



CATHOLIC EDUCATION
Archdiocese of Canberra & Goulburn

Enrolment Contract

Terms and Conditions

Foreword

Catholic Education is a ministry of the Catholic Church. We are part of the Church's mission to share the Good News of Jesus Christ with all the world. In seeking to enrol in a Catholic school you are responding to an invitation for you and your family to be part of the life of a Catholic school. Education in a Catholic school involves learning and the development of key skills but importantly also involves a relationship between the teachers, the parents/care givers, and the child. In this relationship our shared goal is the flourishing of each child, who is the focus of education. In our vision of education, the flourishing of the child takes place in the context of their relationships, friendships, and the educational setting. The shared focus is inherently relational rather than legal.

Catholic schools exist in a broader context shaped in part by legislative and regulatory requirements. From January 2023 enrolment contracts are a legislative requirement of enrolment for students in non-government schools in the Australian Capital Territory. For clarity and consistency, the same enrolment approach is being adopted for every student enrolment in Catholic schools in the Archdiocese of Canberra and Goulburn.

Definitions

Definitions are set out in Schedule One.

Background

Catholic education is intrinsic to the mission of the Catholic Church. The School is a Catholic school in the Archdiocese of Canberra and Goulburn that is founded in the Catholic faith and Catholic traditions and is registered under the relevant state or territory Education Act. The proprietor of the School is Catholic Archdiocese of Canberra and Goulburn Education Limited ABN 60 675 797 734 (the Company and Proprietor). The Proprietor is responsible for the operation of 56 schools, 9 early learning centres, 3 school aged care services and the Catholic Education Office, collectively referred to as Catholic Education Canberra Goulburn or CECG.

The Parent wishes to enrol the Student at the School to participate in the educational program and receive the benefit of the educational services delivered by the School.

The Principal of the School agrees to enrol the Student at the School in accordance with the Terms and Conditions set out in this Enrolment Contract. The Student cannot be enrolled at the School or attend the School until at least one person with Parental Responsibility for the Student has signed an Enrolment Contract, or an exemption from this requirement is approved by the Executive Director of Catholic Education.

Date of Effect

This Enrolment Contract takes effect on the date on which the last party to sign it does so.

Enrolment

1. Upon execution of this Enrolment Contract the School will:
 - a. formally enrol the Student at the School and enter the Student's details on the School's enrolment register;
 - b. facilitate the Student's participation in the educational programs and educational services delivered by the School on the days that the School is operating during the School Term whilst the Student remains enrolled at the School;
 - c. facilitate electronic access for the Parent to the student administration system in place at the School that contains information about activities at the School, news, events and the Student's educational progress;
 - d. provide a written report to the Parent at least twice each year about the Student's academic achievements; and
 - e. facilitate opportunities for the Parent to participate in formal Parent/Teacher interviews during Parent/Teacher interview times each year.
2. The development and implementation of the educational programs, school activities and school events are the responsibility of the Principal, working in collaboration with staff at the School.
3. The Principal may change the programs, services, activities or events that the School offers or the mode of delivery of the curriculum, subjects and/or courses if the Principal of the School is of the view that it is appropriate to do so.
- b. ensure the Student has the required school uniforms, school bag, stationery, and any books and/or electronic devices not otherwise supplied by the School;
- c. take all reasonable steps to ensure that the Student attends the School or otherwise participates in the educational program delivered by the School on each day that the School is open during the School Term. This will normally require attendance at the School campus by the Student though may at times involve attendance at events, excursions, activities or placements approved by the Principal of the School (or their delegate);
- d. if the Student is unable to attend the School on a day that it is open during the School Term because of illness or injury, notify the School of the cause of the Student's non-attendance or non-participation as soon as possible, and no later than three school days from the day on which the non-attendance started.

Provision of Information by the Parent

5. The Parent will provide all relevant information to the School that:
 - a. may assist the School to understand the Student, to meet their individual needs and support their learning;
 - b. relates to the Student's living arrangements and day to day care, including but not limited to, Family Court orders or similar court orders that are in place relating to the Student and/or Parent;
 - c. relates to a communicable infection or disease the Student has had whilst attending the School during the School Term, and will otherwise ensure that the Student complies with any appropriate exclusion periods from School relating to the communicable infection or disease.

Attendance and Participation

4. While the Student is enrolled at the School, the Parent will:
 - a. ensure the Student participates in the educational program delivered by the School, including those aspects of the program that relate to religious education, faith and Catholic identity;

Authorisation

6. The Parent authorises the School to:
 - a. collect information about the Student for the purposes of delivering educational programs and services;
 - b. contact previous schools the Student has attended to obtain information about the Student, their behaviours, well-being and their approach to learning to assist the School to understand and meet the Student's needs;
 - c. in the case of Medical Emergencies, if the School is unable to contact the Parent, take whatever action the School deems appropriate to address the immediate health, safety and wellbeing of the Student. The Parent agrees that they will pay any and all costs associated with medical treatment for the Student in these circumstances;
 - d. search the Student's personal belongings where a reasonable belief is formed that it is necessary to do so and in line with relevant CECG or Company Policy; and
 - e. if the Student brings prohibited, inherently dangerous and or illegal items to the School, confiscate those items at the School's discretion and in line with relevant CECG or Company Policy.

Acknowledgments

7. The Parent acknowledges that:
 - a. the Parent will be encouraged to engage in the life of the School through participation in events such as Mass, liturgies, sports carnivals and school assemblies;
 - b. as the Student's first and most important educator, the Parent should actively support the Student's learning;
 - c. when volunteering at the School, attending events or otherwise participating in the life of the School the Parent must act in accordance with any applicable policies, codes of conduct or procedures in place, and any directions given by the Principal or staff at the School;
 - d. any behaviour by a Parent or any other person that is disrespectful, threatening, harassing or inappropriate may result in access to the School being restricted or revoked and that restrictions on participation in School activities and communication with staff may be put in place in the School's absolute discretion; and
 - e. the School is not responsible for enforcing court orders and staff will not become involved in disputes involving family members.

Student Conduct

8. The Parent will take steps to ensure, to the best of their ability, that the Student conducts themselves in a manner that does not cause physical or psychological harm to themselves or others.

Fees, Levies and Charges

9. The Parent will pay all school fees, levies and charges associated with the Student's education at the School when the fees, levies and charges are due, unless the Parent has entered into an alternative arrangement that has been approved by the School and/or has been approved for a fee concession through the fee concession process at the School.
10. School fees, levies and charges will be subject to change over the course of the Student's enrolment and will be reviewed and updated on an annual basis at least. Where possible the Parent will be notified of changes to fees and levies during the calendar year prior to changes being effected.
11. Where more than one Parent has signed this Enrolment Contract with the School in relation to the Student's enrolment
 - a. each Parent is jointly and severally liable for School fees, levies and charges associated with the Student's education;
 - b. an invoice will be issued to both Parents for 100% of the School fees, levies and charges unless the Parents have entered into a Split Billing Agreement per Schedule Two of this Enrolment Contract, and that Split Billing Agreement has been signed by both Parents and the Principal of the School or their delegate; and
 - c. if this occurs, the Parent will only be liable for their proportion of the School fees, levies and charges payable under the Split Billing Agreement.
12. Any subsequent Split Billing Agreements between the Parents are effective only if signed by both Parents and the Principal (or their delegate). The Split Billing Agreement is effective from the date set out in the Split Billing Agreement.
13. Subject to the terms of any Split Billing Agreement, the Parent will pay any and all outstanding fees, levies and charges incurred by the Parent whilst the Student is a student at the School, even after the Student is no longer enrolled at the School. This includes any expenses incurred by the School as a result of late or non-payment by the Parent, or any associated charges incurred through formal collection or fee recovery processes. The School reserves the right to charge an administration fee in the case of late payments.

14. The Parent acknowledges that the School has the discretion to utilise formal collection or fee recovery processes should fees and/or charges remain outstanding for extended periods of time, if no other arrangements are put in place through an approved payment plan or the School's fee concession processes.
15. Families may qualify for discounts if multiple children from the same family are enrolled in CECG schools under the School Fees and Levies Policy as amended from time to time.
16. Generally fees, levies and charges are payable in advance, with invoices issued to families within the first few weeks of each School Term unless alternative arrangements have been put in place at the School.
17. The School is part of a CECG system of schools and government funding and other income, including school fees, may be distributed among member schools according to need.

Full Fee Paying Overseas Students

18. Students on an Australian Visa not covered by Recurrent Government Funding will be invoiced full fees and the Parent must pay these fees prior to the start of each School Term. There are no refunds or concessions available for Full Fee Paying Overseas Students.

Ending the Enrolment of the Student

19. The Student will remain enrolled at the School until:
 - a. the Student completes their education at the School and graduates from the School;
 - b. the Student is withdrawn (in the Parent's absolute discretion and for any reason) from the School in accordance with clause 22 and 23 of this Enrolment Contract;
 - c. the Student is expelled from the School or excluded from the CECG school system in accordance with the Behavioural Support, Suspension and Expulsion Policy; or
 - d. this Enrolment Contract is terminated by the Principal of the School in accordance to clauses 24 to 26 of this Enrolment Contract.
20. If the Student graduates from the School, is withdrawn from the School, is expelled from the School or the Enrolment Contract is terminated by the School, the enrolment of the Student at the School automatically ceases from the last day that the Student attends the School.
21. School fees, levies and charges will continue to accrue up to and including the last day on which the Student attends the School.

Withdrawal

22. If a Parent wishes to withdraw the Student from the School the Parent must provide formal written notice to the School, in the form required by the School, at least 2 weeks prior to the Student's final day at the School.
23. If more than one Parent has signed this Enrolment Contract, and a Parent wishes to withdraw the Student from the School, they may only do so with written consent of the other Parent.

Termination by the School

24. The Principal of the School may terminate this Enrolment Contract if:
 - a. the Parent breaches a term of this Enrolment Contract; or
 - b. School fees for the Student or a member of the Student's immediate family are outstanding for a period of six months or more (where no fee concession has been granted or payment plan agreed to by the School); or
 - c. mutual trust and confidence between the Parent and the School has irretrievably broken down; or
 - d. the Parent engages in disrespectful, threatening, harassing or inappropriate behaviour towards students, other parents or staff of the School including through email, social media or other online platforms; or
 - e. they are authorised to do so by the operation or a requirement of an Australian law (eg a Visa requirement).
25. Before making a decision to terminate this Enrolment Contract the Principal will ensure that the Parent and the Student:
 - a. are informed of reason/s the Principal is considering terminating this Enrolment Contract; and
 - b. are provided with the opportunity to respond to those reasons, including the opportunity to inform the Principal of the effect on the Student of ending the Student's enrolment at the School.
26. The Principal will consider the responses of the Parent and Student prior to making a decision to terminate this Enrolment Contract.

Variation

27. The School may vary the Terms and Conditions of this Enrolment Contract if a Notice of Change to the Enrolment Contract is sent to the Parent's nominated contact email or postal address at least one school term in advance of any variation coming into effect.

General acknowledgement

I acknowledge that I have read and understood this Enrolment Contract, and that by signing below I agree to be bound by the Terms and Conditions of this Enrolment Contract:

Parent A Signature:	Relationship to Student:	Date:
Parent B Signature:	Relationship to Student:	Date:
Principal (or Delegate) Signature (on behalf of the Proprietor of the School ABN: 60 675 797 734):	Name of School:	Date:

Schedule One - Definitions

CECG means Catholic Archdiocese of Canberra Goulburn Limited consisting of 56 schools, 9 early learning centres, 3 school aged care services and the Catholic Education Office.

Disrespectful means behaviour that shows a lack of respect or courtesy.

Enrolment Contract means this enrolment contract.

Harassing means behaviour that demeans, offends, humiliates or embarrasses another.

Inappropriate means behaviour that is not within the bounds of what is considered appropriate or acceptable.

Joint and Several means each Parent is liable separately, and both Parents are liable jointly, for the payment of fees and the School may recover fees from one or both Parents separately, or both parents jointly at the School's discretion.

Medical Emergency means an acute injury or illness that poses an immediate and serious risk to the Student's life, health or well-being.

Parent [insert name and address of Parent A and Parent B].

[Note: for the purposes of this Enrolment Contract a Parent may be an adult with shared, primary or sole Parental Responsibility for the Student, or day to day responsibility for the Student's care. This can include a biological parent, a legal guardian, a carer, a foster parent or a step parent. When the term Parent is expressed in the singular it includes the plural (if more than one Parent is executing this Enrolment Contract) and vice versa]

Parental Responsibility means all the duties, powers, responsibilities and authority which by law, parents have in relation to children.

Proprietor and Company means Catholic Archdiocese of Canberra and Goulburn Education Limited ABN 60 675 797 734.

School [insert name of school]

Split Billing Agreement means the formal division of School fees and charges on a percentage basis between Parents. Split Billing Agreements must be entered into by Parents in accordance with school-based policies. Split Billing Arrangements may be amended from time to time with the consent of both Parents and the School. Split Billing Arrangements, properly agreed and executed and approved, will override the joint and several liability of both parents in relation to the payment of school fees and charges, and will impose binding obligations on each parent as part of this Enrolment Contract.

Student [insert name of student and DOB]

School Term means the periods of time each year when the School is open and students are in attendance at the School. Each calendar year is generally broken into four school terms.

Terms and Conditions means the terms and conditions in this Enrolment Contract.

Threatening means behaviour that a person feels is hostile or intimidating.

Unreasonable means behaviour that a person feels is beyond the limits of acceptability or fairness.

Schedule Two – Application to set up a Split Billing Agreement

Parent A and Parent B, as identified in the table below, request the school fees account for the Student, as identified in the table below, to be split in accordance with the information provided in this Application.

Parent A and Parent B accept that approval of this Application by the Principal sets an ongoing responsibility of both Parents in relation to the payment of all school fees, levies and charges relating to the Student at the School and imposes binding obligations on each party. In the absence of this Application being made and accepted each Parent that signs an Enrolment Contract for a Student remains joint and severally liable for all school fees, levies and charges relating to the Student.

School Name:

Student Name:

Date split billing applies from (Commencement):

We request:

Parent A

% of Fees	Parent Name	Parent Address

Parent B

% of Fees	Parent Name	Parent Address

Note: total % must add up to 100%

Parent A and Parent B acknowledge that acceptance of this Application is at the discretion of the School. Applications for Split Billing that have been reached through mediation or legal processes are likely to be supported. Applications that have not been reached with the genuine consent of both parties or are determined to be attempts to avoid or delay the payment of school fees will not be considered.

This Application must be signed by both Parents before it can be considered by the School.

Please contact the Principal or Secondary Bursar or Business Manager to discuss your circumstances if you cannot afford payment of full fees.

Note: No student will be refused enrolment because of an inability, as distinct from an unwillingness, of a Parent to meet their school fee commitments.

Declaration

I accept that this is a request to apportion financial liability for school fees, levies and charges between Parent A and Parent B and agree to be invoiced and make payments for all school fees, levies and charges according to the above terms including any expenses incurred by the School as a result of late or non-payment. I acknowledge that I have read and understood the Enrolment Contract and the Split Billing Agreement and that by signing this I agree to be bound by these obligations:

Parent Signature:	Relationship to Student:	Date:
Parent Signature:	Relationship to Student:	Date:
Principal (or Delegate) Signature (on behalf of the Proprietor of the School ABN: 60 675 797 734):	Name of School:	Date:

Principal comment (if Application is not approved)