

NEWMAN ACADEMY ENROLMENT AGREEMENT

BETWEEN: Newman Academy Ltd ("the School")

and:

Parent/Guardian 1 _____

of: _____

Telephone Home: _____

Work: _____

Email: _____

Mobile: _____

Parent/Guardian 2 _____

of: _____

Telephone Home: _____

Work: _____

Email: _____

Mobile: _____

Date of Birth: _____

Year Level: _____

Date of Entry: _____

IT IS AGREED AS FOLLOWS:

1 Acceptance of Enrolment

- 1.1 The School agrees with the Parents to accept enrolment of the Student on the terms set out in this Enrolment Agreement.
- 1.2 Both Parents must sign this Enrolment Agreement unless a Parent informs the Principal in writing that he/she is solely responsible for the Student and for payment of the tuition fees and charges levied by the School. The Principal may request evidence from a Parent in support of this prior to accepting an Enrolment Agreement signed by only one Parent.

2 Responsibilities of the School

- 2.1 The School will provide education for the Student during the period of enrolment, in accordance with the curriculum framework approved by the Victorian Registration & Qualifications Authority.

3 Responsibilities of the Parents

- 3.1 The Parents agree:
 - 3.1.1 to pay the enrolment confirmation and administration fee of \$100 at the time of signing this Enrolment Agreement, which they acknowledge is non-refundable in any circumstances;
 - 3.1.2 to pay all tuition fees and charges levied by the School by the due dates, and in accordance with the payment terms, set out in the Schedule of Fees published by the School from time to time;
 - 3.1.3 that the Student will comply with the Code of Conduct for Students, which may be amended from time to time at the School's absolute discretion;
 - 3.1.4 that the Parents will comply with the Code of Conduct for Parents, which may be amended from time to time at the School's absolute discretion; and
 - 3.1.5 that the Student and the Parents will comply with the School's rules, regulations, policies and procedures which apply to students and/or parents

(as the case may be), including those published in the School Handbook or which are available on the School website, and which may be amended from time to time at the School's absolute discretion.

- 3.2 Parents agree to keep themselves and the Student abreast of the School's rules, regulations, policies and procedures as published from time to time in the School Handbook or on the School's website.

4 Support for the School

- 4.1 Students are required to arrive at school on time, attend all classes and be prepared for study. Students may also be required to perform homework and attend camps, excursions and retreats.
- 4.2 Students are expected to be well-groomed, and to wear the school uniform at all times.
- 4.3 The Parents acknowledge that the School is a classical school in the Catholic tradition, and prayer and liturgy are vital aspects of the School's religious life. The pastoral care and support programmes for students, families and staff are based on the teachings of the Catholic Church, and the teachings and values of the Catholic Church are paramount. Students and Parents are expected to support the ideals of Catholicism, including by students attending the School's prayer services.
- 4.4 Parents are required to cooperate fully with the School to promote the Student's education, including by involving themselves in the life of the School and being responsive to the School's concerns.

5 Fees and Charges

- 5.1 The Parents acknowledge that, unless otherwise agreed in writing with the Principal, each Parent is jointly and severally liable for the payment of all tuition fees and charges levied by the School.
- 5.2 Tuition fees and charges levied by the School are payable during any period in which the Student is enrolled and absent from the School.
- 5.3 The School operates on a not-for-profit basis, and is reliant on families meeting their financial commitments if it is to deliver a quality education for its students. Should any tuition fees and charges levied by the School not be paid by the due date then the School may suspend and/or terminate the Student's enrolment, and/or commence debt recovery action, at the School's absolute discretion.

- 5.4 Parents agree to indemnify the School for all reasonable costs and disbursements (including debt recovery and legal professional costs on an indemnity basis) incurred in recovering outstanding tuition fees and charges.

6 Termination of Enrolment

- 6.1 To terminate a Student's enrolment, the Parents must give at least a full term's written notice. This means that the Principal must receive notice in writing from the Parents by no later than:

- 6.1.1 the first day of a term, where the Student will leave on the last day of that term; or
- 6.1.2 the first day of the previous term, where the Student will leave prior to the commencement of or during a term.

If such notice is not given, the Parents must pay to the School the full amount of tuition fees and any other charges payable for the term next following the term in which the Student left the School.

- 6.2 The School may terminate the Student's enrolment (with or without notice) where the Student or Parents breach this Enrolment Agreement (or a Code of Conduct, rule, regulation policy or procedure of the School), or where the School is not satisfied it can meet the necessary needs of the Student.
- 6.3 Where the Student's enrolment is terminated and the Student has not yet commenced at the School, in addition to the requirements of clause 6.1, the Parents will forfeit all amounts already paid to the School including, but not limited to, the confirmation and administration fee.

7 Change of Address

- 7.1 The Parents agree to immediately inform the School in writing of any change in their postal address or telephone numbers.

8 Instructions and Emergencies

- 8.1 Should the School require instruction, authority or direction from the Parents on any issue concerning the Student then the School may act upon the instruction, authority

or direction of either Parent in accordance with what the School determines in its absolute discretion to be in the best interests of the Student.

- 8.2 In the event of any medical or other emergency arising in respect of the Student then, should the School consider it impracticable to communicate with the Parents, the Parents authorise the School to act as it considers, in its absolute discretion, to be in the best interests of the Student. The Parents agree to indemnify the School in respect of any costs or expenses which the School incurs as a result of the School taking action pursuant to this clause.

9 Student Information/Special Needs

- 9.1 The School has limited resources to provide for special needs of particular Students. Special needs include physical or intellectual disabilities, behavioural or learning difficulties, learning support requirements and needs of a medical, psychological, health or dietary nature. The School will comply with its statutory obligations, but does not warrant that it is able to provide for special needs. The Parents acknowledge that the School cannot always meet a Student's existing, future or potential special needs.
- 9.2 The Parents warrant that they have informed the School of all special needs of the Student which may be relevant to the education or welfare of the Student (or which may impact upon the education and welfare of others). If the Parents fail to inform the School of any special needs in relation to the Student then the School, in its absolute discretion, may refuse to proceed with enrolment of the Student (or, if the enrolment has already commenced, terminate the enrolment of the Student under this Enrolment Agreement).
- 9.3 The Parents agree that they will immediately inform the School should a Student develop special needs after the date of this Enrolment Agreement, or should the special needs of the Student change in any way from the date of signing this Enrolment Agreement until termination of the Student's enrolment at the School.
- 9.4 Where Parents inform the School of special needs of the Student, or where a Student's special needs develop or change, then the School will discuss those special needs with the Parents. If the School considers that it cannot meet the special needs of the Student then:
- 9.4.1 the School, in its absolute discretion, may refuse to proceed with the enrolment of the Student (or, if the enrolment has already commenced, terminate the enrolment of the Student under this Enrolment Agreement);

9.4.2 the Parents may choose not to proceed with the enrolment (or, if the enrolment has already commenced, may terminate the enrolment of the Student) without giving notice under clause 6.1 of this Enrolment Agreement.

9.5 If the School agrees to accept a Student for enrolment or to continue with the enrolment of a Student after being informed of special needs in relation to the Student then that should not be taken to mean the School is agreeing to (or can) provide for those special needs.

10 Discipline

10.1 The School's Code of Conduct and disciplinary rules, regulations, policies and procedures apply to conduct of the Student both inside and outside the School, and whether or not the conduct is connected to School activities.

10.2 The School may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the School, in its absolute discretion, considers appropriate having regard to the Code of Conduct for Students and other School rules, regulations, policies and procedures in force from time to time and the conduct of the Student.

10.3 The Parents accept that the School's disciplinary policies include suspension from the School, and termination of the Student's enrolment under this Enrolment Agreement, at the School's absolute discretion. In the event of suspension or termination of enrolment under this Enrolment Agreement there will be no refund of any tuition fees and charges previously paid by the Parents.

10.4 The School prohibits corporal punishment.

11 Loss of Property and Insurance

11.1 It is impossible for the School to implement and administer systems or processes which will adequately protect the Student's personal property against all loss, damage or theft.

11.2 All personal property brought to the School or to a School activity by the Student is at the sole risk of the Student and the Parents. The School accepts no liability for loss or damage to personal property of the Student, however that may occur, and the School has no responsibility to implement and administer systems or processes which may minimise or avoid such loss or damage.

- 11.3 The School does not insure the personal property of students or parents which is brought to the School or to School activities. It is the responsibility of the Parents to arrange such insurance as they consider appropriate.
- 11.4 Although the School has limited personal accident insurance in respect of its students, the Parents should arrange such personal accident insurance in respect of the Student as they consider appropriate.
- 11.5 From time to time, the School may provide bag areas, lockers and work areas for the Student's use. These areas remain the property of the School, and are provided with the understanding that the School has the right to access them at any time that it deems necessary.
- 11.6 Students are to care for the property of others including the School's buildings, furniture and equipment. Parents are financially responsible for any property damage caused by the Student (either at School or while taking part in School activities).

12 GST

- 12.1 Where possible the School will quote its tuition fees and charges on a GST inclusive basis. If GST becomes payable in respect of any part of any tuition fees and charges levied by the School then the School reserves the right to increase those tuition fees and charges at any time.

13 Personal Information

- 13.1 The School handles personal information in accordance with its Privacy Policy, as amended from time to time and available on the School website. The Parents agree that they have read and understood the Privacy Policy.
- 13.2 The Parents accept that the Student may be photographed at the School or while taking part in School activities. The Parents authorise the School to publish any such photograph of the Student in any publication authorised by the School.

Yes

No

(circle one)

13.3 Parents acknowledge that even when they circle 'no', incidental, internal or unintentional use of photographs and recordings featuring the Student may still occur from time to time.

14 General

14.1 This Enrolment Agreement constitutes the sole and entire agreement between the Parents and the School in relation to the enrolment of the Student and any warranty, representation, guarantee or other term or condition of any nature not contained in this Enrolment Agreement is of no force or effect.

14.2 This Enrolment Agreement will be governed by the laws in force in Victoria.

Declaration by Parents

I/we are the parent(s) and/or guardian(s) of the Student.

I/we agree to the terms of the Enrolment Agreement set out above for the duration of the Student's enrolment.

I/we declare that the information previously provided to the School regarding the Student remains accurate and up to date, and that any material change in relation to the Student's situation (including in relation to the Student's special needs) have already been notified to the School in writing, prior to a place being offered. I/we understand that if the information previously provided is incomplete, inaccurate or out-of-date, and the actual or current information is relevant to the School's decision about whether or not to offer a place, then the place offered may be withdrawn by the School (even after the offer has been accepted and the Student's enrolment has commenced). Tuition fees and charges will not be refunded where this occurs.

I/we understand that the information provided to the School regarding the Student must be kept up to date throughout the period of the Student's enrolment. Updates can be provided by contacting the School.

Signature of Parent/Guardian: _____ Date:

Full Name (print):

Signature of Parent/Guardian: _____ Date:

Full Name (print):

APPENDIX A – CURRENT CODE OF CONDUCT FOR STUDENTS

While this Code of Conduct does not form part of the Enrolment Agreement, and is subject to change at the School's absolute discretion, it is current as at the time of printing.

Newman Academy seeks to provide a secure, supportive and encouraging learning environment.

The School encourages students to achieve their full potential academically. It is therefore expected that each student will cooperate with his/her teachers in taking responsibility for his/her own progress by diligent preparation and participation in the learning process. It is important that no student, through poor behaviour or lack of concern, interferes with the rights of others to pursue their studies.

Students will behave in a manner, which enhances their reputation and the reputation of the School. This obligation extends to behaviour outside the School, outside School functions and outside School hours, for example, at social functions whether or not connected with the School. Students will also be subject to and follow the policies, practices, rules and expectations written in the School Handbook.

Disrespect to staff, causing any harm whatsoever to others, interference with the property of others, or bringing the School into disrepute are regarded as serious behavioural issues in breach of this Code.

Students must not leave the grounds during school time without first obtaining permission as outlined in the School Handbook. Except in the case of illness, students must arrive at School on time and be in attendance on all school days unless leave has been granted by the Principal.

Students at Newman Academy are expected to take pride in their personal appearance and School uniform. Students will present themselves in a way which both complies with School requirements and shows respect for themselves and their School.

Students are encouraged to participate in a wide range of activities, and are expected to support others by attending school events. We value the cooperation, commitment over time and responsibilities associated with membership of teams and groups.

Students are not permitted to possess, use, sell or distribute tobacco, drugs or alcohol while at the School, or during school activities.

Students must comply with the School's written and verbal directions.

Being enrolled at the School implies acceptance of this Code of Conduct. Students who breach this Code of Code may face disciplinary action including detentions, suspension (whether from School or from any particular School activity) or expulsion from the School, which the School in its sole discretion determines is appropriate in all the circumstances.

APPENDIX B – CURRENT CODE OF CONDUCT FOR PARENTS

While this Code of Conduct does not form part of the Enrolment Agreement, and is subject to change at the School's absolute discretion, it is current as at the time of printing.

It is expected that every Parent will:

- Uphold the School's core beliefs and values;
- Support the School in the Catholic education of their children and involve themselves as much as possible in their children's education and the School community;
- behave in a manner that does not endanger the health, safety and wellbeing of themselves or others;
- abide by all health and safety rules and procedures operating within the School and other locations at which they may visit whilst representing the School;
- ensure that their actions do not bring the School into disrepute;
- respect the authority of members of staff and observe School rules as required;
- strictly adhere to the School's policies and procedures as required;
- behave with courtesy and consideration for others;
- refrain from all forms of bullying and harassment;
- refrain from activities, conduct or communication that would reasonably be seen to undermine the reputation of the School, employees or students of the School (including activities on social media);
- respect School property and the property of staff, contractors, volunteers and other students;
- not be intoxicated by alcohol or under the influence of illicit drugs or other substances harmful to health whilst visiting the School site, attending School functions or engaging in School based activities.

Unacceptable conduct includes, but is not limited to:

- touching, handling, pushing or otherwise physically or sexually engaging with students, children or others in a manner which is not appropriate and may endanger the health, safety and wellbeing of that person;
- any form of physical or verbal violence including fighting, assault or threats of violence;
- any form of cyber bullying or cyber abuse;
- any form of threatening language, gestures or conduct;
- language or conduct which is likely to offend, harass, bully or unfairly discriminate against any student, employee, contractor, volunteer or other;
- theft, fraud or misuse of School resources;
- the use of inappropriate or profane words or gestures and images;
- visiting the School, attending social, sporting or other functions whilst intoxicated by alcohol or under the influence of illicit drugs or other substances harmful to health;
- smoking on the School premises or within the immediate environs of the School;

Parents who breach this Code of Conduct will be contacted by the Principal. Appropriate action, which may include being banned from coming onto School grounds, attending School functions or School based activities, is at the discretion of the Principal. The Principal has full discretion to take action where parents breach this Code of Conduct, which may include expulsion of the parents' child(ren).

APPENDIX C – CURRENT SCHEDULE OF FEES

While this Schedule of Fees does not form part of the Enrolment Agreement, and is subject to change at the School's absolute discretion, it is current as at the time of printing.

Student Fees	2020
Year Prep	\$3,500
Year 1	\$3,500
Year 2	\$3,500
Year 3	\$3,500
Year 4	\$5,500
Year 5	\$5,500
Year 6	\$5,500