



ENROLMENT CONTRACT POLICY

Enrolment Contract Policy 2020

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Enrolment Contract Policy

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Policy Owner:	School Governing Body	Version: 2.0 Dated: April 2020

ENROLMENT CONTRACT

Student (full name)
(*“student”*)

Parent/ Carer 1 (full name)

Parent/ Carer 2 (full name)
(*Parents/Carers 1 and 2 are referred to as “you”*)

Education

We will educate the students with due care and skill.

You will encourage the students to take full advantage of the curricular and co-curricular opportunities.

We will do our utmost to further their education. We do not guarantee a particular level of achievement for each student. Achievement depends greatly on the individual attributes of the student and the student’s willingness to work for their own education.

We will act in the best interests of the student and the student body generally. This may mean we do not always act in accordance with your requests.

Health

You assure us that you have given us full information about the health of the student when applying for enrolment. You will let us know if there is any improvement or deterioration in the health or physical abilities of the student while the student is at the school.

If something happens to the student in any medical or other emergency and if it is impossible or impractical to communicate with you, the school may take action and incur expenditure as it considers necessary in the best interests of the student. You must pay to us any expenditure we incur in protecting the student.

Communication

The school will provide information about the student to both natural parents of the student and to any other person signing this Enrolment Contract. Under the *Australian Education Act 2013 s77(2)(f)* and the *Australian Education Regulation 2013 s59*, the school will provide reports to “persons having responsibility” for the student. In the absence of a court order, the school will provide these reports to the student’s natural parents. The people signing this Enrolment Contract may request other arrangements relating to the provision of information about the student by giving notice in writing to us. To communicate efficiently with parents, and as a cost saving measure, we will communicate with parents at the email addresses they provide to us. If you do not provide an email address or if you request in writing that we provide information other than by electronic means, we will communicate by the other forms of communication provided by you.

Where communication is to be with the entire school community or with identifiable sections of the school community, the communication may be effected through the school website. We will display on our website, the policies and rules with which you and the student are expected to comply.

Fees

We will determine the fees for each term before the commencement of the term to which the fees apply.

You must pay the fees in advance of the term to which they apply, and not later than fourteen (14) days after the date of the invoice for the fees.

If we increase the fees for a term by more than 10% of the fees payable for the preceding term, you may terminate this enrolment contract by notice, in writing, to us, within fourteen (14) days of the date on which we notify you of the increase.

If you terminate this enrolment contract for any reason other than for:

- a) our breach; or
- b) because of an increase in fees within the time limited by this contract, you must provide us with at least one term’s notice.

If you do not provide us with one term’s notice, you must nevertheless pay to us one full term’s fees. The school commits resources on the basis of confirmed enrolments and will most likely suffer loss from early termination. It may have difficulty filling the student’s position at short notice. If we expel the student, you must pay fees for the whole of the term during which the student is expelled.

Discipline

You must comply with policies and rules we adopt from time to time. You must ensure, as far as practicable, that the student complies with those policies and rules. The policies

and rules do not form part of this contract.

We may discipline the student for failure to comply with directions given by a person in authority or for failure to comply with the school policies and rules. These failures may occur on or off the school campus.

The Principal or Acting Principal may expel the student from the school for misconduct considered by the Principal or Acting Principal to be serious enough to warrant expulsion.

Where discipline may involve expulsion of the student, the Principal or Acting Principal will not expel the student until the allegations of misconduct have been put to the student or the student's representative and the student has been allowed an adequate opportunity to respond.

We may search lockers, bags and property of the student where it is reasonable for us to do so or as part of a general or random search of a place where we conduct our activities. We may confiscate forbidden or dangerous property.

Indemnity

You indemnify the school against any loss or damage caused by any failure by you or the student to comply with our rules and policies. You also indemnify us against any loss or damage caused by the wilful disobedience or reckless behaviour of the student.

Excursions

We will arrange excursions from time to time. We will inform you of intended excursions involving the student. Your consent to the student attending excursions with the school, will be obtained. We will obtain your consent to any excursions where the student will be away for one or more nights.

Privacy

We collect personal information about students at the school, their parents and people who care for them. The primary purpose of collecting the information is to enable us to use the information for all actions connected with educating our students. Your consent to the personal information being used for educational and ancillary purposes including the marketing of the school, will be obtained..

Any medical information will be used discreetly and in accordance with the school's Privacy Policy. The Privacy Policy may be viewed on our website. We will provide a hard copy of the Privacy Policy to anyone who requests it.

Contract

Your obligations under this contract are joint and several. You authorise us to act on the direction of any one of you.

Termination

We may terminate this contract if:

- a) we expel the student from the school;
- b) we decide at the end of a school year that we do not wish to continue the contract for the following school year for any reason;
- c) mutual trust and co-operation between us breaks down; and
- d) you are in breach of this contract and you fail to remedy the breach within a reasonable time after notice from us requiring you to do so.

You may terminate this contract at any time, for any reason, with one clear term's notice to us in writing. You may also terminate the contract when:

- a) we are in breach of the contract and we fail to remedy the breach within a reasonable time after notice from you requiring us to do so; and
- b) there is an increase in fees of the kind referred to in an earlier clause of this contract and you give us notice as required by the earlier clause.

Signed by:

.....
Parent 1

Date:

.....
Parent 2

Date:

.....
Principal

Date:

What information needs to be collected on enrolment:**Government Funding Purposes**

1. Information on parent background as set out in *Data Standards Manual: Student Background Characteristics* (ACARA) pp42-48
http://www.acara.edu.au/verve/resources/DSM_1.pdf
2. Standard Collection notice (see below).

School Information Purposes**a) Information on student:**

1. Full Name
2. Sex
3. Date of birth
4. Address
5. Nationality/ethnicity/country of birth/language spoken at home
6. Student history - Medical details including vaccinations, medical conditions/disabilities/assessments
7. Student history - Educational details including disabilities, assessments. Information on social/social/emotional aspects.

Other information which may be collected includes: photo, other siblings at school/been at school, previous school reports, other relevant reports, birth certificate etc.

b) Additional for International students:

1. Passport Number
2. Passport Expiry Date
3. Visa Expiry Date
4. Name of Medical Fund and Fund Number

c) Parent details:

1. Names (of each natural parent)
2. Address
3. Contact numbers
4. Contact email address
5. Address for Accounts
6. Any court/other orders about the child
7. Background data – educational level and qualifications; language other than English spoken at home; occupation.

Other information which may be collected includes: references, other relevant family information.

d) Emergency Contact details:

1. Name(s)
2. Address
3. Contact numbers
4. Contact email address

Standard Collection Notice

1. The School collects personal information, including sensitive information about pupils and parents or guardians before and during the course of a pupil's enrolment at the School. This may be in writing or in the course of conversations. The primary purpose of collecting this information is to enable the School to provide schooling to the pupils enrolled at the school, exercise its duty of care, and perform necessary associated administrative activities, which will enable them to take part in all the activities of the School.
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. 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.
4. Health information about pupils is sensitive information within the terms of the Australian Privacy Principles under the *Privacy Act*. We may ask you to provide medical reports about pupils from time to time.
5. The School may disclose personal and sensitive information for educational, administrative and support purposes. This may include to:
 - other schools and teachers at those schools;
 - government departments;
 - [Catholic Education Office, the Catholic Education Commission, the School's local diocese and the parish, other related church agencies/entities, and Schools within other Dioceses/other Dioceses]*;
 - medical practitioners;
 - 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 child protection laws.
6. Personal information collected from pupils is regularly disclosed to their parents or guardians.
 7. 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. Further information about the School's use of online or 'cloud' service providers, is contained in the School's Privacy Policy.**
 8. The School's Privacy Policy, accessible on the School's website, sets out how parents or pupils may seek access to personal information collected about them. However, access may be refused in certain circumstances. Such occasions would include 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 pupil, or where pupils have provided information in confidence. Any refusal will be notified in writing with reasons if appropriate.
 9. The School Privacy Policy also sets out how you may complain about a breach of privacy and how the School will deal with such a complaint.
 10. 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.
 11. On occasions information such as academic and sporting achievements, pupil activities and similar news is published in School newsletters and magazines, on our intranet [and on our website]. This may include photographs and videos of pupil activities such as sporting events, school camps and school excursions.

The School will obtain separate permissions from the pupils' parent or guardian (and from the student if appropriate) prior to publication or otherwise make this material available to the public (e.g. the internet). We may include pupils' and pupils' parents' contact details in a class list and School directory.†

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

* As appropriate

** If applicable

† Schools may wish to seek specific consent to publish contact details in class lists and School directories