



Belmont Intermediate School



International Students

Disciplinary Policy

1. The Student will comply at all times with school policies, the Code and the Act, and the Parents shall work with the School to ensure such compliance. This includes, without limitation, compliance with the Code of Student Conduct which is annexed to this Agreement as Schedule One, including any amendments made by the School during the Period of Enrolment.
2. In the event of any breach of this agreement by the Student or the Parents, the School may take any disciplinary step it considers appropriate, including terminating this Agreement, and/or suspending, excluding or expelling the Student and (if applicable) notify Immigration New Zealand of its decision to terminate the Agreement or to exclude or expel the Student.
3. Without limitation, the following actions shall be deemed to be breaches of this Agreement which may warrant disciplinary action:
 - (a) Refusal by the Student to obey any reasonable instruction given by any employee or officer of the School during the Period of Enrolment;
 - (b) Any breach of the Code of Student Conduct by the Student;
 - (c) Any breach of the Accommodation Agreement or Designated Caregiver Agreement by the Student or Parent;
 - (d) Any act by the Student during the Period of Enrolment that creates a risk to the safety of any person;
 - (e) Any act by the Student during the Period of Enrolment that jeopardises the education of any other Student;
 - (f) Any breach of clauses 15 or 16 of this Agreement or of the warranties contained in clause 20 of this Agreement;
 - (g) Failure to make payments pursuant to the Fee Schedule; and
 - (h) Any other breach of this Agreement
4. Where appropriate, the School will follow the process set out in the Disciplinary Policy which is annexed to this Agreement as Schedule Two when exercising its disciplinary powers pursuant to clause 28 of this Agreement, but nothing in this Agreement shall limit the power of the School to summarily terminate this Agreement or expel or exclude the Student for serious misconduct or to suspend the Student pending investigation if the School concludes that this step is necessary for the purpose of protecting the safety of any person, including the Student.

Disciplinary Policy (Schedule Two)

1. The following is the School's current disciplinary policy for dealing with breaches of the Agreement. This is not intended to restrict the School's general power of discipline and this policy may be changed from time to time at the discretion of the School.

Overview

2. Except in serious situations where immediate termination of the Agreement is necessary, or where the breach does not warrant any formal response other than a warning, the School will endeavour, where appropriate, to follow a two-stage disciplinary process.
3. In Stage One, the School will investigate and determine the facts, and will reach a conclusion on what happened and whether it amounts to a breach of the Agreement.
4. In Stage Two, if the School has determined that a breach has occurred, the School will consider the appropriate response to that breach, up to and including termination of the Agreement.
5. The Student and the Parents will have an opportunity to provide a response to the alleged breach that the School is investigating (**the Allegation**) and any proposed disciplinary action that the School is considering taking (**the Proposed Action**).
6. This policy does not limit the School's power to take appropriate disciplinary action urgently and without following this process if this is necessary having regard to the seriousness of the breach.
7. This policy also does not limit the School's power to suspend the student for the duration of the disciplinary process where suspension is considered necessary for the safety or education of any person.

General Policy

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

(g) a copy of this policy setting out the rights which the Student and the Parents have when engaging in the disciplinary process.

Disciplinary Procedure

Stage One: Incident Investigation

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

Stage Two: Outcome Discussion

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

REVIEW AND REPORTING

REVIEW:

The school will review the conditions relating to this policy as part of the annual self-review. The school will collect and record appropriate evidence of the review.

REPORTING:

The staff member in charge of international education will report directly to the school Principal on the operation of the school's policy for serious disciplinary action for International Students.

This policy has been approved by the Board of Trustees

Signed: Samantha Gray Dated: 02/07/2019
Board Chair

Review Date: 02/07/2021