

Enrolment Agreement

Terms and Conditions of Enrolment



1. Definitions

- 1.1. "Applicant" means the person/s set out in the Enrolment Agreement being the Parent/s and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally. An applicant can also include an Independent Student.
- 1.2. "College" means Lavalla Catholic College.
- 1.3. "Conditions of Enrolment" means these Terms and Conditions of Enrolment including any subsequent amendments made by the College.
- 1.4. "Enrolment Agreement" means the Agreement comprised of these Terms and Conditions of Enrolment (and College policies) by which the Applicant agrees to be bound.
- 1.5. "Fees" means the Global fee.
- 1.6. "Fees Agreement" means the Agreement signed by Applicant or other person(s) who will be responsible for the payment of all fees and levies as set out in the Fees and Charges brochure.
- 1.7. "Student" means the student named in the Enrolment Agreement.
- 1.8. "The Principal" means the Principal of Lavalla Catholic College, or the Principal's authorised representative (where applicable).

2. Continued enrolment

- 2.1. In signing the Enrolment Agreement, the Applicant agrees to the College's policies which may be changed during the period of enrolment at the discretion of the College.
- 2.2. The College's policies do not form part of the Enrolment Agreement.

3. Fees and charges

- 3.1. The Applicant will be required to pay a non-refundable administration fee at the current rate upon enrolment.
- 3.2. A Fees Agreement is to be signed by the Applicant or other person(s) who will be responsible for the payment of fees as set out in the Fees and Charges brochure. Where there is more than one Applicant or other person(s) named in the Fees Agreement, both will be jointly and severally liable for the College's fees and any other charges.

- 3.3. All fees are due and payable on the date set out in the Fees and Charges brochure unless another arrangement has been made in writing between the Applicant or other person(s) named in the Fees Agreement and the College.
- 3.4. The Fees and Charges brochure (available on the College website) identifies all charges and payment plans available for managing fees.
- 3.5. Lavalla Catholic College offers a two tiered Global Tuition Fee (Years 7 to 9 Tuition and Years 10 to 12 Tuition).
- 3.6. The Global Fee covers all charges relating to the delivery of education such as materials, fees, VET, VCAL, Year Level camps and retreats.
- 3.7. The Global Fee does not include any extra-curricular or supplementary activities such as music camps, snow camps, private music lessons, Marist sporting carnivals and interstate or overseas trips. Books and uniforms are not included in the Global Fee.
- 3.8. The Global Fee is reviewed on an annual basis and notification of any adjustment is sent to the Applicant prior to the end of each year.
- 3.9. The Global Fee is charged as at 1 January each year.
- 3.10. Further information in relation to fees and charges is contained in the College's Global Fees Policy (available on the College website).

4. Educational Services Provided

- 4.1. Lavalla Catholic College is proud of its provision of a holistic Catholic Education that strives to meet the needs of students and families in the Latrobe Valley, through offering both academic and vocational pathways underpinned by pastoral and spiritual programs.
- 4.2. Further information in relation to the Educational Services provided by the College is contained in the College Prospectus (available on the College website).

5. Disclosure

- 5.1. The Applicant acknowledges that the Application for Enrolment Form has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment Form.
- 5.2. The Application for Enrolment Form forms part of the Enrolment Agreement, and failure to complete the Application for Enrolment Form honestly or correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
- 5.3. The College reserves the right to obtain further information regarding the Student including all academic information, school reports, living arrangements and all medical and other reports regarding the Student, if applicable.

6. Disciplinary action

- 6.1. The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other students or staff or unduly damage the reputation or property of the College.

- 6.2. Disciplinary action may be implemented against the Student (including suspension and expulsion from the College) if, in the opinion of the Principal, the Student is found to have breached the College policies or is found to have engaged in behaviour detrimental to the College, its staff or other students.
- 6.3. If the Principal suspends the Student, the Applicant shall be notified to that effect and the period for which the suspension shall operate. The Student may only return to school following a re-integration meeting attended by a nominated member of staff, the Student and the Applicant. This meeting will be followed up with restorative practices.
- 6.4. If suspended, the Student shall not enter upon any of the College grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Applicant during such period.
- 6.5. The Applicant is expected to support the aims, objectives, Marist and Catholic ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Student and/or Applicant if, in the opinion of the Principal, the Applicant is found to have breached the Parent / Guardian Code of Conduct.

7. Health and Medical Treatment

- 7.1. The College will notify the Applicant, or the persons named as the emergency contact, of any injury or illness the Student may suffer at the College which warrants staff intervention or a visit to the College sick bay.
- 7.2. If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to a student, and reserves the right to require the Applicant to provide the College with information as requested, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.
- 7.3. In the event the Student is involved in a medical emergency and the Applicant or persons named as the emergency contact cannot be reached, the College may take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken.
- 7.4. The Student is permitted access to the College Counsellors as deemed necessary. The Applicant consents to this service being provided to the Student and understand that there is confidentiality between the Student and Counsellor (if the Counsellor deems that to be appropriate in accordance with his or her obligations).
- 7.5. The health and medical records of the Student are contained in the Parent Access Module (PAM). The Applicant is responsible for ensuring that these records are both added to PAM and updated as directed by the College or as circumstances require.

8. Personal Possessions

- 8.1. It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the College is not liable for any loss or damage to this property.
- 8.2. The Applicant will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the Student.

- 8.3.** The Applicant will indemnify a staff member, contractor, volunteer or another student for loss or damage to personal property caused by the Student.

9. Attendance

- 9.1.** The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities including Retreats, Masses / Liturgies, sporting training and matches, camps, excursions, music rehearsals and performances, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.
- 9.2.** After holiday periods it is expected that the Student will return to the College on the dates fixed for resuming unless permission is obtained from the Principal.
- 9.3.** The Student is not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the Principal.
- 9.4.** It is the responsibility of the Applicant to advise the College as soon as practicable if the Student is to be absent for any reason and the estimated length of the absence.
- 9.5.** The Student will not be able to attend the College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the Student not attend.
- 9.6.** The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the Student may develop holistically in accordance with Marist teaching.

10. Communication and Privacy

- 10.1.** The Applicant is required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will abide by such orders.
- 10.2.** In the event the Applicant is not the natural parent/s, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the College with the Application for Enrolment form.
- 10.3.** The provision of misleading representation in relation to the guardianship of, or living arrangements of, the Student may result in the College suspending or terminating the enrolment of the Student, including where the College is not satisfied that a responsible adult of good character is providing adequate supervision and care for the Student.
- 10.4.** On occasions, the College may wish to share information in relation to academic and sporting achievements, student activities and similar news in College newsletters / magazines, and on our intranet and website. This may include photographs and videos of student activities such as sporting events, College camps and College excursions. The College will obtain permission for this from the Applicant in the Application for Enrolment form. Permission obtained at enrolment will apply for the duration of the Student's enrolment at the College unless the College is notified otherwise by the Applicant.
- 10.5.** The College will not disclose any information in relation to the Student to any party other than the Applicant, subject to the Privacy Policy (available on the College website) and its other legislative obligations.

- 10.6.** All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy.
- 10.7.** In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student.
- 10.8.** The holistic development of the Student in accordance with the Marist tradition remains the priority of the College in carrying out its duty of care to the Student. As such, the College makes no representation or promise regarding any particular academic achievement or level of performance of the Student.

11. Independent Students

- 11.1.** An existing Enrolment Agreement will require review when the Student moves to the situation of independent living and becomes an independent student.

12. Grounds on which the Enrolment Agreement may be terminated

- 12.1.** The College may terminate the Enrolment Agreement where:

- There has been a failure to comply with the Enrolment Agreement;
- There has been a failure to complete the Application For Enrolment form honestly and correctly and with full disclosure;
- There has been a change to the physical and/or mental health of the Student and the College is unable to provide ongoing education;
- There has been provision of a misleading representation in relation to the guardianship and/or living arrangements of the Student;
- There has been a failure to comply with the fees agreement;
- There has been a breach of the Student or Parent / Guardian Code of Conduct;
- The College is not agreeable to renewing the Enrolment Agreement of a student who moves to independent living

- 12.2.** The Applicant may terminate the Enrolment Agreement by making contact with the College Registrar to advise of their intention to exit the College and arrange an exit interview. Exit documentation must be co-signed by the Applicant, the Student and the Principal. Failure to do so does not terminate our agreement and will be reported to the Department of Education and Training for their deliberation.

Enrolment Agreement

Student Code of Conduct



1. Introduction

- 1.1. Students are accepted into Lavalla Catholic College (the College) on the understanding that they are prepared to become familiar with, accept and act in accordance with the Gospel and Marist values which are the foundation of the College community.
- 1.2. Students should understand that there are consequences which flow from all behaviours. Consequences of student behaviours which are unacceptable to the wellbeing of the College community can include verbal reminders, warnings, community service, suspension / exclusion and expulsion. Any consequence will be followed with restorative practice action.
- 1.3. This Student Code of Conduct applies to all students currently enrolled at the College.
- 1.4. This Code of Conduct outlines the way in which the College requires students to conduct themselves when attending any College learning environment, participating in College activities and communicating and interacting with members of the College community (including staff, other students, parents / guardians and other community members).

2. Expected behaviour

2.1. Students are expected to:

- treat all people with the respect and dignity they deserve. It is the legal responsibility of the College to ensure that discrimination and harassment do not occur in the College community. If they do occur, complaints will be taken seriously by the College;
- behave in a responsible and co-operative manner, enabling all members of the College community to feel safe and respected;
- respect the right of every individual to learn by consistently behaving in a responsible manner in all classes and learning environments;
- participate in, and support fully, the religious education and liturgical programs of the College;
- co-operate with the teacher's instructions and all College policies and procedures;
- listen to and act on progress reports from teachers and other staff members;
- respect the College environment and the property of others;
- complete school work and homework requirements to the best of their ability in accordance with the goal date set;
- be fully supportive of all College activities and participate as much as possible;

- consistently strive for excellence in all they do;
- be punctual to school and all classes;
- wear the correct College uniform with pride and dignity and in accordance with the Uniform Policy;
- represent the College in a manner which brings credit to themselves, their family and the College community;
- abstain from all dangerous, threatening or illegal activities, including the possession or use of tobacco, alcohol, illegal drugs and dangerous weapons;
- adhere to the College's Technology and Social Media policy, as it is amended from time to time;
- accept the consequences of breaches of the Student Code of Conduct, which may include detention, suspension or expulsion.

2.2. Students must not:

- use violence of any kind at any time;
- criticise the College's Catholic or Marist teaching or act otherwise in a manner which is disrespectful or contradictory to the College's Marist ethos;
- interrupt or disrupt a teacher whilst classroom instructions or learning activities are taking place;
- raise their voice when speaking to other students and staff;
- discipline or reprimand another student;
- bully, harass, intimidate, undermine, or threaten other students, staff, contractors, volunteers and visitors to the College or speak to them in a derogatory or offensive manner;
- take a photo or video recording of another student unless the parent of the child is present at the time and consents to the photo or video recording being taken;
- smoke cigarettes or use a vaping device whilst on the College grounds or whilst in school uniform, or attend the College whilst under the influence of alcohol or illicit drugs;
- deliberately exclude another student or treat a student differently to other students;
- post a photo or video recording of a student on social media without obtaining consent from the student's parent beforehand;
- take and/or post a photo or video recording of a staff member on social media without consent;
- disclose the personal details of a student to another person without consent;
- bring weapons or unsafe, dangerous and inappropriate equipment, materials or tools to the College.

3. When using Social Media

3.1. Students should recognise the potential for damage to be caused, directly or indirectly, to the College and others as a result of their personal use of social media, especially in circumstances when they can be identified as a student of the College.

3.2. When using social media, students must:

- respect a person's personal environment and must not harass other people online;
- act with integrity;
- not use social media to voice grievances about the College;
- make reasonable efforts to ensure that they comply with the College's Social Media / Electronic Communication Policies in place and as amended from time to time;
- be respectful to other students, staff, contractors, volunteers and parents / guardians;
- never reveal confidential information relating to the College, staff members, contractors, volunteers, other parents and/or students at the College;
- not post on social media defamatory, offensive, sexually inappropriate or other material that may damage the reputation of the College or any member of the College community. This includes not disparaging the College's Catholic or Marist teaching or acting otherwise in a manner which is disrespectful or contradictory to the College's Marist ethos.

4. Making a Complaint

- 4.1.** Students should report any cases of behaviour in breach of the Student Code of Conduct to a teacher or staff member in confidence.
- 4.2.** When making a complaint to the College, students are required to act in a manner consistent with the Student Code of Conduct and in the spirit of restorative practices.
- 4.3.** Disputes between students and the College are dealt with on an individual case basis.

5. Consequences of a Breach

- 5.1.** Any person may notify the Wellbeing Team / Head of House or the Deputy Principal – Student Wellbeing & Operations of a possible breach of the Student Code of Conduct.
- 5.2.** The Wellbeing Team / Head of House, the Deputy Principal – Wellbeing & Operations, or their representative will investigate the complaint to determine whether there has been a breach of the Student Code of Conduct or other policy.
- 5.3.** If satisfied that a breach has occurred, the Deputy Principal – Student Wellbeing & Operations or Principal may implement disciplinary action against the student such as a warning, direction to provide an apology, exclusion from extra-curricular programs, suspension from the College grounds for a period of time, or termination of enrolment. The College reserves the right to vary disciplinary procedures for breaches by weighing the interests of individual students against those of the wider College community. The Principal will be continually updated in relation to any disciplinary action taken.
- 5.4.** In accordance with applicable legislation, the Police or Department of Health and Human Services will be informed of any unlawful breaches of the Student Code of Conduct.

Enrolment Agreement

Parent / Guardian Code of Conduct



1. Introduction

- 1.1. By enrolling their son / daughter to Lavallo Catholic College, parents / guardians commit to actively supporting the vision and directed expectations of the College.
- 1.2. This Code of Conduct outlines the way in which the College requires parents / guardians to conduct themselves when visiting the College campus, participating in College activities and communicating and interacting with members of the College community (including staff, other parents / guardians, students and other community members).

2. Expected Behaviour

2.1. Parents / Guardians are expected to:

- comply with the policies of the College as amended from time to time;
- ensure their son / daughter meets the requirements of the Student Attendance Policy;
- attend Parent / Student / Teacher evenings as required;
- attend Parent Information Sessions as required;
- ensure their son / daughter adheres to the uniform requirements of the College;
- support the College's expectations of exemplary behaviour by students;
- support the College's Faith programme by ensuring their son / daughter's attendance at College Retreats and specified religious celebrations;
- support compulsory extra-curricular and house events;
- pay all fees as required, as per the fees agreement;
- keep the College informed of any changes to their contact details or the details of their son / daughter such as home address, e-mail address and phone number;
- ensure the College is made aware of any changes to their son / daughter's medical details by updating the Parent Access Module (PAM) as requested or required;
- notify the College as soon as possible to explain the absence of their son / daughter on any particular day;
- assist their son / daughter to prioritise their studies, through balancing sporting and/or other commitments;
- treat all College staff with respect;

- let the school know if there are any problems that may affect their child's ability to learn
- ensure their child completes homework regularly in keeping with the College's homework policy;
- support the authority of College staff thereby supporting their efforts to educate their child and assist their child to achieve maturity, self-discipline and self-control;
- not allow their child to bring dangerous or inappropriate items to school;
- abide by College's instructions regarding access to school grounds before, during and after school hours;
- advise the College if their child is in out-of-home care.

2.2. Parents / Guardians must not:

- engage in violent behaviour at any time;
- raise their voice or interrupt a staff member, contractor or volunteer that is speaking;
- speak to staff, contractors or volunteers in a derogatory or offensive manner;
- bully, harass, intimidate or threaten other parents / guardians, staff, contractors, volunteers, students and visitors to the College;
- disparage the College's Catholic teaching or act otherwise in a manner which is disrespectful or contradictory to the College ethos;
- interrupt or disrupt a teacher whilst classroom instructions or learning activities are taking place;
- discipline or reprimand a child if that child is not their own child;
- take a photo or video recording of a child if that child is not their own child, unless the parent / guardian of the child is present at the time and consents to the photo or video recording being taken;
- take a photo or video recording, or audio recording of a staff member, contractor or volunteer without prior consent;
- post a comment, photo, video recording or audio recording of a staff member, child, contractor, volunteer or other parents on social media without prior consent;
- post on social media any defamatory, offensive, sexually inappropriate or other material that may damage the reputation of the College;
- disclose the personal details of a student or parent / guardian to another person without consent;
- attend the College whilst intoxicated on drugs or alcohol;
- smoke on College grounds;
- deliberately exclude a student or parent / guardian or treat a student or parent / guardian differently to other students or parents / guardians.

3. When using Social Media

3.1. Parents / Guardians should recognise the potential for damage to be caused, directly or indirectly, to the College and others as a result of their personal use of social media, especially in circumstances when they can be identified as a parent / guardian of the College.

3.2. When using social media, parents / guardians must:

- respect a person's professional and personal environment and must not harass other people online;
- act with integrity;
- make reasonable effort to ensure that their children comply with the College's Social Media / Electronic Communication Policies in place and as amended from time to time;
- be respectful to staff, contractors, volunteers, other parents / guardians and/or students;
- never reveal confidential information relating to the College, staff members, contractors, volunteers, other parents / guardians and/or students at the College; and
- not post on social media defamatory, offensive, sexually inappropriate or other material that may damage the reputation of the College or any member of the College community.

4. Making a Complaint

4.1. Parents / guardians have the right to raise issues and concerns related to the education of their child or other matters relating to the College.

4.2. Parents / guardians should ensure that they raise their issues and concerns with the right person and follow the correct communication channels according to our policies and procedures including the College's Complaints Handling Policy in place and amended from time to time.

4.3. When making a complaint to the College, parents / guardians are required to act in a manner consistent with this Code of Conduct.

5. Consequences of a Breach

5.1. Any parent / guardian may notify the Wellbeing Team / Head of House or the Deputy Principal – Student Wellbeing & Operations of a possible breach of this Code of Conduct.

5.2. The Wellbeing Team / Head of House, Deputy Principal – Student Wellbeing & Operations, or their representative, will investigate the complaint to determine whether there has been a breach of this Code of Conduct.

5.3. If satisfied that a breach has occurred, the Deputy Principal – Wellbeing & Operations or Principal may implement disciplinary action against the parent / guardian such as a warning, direction to provide an apology, direction not to enter College grounds for a period of time, or termination of enrolment.