

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 Code of Conduct or Marist Child Safe Adult 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.

Marist Child Safe Adult Code of Conduct



Marist Child Safe Adult Code of Conduct

The Marist Child Safe Adult Code of Conduct outlines appropriate standards of behaviour for all adults in the College environment towards students. The Code serves to protect students, reduce any opportunities for abuse or harm to occur, and promote child safety in the College environment. It provides guidance on how to best support students and how to avoid or better manage difficult situations.

It is Lavalla Catholic College policy that any breach of the Marist Child Safe Adult Code of Conduct is a child safety incident and is recorded and managed as such.

The Marist Child Safe Adult Code of Conduct is reviewed annually. The Marist Schools Australia Leadership Team has approved this Child Safe Adult Code of Conduct.

Our Child Safeguarding Program also includes a **Staff and Student Professional Boundaries** policy that provides detailed guidance for all Staff, Volunteers, Contractors and External Education Providers on how to maintain professional boundaries between students and adults at Lavalla Catholic College.

Scope

The Marist Child Safe Adult Code of Conduct applies to:

- the Principal and the College Leadership Team, as well as Advisory Councils and sub-committees
- all staff members, including non-teaching Staff and temporary or casual Staff
- all Volunteers
- all Contractors
- External Education Providers
- teaching students on placement at the College
- parents/carers and other adult family members of students
- visitors

Together referred to as “the College Community” for the purposes of this Code.

The Marist Child Safe Adult Code of Conduct applies in all College environments. College environments include both physical and online environments, as well as any environment (including those outside the College’s grounds) where College-related activities are occurring.

Child Safe Adult Code of Conduct

Each member of the College Community is responsible for promoting the safety and wellbeing of students by adhering to the following standards of behaviour:

DO:

- Uphold Lavalla Catholic College’s Statement of Commitment to Child Safety at all times.

- Comply with applicable guidelines published by the College with respect to child safety, such as the **Staff and Student Professional Boundaries** policy.
- Behave as a positive role model to students.
- Promote the safety, welfare and wellbeing of students.
- Be vigilant and proactive with regard to child safety and protection issues.
- Provide age-appropriate supervision for students.
- Treat all students with respect.
- Promote the safety, participation and empowerment of students with a disability.
- Promote the cultural safety, participation and empowerment of linguistically and/or culturally diverse students and Aboriginal and Torres Strait Islander students.
- Use positive and affirming language towards students.
- Encourage students to 'have a say' and then listen to them with respect.
- Respect cultural, religious and political differences.
- Help provide an open, safe and supportive environment for all students to interact, and socialise.
- Intervene when students are engaging in inappropriate bullying behaviour towards others or acting in a humiliating or vilifying way.
- Report any breaches of this Child Safe Adult Code of Conduct.
- Report concerns about child safety to one of the College's Child Safeguarding Officers and ensure that your legal obligations to report child abuse or other harm externally are met.
- Where an allegation of child abuse or other harm is made, ensure as quickly as possible that the student involved is safe.
- Call the Police on 000 if you have immediate concerns for a student's safety.
- Respect the privacy of students and their families and only disclose information to people who have a need to know.

DO NOT:

- Engage in any form of inappropriate behaviour towards students or expose students to such behaviour.
- Engage in prejudicial or oppressive behaviour, or use inappropriate language with students.
- Express personal views on cultures, race or sexuality in the presence of students or discriminate against any student based on culture, race, ethnicity or disability.
- Engage in open discussions of an adult nature in the presence of students.
- Engage in any form of sexual conduct with a student including making sexually suggestive comments and sharing sexually suggestive material.
- Engage in inappropriate or unnecessary physical conduct or behaviours including doing things of a personal nature that a student can do for themselves, such as toileting or changing clothes.
- Engage in any form of physical violence towards a student including inappropriately rough physical play.
- Use physical means or corporal punishment to discipline or control a student.
- Engage in any form of behaviour that has the potential to cause a student serious emotional or psychological harm.
- Develop 'special' relationships with students that could be seen as favouritism (for example, the offering of gifts or special treatment for specific students).
- Engage in undisclosed private meetings with a student who is not your own child.
- Engage in activities with a student who is not your own child, outside of school hours and without permission from the student's parent/carer.
- Engage in inappropriate personal communications with a student through any medium, including any online contact or interactions with a student.
- Take or publish (including online) photos, movies or recordings of a student without parental/carer consent.
- Post identifying information about a student online unless it is necessary for the school's activities or you have consent from the student and/or their parents/guardians. Identifying information includes

things such as the student's: full name; age; e-mail address; telephone number; residence; school; or details of a club or group they may attend.

- Ignore or disregard any suspected or disclosed child abuse or other harm.

Agreement to Marist Child Safe Adult Code of Conduct

A copy of the Marist Child Safe Adult Code of Conduct is provided to all Staff, Direct Contact and Regular Volunteers and Direct Contact and Regular Contractors at induction, or otherwise prior to them commencing work at the College. It is also communicated via refresher training at regular intervals for all Staff, as well as Direct Contact Volunteers and Direct Contact Contractors.

All Staff, as well as Direct Contact and Regular Volunteers must sign an agreement to adhere to the Marist Child Safe Adult Code of Conduct prior to commencing work at College.

The Marist Child Safe Adult Code of Conduct forms part of the contract between the College and any Direct Contact and Regular Contractors. Therefore, all Direct Contact and Regular Contractors are deemed to have agreed to adhere to the Marist Child Safe Adult Code of Conduct upon signing the contract or upon commencing work at the College.

A copy of the Marist Child Safe Adult Code of Conduct is provided to parents/carers, who must sign an agreement to abide by the Marist Child Safe Adult Code of Conduct on enrolment.

Consequences for Breaching the Marist Child Safe Adult Code of Conduct

Staff, including the Leadership Team and Principal, Volunteers and Contractors who breach this Code of Conduct may be subject to disciplinary actions that may result in a range of measures including (depending on the severity of the breach):

- remedial education
- counselling
- increased supervision
- the restriction of duties
- appointment to an alternate role
- suspension or
- in the case of serious breaches, termination of employment, contract or engagement.

Where any other member of the College community breaches any obligation, duty or responsibility within the Marist Child Safe Adult Code of Conduct, Lavalla Catholic College will take appropriate action.

Report Any Concerns

It is Marist policy that any breach of the Marist Child Safe Adult Code of Conduct is a child safety incident. Therefore, all Staff, Direct Contact and Regular Volunteers, and Direct Contact and Regular Contractors who witness, or suspect, any breach of this Code of Conduct must report their concern internally and, if required, also externally.

Our Child Safeguarding Program includes information for the College Leadership Team, Staff, Volunteers and Contractors about how to identify key indicators of child abuse or other harm and how to report child safety incidents or concerns internally. It also contains detailed procedures with respect to the reporting of child safety incidents or concerns to relevant authorities.

Students are provided with information about and encouraged to use multiple pathways to raise child safety incidents or concerns about or at the College, including breaches of the Marist Child Safe Adult Code of Conduct. These include informal and formal ways, an 'anonymous' way, and external child advocacy or child safety organisations.

Parents/carers, family members or other community members who witness or suspect that there has been a breach of this Code of Conduct, or have concerns that a child or young person associated with the College may be subject to abuse or harm from a member of Staff, a Volunteer or a Contractor, should contact:

- the College's Senior Child Safeguarding Officer, **Doug Doherty, Deputy Principal – Student Wellbeing & Operations**, by phoning 51 74 5272 or 51 74 7355 or emailing dohedou1@lavalla.vic.edu.au; or
- the Principal or, if the concern relates to the Principal, the MSA Regional Director.

You can also raise a concern through the College's **Complaints Handling Policy**.

Communications will be treated confidentially on a 'need to know basis'.

Whenever there are concerns that a child or young person is in immediate danger, the Police should be contacted on 000.

Student Code of Conduct



At Lavalla Catholic College we recognise that effective learning can only occur in a secure environment where the dignity, rights and responsibilities of others are known and respected and where standards and rules are fairly and consistently applied.

This Student Code of Conduct has been developed to clearly set out standards of behaviour that students are expected to abide by.

Managing the Student Code of Conduct is a shared responsibility between students, parents / guardians and the College. All students and families have ready access to support offered by Staff and College Safeguarding Officers.

Rights and Responsibilities of Students

Students are expected to uphold the principles of Lavalla Catholic College.

They are:

- **Excellence** – in your schoolwork, extracurricular, sporting and other personal endeavours
- **Respect** – for your teachers, parents, peers and other members of the College community
- **Courtesy** – for everyone you interact with
- **Pride** - in yourself and the way you represent the College
- **Personal Responsibility** – for your actions
- **Integrity** – honesty and candour in all your dealings
- **Sensitivity** – avoid causing offence or hurt
- **Tolerance** – for others, regardless of their background, age, race, gender, sexuality, religion or race
- **Inclusion** – of all those who decide to come to Lavalla Catholic College, and those in the community.

These values are to be upheld in the way you conduct yourself not only at the College, but also in the community.

Students are expected to observe and uphold this statement of rights and responsibilities:

You have the **right** to:

- reach your full learning potential in a safe and supportive environment
- be safe
- be treated with respect, courtesy and kindness
- be an active part of and contribute positively to the community
- be treated fairly and justly
- have your human rights, and other legal rights respected.

You have the **responsibility** to:

- enable others to learn in a safe and supportive environment
- follow College policies, procedures and the directions of teachers at all times
- treat others with respect, courtesy and kindness

- represent the College well in the community
- accept and consider the consequences of your actions
- respect the human rights and legal rights of others.

Consequences for Breaching the Student Code of Conduct

Students are expected to abide by College rules and the policies of the College, as well as the directions of teachers.

A breach of this Student Code of Conduct, College rules or policy will be dealt with in accordance with our **Student Discipline Policy**.

Raising Concerns About Safety

Students are provided with information about and encouraged to use multiple pathways to raise child safety concerns about or at the College, including concerns about the behaviour of other students. These include formal and informal ways, an 'anonymous' way, and the external child advocacy or child safety organisations.

If a student has concerns about their safety, or the behaviour of others, it's important that they tell a trusted adult. This could be a parent or guardian, a trusted teacher or a Child Safeguarding Officer.

Our Staff are committed to ensuring that all students feel empowered to speak up and be heard, and will take all concerns raised by students seriously and ensure that the student receives ongoing support.