



ST MARY'S
COLLEGE

**GENERAL
TERMS
& CONDITIONS
OF ENROLMENT**

www.stmaryscollege.vic.edu.au

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September 2022



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Email

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fees@stmaryscollege.vic.edu.au

Website

www.stmaryscollege.vic.edu.au

Parent Portal

Parent Access Module PAM (SIMON) – login [HERE](#)

Postal address

PO Box 258
ST KILDA VIC 3182
[AUSTRALIA](#)

GENERAL TERMS & CONDITIONS OF ENROLMENT

Introduction

This legally binding document applies if your child is offered a place at the College and you have accepted the place for them to commence studies at the College. Please note that these Conditions of Enrolment must be read, and accepted, prior to submitting an Application for Enrolment for your child as indicated in the Application for Enrolment form. However, for the avoidance of doubt, you will be deemed to have accepted the Conditions of Enrolment by completing and submitting an Application for Enrolment.

These Conditions continue to apply for the duration of your child's enrolment at the College and form a legally binding contract between you and the College.

In this document:

“College” and/or “School” means St Mary’s College Melbourne, hereinafter St Mary’s College.

International Students

For International Student enrolments, this document should be read in conjunction with our International Student Program policies and procedures contained in the *‘International Student Program Key Policies and Information’* booklet available on the College public website.

Further policies and detailed information can be obtained by contacting our International Student Coordinator or College Business Manager at the College office.

ENROLMENT SELECTION

Completion of the Application for Enrolment Form does not guarantee an enrolment interview. Successful applicants will be determined in accordance with the College's enrolment criteria.

Attendance at an enrolment interview does not guarantee enrolment being accepted.

At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to College policies as varied from time to time.

STUDENT RECORDS

Parents/Guardians of students (or prospective students) at the College must ensure that the College's records in relation to the student are correct and up to date and, accordingly, must advise the Admissions Office as soon as possible of any changes to the student's records, including the student's or the Parents/Guardians' contact information and student medical information.

It is the responsibility of the Parent/Guardian to keep the College informed and up to date with the current contact information, including but not limited to:

- Email Address
- Residential Address
- Postal Address
- Contact Phone Numbers
- Emergency Contacts for Students
- Medical Plans, medication and other medical information relevant to the supervision and management of the Student

MEDICAL INFORMATION

Parents/Guardians must divulge, with appropriate documentation, all relevant details regarding medical conditions, physical impairment, mental impairment or other conditions that may impact upon the College's ability to properly care for the student, and to enable consideration of any extra services and facilities that may be required. Such information must be based on all current information available to the Parent/Guardian at the time of submitting the Application for Enrolment.

It is a condition of enrolment that, during the period that the student is enrolled at the College, Parents/Guardians must, as soon as practicable, bring to the College's attention, with appropriate

documentation including up to date Medical Management Plans and medications, any medical conditions, physical impairment, mental impairment or other conditions affecting the student that may impact upon the College's ability to properly care for the student, and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

The Parents/Guardians authorise the College to:

- obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the College or College staff; and
- obtain any medical treatment for the student considered appropriate in the circumstances where the student suffers from an injury or illness.

Parents/Guardians accept responsibility for any expenses incurred on behalf of the College or student arising from such emergency or urgent medical treatment. Further, the Parents/Guardians acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

PARENTAL CONDUCT

Parents/Guardians agree to comply with the College's rules, procedures and policies, including but not limited to the Parent Code of Conduct, as varied from time to time.

Parents/Guardians will treat other Parents/Guardians, students and College staff with fairness, courtesy and respect at all times. Parents/Guardians will not act in such a manner which would cause the image of the College to be negatively affected or brought into disrepute, or in such a manner which would reasonably cause other Parents/Guardians, students or College staff to be offended, humiliated or intimidated.

If the Principal believes that:

- the mutually beneficial relationship of trust and cooperation between the Parents/Guardians and the College, or between the Parents/Guardians and College staff or other Parents/Guardians, has broken down to the extent that it adversely impacts on the Parents/Guardians' relationship with the College; or
- the Parents/Guardians have failed to comply with the College rules, policies or procedures (including these Conditions of Enrolment),

The Principal in their absolute discretion may require the Parents/Guardians to remove the student from the College and cancel his enrolment together with any other child or children they have enrolled at the College.

Parents/Guardians agree to assist the School in discharging its obligations under the Child Wellbeing and Safety Act 2005 (Vic) by participating in investigations in relation to allegations of "reportable conduct", or taking any other steps to assist the College with its child safety statutory obligations, if requested to do so by the College or regulatory authority.

PRIVACY POLICY

Parents/Guardians acknowledge and accept the College/Edmund Rice Education Australia (EREA) Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.

Parents/Guardians will at all times respect the privacy and rights of others in relation to taking/disseminating any photos or videos of College activities.

Parents/Guardians acknowledge and consent, unless otherwise advised in writing, to the student being photographed or videotaped, by an authorised representative of the College, from time to time within the College's grounds or participating in College events or activities, and to the use of these photographs or videos in College publications, advertisements, editorials, the College's website or social media.

DISCIPLINE OF STUDENTS

Parents/Guardians agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with student behaviour and conduct.

The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel or suspend any student from the College, on the grounds of unsatisfactory conduct or performance, failure to obey the College rules, discipline procedures and policies, or for any other reason.

Where it is considered necessary, the College may authorise an appropriate College staff member to conduct a search of any of the student's private belongings that have been brought onto the College premises or to a College function or activity, including his school bag or locker, and may authorise a search of the student's person or direct that his pockets or clothing be emptied.

STUDENT PARTICIPATION

Students of the College are required to take part in all College activities such as faith development, sport, music and performances, including those scheduled out of normal school hours. Students are required to have a range of items for College activities, including books, stationery and uniform, during enrolment. The details of these items may be obtained from the College. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

COURT ORDERS

Unless the College is supplied with a Court order or written authorisation signed by both Parents/Guardians which provides otherwise, the College will proceed and act on the basis that each of the student's Parents/Guardians has equal rights and responsibilities in relation to the Student. The Parents/Guardians will at all times act in accordance with any relevant Court orders in their dealings with the College.

If there is a change in legal guardianship or care for the student, the Parents/Guardians will immediately provide written notice to the College detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parent/Guardian of the student, confirming the status of the student's enrolment. The Parents/Guardians indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents/Guardians.

RESPONSIBILITY FOR PAYMENT OF FEES

College Accounts Staff can assist with any queries parents may have in regard to payment of fees and levies.

Each person who signs the Enrolment Application accepts legal responsibility (jointly and severally) for payment of the school fees and levies incurred for the entire period of the Enrolment of the Student.

Nomination of a person as being responsible for the school fees and levies does not change the joint and several liability for payment of the whole of the fees, levies and other associated costs, meaning the school can, at its discretion, seek to recover the whole of the outstanding Fee Account balance from any one parent/guardian or any combination of them.

Payment of fees and levies become liable upon acceptance of enrolment and are subject to all the Terms and Conditions contained herein and in the Enrolment Agreement (Appendix 1).

Any Parents/Guardians who sign the Application for Enrolment are liable for payment of all of the College fees, levies and charges in relation to the Student. Fees, levies and charges are due and payable in all circumstances following enrolment. Allegations of bullying or instances of bullying towards a student (or other behaviours) will not discharge any obligation of a Parent/Guardian to pay fees, levies and charges.

Where there is more than one person signing the Application for Enrolment:

1. a Fee Account will be issued for each Family. Parents/Guardians signing the Enrolment Form accept joint and several liability for the outstanding Fee Account.
2. each person is independently and jointly responsible for payment of the whole of the fees, meaning the school can (at its discretion) seek to recover the whole of the fees from any one Parent/Guardian or any combination of them.
3. notice to any one Parent/Guardian is taken to be notice to all Parent(s)/Guardian(s) unless we have been formally advised in writing that separate notices are to be issued;
4. each individual consents to their personal information in relation to this Account (including payments made or overdue) being disclosed to each other individual on the Enrolment Form; and
5. amendments to Fee payment arrangements can only be made with the written agreement of the College. Any change to the Fee payment arrangements will not affect the ability of the College to recover the outstanding balance of the Fee Account from any party signing the Enrolment Form or accepting liability for payment of the Fee Account

The College reserves the right, which may be exercised at any time, to refuse to allow a student to continue their education at the College, and to cancel the student's enrolment, while any Fees remain unpaid. Only in exceptional circumstances, at the sole discretion of the Principal, will a student be allowed to enter a new term if any Fees are unpaid.

ADMINISTRATION FEES

At the time of submitting the Application for Enrolment, an Enrolment Application Fee is required for both domestic and international enrolment applications, and if successful, an Enrolment Acceptance/Confirmation Fee payable for domestic students and an Administration Fee payable for international students, as shown in the respective Fee Schedules. These fees are on-refundable.

FEE AND LEVY INVOICES

Domestic Students

A single invoice will be issued covering all students for which the Parent/Guardian is responsible and including all Fees and Levies. Statements will be issued in Terms 1, 2, and 3. Current fees and levies are outlined in the Schedule of Fees and Charges.

The Schedule of Fees and Charges may be updated each year and includes information about payment options. College Accounts Staff can assist with any queries parents may have in regard to payment of fees and levies.

International Students

Fees will be charged one Semester in advance and payable within 30 days of the invoice date.

The Schedule of Fees and Charges may be updated each year and includes information about payment options. College Accounts Staff can assist with any queries parents may have in regard to payment of fees and levies.

NOTICE OF WITHDRAWAL

Written notice of at least one full School Term is required prior to withdrawal of a student from the School.

Notice Periods

| <i>Withdrawals up to the end of</i> | <i>Written notice required by</i> |
|-------------------------------------|---|
| Term 1 | Published date of end of Term 3 of the previous school year |
| Term 2 | Published date of end of Term 4 of the previous school year |
| Term 3 | Published date of end of Term 1 of that school year |
| Term 4 | Published date of end of Term 2 of that school year |

Domestic students who do not provide the required notice will need to be pay full Tuition Fees and all Levies for the notice period. This includes withdrawal prior to the start of the school year.

For example, if a student is withdrawn before the start of the school year, School Fees for Term 1 will need to be paid.

This notice period may be reduced or waived in special circumstances at the discretion of the College. Please contact the Business Manager if you would like to discuss this possibility.

If a student intends to not attend the College for a short period of time, the Parents/Guardians must make an application for the period of leave as soon as possible. The College will advise the Parents/Guardians in relation to whether or not the application for leave is approved. If the period of leave is not approved and the student nevertheless takes the period of leave, the student will not have an automatic right to return to the College and the College is not obliged to maintain or hold the student's enrolment. The College may in its discretion approve the application for leave, and hold the student's enrolment open during the period of leave, on the condition that the Parents/Guardians make an advance payment of a non-refundable holding fee of not less than one term's fees. At the time of submitting the Application for Enrolment, an Enrolment Application Fee is required for both domestic and international enrolment applications, and if successful, an Enrolment Acceptance/Confirmation Fee payable for domestic students and an Administration Fee payable for international students.

PRO-RATED SCHOOL FEES

In cases where a student commences at or leaves the School part-way through the year, Fees and Levies will be pro-rated in accordance with this part. Written notice of at least one full School Term is required prior to withdrawal of a student from the School.

TUITION FEES

Subject to minimum notice requirements for withdrawing a student, full Tuition Fees and Levies will be payable for the Term in which the withdrawal occurs.

For example, if notice is given during Term 1; then full Tuition Fees and Levies are payable for Term 1 and the notice period being, Term 2.

Failure to provide the required notice period of departure will result in the full amount of Fees for the notice period being payable upon departure.

TUITION LEVIES AND PROGRAM FEES

Fees for certain programs (e.g. student ICT services, camps, sport, class resources) are included in the School Fees invoice as Tuition Levies. The Levies are detailed in the attached Schedule of Fees and Charges.

The costs of some optional activities (e.g. VET fees, overseas trips, optional activities such as individual instrumental music lessons) will be invoiced separately. Fees for optional activities are due and payable by the date noted on the Fee invoice unless an arrangement has been agreed with the College to extend the payment date.

All Fee payments are required to be receipted into the College bank account by 31 March each year, unless an approved payment plan has been agreed upon with the College.

Of note is the Levy charged for the provision of ICT services to the student. The Terms and Conditions are detailed in the St Mary's College 'Information and Communication Technology (ICT) Policy' and 'Protocol for Acceptable Use of Technology Annual Student User Agreement'.

SPECIAL PAYMENT ARRANGEMENTS

Parents/Guardians experiencing financial hardship or are struggling to pay on time, are invited to speak to the Business Manager. Variations in payment arrangements may be approved at the absolute sole discretion of the Principal, and in exceptional circumstances limited Fee Concessions can be provided. You will be required to provide supporting documentation to substantiate financial means and the need to enter into a special payment arrangement or receive a Fee Concession.

FAILURE TO PAY

A failure to pay Fees and Levies is a breach of the Terms and Conditions of Enrolment.

Where payment is not made on time, debt recovery action may be commenced against any one or all of the Parent(s)/Guardian(s) named on the Enrolment Form.

The College may charge the Parent(s)/Guardian(s) for, and the Parent(s)/Guardian(s) indemnify the College from, all costs and expenses (including without limitation all legal costs and expenses on an indemnity basis) incurred by the College resulting from the default (failure to pay) or in taking action to enforce compliance with these Terms and Conditions.

CHANGES TO ENROLMENT TERMS AND CONDITIONS

The School may vary or amend these Terms and Conditions by written notice to the Parent(s)/Guardian(s) at any time. Any variations or amendments will apply from the date specified in the notice, being not less than 14 days after the notice is issued.

A notice may be handed to you personally or sent by email, SMS or mail to the last known address of the addressee. Notices may also be given by delivery to students or by notice in the School Newsletter. Notices sent by post are deemed to be received on the fifth business day after posting. Notices sent by SMS or email are deemed received on confirmation of successful transmission. Notice to one Parent/Guardian is deemed to be notice to all Parents/Guardians.

Parents/Guardians and/or the student (in the case of international students) are responsible for keeping a copy of the General Terms and Conditions of Enrolment and receipts any payments of fees and charges.

GOVERNING LAW

The law of Victoria from time to time governs these Terms and Conditions. The parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

SEVERABILITY

If any part of these Terms and Conditions is unenforceable it shall be read down to be enforceable or, if it cannot be read down, it shall be severed from these Terms and Conditions without affecting the enforceability of the remaining terms or conditions.

WAIVER

The College's failure to enforce any of its rights (under these Terms and Conditions or otherwise) shall not be construed as a waiver of any of the College's rights.

PUBLICATION OF PERSONAL INFORMATION

The Students may appear in College photographs, photographs where the student is in the background of the image or wide shots where it is not practicable to identify every student before taking the photograph (e.g. at sports carnivals), whether or not parents give consent. Similarly, the Student's personal information will appear on their School identification card. The College will never identify a Student by name in photographs published online without express consent.

The College cannot control the actions of Students, Parents or others in relation to the publication of photographs. However, it is contrary to the College's ethos for photographs or film taken of students participating in School activities to be publicly displayed (including social media) without prior permission of that Student's Parents or Guardians.

SUSPENSION AND EXPULSION

The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel, or suspend any student from the College on the grounds of unsatisfactory conduct or performance, failure by the student and/or Parents/Guardians to comply with the College's rules, policies and procedures (including the College General Terms and Conditions of Enrolment), or upon identification that misleading or inaccurate information was provided to the College or for other reasons deemed appropriate by the Principal.

Fees continue to be payable if a student is suspended from the College. In the case where a student's enrolment is terminated by the decision of the College you must continue to pay the Fees and any Optional Charges for the School Term in which the separation occurs.

OTHER TERMS

An obligation or liability on the part of two or more persons binds them jointly and each of them severally.

1. Parent(s)/Guardian(s) agree to support Catholic Education Commission Victoria (CECV), EREA and College policies in relation to program of studies, sport, pastoral care, School uniform, discipline and the general operation of the School.
2. Parent(s)/Guardian(s) agree to honour the financial commitments required by the College in accordance with the Schedule of Fees and Charges and the General Terms and Conditions of Enrolment.
3. Information provided must be kept up to date throughout the period of enrolment and Parent(s)/Guardian(s) agree to notify the School of any change in the information they provide, e.g. change of address, email, phone or new court orders.
4. The College is conducted in accordance with the teachings, doctrines, beliefs, tenets and principles of the Catholic Church in the Edmund Rice tradition. Parent(s)/Guardian(s) and the student acknowledge and accept that the College has an obligation to teach the doctrines, beliefs, tenets and principles of the Catholic Church and will continue to support that obligation while the student remains enrolled at St Mary's College.
5. Parent(s)/Guardian(s) have read all of the information in the enrolment package including this document and understand the College, EREA, Catholic Education Commission Victoria and Melbourne Archdiocese Catholic Schools (MACS) policies that they will need to abide by should this enrolment application be successful. Parent(s)/Guardian(s) understand that this is an ongoing commitment and non-support of these policies and non-compliance with these Terms and Conditions may be cause for discontinuation of enrolment.
6. Parent(s)/Guardian(s) have read the Standard Collection Notice about the collection and management of the personal information. Parent(s)/Guardian(s) understand that if any misleading information has been provided to the School, or any omission of significant, relevant has been information made in an application for enrolment, then the enrolment may be withdrawn.

STANDARD

COLLECTION NOTICE

1. St Mary's College Melbourne collects personal information, including sensitive information about students and Parents or Guardians and family members before and during the course of a student's enrolment at St Mary's College. This may be in writing or in the course of conversations and may be direct from the individual or from another source. The primary purpose of collecting this information is to enable St Mary's College, 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 St Mary's College.
2. Some of the information St Mary's College collects is to satisfy St Mary's College legal obligations, particularly to enable the College 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 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. St Mary's College may require medical reports about students from time to time and may otherwise collect sensitive information about students and their families.
5. If any personal information requested by St Mary's College is not provided, this may affect St Mary's College ability to enrol a student, respond to enquiries, provide the student with educational and support services or allow a person to visit St Mary's College.
6. St Mary's College 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, but is not limited to:
 - school service providers such as EREA, VRQA, the CECV, MACS, and other dioceses
 - third party service providers that provide online educational and assessment support services or applications (apps) such as Microsoft Office 365, SIMON, Reflex Technology Group (RTG), Synergetic, Spectrum Analysis, Mathspace, Educator Impact, Champion Education, Digistorm, Time and Space, Elephant Education, which may include email and instant messaging
 - school systems, including the Integrated Catholic Online Network (ICON), Victorian Student Register (VSR), Victorian Registration and Qualifications Authority (VRQA), Microsoft Office 365, SIMON, RTG, Synergetic, Spectrum Analysis, Mathspace, Educator Impact, Champion Education, Digistorm, Time and Space, Elephant Education. Personal information including student/individual learning plans, 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 to support the training of selected staff in the use of schools' 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 St Mary's College, including specialist visiting teachers, sports coaches, volunteers, counsellors and providers of learning and assessment tools
 - assessment and educational authorities, including, but not limited to, the Victorian Curriculum and Assessment Authority (VCAA), Australian Curriculum, Assessment and Reporting Authority (ACARA), VRQA
 - people providing administrative and financial services to St Mary's College, including Catholic Development Fund (CDF)
 - anyone you authorise St Mary's College to disclose information to; and
 - anyone to whom St Mary's College is required or authorised to disclose the information to by law, including under child protection laws.
7. St Mary's College 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. St Mary's College 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.
 8. Personal information collected from students is regularly disclosed to their Parents, Carers or Guardians.
 9. St Mary's College and its information technology service providers may also use cloud computing service providers to store personal information (which may include sensitive information) on their servers in the 'cloud'. These servers may be located in or outside Australia. This may mean that personal information may be stored or processed outside Australia.
 10. St Mary's College/EREA Privacy Policy contains further information about its use of cloud and other third-party service providers and any of their overseas locations.
 11. 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.
 12. School personnel and St Mary's College 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.
 13. St Mary's College/EREA Privacy Policy is accessible via our College website or from the College office. The policy sets out how Parents, Guardians or students may seek access to, and correction of their personal information which the College 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, or may result in a breach of St Mary's College duty of care to the student, or where students have provided information in confidence. Any refusal will be notified in writing with reasons if appropriate.
 14. St Mary's College Privacy Policy also sets out how Parents, Guardians, students and their family can make a complaint if they believe the College has interfered with their privacy and how the complaint will be handled.
 15. St Mary's College 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 College'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.

16. On occasions information such as academic and sporting achievements, student activities and similar news is published in College newsletters and magazines, on our intranet and on our website. This may include photographs and videos of student activities such as sporting events, School camps and School excursions. St Mary's College will obtain permissions from the student's Parent or Guardian (and from the student if appropriate) on enrolment to enable the College 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. St Mary's College 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 St Mary's College unless the College is notified otherwise in writing by the student's parent or guardian (or the student if they are aged 15 years or older). Annually, the College will remind Parents and Guardians to notify us if they wish to vary the permissions previously provided.
17. If you provide St Mary's College 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 College and why, that they can request access to and correction of that information if they wish and to also refer them to St Mary's College Privacy Policy for further details about such requests and how the College otherwise handles personal information it collects and complaints it receives.
18. Upon graduation from St Mary's College, or upon transfer to another school, student and/or Parent/Guardian information will be added to St Mary's College Old Collegian database to facilitate communication with past students.

This is a legally binding document. If you do not understand any section of this document please contact the College for further information or seek your own legal advice.

ENROLMENT AGREEMENT



**ST MARY'S
COLLEGE**

1. Preamble

- 1.1. St Mary's College Melbourne (St Mary's College) is a coeducational Catholic school governed by Edmund Rice Education Australia (EREA). 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.
- 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 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 process, both at the application stage and if the school offers your child a place. Please note that lodgement of an Application for Enrolment 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 school and government requirements, you will need to provide the school with a completed Application for Enrolment Form including, among other things, the information listed below.

| | |
|---|---|
| <ul style="list-style-type: none"> • evidence of your child's date of birth, e.g. birth certificate | <ul style="list-style-type: none"> • information about the language(s) your child speaks and/or hears at home |
| <ul style="list-style-type: none"> • religious denomination | <ul style="list-style-type: none"> • nationality and/or citizenship including the visa subclass granted upon entry to Australia (prior to citizenship being granted) where applicable |
| <ul style="list-style-type: none"> • names and addresses of the child and parents/guardians; telephone numbers (home, work, mobile) of parents/guardians | <ul style="list-style-type: none"> • doctor's name and telephone number |
| <ul style="list-style-type: none"> • names of emergency contacts and their details | <ul style="list-style-type: none"> • 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.) |
| <ul style="list-style-type: none"> • specific residence arrangements | <ul style="list-style-type: none"> • parenting agreements or court orders, including any guardianship orders |

- 2.3. After lodgement of the Application for 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 Application for 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.
- 2.4. Subject to any special exercise of discretion by the College governing body, EREA, the following list provides an agreed order of priority for enrolment in our school, which is consistent with the enrolment policy for all Catholic schools. The order of priority is:
 - a) Catholic students living in one of our priority parishes (as listed in our Enrolment Policy available on the College [website](#)) and attending the Catholic Parish Primary School.
 - b) Catholic students living in one of our priority parishes but not attending a Catholic Primary School.
 - c) Catholic students living outside our priority parishes and attending a Catholic Primary School.
 - d) Catholic students living outside our priority parishes but not attending a Catholic Primary School.
 - e) Students who are sisters or brothers of students currently enrolled at St Mary's College, or of former students who have completed their secondary education at Christian Brothers' College St Kilda (CBC St Kilda) or Presentation College Windsor.
 - f) Students who are daughters or sons of former students at CBC St Kilda, Presentation College Windsor or St

Mary's College.

- g) Students from non-Catholic Eastern churches (i.e. Greek Orthodox, Coptic Orthodox, Ukrainian Orthodox, Russian Orthodox, Serbian Orthodox and Other Orthodox) who are residents of the parish.
- h) Students from non-Catholic Eastern churches (i.e. Greek Orthodox, Coptic Orthodox, Ukrainian Orthodox, Russian Orthodox, Serbian Orthodox and Other Orthodox) who reside outside our priority parishes.
- i) Other Christian children who are residents of one of our priority parishes.
- j) Other Christian children who reside outside our priority parishes.
- k) Non-Christian children who are residents of one of our priority parishes.
- l) Non-Christian children who reside outside our priority parishes.
- m) Any other applicants.

Enrolment applications for International Students will be considered on a case-by-case basis.

3. International Students

- 3.1. The Enrolment Policy, together with the Application for Enrolment and this Enrolment Agreement, will apply to both domestic and international student enrolments. Additional obligations and guidelines for international student enrolments are contained in the Education Services and Overseas Students Act 2000 (Cth) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as amended from time to time. (See also the College [International Student Program, Policies and Procedures](#)). The minimum age for the commencement of any international student is 13 years of age. In the event of any inconsistency, applicable legislation will prevail.

4. Educational Services Provided

- 4.1. At St Mary's College, a non-selective comprehensive secondary education is provided students of all genders in years 7 – 12. The Victorian Curriculum is followed throughout year 7 – 10, with all eight key learning areas and four capabilities addressed within age level, school constructed subjects. On occasions when learning areas are 'banded' across two years, this is reflected in the documented curriculum and subject offerings at each year level. At the senior level, students may choose to enrol in the Victorian Certificate of Applied Learning (VCAL) or Victorian Certificate of Education (VCE). VCAL students in year 11 typically complete intermediate VCAL studies, and in year 12, the senior VCAL certificate is typically completed. Within VCAL, a Vocational Education and Training (VET) course is undertaken as part of the applied learning component of the VCAL certificate. VET may also be undertaken as a subject as part of the completion of the VCE.

5. Fees

- 5.1. The setting of fee levels and other compulsory charges in Catholic schools is the responsibility of the school in consultation with our governing body Edmund Rice Education Australia, taking into account the allocation of government funds. A schedule of fees for both domestic and international students is available on our [website](#). The school may offer 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 or Business Manager of the school.
- 5.2. 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, and/or to refuse to allow the child to continue their enrolment at the school, while fees remain due and payable.
- 5.3. Fees and levies associated with all optional activities, such as interstate and overseas trips (including cultural exchanges), private music tuition, ski trip, 'Great Victorian Bike Ride', are not included in College Fee Schedules and will be charged separately and in addition to fees and levies outlined in the published College Annual Fee Schedules.
- 5.4. Each person who signs the Application for Enrolment accepts legal responsibility (jointly and severally) for payment of the school fees and levies incurred for the entire period of the enrolment of the student. Written notice of at least one full school term is required prior to withdrawal of a student from the school. Domestic students who do not provide the required notice will pay full tuition fees and all levies for the notice period. This includes withdrawal prior to the commencement of the school year. This notice period may be reduced or waived in special circumstances at the discretion of the College. Fees continue to be payable if a student is suspended from the College. In cases where a student's enrolment is terminated by a decision of the College, fees and charges are payable for the entire school term in which the termination of enrolment occurs.

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 governing body EREA and 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 governing body, EREA, and school's child safety policies and procedures are readily available and accessible. Further details on the College and Catholic education community's commitment to child safety across Victoria can be accessed by visiting:
 - a) St Mary's College's child safety page on our [website](#).
 - b) EREA's child safety page <https://www.erea.edu.au/child-safeguarding/>
 - c) Catholic Education Commission of Victoria Ltd's child safety page www.cecv.catholic.edu.au/Our-Schools/Child-Safety
 - d) Melbourne Archdiocese Catholic Schools (MACS) child safety page <https://www.macs.vic.edu.au/Our-Schools/Child-Safety.aspx>

7. Parent Campus Information (hours of operation)

7.1. Edmund Rice Campus

Yard supervision commences: 8.00am

First bell: 8.25am, classes commence at 8.30am (Pastoral Care/homeroom)

Final bell: 3.10pm

Yard supervision concludes: 3.30pm (students onsite between 3.30pm and 4.00pm are expected to remain in the Library)

Office hours: 8.00am – 4.00pm

Library hours: 8.00am – 4.00pm

Drop off zones: immediately outside Gate B on Westbury Street, zoned as a 15-minute drop off zone from 8.00am-9.30am, and 2.30pm-4.00pm

7.2. Presentation Campus

Yard supervision commences: 8.00am

First bell: 8.25am, classes commence at 8.30am (Pastoral Care/homeroom)

Final bell: 3.10pm

Yard supervision concludes: 3.30pm (students onsite between 3.30pm and 4.00pm are expected to remain in the Library)

Office hours: 8.00am – 4.00pm

Library hours: 8.00am – 4.00pm

Drop off zones: immediately outside the main gate on Dandenong Road (note: clear-way from 4pm-6.30pm)

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. As a term of your child's enrolment, parents and guardians are expected to comply with the school's behaviour aims and codes of conduct, and to support the school in upholding prescribed standards of dress, appearance and behaviour. The College has a number of policies and procedures that outline these expectations including, but not limited to, the Child Safety Code of Conduct, Student Child Safeguarding Code of Conduct, Parent Code of Conduct, Student Behaviour Management Policy, Information and Communication Technology (ICT) Policy, Student Bullying and Harassment Prevention and Intervention Policy and Uniform Policy.
- 8.4. 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, 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, 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 Application for 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), medical management plans, reports from previous schools, court orders or parenting agreements. Provision of requested and updated documentation is regarded as a condition of enrolment, and enrolment may be refused 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.
- 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.
- 11. Grounds on which enrolment may be terminated**
- 11.1. Unacceptable behaviour by a student, 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, may result in suspension or termination of the child's enrolment.
- 11.2. Enrolment can be terminated if there is a breach of the Terms as outlined in the College Application for Enrolment, Enrolment Agreement and/or in the General Terms and Conditions of Enrolment. This includes, but is not limited to, unsatisfactory conduct or performance, failure by the student and/or parents/guardians to comply with College rules, codes of conduct, policies and procedures, or upon identification that misleading or inaccurate information was provided to the College.
- 12. Enrolment for children with additional needs**
- 12.1. The school welcomes parents/guardians who wish to enrol a child with additional needs and will do everything reasonably 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.

12.2. The process for enrolling students with additional needs is otherwise the same as for enrolling any student.

12.3. 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.

13. Assessments and updates

13.1. 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.

14. Complaints

14.1. Complaints concerning student enrolments should be made in accordance with the College Complaints and Grievances Policy available on the College [website](#).

15. Privacy

15.1. Personal information will be held, used and disclosed in accordance with the [College Privacy Policy and Guidelines \(Collection Notice\)](#) available on the College [website](#) (see also [General Terms and Conditions of Enrolment](#)).

15.2. It is College policy that appropriate electronic, internet and physical surveillance will be conducted in accordance with the College Surveillance Policy available on the College [website](#).

Parent/Guardian Declaration

I/we acknowledge that I understand and accept the terms and conditions of enrolment as set out in the Enrolment Agreement, the St Mary's College [General Terms and Conditions of Enrolment](#) available on the College [website](#), and the [Student Child Safeguarding Code of Conduct](#) (Student Code of Conduct) (Appendix C), and the [Parent Code of Conduct](#) (Appendix D), and, if enrolment is accepted, I/we 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/we will support and abide by school policies and rules, 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, however, such policies do not form part of, and are not incorporated into, this document
- I/we 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/we 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 as otherwise agreed with the Business Manager or I will otherwise notify the school immediately if I/we am/are experiencing financial difficulties
- I/we will support my child's participation in the religious life of the school (e.g. school liturgies, retreat programs)
- I/we will attend parent/teacher and information evenings which relate to my child
- I/we will participate in a working bee once a year or make a financial contribution
- In the event I/we have any concerns, I/we will raise them initially with the relevant teacher or the school principal
- I/we 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/we cannot be contacted, I/we 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/we also understand that the signatories below are required to meet any costs incurred

- As a parent/guardian, I/we understand that if this application is successful, I/we will support the vision of the school and parish. In accepting the enrolment, I/we agree to abide by all of the school’s policies, procedures and protocols (Policies), terms and conditions. These Policies are reviewed regularly and may be subject to change at the school’s discretion. I/we will work with the school to support any academic/social/behavioural needs of my child. I/we 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 may result in the termination of the enrolment.

I/we 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 Full Name: | | |
| Parent A/Guardian 1 signature: | | Date: |
| Parent B/Guardian 2 Full Name: | | |
| Parent B/Guardian 2 signature: | | Date: |

Appendices

Appendix A – Form B Consent to Transfer Information; Appendix B – Photograph/Recording Permission Form; Appendix C – Student Code of Conduct; Appendix D – Parent Code of Conduct

Disclaimer: Personal information will be held, used and disclosed in accordance with the [College Privacy Policy and Guidelines \(Collection Notice\)](#), available on the College website: www.stmaryscollege.vic.edu.au



ST MARY'S COLLEGE

FORM B – Consent to Transfer Information

STUDENT DETAILS:

| | | | | | |
|------------|--|---------|--|-----|--|
| First Name | | Surname | | DOB | |
|------------|--|---------|--|-----|--|

SCHOOL TRANSFER DETAILS:

| Current School | | | | | |
|---|-------|--------|-------------------|--------|---------------|
| E No. | E | School | | Suburb | |
| New School / Catholic Education Commission of Victoria Ltd (CECV) | | | | | |
| E No. | E1006 | School | St Mary's College | Suburb | St Kilda East |

The teacher/principal has discussed with me/us how and why certain information about my child is provided to the new school. I understand that in addition to formal reports etc. details regarding the educational program will be supplied.

I/We provide informed and express consent for all relevant health and/or educational information held by the Current School named above, to be provided to St Mary's College. I understand that this information will be collected and used by St Mary's College to inform health and safety management strategies and educational programming for my child.

TYPE OF INFORMATION:

(e.g. personalised learning plans/student program, medical reports, specialist notes, information regarding adjustments, medical management plans, attendant care plans, behaviour support plans, safety plans)

| Date | Author (e.g. psychologist's, medical practitioner's name) | Title (e.g. speech pathologist, psychologist, paediatrician) | Description (e.g. cognitive assessment, language assessment) |
|------|---|--|--|
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CONSENT:

| | |
|-----------------------|----------------------------------|
| Parent/Guardian Name: | Parent/Carer/Guardian Signature: |
| | Date: |
| Parent/Guardian Name: | Parent/Carer/Guardian Signature: |
| | Date: |

Disclaimer: Personal information will be held, used and disclosed in accordance with the College Privacy Policy and Guidelines (Collection Notice) available on the College website: www.stmaryscollege.vic.edu.au



ST MARY'S COLLEGE

PHOTOGRAPH/RECORDING PERMISSION FORM

Dear Parent/Guardian

At certain times throughout your child's schooling, 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. Edmund Rice Education Australia (EREA), Melbourne Archdiocese Catholic Schools (MACS) and the Catholic Education Commission of Victoria Ltd (CECV) may also wish to use student photographs/recordings in print and online promotional, marketing, media and educational materials. In some cases, online home-based learning modules may be recorded by the school for authorised curriculum-based purposes.

We would like permission to use your child's photograph/recording for the above purposes. Please complete the permission form below and return it to the school as soon as possible.

Thank you for your continued support.

| | | | |
|----------------------|--|-------------|--|
| STUDENT'S FULL NAME: | | YEAR LEVEL: | |
|----------------------|--|-------------|--|

I give permission for my child's name, photograph or recording to be published by St Mary's College on or in the College website, social media, promotional materials, newspapers and other media.

I authorise EREA, MACS/the CECV to use the photograph/recording in material available free of charge to schools and education departments around Australia for MACS/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/MACS/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 or forums above, or if I wish to withdraw this authorisation and consent, it is my responsibility to notify the College Registrar in writing.

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.

| | | | |
|---|--|-------|--|
| Name of Parent/Guardian (please circle): | | | |
| Signed: Parent/Guardian | | Date: | |
| If the student is aged 15+, they may also sign Signed: Student | | Date: | |

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

Disclaimer: Personal information will be held, used and disclosed in accordance with the College Privacy Policy and Guidelines (Collection Notice) available on the College website: www.stmaryscollege.vic.edu.au



Student Child Safeguarding Code of Conduct Policy and Procedures

Background

St Mary's College is a Catholic school in the Edmund Rice tradition. The charism of Blessed Edmund Rice expressed through the touchstones of Liberating Education, Gospel Spirituality, Inclusive Community, Justice and Solidarity, underpins our continued commitment to a safe and inclusive environment for all.

St Mary's College is an inclusive and liberating co-educational Catholic school in the Edmund Rice Tradition that aspires to excellence in learning, acting with compassion and justice and inspiring one another to shape a better world for all. As a faith-filled learning community, St Mary's College provides contemporary learning opportunities that aim to nurture and challenge all to grow to their full potential. The St Mary's College community is one of hope and joy, where all are welcome and supported. Inspired by the Gospels, we seek to act for justice and solidarity with open hearts and minds.

St Mary's College is committed to providing a caring, supportive and safe environment where every student has a place, a voice and their story is known. St Mary's College is committed to providing a preferential option to those at the margins, to grow in empathy and to respond in faith and action.

Edmund Rice Education Australia (EREA) and St Mary's College are committed to ensuring the safety, wellbeing, and participation of all children and young people under our care.

The EREA Board, the College's governing authority, has approved the College's Student Child Safeguarding Code of Conduct Policy and Procedures, as set out in the Policy Administration section, below.

Standard 3 of the Victorian Child Safe Standards and Standard 2 of both the National Catholic Safeguarding Standards and the EREA Child Safeguarding Standards Framework is called Children are Safe, Informed and Participate, and requires the College to ensure that children are made aware of their rights, including their right to be safe from harm, and that they are provided with age-appropriate information about safe and respectful peer relationships.

To implement these requirements, Ministerial Order 1359 requires the EREA Board to develop documentation that details the strategies and actions that the College will take to, among other things, inform children and students about all of their rights, including to safety, and to recognise the importance of friendships and encourage support from peers. Our Student Child Safeguarding Code of Conduct is one of these strategies.

Purpose

The St Mary's College Student Child Safeguarding Code of Conduct reflects the College community's shared expectations in relation to student safety, inclusion, engagement and behaviour. St Mary's College is committed to providing equitable access and opportunity for all. The College considers that awareness of, recognition of, and responsiveness to, the needs and rights of all individuals is essential to human dignity. Foundational to our work with students, in collaboration with families and the school community, is the building of respectful, authentic relationships. Inclusive College practices embrace and celebrate diversity, create a sense of belonging, provide opportunities for all students to participate in all aspects of College life and to experience success.

The Student Child Safeguarding Code of Conduct has been developed to clearly set out the child safe standards of behaviour related to child safety and wellbeing that students are expected to abide by.

Principles

EREA and St Mary's College are committed to ensuring the safety, wellbeing, and participation of all children and young people under our care. We have zero tolerance for child abuse.

The EREA Board and St Mary's College have a moral, legal and mission-driven responsibility to create nurturing College environments where children and young people are respected and their voices heard, and where they are safe and feel safe.

Ministerial Order 1359, the EREA Statement of Commitment to Child Safety and the EREA Child Safeguarding Standards Framework set out the principles that guide the EREA Board and St Mary's College in the development and regular review of the Student Child Safeguarding Code of Conduct Policy and Procedures.

As a Catholic Entity, the EREA Board and St Mary's College are also guided by the National Catholic Safeguarding Standards.

The EREA Charter

The Student Child Safeguarding Code of Conduct reflects the EREA Charter and the Four Touchstones:

- Liberating Education
- Gospel Spirituality
- Inclusive Community
- Justice and Solidarity

St Mary's College's Values

The Student Child Safeguarding Code of Conduct is based on the College's values.

They are:

- RESPECT - We believe that respect is the basis of all our relationships with ourselves, each other and the earth.
- JUSTICE - We act with justice and fairness and stand in solidarity with those that are marginalised.
- COMPASSION - We believe that compassion and empathy can change lives.
- INCLUSIVITY - We believe in the call of the Gospels to be a welcoming and inclusive community. We nurture and celebrate diversity.
- COURAGE - We act with courage as we strive for success, learn from our mistakes and seek to be counter-cultural for the common good.

Scope

The Student Child Safeguarding Code of Conduct applies to all students.

It applies in all College environments, including physical, virtual and online environments, on-site and off-site College grounds (e.g. extra-curricular activities such as sport and other programs, camps and excursions, interstate and overseas travel), and environments provided by External Education Providers and other Contractors.

Definitions

Definitions of particular terms used in the Student Child Safeguarding Code of Conduct Policy and Procedures can be found in [Child Safeguarding Program Definitions](#).

Roles and Responsibilities

Managing the Student Child Safeguarding Code of Conduct is a shared responsibility among students, parents/carers and the College.

Roles and responsibilities relevant to the Student Child Safeguarding Code of Conduct are set out in [Child Safeguarding Responsibilities](#).

All students and families have ready access to support offered by College teachers, Staff and the College's Child Safeguarding Officers.

St Mary's College's Policy

[The EREA Charter and the College's Values](#)

Students at St Mary's College are expected to uphold the Four Touchstones and the College's values.

Rights of Students

Students have the right to:

- an inclusive school community where all students are welcomed, accepted and treated equitably
- learning environments free from behaviour that impedes learning
- be treated with dignity and respect
- safe and supportive school environments, including online and physical school environments, free from all forms of discrimination, bullying and harassment, including harassment based on age, ability, appearance, cultural identity or language background, vulnerability, economic situation, gender identity, sexuality or sexual orientation, religion, ethnicity or disability
- have a voice and be heard on matters that affect them
- expect that all instances of bullying will be taken seriously and investigated with discretion, confidentiality, and sympathy
- procedural fairness and natural justice
- the ethical use of technology to enhance learning

Responsibilities of Students

- value diversity in our community and treat others with respect, regardless of age, gender, sexuality, religion, ability, economic situation, ethnicity or cultural background
- not behave or participate in any behaviour which causes others to feel harassed or bullied, or engage in conduct that suggests contempt, ridicule or intolerance
- be respectful of the property of other students, staff and the College
- maintain appropriate physical and emotional boundaries in my interactions with other students and staff
- abide by behaviour, attendance and uniform policies and expectations, including wearing the full and correct College uniform with pride at school each day and while travelling to and from the College, and follow the correct procedures when entering and leaving College campuses
- endeavour at all times to make a positive contribution to St Mary's College in all aspects of College life, including attendance at, and participation in religious (e.g. retreats), social justice (e.g. walkathon), sporting (e.g. house carnivals), academic and co-curricular activities
- strive to achieve personal excellence and embody the Edmund Rice Education Australia Touchstones and the College Vision through home and class work, examinations, and co-curricular opportunities
- prioritise school life by carefully balancing school activities with any work, sporting or other commitments
- maintain a designated learning space at home and set appropriate learning goals that meet the expected time for home study for the student's year level
- abide by the College Information and Communication Technology (ICT) Policy and Student ICT User Agreement and will not take, publish or share photos, video or other images of students or staff without their permission or the authorisation of a member of the College Leadership Team.

For more information, refer to [Bullying Prevention and Intervention](#), [Student Use of Social Media](#) and [Harassment \(Student Against Student\)](#).

Procedures

Procedures for Raising Concerns About Safety

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 carer, a trusted teacher or a College 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.

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

A child-friendly version of our [Child Safeguarding Complaints Management Policy and Procedures](#), which explains these different pathways, is available to students via our Student Portal.

Implementation

The Student Child Safeguarding Code of Conduct is:

- published on our public website
- included in training for Staff and relevant Volunteers and Contractors
- included in our [Educating Students About Child Safety](#) curriculum
- published on the College Student, Parent and Staff Portals

A child-friendly version of the Student Child Safeguarding Code of Conduct is provided to students.

Breach of the Student Child Safeguarding 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 the Student Child Safeguarding Code of Conduct, and other College rules or policies, will be dealt with according to our [Student Behaviour Management \(Discipline\) Policy](#).

Policy Review

A review of the Student Child Safeguarding Code of Conduct Policy and Procedures is conducted every two years or earlier if required, such as due to changes in legislation.

The EREA Board is responsible for ensuring that this Policy and its Procedures are reviewed and updated as needed and for approving this Policy and its Procedures.

EREA and St Mary's College Policy and Procedures Linkages

- [Student Participation and Empowerment Policy and Procedures](#)
- [EREA Complaints Handling Policy](#)
- [Child Safeguarding Complaints Management Policy and Procedures](#)
- [Bullying Prevention and Intervention](#)
- [Student Use of Social Media](#)
- [Harassment \(Student Against Student\)](#)
- Pastoral Care Policy
- Student Behaviour Management Policy and Procedures

Source of Obligation

- [Victorian Child Safe Standards](#), Standard 3
- [Ministerial Order 1359](#), Clause 7
- [National Catholic Safeguarding Standards](#), Standard 2
- [EREA Child Safeguarding Standards Framework](#), Standard 2

Related Forms and Documents

- Child-friendly Version of the Student Child Safeguarding Code of Conduct (available to students in the Student Diary and via the Student Portal)

- Child-friendly Version of Child Safeguarding Complaints Management Policy and Procedures (available to students via our Student Portal)
- [PROTECT Responding to Suspected Child Abuse: A Template for all Victorian Schools](#)
- [PROTECT Responding to Suspected Student Sexual Offending: A Template for all Victorian Schools](#)

References and Resources

- [Charter for Catholic Schools in the Edmund Rice Tradition](#)

Policy Administration

| | |
|---|--|
| Status – Draft, Current or Archived | Current |
| Person Responsible and Contact Details | EREA Manager Safeguarding and Standards tom.isbester@erea.edu.au |
| Approver(s) | EREA Board |
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| Review Frequency | 2 years |
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| Risk Rating | High |
| Location | PolicyConnect |



**ST MARY'S
COLLEGE**

PARENT CODE OF CONDUCT

Introduction

At St Mary's College we are committed to nurturing respectful relationships and active partnerships with parents. We believe that our students' learning journeys are enriched through positive and reciprocal home and school relationships.

As parents, you act as one of the most influential role models in your child's life. We therefore seek your support in promoting and upholding the core values of the school community and its culture of respectful relationships.

This Code of Conduct is intended to guide you in their dealings with staff, other parents, students and the wider school community. It articulates the school's key expectations of both staff and parents with regard to respectful relationships and behaviours. It also specifies the school's position with regard to unacceptable behaviours that breach our culture of respect.

This Code of Conduct is to be read in conjunction with the school's:

- [Enrolment Policy and Enrolment Agreement](#)
- [Complaints and Grievances Policy](#)
- [Child Safeguarding \(Safety and Wellbeing\) Policy and Procedures](#)

Our Culture of Respectful Relationships

Among students, staff and parents we strive to develop the following:

- a respect for the innate dignity and worth of every person
- an ability to understand the situation of others
- a cooperative attitude in working with others
- open, positive and honest communication
- the ability to work respectfully with other people
- trusting relationships
- responsible actions.

In promoting and upholding this culture, we expect that parents will:

- support the school's Catholic ethos, traditions and practices
- support the school in its efforts to maintain a positive teaching and learning environment
- understand the importance of healthy parent/teacher/child relationships and strive to build these relationships
- adhere to the school's policies, as outlined on the school website and parent portal
- treat staff and other parents with respect and courtesy.

In promoting and upholding this culture, we expect that staff will:

- communicate with you regularly regarding your child's learning, development and wellbeing

- provide opportunities for involvement in your child's learning
- maintain confidentiality over sensitive issues
- relate with and respond to you in a respectful and professional manner
- ensure a timely response to any concerns raised by you.

Raising Concerns and Resolving Conflict *(Refer also to our [Complaints and Grievances Policy](#))*

In raising concerns on behalf of your child, or making a complaint about the school's practices or treatment of your child, we expect that parents will:

- listen to your child, but remember that a different 'reality' may exist elsewhere
- observe the school's stated procedures for raising and resolving a grievance/complaint
- follow specified protocol for communication with staff members, including making appointments at a mutually convenient time and communicating your concerns in a constructive manner
- refrain from approaching another child while in the care of the school to discuss or chastise them because of actions towards your child. Refer the matter directly to your child's teacher for follow-up and investigation by the school.

In responding to your concerns or a complaint, we expect that staff will:

- observe confidentiality and a respect for sensitive issues
- ensure your views and opinions are heard and understood
- communicate and respond in ways that are constructive, fair and respectful
- ensure a timely response to your concerns/complaints
- strive for resolutions and outcomes that are satisfactory to all parties.

Staff Safety and Wellbeing

The school places high value and priority on maintaining a safe and respectful working environment for our staff. We regard certain behaviours as harmful and unacceptable insofar as they compromise the safety and professional wellbeing of our staff. These behaviours include, but are not limited to:

- shouting or swearing, either in person or on the telephone
- physical or verbal intimidation
- aggressive hand gestures
- writing rude, defamatory, aggressive or abusive comments to/about a staff member (including, but not limited to emails and social media)
- racist or sexist comments
- damage or violation of possessions/property.

When a parent behaves in such unacceptable ways, the principal or a senior staff member will seek to resolve the situation and repair relationships through discussion and/or mediation. Where a parent's behaviour is deemed likely to cause ongoing harm, distress or danger to the staff member and others, we may exercise our legal right to impose a temporary or permanent ban from the parent entering the school premises. In an extreme act of violence that causes physical harm to the staff member and his/her property, the matter may be reported to the police for investigation.

Source: CECV Safe and Sound Practice Guidelines Parent-School Relationships Code of Conduct

Related documents: Enrolment Policy, Enrolment Agreement, Complaints and Grievances Policy and Procedures, Child Safeguarding (Safety and Wellbeing) Policy, Child Safety Code of Conduct, Student Child Safeguarding Code of Conduct, EREA Code of Conduct, VIT Code of Conduct