

Enrolment Agreement

Terms and Conditions of Enrolment



1. Definitions

- 1.1. **“Applicant”** means the person/s set out in the Enrolment Agreement being the Parent/s and/or Guardian/s of the Student listed in the Agreement and if more than one, each of them jointly and severally. An applicant can also include an Independent Student.
- 1.2. **“College”** means Lavalla Catholic College.
- 1.3. **“Enrolment Agreement”** means the Agreement comprised of these Terms and Conditions of Enrolment (and College policies, procedures, guidelines and codes) by which the Applicant agrees to be bound.
- 1.4. **“Fees”** means the Global fee.
- 1.5. **“Fees Agreement”** means the Agreement signed by Applicant or other person(s) who will be responsible for the payment of all fees and levies as set out in the Fees and Charges brochure.
- 1.6. **“Student”** means the student named in the Enrolment Agreement.
- 1.7. **“Terms and Conditions of Enrolment”** means these Terms and Conditions of Enrolment including any subsequent amendments made by the College.
- 1.8. **“The Principal”** means the Principal of Lavalla Catholic College, or the Principal’s authorised representative (where applicable).

2. Educational Services

- 2.1. The College is proud of its provision of a holistic Catholic education that strives to meet the needs of students and families in the Latrobe Valley, through offering both academic and vocational pathways underpinned by pastoral and spiritual programs.
- 2.2. Parents/guardians, as the first educators of their children, enter into a partnership with the College to promote and support their child’s education. Parents/guardians must assume responsibility for maintaining this partnership by supporting the College in the provision of education to their children within the scope of the College’s registration and furthering the spiritual and academic life of their children.
- 2.3. Additional information in relation to the educational services provided by the College is contained in the College Prospectus (available on the College Website).

3. Enrolment

- 3.1. The Applicant is required to provide particular information about their child during the enrolment procedure, both at the application stage and if the College offers your child a place. Please note that lodgement of the online enrolment form does not guarantee enrolment at the College. If the information requested is not provided, the College may not be able to enrol your child.
- 3.2. After lodgement of the online enrolment form, College staff may need to request further information, for example in relation to any parenting agreements or Court orders, medical conditions or additional learning needs that have been noted on the online enrolment form. Any additional needs your child may have should be discussed with the College prior to an offer of enrolment being made.
- 3.3. The order of priority for enrolment at the College is detailed in the College’s Enrolment and Exclusions Policy (available on the College website).

- 3.4. In signing the Enrolment Agreement, the Applicant agrees to the College's policies which may be changed during the period of enrolment at the discretion of the College.
- 3.5. The College's policies do not form part of the Enrolment Agreement.

4. Terms and Conditions of Enrolment Regarding Provision of Accurate Information

- 4.1. It is vitally important that the Principal is made aware of each Student's individual circumstances insofar as these may impact upon their physical, functional, emotional, or educational needs, particularly where the College is required to provide additional support to the Student.
- 4.2. The Applicant must provide accurate and up-to-date information when completing the online enrolment form and must supply the College, prior to enrolment, with any additional information as may be requested, including copies of documents such as medical/specialist reports (where relevant to the Student's schooling), reports from previous schools, court orders or parenting agreements. Provision of requested documentation is regarded as a condition of enrolment, and enrolment may be refused or terminated where an Applicant has unreasonably refused to provide requested information or knowingly withheld relevant information from the College.
- 4.3. Where, during the course of a Student's enrolment, new information becomes available that is material to the Student's educational and/or safety and wellbeing needs, it is a term of the Student's continuing enrolment that such information is provided to the College promptly. Non-provision of such information will be treated as a breach of the terms and conditions of enrolment.
- 4.4. The provision of an inaccurate residential address or failure to provide an updated residential address for the Student will also be treated as a breach of the terms and conditions of enrolment.
- 4.5. In the event the Applicant is not the natural parent/guardian of the Student, copies of supporting documentation evidencing legal guardianship of the Student must be supplied to the College with the online enrolment form. The provision of misleading representation in relation to the guardianship of, or living arrangements of, the Student may result in the College suspending or terminating the enrolment of the Student, including where the College is not satisfied that a responsible adult of good character is providing adequate supervision and care for a student.
- 4.6. Any breach of the terms and conditions of enrolment regarding the provision of accurate information that is not rectified upon request by the College may result in a suspension or termination of enrolment.

5. Period of Enrolment

- 5.1. The enrolment of the Student, once approved by the Principal of the College, commences in the entry year, and continues until completion of the last year at the College or until the Student's enrolment is otherwise withdrawn or terminated.

6. Fees and charges

- 6.1. A Fees Agreement is to be signed by the Applicant or other person(s) who will be responsible for the payment of fees as set out in the Global Fees brochure (available on the College website). Where there is more than one Applicant or other person(s) named in the Fees Agreement, both will be jointly and severally liable for the College's fees and any other charges.
- 6.2. All fees are due and payable on the dates set out in the Global Fees brochure unless another arrangement has been made in writing between the Applicant or other person(s) names in the Fees Agreement and the College.
- 6.3. The Global Fees brochure identifies all charges and payment options available for managing fees.
- 6.4. The College offers a two tiered Global Tuition Fee (Years 7-9 Tuition and Years 10-12 Tuition).
- 6.5. The Global Fee covers all charges relating to the delivery of education such as materials, fees, VET, VETis, VPC & VM, Year Level camps and retreats.
- 6.6. The Global Fee does not include any extra-curricular or supplementary activities such as music camps, snow camps, private music lessons, Marist sporting carnivals and interstate or overseas trips. Books and uniforms are not included in the Global fee.

- 6.7. The Global Fee is reviewed on an annual basis and notification of any adjustment is sent to the Applicant prior to the end of each year.
- 6.8. The Global Fee is charged as at 1 January each year.
- 6.9. Further information in relation to fees and charges is contained in the College's Global Fees Policy (available on the College website).

7. Child Safe Environment

- 7.1. Our College has a moral, legal and mission-driven responsibility to create nurturing environments where children are respected, their voices are heard, and where they are safe and feel safe.
- 7.2. Every person involved in Catholic education, including all parents/guardians at our College, has a responsibility to understand the important and specific role they play individually and collectively to ensure that the wellbeing and safety of all children is at the forefront of all they do and every decision they make.
- 7.3. The College's child safe policies, codes of conduct and practices set out the commitment to child safety, and the processes for identifying, communicating, reporting and addressing concerning behaviour and allegations of child abuse. These documents establish clear expectations for all staff and volunteers for appropriate behaviour with students in order to safeguard them against abuse.
- 7.4. The College has established human resources practices where newly recruited staff, existing staff and volunteers in the College understand the importance of child safety, are trained to minimise the risk of child abuse, and are aware of the College's relevant policies and procedures. The College also provides ongoing training, supervision and monitoring of staff to ensure that they are suitable to work with students as part of our human resources practices.
- 7.5. The College has robust, structured risk management processes and prescribed by Marist Schools Australia Ltd that help establish and maintain a child safe environment, which involves consideration of possible broad-based risk factors across a wide range of contexts, environments, relationships and activities within which students of the College engage.
- 7.6. The College, in partnership with families, ensures children and young people are engaged and are active participants in decision-making processes, particularly those that may have an impact on their safety. This means that the views of staff, children, young people and families are taken seriously, and their concerns are addressed in a just and timely manner.
- 7.7. The College's child safe policies and procedures are readily available on the College website.

8. Attendance

- 8.1. The Student must attend the College on the dates and between the hours advised by the College. In addition, the Student, and the Applicant if required, must attend and participate in all co-curricular activities including Retreats, Masses / Liturgies, camps, excursions, inter-school activities and public and community events, which may be held on the weekend or before or after normal school hours.
- 8.2. After holiday periods it is expected that the Student will return to the College on the dates fixed for resuming unless permission is obtained from the Principal or their delegate.
- 8.3. The Student is not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the Principal or their delegate.
- 8.4. It is the responsibility of the Applicant to advise the College as soon as practicable if the Student is to be absent for any reason and the estimated length of the absence.
- 8.5. The Student will not be able to attend the College for any period of time during which the Student is suffering from a disease or condition which is contagious through normal social contact or a medical practitioner has recommended the Student not attend.
- 8.6. The Applicant will encourage the Student to take full advantage of the curricular and co-curricular opportunities provided to further their education so that the Student may develop holistically in accordance with Marist teaching.

9. Policies and Procedures

- 9.1. Relevant policies and procedures are available on the College website. For the purposes of this Enrolment Agreement, a reference to the College's policies and procedures also includes processes, codes, guidelines, and any other applicable governance documentation.
- 9.2. The Applicant must comply with, and take all reasonable steps to uphold, the College's policies and procedures, as introduced and amended from time to time, including those concerning or dealing with:
- the care, safety and welfare of students
 - standards of dress, grooming and appearance
 - grievances and complaints
 - social media and the use of information, communication and technology systems
 - student behaviour and conduct and discipline of students
 - parent/guardian behaviour and conduct, including any Code of Conduct as may be published from time to time
 - privacy.
- 9.3. The College has absolute discretion in all its operational and educational matters and offerings as determined by its governing body, Marist Schools Australia Ltd, and subject to relevant delegations to the Principal of the College.

10. Terms and Conditions of Enrolment Regarding Acceptable Behaviour or Conduct

- 10.1. The College is a community that exemplifies the gospel values of love, forgiveness, justice and truth. The College community recognises that everyone has the right to be respected, to feel safe and be safe, and, in this regard, understands their rights and acknowledges their obligation to behave responsibly.
- 10.2. Every person at the College has a right to feel safe, to be happy and to learn, therefore we aim to:
- promote the values of honesty, fairness and respect for others
 - acknowledge the worth of all members of the community and their right to work and learn in a positive environment
 - maintain good order and harmony
 - affirm co-operation as well as responsible independence in learning
 - foster self-discipline and develop responsibility for one's own behaviour.
- 10.3. The College, in consultation with the College community where appropriate, will prescribe standards of dress, appearance and behaviour for the student body.
- 10.4. As a term and condition of your child's enrolment, the Applicant agrees that the Student is required to comply with the College's behaviour aims and code of conduct, and to support the College in upholding prescribed standards of dress, appearance and behaviour and ensure compliance with the Student Code of Conduct.
- 10.5. The Applicant agrees to be responsible for ensuring the Student is aware of all policies and procedures that apply to the Student, including those relating to the student conduct and behaviour and any code of conduct for students, and to actively support the College in the implementation of such policies, procedures and codes of conduct.
- 10.6. The Applicant agrees to comply with any code of conduct for parents/guardians or other policy implemented by the College from time to time which sets out the College's expectations of parents/guardians who have a student enrolled at the College.
- 10.7. The Applicant agrees that any unacceptable behaviour by the Student, or significant and/or repeated behaviour by the Applicant that, in the College's view, is unacceptable and damaging to the partnership between the Applicant and College, or otherwise in breach of the student code of conduct or parent/guardian code of conduct, may result in suspension or termination of the Student's enrolment.

11. Enrolment for Students with Additional Needs

- 11.1. The College welcomes an Applicant who wishes to enrol a child with additional needs and will do everything possible to accommodate the child's needs, provided that an understanding has been reached between the College and the Applicant prior to enrolment regarding:

- the nature of any diagnosed or suspected medical condition/disability, or any other circumstances that are relevant to the child's additional learning needs, for example, giftedness or an experience of trauma
- the nature of any additional assistance that is recommended or appropriate to be provided to the child, for example, medical or specialist equipment, specialist referrals, specific welfare support, modifications to the classroom environment or curriculum, aide assistance, individual education programs, behaviour support plans or other educational interventions as may be relevant
- the individual physical, functional, emotional or educational goals that are appropriate to the child, and how the Applicant and the College will work in partnership to achieve these goals
- any limitations on the College's ability to provide the additional assistance requested.

11.2. The procedure for enrolling students with additional needs is otherwise the same as for enrolling any student.

11.3. As every child's needs can change over time, it will often be necessary for the College to review any additional assistance that is being provided to the Student, in consultation with the Applicant and the Student's treating medical/allied health professionals, to assess whether the additional assistance:

- remains necessary and/or appropriate to the Student's needs
- is having the anticipated positive effect on the Student's individual physical, functional, emotional or educational goals
- remains within the College's ability to continue to provide, given any limitations that may exist.

12. Assessment and Updates

12.1. Opportunities are provided to keep the Applicant up-to-date with the Student's progress. Semester reports, continuous feedback and interviews are available at various times during the school year. In addition, a meeting can be arranged if there are any concerns, or you wish to receive an update on progress.

13. Health and Medical Treatment

13.1. The College will notify the Applicant, or persons named as the emergency contact, of any injury or illness the Student may suffer at the College which warrants staff intervention or a visit to the College Nurse.

13.2. If, during the period of enrolment, the physical and/or mental health of the Student changes at any time, the Applicant will notify the College and provide any relevant medical information or reports in a timely manner. The College reserves the right to assess and determine its ability to provide ongoing education to a student, and reserves the right to require the Applicant to provide the College with information as requested, or to require the Applicant to withdraw the Student for a period of time reasonably required to undergo medical treatment.

13.3. In the event the Student is involved in a medical emergency and the Applicant or persons named as the emergency contact cannot be reached, the College may take action and incur expenditure as it considers necessary in the best interests of the Student. The Applicant will indemnify the College for the cost of any such treatment or action taken.

13.4. The Student is permitted access to the College Counsellors as deemed necessary. The Applicant consents to this service being provided to the Student and understands that there is confidentiality between the Student and Counsellor (if the Counsellor deems that to be appropriate in accordance with their obligations).

13.5. The health and medical records of the Student are contained in the Parent Access Module (PAM). The Applicant is responsible for ensuring that these records are both added to PAM and updated as directed by the College or as circumstances require.

14. Personal Possessions

- 14.1.** It is the responsibility of the Student and the Applicant to take care of any personal possessions including musical instruments, sporting equipment, electronic devices and clothing, and the College is not liable for any loss or damage to this property.
- 14.2.** The Applicant will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the Student.
- 14.3.** The Applicant will indemnify a staff member, contractor, volunteer or another student for loss or damage to personal property caused by the Student.

15. Communication and Privacy

- 15.1.** On occasions, the College may wish to share information in relation to academic and sporting achievements, student activities and similar news in College newsletters/magazines, on our intranet, social media and website and in local newspapers. This may include photographs and videos of student activities such as sporting events, College camps and College excursions. The College will obtain permission for this from the Applicant in the online enrolment form. Permission obtained at enrolment will apply for the duration of the Student's enrolment at the College unless the College is notified otherwise by the Applicant.
- 15.2.** The College will not disclose any information in relation to the Student to any party other than the Applicant, subject to the Privacy Policy (available on the College website) and its other legislative obligations.
- 15.3.** All information pertaining to the Student and the College will be provided to the Applicant in accordance with the Privacy Policy.
- 15.4.** In order to ensure the ongoing health, wellbeing and enrolment of the Student at the College, the Applicant agrees to keep the College informed and maintain open communication in regard to all relevant information and issues relating to the Student.
- 15.5.** The holistic development of the Student in accordance with the Marist tradition remains the priority of the College in carrying out its duty of care to the Student. As such, the College makes no representation or promise regarding any particular academic achievement or level of performance of the Student.

16. Discipline

- 16.1.** The College has absolute discretion to determine when student conduct (including for out of hours behaviour) warrants disciplinary action to be taken. The College may apply disciplinary measures that it deems appropriate in accordance with the College's policies and procedures, which may include:
 - withdrawal of privileges
 - detention at such times as deemed appropriate
 - requiring the student to undertake additional school work during or after normal school hours
 - suspension
 - expulsion
 - such other consequences as the College considers reasonable and appropriate.
- 16.2.** Any serious failure by the Student to comply with the College's policies and procedures may affect the Student's enrolment at the College. The Student may be suspended from attending the College or their enrolment may be terminated.
- 16.3.** The Applicant is expected to support the aims, objectives, Marist and Catholic ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Applicant if, in the opinion of the Principal, the Applicant is found to have breached the applicable parent/guardian code of conduct. Disciplinary action may include a warning, a direction to provide an apology, a direction not to enter the College grounds or termination of enrolment.

17. Independent Students

17.1. An existing Enrolment Agreement will require review when the Student moves to the situation of independent living and becomes an independent student.

18. Grounds on Which the Enrolment Agreement May be Terminated

18.1. The College may terminate the Enrolment Agreement where:

- information is obtained which demonstrates a history of illegal activities or anti-social behaviour by the Student
- relevant information is withheld by the Applicant or information provided is found to be inaccurate
- there is persistent non-compliance by the Student with respect to College policies and procedures and exhaustive attempts for redressing the situation have proved unsuccessful
- there have been one or more incidents or serious misconduct by the Student which endangers the moral or physical safety of other students or staff, or threaten the good order of the College
- there is a significant change in the circumstances of the Applicant and/or the Student which cannot be reasonably accommodated by the College
- there has been a failure of the Applicant to honour the terms and conditions of enrolment and reasonable attempts to redress the situation have been unsuccessful, including lack of resolution regarding non-payment of fees
- there has been a failure to comply with the fees agreement
- a mutually beneficial relationship of trust and co-operation between the Applicant and the College or any of its staff has broken down to the extent that it adversely impacts on the College, any of its staff or the ability of the College to provide satisfactory educational services to the Student
- the Student's progress and performance are such that the Student is not benefiting from the educational services provided by the College
- the College is not agreeable to renewing the Enrolment Agreement of a student who moves to independent living.

18.2. The Applicant may terminate the Enrolment Agreement by making contact with the College Registrar to advise of their intention to exit the College and arrange an exit interview. Exit documentation must be co-signed by the Applicant, the Student and the Principal or delegate. Failure to do so does not terminate our agreement and will be reported to the Department of Education and Training for their deliberation.

19. General

19.1. This Enrolment Agreement constitutes the sole and entire agreement between the Applicant and the College in relation to the enrolment of the Student at the College.

19.2. The Applicant acknowledges that Marist Schools Australia Ltd and/or the College may from time to time vary the terms and conditions of this Enrolment Agreement.

19.3. The Applicant acknowledges that a student's enrolment at the College may be terminated in the event of a material breach of this Enrolment Agreement or if the application of one of the College's policies or procedures necessitates or permits such termination.

19.4. Any warranty, representation, guarantee or other term or condition whatsoever that is not contained in this Enrolment Agreement is excluded and is of no force or effect.

19.5. This Enrolment Agreement is governed by the laws of the State of Victoria, Australia.



Child Safeguarding Program

Marist Child Safe Adult Code of Conduct

If you are a non-English speaker who needs help to understand this Policy, please contact our Head of Inclusion & NCCD.

The Marist Child Safe Adult Code of Conduct outlines appropriate standards of behaviour towards students for all adults in the College environment, and the College's expectations for compliance. It serves to protect students, reduce any opportunities for abuse or harm to occur, and promote child safety in the College environment. It provides guidance on how to best support students and how to avoid or better manage difficult situations.

It is the College's policy that any breach of the Marist Child Safe Adult Code of Conduct is a child safety incident that must be reported internally.

Any breach that meets the threshold for external reporting must also be reported to the relevant external authority.

For more information, refer to our procedures for [Procedures for Responding to and Reporting Child Safety Incidents or Concerns](#).

The College reviews the Marist Child Safe Adult Code of Conduct annually. Marist Schools Australia Limited has approved the Marist Child Safe Adult Code of Conduct.

The Marist Child Safe Adult Code of Conduct is published on our public website.

Our Child Safeguarding Program also includes a [Staff and Student Professional Boundaries](#) policy that provides detailed guidance for all Staff, Volunteers and Contractors on how to maintain professional boundaries with students.

Scope

The Marist Child Safe Adult Code of Conduct applies to all adults in the College community, including:

- the Principal and the Leadership Team
- all staff members, including non-teaching Staff and temporary or casual Staff
- all Volunteers
- all Contractors (including External Education Providers)
- teaching students on placement at the College
- Visitors (including parents/carers when in a College environment or attending a College event) ,

(together referred to as “the College Community” for the purposes of the Marist Child Safe Adult Code of Conduct).

The Marist Child Safe Adult Code of Conduct applies in all College environments. College environments include the following physical, virtual and online places used during or outside school hours:

- a campus of the College
- online or virtual College environments made available or authorised by Marist Schools Australia Limited (or the Principal on its behalf) for use by a student (including email, intranet systems, software applications, collaboration tools and online services)
- other locations provided by the College or through a third-party provider for a student to use, including but not limited to:
 - camps
 - approved homestay accommodation
 - delivery of education and training such as registered training organisations, TAFEs, non-school senior secondary providers, another school
 - sporting events, excursions, competitions and other events.

Some staff members, Volunteers and Contractors at the College may have other professional or occupational codes of conduct that regulate their profession or occupation. These codes of conduct must also be complied with. In the event that a staff member, Volunteer or Contractor considers that there is a conflict between their professional or occupational code of conduct and the Marist Child Safe Adult Code of Conduct in a particular matter, they must seek advice from their professional or occupational regulatory body and/or a Child Safeguarding Officer, and must advise the Principal of their proposed course of action.

The Marist Child Safe Adult Code of Conduct

Each member of the College Community is responsible for promoting the safety and wellbeing of students by adhering to the following standards of behaviour:

Do:

- Uphold and act in accordance with Lavalla Catholic College's Child Safeguarding Policy at all times.
 - Comply with applicable guidelines published by the College with respect to child safety, such as the Staff and Student Professional Boundaries policy.
 - Behave as a positive role model to students.
 - Promote the safety, welfare and wellbeing of students.
 - Be vigilant and proactive with regard to student safety and wellbeing, including child protection issues.
 - Provide age-appropriate supervision for students.
 - Treat all students with respect.
 - Promote the safety, participation and empowerment of students with disability.
 - Promote the cultural safety, participation and empowerment of linguistically and/or culturally diverse students and Aboriginal and Torres Strait Islander students.
 - Use positive and affirming language towards students.
 - Encourage students to 'have a say' and participate, and then listen to them with respect.
 - Respect cultural, religious and political differences.
 - Help provide an open, safe and supportive environment for all students to interact, and socialise.
 - Intervene when students are engaging in inappropriate bullying behaviour towards others or acting in a humiliating or vilifying way.
 - Report any breaches of this Marist Child Safe Adult Code of Conduct.
 - Report concerns about child safety to a Child Safeguarding Officer and ensure that your legal obligations to report child abuse or other harm externally are met.
 - Where an allegation of child abuse or other harm is made, ensure as quickly as possible that the student involved is safe.
 - Call the Police on 000 if you have immediate concerns for a student's safety.
 - Respect the privacy of students and their families and only disclose information to people who have a need to know.

Do Not:

- Engage in any form of inappropriate behaviour towards students or expose students to such behaviour.

- Engage in prejudicial or oppressive behaviour or use inappropriate language with students.
- Discriminate against any student on the basis of characteristics that are protected in anti-discrimination legislation or express personal views that support or promote such discrimination.
- Engage in open discussions of an adult nature in the presence of students.
- Engage in any form of sexual conduct with a student including making sexually suggestive comments and sharing sexually suggestive material.
- Engage in inappropriate or unnecessary physical conduct or behaviours including doing things of a personal nature that a student can do for themselves, such as toileting or changing clothes.
- Engage in any form of physical violence towards a student including inappropriately rough physical play.
- Use physical means (other than as expressly outlined in our [Restraint of Students Policy](#) or corporal punishment to discipline or control a student.
- Engage in any form of behaviour that has the potential to cause a student serious emotional or psychological harm.
- Develop 'special' relationships with students that could be seen as favouritism (for example, the offering of gifts or special treatment for specific students).
- Engage in undisclosed private meetings with a student who is not your own child.
- Engage in activities with a student who is not your own child, outside of school hours and without permission from the student's parent/carer.
- Engage in inappropriate personal communications with a student through any medium, including any online contact or interactions with a student.
- Take or publish (including online) photos, movies or recordings of a student without parental/carer consent.
- Post identifying information about a student online unless it is necessary for the College's activities or you have consent from the student and/or their parents/guardians. Identifying information includes things such as the student's: full name; age; e-mail address; telephone number; residence; school; or details of a club or group that they may attend.
- Ignore or disregard any suspected or disclosed child abuse or other harm.

Agreement to the Marist Child Safe Adult Code of Conduct

The College provides a copy of the Marist Child Safe Adult Code of Conduct to all Staff, relevant Volunteers and relevant Contractors at induction, or otherwise prior to them commencing work at the

College. The College also communicates it via refresher training at regular intervals for all Staff, as well as Direct Contact and Regular Volunteers and Direct Contact Contractors.

All Staff, as well as Direct Contact and Regular Volunteers must acknowledge in writing or online/electronically that they have read and agree to adhere to the Marist Child Safe Adult Code of Conduct prior to commencing work at College.

The Marist Child Safe Adult Code of Conduct forms part of the contract between the College and any Direct Contact and Regular Contractors. Therefore, all Direct Contact and Regular Contractors are deemed to have agreed to adhere to the Marist Child Safe Adult Code of Conduct on signing the contract or on commencing work at the College.

A copy of the Marist Child Safe Adult Code of Conduct is provided to parents/carers, who must acknowledge in writing or online/electronically that they have read and agree to abide by the Marist Child Safe Adult Code of Conduct on enrolment.

The Marist Child Safe Adult Code of Conduct and Reportable Conduct

Our Child Safeguarding Codes of Conduct outline expected standards of behaviour for all Staff at the College. However, breaches of these Codes of Conduct will not always be Reportable Conduct. For example, a Volunteer accepting a social media 'friend' request from a student would be a breach of our Child Safeguarding Codes of Conduct but may not amount to Reportable Conduct.

These kinds of breaches of our Child Safeguarding Codes of Conduct can be dealt with at the College level and the College does not need to report them to the Commission for Children and Young People.

For more information, refer to our [Reportable Conduct](#) policies and procedures.

Consequences for Breaching the Marist Child Safe Adult Code of Conduct

Staff, including the Leadership Team and Principal, Volunteers and Contractors who breach this Code of Conduct may be subject to disciplinary actions that may result in a range of measures including (depending on the severity of the breach):

- remedial education
- counselling
- increased supervision
- the restriction of duties
- appointment to an alternate role

- suspension
- in the case of serious breaches, termination of employment, contract or engagement.

Where any other member of the College Community breaches any obligation, duty or responsibility within our Marist Child Safe Adult Code of Conduct, Lavalla Catholic College will take appropriate action, which may include issuing a School Community Safety Order against a parent/carer or other Visitor in appropriate cases (for more information, refer to [School Community Safety Orders](#)).

Report Any Concerns

Whenever there are concerns that a child or young person is in immediate danger, call the Police on 000.

Staff

It is the College's policy that any breach of the Marist Child Safe Adult Code of Conduct is a child safety incident. Therefore, all Staff, Direct Contact and Regular Volunteers, and Direct Contact and Regular Contractors who witness, or suspect, any breach of this Code of Conduct must report their concern internally to a Child Safeguarding Officer or the Principal. Where the child safety incident or concern involves the Principal, internal reports should instead be made to the MSA Regional Director by phoning 03 9389 3100 or emailing darren.mcgregor@marists.org.au.

Staff who, in good faith, make an internal report alleging a breach of the Marist Child Safe Adult Code of Conduct will be protected from victimisation or other adverse consequences.

Note that reporting internally does not change any obligation that Staff may have under legislation to report to an external authority.

Our Child Safeguarding Program includes information for Staff, Volunteers and Contractors about how to identify key indicators of child abuse or other harm and how to report child safety incidents or concerns to relevant external authorities. For more information, refer to our procedures for [Procedures for Responding to and Reporting Child Safety Incidents or Concerns](#).

Students

Students who are the victim of, or who witness or suspect a breach of the Marist Child Safe Adult Code of Conduct can:

- disclose the child safety incident or concern to any staff member, Volunteer or Contractor. This might be done:

- verbally
- in writing
- through electronic means (such as email)
- indirectly (such as in written assignments, in artworks or in any other way)
- use the College's anonymous suggestion box, which is located at Student Services to disclose anonymously
- contact HelpLine, Headspace, ESafety Commission.

Parents/Carers, Family Members or Other Community Members

Parents/carers, family members or other community members who witness or suspect that there has been a breach of the Marist Child Safe Adult Code of Conduct, or have concerns that a child or young person associated with the College may be subject to abuse or harm from a member of Staff, a Volunteer or a Contractor, should contact:

- the College's Senior Child Safeguarding Officer Claire Fabris, Deputy Principal - Head of Campus (St Paul's) or Brett Van Berkel, Deputy Principal - Head of Campus (Kildare), by phoning 03 5174 5272 or 03 5174 7355, or emailing fabrcla1@lavalla.vic.edu.au or vanbbre1@lavalla.vic.edu.au or the Principal or
- if the concern relates to the Principal, the MSA Regional Director.

Communications will be treated confidentially on a 'need to know basis'.



Child Safeguarding Program

Student Child Safeguarding Code of Conduct

If you are a non-English speaker who needs help to understand this Policy, please contact our Head of Inclusion & NCCD.

Purpose

At Lavalla Catholic College we recognise that effective learning can only occur in a secure environment where the dignity, rights and responsibilities of others are known and respected and where standards and rules are fairly and consistently applied.

The Student Child Safeguarding Code of Conduct has been developed to clearly set out standards of behaviour related to child safeguarding that students are expected to abide by.

The College uses a variety of strategies to consult with students when considering the Student Child Safeguarding Code of Conduct. These may include surveys, discussion groups, consultation with the student representative body or other means. For more information, refer to [Participation and Empowerment of Students](#).

Marist Schools Australia Limited has approved the College's Student Child Safeguarding Code of Conduct.

Source of Obligation

Standard 3 of the Victorian Child Safe Standards and Standard 2 of the National Catholic Safeguarding Standards require the College to ensure that children and young people are made aware of their rights, including their right to be safe from harm, and that they are provided with age-appropriate information about safe and respectful peer relationships.

To implement these requirements, Ministerial Order 1359 requires Marist Schools Australia Limited to develop documentation that details the strategies and actions that the College will take to, among other things, inform children and students about all of their rights, including to safety, and to recognise the importance of friendships and encourage support from peers. Our Student Child Safeguarding Code of Conduct is one of these strategies.

Responsibilities

Managing the Student Child Safeguarding Code of Conduct is a shared responsibility between students, parents/carers and the College. All students and families have ready access to support offered by teachers, Staff and College Child Safeguarding Officers.

Lavalla Catholic College's Values

The Student Child Safeguarding Code of Conduct is based on the College's values.

Our values as Marists are founded in our spirituality, our ministry and our spiritual family.

Students are expected to uphold the principles of Lavalla Catholic College.

They are:

- Excellence – in your schoolwork, extracurricular, sporting and other personal endeavours
- Respect – for your teachers, parents, peers and other members of the College community
- Courtesy – for everyone you interact with
- Pride – in yourself, and the way you represent the College
- Personal Responsibility – for your actions
- Integrity – honesty and candour in all of your dealings
- Sensitivity – avoid causing offence or hurt
- Tolerance – for others, regardless of their background, age, race, gender, sexuality, religion or race
- Inclusion – of all those who decide to come to Lavalla Catholic College, and of those in the community.

These values are to be upheld in the way you conduct yourself not only at the College, but also in the community.

Students' Rights

Students have the right to:

- reach your full learning potential in a safe and supportive environment
- be safe
- be treated with respect, courtesy and kindness
- be an active part of and contribute positively to the community
- be treated fairly and justly
- have your human rights, and other legal rights respected.

Students' Responsibilities

Students have the responsibility to:

- enable others to learn in a safe and supportive environment
- follow College policies, procedures and the directions of teachers at all times
- treat others with respect, courtesy and kindness
- represent the College well in the community
- accept and consider the consequences of your actions
- respect the human rights and legal rights of others.

For more information, refer to [Bullying Prevention and Intervention](#), [Social Media – Student Usage](#) and [Harassment Policy \(Student Against Student\)](#).

Consequences for Breaching the Student Code of Conduct

Students are expected to observe and uphold the above rights and responsibilities.

Students are also expected to abide by College rules and the policies of the College, as well as the directions of teachers.

A breach of this Student Code of Conduct, College rules or policy will be dealt with according to our Student Discipline Policy.

Raising Concerns About Safety

Whenever there are concerns that a child or young person is in immediate danger, call the Police on 000.

Any person can, at any time contact the Department of Families, Fairness and Housing (Child Protection) if they have reasonable grounds to believe that a child is in need of protection or significant concerns about the wellbeing of a child. Reports can be made:

- during business hours (8:45am-5:00pm, Monday to Friday), telephoning the Child Protection intake service for the local government area where the child resides, listed [here](#).
- after hours, telephoning DFFH Child Protection on 13 12 78.

If a student has concerns about their safety, or the behaviour of others, it's important that they tell a trusted adult. This could be a parent or carer, a trusted teacher or a College Child Safeguarding Officer.

Our Staff are committed to ensuring that all students feel empowered to speak up and be heard, and will take all concerns raised by students seriously and ensure that the student receives ongoing support.

The College provides all students with information about and encourages them to use multiple pathways to raise child safety concerns about or at the College, including concerns about the behaviour of other students. These include informal and formal ways, an 'anonymous' way, and through external child advocacy or child safety organisations.

A child-friendly version of our [Child Safeguarding Complaints Management](#) policy, which explains the different pathways, is available via the College website.