

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. **"Enrolment Agreement"** means the Agreement comprised of these Terms and Conditions of Enrolment (and College policies, procedures, guidelines and codes) by which the Applicant agrees to be bound.
- 1.4. **"Fees"** means the Global fee.
- 1.5. **"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.
- 1.6. **"Student"** means the student named in the Enrolment Agreement.
- 1.7. **"Terms and Conditions of Enrolment"** means these Terms and Conditions of Enrolment including any subsequent amendments made by the College.
- 1.8. **"The Principal"** means the Principal of Lavalla Catholic College, or the Principal's authorised representative (where applicable).

2. Educational Services

- 2.1. The 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.
- 2.2. Parents/guardians, as the first educators of their children, enter into a partnership with the College to promote and support their child's education. Parents/guardians must assume responsibility for maintaining this partnership by supporting the College in the provision of education to their children within the scope of the College's registration and furthering the spiritual and academic life of their children.
- 2.3. Additional information in relation to the educational services provided by the College is contained in the College Prospectus (available on the College Website).

3. Enrolment

- 3.1. The Applicant is required to provide particular information about their child during the enrolment procedure, both at the application stage and if the College offers your child a place. Please note that lodgement of the online enrolment form does not guarantee enrolment at the College. If the information requested is not provided, the College may not be able to enrol your child.
- 3.2. After lodgement of the online enrolment form, College staff may need to request further information, for example in relation to any parenting agreements or Court orders, medical conditions or additional learning needs that have been noted on the online enrolment form. Any additional needs your child may have should be discussed with the College prior to an offer of enrolment being made.
- 3.3. The order of priority for enrolment at the College is detailed in the College's Enrolment and Exclusions Policy (available on the College website).

- 3.4. 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.
- 3.5. The College's policies do not form part of the Enrolment Agreement.

4. Terms and Conditions of Enrolment Regarding Provision of Accurate Information

- 4.1. It is vitally important that the Principal is made aware of each Student's individual circumstances insofar as these may impact upon their physical, functional, emotional, or educational needs, particularly where the College is required to provide additional support to the Student.
- 4.2. The Applicant must provide accurate and up-to-date information when completing the online enrolment form and must supply the College, prior to enrolment, with any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the Student's schooling), reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment, and enrolment may be refused or terminated where an Applicant has unreasonably refused to provide requested information or knowingly withheld relevant information from the College.
- 4.3. Where, during the course of a Student's enrolment, new information becomes available that is material to the Student's educational and/or safety and wellbeing needs, it is a term of the Student's continuing enrolment that such information is provided to the College promptly. Non-provision of such information will be treated as a breach of the terms and conditions of enrolment.
- 4.4. The provision of an inaccurate residential address or failure to provide an updated residential address for the Student will also be treated as a breach of the terms and conditions of enrolment.
- 4.5. In the event the Applicant is not the natural parent/guardian of the Student, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the College with the online enrolment form. 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 a student.
- 4.6. Any breach of the terms and conditions of enrolment regarding the provision of accurate information that is not rectified upon request by the College may result in a suspension or termination of enrolment.

5. Period of Enrolment

- 5.1. The enrolment of the Student, once approved by the Principal of the College, commences in the entry year, and continues until completion of the last year at the College or until the Student's enrolment is otherwise withdrawn or terminated.

6. Fees and charges

- 6.1. 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 Global Fees brochure (available on the College website). 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.
- 6.2. All fees are due and payable on the dates set out in the Global Fees brochure unless another arrangement has been made in writing between the Applicant or other person(s) names in the Fees Agreement and the College.
- 6.3. The Global Fees brochure identifies all charges and payment options available for managing fees.
- 6.4. The College offers a two tiered Global Tuition Fee (Years 7-9 Tuition and Years 10-12 Tuition).
- 6.5. The Global Fee covers all charges relating to the delivery of education such as materials, fees, VET, VETis, VPC & VM, Year Level camps and retreats.
- 6.6. 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.

- 6.7. 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.
- 6.8. The Global Fee is charged as at 1 January each year.
- 6.9. Further information in relation to fees and charges is contained in the College's Global Fees Policy (available on the College website).

7. Child Safe Environment

- 7.1. Our College has a moral, legal and mission-driven responsibility to create nurturing environments where children are respected, their voices are heard, and where they are safe and feel safe.
- 7.2. Every person involved in Catholic education, including all parents/guardians at our College, has a responsibility to understand the important and specific role they play individually and collectively to ensure that the wellbeing and safety of all children is at the forefront of all they do and every decision they make.
- 7.3. The College's child safe policies, codes of conduct and practices set out the commitment to child safety, and the processes for identifying, communicating, reporting and addressing concerning behaviour and allegations of child abuse. These documents establish clear expectations for all staff and volunteers for appropriate behaviour with students in order to safeguard them against abuse.
- 7.4. The College has established human resources practices where newly recruited staff, existing staff and volunteers in the College understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of the College's relevant policies and procedures. The College also provides ongoing training, supervision and monitoring of staff to ensure that they are suitable to work with students as part of our human resources practices.
- 7.5. The College has robust, structured risk management processes and prescribed by Marist Schools Australia Ltd that help establish and maintain a child safe environment, which involves consideration of possible broad-based risk factors across a wide range of contexts, environments, relationships and activities within which students of the College engage.
- 7.6. The College, in partnership with families, ensures children and young people are engaged and are active participants in decision-making processes, particularly those that may have an impact on their safety. This means that the views of staff, children, young people and families are taken seriously, and their concerns are addressed in a just and timely manner.
- 7.7. The College's child safe policies and procedures are readily available on the College website.

8. Attendance

- 8.1. 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, camps, excursions, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.
- 8.2. 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 or their delegate.
- 8.3. 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 or their delegate.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

9. Policies and Procedures

- 9.1.** Relevant policies and procedures are available on the College website. For the purposes of this Enrolment Agreement, a reference to the College's policies and procedures also includes processes, codes, guidelines, and any other applicable governance documentation.
- 9.2.** The Applicant must comply with, and take all reasonable steps to uphold, the College's policies and procedures, as introduced and amended from time to time, including those concerning or dealing with:
- the care, safety and welfare of students
 - standards of dress, grooming and appearance
 - grievances and complaints
 - social media and the use of information, communication and technology systems
 - student behaviour and conduct and discipline of students
 - parent/guardian behaviour and conduct, including any Code of Conduct as may be published from time to time
 - privacy.
- 9.3.** The College has absolute discretion in all its operational and educational matters and offerings as determined by its governing body, Marist Schools Australia Ltd, and subject to relevant delegations to the Principal of the College.

10. Terms and Conditions of Enrolment Regarding Acceptable Behaviour or Conduct

- 10.1.** The College is a community that exemplifies the gospel values of love, forgiveness, justice and truth. The College community recognises that everyone has the right to be respected, to feel safe and be safe, and, in this regard, understands their rights and acknowledges their obligation to behave responsibly.
- 10.2.** Every person at the College has a right to feel safe, to be happy and to learn, therefore we aim to:
- promote the values of honesty, fairness and respect for others
 - acknowledge the worth of all members of the community and their right to work and learn in a positive environment
 - maintain good order and harmony
 - affirm co-operation as well as responsible independence in learning
 - foster self-discipline and develop responsibility for one's own behaviour.
- 10.3.** The College, in consultation with the College community where appropriate, will prescribe standards of dress, appearance and behaviour for the student body.
- 10.4.** As a term and condition of your child's enrolment, the Applicant agrees that the Student is required to comply with the College's behaviour aims and code of conduct, and to support the College in upholding prescribed standards of dress, appearance and behaviour and ensure compliance with the Student Code of Conduct.
- 10.5.** The Applicant agrees to be responsible for ensuring the Student is aware of all policies and procedures that apply to the Student, including those relating to the student conduct and behaviour and any code of conduct for students, and to actively support the College in the implementation of such policies, procedures and codes of conduct.
- 10.6.** The Applicant agrees to comply with any code of conduct for parents/guardians or other policy implemented by the College from time to time which sets out the College's expectations of parents/guardians who have a student enrolled at the College.
- 10.7.** The Applicant agrees to the following expected standards of personal behaviour:
- behaving in a manner that does not endanger the health, safety and wellbeing of themselves or others
 - behaving with respect, courtesy and consideration for others
 - not using offensive, threatening, insulting or derogatory language or conduct, either directly or electronically
 - not engaging in actions and behaviour that constitute bullying, harassment, discrimination or vilification, either directly or electronically

- using technology and social media appropriately, including not using social media to voice grievances about the College or post any material that is defamatory or could damage the reputation of the College or any of its staff
 - not taking photographs or video recordings of any student other than their own child.
- 10.8.** The Applicant agrees that any unacceptable behaviour by the Student, or significant and/or repeated behaviour by the Applicant that, in the College's view, is unacceptable and damaging to the partnership between the Applicant and College, or otherwise in breach of the student code of conduct or parent/guardian code of conduct, may result in suspension or termination of the Student's enrolment.

11. Enrolment for Students with Additional Needs

- 11.1.** The College welcomes an Applicant who wishes to enrol a child with additional needs and will do everything possible to accommodate the child's needs, provided that an understanding has been reached between the College and the Applicant prior to enrolment regarding:
- the nature of any diagnosed or suspected medical condition/disability, or any other circumstances that are relevant to the child's additional learning needs, for example, giftedness or an experience of trauma
 - the nature of any additional assistance that is recommended or appropriate to be provided to the child, for example, medical or specialist equipment, specialist referrals, specific welfare support, modifications to the classroom environment or curriculum, aide assistance, individual education programs, behaviour support plans or other educational interventions as may be relevant
 - the individual physical, functional, emotional or educational goals that are appropriate to the child, and how the Applicant and the College will work in partnership to achieve these goals
 - any limitations on the College's ability to provide the additional assistance requested.
- 11.2.** The procedure for enrolling students with additional needs is otherwise the same as for enrolling any student.
- 11.3.** As every child's needs can change over time, it will often be necessary for the College to review any additional assistance that is being provided to the Student, in consultation with the Applicant and the Student's treating medical/allied health professionals, to assess whether the additional assistance:
- remains necessary and/or appropriate to the Student's needs
 - is having the anticipated positive effect on the Student's individual physical, functional, emotional or educational goals
 - remains within the College's ability to continue to provide, given any limitations that may exist.

12. Assessment and Updates

- 12.1.** Opportunities are provided to keep the Applicant up-to-date with the Student's progress. Semester reports, continuous feedback and interviews are available at various times during the school year. In addition, a meeting can be arranged if there are any concerns, or you wish to receive an update on progress.

13. Health and Medical Treatment

- 13.1.** The College will notify the Applicant, or 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 Nurse.
- 13.2.** 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.

- 13.3.** 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.
- 13.4.** The Student is permitted access to the College Counsellors as deemed necessary. The Applicant consents to this service being provided to the Student and understands that there is confidentiality between the Student and Counsellor (if the Counsellor deems that to be appropriate in accordance with their obligations).
- 13.5.** 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.

14. Personal Possessions

- 14.1.** 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.
- 14.2.** 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.
- 14.3.** The Applicant will indemnify a staff member, contractor, volunteer or another student for loss or damage to personal property caused by the Student.

15. Communication and Privacy

- 15.1.** 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, on our intranet, social media and website and in local newspapers. 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 online 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.
- 15.2.** 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.
- 15.3.** All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy.
- 15.4.** 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.
- 15.5.** 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.

16. Discipline

- 16.1.** The College has absolute discretion to determine when student conduct (including for out of hours behaviour) warrants disciplinary action to be taken. The College may apply disciplinary measures that it deems appropriate in accordance with the College's policies and procedures, which may include:
- withdrawal of privileges
 - detention at such times as deemed appropriate
 - requiring the student to undertake additional school work during or after normal school hours
 - suspension
 - expulsion

- such other consequences as the College considers reasonable and appropriate.
- 16.2.** Any serious failure by the Student to comply with the College's policies and procedures may affect the Student's enrolment at the College. The Student may be suspended from attending the College or their enrolment may be terminated.
- 16.3.** 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 Applicant if, in the opinion of the Principal, the Applicant is found to have breached the applicable parent/guardian code of conduct. Disciplinary action may include a warning, a direction to provide an apology, a direction not to enter the College grounds or termination of enrolment.

17. Independent Students

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

18. Grounds on Which the Enrolment Agreement May be Terminated

- 18.1.** The College may terminate the Enrolment Agreement where:
- information is obtained which demonstrates a history of illegal activities or anti-social behaviour by the Student
 - relevant information is withheld by the Applicant or information provided is found to be inaccurate
 - there is persistent non-compliance by the Student with respect to College policies and procedures and exhaustive attempts for redressing the situation have proved unsuccessful
 - there have been one or more incidents or serious misconduct by the Student which endangers the moral or physical safety of other students or staff, or threaten the good order of the College
 - there is a significant change in the circumstances of the Applicant and/or the Student which cannot be reasonably accommodated by the College
 - there has been a failure of the Applicant to honour the terms and conditions of enrolment and reasonable attempts to redress the situation have been unsuccessful, including lack of resolution regarding non-payment of fees
 - there has been a failure to comply with the fees agreement
 - a mutually beneficial relationship of trust and co-operation between the Applicant and the College or any of its staff has broken down to the extent that it adversely impacts on the College, any of its staff or the ability of the College to provide satisfactory educational services to the Student
 - the Student's progress and performance are such that the Student is not benefiting from the educational services provided by the College
 - the College is not agreeable to renewing the Enrolment Agreement of a student who moves to independent living.
- 18.2.** 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 or delegate. Failure to do so does not terminate our agreement and will be reported to the Department of Education and Training for their deliberation.

19. General

- 19.1.** This Enrolment Agreement constitutes the sole and entire agreement between the Applicant and the College in relation to the enrolment of the Student at the College.
- 19.2.** The Applicant acknowledges that Marist Schools Australia Ltd and/or the College may from time to time vary the terms and conditions of this Enrolment Agreement.

- 19.3.** The Applicant acknowledges that a student's enrolment at the College may be terminated in the event of a material breach of this Enrolment Agreement or if the application of one of the College's policies or procedures necessitates or permits such termination.
- 19.4.** Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this Enrolment Agreement is excluded and is of no force or effect.
- 19.5.** This Enrolment Agreement is governed by the laws of the State of Victoria, Australia.