

This is a School which operates with the consent of the Bishop of the Diocese of Sandhurst and is owned, operated and governed by Catholic Education Sandhurst (CES) Limited, 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. This Agreement is part of the Enrolment Framework which is available at <https://catholiceducationwodonga.vic.edu.au/enrolment/>

## Terms & Conditions of Enrolment

The information below sets out the terms and conditions under which local students are currently enrolled at this School.

### 1. Education services

- 1.1. Parents and guardians, as the first educators of their children, enter into a partnership with the 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 and furthering the spiritual and academic life of their children.
- 1.2. This School will provide a School curriculum based on 'The Victorian Curriculum Foundation to 10' priorities and standards (or equivalent if superseded).

### 2. Enrolment

- 2.1. You are required to provide particular information about your child during the enrolment process, 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. As required by law, and in accordance with this School's Enrolment Policy and Procedures, where a Student has or will have a disability, this School must give consideration to how it can, in the context of its limited resources, provide support for students with special needs or disabilities by making reasonable adjustments.

- 2.3.** Parents/guardians agree to disclose to the School all information about the physical, learning or other disabilities of the Student so that this School can consider how it can support students consistent with its legal obligations.
- 2.4.** The Applicant acknowledges that the **Application for Enrolment form** and the **Offer of Enrolment: Request for Information form** has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in these.
- 2.5.** The **Application for Enrolment** and the **Offer of Enrolment: Request for Information** forms part of this Enrolment Agreement, and failure to complete these Forms honestly and correctly, or to make full disclosure, may result in termination of enrolment at this School.
- 2.6.** To meet School and government requirements, you will need to provide the School with the requested information and completed forms including, among other things, the information listed below.

<ul style="list-style-type: none"> <li>evidence of your child's date of birth, e.g. birth certificate, passport</li> </ul>	<ul style="list-style-type: none"> <li>information about the language(s) your child speaks and/or hears at home</li> </ul>
<ul style="list-style-type: none"> <li>religious denomination</li> </ul>	<ul style="list-style-type: none"> <li>nationality and/or citizenship including the visa subclass granted upon entry to Australia (prior to citizenship being granted) where applicable</li> </ul>
<ul style="list-style-type: none"> <li>names and addresses of the child and parents/guardians; telephone numbers (home, work, mobile) of parents/guardians</li> </ul>	<ul style="list-style-type: none"> <li>doctor's name and telephone number</li> </ul>
<ul style="list-style-type: none"> <li>names of emergency contacts and their details</li> </ul>	<ul style="list-style-type: none"> <li>information on additional learning needs (for example, whether your child requires additional support in relation to mobility, language, social skills development, welfare needs, challenging behaviours, adjustments to the curriculum, etc.)</li> </ul>
<ul style="list-style-type: none"> <li>specific residence arrangements</li> </ul>	<ul style="list-style-type: none"> <li>parenting agreements or court orders, including any guardianship orders</li> </ul>

- 2.7.** The School reserves the right 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 forms. 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.
- 2.8.** Subject to any special exercise of discretion by the Board of Catholic Education Sandhurst Limited, the **Enrolment Priority Criteria** provides an agreed order of priority for enrolment in our School, which is consistent with the enrolment policy for all Catholic Schools.

## 3. Information Collection Notice

**3.1** The School collects personal information, including sensitive information about students and parents or guardians before and during the course of a student's enrolment at the School. This may be in writing, through technology systems or in the course of conversations. The primary purpose of collecting this information is to enable the School, Catholic Education Offices and the Catholic Education Commission of Victoria Ltd (CECV) to meet its educational, administrative and duty of care responsibilities to the student to enable them to take part in all the activities of the School

**3.2** Some of the information we collect is to satisfy the School's legal obligations, particularly to enable the School to discharge its duty of care.

**3.3** Laws governing or relating to the operation of a School require certain information to be collected and disclosed. These include relevant Education Acts and Public Health and Child Protection laws.

**3.4** Health information about students (which includes information about any disability as defined by the Disability Discrimination Act (1992) is sensitive information within the terms of the Australian Privacy Principles (APPs) under the Privacy Act 1988. The School may require medical reports about students from time to time and may otherwise collect sensitive information about students and their families

**3.5** If any personal information requested by the School is not provided, this may affect the School's ability to enrol a student, respond to enquiries, provide the student with educational and support services or allow a person to visit the School.

**3.6** The School may disclose personal and sensitive information for administrative, educational and support purposes (or may permit the information to be directly collected by third parties). This may include to:

- School service providers such as the CECV, Catholic Education Offices, parish, Catholic Education Wodonga Schools, School's governing bodies and other dioceses
- third party service providers that provide online educational and assessment support services or applications (apps), or services in relation to School improvement surveys, which may include email and instant messaging
- School systems, including the Integrated Catholic Online Network (ICON) and online services such as Google's 'G Suite' and Microsoft Office 365. Limited personal information and students' personalised learning plans (PLP's) may be collected and processed or stored by these providers in connection with these services
- CECV and Catholic Education Offices to discharge its responsibilities under the Australian Education Regulation 2013 (Regulation) and the Australian Education Act 2013 (Cth) (AE Act)

relating to students with a disability, including ongoing evaluation of funding adequacy for individual students

- CECV and CES to support the training of selected staff in the use of School's systems, such as ICON
- Another School to facilitate the transfer of a student
- Federal and State government departments and agencies acting on behalf of the government e.g. for audit purposes
- health service providers, and people providing educational support and health services to the School, including specialist visiting teachers, sports coaches, volunteers, counsellors and providers of learning and assessment tools
- assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority
- people providing administrative and financial services to the School
- anyone you authorise the School to disclose information to; and
- anyone to whom the School is required or authorised to disclose the information to by law, including under child protection laws.

**3.7** The School is required by the Federal Australian Education Regulation (2013) and Australian Education Act 2013 (Cth) (AE Act) to collect and disclose certain information under the Nationally Consistent Collection of Data (NCCD) on students with a disability. The School provides the required information at an individual student level to the Catholic Education Offices and the CECV, as an approved authority. Approved authorities must comply with reporting, record keeping and data quality assurance obligations under the NCCD. Student information provided to the federal government for the purpose of the NCCD does not explicitly identify any student.

**3.8** Personal information collected from students is regularly disclosed to their parents or guardians.

**3.9** If you make an enrolment application to another School, personal information including health information provided during the application stage may be collected from, or shared with, the other School.

**3.10** The School may use online or 'cloud' service providers to store personal information and to provide services to the School that involve the use of personal information, such as services relating to email, instant messaging and education and assessment applications. Some limited personal information may also be provided to these service providers to enable them to authenticate users that access their services. This personal information may reside on a cloud service provider's servers which may be situated outside Australia.

**3.11** Parents or students may seek access to and correction of their personal information which the School has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the School's duty of care to the student, where students have provided information in confidence or where the School is otherwise required or authorised by law to refuse access. Any refusal will be notified in writing with reasons (unless, given the grounds for refusal, it would be unreasonable to provide reasons).

**3.12** The School makes reasonable efforts to be satisfied about the protection of any personal information that may be collected, processed and stored outside Australia in connection with any cloud and third party services and will endeavour to ensure it will be located in countries with substantially similar protections as the APPs.

**3.13** Where personal, including sensitive information is held by a cloud computing service provider on behalf of CECV for educational and administrative purposes, it may be stored on servers located within or outside Australia.

**3.14** School personnel and the School's service providers, and the CECV and its service providers, may have the ability to access, monitor, use or disclose emails, communications (e.g. instant messaging), documents and associated administrative data for the purposes of administering the ICON system and ensuring its proper use.

**3.15** The School may disclose limited personal information to the School parish to facilitate religious and sacramental programs, and other activities such as fundraising.

**3.16** The School's Grievance Policy also sets out how parents and students can make a complaint if they believe there has been a breach of the APPs and how the complaint will be handled.

**3.17** The School may engage in fundraising activities. Information received from you may be used to make an appeal to you. (It may also be disclosed to organisations that assist in the School's fundraising activities solely for that purpose.) We will not disclose your personal information to third parties for their own marketing purposes without your consent.

**3.18** On occasions information such as academic and sporting achievements, student activities and similar news is published in School newsletters, website and social media page. This may include photographs and videos of student activities such as sporting events, School camps and School excursions. The School will obtain permissions from the student's parent or guardian (and from the student if appropriate) prior to publication to enable the School to include such photographs or videos [or other identifying material] in our promotional material or otherwise make this material available to the public such as on the internet. The School may obtain permissions annually, or as part of the enrolment process. Permissions obtained at enrolment may apply for the duration of the student's enrolment at the School unless the School is notified

otherwise. Annually, the School will remind parents and guardians to notify the School if they wish to vary the permissions previously provided. We may include students' and parents' or guardians' contact details in a class list and School directory.

**3.19** If you provide the School with the personal information of others, such as other family members, doctors or emergency contacts, we encourage you to inform them you are disclosing that information to the School and why.

## 4. Fees

**4.1** The setting of fees and other compulsory charges is the responsibility of the School, taking into account the allocation of government funds. This School offers a number of methods for paying fees to reduce any financial burden and to assist financial planning. If you have difficulty in meeting the required fee payment, you are welcome to discuss this with the Principal of the School.

**4.2** School fees are outlined in the school fees and levies document.

**4.3** 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.

## 5. Enrolment under minimum school entry age

**5.1** Sandhurst Catholic School Enrolment Policy is intended to ensure that, when enrolling students, our 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 requires approval from the Executive Director of Catholic Education Sandhurst via the 'Application for Early Age Entry to School'.

**5.2** In the rare situations where:

- a) a parent/guardian seeks enrolment of a child under the minimum starting age
- b) the principal supports the enrolment of that child at the School

The approval of the Executive Director of Catholic Education Sandhurst Limited is required before enrolment under the minimum starting age can occur. Approval for early age enrolment will only be granted in exceptional circumstances.

## 6. Child safe environment

**6.1** 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.

**6.2** 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.

**6.3** Our School's child safe policies, codes of conduct and practices set out our School's 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.

**6.4** 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.

**6.5** Our School has robust, structured risk management processes 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.

**6.6** 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.

**6.7** Our School's child safety policies and procedures are readily available and accessible. Further details on the Catholic education community's commitment to child safety across Victoria can be accessed by visiting:

- A) Catholic Education Commission of Victoria Limited's child safety page [www.cecv.catholic.edu.au/Our-Schools/Child-Safety](http://www.cecv.catholic.edu.au/Our-Schools/Child-Safety)
- B) Catholic Education Sandhurst Limited's website

## 7. Policies and procedures

**7.1** All of the School's policies and procedures are available on the School's website.

**7.2** The parents and 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 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 for Catholic Education Sandhurst Limited and the Executive Director of Catholic Education Sandhurst Limited.

## 8. Terms of enrolment regarding acceptable behaviour

**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 School administration, in consultation with the School community, wherever appropriate, will prescribe standards of dress, appearance and behaviour for the student body. During the term of your child's enrolment, parents and guardians are expected 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 by the child of the School's Student Code of Conduct.



**8.4** The parents and guardians must comply with any parent code of conduct 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 with the School.

**8.5** 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 School's Student Engagement and Wellbeing Policy 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 School reserves the right to exercise its 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 School 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 a breach of the terms 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 in the terms 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 strives 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 process 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. Including written reports and parent/teacher meetings. Contact the School for a comprehensive assessment and reporting schedule.

## 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, as outlined in the School's Student Engagement and Wellbeing Policy

**13.2** Any serious failure by the student to comply with the 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 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 policies and procedures or any student code of conduct of the School;
- d) a mutually beneficial relationship of trust and cooperation between the parents 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 towards the School or to any of its staff breaches any parent code of conduct;
- g) if any accounts or fees payable by the parents are not paid within the School's terms of payment or within the terms of any written agreement between the School and the parents 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.

***Disclaimer:*** Personal information will be held, used and disclosed in accordance with the School's Privacy Collection Notice and Privacy Policy available on its website

**By signing this Enrolment Agreement, I acknowledge that I understand and accept the terms and conditions of enrolment as set out in this Enrolment Agreement and, if enrolment is accepted, 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 School policies and procedures, 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
- As members of this School community, we acknowledge responsibility for our conduct, learning and relationships with others. We have read, understand and accept the rights, responsibilities and expectations of students, parents and staff outlined in the Student Engagement and Wellbeing Policy and Parent Code of Conduct. We therefore support the School in the fulfilment of its mission.
- 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 by the School, or will notify the School immediately if I am experiencing financial difficulties. I agree to be liable for the debt collection costs and commission charges incurred in connection to overdue accounts referred to the School's debt collection agency.
- I will support my child's participation in the religious life of the School (e.g. School liturgies, retreats)
- 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
- 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 understand that if this application is successful, I will support the vision of the School and parish. In accepting the enrolment, I agree to abide by all of the School's policies, procedures and protocols (Policies). These Policies 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.). The consequence of not complying with the School's Policies or the terms and conditions of enrolment 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.

Parent A/Guardian 1 signature:		Date:
Parent B/Guardian 2 signature:		Date:

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## PHOTOGRAPHIC PERMISSION FORM

At certain times throughout the year, students may have the opportunity to be photographed or recorded/filmed by the School or its service providers for School publications, such as the School's newsletter or website and social media, or to promote the School in newspapers and other media.

Catholic Education Sandhurst Limited (CES Limited) and the Catholic Education Commission of Victoria Limited (CECV) may also wish to use student photographs/recordings in print and online promotional, marketing, media and educational materials.

We would like permission to use your child's photograph/recording for the above purposes.

<b>STUDENT'S FULL NAME:</b>		<b>YEAR LEVEL:</b>	
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- I give permission for my child's:
  - Name
  - photograph
  - recording
- to be published by the School on/in:
  - the School website
  - social media
  - promotional materials
  - newspapers and other media.
  
- I authorise CES Limited/the CECV to use the photograph/recording in material available free of charge to Schools and education departments around Australia for CES Limited/the CECV's promotional, marketing, media and educational purposes.
  
- I give permission for a photograph/recording of my child to be used by the School/CES Limited/the CECV in the agreed publications without acknowledgment, remuneration or compensation.

- I understand and agree that if I do not wish to consent to my child's photograph/recording appearing in any or all of the publications above, or if I wish to withdraw this authorisation and consent, it is my responsibility to notify the School.

**LICENSED UNDER NEALS:** *The photograph/recording may appear in material which will be available to Schools and education departments around Australia under the National Educational Access Licence for Schools (NEALS), which is a licence between education departments of the various states and territories, allowing Schools to use licensed material wholly and freely for educational purposes.*

<b>Name of parent/guardian</b>		<b>Date:</b>
<b>Signed: parent/guardian</b>		<b>Date:</b>
<b>If the student is aged 15+, they may also sign: Signed: student</b>		<b>Date:</b>

Any permission and consent given may be withdrawn by the parent/guardian or student (if they are aged 15 or over) by notifying the School in advance of any photograph or recording being made.

**Disclaimer:** *Personal information will be held, used and disclosed in accordance with the School's Privacy Collection Notice and Privacy Policy available*