

Parties: THE AVENUE SCHOOL and

Student name: \_\_\_\_\_

Please complete and attach the required documentation and return it to The Avenue School.

**ENROLMENT TERMS AND CONDITIONS**

**1. DEFINITIONS**

- 1.1 **“Deposit”** means the fee payable at the time of signing the Enrolment Agreement. The Deposit amount is the total of the Resources and Amenities Fees as detailed in the Fee Schedule and may be altered at any time at the discretion of The Avenue School.
- 1.2 **“Enrolment Agreement”** means the Agreement forming part of these Enrolment Terms and Conditions by which the Parent/Guardian agrees to be bound.
- 1.3 **“Conditions of Enrolment”** means these Enrolment Terms and Conditions including any subsequent amendments made by The Avenue School
- 1.4 **“Student”** means the student named in the Enrolment Agreement.
- 1.5 **“The Principal”** means the Principal of The Avenue School, or the Principal’s authorized representative.
- 1.6 **“Parent/Guardian”** refers to a person legally responsible for the student.

**2. PHILOSOPHY**

The Avenue School....

- Believes in equal opportunities for all students, regardless of their life circumstances.
- Respects and values the uniqueness of every student and affirms their right to access education in an environment that fosters belonging, empowerment and is conducive to their success.
- Provides flexible and personalised pathways for learning by nurturing skills, knowledge, and self-assurance and by respecting individual learning styles, interests and aspirations.
- Fosters students’ intrinsic motivation to learn, by ensuring learning is student focused and encouraging students to explore and embrace learning pathways that take them towards their individual goals.
- Prioritises the holistic development of students by offering comprehensive support for their social and emotional growth.
- Respects partners and related entities by working together constructively and collaboratively, operating responsibly, honestly and with accountability and ensuring our students are the focus of all our endeavours.

### 3. GENERAL

- 3.1 In signing the Enrolment Agreement, the Parent/Guardian agrees to comply with these Enrolment Terms and Conditions, the Enrolment Policy, the Codes of Conduct and conditions and as set out in the The Avenue School Handbook which may be changed during the period of enrolment at the discretion of The Avenue School.
- 3.3 If the Parent/Guardian wishes to withdraw the Enrolment the Parent/Guardian must provide written notice.

### 4. EDUCATION and EDUCATION SUPPORT

- 4.1 The Avenue School is an Independent Specialist School offering Senior Secondary education. The Avenue School delivers the Victorian Pathway Certificate. The Avenue School education is tailored to the needs of young people from 15 to 20 years of age who have disengaged from education and will benefit from the supportive approach to education offered at The Avenue School.
- 4.2 The required Vocational Education and Training (VET) component of the VPC course is delivered in partnership with Mountain District Learning Centre (MDLC).
- 4.4 Reasonable adjustments can be made to meet the needs of individual students including to accommodate learning styles, health conditions, physical disabilities, psychological factors and gaps in language, literacy and numeracy development. Adjustments may take account of needs associated with the student's cultural background or socio-economic status.
- 4.5 Details of the Education Curriculum and Student Support Services are included in The Avenue School handbook. The Avenue School policies are available on the school website.

### 5. FEES AND CHARGES

#### Summary of Fees

	Full Fee \$	Concession \$
Annual Fee	850.00	425.00
Resources (inc GST)	200.00	100.00
Amenities	50.00	25.00
VET Resources (inc GST)	150.00	75.00
<b>Total Payable</b>	<b>1250.00</b>	<b>625.00</b>

- 5.1 The fees stated above detail the total amount owing. The VET resources fee is an additional resources fee for the Industry Skills component of the VPC. The Industry Skills component of VPC undertaken via MDLC does not incur additional fees for tuition. There are no additional fees for excursions or off-site activities. Camps, if offered, may incur a separate fee, however camps will not be compulsory.
- 5.2 Parents/Guardians with a Government issued Concession Card or Health Care Card are eligible for a Concession fee.
- 5.3 Students undertaking VET or VETiS programs outside The Avenue School will be required to cover all fee costs associated with the course.
- 5.4 If the Student is enrolled at The Avenue School during a term, tuition fees will be charged on a pro rata basis.

- 5.5 Upon Enrolment and re-enrolment students are required to pay the minimum fee (deposit), which will be the amount of the Resource and Amenities Fee as outlined in their Statement of Fees.
- 5.6 Enrolments will not be processed unless fees are paid in full, or a formal Fee Payment Plan is in place.
- 5.7 The Student will not be permitted to re-enrol for a new year while any part of the fees or charges for the previous billing period remain unpaid, unless approved by the Principal.
- 5.8 Staff, as designated by the Principal are authorised to take such action deemed necessary to recover unpaid fees or charges, including recovery costs.
- 5.9 Parents/Guardians who choose to cancel the enrolment prior to commencement will be issued with a refund on tuition fees paid in advance. The resource and amenities fees (deposit) will not be refunded.
- 5.10 Students who withdraw their enrolment will be eligible for a fee refund upon lodgement of a Student Withdrawal Form, calculated on a pro rata basis, on any tuition fees paid in advance, less a \$150 administration fee. There is no refund on resource or amenities fees.
- 5.11 Students who are asked to leave due to a breach of the student code of conduct will not be eligible for a refund.
- 5.12 Students/parents/guardians have options for payments including Cash, Cheque, Eftpos or Credit Card and a negotiated Payment Schedule or Centrepay for eligible students. Payments can be made in person during office hours or by mail or phone.
- 5.13 In circumstances where an organisation is paying fees on behalf of a student, they need to provide a purchase order or written acknowledgement of intention to pay. Invoices will be issued with payment terms of 14 days.
- 5.14 Parents/guardians/students who have difficulty paying the minimum fee may negotiate an arrangement with the Principal.
- 5.15 Staff, as designated by the Principal are authorised to take such action as deemed necessary to recover unpaid fees or charges, including recovery costs.

**6. DISCLOSURE**

- 6.1 The Parent/Guardian acknowledges that the Enrolment Application Form has been completed honestly and correctly, and that the Student/Parent/Guardian has made full disclosure in response to the matters and questions raised in the Enrolment Application Form.
- 6.2 The Enrolment Application Form forms part of the Enrolment Agreement, and failure to complete the Enrolment Application Form honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by The Avenue School.

**7. CODES OF CONDUCT**

- 7.1 Students are expected to adhere to the Student Code of Conduct.

Students must:

- Arrive on time and remain in class until the scheduled end of class time unless alternative attendance arrangements have been negotiated.

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- Return from breaks on time.
- Notify The Avenue School if unable to attend scheduled classes.
- Respect the rights and property of fellow students.
- Use class time productively, participate in class work and complete work activities.
- Comply with any reasonable and clear instruction of any staff member.
- Wear clean, neat and respectable casual clothes and appropriate footwear.
- Refrain from using offensive language (swear words).
- Put away electronic devices when instructed to by teachers or staff.

Students must not:

- Take or make phone calls or send text messages during class time.
- Run or ride bicycles, skateboards or rollerblades on The Avenue School premises.
- Damage equipment, furniture or facilities at The Avenue School.
- Attend classes under the influence of unprescribed drugs or alcohol.
- Consume or carry unprescribed drugs or alcohol on The Avenue School premises or on excursions or activities.
- Participate in physical violence, intimidation or provocation to violence.
- Bully, harass or intimidate people.
- Participate in cyber bullying of anyone at The Avenue School or their family members or The Avenue School including posting videos, images, or audio etc. of any person at The Avenue School.

## 7.2 Consequences

If teachers or staff members have reason to believe that this Code of Conduct has been broken, students will face one or all of the following consequences:

- The Avenue School student disciplinary procedures will be implemented.
- The student's enrolment may be suspended or withdrawn.

## 7.3 Parents/Guardians are required to adhere to the Parent/Guardian Code of Conduct

The Avenue School Parent/Guardian Code of Conduct is in place to ensure that parents/guardians work in cooperation with The Avenue School Staff and Board members to provide a safe, secure and respectful learning environment for all students.

Parents/Guardians will:

- Support the safety and wellbeing of students attending The Avenue School including Child Safe initiatives.
- Be respectful and courteous towards students, staff and other parents/guardians at all times.
- Refrain from actions and behavior that constitutes harassment, discrimination or vilification.
- Comply with reasonable requests and directions from The Avenue School members of staff.
- Raise concerns about student behavior or student welfare with the Principal, Teacher or Youth Worker.
- Refrain from personally addressing issues between students.
- Refrain from using social media to bully or fuel criticism of individual people associated with The Avenue School.
- Make reasonable efforts to ensure that their children comply with The Avenue School Student Code of Conduct and the Bullying and Harassment and Internet Use policies.
- Observe the stated The Avenue School procedures for raising and resolving a

grievance/complaint.

- Encourage students to attend The Avenue School on time and consistently.
- Inform The Avenue School office of changes to emergency and other contact details.
- Notify The Avenue School of concerns relating to the student's health, mental health or other needs that may impact on the student's learning and wellbeing.
- Notify The Avenue School of any changes to the students' key welfare workers as may be applicable.

7.4 The Avenue School seeks the co-operation of parents/guardians in adhering to the codes of conduct. A serious breach, as determined by the Principal and endorsed by the Board, may result in prohibiting access to The Avenue School or the termination of student enrolment.

7.5 Procedural fairness will apply by:

- Ensuring students are familiar with the Student Code of Conduct and standards of acceptable conduct.
- Including students in decisions affecting them and providing them opportunity to be heard before a decision is made.
- Have decisions determined by a reasonable and unbiased person.
- Explaining reasons for decisions.
- Providing students with the right for decisions to be reviewed.

## 8. INTERNET and ICT AGREEMENT

8.1 Computers, electronic devices and the internet provide opportunities to enhance students' learning experience and engagement. The Avenue School electronic resources are intended for learning and research. Responsible use of these resources by students, with guidance from teaching staff, ensures a secure and safe learning environment.

8.2 Upon enrolment students sign the "Internet and ICT Agreement" in which students agree to abide by a set of rules.

- Use the internet for study and learning as directed by the teacher and for the purposes of meeting course learning requirements.
- Stay within the law and use the internet legally within the law. Laws about the internet may focus on these areas: copyright, spam, privacy, discrimination, telecommunications, broadcasting, criminal law, freedom of information, human rights and equal opportunity.
- Never steal other people's work. Use the internet in a manner that does not infringe copyright, including not distributing, sharing, content (such as music and other audio materials and video materials) or software.
- Never steal anyone's identity. Do not intentionally use another person's credentials, or impersonate or falsely represent oneself as another user.
- Never betray other people's confidence or secrets or privacy. Do not intentionally breach, through the use of the internet, the confidential information of other people.
- Treat other people ethically and with respect. Don't harass people. Don't bully, threaten, defame, vilify or sexually harass them.
- Keep it clean - stay away from any kind of obscene material. Don't use the internet to create, transmit, access, look for, publish or store electronic material that is obscene according to law.
- Handle all equipment with care. Notify your teacher if any damage occurs, or if something needs attention.
- Do not install any software without permission.

8.3 The misuse of internet and computer equipment may result in disciplinary action in accordance with the Student Internet Usage Agreement and the Student Behaviour

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Management policy.

## **9. BEHAVIOUR MANAGEMENT**

9.1 Expectations for student behaviour are in accordance with the Student Behaviour Management Policy available on the school website and include the following:

- Students must adhere to the Student Code of Conduct.
- The environment at The Avenue School is respectful and safe.
- Students are not subjected to bullying and/or harassment.
- Students are participating in learning to the best of their abilities.
- Students are able to work free from disruptions from fellow students.
- Any form of corporal punishment is prohibited.
- Students will be afforded procedural fairness.

## **10. LUNCH AND BREAK TIME ARRANGEMENTS**

10.1 Parents/guardians may provide signed consent for students to leave The Avenue School premises during break times to attend shops or facilities in the Ferntree Gully Village precinct.

10.2 Students who are granted this permission may have it revoked if they do not return to The Avenue School in time for classes, according to their timetable, or if their behaviour warrants the removal of the permission.

## **11. HEALTH AND MEDICAL TREATMENT**

11.1 The Avenue School will notify the Parent/Guardian of any injury or illness the student may suffer at The Avenue School, which warrants major staff intervention.

11.2 If, during the period of enrolment, the physical and/or mental health of the student changes at any time, the Parent/Guardian will notify The Avenue School and provide any relevant medical information or reports in a timely manner.

11.3 In the event the student is involved in a medical emergency and the Parent/Guardian or nominated contact person cannot be reached, The Avenue School can take action and incur expenditure as it considers necessary in the best interests of the student. The Parent/Guardian will indemnify The Avenue School for the cost of any such treatment or action taken (e.g. Ambulance expenses).

## **12. OFF-SITE ACTIVITIES**

12.1 The Parent/Guardian authorises The Avenue School to take the Student on Local Off-site Activities which are within a 5km radius of The Avenue School, within usual school hours and do not involve adventure-type activities.

## **13. COMMUNICATION & PRIVACY**

13.1 The Parent/Guardian is required to provide copies of all existing court or parenting orders or parenting plans at the time of enrolment and during the period of enrolment.

13.2 From time to time The Avenue School may wish to include photographs and/or audio/visual of the student captured with or without their name in print and online for purposes of promotion, sharing news and celebrating achievements. The Parent/Guardian consents to such use and disclosure of the student's photographs and/or audio/visual unless such

consent is expressly withdrawn via written notification to The Avenue School.

- 13.3 The Avenue School will not disclose any information in relation to the student to any party other than the Parent/Guardian and those supplied as part of the referral and enrolment process, subject to the Privacy Policy and its other legislative obligations. The Avenue School is, at times, required to disclose student information to Mountain District Learning Centre (MDLC).
- 13.4 In order to ensure the ongoing health, wellbeing and enrolment of the Student at The Avenue School, the Parent/Guardian agrees to keep The Avenue School informed and maintain open communication in regard to all relevant information and issues relating to the student.
- 13.5 Changes to contact details including the Parent/Guardian's place of residence, telephone and mobile phone numbers and email addresses will be communicated to The Avenue School office when the change occurs.
- 13.6 Enrolment at The Avenue School is undertaken with knowledge, understanding and acceptance of The Avenue School Information Collections Statement and Privacy Policy, available on The Avenue School website.

#### **14. ATTENDANCE**

- 14.1 If students are sick or will be absent for any other legitimate reason, they (or their parent/guardian) are required to contact The Avenue School prior to their scheduled class with an explanation.
- 14.2 If notification of absence is not received within 15 minutes of class starting an SMS notification will be sent to the student's parent/guardian advising of the student's absence with a request to contact reception to explain the absence.

#### **15. COMPLAINTS HANDLING**

- 15.1 The Avenue School is committed to processing all complaints and concerns promptly, transparently and applying procedural fairness.
- 15.2 The Avenue School Complaints Handling policy is available on the school website and detailed in The Avenue School Handbook.

#### **16. ACADEMIC INTEGRITY**

- 16.1 The Avenue School students are required to undertake studies and research with honesty and integrity by:
- Ensuring that course work is in no way falsified.
  - Seeking permission to use the work of others, where required.
  - Acknowledging appropriately the work of others.
  - Taking reasonable steps to ensure that other students are unable to copy or misuse their work.
- 16.2 If a student has been found to have acted dishonestly the teacher and Principal are required to take corrective action which may include:
- Marking the work N (not yet complete).
  - Not marking the work that contains plagiarised material.
  - Asking the student to resubmit the work in whole or in part.

#### **17. TERMINATION OF THE ENROLMENT AGREEMENT**

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17.1 The following breaches of the terms of enrolment, as determined by the Principal and with the endorsement of the Board of The Avenue School, will result in termination of the enrolment:

- Non-payment of fees (except when a Fee Waiver has been granted by the Board of The Avenue School).
- Serious breaches of either the Student or Parent/Guardian Code of Conduct.
- Unacceptable behavior leading to expulsion (as per the Student Behaviour Management Policy).

**18. FURTHER INFORMATION**

Enrolment Agreement	Attendance Policy
Enrolment Form	Off-Site Activities, Excursions & Camps Policy
Student Behaviour Policy	Student Academic Honesty Policy
Student Code of Conduct	Privacy Policy
Internet & ICT Agreement	Child Safety & Wellbeing Policy
Complaints Handling policy	Student Education Support Policy

Other policies are available on the school website.

**Declaration and endorsement of this Enrolment Agreement**

I hereby agree to the terms and conditions as set out in the Enrolment Agreement

Parent/Guardian signature(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_