

St Mary's School is a school which operates with the consent of the Catholic Archbishop of Melbourne and is owned, operated and governed by Melbourne Archdiocese Catholic Schools Ltd (MACS), where formation and education are based on the principles of Catholic doctrine, and where the teachers are outstanding in true doctrine and uprightness of life.

## Terms and Conditions of Enrolment

### 1. Education services

- 1.1 Catholic education is intrinsic to the mission of the Church. It is one means by which the Church fulfils its role in assisting people to discover and embrace the fullness of life in Christ. Catholic schools offer a broad, comprehensive curriculum imbued with an authentic Catholic understanding of Christ and his teaching, as well as a lived appreciation of membership of the Catholic Church. Melbourne Archdiocese Catholic Schools Ltd (MACS) governs the operation of MACS schools and owns, governs and operates the School.
- 1.2 Parents and guardians, as the first educators of their children, enter into a partnership with the Catholic school to promote and support their child's education. Parents and guardians must assume a responsibility for maintaining this partnership by supporting the school in the provision of education to their children within the scope of School's registration and furthering the spiritual and academic life of their children.

### 2. Enrolment

- 2.1 You are required to provide particular information about your child during the enrolment procedure, both at the application stage and if the school offers your child a place. Please note that lodgement of the enrolment form does not guarantee enrolment at the school. If the information requested is not provided, we may not be able to enrol your child.
- 2.2 To meet MACS and government requirements, you will need to provide the school with a completed enrolment form including, among other things, the information listed below.
  - evidence of your child's date of birth (e.g. birth certificate, passport)
  - religious denomination
  - previous school reports (if applicable)
  - names and addresses of the child and parents/guardians; telephone numbers (home, work, mobile) of parents/guardians
  - names of emergency contacts and their details
  - specific residence arrangements
  - information about the language(s) your child speaks and/or hears at home
  - nationality and/or citizenship including the visa subclass granted upon entry to Australia (prior to citizenship being granted) where applicable
  - doctor's name and telephone number
  - medical conditions, including immunisation history

- information on additional learning needs (e.g. whether your child requires additional support in relation to mobility, language, social skills development, welfare needs, challenging behaviours, adjustments to the curriculum, etc.)
- parenting agreements or court orders, including any guardianship orders.

After lodgement of the enrolment form, school staff may need to request further information, for example in relation to any parenting orders, medical conditions or additional learning needs that you have noted on the enrolment form. In addition, it is often useful for parents/guardians to attend a meeting with school staff prior to enrolment to discuss any additional needs your child may have. An interpreter may be organised, if required.

2.3 Subject to any special exercise of discretion by the Board of MACS, the order of priority for enrolment in our school is detailed in the School Enrolment Policy.

### **3. Fees**

- 3.1 The setting of the levels of fees, levies and other compulsory ad hoc charges in MACS schools is the responsibility of the School within the prescribed requirements of MACS, taking into account the allocation of government funds. The School offers a number of methods for paying fees, levies and ad hoc charges to reduce any financial burden and to assist financial planning. If you have difficulty in meeting the required payment of fees, levies and ad hoc charges, you are welcome to discuss this with the Principal of the school.
- 3.2 Parents/guardians are responsible for payment of all fee, levies and charges associated with the student's enrolment and attendance at the School, as contained in the School's Fees, Levies and Charges Schedule provided to parents from time to time. The fees must be paid for a child to enrol and to continue enrolment at the school. The School has discretion whether to allow a child to participate in optional or extracurricular school events, such as paid school excursions or extracurricular activities, while fees remain due and payable.

### **4. Enrolment under minimum school entry age**

- 4.1 The School's enrolment policies and procedures are intended to ensure that, when enrolling students, MACS schools are compliant with relevant Victorian and Australian government legislation. The minimum starting age for a child to be enrolled in a Victorian school is four years and eight months, i.e. a child must turn five by 30 April in the year of starting school. Enrolment of children under the minimum school entry age and pre-Prep programs require approval from the MACS Executive Director (or the delegate of the MACS Executive Director) via the 'Application for Early Age Entry to School'.
- 4.2 In the rare situations where:
- a parent/guardian seeks enrolment of a child under the minimum starting age
  - the principal supports the enrolment of that child at the school
  - the approval of the MACS Executive Director (or the delegate of the MACS Executive Director) for an exemption is required before enrolment under the minimum starting age can occur. Approval for early age enrolment will only be granted in exceptional circumstances.

## 5. Child safe environment

- 5.1 Catholic school communities have a moral, legal and mission-driven responsibility to create nurturing school environments where children are respected, their voices are heard, and where they are safe and feel safe.
- 5.2 Every person involved in Catholic education, including all parents at our School, has a responsibility to understand the importance 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.
- 5.3 MACS school's child safe policies, codes of conduct and practices set out our 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 children in order to safeguard them against abuse.
- 5.4 Our School has established human resources practices where newly recruited staff, existing staff and volunteers in our school understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of our school's relevant policies and procedures. Our School also provides ongoing training, supervision and monitoring of staff to ensure that they are suitable to work with children as part of our human resources practices.
- 5.5 Our School has robust, structured risk management processes as prescribed by MACS 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 that children within our school engage in.
- 5.6 Our School, 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.
- 5.7 Our School's child safety policies and procedures are readily available and accessible. Further details on MACS' and the Catholic education community's commitment to child safety across Victoria can be accessed by visiting:
  - Catholic Education Commission of Victoria Ltd's child safety page [www.cecv.catholic.edu.au/Our-Schools/Child-Safety](http://www.cecv.catholic.edu.au/Our-Schools/Child-Safety)
  - MACS' child safety page <https://www.macs.vic.edu.au/Our-Schools/Child-Safety.aspx>

## 6. Period of Enrolment

- 6.1 The enrolment of the student, once approved by the Principal of the School, commences in the Entry Year and continues until the completion of last year at the School or until the Student's enrolment is otherwise withdrawn or terminated.

## 7. Policies and procedures

- 7.1 All of the School's Policies and Procedures are available on the School's website. For the purposes of this agreement, a reference to School's Policies and Procedures also includes processes, guidelines and any other applicable governance documentation.

- 7.2 The parents/guardians must comply with and take all reasonable steps to uphold the School's Policies and Procedures (as introduced or amended from time to time) including those concerning or dealing with:
- a) the care, safety and welfare of students;
  - b) standards of dress, grooming and appearance;
  - c) grievance and complaints;
  - d) social media and the use of information, communication and technology systems;
  - e) student behaviour and conduct and discipline of students;
  - f) parent behaviour and conduct, including any Parent/Guardian Code of Conduct as may be published from time to time; and
  - g) privacy.
- 7.3 The School has absolute discretion in all of its operational and educational matters and offerings, as determined by its governing body, the Board of Directors of MACS and MACS Executive Director, and subject to relevant delegations to the Principal of the School.

## **8. Terms of enrolment regarding acceptable behaviour or conduct**

- 8.1 Our School is a community that exemplifies the gospel values of love, forgiveness, justice and truth. The School 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.
- 8.2 Every person at the School has a right to feel safe, to be happy and to learn; therefore, we aim to:
- a) promote the values of honesty, fairness and respect for others
  - b) acknowledge the worth of all members of the community and their right to work and learn in a positive environment
  - c) maintain good order and harmony
  - d) affirm cooperation as well as responsible independence in learning
  - e) foster self-discipline and develop responsibility for one's own behaviour.
- 8.3 The MACS Board and our School administration in consultation with the School community wherever appropriate, will prescribe standards of dress, appearance and behaviour for the student body.
- 8.4 As a term of your child's enrolment, parents and guardians agree that the Student is required to comply with the school's behaviour aims and code of conduct, and to support the school in upholding prescribed standards of dress, appearance and behaviour and ensure compliance with the Code of Conduct for Students.
- 8.5 The parents/guardians agree to be responsible for ensuring that 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 School in the implementation of such Policies, Procedures and codes of conduct.
- 8.6 The parents/guardians agree to comply with any Code of Conduct for Parents/Guardians or other policy implemented by the School from time to time which sets out the School's expectations of parents/guardians who have a student enrolled at the School.

8.7 The parents/guardians agree that any unacceptable behaviour by a child, or repeated behaviour by a parent or guardian that, in the school's view, is unacceptable and damaging to the partnership between parent/guardian and school, or otherwise in breach of the Student Code of Conduct or the Parent/Guardian Code of Conduct may result in suspension or termination of the child's enrolment.

## **9. Terms of enrolment regarding conformity with principles of the Catholic faith**

9.1 As a provider of Catholic education, the Principal will take into account the need for the school community to represent and comply with the doctrines, beliefs and principles of the Catholic faith when making decisions regarding matters of School administration, including enrolment. Students and families who are members of other faiths are warmly welcomed at our School. However, the MACS Board or its delegates reserves the right to exercise administrative discretion in appropriate circumstances to suspend or terminate enrolment, where it is necessary to do so to avoid injury to the religious sensitivities of the Catholic school community.

## **10. Terms of enrolment regarding provision of accurate information**

- 10.1 It is vitally important that the Principal is made aware of each child's individual circumstances insofar as these may impact upon their physical, functional, emotional or educational needs, particularly where the School is required to provide additional support to the child.
- 10.2 Parents and guardians must provide accurate and up-to-date information when completing an enrolment form and must supply the School, prior to enrolment, any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the child'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 a parent/guardian has unreasonably refused to provide requested information or knowingly withheld relevant information from the School.
- 10.3 Where, during the course of a child's enrolment, new information becomes available that is material to the child's educational and/or safety/wellbeing needs, it is a term of the child's continuing enrolment that such information is provided to the School promptly. Non-provision of such information will be treated as breach of these terms and conditions of enrolment.
- 10.4 The provision of an inaccurate residential address or failure to provide an updated residential address for the child will also be treated as a breach of the terms of enrolment.
- 10.5 Any breach of the terms and conditions of enrolment regarding provision of accurate information that is not rectified upon request by the school may result in a suspension or termination of enrolment.

## **11. Enrolment for children with additional needs**

11.1 The School welcomes parents/guardians who wish 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 school and parents/guardians prior to enrolment regarding:

- a) 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)
  - b) the nature of any additional assistance that is recommended/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)
  - c) the individual physical, functional, emotional or educational goals that are appropriate to the child, and how the parents/guardians and the School will work in partnership to achieve these goals
  - d) any limitations on the School'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 educational needs can change over time, it will often be necessary for the School to review any additional assistance that is being provided to the child, in consultation with parents/guardians and the child's treating medical/allied health professionals, in order to assess whether:
- a) the additional assistance remains necessary and/or appropriate to the child's needs
  - b) the additional assistance is having the anticipated positive effect on the child's individual physical, functional, emotional or educational goals
  - c) it remains within the School's ability to continue to provide the additional assistance, given any limitations that may exist.

## **12. Assessment and updates**

- 12.1 Various opportunities are provided to keep you up to date with your child's progress. You will receive two comprehensive written reports each year and arrangements will be made for at least one interview where you can discuss your child's development with their teacher. In addition, you can always contact the School to arrange a meeting if you have any concerns or wish to receive an update on progress.

## **13. Discipline**

- 13.1 The School has absolute discretion to determine when student conduct warrants disciplinary action to be taken by the School and that the School may apply disciplinary measures that the School deems appropriate in accordance with the School's Policies and Procedures, and which may include:
- a) withdrawal of privileges;
  - b) detention at such times as the Principal may deem appropriate;
  - c) requiring the student to undertake additional school work during or after normal school hours;
  - d) suspension;
  - e) expulsion; and
  - f) such other consequences as the School considers reasonable and appropriate.

13.2 Any serious failure by the student to comply with the School's Policies and Procedures may affect the student's enrolment at the School, and that as a result, the student may be suspended from attending the School, their enrolment may be terminated and/or the School may charge or retain all or part of the fees, levies or charges for that term.

#### **14. Termination of student's enrolment by the school**

14.1 The School reserves the right to require the parents or guardian to withdraw the student from the School or to cancel the student's enrolment at any time if the School reasonably considers that:

- a) the student's behaviour, attitude or conduct to school work, other school activities or while attending school is considered unsatisfactory;
- b) on grounds of the student's unsatisfactory conduct or performance or for misconduct;
- c) the student fails to obey the School's Policies and Procedures or any Student Code of Conduct of the School;
- d) a mutually beneficial relationship of trust and cooperation between the parents/guardians and the School or any of its staff has broken down to the extent that it adversely impacts on the School, any of its staff or the ability of the School to provide satisfactory educational services to the student;
- e) the student's progress and performance is such that the student is not benefiting from the academic courses provided by the School;
- f) the behaviour or conduct of the parents/guardians towards the School or to any of its staff breaches any Parent/Guardian Code of Conduct;
- g) if any accounts or fees payable by the parents/guardians are not paid within the School's terms of payment or within the terms of any written agreement between the School and the parents/guardians permitting a later or deferred payment; or
- h) circumstances exist whereby the ongoing enrolment of the student at the school is considered to be untenable or is not in the best interests of the student or the School.

#### **15. General**

15.1 This enrolment agreement constitutes the sole and entire agreement between the parents/guardians and MACS in relation to the enrolment of the student at the School.

15.2 The parents/guardians acknowledge that MACS may from time to time vary the terms and conditions of this enrolment agreement.

15.3 Parents/guardians acknowledge that a student's enrolment at the School and this agreement with MACS may be terminated in event of a material breach of this agreement or the application of one of the School's Policies and Procedures necessitates or permits such termination.

15.4 Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this agreement is excluded and is of no force or effect.

15.5 The agreement is governed by the laws of the State of Victoria, Australia.



## Acceptance of Enrolment

- By signing this Enrolment Agreement, I acknowledge that I enter into an agreement with Melbourne Archdiocese Catholic Schools Ltd, as the owner and governing authority for the School and I understand and accept the Terms and Conditions of Enrolment as set out in this Enrolment Agreement and I agree that there are certain expectations, obligations and guarantees required of parents/guardians of the School's students, so that a harmonious relationship may be established: I accept the offer of enrolment of my child at the School in the entry year and entry level noted in the enrolment application form;
- I will support and abide by all MACS and School Policies and Procedures (including processes, guidelines and other governance documentation), as amended from time to time, in relation to programs of studies, sports, pastoral care, school uniform, acceptable behaviour, child safety, discipline and general operations of the School
- I will ensure that the information I have provided is kept up to date throughout the period of enrolment and I will notify the School promptly of any changes to that information (e.g. change of residential address, changes to parenting orders)
- I will pay the current School fees and levies for my child and also pay any variation or increase of fees and levies as required upfront at the beginning of the school year or in three instalments (and will pay in full by the end of Term 3 each year), or I will otherwise notify the school immediately if I am experiencing financial difficulties
- I will support my child's participation in the religious life of the School (e.g. school liturgies, retreat programs)
- I will attend parent/teacher and information evenings which relate to my child
- I will participate in a working bee once a year or make a financial contribution
- In the event I have any concerns, I will raise them initially with the relevant teacher or the School Principal
- I will treat all members of the School community with respect as befits a Catholic school
- If in time of emergencies, accidents or serious illness I cannot be contacted, I give permission for the Principal (or their representative) to seek medical attention for my child as required (which may include transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle). I also understand that the signatories below are required to meet any costs incurred
- As a parent/guardian, I will support the vision of MACS, the School and parish. In accepting the enrolment, I agree to abide by all of MACS' and School's Policies, Procedures (including processes, guidelines and other governance documentation), which are reviewed regularly and may be subject to change at the School's discretion. I will work with the School to support any academic/social/behavioural needs of my child. I agree to support my child's participation in the religious life of the School (e.g. school liturgies, Masses etc.). I understand that the consequence of not complying with MACS' and the School's Policies and Procedures may result in the termination of the enrolment.

*I understand that if any misleading information has been provided, or any omission of significant information is made in the application for enrolment, acceptance will not be granted; or, if discovered after acceptance, enrolment may be withdrawn.*

STUDENT NAME		
PARENT A / GUARDIAN SIGNATURE		Date:
PARENT B / GUARDIAN SIGNATURE		Date:

**Disclaimer:** Personal information will be held, used and disclosed in accordance with MACS' Privacy Collection Notice and Privacy Policy enclosed in the Enrolment Pack and available on its website [smaltona.catholic.edu.au](http://smaltona.catholic.edu.au)