

MOUNTAIN DISTRICT COMMUNITY COLLEGE



Mountain District
COMMUNITY COLLEGE

ENROLMENT AGREEMENT

Parties: MOUNTAIN DISTRICT COMMUNITY COLLEGE and

Student name: _____

Please complete and attach required documentation and return to Mountain District Community College.

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 MDCC.
- 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 MDCC.
- 1.4 **“Student”** means the student named in the Enrolment Agreement.
- 1.5 **“The Principal”** means the Principal of MDCC, or the Principal’s authorised representative.
- 1.6 **“MDCC”** means Mountain District Community College.
- 1.7 **“Parent/Guardian”** refers to a person legally responsible for the Student.

2. PHILOSOPHY

2.1 Mountain District Community College...

Recognises the individuality of all students, their potential and their right to continue their education pathway in an environment that promotes their success.

Provides an alternative education environment that engages young people by creating a sense of belonging with flexible, individual education pathways designed to promote skills, knowledge and self-confidence.

Believes that young people should have the opportunity to positively engage in education regardless of their life circumstances.

Believes that education should not just focus on academic attributes but on the whole person by providing active support for the student’s social and emotional development.

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 MDCC Handbook which may be changed during the period of enrolment at the discretion of MDCC.
- 3.3 If the Parent/Guardian wishes to withdraw the Enrolment the Parent/Guardian must provide written notice.

4. EDUCATIONAL and SUPPORT SERVICES

- 4.1 MDCC is an Independent Specialist School offering Year 10, Victorian Pathways Certificate (VPC) and VCE Vocational Major (VCE VM). MDCC offers a hands-on learning approach that highlights kinesthetic learning. MDCC education is tailored to the needs of young people from 14 to 20 years of age who have disengaged from mainstream education and may have social or emotional needs that prevent them from thriving in mainstream schools.
- 4.2 Students at MDCC are offered various learning approaches. Within the curriculum framework students undertaking the VPC and VCE VM are required to undertake a Vocational Education and Training (VET) component as outlined by the Victorian Curriculum and Assessment Authority (VCAA). MDCC students have the ability to engage in either an external VET course, VET run onsite by MDLC or both VET courses to maximise their educational opportunities. Year 10 students are required to undertake a VET course to meet the minimum instructional time as outlined by the VCAA and timetabled by MDCC.
- 4.3 Support services available to the student include:
- Youth Worker support
 - Education Support Workers within the classroom
 - Access to external support systems
 - Course and Career Information
 - Sub-programs offering elective opportunities
 - Most resources provided including technology options
 - Breakfast program
 - Foodbank
- 4.4 Reasonable adjustments in assessment can be made to meet the needs of individual students. This includes factors such as learning styles, physical or intellectual ability, language, literacy and numeracy levels, cultural background or socio-economic factors.
- Individual student needs may be identified at the enrolment interview and throughout the student's time at MDCC. **Holistic Educational Learning Approaches (HELA)** used at MDCC will assist staff in creating **Individualised Learning Programs (ILP)** specific to the student.
- 4.5 Special provision allows eligible students with the opportunity to demonstrate their learning and achievement through assessment to complete their educational program. Students who may be eligible include students who are adversely accepted by:
- Acute or chronic illness (physical or psychological)
 - Any factors relating to personal environment
 - An impairment or disability including learning disabilities

Students deemed eligible will still need to complete all work related to satisfactory completion of all outcomes.

Details of the Education Curriculum and Student Support Services are included in the MDCC handbook. MDCC policies are available on the MDCC website.

5. FEES AND CHARGES

Summary of Fees for all programs

	Full Fee \$	Concession \$
Annual Fee	750.00	125.00
Resources (inc GST)	200.00	200.00
Amenities	50.00	50.00
Total Payable	1000.00	375.00

- 5.1 There may be additional costs for excursions or camps that arise across the year.
- 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 programs outside MDCC will be required to cover all material fees as outlined in the invoice. MDCC will cover VET tuition fees on the basis students are attending their VET course.
- 5.4 If the Student is enrolled at MDCC halfway through the school year, 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 via Centrepay or Direct Debit.
- 5.7 The Student will not be permitted to re-enroll 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.
- 5.15 Students/parents/guardians have options for payments including Cash, Cheque, Direct Debit/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.
- 5.16 In the 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.

- 5.17 Parents/guardians/students who have difficulty paying the minimum fee may negotiate an arrangement with the Principal.

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 MDCC.

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.
- Return from breaks on time.
- Notify MDCC if unable to attend scheduled classes.
- Respect the rights, educational opportunities 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.
- Follow the ICT agreement in relation to all borrowed I.T devices including school laptops.

Students must not:

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

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:

- MDCC student disciplinary procedures will be implemented.
- The student's enrolment may be suspended or withdrawn at the discretion of the Principal

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

The Mountain District Community College Parent/Guardian Code of Conduct is in place to ensure that parents/guardians work in cooperation with the MDCC 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 MDCC including Child Safe initiatives;
- Be respectful and courteous towards all 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 MDCC members of staff;
- Raise concerns about student behavior or student welfare with the Principal, Assistant Principal or another staff member.
- Refrain from personally addressing issues between students;
- Refrain from using social media to bully or fuel criticism of individual people associated with MDCC;
- Make reasonable efforts to ensure that their children comply with the MDCC Student Code of Conduct and the Bullying and Harassment and Internet Use policies.
- Observe the stated MDCC procedures for raising and resolving a grievance/complaint;
- Encourage students to attend MDCC on time and consistently;
- Inform the MDCC office of changes to emergency and other contact details;
- Notify MDCC of concerns relating to the student's health, mental health or other needs that may impact on the student's learning and wellbeing;
- Notify MDCC of any changes to the student's key welfare workers as may be applicable.
- Engage with school communication platforms to assist the educational needs of the student.
- Be responsible for the timely payment of any school fees or costs as outlined in section 5: Fees and Charges.

While MDCC seeks the co-operation of parents/guardians in adhering to the code, a serious breach, as determined by the Principal and endorsed by the Board, may result in prohibiting access to MDCC or the termination of student enrolment.

8. USE OF ICT AND INTERNET AGREEMENT

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

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

- Use the internet for study and learning as directed by staff 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 Behaviour Management policy.

8.4 Students who opt to lease a school laptop will be required to complete the Laptop Lease Agreement and be solely responsible for the care and usage of this device under this agreement. This device must remain onsite at all times and in a locked locker when not in use, provided by MDCC.

9. BEHAVIOUR MANAGEMENT

9.1 Student behaviour must be of a standard that ensures the following expectations are met:

- Students adhere to the Student Code of Conduct.
- The environment at MDCC is safe and respectful.
- Students are not subjected to bullying and/or harassment.
- Students are participating and on track to achieve required outcomes.
- Students are able to work free from disruptions from fellow students.

9.2 Students who have educational, health, wellbeing or behaviour issues who require a modification to their learning program will be supported with a **Individual Education Plan (IEP)** which will provide details of the agreed modifications, including agreed behaviour management strategies. If it is a requirement of a IEP plan for a student to have a time out break outside the classroom the student will be supported by the Student Support Worker (SSW).

9.3 A disciplinary response is warranted when the student's behaviour becomes significant enough to disrupt the educational structure of the session and other students ability to learn, participate and feel safe and may include:

- Incidences of bullying or harassment.
- Constant disruptions or attention seeking behaviour.
- Rude or disrespectful behaviour or attitudes.
- Consistent refusal to participate in class work or activities.
- Displays of violence or intimidation.
- Damage to equipment, furnishings or facilities.
- Failure to follow reasonable, clear instructions of a staff member.

9.4 MDCC staff will ensure that breaches of the Student Code of Conduct are addressed in the following ways:

1. A verbal warning/reminder will be given by the teacher in the classroom with reference made each time to the nature of the breach.
2. The student will be removed from the educational setting and be given the opportunity to discuss their behaviour and needs and their ability to continue learning in a safe and productive manner.
3. If a student continues the behaviour or if the student's behaviour has been consistently inappropriate, unsafe or causing disruption, a member from the Principal team may send the student home for the rest of the day.

9.5 When a student is sent home for a third time the Parent/Guardian will be contacted to attend a mandatory meeting between the Principal, Youth Worker and Student.

1. Students will be given the opportunity to explain their actions and any mitigating circumstances. An overview of the student's response will be recorded along with an incident report.
2. Students will be placed on a Behaviour Contract. It will be made clear that a further breach of the Behavior Contract will result in the student's being suspended with a conditional return or that their enrolment at MDCC being withdrawn.

3. A signed copy of the Behaviour Contract will be placed on the student's file. Refusal to sign the Behaviour Contract will constitute a further breach and the student's enrolment will be withdrawn.
- 9.6 A student who consistently compromises the safety and order of the education program may be suspended from attendance at MDCC. Suspension will be implemented in order to protect the learning environment for remaining students and allow effective teaching to continue.
- 9.7 The Parent/Guardian will be contacted to attend a mandatory meeting between the Principal, Youth Worker and Student in all cases of exclusion. Instances of exclusion, either suspension or expulsion must be approved of by the Principal in consultation with teaching staff and youth workers.
- Students who have been placed on suspension will be required to undertake a Restorative Intervention process with the Youth Worker prior to their return. A student behavior contract will be put in place. If the student shows unwillingness to participate, expulsion may be considered.
- 9.8 Grounds for exclusion from school include:
- behaving in such a way as to pose a danger, whether actual, perceived or threatened, to the health, safety or wellbeing of any person;
 - causing significant damage to or destruction of property;
 - committing or attempting to commit or is knowingly involved in the theft of property;
 - possessing, using, selling or deliberately assisting another person to possess, use or sell illicit substances or weapons;
 - failing to comply with any clear and reasonable instruction of a staff member so as to pose a danger, whether actual, perceived or threatened, to the health, safety or wellbeing of any person;
 - consistently engaging in behaviour that vilifies, defames, degrades or humiliates another person;
 - consistently behaving in an unproductive manner that interferes with the wellbeing, safety or educational opportunities of any other student.
- 9.9 Instant dismissal or expulsion from MDCC activities could occur for acts of serious and willful misconduct. These will include theft, physical assault and attendance under the influence of drugs or alcohol. Highlighting of these examples does not diminish or exclude other instances. In the case of a dispute over disciplinary action, the matter will be referred to the Board of Directors for resolution. Such resolution will be deemed as final.

10. LUNCH AND BREAK TIME ARRANGEMENTS

- 10.1 Parents/guardians may provide signed consent that gives permission for students to "sign out" and leave MDCC premises during break times to attend shops or facilities in the Ferntree Gully Village precinct.
- 10.2 Students may have this permission revoked if they do not return to MDCC in line with the scheduled timetable of classes.
- 10.3 Students whose behaviour does not uphold the standards outlined in the Student Code of Conduct off-site during break times may have this permission revoked.
- 10.4 Students will behave in a manner that does not bring the good reputation of the college in disrepute.

11. HEALTH AND MEDICAL TREATMENT

- 11.1 MDCC will notify the Parent/Guardian of any injury or illness the student may suffer at MDCC, 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 MDCC 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, MDCC can take action and incur expenditure as it considers necessary in the best interests of the Student. The Parent/Guardian will indemnify MDCC for the cost of any such treatment or action taken (e.g. Ambulance expenses).

12. OFF-SITE ACTIVITIES

- 12.1 The Parent/Guardian authorises MDCC to take the student on Local Off-site Activities which are within a 5km radius of MDCC, 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 MDCC 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 MDCC.
- 13.3 MDCC 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. MDCC will, at times, be required to disclose student information to MDLC.
- 13.4 In order to ensure the ongoing health, wellbeing and enrolment of the student at MDCC, the Parent/Guardian agrees to keep MDCC 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 MDCC office when the change occurs.
- 13.6 Enrolment at MDCC is undertaken with knowledge, understanding and acceptance of the MDCC Information Collections Statement and Privacy Policy, available on the MDCC 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 MDCC 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 AND GRIEVANCES

- 15.1 MDCC is committed to processing all complaints and grievances promptly, transparently and applying procedural fairness.
- 15.2 The current MDCC Complaints and Grievances Policy is available on the MDCC website and detailed in the MDCC Handbook.

16. CHEATING AND PLAGURISM

- 16.1 MDCC 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; and
 - 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 NYC (not yet competent);
 - not marking the work that contains plagiarised material; or
 - asking the student to resubmit the work in whole or in part.

17. TERMINATION OF THE ENROLMENT AGREEMENT

- 17.1 The following breaches of the terms of enrolment, as determined by the Principal and with the endorsement of the Board of MDCC, will result in termination of the enrolment:
- Non-payment of fees (except when a Fee Waiver has been granted by the MDCC Board);
 - Serious breaches of either the Student or Parent/Guardian Code of Conduct;
 - Unacceptable behavior leading to expulsion (as per the Student Behaviour Management Policy).

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: _____