

# **Aotearoa Infinite Academy**

## **Enrolment Terms**



## Introduction

These Terms and Conditions of Enrolment (“Terms”) set out the mutual obligations of Aotearoa Infinite Academy Limited (“AIA”, “we”, “our”, “the School”) and the parent(s) or legal guardian(s) of a student applying to enrol, or enrolled, at AIA (“you”, “Parent/Guardian”).

AIA is a New Zealand charter school delivering online, small-group classes for Years 9–12. As a public school, AIA enrolls domestic students entitled to free enrolment and free education under section 33 of the Education and Training Act 2020 (the “Act”), up to the School’s approved capacity. These Terms operate alongside (and do not replace) the Act, any applicable regulations or Ministerial directions, AIA’s obligations to the Charter School Agency, and AIA policies (including Safeguarding and Child Protection, Online Safety, Attendance and Engagement, Behaviour/Conduct, Privacy, and Complaints). If there is any inconsistency between these Terms and the law, the law prevails. If there is any inconsistency between these Terms and AIA policies, these Terms prevail.

By submitting an application, accepting an offer of place, or continuing attendance at AIA, you acknowledge that you have read and agree to these Terms and to the School policies referenced above. Compliance with these Terms is a condition of enrolment and continued attendance at AIA.

## Definitions

For the purposes of these Terms:

- Act means the Education and Training Act 2020 (NZ), as amended.
- Approved Capacity means the total number of students AIA may enrol, as approved in AIA’s charter school contract.
- Domestic Student has the meaning ascribed to it by section 10 of the Act.
- ENROL means the Ministry of Education’s national enrolment register used to record school enrolments and attendance events.
- Offer of Place means AIA’s written offer to enrol a student, issued subject to these Terms and to capacity.
- Parent/Guardian means a person who is a parent or legal guardian of the student, and includes any person lawfully acting in that capacity for enrolment purposes.
- Policies means the School policies published on AIA’s website or otherwise notified to families, as updated from time to time.

- Priority Groups means the statutory order of priority for charter-school enrolment set out in section 212U of the Act (siblings of current students; siblings of former students; all other applicants).
- Start Date means the student's first day of attendance as confirmed by AIA.
- Student means the learner named in the enrolment application.

## **1. Enrolment Eligibility and Capacity**

- 1.1. AIA may enrol only Domestic Students entitled to free enrolment and free education under section 33 of the Education and Training Act 2020, within the approved year levels of the School (Years 9 to 12).
- 1.2. AIA does not enrol international students.
- 1.3. Students may reside anywhere in New Zealand, provided they have suitable internet access and can participate fully in AIA's online learning programme.
- 1.4. Parents/Guardians must supply accurate and complete information at the time of application, including proof of identity, age, and eligibility status. Supplying false or misleading information may result in cancellation or withdrawal of enrolment.
- 1.5. AIA may enrol students only up to its approved capacity with the Charter School Agency.
- 1.6. To maintain balanced classes and sustainable delivery, AIA may manage intake targets by year level, while ensuring that the total number of enrolled students does not exceed the approved capacity.
- 1.7. AIA is committed to offering places to all eligible students, up to that capacity, in accordance with its Enrolment Policy. AIA may run a waitlist and ballot process in accordance with its Enrolment Policy.
- 1.8. AIA enrolment decisions are based solely on statutory eligibility, available capacity, and (in the event of over-enrolment), the Priority Groups. AIA does not discriminate on the basis of ethnicity, gender, sexual orientation, disability, belief, or socio-economic status. Consistent with its inclusive ethos and national education priorities, AIA actively supports equitable access for Māori, Pacific, disabled, and neurodiverse learners.

## **2. Attendance and Engagement Obligations**

- 2.1. Students aged 6–16 years are legally required to attend school whenever it is open for instruction. AIA expects all students to attend and engage fully in scheduled learning activities. Regular attendance and participation are essential to achieving academic progress and wellbeing.
- 2.2. Attendance is a shared responsibility between AIA, students, and their parents or guardians. Parents/Guardians must:
  - 2.2.1. Ensure the student attends all scheduled online lessons and learning activities;
  - 2.2.2. Notify AIA of any absence as soon as practicable, and no later than the end of the school day;
  - 2.2.3. Provide an explanation for any absence by the end of the school week;
  - 2.2.4. Keep contact details current to enable AIA to make timely notifications and follow-up.
- 2.3. AIA will:
  - 2.3.1. Record attendance each school day in accordance with the School Attendance Rules 2025;
  - 2.3.2. Notify parents promptly if a student is absent without explanation;
  - 2.3.3. Record absences using Ministry-approved attendance codes and update data weekly;
  - 2.3.4. Monitor attendance patterns and intervene early when a student's attendance falls below expected levels;
  - 2.3.5. Work with students, whānau, and relevant agencies to address barriers to attendance.
- 2.4. Absences will be recorded as justified when due to illness, bereavement, or other approved reasons. Absences will be unjustified when no valid reason is provided, or where the reason

does not meet policy criteria. Unexplained absences will be followed up within the same school week.

- 2.5. Where attendance becomes irregular or chronic, AIA will:
  - 2.5.1. Contact the student and family to identify underlying causes;
  - 2.5.2. Provide tailored support, such as learning adjustments or pastoral support;
  - 2.5.3. Engage external agencies if required (e.g., Attendance Service or Te Mahau regional support);
  - 2.5.4. Record interventions and outcomes in the student's record.
- 2.6. Persistent non-attendance without reasonable cause may result in the student being deemed to have withdrawn under AIA's Attendance and Engagement Policy.

### **3. Student Conduct and Behaviour**

- 3.1. AIA expects all students to uphold the values of respect, responsibility, and integrity in every interaction — whether online or, where applicable, in community learning spaces.
- 3.2. Our conduct expectations are grounded in the principles of student safety, inclusiveness, and restorative practice, consistent with the Education and Training Act 2020, the Health and Safety at Work Act 2015, and AIA's Safeguarding and Child Protection Policy.
- 3.3. Students have the right to:
  - 3.3.1. Learn in an environment free from bullying, discrimination, or harassment;
  - 3.3.2. Be treated fairly and with respect; and
  - 3.3.3. Feel physically and emotionally safe in all learning environments.
- 3.4. In return, students are expected to:
  - 3.4.1. Treat all members of the AIA community with courtesy and respect;
  - 3.4.2. Follow the directions of teachers and staff;

- 3.4.3. Use technology safely, responsibly, and only for learning purposes;
  - 3.4.4. Uphold AIA's digital and academic integrity standards.
- 3.5. Because AIA operates primarily online, the following standards apply to all virtual classrooms, discussion forums, and communication platforms:
  - 3.5.1. Use professional and respectful language at all times.
  - 3.5.2. Keep cameras and microphones on or off as directed by the teacher.
  - 3.5.3. Do not share meeting links, access codes, or recordings.
  - 3.5.4. Refrain from sending or displaying inappropriate, discriminatory, or harmful material.
  - 3.5.5. Do not record, photograph, or share lessons, students, or staff without permission.
  - 3.5.6. Report any concerning behaviour, online bullying, or unsafe communication immediately to a teacher, Dean, or the Designated Safeguarding Lead (DSL).
- 3.6. All online conduct is subject to AIA's Online Safety Policy, Anti-Bullying Policy, and Safeguarding and Child Protection Policy.
- 3.7. Students must submit their own original work and adhere to AIA's Academic Integrity expectations. Plagiarism, use of AI tools without disclosure, or dishonesty in assessments may result in disciplinary action in accordance with the Behaviour and Conduct Policy.
- 3.8. When behaviour falls short of AIA's expectations:
  - 3.8.1. Staff will use restorative and educational approaches to help students understand the impact of their behaviour;
  - 3.8.2. Parents/Guardians will be contacted early where patterns of concern emerge;
  - 3.8.3. For serious or repeated breaches, the school may take formal action under the Student Behaviour and Discipline Procedures;
  - 3.8.4. In cases involving safety, safeguarding, or potential criminal conduct, AIA may refer matters to the New Zealand Police or Oranga Tamariki, consistent with its legal obligations.

- 3.9. Persistent or serious misconduct — including behaviour that threatens the safety of others, breaches safeguarding obligations, or undermines the integrity of AIA's learning environment — may result in suspension or withdrawal of enrolment, consistent with AIA's Attendance and Engagement Policy and natural justice principles.

## **4. Parent and Guardian Responsibilities**

- 4.1. AIA believes that student success depends on a strong partnership between the school, students, and their families. Parents and guardians play an active role in ensuring students are ready to learn, attend regularly, and engage safely and responsibly in all aspects of the school programme.
- 4.2. By accepting enrolment at AIA, Parents/Guardians agree to:
- 4.2.1. Support their child's consistent attendance and engagement in scheduled classes and learning activities;
  - 4.2.2. Ensure the student maintains a safe and appropriate workspace with reliable internet access;
  - 4.2.3. Monitor the student's progress and maintain open communication with teachers and school staff;
  - 4.2.4. Respond promptly to communications from AIA regarding attendance, behaviour, or wellbeing;
  - 4.2.5. Uphold AIA's Safeguarding, Attendance, and Behaviour policies at home and within online environments.
- 4.3. Because AIA delivers learning primarily online, Parents/Guardians of students under 18 years old retain full responsibility for ensuring appropriate supervision during school hours and online participation. Parents/Guardians must:
- 4.3.1. Provide adequate supervision for their child while engaged in online learning, ensuring the student is not left unattended for extended periods.
  - 4.3.2. Nominate a responsible adult supervisor if the parent or guardian is unable to provide supervision during learning hours.

- 4.3.2.1. The nominated supervisor must be at least 20 years of age and capable of providing oversight and support to ensure the student's wellbeing and safety.
    - 4.3.2.2. If the nominated supervisor is not a parent, legal guardian, or immediate family member, the parent/guardian must notify AIA in writing before supervision begins.
  - 4.3.3. Consent to a Police Vet or equivalent safety check of the nominated supervisor if AIA determines that the arrangement falls within the scope of a "volunteer children's worker" under the Children's Act 2014.
    - 4.3.3.1. This decision is made at AIA's discretion, based on the nature of supervision and level of contact with the student.
  - 4.3.4. Inform AIA immediately if there are any changes to supervision arrangements or living circumstances that may affect student safety or wellbeing.
- 4.4. Failure to ensure appropriate supervision may be considered a breach of enrolment conditions and may result in intervention by AIA's Safeguarding or Attendance teams, and, if necessary, external agencies.
- 4.5. Parents/Guardians agree to model respectful and constructive communication in all interactions with AIA staff and students. They must not engage in conduct that is abusive, threatening, or discriminatory. Concerns or complaints should be raised in accordance with AIA's Concerns and Complaints Policy and Parent Code of Conduct.
- 4.6. Parents/Guardians are responsible for ensuring:
  - 4.6.1. The student has access to suitable digital equipment and a safe, private workspace;
  - 4.6.2. Appropriate parental controls or filtering are enabled on home devices and networks;
  - 4.6.3. School-issued equipment (if any) is used only for learning and returned in good condition when requested.
- 4.7. Parents/Guardians must:

- 4.7.1. Notify AIA immediately of any change in circumstances that could affect a student's safety, wellbeing, or suitability to participate in online learning (e.g., family court orders, changes in guardianship, or wellbeing concerns);
  - 4.7.2. Cooperate fully with any safeguarding enquiries or wellbeing checks conducted by AIA in accordance with the Safeguarding and Child Protection Policy;
  - 4.7.3. Refrain from obstructing or interfering with AIA's duty to report or respond to child protection concerns.
- 4.8. Failure to meet these obligations — particularly in relation to attendance, supervision, or cooperation with safeguarding requirements — may result in withdrawal of the student's enrolment or referral to relevant statutory agencies, consistent with natural justice principles and AIA's charter obligations.

## **5. Technology Use and Online Safety**

- 5.1. Students are required to use all digital platforms, applications, and equipment provided or approved by AIA in a manner that supports learning, respects others, and maintains the safety and integrity of the school's online environment.
- 5.2. By accepting enrolment, Parents/Guardians and Students agree to comply with AIA's Online Safety Policy and Digital Learning Code of Conduct. In particular, users must:
  - 5.2.1. Access only authorised systems and use their own login credentials;
  - 5.2.2. Keep passwords confidential and not share access details with others;
  - 5.2.3. Use school platforms (e.g. Microsoft Teams, Canvas, Google Workspace) only for learning purposes;
  - 5.2.4. Communicate respectfully and appropriately at all times;
  - 5.2.5. Not attempt to download, share, or distribute harmful, offensive, or copyrighted material without permission.
- 5.3. All online communications and materials shared through AIA platforms may be monitored and recorded for safeguarding, quality assurance, and compliance purposes.

- 5.4. Parents/Guardians are responsible for ensuring that students have safe and reliable access to an internet connection and device that meets AIA's technical requirements. They must:
  - 5.4.1. Maintain appropriate antivirus, firewall, and system updates;
  - 5.4.2. Use only secure, private networks (not public Wi-Fi) for online learning;
  - 5.4.3. Notify AIA immediately of any security concerns, data breaches, or unauthorised access.
- 5.5. AIA will take reasonable steps to maintain the integrity and security of its online systems but cannot guarantee uninterrupted access or protection from third-party risks beyond its control.
- 5.6. Because learning takes place in digital environments, AIA applies the same safeguarding standards online as would apply in a physical school setting. Students and Parents/Guardians must:
  - 5.6.1. Ensure all online participation occurs in an environment free from bullying, harassment, or inappropriate behaviour;
  - 5.6.2. Report any harmful or suspicious online interactions immediately to a teacher, Dean, or the Designated Safeguarding Lead (DSL);
  - 5.6.3. Not record, photograph, or share any live class sessions, student work, or images of staff or students without prior written permission;
  - 5.6.4. Use cameras and microphones only as directed by teachers;
  - 5.6.5. Maintain privacy — do not disclose personal or identifying information (such as addresses, passwords, or phone numbers) to other students or external parties.
- 5.7. AIA may temporarily restrict or suspend access to digital platforms if online behaviour or device use poses a risk to student safety or wellbeing.
- 5.8. All messages, posts, or discussions on AIA-managed systems must comply with the following standards:
  - 5.8.1. Use courteous, academic, and inclusive language;
  - 5.8.2. Do not use profanity, discriminatory terms, or inflammatory statements;

- 5.8.3. Respect cultural, religious, and personal differences;
- 5.8.4. Follow teacher instructions about online etiquette (“netiquette”) in all learning spaces.
- 5.9. Breach of these standards may result in disciplinary action under AIA’s Behaviour and Conduct Policy and, where relevant, may be reported to law enforcement or external agencies.
- 5.10. AIA takes cyberbullying and digital harm seriously. Any use of school systems to intimidate, humiliate, or harass another person constitutes a breach of these Terms and may lead to suspension or withdrawal. Such conduct may also be referred to Netsafe, the Police, or other relevant agencies under the Harmful Digital Communications Act 2015.
- 5.11. Where AIA provides digital devices or accessories to students, these remain the property of AIA. Parents/Guardians agree to:
  - 5.11.1. Ensure the equipment is used only by the enrolled student for school-related activities;
  - 5.11.2. Keep the equipment in good condition and return it immediately upon request or when enrolment ends;
  - 5.11.3. Be responsible for reasonable repair or replacement costs in cases of loss or damage due to negligence or misuse.

## **6. Fees, Materials, and School Property**

- 6.1. AIA is a publicly funded charter school. There are no tuition fees for domestic students enrolled at AIA under section 33 of the Education and Training Act 2020.
- 6.2. AIA does not charge fees for core teaching and learning services. However, parents/guardians may be responsible for certain optional or incidental costs, including:
  - 6.2.1. Voluntary participation in additional learning experiences (e.g. optional workshops or extracurricular programmes);
  - 6.2.2. Purchase of personal stationery, digital devices, or accessories required for online learning;

- 6.2.3. Replacement costs for damaged or lost equipment loaned by AIA;
  - 6.2.4. Costs associated with re-issuing official documents or transcripts.
- 6.3. All optional charges will be clearly disclosed in advance. Participation in any activity that carries an optional cost will always be voluntary and will not affect a student's right to access the standard curriculum.
- 6.4. AIA provides access to all core learning materials through its online learning platforms. Where textbooks, printed materials, or digital subscriptions are required, these will be supplied by AIA at no cost to the student, unless explicitly stated otherwise. Students and parents/guardians must ensure:
  - 6.4.1. Learning materials are used solely for educational purposes;
  - 6.4.2. No material provided by AIA is copied, shared, or distributed without permission;
  - 6.4.3. All digital content remains subject to AIA's copyright and intellectual property protections.
- 6.5. Where AIA supplies digital devices, accessories, or other school-owned property (collectively "equipment"), these remain the property of AIA at all times. Parents/Guardians agree that:
  - 6.5.1. Equipment is provided for the student's educational use only;
  - 6.5.2. The student and parent/guardian will take reasonable care to prevent loss, damage, or unauthorised use;
  - 6.5.3. Any damage, theft, or malfunction must be reported immediately to AIA;
  - 6.5.4. Lost or damaged equipment resulting from negligence or misuse may incur a reasonable repair or replacement cost;
  - 6.5.5. All equipment must be returned promptly when requested by AIA or upon termination of enrolment.
- 6.6. AIA reserves the right to remotely disable or recover school-owned devices and accounts following the end of enrolment, in accordance with privacy and data protection standards.

- 6.7. Students may use their own devices for online learning (“Bring Your Own Device” or BYOD), provided they meet AIA’s technical and cybersecurity requirements. Parents/Guardians are responsible for:
  - 6.7.1. Ensuring the device is fit for purpose, maintained, and secured with up-to-date antivirus protection;
  - 6.7.2. Enabling appropriate privacy and parental control settings;
  - 6.7.3. Covering any costs associated with repair, maintenance, or internet connectivity.
- 6.8. AIA is not responsible for loss, theft, or damage to personal devices used for school purposes.
- 6.9. Upon withdrawal or completion of enrolment, the student and parent/guardian must return all AIA property — including devices, accessories, printed materials, or identification items — within five school days, in good condition (subject to reasonable wear and tear).
- 6.10. Failure to return school property within this timeframe may result in the cost of replacement being charged to the parent/guardian.
- 6.11. AIA may withhold the release of official school documents (e.g. certificates, records of achievement) until outstanding property or equipment has been returned or replacement costs have been resolved.
- 6.12. All curriculum materials, recordings, assessments, and other educational content provided by AIA remain the intellectual property of AIA or its licensors. Students and parents/guardians may use such materials only for personal learning purposes. Unauthorised reproduction, distribution, or commercial use of AIA materials or recordings is strictly prohibited.

## **7. Termination and Withdrawal**

- 7.1. Parents or guardians may withdraw a student’s enrolment by providing written notice to AIA.
  - 7.1.1. A minimum of five school days’ notice is requested to allow for administrative processing.
  - 7.1.2. AIA will confirm the student’s final date of attendance and update the Ministry of Education’s ENROL system within five school days of withdrawal.

- 7.1.3. Any school-owned property (e.g., devices, materials, or accessories) must be returned in good condition within five school days of withdrawal.
- 7.2. AIA may withdraw or terminate a student's enrolment if:
  - 7.2.1. The student ceases to participate in learning for a prolonged period without contact, in line with AIA's Attendance and Engagement Policy;
  - 7.2.2. There is a serious or ongoing breach of AIA's Behaviour Policy, Safeguarding and Child Protection Policy, or other school policies;
  - 7.2.3. There is an actual, suspected, or impending safeguarding concern that prevents the student's safe participation in the school community;
  - 7.2.4. The parent/guardian or nominated supervisor obstructs staff in fulfilling safeguarding, legal, or educational duties;
  - 7.2.5. The student, parent, or supervisor engages in conduct that materially disrupts learning or compromises the safety, wellbeing, or reputation of the school community.
- 7.3. Before a termination decision is made, AIA will:
  - 7.3.1. Conduct an appropriate review of the circumstances;
  - 7.3.2. Give parents/guardians an opportunity to respond; and
  - 7.3.3. Consider any reasonable steps to re-engage or resolve the issue.
- 7.4. Where immediate safety or wellbeing concerns exist, AIA may suspend access to systems or classes without notice pending investigation.
- 7.5. Upon termination or withdrawal:
  - 7.5.1. Access to AIA's systems, platforms, and communication channels will be revoked;
  - 7.5.2. All AIA property, devices, and materials must be returned within five school days;
  - 7.5.3. Any unpaid optional fees or replacement costs become immediately due;

- 7.5.4. Academic records and transcripts will be released upon completion of required return or payment obligations.
- 7.6. AIA may provide a letter of attendance or progress summary for withdrawn students upon request.
- 7.7. AIA may, at its discretion, consider re-enrolment applications from former students. Re-enrolment will depend on available capacity, evidence of readiness to re-engage, and assurance that any previous issues leading to withdrawal or termination have been resolved.

## **8. General**

- 8.1. AIA collects and manages personal information in accordance with the Privacy Act 2020 and AIA's Privacy Policy, available on the school website. By enrolling a student, parents/guardians consent to the collection, storage, and use of personal information for educational, administrative, and safeguarding purposes. Information may be shared with the Ministry of Education, Oranga Tamariki, or other authorised agencies where required by law or necessary to ensure a student's safety and wellbeing.
- 8.2. All official notices, updates, and correspondence from AIA will be sent to the parent/guardian's nominated email address or through AIA's online portal. Notices are deemed received when transmitted. Parents/guardians are responsible for keeping their contact details current and monitoring communications from the school.
- 8.3. AIA may review or amend these Terms and related policies from time to time to reflect changes in law, charter requirements, or operational needs. Where changes materially affect students or families, AIA will provide reasonable notice and publish the updated version on its website. Continued enrolment after notice of change constitutes acceptance of the revised Terms.
- 8.4. These Terms must be read alongside AIA's key policies available on its Information & Policy Hub.
- 8.5. These Terms are governed by and construed in accordance with the laws of New Zealand. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the New Zealand courts.
- 8.6. These Terms, together with the Enrolment Application and any accompanying policies referenced herein, constitute the entire agreement between AIA and the parent/guardian

regarding the student's enrolment. No oral or written representation not expressly contained in this document is binding on AIA.