initiate reviews, investigate, report and to publish findings on the provision of education to all young New Zealanders and International Students. The ERO generally carries out reviews every three years. However, at the three past reviews of Sacred Heart College (2009, 2014, and 2018), it advised that it would not be returning for four to five years. This is a high endorsement of the College's performance. A copy of 2018 ERO report on the College is available on our website, also on <https://www.ero.govt.nz/review-reports/sacred-heart-college-auckland-15-11-2018/>.



The latest findings on the College's provision for International Students are:

"The school is a signatory to the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) established under section 238F of the Education Act 1989. The school has attested that it complies with all aspects of the Code. At the time of this review there were 83 international students attending the school. Robust monitoring systems and internal evaluation processes ensure that the school continues to meet its obligations under the Code.

An experienced team of staff in the school's international student department provides high quality support for international students' education and wellbeing. Learning programmes, including those for English language learning, are tailored to students' individual needs. International students achieve very well in their studies for NCEA and participate widely across all aspects of school life."

## Outstanding Facilities and Education

Sacred Heart College is equipped with impressive facilities which include nine sports fields, six teaching buildings, a state of the art technology block, three swimming pools of which 2 are heated, a large gymnasium, modern computer laboratories, a comprehensive library, a 1500-seat auditorium which enables the whole school to gather together as one for assemblies, concerts, productions and prize-givings. A new Performing Art Centre is also available for the school to use for its music, drama and performing arts programmes. More information on the College's facilities is available on our website <https://sacredheart.school.nz/facilities/>.

Since its founding, Sacred Heart College has built an outstanding tradition of success in academic, sport, art and cultural activities.

- NCEA Levels 1, 2 and 3 pass rates are consistently among the highest nationally for boys' schools;
- University Entry rates consistently around 80%;
- Many students gain NCEA scholarships each year in their chosen subjects;
- A strong pastoral care system in the school, therefore our students are well looked after;
- Our students achieve great results in sport, cultural activities and music.

## Academic Pathways and NCEA Exams

At Sacred Heart College, Years 9 & 10 curriculum has a greater reliance on individually based learning, with separate teachers in the core as well as specialist subjects. All students have the opportunity to study an international language such as Spanish or Chinese if they wish. In Year 10 all students follow a common course of core subjects, as well as choosing three options from a range of nine – Art, Computer Studies, Commerce, Supplementary English, ELL, Spanish, Graphics and Design, Chinese, Maori, Music, Technology and Visual Language.

In Year 11 students enter NCEA Level 1. Able students are offered a range of extension courses. In Years 11 to 13 many courses are available covering the National Qualifications Framework Unit Standards, and NCEA Levels 2 and 3. Many students undertake study across the levels.

National Certificates of Educational Achievement (NCEA) is New Zealand's national qualifications for senior secondary students. It is also widely regarded as the pathway



for employment and tertiary studies. NCEA exams are recognised throughout the world at many universities and high schools. All International Students at Years 11-13 who are at Sacred Heart College from January/February to December (one full academic year) will be required to sit NCEA exams at the end of the year, and they have the opportunities to continue on their university studies either in New Zealand depending on their NCEA results, or in other countries where they can be accepted by the universities there. For more information on NCEA, please refer to <http://www.nzqa.govt.nz/studying-in-new-zealand/>.

Sacred Heart College Career & Transition Department provides additional support for International Students when applying for future study at universities within New Zealand and abroad. Year 12 and 13 students can also apply for a variation to their student visa for work up to 20 hours per week during school holidays if permitted by their parents and the Director of International Students.

## Study and Living Costs

The Board of Trustees of Sacred Heart College sets annual tuition fees for International Students. Please refer to the current International Student Fees on the College's website <https://sacredheart.school.nz/international-student-fees/> for detailed fees information. The costs of attending Sacred Heart College as an International Student generally covers the course fee, living costs of staying either a homestay family or Sacred Heart College Hostel, as well as other school related costs on uniform, stationery and subjects, exams, medical and travel insurance.

Immigration New Zealand requires that an International Student needs approximately NZ\$15,000 per year for accommodation and general living costs. International Students should also budget other costs such as public transportation, personal items, and leisure activities. For more information on the expenses living in Auckland as an International Student, check Immigration Zealand website <https://www.immigration.govt.nz/new-zealand-visas/options/study/considering-study-in-new-zealand>, or other New Zealand government website: <https://www.studyinnewzealand.govt.nz/live-work/cost-of-living/>

## International Department

Sacred Heart College has had many years of experience hosting International Students from all over the world. The College is a signatory to the Code of Practice for International Students and takes the welfare and education of their students very seriously. The number of International Students is relatively small which enables students to be readily integrated into College life.

The International Department provides comprehensive care for our International Students ranging from curriculum planning, to academic progress and reporting, language support, social and health support, career advice, as well as accommodation arrangements, holiday activities and travel insurance.

At the beginning of each school term, International Students participate in a comprehensive orientation programme designed to familiarise them with the school environment and to help them understand school expectations. International Students are integrated into regular classes, across Years 7 - 13 and where appropriate receive extra support in particular subjects.

The Dean of International Students and English Language Learners' Department assesses students' English ability on their arrival and provides English teaching in small groups, enabling them to give the students plenty of individual attention. The College is in frequent contact with universities, polytechnics, and Immigration New Zealand to ensure our students are studying in a safe yet relaxing environment where each student can make most of his personal and academic progress.

## International Department Staff



Mr Ting Xu - Director of International Students, responsible for the international marketing and promotional strategy, management of the International Department making sure that the operation of the department is compliant to the Code of Practice for the Pastoral Care of International Students. His

role also includes working together with the Dean of International Students on students' academic progress, welfare support and discipline.

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Mrs Cheryl Wrigley - International Students Administrator, responsible for the administration of international student applications for Sacred Heart College, managing our student database, and assists in student visas and insurance while they are in New Zealand.

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## ELL (English Language Learner) Department and English Classes

Sacred Heart College has three fully qualified English Language Learner teachers working in the ELL Department who teach small groups, according to their English language learning needs. Part time English Teacher Aides also provide extra work alongside with the International Students in their mainstream classes.

The purpose of the ELL Department is to provide support for students for whom English is a second language. This is achieved through the two main curriculum areas of English and Religious Education, as well as by offering in-class mainstream support across a range of other curriculum areas.

## New Zealand Guardian (local support person)

International Students who are boarding at Sacred Heart College Hostel, regardless of their age at the time of enrolment, must have a contact person in New Zealand acting as a guardian (not legal term). This is the person who is resident in Auckland and provides support for the student while at the College. For International Students who live in homestay families, it is optional, but the College strongly suggests that a guardian in New Zealand is available to support the student. Professional guardianship is available at a cost.

## The Special Character of Sacred Heart College

Sacred Heart College is a Catholic school in the Marist and Champagnat tradition. Its spiritual or religious life is central to everything that happens at the College. International students, as with all students in the College whether they are of the Catholic faith or not, participate fully in all religious observances through maintaining a quiet, dignified and respectful manner.

A Marist and Champagnat school is one that draws much of its character from the spirit and traditions of St Marcellin Champagnat, the founder of the Marist Brothers. The Marist Brothers founded the College in 1903, today, the staff continue the work they began.

# PART TWO - APPLICATION AND ENROLMENT INFORMATION

## 1. Enrolment Procedure/Process

Application for a place at Sacred Heart College takes the following steps:

- Download, complete and return application forms and required documents from the Resources section of the school [website https://sacredheart.school.nz/enrolment-process-international](https://sacredheart.school.nz/enrolment-process-international)
- Student interview in person or via a video conference. A pre-entry English test may also be required
- An Offer of Place and invoice received from the College when the application is successful
- Tuition, hostel/homestay and other miscellaneous fees paid for the College to issue Confirmation of Place and Fees Receipt
- Student visa application submitted to Immigration New Zealand
- Medical and Travel insurance to be confirmed
- An orientation programme is sent to the student prior to the course commencement

Please note: The renewal of an Offer of Place for each subsequent year of enrolment is not automatic and not guaranteed by the College. The renewal of an Offer of Place is based on the academic progression, attendance, and behaviour of the student both in and out of school among other factors, as determined by the College

**If a student gains permanent residency or their parent gains a work permit and they wish to continue their enrolment at Sacred Heart College they will have to re-apply as a domestic student and their selection will be subject to the Preference of Enrolment criteria outlined in the Enrolment Scheme as published on the College website. Previous attendance as an International Student is not included as a criteria to allocate preference, therefore no assurances can be provided that their application will be accepted.**

## 2. Entry Requirements

Selection will be made by the Director of International Students. Students will be recruited from as wide range of countries as possible so that many cultures are represented at the College.

- Sacred Heart College is a Catholic school; preference is given to students from Catholic families. However, places are available to students of other religious traditions.
- Sacred Heart College accepts International Students at Years 9-13. Students are accepted at Year 7 and 8 only if a parent or designated caregiver lives with them full time in New Zealand and subject to place availability.
- The College seeks to recruit students who have certain English language proficiency, sound academic background, and proven work ethic and attitude. International Students attending Sacred Heart College are required to have already reached the required minimum English level as below for their year level before starting a course at the College. Year 9: Elementary; Year 10: Pre-Intermediate; Year 11-12: Intermediate; Year 13: Upper Intermediate. However, exception is also considered case by case.
- The College may require a student to sit the College's Pre-entry English Test upon receipt of his application or undertake a New Zealand High School Preparation Course for a period if it is ascertained the student cannot cope at the College at an appropriate English level. The College can provide information regarding recommended high school preparation courses.
- The College may also require an interview with a student to decide on whether entry criteria are met. Interview is conducted by way of meeting in person, telephone, or Skype/WeChat/Line etc.
- The College may require testimonials to be provided to demonstrate that the student has a genuine desire to learn, and a good record of attendance at his previous school.
- The College reserves the right to place the student in appropriate courses based on the student's age, academic record and English competency.



### 3. Enrolment Conditions and Termination of Enrolment

Upon enrolment at the College, the student will abide by the same policies for behaviour and absence as applied to domestic students. Enrolment as an International Student shall be terminated:

- At the end of the school year in which the student turns 19 years of age, in accordance with New Zealand law.
- At any time by agreement between the College and student if above 18 years old, or his parents if under 18.
- By Sacred Heart College if the student fails to pay fees in advance or fails to abide by the terms and conditions outlined in the International Student Application Form and Enrolment Agreement.
- By Sacred Heart College if the student fails to provide accurate and genuine information required in his application for enrolment or mislead the College in any ways on its decision of enrolment.
- By Sacred Heart College if the student fails or continues to fail to deliver satisfactory academic progress required by the College and by Immigration New Zealand in his visa application for enrolment.
- By Sacred Heart College if the student undertakes serious misconduct alleged to have occurred inside the school and or has continuous disobedience at a time when the school is responsible for the student which result school's disciplinary measures against students including stand down, suspension, exclusion and expulsion.
- By Sacred Heart College if the student undertakes serious misconduct alleged to have occurred outside the school that is a harmful or dangerous example to other students at the school.
- By Sacred Heart College if the student may be unable to continue attending the College in the event that his boarding/homestay contract was terminated because of serious misconduct/behaviour outside school, and neither the College nor the student parent/guardian/caregiver can find alternative accommodation for the student.
- By Sacred Heart College if the student breaches New Zealand law outside school.
- If the student ceases to hold, or ceases to be eligible to hold, a valid student visa issued by the New Zealand Immigration service. 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 [www.immigration.govt.nz](http://www.immigration.govt.nz).

### 4. Student Hand-Over at the End of Enrolment

- Under the Education Code of Practice, Sacred Heart College is required to have written confirmation from a parent or legal guardian regarding the arrangements for the end of enrolment.
- End of Enrolment refers to the end date under the course details shown in the Offer of Placement letter from the College. It also applies when the student voluntarily withdraws from the College, or his enrolment is terminated by the College due to serious misconducts.
- When a student graduates from the College, or permanently leaves the College before or after the end date, the College will email/send a Student Handover Confirmation Agreement and requires the parents or legal guardian to sign and return the agreement to confirm that the College's responsibility for the international student no longer lies at the end of their enrolment.
- When a student is returning to the College in the following year to continue his education, parents or legal guardians of the student will not be emailed/sent a Student Handover Confirmation agreement. However, during the term holiday periods and the time students are overseas with their parents or travelling independently, the College does not hold any responsibility for the International Student.

### 5. Health and Travel Insurance Requirements

#### *Special Learning Requirements:*

- A learner has special educational needs if they have a learning difficulty or disability which requires special educational provision. In order to support learners and meet their needs, parents must have some understanding of the difficulties they face. The most common special learning difficulties are: Dyslexia, Dyspraxia, Verbal Dyspraxia, Dyscalculia, Autism, Oppositional Behaviour Disorders, Slow Processing, General Learning, Specific Learning Difficulty, Hearing, Vision, Intellectual Disability, Physical Disability, Previous RTLB involvement, Emotional Difficulties, Down Syndrome, and Extreme skin conditions.
- Parents of International Students with special learning needs are expected to take the responsibility of any costs incurred during the student's enrolment at the College.
- Parents of perspective International Students must disclose to the College if their child has any of the special learning difficulties. Failure to disclose these conditions is likely to invalidate the enrolment contract and may result in the withdrawal or termination of an offer of enrolment.

### **Eligibility for Health Services:**

- International Students are not entitled to publicly funded health services while in New Zealand and may be liable for the full costs if receiving medical 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 [www.moh.govt.nz](http://www.moh.govt.nz)

### **The Accident Compensation Corporation (ACC):**

- ACC provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand. International Students may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at [www.acc.co.nz](http://www.acc.co.nz)

### **Medical and Travel Insurance:**

- International students must have appropriate and current medical and travel insurance while studying in New Zealand. This is a requirement under the Education (Pastoral Care of International Students) Code of Practice 2016. Insurance can be arranged through the College with the Studentsafe Medical & Travel Insurance. Please refer to the current fees schedule for the annual premium costs. If students wish to purchase their insurance elsewhere, the College must be provided with a copy of the insurance certificate and policy wordings to determine whether the insurance provides sufficient cover for the student's medical, travel and potential repatriation needs.
- It should be noted that costs such as medical treatment in New Zealand and medical evacuation or repatriation can be very expensive. Sums insured for these benefits must be set at an appropriately high figure. Ideally, this amount should be unlimited, although the College will allow amounts that it deems to be sufficiently high. Please refer to the Policy Wording/Schedule of Benefits on Page 5 of Studentsafe Medical & Travel Insurance Product Statement [https://www.insurancesafenz.com/files/PDF/HAPSFILPW.4\\_1120.pdf](https://www.insurancesafenz.com/files/PDF/HAPSFILPW.4_1120.pdf) which Sacred Heart College deems to be sufficient at current circumstances.
- Emergency Evacuation/Repatriation: Repatriation represents the costs of getting the student home. The benefit works two ways: 1. If the student becomes seriously ill or injured and needs to be accompanied home (either alive or deceased) with medical professionals, these costs are met by the insurance. 2. If members of the student's immediate\* family living

overseas become critically ill or die, the policy will fly the student home, and then back to New Zealand to complete their studies. (\*immediate family is the mother, father, brother or sister). Ideally, the policy should have "unlimited cover" as very large sums can be incurred in these situations. Insurance policies for International students should be obtained from companies with a credit rating no lower than A from Standard and Poors, or B+ from AM Best. If the insurer is an overseas company, the College requires students to provide policy details in English so that it may ensure that all the necessary requirements are met.

- If, prior to enrolment, it is decided by the College that a student does not have adequate insurance, the students will be required to take out additional cover to meet the standards set by the College.

## **6. Orientation**

- The College will provide a comprehensive and age-appropriate orientation programme to help students adjust to College life. The programme includes familiarisation with campus and facilities, introduction to school system and resource, along with subject choices, uniform purchase/hire, English language and Math diagnostic assessments. The programme covers all relevant College policies, health and safety matters, available support services and facilities, names and contact details of International Students support staff, grievance procedures, and termination of enrolment etc.
- Students are required to attend the Orientation programme on the date advised. Attendance at the orientation programme is compulsory.
- If a student is living with accompanying parents and legal guardians who are new to the College and New Zealand, the College will work alongside with the student agent, in their native language where applicable, to provide an orientation programme with information about living in New Zealand, local area, and school expectations such as attendance, school performance, accommodation requirements, school system and New Zealand laws.

## PART THREE - SCHOOL POLICIES ON SPECIAL CHARACTER, GUIDELINES, AND REGULATIONS

### 1. Special Character

- Sacred Heart College is a Catholic school of the Marist and Champagnat tradition. Its spiritual or religious life is central to everything that happens at the College. International students, as all students in the College whether they are of the Catholic faith or not, participate fully in all religious observances through maintaining a quiet, dignified and respectful manner.
- A Marist and Champagnat school is one that draws much of its character from the spirit and traditions of St Marcellin Champagnat, the founder of the Marist Brothers. The Marist Brothers founded the College in 1903, and today the staff continues the work they began.
- The Marist Brothers' tradition is one of encouraging a simple, patient, hardworking and nurturing attitude with students, and aims to create a warm family spirit, which is the extension of each student's own family within a Catholic, Christian environment.
- All students at Sacred Heart College study Religious Education. For those International Students who are Catholic, it is an opportunity to explore and deepen their faith. For students who are not Catholic, it is an opportunity to discover something about the Special Character of the College, and the nature of the religious observances that take place throughout the school and church year and become more familiar with the Catholic world view.
- For those students who have English as a second language, the subject of Religious Education is taught by English Language Learners Department, so it is also an opportunity to improve English language proficiency within the context of a curriculum subject.

### 2. School Uniform

Every student is required to be correctly dressed in the uniform appropriate to his level. All students at the College are expected to wear the uniform as outlined in the student handbook which will be given to every student at the start of course. The College uniform is available ONLY at the Sacred Heart College Uniform Shop. The College requires that school shoes must be lace-up, black leather, clean and polished at all times. School sandals to be worn in Terms 1 and 4 can be purchased at the College uniform shop.

The following are unacceptable in terms of the school uniform.

- Anything other than the uniform listed in student handbook.
- Ripped or damaged uniform.
- Unnamed items of uniform being worn to school.
- The wearing of anything but sports uniform when playing contact sport on the fields.
- Jewelry of any kind except a wristwatch;
- Graffiti or offensive coverings of any item of uniform or equipment, including folders, books, diaries and bags
- Non-lace up shoes.

### 3. Student Appearance

- Hair must be clean, tidy, above the collar and not over the eyes. Students are not permitted to shave their head. Haircuts number 2 and above are permitted only.
- Hair colouring, dyes or extreme hair styles (eg No.1, plaits, braids, spikes or side shavings) are not permitted.
- Students at all levels must be clean shaven and sideburns should not be below the ear.
- Tattoos are not permitted.
- Body piercing is not permitted
- Students are expected to have clean skin and to protect themselves against body and foot odor.

### 4. Student Behaviour Policy

All students apply to attend Sacred Heart College. This application carries with it the undertaking to observe the rules of the College community and to behave according to the high standards it expects.

- The basic rule of this Christian community is that all its members, staff, students and others, have the right to enjoy being and working at the College. It is the responsibility of everyone to ensure this occurs.
- Respect for others is most important and manners are a vital part of this. This applies to all interactions with other students, with teaching and non-teaching staff and with the Brothers who live in the College. It is always expected that students thank others.
- Students must not bring Sacred Heart College into disrepute by their actions or behaviour, particularly whilst in school uniform. This includes travelling to and from school, and outside normal school hours.
- When representing the College students must be even more conscious of their behaviour. On the bus and train this means travelling quietly and sensibly. At all times you should stand for an adult. You should allow members of the public to get on or off before you and you should show respect to the driver by thanking him or her. At sports events your comments should not be offensive.

- Remember you are responsible for what others will inherit when they attend SHC – respect the property. This includes putting rubbish in the bin. No marking desks, walls or tables.
- At the conclusion of every class you must ensure your desk is straight, your chair in, and any rubbish off the floor. At the end of the day, you are required to put your chairs on the desk and ensure the windows are closed.
- Because of the damage they can cause, chewing gum, lighters, matches and permanent markers are not permitted at school.
- Spitting is a dirty and unhealthy practice which is forbidden.
- Smoking is forbidden on the way to and from school, during school or at any school event, or when on SHC uniform.
- You are not permitted to be out of school boundaries at any time. Out of bounds areas are marked on the school map. Unless you have permission from the Director of Pastoral Care you must not leave the school grounds.
- Mobile phones are permitted at school but must be switched off during the whole school day (8.40am to 3.15pm) and be out of sight. If mobile phones are confiscated, they will need to be collected from the school office by a guardian if applicable.

### ***Detentions***

There are two formal detentions, lunchtime detentions (Monday–Friday) and a “Friday” detention. This Friday detention officially lasts from 3.15 to 5.15 on each Friday, unless there is a holiday or half day on the Friday. In this case it is held on Thursday. This detention is given for serious reasons and as such cannot be moved to another Friday, except in exceptional circumstances through arrangement with the Director of Pastoral Care. Students are notified at the latest, one day prior to the detention being undertaken.

### ***Serious Misconduct***

The disciplinary procedures outlined in the Education Act 1989 shall be applicable for all serious misconduct alleged to have occurred both inside and outside the school. The parent, guardian or designated caregiver shall act as the parent in the disciplinary process. Should it be deemed appropriate the College and the Hostel reserves the right to terminate the contract and repatriate the student with forfeiture of fees.

### ***Stand-downs, suspensions, exclusions and expulsions from the College***

Sacred Heart College will comply with and follow the provisions and the Ministry of Education’s guidance for school’s on stand-downs, suspensions and termination of enrolment <http://www.education.govt.nz/school/managing-and-supporting-students/student-behaviour-help-and-guidance/stand-downs-suspensions-exclusions-and-expulsions-guidelines/>.

## **5. The General Discipline Action and Procedures**

- Discipline is the responsibility of all staff. There is a requirement that staff enforce all rules and policies. The manner in which incidents are dealt with is normally a combination of professional judgment, departmental or school policy. In saying this all discipline action at Sacred Heart College must be in light of the Special Character. The purpose at all times should be to ensure the Basic School Rule is being adhered to i.e. if your working environment, the learning environment of the student misbehaving or that of others in the class is being detrimentally affected you have a professional and moral obligation to intervene.
- All discipline action should help to produce a safe, pleasant learning and working environment. It should never humiliate, belittle or degrade.
- At any time, assistance is required regarding a student’s behaviour or well-being, the Director of Pastoral Care should be called upon. If advice or assistance is needed regarding Professional Development, the Deputy Principal will be able to assist.

The following procedures are available to students:

### ***DETENTIONS***

There is one formal detention, - a “Friday” detention.

Years 7 & 8

Detentions are on Friday from 3.15 to 3.45pm. Parents/guardians/residential care-givers are notified in writing, and are required to sign the detention notice and return it to the Year 7 or Year 8 Head of Year or the Director of Year 7 & 8. If the offence occurs when the boys are attending a class conducted by a “Year 9-13” teacher, the Head of Year or the Director of Year 7 & 8 will issue a Year 7 & 8 Friday detention.

Years 9 – 13 Friday Detention

Time: the detention officially lasts from 3.15 to 5.00pm each Friday, unless there is a holiday or half day on the Friday. In this case, it is held on Thursday. As a detention is given only for serious reasons, it is expected that once given, it will be carried out and not later changed for an alternative punishment. Alternate days can be arranged between the student and the Director of Pastoral Care in exceptional circumstances. “Friday Detention” can only be issued by Dean of International Students, a Head of Year or the Director of Pastoral Care. Any teacher can issue a lunchtime detention.

Form of the detention: Students will normally be required to pick up litter or be assigned to written work.

Notification: Students are notified, at the latest, one-day before the detention is undertaken. Assuming that the detention is on a Friday, the latest notice would be 3.15pm on the prior Thursday. Detentions given on the last day of the week are carried out the following week. The student

should be told that if he does not bring back the signed slip the next day, he will incur an additional 30 minute penalty, thus finishing at 5.15pm. The signed slips will be collected by Homeroom teachers and returned with the daily roll. Details are recorded in KAMAR database.

Supervisors: Detentions are supervised by the Director of Pastoral Care or a Head of Year.

Behaviour meriting detention: Any failure to observe the "Basic College Rules" would be matter for this detention. In general, the detention is for "non-classroom associated" failing or REPEATED failure in classroom associated behaviours. Teachers should consult the Head of Year if there is question of using the detention for other matters, so that the Head of Year will be kept informed of the problem(s).

Detentions missed: The Director of Pastoral Care will contact parents/guardians/residential care-givers of any International student who misses detention without good reason. If the student again fails to attend, he will be withdrawn from classes until it is done. Teachers are reminded that they are encouraged to hold their own detentions where necessary, within the parameters.

### **DAILY REPORT**

General Aim

1. To support Students
2. To alert parents, at the earliest possible stage re problems of attitude, misbehaviour, lack of progress, lateness, organisation, attendance, appearance.
3. To involve Homeroom & subject teachers fully in the Pastoral care system
4. To provide information for the Pastoral Care Team so as to ensure the best possible help is given.

An international student may be placed on Daily Report to assist students in various aspects of their learning and behaviour. While a student is on Daily Report, they should not collect any adverse comments. The Daily Report will monitor student progress in a number of specified areas. Students on Daily Report will report to their Head of Year during Homeroom time each day. The Daily Report must be signed each evening by a parent, guardian or residential caregiver.

The Guidance Counsellor, Head of Learning Support and the Head of Careers and Transition all have procedures to assist staff and students.

The time specified for which an International student will be on Daily Report is determined by the International Dean or Director of Pastoral Care. If a student does not respond to the criteria being monitored on the Daily Report, parents/guardian/residential care-giver may be contacted for a meeting with the Head of Year and Director of Pastoral Care.

If a student is boarding, the report needs to be signed by the study supervisor from Monday to Thursday and the

Director of Boarding on Friday. When a student is placed on Daily Report it is the responsibility of the student to ensure that it is signed each period by the teacher. No gaps must appear on the Daily Report.

## **6. Disciplinary Action for International Students, School's Obligations and Procedural Requirements**

### **Sacred Heart College may take appropriate disciplinary action.**

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

only by standing-down or suspending the student under this contract.

6. In making decisions on appropriate disciplinary action the Principal and the Board of Trustee will as far as practicable ensure that any such disciplinary action:
  - (a) is proportionate to the seriousness of the behaviour of the student; and
  - (b) minimises the disruption to a student's attendance at school and facilitates the return of the student to school when that is appropriate; and
  - (c) is dealt with in accordance with the principles of natural justice.
7. If the student is stood-down or suspended, the principal will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
8. If a student's suspension is subject to conditions, the principal will take all reasonable steps to ensure that an appropriate educational programme is provided to the student.
9. The programme referred to in clause 6) will as far as practicable be designed to facilitate the student's return to school and to minimise the educational disadvantages that occur from absence from school.

## 7. Attendance

- International Student is required by Immigration New Zealand to have satisfactory attendance (you must attend at all times as required) to meet its requirement. To re-apply for a student visa, Immigration New Zealand attendance policy states that to be eligible for a student visa a student must have a minimum of 90% attendance in their previous academic year.
- The Education Act does not allow for holidays in school time, shopping or looking after other members of the family. The school attempts to meet any reasonable requests from parents or caregivers for leave, but senior students need to be aware of the restrictions associated with NCEA internal assessment. The full support of parents and caregivers in these matters is an important factor in preventing truancy and in keeping young men out of trouble.
- Absences: If a student is absent from school, the absence must be phoned through to the College as early as possible by parents/homestay caregivers/guardian. A written note for the absence should be given to the homeroom teacher for filing.
- Appointments: Students may make appointments with a doctor or dentist in school time, although it is much less disruptive if appointments can be made after school. The student should bring a letter from the parents/caregiver or boarding master to be countersigned by

the Head of Year or Director of Pastoral Care during Homeroom. The student then signs out/signs in at the School Office as the leave and return.

- Sickness during the school day: The College has fully trained nurses in attendance at the Health Centre between 8.45am and 3.15pm. The nurse can give permission for students to go home sick at any time and will normally contact parents/ caregivers when this occurs. If the nurse is not available students should see their Head of Year or homeroom teacher. Under no circumstances are students allowed to leave the school grounds without seeing a staff member first. If hospital attention is necessary, the Health Centre staff must be notified so that they can inform the parents and keep a check on the student's progress.
- Lateness: If a student arrives late to school, he must sign in at the Head of Year office window until 9.30am or if after 9.30am, at the main office or the Director of Pastoral Care.

## 8. Travel and Holidays

- Parents are welcome to visit their child while studying in New Zealand.
- International students are encouraged to travel within New Zealand in holiday time if:
  - With their host families.
  - With school organized groups.
  - On trips and activities organized by their agents or by approved student travel companies in the school holidays.
  - With their parents.
  - With sufficient adult supervision at all time.
- The College does not encourage a return to the home country in the short holiday breaks.
- International Students are not permitted to leave school before the end of term to travel home and must ensure they are back in New Zealand in time for the start of the new term. Exceptions are only given with valid reason on application. All holiday/travel arrangements must be approved by the Director of International Students.
- International Students under 18 are not allowed to travel independently while they are studying at Sacred Heart College. This is a condition of enrolment.
- Students must advise the Director of International Students of any holiday arrangements two weeks in advance, have parental permission form completed and signed by their parents with full contact details for themselves and the adult in charge for the whole period.

## 9. Transport

- The College operates a school bus service for students. Information on times and routes is available on College's website.
- Sacred Heart College does not permit International Students to own or drive a car whilst studying at the College regardless of their age. This is to ensure their safety at all times. Permission may be granted in exceptional circumstances. Application needs to be made in writing to the Director of International Students.

## 10. Part-time Work

- In order that International Students achieve their greatest potential, Sacred Heart College does not permit them to obtain part time work while studying at the College. However, permission may be granted for Year 12 and 13 students in some circumstances.
- Application needs to be made in writing to the Director of International Students. If approved by the school, a Variation of Conditions to a student permit will need to be applied for. Go to [www.immigration.govt.nz](http://www.immigration.govt.nz) to view the detailed requirements of the New Zealand Immigration Service;
- Students will need to show they are making and maintaining excellent academic progress, have excellent attendance and have made satisfactory transport arrangements to and from work. Sacred Heart College requires written confirmation from both the parents and agent prior to application.

## 11. Student Support, Advice, and Services

Many staff provide support, advice, services and help for International students. The College offers comprehensive support to International Students which includes:

- Orientation programme to help new students to fully understand relevant advice and services to support their educational outcomes.
- Ongoing academic support and guidance to ensure each student gets ahead academically and socially.
- Provision of information about their legal rights and obligations, and possible risks when receiving advice and services.
- Provision of information and advice on pathways for further study, career development, and where possible, information on minimum wages and labour conditions, maximum hours of work permit under their visa conditions.
- Free after school Study Centre every day supervised by subject teachers.

- After school English workshops for senior students wishing to develop their English skills more quickly.
- Prefects tutoring and buddy support from committed senior students who are willing to help.
- Term interviews for each International student on academic progress and welfare conducted by experienced International Department staff.
- Student visa renewal services.
- Assistance on insurance claim.
- Guidance Counsellor and Careers Advisor are available for counselling and interviews, by appointment. Other members of the Guidance network include the student's Homeroom Teacher, Head of Year, or Director of Pastoral Care.
- A number of staff members who are fluent in a second language may be available to help students who need to speak to someone in their own language. Please see the list of those teachers willing to help at the International office or in the ELL classroom.

Other support services available to students are:

College Chaplain: Arrange for an interview through the Director of Pastoral Care or the Director of Special Character.

Catholic Family and Community Services: Offers support, assistance and counseling for all individuals and families.

Youthline: Telephone counseling services available from 11am – 11pm, 7 days a week. A service for all young people and their families.

Kidline: Telephone helpline for students aged 9 to 13 years old.

Lifeline: A professional, confidential service offering help, support and information in order to reduce personal stress.

Asian Family Services: a division of Problem Gambling Foundation of New Zealand provide professional counselling and advice in Cantonese, Mandarin, Korean, Vietnamese, Thai and Japanese.

## 12. International Students at Risk or with Special Needs

- The College requires that relevant information must be disclosed by parents/agents if an international student has special needs or at risk prior to the enrolment of the student; Failure to do so might result the enrolment is terminated by the College.
- A student is regarded as at risk if the College has reasonable grounds to believe that there is a serious issue relating to the student's health, safety, or well-being, including (a) the student is unable to adequately protect himself against significant harm or exploitation; (b) the student is unable to adequately safeguard his personal welfare.
- A student with special needs refers to circumstances where a student who experiences a physical, sensory, cognitive, psychosocial, or behavioural difficulty, or a combination of these, and that difficulty or those difficulties affect his ability to participate, learn, and achieve, or requires the provision of adapted programmes, learning environments, specialised equipment or materials to support him to access the curriculum, participate, learn, and achieve.
- International Students are closely monitored through the College's pastoral care system so that any student who might be at risk or with special needs are identified and reported to the International Department.
- Parents/guardian/caregivers of the student at risk or with special needs will be contacted, communicated and referred to where applicable, the organisations for the provision of support.
- Where the risk or special needs are not to be covered by the student's insurance, parents/guardian/caregivers of the student are required to fund the costs should it be required.

## 13. Dealing with Grievances

- All new International Students to the College will be given the information and advised on the process in the Orientation programme related to dealing with grievances.
- The College has an effective internal process for addressing grievances by its International Students.
- International Students can contact the Director of International Students or the Dean of International Students if they have complaints. An interpreter can be arranged if the student would like to.
- If the complaint is not dealt with to the parents/student's satisfaction, the issue can be brought to the Principal.
- If parents/students are still not satisfied with the matter, they may ask the Board of Trustees to consider the matter.
- From the 1st July 2016, all complaints and/or disputes is dealt with under the Code of practice and/or The International Student Contract Dispute Resolution Scheme (DRS), which provides a free, faster and more effective process for students to resolve contractual and financial disputes with education providers. Students and parents can read the International Student Contract Dispute Resolution Scheme (DRS) on the legislation website <http://www.legislation.govt.nz/regulation/public/2016/0042/latest/DLM6748715.html?src=qs>.
- A "What to do if you have a problem" chart is displayed in prominent places in the College and distributed at orientation. All students are given a copy of how to make complaints at orientation.
- All International Students will be informed of the availability of resource to the code administrator or DRS if they cannot access the internal grievance process or is dissatisfied with the outcome or using the process.
- They will also be informed of how to make a complaint to the code administrator or to seek resolution of a financial dispute under the DRS.

## 14. Internet Access

Students are provided with internet access through parent consent as part of the pre-enrolment process. The internet is only to be used for educational purposes and whilst the College has taken precautions to eliminate controversial material, it is not possible to restrict access to all such material and hence access remains the individual student's responsibility. Internet use and sites are monitored closely.



## PART FOUR: SCHOOL'S CURRICULUM, CO-CURRICULAR ACTIVITIES, AND NCEA

### 1. Academic Curriculum and Pathways

#### *Junior School*

- While Years 7 and 8 are located in separate buildings and structured around a homeroom-based learning environment, they are fully integrated into the College in Curriculum matters, where they are offered subject choice with specialist teachers in the performing and visual arts, technology, language and applied science.
- At Years 9 and 10 the curriculum continues to build upon the foundations laid at Years 7 and 8 with a greater reliance on individually based learning, with separate teachers in the core as well as specialist subjects. All students have the opportunity to study an international language such as Spanish or Chinese if they wish.
- In Year 10 all students follow a common course of core subjects, as well as choosing three options from a range of nine - Art, Computer Studies, Commerce, Supplementary English, ESOL, Spanish, Graphics and Design, Chinese, Maori, Music, Technology and Visual Language.
- At each of Years 9 and 10 there are two accelerate classes.

#### *Senior School*

- In Year 11 students enter NCEA Level 1. Able students are offered a range of extension courses.
- In Years 11 to 13 many courses are available covering the National Qualifications Framework Unit Standards, and NCEA Levels 2 and 3. Many students undertake study across the levels.
- Underpinning the curriculum at all levels are the courses offered in Religious Education, which is a compulsory core subject at Sacred Heart College. The College also offers Achievement Standards in Religious Education under NCEA.
- Further opportunities for the faith development of students include sacramental participation, liturgical worship, prayer and, for senior students, retreats. The College, assisted in this area by its Chaplain, fosters and promotes the rich inheritance of Catholic values.

### 2. Entry to University and Other Tertiary Institutions

- Each University/Tertiary Institution will have its own set of entry criteria. Students are expected to check these entry criteria. Information is available from the Sacred Heart College Careers Office and from Tertiary Institutes themselves.
- Common University Entry Standard: A student shall be qualified for entrance to a University in New Zealand if he/she has obtained all of the following criteria:
  1. NCEA Level Three.
  2. A minimum of 42 credits at Level 3 or higher on the National Qualifications Framework, including a minimum of 14 credits at Level 3 or higher in each of three subjects from an approved subject list.
  3. A minimum of 10 Numeracy credits at Level 1 or higher (offered from a range of Level One subjects on the National Qualifications Framework).
  4. A minimum of 10 Literacy credits at Level 2 or higher (offered from a range of Level Two and Three subjects on the National Qualifications Framework), of which 5 credits must be in Reading and 5 credits must be in Writing. The literacy credits will be selected from a schedule of approved Achievement Standards and Unit Standards.
  5. Most Universities will require a higher standard of entry into selected programmes than those listed in the Common Standard and will also require students to have undertaken Level 3 Courses in specified subjects. These are referred to commonly as limited entry courses. Students and parents should consult University admissions information for specifics.

### 3. English Language Learner Department

The College offers International Students extra support through the English Language Learner Department for students who require extra English language support. At Year 9 and 10, International Students attend their mainstream English classes and come to ELL Department during their Social Studies and Religious Education lessons. The ELL teachers teach them the necessary content to ensure they are able to rejoin the mainstream classes at any time but focus on teaching the language needed to be successful scholars in New Zealand and also to become confident in communicating with teachers and students in their classes. Year 11-13 follow the same programme as local students in the Communication English course-Thematic Studies. This is an excellent way for the students to gain confidence in their linguistic skills and to make a link with the New Zealand curriculum. At the same time, they gain vital literacy credits for their tertiary futures.

## 4. Subjects and Subject Selection

Student Courses at Sacred Heart College are organised so that:

- Students can work at different levels in different subjects.
- Year 11, 12 and 13 students study a compulsory core of subjects at each level together with a number of optional subjects.
- Students can choose these subjects from any level, provided that they meet the school's recommended entry criteria for study in that subject at that level. It must be noted that progression through the levels in any subject is not automatic. Exceptions for special circumstances can be granted only by the Director of Curriculum, who will decide only after consultation with the student's parents and relevant school staff. Parents who insist that their son follow a course of study against the recommendation of the school will be asked to certify that they do this knowingly.
- Standards for the NCEA can be accumulated over several years.

For details regarding course requirements please refer to the current Senior Course Book that can be accessed from the school website (<http://www.sacredheart.school.nz/shc/curriculum-info/>) or a copy can be obtained from the Director of Curriculum or the Director of International Students.

## 5. Co-Curricular Activities

Co-curricular activities and team participation provide opportunities for International students to develop a sense of belonging, to support and encourage others, to learn about leadership, create group spirit and resolve conflict. They learn how to interact constructively with others while working towards a common goal. They also learn and perfect their own individual skills and talents. At Sacred Heart, all students are strongly encouraged to participate in any of the following groups and activities that are available.

### **Music**

Bands - Beginners, Junior, Senior and Jazz band

Choirs - Junior and Senior

Individual instrumental Tuition

Walter Kirby Annual Group and Individual Competition

School Productions

School Musical Production (Years 11 to 13)

Junior Production (Years 7 & 8)

### **Drama & Public Speaking**

Debating Teams

Year Level Speech Competitions

### **Cultural Groups**

Maori Kapahaka Group

Tongan Cultural Group

Samoa Cultural Group

### **Service Groups**

Duke of Edinburgh Award

Young Vinnies

### **Sports**

Athletics, Badminton, Basketball, Chess, Cricket, Cycling, Distance Running, Football, Golf, Hockey, Rowing, Rugby, Softball, Squash, Swimming, Tennis, Table Tennis, Touch Rugby, Water Polo.

## 6. Parental Permission for school trips

(for other than school related Educational trips, Sports trips on Saturdays or after school)

International Students will wish to participate in school trips related to the curriculum, special character of the school, and community integration as they arise. New Zealand's Health and Safety at Work Act requires the College to complete a comprehensive process of informed consent for each participating student. Due to the complexity of the consent process and limited timeframe available, the International Department of the College undertakes to approve the trips on behalf of overseas parents. This will involve liaising with the department arranging the trip and coordinating with homestay families or the Sacred Heart College Hostel to complete the consent procedures and documents. Parents of Sacred Heart College International Students agree to give the College authority to consent on their behalf by signing the Parents and Student's Declaration and Authorisation on Page 5 of International Student Application Form and Enrolment Agreement [https://sacredheart.school.nz/wp-content/uploads/2019/05/SHC\\_AppFormEnrolAgrmt\\_Intl\\_0419\\_Web.pdf](https://sacredheart.school.nz/wp-content/uploads/2019/05/SHC_AppFormEnrolAgrmt_Intl_0419_Web.pdf)

## 7. NCEA Examinations

NCEA exams (National Certificates of Educational Achievement) are New Zealand's national qualifications for senior secondary students. NCEA is part of the National Qualifications Framework and NCEA exams are recognized throughout the world by many universities. All International students who are at Sacred Heart College from February to December will be required to sit NCEA exams at the end of the year. For more information please go to: <http://www.nzqa.govt.nz/ncea/about/index.html>.

### **Level 1**

- For a student to be awarded NCEA Level 1 he must achieve 80 credits.
- Of these, 10 credits must be in literacy standards and 10 credits in numeracy standards.

**Level 2**

- For a student to be awarded NCEA Level 2 he must achieve 80 credits, 60 of which must be from Level 2, or higher standards.
- There are no literacy or numeracy requirements for this qualification.
- The National Certificate of Educational Achievement (Level 2) will be awarded to students who are credited with a minimum of 80 credits, of which a minimum of 60 credits are at Level 2 or above, from anywhere on the National Qualifications Framework (NQF).

**Level 3**

- For a student to be awarded NCEA Level 3 he must achieve 80 credits, 60 of which must be from Level 3, or higher standards.
- There are no literacy or numeracy requirements for this qualification, but there are literacy and numeracy requirements needed to gain the University Entrance.

## PART FIVE: ACCOMMODATION OPTIONS, POLICIES AND GUIDELINES

### 1. Sacred Heart College Accommodation and Care Policies

Sacred Heart College undertakes to comply with the accommodation requirements set out in Part 4 of the Education (Pastoral Care of International Students) Code of Practice 2016. All students who study at Sacred Heart College must live in one of the following categories of accommodation, which will be determined and verified on or before enrolment:

- The Sacred Heart College Hostel (acceptance to hostel is subject to place availability and a successful interview);
- A Sacred Heart College approved homestay.
- With parents.
- With a designated caregiver.

No students will be enrolled into Years 7 or 8 unless living with a parent/designated caregiver full time, or any other arrangement prior approved by the College. The College has this as a requirement because it believes it is in the best interests of the students. No student is permitted to be living independently.

### 2. Administrative Requirements and Guidelines

**General**

- The Director of International Students will hold the full name, current address, contact telephone numbers and occupation of the residential caregivers. If a student changes homestay, the International Department MUST be notified of the new contact details immediately.

- All accommodation queries, including pastoral care issues, will be dealt with by International Department. Any serious concerns relating to accommodation will be reported to the Code Administrator at the Code of Practice Office.
- Police vetting will be carried out on all adults aged 18 years and over living in a homestay, designated caregiver accommodation.

**College Boarding Hostel**

- Students at Sacred Heart College may not live in any other hostel than that of this school.
- International students living in the Hostel are required to make payments for a full year in advance unless other arrangements are made prior to the consent of Director of Boarding.
- Sacred Heart College guarantees that the College Hostel complies with all regulations governing hostels. Regular liaison between the Director of Boarding and the Director of International Students will be kept ensuring the boarding establishment continues to comply with code requirements and that the pastoral care needs of the students are being met;
- The College Hostel is closed over Public Holidays and long weekends, as well as the school holidays. Alternative accommodation will need to be found for these periods. Students will either go home to their parents, stay with their designated caregiver or guardian, or in a homestay arranged by the College.
- These holiday accommodation arrangements for boarding students must be approved by the Director of Boarding and the Director of International Students at least two weeks prior to the holiday.
- If the guardian or designated caregiver arranges a holiday homestay for the student, a homestay compliance fee may be charged if necessary, to ensure that the homestay meets the required standards. Please refer to the current fee schedule for this cost.

**Homestay**

- Sacred Heart College organises homestay for International Students, and/or employs homestay agencies whose job is to select and monitor homestay careers for International Students according to the Code of Practice. The College's Homestay Coordinator monitors and liaises with these homestay agencies.
- Homestay payments are made from the school to the host families according to the homestay agreement.
- All homestays will have an on-site assessment, prior to the students taking up the homestay, to determine that living conditions are acceptable and that the residential caregivers are able to provide a physically and emotionally safe environment.
- Where a homestay is arranged privately or through a recruitment agent, prior approval must be obtained from the Director of International Students. In addition,

an annual homestay compliance and monitoring fee is to be paid to the College, to ensure that the homestay meets the College and Code requirements. Please refer to the current fees schedule.

- A student must not change homestay without prior approval from the Director of International Students. If the change in homestay is arranged privately or through an agent, a homestay compliance/monitoring fee will be charged. Please refer to the current fees schedule.
- If a student wishes to leave the homestay they must discuss with the International Department staff and when approved give at least two weeks' notice to the Homestay Coordinator or the Director of International Students.
- Where a student's behaviour or demands become unreasonable, the homestay service may be discontinued with two-week notice given by the host family.

### **Designated Caregivers**

- Parents of an international student living with a designated caregiver are required to sign a Statement of Designated Caregiver Arrangement stating that the designated caregiver is a relative or a close friend and that the parents have selected the accommodation subject to the approval of the College.
- The designated caregiver accommodation will be compliance checked and monitored as for homestays, and an annual compliance and monitoring fee will be charged to ensure the accommodation and care provided meet the College and Code requirements. Please refer to the current fees schedule.
- The Homestay Coordinator or the Director of International Students will meet with the designated caregiver on or prior to enrolment of the student and the relationship between the designated caregiver and the student's parents will be checked to establish validity.
- Designated caregivers must sign on the College's International Application Form and Enrolment Agreement on the Statement of Designated Caregiver Arrangement that outlines the responsibilities of the caregiver.

### **Parents**

- Students living with parents must still be monitored by the College and the home of the parent may be visited to verify the living situation.
- At no time can a parent leave the student unsupervised overnight or for any length of time without first informing the Director of International Students or Homestay Coordinator and seeking approval for a temporary adult caregiver to take their place.
- The parent agrees to take full responsibility for the pastoral care of the student outside school hours and may be called up to the College at short notice on

academic or pastoral matters relating to their son.

- If a parent leaves a student unsupervised in New Zealand that student will lose their place at the College and New Zealand Immigration will be informed.
- Parents must follow all policies of the College at all times.
- Birth certificates may be required to verify parent status and the College must have a copy of the parent's visa to show immigration status.

### **Guardians**

Sacred Heart College Hostel requires all International Students living in the boarding hostel to have a New Zealand contact person acting as their guardian. The guardian is not a legal term. International students who are living with a designated caregiver or a homestay are not required to have a guardian but is strongly suggested to have one to act on the parents' behalf if the need arises. The guardian can be appointed either by the parents or the College if required. The parents and the guardian must sign a guardianship care agreement as provided by the College that outlines the care responsibilities of the guardian.

Sacred Heart College expects Guardians to:

- Keep the College informed if the student has concerns, complaints or medical problems.
- Provide temporary accommodation for the student if the Health Centre or Hostel staff consider him contagious or unwell enough to remain the Hostel.
- Provide emergency accommodation for the student if he is facing disciplinary action (e.g. stand down, suspension, expulsion) from the Hostel and/or the College.
- Advise the College if there are to be any changes to the student's living situation or any problems or adverse situations within the student's family.
- Be responsible for organising the student's travel arrangements during the holidays and arranging transport to and from the airport if necessary.
- Maintain regular contact with the student and see them regularly and where possible, assist the students with financial management.
- Keep the student's parents informed on all matters relating to their son.
- Arrange tutors as recommended by the College where necessary.
- Assist the student with visa applications.
- Attend parent/teacher interviews on the parents' behalf.

The Guardian can expect Sacred Heart College to:

- Have the Director of International Students and Director of Boarding meet with the guardian at the time of the student's enrolment.
- Keep the Guardian informed of any problems or concerns relating to the student through the Director of International Students.

- Send copies of the student's school report to the guardian.
- Have the Director of International Students and Director of Boarding available to offer support and/or discuss matters regarding the student.

### 3. Divisions of Responsibility

Sacred Heart College Responsibilities:

- Providing a 24/7 contact person for emergencies.
- Monitoring the activities of accommodation agents regularly.
- Providing a support structure for homestay families.
- Maintaining a record of the results of homestay assessments.
- Carrying out and recording the results of students' reviews related to accommodation.
- Select and screen homestay families within a reasonable distance of the College.
- Visit accommodation to ensure all requirements are met and the home is suitable.
- Police vet all residents over the age of 18 in each homestay.
- Contact referees provided by the host family.
- Visit homestays twice a year for students under 18 and keep records of the homestay visit.
- Keep the student family fully informed of all issues relating to students and homestays.

Homestay Caregivers will be expected to provide the following:

- A friendly safe living environment where the student is well cared for.
- Three meals a day with access to snacks.
- A bedroom with bed, bedding, desk, chair, lamp, adequate heating and clothes storage.
- Organisation of either private or public transport to and from the College.
- Adequate access to bathroom and laundry facilities.
- A respectful and inclusive environment.
- Advise the College if there are any changes or additions to the household.
- Notify the College immediately if there are any medical, behavioural or emotional problems with the student.
- Provide support for a student's faith practice if required.
- With unlimited broadband increasingly available in Auckland, the homestay family is encouraged to provide internet access to the student to support their study and social connection, but put in place rules/limits (for example up to 10:30pm) so that the student is refrained to play games at night time.

Homestay families are not expected to:

- Pay for toll or mobile calls made by the student.
- Cook special food.
- Insure the student's property or pay for property that the student damages;
- Offer accommodation to visiting parents, relatives or friends.
- Comply with unreasonable requests.

### 4. Sacred Heart College Hostel

Boarding is an integral part of life at Sacred Heart College. The Boarding hostel located on site at the College caters for 170 students from Years 9 to 13. Some return home each weekend, while others board full-time. Up to 20 International students at the College can be accommodated in the College Hostel. If a student wishes to obtain a place in the Hostel, a separate application must be made, as the Hostel is operated as a separate facility to the College. Applications need to be made well in advance if a place is required for the following year. A place cannot be guaranteed at any time as availability of beds is dependent on whether any students currently in the Hostel decide to leave. The Hostel is usually fully occupied throughout the year. If a student wishes to gain a place in the Hostel and there are no positions available, a homestay can be found initially until a place becomes available. All students wishing to gain a place in the Hostel must have an interview. It is most important that International students coming into the hostel have a reasonable grasp of English so that verbal instructions can be easily understood, and that a student can clearly articulate his needs. A student must also show that he has a good work ethic and is prepared to become fully involved in all aspects of Hostel life. The Hostel is not just a place to sleep and eat, it is a family and a community in which all students need to participate and contribute.

#### **Facilities**

Years 9 and 10 students share partitioned dormitories and have supervised study. Year 11 students have a study desk in their cubicle while Years 12 and 13 have individual rooms. All students have access to common rooms with television. The Chapel, sports fields, aquatic centre and gymnasium are also available.

#### **Study**

Years 9 and 10 boarders are required to study for a minimum of one and a half hours every night during the week, and Years 11 – 13 for a minimum of two and a half hours. Study is supervised by teachers and university students who can help students with any difficulties. Boarders have access to the library and computer rooms.

#### **Sport**

Boarders have access to the full range of sports offered at the College and enjoy the advantage of not having to travel home on completion of sports practices after school.

### ***Spirituality***

Boarders gather for prayer in the morning and in the evening in the common room or the Chapel. Mass is celebrated each weekend on Saturday evening or Sunday morning.

### ***Friendship***

The bonds of friendship formed during boarding days often last throughout life. Teenage boys enjoy the company of a larger group of their own age, and also get to develop future relationships with others, younger and older than them.

### ***Fees***

The Sacred Heart College Hostel Board sets the fees for boarding. The boarding fees are separate from International tuition fees. The boarding fee is reviewed by the Hostel Board in August each year and is subject to change at that time. For International Students, the full year's fees in advance are required. Please refer to the current International Student fee schedule for Hostel related fees.

## **PART SIX: COMMUNICATION, REPORTING, COMPLAINTS AND GREIVANVE PROCEDURES**

### **1. Communication with Parents**

- Sacred Heart College welcomes direct communication from parents via phone, email, letter or visits.
- All communications will be answered by a member of the International Department.
- The College will communicate with parents via letters and newsletters on a regular basis. Please include parents' email address on the application form and enrolment agreement. The College website will also contain up to date information through its Parent Portal.
- All students must have regular contact with their parents by phone or by email.
- It is essential that the College maintains an accurate record of parent contact details. All application forms must have full details for contacting parents, guardians and designated caregivers. Please advise the Director of International Students of any changes in contact information.
- Any emergency situation will be dealt with promptly by the College during school hours. The parents will be informed by the Director of International Students or the Principal. Emergencies outside school hours will be dealt with initially by the student's caregiver, Homestay & Welfare Coordinator and the Director of International Students informed. The Director will then contact the student's parents.

## **2. Academic Progress and Reporting**

- The College reports fully on academic progress twice a year, after the mid-year and end of year school examinations:
  - June – Senior and Junior school reports
  - September – Senior school reports
  - December - Junior school reports
- A progress report is issued at the end of the first term.
- A weekly note is emailed to parents for students at Years 7-12.
- Please ensure that it is specified on the application form who it is that should receive the school reports on behalf of the student (Parents, agent or guardian).
- The College expects all International students to make reasonable academic progress and try their best. Any concerns with regard to academic progress will be communicated directly to the parents/guardian/ designated caregiver or agent in New Zealand.

## **PART SEVEN: FEES, FEES POLICIES AND TUITION CONTRACT**

### **1. Tuition Fees**

Please refer to the International Student Fees for tuition fees and other costs for the current year.

### **2. Tuition Fees Refund Policy**

All tuition fees are to be paid prior to commencement of course at Sacred Heart College. Payment of fees is confirmation and acceptance of a contract with the College.

Sacred Heart College will ONLY refund tuition fees under the following rules:

- Refunds will only be made in exceptional circumstances.
- Circumstances deemed to be exceptional are: the death or serious illness of a parent or the student concerned; a special family hardship; a failure by a student to obtain a student visa; the College ceasing to provide a course as contracted with a student; the College ceasing to be a signatory of Code of Practice; the College ceasing to be an education provider.
- If an application is made before the commencement of the course, fees will be refunded in full less a NZ\$2,250 administration fee.
- If an application is made within the commencement of the course, there will be a refund of the fees less:
  - An administration charge of \$2,250.
  - MOE and Proprietors Levies already paid by the school.
  - The General Purpose and Attendance Due components of the fee already committed for the duration of the course, including salaries for

teachers and staff involved in the International programme and commission paid to agents if applicable.

- Any unused portion of fees paid to the homestay, SHC Hostel, or fees for services not yet delivered or used may be refunded.
- Any application for a refund of fees must be made in writing to the Director of International Students outlining the reasons for the refund.
- All refunds will be made to the person who paid the fees i.e. the parent, guardian or parental representative.

No refunds will be made:

- If a student voluntarily withdraws from the College.
- If a student withdraws from the College after payment has been made to the College and the College has confirmed his place in Term 4 for the next academic year.
- If a student transfers to another school part-way through their course.
- If a student acquires permanent residency after the commencement of their course.
- If a student's enrolment is terminated by the College on the grounds of serious misconduct or unacceptable behaviour.

### 3. Fees Protection Policy

#### **Rationale**

The school is required to ensure that all students' fees are protected in the event that the school is unable to continue to offer tuition to International students or in the event that a student is required to return home.

#### **Guidelines**

The Board of Trustees of Sacred Heart College confirms that the Tuition Fees of International Students will not be spent by the college prior to the tuition being provided.

#### **Sacred Heart College International Students Tuition Contract Terms**

Sacred Heart College ("the College") agrees to enroll the student named in the application for tuition ("the Student"), subject to the terms and conditions in this agreement.

#### **The College obligations**

The College shall enroll and provide tuition to the student in accordance with the Act, and Education (Pasoral Care of International Students) Code of Practice 2016. The College shall comply with:

- Requirements of Immigration New Zealand who are responsible for implementing the Immigration Act 1987.
- The Human Rights Act 1993 on matters of discrimination.
- The Privacy Act 1993.
- The Fair Trading Act 1993.

- The Consumer Guarantees Act 1993 designated.
- The College shall provide a fees refund policy in accordance with the Code of Practice.
- The College shall advise the student's parents/guardians, designated caregiver, parent representative (agent) and homestay hosts of all matters and information required to be provided under the Education Amendment Act 1989.
- The College shall provide academic progress reports regularly throughout the year.
- The College shall collect, hold and use any personal information regarding the student and his family only for school purposes.
- The College shall use its best endeavours to ensure the safety, health and wellbeing of the Student but shall not be liable for:
  - any damage or harm caused to the Student or the Student's property whilst attending the College.
  - any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation.
  - any damage or harm caused to the Student or the Student's property outside normal school hours.

#### **The Parents, Designated Caregiver or Guardian Obligations**

The Parents or Designated caregiver/guardian shall:

- Agree that the student will comply with the College policy of behaviour, rules and regulations as set out in this Handbook.
- Agree that the student will attend school regularly and that in the case of irregular attendance the school shall contact the designated guardian and/or the Immigration Service
- Agree to the refund policy approved by the Board of Trustees set out in this Handbook.
- Agree to the College Accommodation and Care Policy set out in this Handbook.
- Agree to ensure that the compulsory medical and travel insurance cover purchased for the student meets Code of Practice and College requirements as set out in this Handbook.
- Agree to ensure that the student who lives in Sacred Heart College Hostel has a New Zealand guardian or designated caregiver who meets the College requirements regarding guardians or designated caregivers.
- Agree to the College making any course change, if this is seen to be in the best interest of the student.
- Authorise the College to:
  - Receive information from any person, authority or corporate body concerning the Student, including, but not limited to, medical, educational and welfare information.

- Provide consents in respect of any activity carried out and authorized by the College.
- Receive financial information relating to the Student including bank accounts, debts or income of the Student while in New Zealand.
- Provide necessary consents on the Student's behalf in the event of a medical emergency where it is not reasonably practical to contact the Parents.
- Advise the Student's homestay host or the Director of Boarding of all matters and information required to be provided to parents of any student under the laws of New Zealand and agree to appoint the homestay host or the Director of Boarding as their agent in New Zealand to receive such information in substitution for the parents;
- To obtain information regarding the Student from the homestay hosts.
- Agree to provide the College with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the College.
- Agree to provide the College with their current address, phone number and email address contact details. Any changes that are made to any of this contact details will be immediately notified to the College's International Department.
- Acknowledge that:
  - Personal information of the Parents and/or the Student collected or held by the College is provided and may be held, used and disclosed to enable the College to process the application for tuition, provide tuition and homestay services to the Students, provide to the Student and/or Parents advice or information concerning products and services the College believes may be of interest to the Student and/or Parents and to enable the College to communicate with the Student/and/or Parents for any purpose;
  - Pictures, images, videos of the Student collected or held by the College may be used for the publicity, marketing and promotional activities of International Department, or general purpose for learning activities provided to the students by the College that the College believes may be of interest to the Student and/or Parents;
  - All personal information provided to the College is collected and will be held by the College at 250 West Tamaki Rd, Glendowie, Auckland, 1071, New Zealand.
  - If the Student/Parents fail to provide any information requested in the application for tuition, the College may be unable to process the application to enroll the student.
- The Students/Parents have the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the College concerning them.

### ***The Student's Obligations***

The student shall:

- Comply with the College's policy of behaviour, rules and regulations as set out in this Handbook.
- Attend school regularly and produce a written note or medical certificate to explain any absences on the day or returning to the College.
- Comply with homestay or College Hostel rules and regulations.
- Not request extended holiday leave or leave outside of the academic school year unless in exceptional circumstances.
- Accept any change of course that the College makes, if this is seen in the Student's best interests.
- Have the prior approval of the Director of International Students before making any changes in homestay arrangements.
- Agree to comply with the College Accommodation and Care Policy as set out in this Handbook.
- Have current medical and travel insurance that meets Code of Practice and College requirements as set out in this Handbook.



## PART EIGHT: TERMS AND CONDITIONS FOR GENERAL ENROLMENT AGREEMENT

### 1. Glossary of Terms

This handbook forms part of International Student Application Form and Enrolment Agreement and contains the entire understanding and agreement of the parties and overrides any prior promises, representations, understandings or agreements. The terms and conditions stated in this handbook may be changed by the College in consultation with the Student, and Parents or Legal Guardians, except where such change is required by New Zealand legislation or the Education Code of Practice 2016. This International Student Application Form and Enrolment Agreement shall continue in force during the year of study with the College.

For the purposes of forming Enrolment Agreement the following terms shall have the following meanings:

- Accommodation means the residential accommodation provided to the Student pursuant to the International Student Application Form and Enrolment Agreement, Admission to Boarding Contract Form and Homestay Application Form and Contract. It means the agreement between the Student, the College, the Parents or Legal Guardians, which governs the Student's accommodation arrangements.
- Act means the Education Act 1989.
- Agreement refers to International Student Application Form and Enrolment Agreement, Admission to Boarding Contract Form and Homestay Application Form and Contract.
- Code means the Education (Pastoral Care of International Students) Code of Practice 2016.
- Fee means fees payable by the Parents or Legal Guardians to the School as per the International Student Fees and Refund Policy.
- Homestay has the meaning as set out in the Code.
- Residential Caregiver has the meaning as set out in the Code.
- Student means the student referred to in the International Student Application Form and Enrolment Agreement
- School means Sacred Heart College Auckland.
- Tuition means the education of the Student at the School.
- Period of Study 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.

### 2. Parents and Student's Declaration and Authorisation

1. By signing on the Parents and Student's Declaration and Authorisation in the International Application Form and Contract Agreement, the Parent/parents or Legal Guardians and the Student have read, understand and agreed to the terms and conditions set out in the School's International Student Handbook (For Enrolment, Policies, Guidelines and Tuition Contractual Agreement).
2. 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.
3. The Parents or Legal Guardians and Student agree that no changes to accommodation arrangements will be made whatsoever without the prior approval or agreement of the School.
4. The Parents or Legal Guardians and Student 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 or Legal Guardians and Student understand that the School has an obligation to report any breaches of the immigration requirements to the appropriate immigration authority.
5. The Parents or Legal Guardians and the Student agree that this Agreement is subject to a Contract Form for Admission to Boarding, Homestay Application Form and Contract or Designated Caregiver Arrangement being entered into by all relevant parties.
6. The Fee must be paid to the School in advance of each Period of Study or as otherwise directed by the School. The Parents or Legal Guardians and the Student agree to comply with school policies regarding the payment of the Fee.
7. If Tuition is terminated by the School during a Period of Study, in accordance with the Act and the Code, any refund of the Fee applicable to that Period of Study will be assessed in accordance with school policies. The Parents or Legal Guardians and the Student, who have signed on International Application Form and Contract 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, 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 or Legal Guardians.

8. The Parents or Legal Guardians 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 or Legal Guardians and agree to appoint the Residential Caregiver in New Zealand to receive such information in substitution for the Parents or Legal Guardians.
9. The Parents or Legal Guardians agree to provide the School with academic, medical or other information relating to the wellbeing of the Student as may be requested from time to time by the School. If the Parents or Legal Guardians 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 Parent or Legal Guardians such fees as required to adequately compensate for such additional requirements.
10. The Parents or Legal Guardians agree that it is a condition of enrolment that the Student has current and comprehensive travel and medical insurance. If requested, the Parents or Legal Guardians will provide the School with evidence of the relevant insurance policy.
11. The School shall at all times comply with the Health and Safety at Work Act 2015.
12. Nothing in this Agreement limits any rights that the Parents, Legal Guardians or Student may have under the Consumer Guarantees Act 1993.
13. It is acknowledged that provisions in the Act relating to the suspension, expulsion or exclusion of students will apply to the Student while in New Zealand. Any decision to expel or exclude the Student shall terminate this Agreement and the College's refund policy will apply.
14. The Student will comply at all times with school policies, the Code and the Act, and the Parents or Legal Guardians shall work with the School to ensure such compliance.
15. 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.
16. 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 or Legal Guardians 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.

17. Notices given under this Agreement must be in writing and given to the addresses set out in the International Application Form and Enrolment Agreement. Those notices sent by post will be deemed to have been received ten (10) days after posting. The Parties also 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.
18. The Parents or Legal Guardians and Student 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 or Legal Guardians and the Student authorise any such person to release to the School any personal information that person holds concerning the Student and/or Parents or Legal Guardians.
  - (b) If the Student and/or Parents or Legal Guardians fail to provide any information requested in relation to the Student's 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, then this Agreement will be at an end.
  - (d) Personal information of the Student and/or Parents or Legal Guardians collected or held by the College is provided and may be held, used and disclosed to enable the School to process the Student's eligibility to receive Tuition at the College and Accommodation.
  - (e) All personal information provided to the School is collected and will be held by the School.
  - (f) The Student and Parents or Legal Guardians 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.
  - (g) Under the Privacy Act 1993, any information collected may be provided to education authorities.
  - (h) 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.

19. Photographs and videos of the Student may be used for the Student's records and in any publicity material for the School.
20. The School's responsibility for the Student ends on the last day of the Period of Study, or in the event that the Student's Tuition is terminated, on the date of termination.
21. The conditions in this Agreement apply for the whole time the Student is enrolled at the School during a Period of Study. 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 issue of an offer of place for a further Period of Study and the payment of Fees.
22. Without limiting any obligations set out in school policies, the Parents or Legal Guardians and Student agree that the Student:
  - (a) Must comply with school policies;
  - (b) Must comply with all terms of the Accommodation Agreement; and
  - (c) Must maintain an up-to-date visa as stipulated by Immigration New Zealand.
23. 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.
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.
25. The parties agree that any dispute in relation to this Agreement will be resolved in accordance with the Code and the School policies.

## Appendix:

Procedural Requirements for stand-down and suspension for International Students:

### Schedule 1 – Provisions for stand-down

#### Notice requirements

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

#### Stand-down period

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

#### Student attendance while student on stand-down

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

#### Board meeting concerning stand-down

4. The principal who has stood-down a student may arrange a stand-down meeting.
5. The principal who, having stood-down a student, is asked by the student or a parent or legal guardian of the student for a stand-down meeting—
  - (a) will arrange a meeting; and
  - (b) be available for the meeting as soon as is practicable for the student, the parent or legal guardian, and the principal.
6. As a consequence of a stand-down meeting, if the principal is satisfied that there are no reasonable grounds for the stand-down the principal will—
  - (a) ensure that the stand-down is withdrawn; and
  - (b) ensure that the student, and anyone told of the stand-down under paragraph 1, is told that the stand-down has been withdrawn.

## **Schedule 2 – Provisions for suspension**

### ***Notice requirements for suspending a student***

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

### ***Student attendance while on suspension***

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

### ***Board meeting concerning suspension***

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

- i. the principal's report to the board on the suspension; and

- i.i any other material about the suspension to be presented by the principal or the board at the meeting.

6. The material referred to in paragraph 5 must be given to the student and the student's parents, legal guardian or representatives in time to reach them at least 48 hours before the meeting (or within a shorter time agreed by all the parties).

### ***Adjournments to consider new information***

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

### ***Board's decision at suspension meeting***

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

12. The board must record its decision, and the reasons for it, in writing.

#### **Board's powers when student suspended**

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

#### **Extended suspension**

17. The board will monitor the progress of the suspended student by ensuring that it receives, at each regular board meeting after the suspension, a written report on whether the student is meeting the conditions imposed and progressing with any educational programme provided.
18. The principal must ensure that the student and a parent of the student are given a copy of any such report as soon as practicable.

#### **Student failing to comply with conditions**

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

#### **Information about reconsideration meeting**

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



**Sacred Heart College**  
AUCKLAND

## CONTACT

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