

Enrolment Agreement

Version 1, 24th February 2020 | Approved by School Council

1. Purpose

- 1.1 This enrolment agreement sets out the terms and conditions on which students are enrolled at Andale School.
- 1.2 By enrolling their child at the School, parents¹ accept and agree to be bound by these conditions.

2. Enrolment Process

- 2.1 Following an initial enquiry, a discussion will be arranged between parents and the Principal or school staff to ascertain suitability of the school for the student.
- 2.2 A trial for the student will then be arranged to assess whether the school can meet the child's needs.
- 2.3 Parents are requested to provide the school with relevant information about their child's academic, learning, medical, physical, social and emotional needs.
- 2.4 An offer of enrolment may be made at the discretion of the Principal in accordance with the School's enrolment policy, and will be conditional on the Principal being satisfied as to the suitability of the applicant and the ability of the School to meet the applicant's needs.
- 2.5 The parents accept that the Principal may decline to enrol, or may cancel the enrolment of, a student if, in order to participate in or derive substantial benefit from the School's educational program, the student requires or would require special services of facilities which, in all the circumstances, would be unreasonable for the School to provide or if existing students are negatively impacted.
- 2.6 An Enrolment Form must be completed and submitted to the school, together with a non-refundable enrolment fee.

3. Confirmation of enrolment

- 3.1 If an offer of enrolment is received, the parents must confirm their acceptance of the offer and the terms and conditions set out in this agreement (as varied from time to time) by:
 - a. Signing the Enrolment Form; and
 - b. Paying an Enrolment fee as set out in the Fee Schedule.

4. Fees

- 4.1 Parents agree to pay tuition fees and other charges in relation to the enrolment of their child.
- 4.2 Tuition fees and other charges are set by the School Council and may be changed from time to time at its discretion.
- 4.3 The Fee Schedule can be requested at any time and will be provided by the School.
- 4.4 The parents, if more than one, are jointly and severally liable for the payment of all fees and charges invoiced by the School in relation to a student's enrolment.
- 4.5 This joint and several liability will continue regardless of any changes to the relationship between the parents, any court order as between the parents, or any child support or other arrangement between the parents regarding payment of fees.
- 4.6 Tuition fees are payable at the start of each term.
- 4.7 Additional charges are payable for:
 - a. Swimming
 - b. Karate
 - c. Hip hop dancing
 - d. Yoga
 - e. Excursions, outings and special events
 - f. School camps
 - g. School photos
- 4.8 Absence from school for part of a term does not remove the obligation to pay the entirety of the tuition fees and other charges for that term.
- 4.9 Mid-term enrolments to the School will be charged a pro-rata amount for the remainder of the term for which the student is enrolled.
- 4.10 Payment of each term's tuition fees must be made within 14 days of the statement date. A late fee may be charged where accounts are overdue.
- 4.11 At the discretion of the Principal, non-payment of tuition fees and charges may result in the student's tuition being suspended until full payment is made, or a payment arrangement has been agreed to by the Principal and confirmed by the School in writing. Any delay by the School to strictly enforce its terms of payment is not a waiver of the School's rights.
- 4.12 If the School refers an outstanding amount to an external debt collection agency, the parents agree to reimburse the School for any costs or expenses incurred in doing so.

5. Continued enrolment

- 5.1 Subject to these conditions of enrolment, once enrolled, a student remains enrolled at the School from year to year until the maximum age of 13.
- 5.2 During the course of their child's enrolment, parents are required to inform the School of any change to their contact details, and any relevant information concerning their child, such as:
 - a. reports or assessments pertaining to the student's learning, medical, physical, social and psychological needs
 - b. any change in family circumstances which may affect the student's life at school
 - c. any Court orders that may impact on the student and of which the School should be made aware

6. Educational Program

- 6.1 The School offers an individualised learning program which includes a modified curriculum to suit individual learning needs, a perceptual motor program, social skills training, activity based learning, a sports program, an art program and a performing arts program.
- 6.2 The School has on staff a Speech Therapist to provide programs for individuals, small groups and class groups and a Psychologist to provide psychological and academic assessments as well as support for students and families.
- 6.3 The School reserves the right to vary its curricular, co-curricular and teaching methods as it considers necessary and/or appropriate.

7. Student Behaviour

- 7.1 Students are required to uphold the School's values and to abide by the School's rules, regulations and policies as they apply from time to time, including the Student Code of Conduct.
- 7.2 Parents/guardians agree to support their child in meeting these expectations.
- 7.3 Action may be taken against a student who fails to meet the School's expectations. Such action may include suspension or expulsion of a student.
- 7.4 Any wilful damage to school property or belongings will be invoiced to the student and their family. If this is ever the case, we suggest that students use their pocket money or complete work/tasks around the home to provide the means with which to pay the bill.

8. School Policies

8.1 Parents agree to abide by the School's rules, regulations and policies as introduced or varied from time to time, including the Parent Code of Conduct.

9. Leave of Absence

- 9.1 All requests for an extended leave of absence must be submitted in writing to the Principal for approval at least one term in advance. Apart from leave for medical reasons, requests for leave of absence are discouraged. Approval is not automatically granted.
- 9.2 Where a student's leave of absence is approved, a holding fee may be charged during the period of absence. The holding fee will be one term's full tuition fees for a full year's absence, or a pro-rata amount for absences of less than one year.

10. Withdrawal of a student

- 10.1 Parents who wish to withdraw their child from the School must provide the Principal with one full term's notice in writing.
- 10.2 If the required notice is not given, a penalty of one term's fees will apply.

11. Cancellation of Enrolment

- 11.1 At the discretion of the Principal, and in addition to any other right of cancellation in these Conditions of Enrolment, the enrolment of a student may be cancelled where:
 - a. The priority at Andale School is to educate children with learning difficulties. If behavioural issues threaten the health or safety of the student or other students, enrolment at the School would not be appropriate. If this occurs it would be necessary for parents to find an alternative school placement for the student.
 - The student or their parent fails to adhere to the School's rules, regulations or policies (including the Student Code of Conduct and Parent Code of Conduct) or engages in conduct which is prejudicial to the School, its students or staff
 - c. Tuition fees are not paid in full by the due date, or within such time as agreed by the School in writing
 - d. the Principal considers that the relationship of trust and co-operation between the parent(s) and the School, or its staff, has broken down irretrievably
 - e. the student or their parent fails to meet visa requirements
- 11.2 Unless otherwise agreed by the Principal, there will be no refund of tuition or other fees where a student's enrolment is cancelled.

12. Medical

- 12.1 If a student sustains an injury or illness while attending school or taking part in school activities, and the parent(s) cannot be contacted, the School is authorised to:
 - a. Administer such first aid as it considers reasonably necessary
 - Consent to the student being transported by ambulance, and receiving any medical, dental or surgical treatment deemed necessary by a medical practitioner
- 12.2 The parents will be responsible for any expenses arising from the ambulance transport, or medical, dental, surgical or hospital treatment of the student.

13. Variations to Enrolment Agreement

- 13.1 The School reserves the right to vary this Enrolment Agreement from time to time. Parents will be notified of material changes in writing.
- 13.2 The enrolment, or continued enrolment, of a student will signify acceptance by the parents of any variation(s) to the Enrolment Agreement.

14. Privacy

- 14.1 The School collects personal information about students and their parents both prior to, and during the course of, a student's enrolment at the School.
- 14.2 The School's Privacy Policy sets out the manner in which the School collects, uses, protects, discloses and provides access to personal information.

15. Use of photographs and videos

- 15.1 As part of its normal operations, the School may photograph, record or video students and other members of the School community. These may be published in classrooms, on the School's website and social media platforms, and in School publications and communications.
- 15.2 Parents who do not wish to give permission for the publication of such photographs, or audio/video recordings, must notify the School in writing.

16. Student Property

16.1 Students are responsible for any personal belongings brought to school. The School will not be liable for any loss or theft of, or damage to, such belongings.

17. Membership of Association

- 17.1 Andale School is an Incorporated Association and upon enrolment of their child at the school they become a member of the association.
- 17.2 Members must support the purpose of the school and abide by the Association rules.

18. Associated documents

- 18.1 Fee Schedule
- 18.2 Enrolment Policy
- 18.3 Privacy Policy
- 18.4 Student Code of Conduct
- 18.5 Parents Code of Conduct
- 18.6 Andale School Incorporated Rules

19. Governing Law

19.1 The laws of the State of Victoria apply and all parties submit to the exclusive jurisdiction of the courts of Victoria.

Endnotes

In this document, the term 'parents' includes legal guardians i.e. those with authority to sign the enrolment agreement with the school



