

Enrolment Agreement

Student Name:	
Entry Year:	
Year Level:	

The purpose of this document is to set out the agreed terms between the College and the Applicant/s with respect to the enrolment of the Student. The agreed terms form the basis of a legal contract between the Applicant/s and the College.

1 DEFINITIONS

- 1.1 **Applicants** means the person/s set out in the Enrolment Agreement, being the Parent/s and/or Guardian/s of the Student listed in the Enrolment Agreement and if more than one, each of them jointly and severally.
- 1.2 **College** means Islamic College of Sport, ABN, Level 2, (address)
- 1.3 **Enrolment Agreement** means this agreement and all of its terms.
- 1.4 **Fees** means tuition and additional charges set out by the College and outlined in the annual Fee Schedule, available on the College's Website and on the Student Management System.
- 1.5 **Fee Schedule** is the relevant Fee Schedule published from time to time by the College for Students.
- 1.6 **College Rules and Policies** means the rules, policies and guidelines of the College, as changed from time to time, as detailed on our Website and/or on the Student Management System.
- 1.7 **Principal** means the Principal of the College, or the Principal's authorised delegate.
- 1.8 **Student Management System** means the password protected software system used by the College to manage data and communicate information to the Applicants, Student and College staff.
- 1.9 **Website** means (insert address)
- 1.10 **Student** means the student set out in the Enrolment Agreement.

2 EDUCATIONAL SERVICES AND CONTINUED ENROLMENT

- 2.1 The College provides educational services that are within the scope of its registration, which at the time of this document is Years 11 – 12 Victorian Certificate of Education Vocational Major (VCE VM), and Vocational Education and Training (VET).
- 2.2 The provision of educational services does not in itself guarantee a specific student outcome or level of achievement. Any marketing material produced by the College does not form part of the Enrolment Agreement.
- 2.3 In accepting the Enrolment Agreement, the Applicants agrees to comply with the College Rules and Policies which may be amended from time to time at the College's absolute discretion orally or in writing.
- 2.4 The continuing enrolment of a Student at the College is subject to compliance with this Enrolment Agreement.
- 2.5 The College's Rules and Policies, except for the Parent-Carers Respectful Behaviour Policy, Student Code of Conduct and the Student Fees Policy, do not form part of the Enrolment Agreement.
- 2.6 The College's Rules and Policies can be accessed by the Applicant and Student through the College's Student Management System. This includes:
 - a) the College's Complaints Policy, which establishes a process for the Applicants and Students to raise concerns and complaints;
 - b) The Colleges Behavioural Management Policy, which explains the College's expectations about Student behaviour, its approach when matters arise and rights and appeals for Students and Applicants; and
 - c) The College's Enrolment Policy, which explains our approach to selecting and enrolling Students, including making reasonable adjustments to accommodate Students.

3 SECTION 3 – APPLICANT RESPONSIBILITIES

- 3.1 The Applicants agree that all persons that have parental and/or legal guardianship responsibility for the Student must accept this Contract unless one of those persons can demonstrate in writing, either by evidence of a court order or other sufficient documentary evidence, to the satisfaction of the Principal, that he/she has sole legal responsibility for:
 - a) the education and enrolment of the Student; and
 - b) payment of all Fees.
- 3.2 The Applicants agree that the College may provide information relating to the Student including but not limited to, reports, newsletters and information regarding College activities, to all persons who have legal parental responsibility for the Student, whether or not those persons have accepted this Contract, unless documentary evidence stating otherwise, that is to the satisfaction of the Principal, is provided to the College.
- 3.3 The Applicants will take responsibility to ensure the Student and the Applicants will uphold the reputation of the College which includes, but is not limited to, the prevention of what the College would deem as inappropriate references or images, whether or not related to the College or members of the College community, being uploaded, distributed or displayed on the internet, social media or other mediums. This responsibility extends beyond the period of time that the Student is enrolled at the College and beyond the termination of this Enrolment Agreement.

- 3.4** The Applicants agree that they will be responsible for any loss, damage or liability incurred by the College arising in connection with any failure by the Student or Applicants to comply with College Rules and Policies.

4 FEES

- 4.1** The Applicants shall be liable for payment of Fees and, if there is more than one Applicant, each of them are jointly and severally liable.
- 4.2** The Applicants agree that all Fees apply whilst the Student is enrolled at the College and that period includes any period in which the Student is absent from the College and any period in which the Student is suspended.
- 4.3** The Applicants acknowledge, and agree to be bound by, all conditions as set out in the Student Enrolment Policy and all conditions as set out in the Student Fees Policy including those conditions which nominate any part of the Fees as non-refundable.
- 4.4** The Applicants agree that the College may adjust Fees annually to reflect inflation, increased capital outlay and other costs incurred in the operation of the College.
- 4.5** The Applicants acknowledge and agree that overdue or unpaid Fees may result in:
- Late fees to cover reasonable additional administration, until payment is made in full.
 - A Student's enrolment being suspended until payment is made in full.
 - A Student being excluded from certain activities.
 - A Student being permanently excluded from the College.
 - Recovery legal action being taken against the Applicant for unpaid Fees, if the College is unable to mitigate its loss by the enrolment of another Student.

5 WITHDRAWAL OF A STUDENT FROM THE COLLEGE

- 5.1** Written notice from the Applicants using a properly completed and signed Student Exit Form must be provided to the College if the Applicants wishes to terminate this Contract.
- 5.2** The required period of notice of withdrawal is either:
- a) if the Student is to leave at the end of a Term, notice must be given prior to the first day of that Term; or
 - b) if the Student is to leave during a Term, notice must be given prior to the first day of the preceding Term.
- 5.3** The Applicants agree that if the required notice is not given in writing to the College an official transfer note will not be issued (if the student is transferring to another College) until such time as the College is satisfied, acting reasonably, that all administrative requirements relating to the withdrawal of the Student have been dealt with.
- 5.4** The Applicants agree that a Fee paying Applicant will be charged Fees for the period that the Student is enrolled at the College and that pro-rata rates for Fees for that period will apply until the College receives from the Applicants the completed Student Exit Form.

6 RULES AND DISCIPLINE

- 6.1 The continued enrolment of a Student is dependent on their behaviour being in accordance with the College Rules and Policies, as amended from time to time including those which form part of the Enrolment Agreement.
- 6.2 The College may discipline the Student, including for out of hours behaviour that may or has affected other students or staff, or may or has caused damage to the reputation or property of the College.
- 6.3 Disciplinary action may be implemented against the Student (including suspension, detention and up to expulsion from the College) if in the opinion of the Principal the Student is found to have breached the College Rules and Policies or is found to have engaged in behaviour detrimental to the College, its staff or students.
- 6.4 If the Principal or his delegate suspends the Student, the Applicants will be notified to that effect including the period for which the suspension shall operate.
- 6.5 If suspended, the Student shall not enter upon any of the College's grounds, or attend online class or College activities, for any purpose during the period of suspension without the express permission of the Principal or his delegate. During the suspension period the Student is the sole responsibility of the Applicants.
- 6.6 The Applicants are expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicants if in the opinion of the Principal the Applicants is found to have breached the Parent Code of Conduct.
- 6.7 The College may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the College, in its absolute discretion, considers appropriate having regard to the conduct of the Student, the College's Behaviour Management Policy, its Student Code of Conduct and other College Rules and Policies in force from time to time.
- 6.8 The Applicants accept that the College's disciplinary procedures include suspension from the College and immediate termination of the Student's enrolment under this Enrolment Agreement at the College's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any fees previously paid.
- 6.9 The College's Behaviour Management Policy, Student Code of Conduct and Parent Code of Conduct are available on the College Website and Student Management System.

7 ATTENDANCE

- 7.1 The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicants if required, must attend and participate in all co-curricular activities which may be held on before or after normal College hours including but not limited to sporting activities, camps, excursions and special event days.
- 7.2 After school holiday periods, the Student must return and attend the College on the dates fixed for resuming unless permission is obtained from the Principal in writing.
- 7.3 The Student is not permitted to leave College at the end of Term until the published closing date unless permission is obtained from the Principal in writing.
- 7.4 It is the responsibility of the Applicants to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.

- 7.5** The Applicants will ensure that a Student does not attend College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact, or where a medical practitioner has recommended the Student not attend.
- 7.6** The Applicants will encourage the Student to take full advantage of curricular and cocurricular opportunities provided to further their education.

8 CONSENTS

- 8.1** This section applies to all programs and activities run by the College, both curricular and cocurricular, and any activities within the scope of activities expected of a Student of the College. This includes any travel undertaken in the course of, to or from College activities.
- 8.2** The Applicants acknowledge and understand the learning environment provided by the College, explained in more detail in Annexure 1, and consents to the supervision arrangements set out in Annexure 1.
- 8.3** The Applicant agree that the College may act upon the instruction, direction or authority of either Applicant in regard to any issue regarding the Student, other than fee paying arrangements, without obtaining the consent of both Applicants unless, and to the satisfaction of the Principal:
- a) a written consent to do otherwise is provided by both Applicants; or
 - b) a relevant court order is provided to the College.
- 8.4** The Applicants agree that the Student may access the services of College such as the wellbeing and career pathways staff, or talk with teachers about sensitive matters. The Applicants consent to those services being provided to the Student and for confidentiality between Student and such staff to be maintained without reference to the Applicants where the staff member, acting reasonably, deems it appropriate for the safety and wellbeing of the Student.
- 8.5** In the event of an emergency, including any medical emergency, pertaining to the Student, if the College is unable to contact either Applicant, or if the College considers it impractical to do so, the Applicants agrees that the College may take such action and do such things as the College considers necessary or expedient for the health or welfare of the Student. The Applicants indemnify the College for the cost of any such treatment.
- 8.6** The Applicants agree that the College is not liable for any loss or damage to property of the Applicant or the Student including sporting equipment, electronic devices and clothing, caused by the Student, by other Students or by third parties other than the College.
- 8.7** The Applicants agree to indemnify the College for any loss or damage to College property arising from the use or possession of such property by the Student.
- 8.8** The Applicants consent to the College making, using, distributing and displaying photographic and other recordings of the Student for the usual purposes of the College, including in publications, website(s), other online or social media, and printed or other mediums.
- 8.9** The Applicants and the Student agree to the Student being identified (where appropriate) in any material listed above, and that the College owns the copyright in all such materials. The Applicants and the Student assign and give all consents (including for the purposes of the Privacy Act), permissions and waivers of any rights that the Applicants and/or the Student may have in the material listed above, without any fee payable, by the College.

9 COLLECTION AND USE OF PERSONAL INFORMATION

- 9.1** The College collects personal information, including sensitive information, about the Student and Applicants. The primary purpose of collecting this information is to provide the education services for the Student. Some of the information collected is to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care. This may include, contact details, medical/health information and academic information.
- 9.2** The College will request from the Applicants, at enrolment and on an annual basis, updated contact details and other relevant information. Where requested, the Applicants are required to check and confirm the information noted therein and advise the College of any changes, omissions and incorrect information.
- 9.3** The College from time to time discloses personal and sensitive information to others for administrative and educational purposes. This includes provision to other schools, government departments, Registered Training Organisations, medical practitioners, and people providing services to the College including specialist teachers, industry partners, volunteers and counsellors.
- 9.4** The Applicants acknowledges that the inability of the College to obtain or disclose personal information about the Student may affect the enrolment or continuing enrolment of the Student.
- 9.5** The College shall deal with such personal information pursuant to the College's Privacy Policy - available on the College Website and on the Student Management System.

10 RISK AND INSURANCE

- 10.1** The Applicants agree that the College accepts no liability for loss or damage to Student property and that the College does not provide insurance for any Student property.
- 10.2** The Applicants agree that it is their responsibility to take out insurance for Student property if desired by the Applicants.
- 10.3** The College recommends that the Applicants take out appropriate health insurance for the Student.
- 10.4** The College provides limited personal accident insurance for the Student. The Applicants agree to take out additional insurances for the Student if desired.

11 COMMUNICATION

- 11.1** The Applicants will advise the College of any change in contact details and other personal information, within a reasonable time of the change.
- 11.2** The Applicants are required to provide copies of all existing court or parenting orders at the time of enrolment and during the period of enrolment. The College will make best endeavours to abide by such orders.
- 11.3** The Applicants agree to provide any Family Law Orders, thereby enabling the College to understand any obligations imposed in relation to the information that can be provided to separated parents, such as access to the Student Management System.
- 11.4** The provision of misleading or false information in relation to the guardianship of the Student, or in relation to living arrangements, may result in the College suspending or terminating the enrolment of the Student, including where the College is not satisfied that the Student is living with a responsible adult of good character who is adequately caring for the Student.
- 11.5** The Applicants agree that, unless the College is supplied with Family Law Orders, a parenting plan or written authorisation signed by Applicants which provides otherwise, the College will proceed and act on the basis that each of the Student's parents has equal rights and responsibilities in relation to the Student. The College is entitled, by virtue of the Applicants' completion of enrolment under the Enrolment Agreement to assume they are the sole legal guardians of the Student and are authorised to enrol the Student at the College. If this situation changes, the Applicants will immediately notify the Principal in writing, detailing the change, and in addition provide written consent from any other legal guardian of the Student to the Student's enrolment, or continued enrolment.
- 11.6** The College will comply with its legal obligations but is not required to police or enforce Family Law Orders on behalf of parents. The Applicants agree to meet the College's reasonable costs in complying with all such Family Law Orders and matters.

12 SECTION 12 – GENERAL

- 12.1** This Agreement and all relevant College Rules and Policies constitute the sole and entire agreement between the Applicants and the College in relation to the enrolment of the Student and the ongoing provision of educational services for the Student.
- 12.2** Where each Applicant accepts a separate Enrolment Agreement in respect of the same Student, each Agreement will be read together as if they were one document and each Applicant will be jointly and severally liable for the payment of all College Fees.
- 12.3** Any warranty, representation, guarantee or other term or condition whatsoever, other than those in all relevant College Rules and Policies, that is not contained in this Enrolment Agreement, is excluded and is of no force or effect.
- 12.4** This Agreement covers the duration of the Student's enrolment at the College (subject to clause 3.3).
- 12.5** This Agreement does not remove the right of the Applicants to take action under Australian Consumer Law.
- 12.6** The Agreement is governed by the laws of the State of Victoria, Australia.

Acknowledgement & Agreement

I/We confirm that I/we:

- have reviewed and understand the terms of this Enrolment Agreement; and
- agree to the terms of this Enrolment Agreement.

	Mother/Guardian 1	Father/Guardian 2
Name:		
Signature:		
Date:		

Annexure 1

Supervision Arrangements

College Learning Environment

The College believes that a well-rounded and more applied approach to learning can often better meet the needs of many young people when compared to more traditional forms of teaching. It believes that students learn better when they are interested in what they are learning and can see the relevance of what they are learning, “in action”, and connected to an industry they enjoy.

The College also believes in creating agency and developing responsibility within students, where they are trusted as young people nearing adulthood and where they learn in an environment reflective of the way people best learn at work – through experiences, support, inclusion, collaboration and sharing knowledge.

These beliefs are reflected in the College’s physical learning environment, where we seek to provide learning experiences in real life settings with a strong connection to industry. This means that the College does not have a traditional school campus – instead the typical classroom will in many cases be connected to sport and recreation settings, with students also travelling to other settings, or attending work placement, to assist their learning.

This means that some of the supervision arrangements differ to other schools, as set out below:

Class location and Setting

The College does not have an enclosed school campus like most schools, with the various facilities that might be expected on a school campus. It instead looks to establish classes at sport and recreation facilities, so that the physical learning environment is quite different and there is an opportunity for learning experiences connected with other users of such these facilities. The initial class location will be at the Coburg City Oval, where the College does have use of a multi-purpose area during school times. The oval and gym facilities at the Coburg Football ground are not a part of the College facility, but will be used on a regular basis by the College for curriculum and co-curriculum activities.

Start and finish times

A normal day commences at 9am and finishes at 3.15pm. On one day per week, the day finishes at 1.55pm for students who are up to date with their work, but some students may be required to remain in class to obtain further support with their work. Start and finish times may be altered occasionally depending on the nature of the activities but if this occurs, parents and carers will be informed in advance by the relevant teacher using either email, text message or the student management system, Compass.

In some circumstances, such as inclement weather where planned activities cannot be conducted, students may be dismissed up to 45 minutes early. If this occurs parents and carers will be informed by the relevant teacher using either email, text message or the student management system, Compass.

Breaks

Breaks held during the day are usually between 11.25-11.50am and 12.55-1.35pm. During these times the class will remain open with an adult staff member in attendance to provide supervision. Students will be able to access the classroom, bathroom facilities and first aid during these times.

With written consent from parent/guardian, by signing the enrolment Agreement, a student is free to leave the classroom and use the break time as they choose. This may include accessing local shops or participating in recreational activities at the oval adjacent to the classroom, where students **will not** be supervised. At all times, students are expected to behave according to the College Student Code of Conduct, and students are made aware of the steps to take (such as contacting a staff member), should an accident or incident occur during these times.

A parent/guardian may advise in writing that they do not give this specific approval. If that occurs, a student will be expected to remain in class during break times.

Student Travel Arrangements

The approach of the College to promote agency, responsibility and trust, extends to the use of public transport by students. At times during the school year, students will need to travel from their class to different locations for learning activities, or they may begin or end the school day at different locations from their usual class setting. In such circumstances, the College will not ordinarily arrange transportation for the students, such as a bus, with students expected to make their own arrangements to travel to and from such locations. In these circumstances the College **will not** supervise students.

Students will be encouraged to use public transport, with the following matters addressed:

- instruction and guidance for using public transport – such as how to develop travel plans and use travel Apps
- Expected behaviour
- where possible, students will be encouraged to travel with at least one other student or in groups.

Day Excursions and Curriculum Activities

The applied nature of the education offered by the College means that curriculum and learning activities may take place outside the College classroom. Examples include:

- activities connected to completing a vocational qualification, such as attending a primary school to deliver a sporting clinic
- visiting the premises of sports industry or community organisations

In these cases, a staff member will be present, or students will attend in pairs or groups.

This may be a regular occurrence and as a part of enrolment, parents/guardians consent to this part of the program.

Structured Workplace Learning

As the College is seeking to provide experiences reflective of the way people best learn at work, the College will seek to connect students to a range of experiences outside the classroom, such as structured workplace learning (SWL).

SWL will for most students operate as a part of the College curriculum and be an important part of student learning. It enables students undertake a work placement in an industry of interest, build skills and apply industry knowledge. Students will be supported by the College to access a suitable work placement. As a part of the arrangements the College will provide the employer a copy of its Child Safety and Wellbeing Policy and ensure that structured workplace learning arrangement form is in place and signed before the SWL commences.

Camp & Adventure Activities

The College's Camps and Excursions Policy applies to all camp and adventure activities, where informed consent will be obtained on an individual activity basis from parents/guardians.

The College will use the Education Department's guidelines for outdoor activities to determine the level of risk associated with the outdoor/adventure activity, to inform planning and to enable informed consent on an individual activity basis by parents/guardians.