



International Student

# Enrolment Agreement

**The MLC Enrolment Agreement is a legal contract between the College and the Student's parents and/or guardians listed in the Acceptance of Offer of Enrolment. The basis on which students are offered enrolment at the College is set out in the Enrolment Policy.**

By accepting an offer of enrolment at MLC, parents/guardians (together known as Parents as defined below) agree to be bound by the Terms & Conditions and behavioural expectations outlined in the Enrolment Agreement.

The Enrolment Agreement comprises of the following:

- MLC Terms & Conditions of Enrolment;
- International Students – Additional Terms and Conditions of Enrolment
- International Student Fees & Charges;
- Parent Code of Conduct; and
- Student Code of Behaviour and Discipline Policy.

Each of these documents form part of the agreement between the College, Parent/s, and Student. The Current Fee Schedule, Parent Code of Conduct and Student Code of Behaviour and Discipline are available on the College website.

By enrolling your child at MLC you agree to act in accordance with these documents. Offers of enrolment are accepted by signing an Acceptance of Offer of Enrolment form.

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# Terms & Conditions of Enrolment

Methodist Ladies' College (MLC) is a day and boarding school for girls from Prep to Year 12, with an early learning centre (MLC Kindle) for girls and boys from six weeks to five years. As an open-entry, non-selective day and boarding school, MLC is a welcoming, diverse community offering a broad, holistic education that inspires the future citizens the world needs.

This document sets out the terms and conditions under which Students are enrolled at MLC. The College reserves the right to vary and amend the terms and conditions from time to time. Notice of changes will be provided to Parents.

## Educational Services Provided

1. MLC provides educational services that are within the scope of the College's registration, being:
  - (a) Preparatory – Year 10 under the Victorian Foundation-10 priorities and standards (or equivalent if superseded) (P – 10).
  - (b) Senior secondary courses which are normally provided in Years 11 – 12, include the Victorian Certificate of Education (VCE), Vocational Education and Training (VET) and the International Baccalaureate (IB).
  - (c) The College also operates MLC Kindle, an early learning centre service.
2. MLC's course offerings, including co-curricular activities and programs, will be determined by the College at its sole discretion and may be varied or withdrawn at any time without prior notice. This may include making changes to the curriculum, co-curricular offerings, teaching methods and processes and other services affecting its students. The College's offering and delivery may be subject to government directives in place at the time.
3. A proportion of funds raised or fees collected on behalf of the College may be applied to the operations of MLC Kindle.

## Continued Enrolment

4. This document sets out the Terms & Conditions of Enrolment at the College.
5. In signing the Enrolment Agreement, the Applicant and Student agree to these Terms & Conditions of Enrolment and the College's Rules, Policies and Procedures, which may be changed during the period of enrolment at the discretion of the College. The College's Rules, Policies and Procedures do not form part of the Enrolment Agreement.
6. Enrolment at MLC commences in the first year of a Student's enrolment and continues each subsequent year until completion of Year 12 or until the Student is otherwise withdrawn or removed from the College, except for boys where enrolment ceases in the final year of MLC Kindle.
7. The holistic development of the Student 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 any Student.

## Enrolment Procedure

### 8. Application for Enrolment to the College

A Student's name will be registered on payment of an Application Fee. The Application Fee covers administrative costs and is non-refundable. An application is a pre-requisite to admission but not a guarantee of enrolment.

It is the responsibility of the Applicant to ensure the College is informed of any changes to contact details. An application may be removed from the waiting list if after repeated attempts, the Applicant is unable to be contacted.

Prior to an Offer of Enrolment, the Applicant is required to provide all relevant information and supporting documents in relation to a Student's enrolment. This includes (but is not limited to) any additional learning needs, educational history and assessments, legal or court orders, relevant medical records or other factors that may be relevant to a Student's education or welfare. Applicants should also advise the College if any additional information relevant to admission becomes available in the period up to the Students commencement date.

#### **9. Offer of Enrolment**

Offers of Enrolment are made in accordance with MLC's Enrolment Policy and at the Principal's discretion.

English is the language of instruction and assessment across MLC. A Student must meet the College's English language requirements to be able to access the curriculum and be eligible for a place. A Student may be required to sit an English Language Assessment Test, to determine if their Australian Education Assessment Services AEAS proficiency score meets MLC's requirements.

To accept an Offer of Enrolment from the College, Applicants must sign the **Acceptance of Offer Form** and pay the Enrolment Fee. The Enrolment Fee is non-refundable and non-transferable and cannot be offset against future Tuition Fees.

An Offer of Enrolment accepted by new MLC Kindle families are for the confirmed commencement date only and cannot be deferred to future years. If an Offer of Enrolment is declined, the original MLC Kindle application can be amended to change the preferred year of entry to the following year. The MLC Kindle application will then be reassessed along with other applications for that incoming year.

#### **10. Conditional Offers of Enrolment**

In some circumstances, the College may make a Conditional Offer of Enrolment, which will be subject to additional terms and conditions.

If an Applicant accepts a Conditional Offer of Enrolment, the Applicant is bound by any additional terms and conditions applicable to that enrolment and also continues to be bound by these Terms & Conditions of Enrolment.

#### **11. Deferral or Cancellation of Enrolment**

A Student's year and level of entry may be deferred to a later year by the Applicant. Any subsequent deferrals will be subject to availability of places and at the College's discretion.

Deferral of an accepted place for entry to a later year may require payment of a holding fee of 30% of the Tuition Fees, in order to keep the place available. Deferral will be subject to availability of places and is at the College's discretion. A holding fee is non-refundable and is not offset against any future Tuition Fees.

#### **12. Acceptance into the Boarding House**

Students can be considered for entry into MLC's Tiddeman Boarding House once they have met the College enrolment criteria as set out in MLC's Enrolment Policy and are in Year 7 to 12. An interview with the Head of Boarding is required prior to an offer to enter the Tiddeman Boarding House being made. Applicants must sign the MLC Boarding Acceptance Agreement to accept a place in the Tiddeman Boarding House.

#### **13. Scholarships**

MLC makes a number of scholarships available for students with talent and an enthusiasm for learning and also for students who might otherwise not have the opportunity of an MLC education. The College awards scholarships based on a scholarship application and testing process. Scholarship holders are bound by the terms and conditions in these Terms & Conditions of Enrolment and also MLC's Scholarship Terms and Conditions which are available on the College website.

### **Expectations of Students and Parents**

14. All Students and, where applicable, their Parents are required to abide by the College policies and procedures (as introduced or amended or varied from time to time) including but not limited to those concerning
  - a. codes of conduct
  - b. the care, safety and welfare of students
  - c. student behavior, discipline and standards of dress

- d. anti-harassment and discrimination
- e. technology and social media use
- f. complaints and grievances.

15. Failure to abide by the College policies may result in disciplinary action for the student or cancellation of enrolment.
16. Students in Prep - Year 12 returning to the College after school holidays must join their classes on the dates fixed for commencement. A Student is not permitted to leave the College at the end of a term until the recognised closing date, except under special circumstances and with prior approval from the Head of School. Parents must notify the College immediately of any absence.
17. The College may not permit a Student to attend classes when Tuition Fees and Charges remain outstanding.

### **Disclosure**

18. The Applicant acknowledges that the Application for Enrolment has been completed honestly and correctly, and that the Applicant has made full disclosure in response to the matters and questions raised in the Application for Enrolment.
19. A failure to complete the Application for Enrolment honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
20. The College reserves the right to obtain further information regarding the Student including all academic information, school reports, living arrangements and all medical and other reports regarding the Student, if applicable.

### **Student Withdrawal or Deferral**

#### **21. Notification Period**

If the Parent wishes to withdraw the Student from the College, or defer the Student's enrolment at the College, the Applicant must give to the College one term's notice in writing signed by each of the Parents who signed the Enrolment Agreement or pay to the College the equivalent of one term's Tuition Fees. No 'part of' a term or school holiday period will be included in determining the notice period. The following notice periods apply for the withdrawal of a Student:

- a. Day Student: One full term's notice is required, in writing to the Principal, before the withdrawal of a day Student from the College. If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.
- b. Boarding Student: Two full term's notice is required, in writing to the Principal, before the withdrawal of a boarding Student from the College. If the required notice is not given, two full term's Boarding House fees and one full term's Tuition Fees will be charged in lieu of notice.
- c. Boarding Student transferring to Day Student: Two full term's notice is required, in writing to the Principal, when a boarding Student no longer requires accommodation and is transferring to a day Student. If the required notice is not given, two full term's Boarding House fees will be charged in lieu of notice.
- d. MLC Kindle: One full school term's notice is required, in writing to the Principal, before the withdrawal of a MLC Kindle Student from the College. If the required notice is not given, one full term's Tuition Fees will be charged in lieu of notice.

#### **22. Refunds and Notice Periods**

Application Fees and Enrolment Fees are non-refundable. For Tuition Fees and Charges, if the required notice is provided, pre-paid pro-rata fees will be refunded within three months to the person/s who made the relevant payment or the Applicant.

The withdrawal of a Student and subsequent re-enrolment of the same Student requires a new Application for Enrolment and payment of the Application Fee and Enrolment Fee. A new date of application will be allocated.

A half term's notice is required to discontinue a special subject, or a fee equivalent to a half term's Tuition Fees will be charged. A full term's notice is required to discontinue a co-curricular activity, or a fee equivalent to a full term's fee will be charged.

No refund of Tuition Fees paid or waiver of any Tuition Fees outstanding will be made if the Student is withdrawn from the College during a term or is absent for any reason without providing the requisite notice period.

All student mobile computing devices are financed through a fixed term rental program. On withdrawal, Parents will be contacted regarding either the return of devices and subsequent credit of any recoverable costs; or the amount payable should they wish to retain the device and its bundled accessories.

### **23. Cancellation/suspension of enrolment**

The College may cancel or suspend a Student's enrolment at any time by giving notice of such to the Parent. Cancellation or suspension of enrolment is at the sole discretion of the Principal and may occur as a result of (but not limited to):

- a. unsatisfactory conduct, behavior or attendance of the Student
- b. failure by the Student or Parent to follow any College rules, procedures or codes of conduct
- c. failure to pay Tuition Fees or Charges within the terms of this agreement
- d. a break down in the relationship of trust and cooperation between the Parents, the College or its staff to the extent it is detrimental to the education or welfare of the Student or the good of the College.

### **24. Disciplinary action**

The College reserves the right to discipline the Student, including for out of hours behaviour that may affect other Students or staff or unduly damage the reputation or property of the College.

Disciplinary action may be implemented against the Student in line with the College's Student Code of Behaviour and Discipline Policy (including detention, suspension, and up to expulsion from the College if in the opinion of the Principal the Student is found to have breached the College policies or is found to have engaged in behaviour detrimental to the College, its staff or Students).

If the Principal suspends the Student, the Parent shall be notified to that effect and the period for which the suspension shall operate.

If suspended, the Student shall not enter upon any of the College grounds for any purpose during the period of suspension without the express permission of the Principal and shall be the sole responsibility of the Parents during such period.

The Parents are expected to support the aims, objectives, ethos, rules and policies and discipline of the College. Disciplinary action may be implemented against the Student and/or Parent if in the opinion of the Principal the Parent is found to have breached the Parent Code of Conduct. Disciplinary action may include, but is not limited to, termination of enrolment of the Student.

## **Business Terms and Conditions**

### **25. Tuition & Boarding Fees**

Tuition Fees and Boarding House fees can be found on the College website ([www.mlc.vic.edu.au](http://www.mlc.vic.edu.au)). The College Board may vary Tuition Fees and Charges from time to time at its sole discretion. Parents will be notified in advance of any such variation, and an updated Fee Schedule will be provided to Parents by the end of Term 3. Any Parents wishing to withdraw their child following the College notification of the updated Fee Schedule must do so by the final week of the Term 3 holidays, to allow the College adequate time to find a new Student and to ensure sufficient subject choices and/or staffing for the following year.

Tuition Fees are billed one instalment in advance. The first instalment invoice is billed in October each year and relates to the following year's fees. The remainder of the Tuition and Boarding House fees are payable in February and June of the following year. All invoices and statements are sent by email and are available on the College intranet site, myMLCfamily. Families are responsible for ensuring the College has their current email addresses and mobile phone details.

Signatories to the Offer of Enrolment from the College acknowledge that they are jointly and severally responsible for all Tuition Fees and Charges payable as a result of enrolling a child at MLC. Responsibility for Tuition Fees and Charges remains with all signatories irrespective of what may happen to the relationship of the signatories. MLC may agree to add new billing nominees at its sole discretion.

### **26. Other Charges**

A compulsory technology levy is applied to all local Students from Prep to Year 12. This levy covers the cost of computer technology, support and peripherals. A per annum non-refundable software charge is also applicable to Students in Years 7 – 12.

MLC's Education Outdoors program costs are in addition to Tuition Fees and boarding fees. The cost associated with the compulsory Marshmead and Banksia Education Outdoors programs are billed in Term 1.

Students of the International Baccalaureate (Year 11 and 12) incur an additional fee to undertake the program.

The Principal may authorise other particular expenditures (for example medical expenses, school materials or charges for elective subjects) to be charged to the Student's account.

In circumstances where Students apply and are granted permission by the College to study subjects offered by external providers, the cost will be an additional expense of the family and may be charged by the College or the external provider.

Charges apply for a range of optional co-curricular services available at MLC, including but not limited to some sports (for example, rowing, kayaking, snow sports), Music Tuition and Speech and Drama. Before school, after school and holiday care is run on campus by an external provider and available to all MLC Junior School Students. Fees are billed directly by the external provider.

MLC Kindle will apply fees for late pick up of Students after the centre closing time of 6.30pm.

## **27. Payment**

Accounts are payable within 14 days from the date of issue of the invoice. Payment must be made in Australian dollars. A late payment fee of \$200 is applied if a payment is not received by the College by the due date.

Any credit card or direct debit payment which is declined by the bank, for any reason, will incur an administration fee of \$75. When paying by international bank transfer, families must include any applicable bank fees in addition to the College Tuition Fees and Charges to ensure that your account is paid in full. The College may not permit a Student to attend classes when Tuition Fees and Charges remain outstanding.

## **28. Early payment**

The College may offer a small discount for fees paid in advance for 12 months only. The discount is applicable on Tuition Fees, boarding fees and the technology levy only. To be eligible for this discount a full year of fees must be paid in advance of the due date for the October invoice. Parents should contact the MLC Family Accounts team to access details.

## **29. Non-payment of Fees and Debt Recovery Fees**

The College may at its absolute discretion enter into a payment plan with parents in respect of outstanding Tuition Fees, where the College considers special circumstances justify it.

The College may on 30 days' written notice to the parents of a Student, discontinue the Student's enrolment or cancel the new enrolment of a sibling if an account remains outstanding for more than 30 days, where a payment plan has not been entered into.

In the event that an account is referred to debt collection, the reasonable expenses of such recovery will be added to the account with responsibility for settlement of those collection expenses borne by the account holder.

## **30. Attendance**

Students must attend the College on the dates and between the hours advised by the College. After holiday periods it is expected that Students will return to the College on the dates fixed for resuming unless permission is obtained from the relevant Head of School.

Students are not permitted to leave the College at the end of term until the published closing date unless permission is obtained from the relevant Head of School.

It is the responsibility of the Parent to advise the College as soon as practicable if a Student is to be absent for any reason and the estimated length of absence.

The Parent 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.

## **31. Leave of Absences**

A leave of absence, subject to the College's discretion may be granted for a minimum of one term's absence. All requests for a planned leave of absence from the College, for one term or more, must be submitted in writing to the relevant Head of School for approval at least one full term in advance of the

commencement of the leave. The request must include the proposed dates of absence and the reason for the absence. The request can be granted only where all Tuition Fees and Charges and any other amounts owing to the College at the time of the request have been paid in full.

For an approved leave of absence, 30% of the applicable Tuition Fees will be charged in advance as a holding fee to guarantee re-entry. This is non-refundable and not offset against future Tuition Fees. In addition to the holding fee, the notebook payout fee will be charged to your Family Account.

During a leave of absence, the Student will be provided with a broad outline of the curriculum. A leave of absence will not be considered, nor will Tuition Fees or Charges be refunded where schoolwork is still provided, assessed and supervised and/or reports submitted.

On a Student's final day prior to commencing a leave of absence, any College issued device must be returned to the Centre for Computing and Communications (CCC). Should the parent(s) elect to retain the device throughout the leave of absence period, approval must be granted by the Principal. Upon approval, the full payout fee for the device will be charged.

### **32. Prolonged illness**

In the case of prolonged illness (one school term or more), an application, accompanied by a medical certificate, may be made to the Director of Corporate Services for consideration of some remission of Tuition Fees.

### **33. Annual Booklists**

Students in Years 7 to 12 are issued with an annual booklist that details all resources and stationery requirements for the year. Books can be purchased directly from the College's official book supplier. The costs of purchasing the books on the annual booklist are in addition to the Tuition Fees.

### **34. Child Care Subsidy – MLC Kindle**

Any Child Care Subsidy (CCS) owed to families following the Government's end of year reconciliation process will be paid directly to the CCS claimant in Term 1 of the following year. If a family has been overpaid the Child Care Subsidy during the year, the family will be required to repay Centrelink the overpayment. The balance owing to the College is payable by the College Fee Schedule due dates. Any CCS payments received will be credited to the Parent's account progressively on receipt from Centrelink.

### **35. MLC Star Card**

The MLC Star Card is an important identification item for Students. If lost, it must be reported immediately to the MLC Centre for Computing and Communications ('CCC'). The card will be cancelled, and a new card reissued, with the replacement card fee of \$5 charged to the Family Account.

### **36. GST**

Tuition Fees and Charges quoted for taxable supplies include GST where applicable.

### **37. Consumer Protection Laws**

These Terms & Conditions of Enrolment, and the availability of the College's complaints and appeals processes, do not affect the rights of the Applicant to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

## **Medical**

38. The College must be kept up to date and informed of a Student's physical and/or medical needs, including any significant illness suffered or developed by the Student before and during their enrolment. 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 Parent to provide the College with information as requested, or to require the Parent to withdraw the Student for a period of time reasonably required to undergo medical treatment.
39. The College must be immediately notified of any infectious or contagious illnesses or diseases which are contracted by a Student and that Student will not be permitted to attend school, or any College activity, until a medical clearance has been obtained in writing.
40. The College will notify the Parent of any injury or illness the Student may suffer at the College, which



warrants staff intervention or a visit to the College sick bay.

41. In the event of an accident or medical emergency when it is impractical to communicate with the Parent or nominated contact person, the Parent authorises the College to take action and incur expenditure as the College considers necessary in the best interests of the Student. The Parent will be responsible for any expenses incurred by the College on behalf of the Student arising from any such emergency or urgent medical treatment. The Parent will indemnify the College for the cost of any such treatment or action taken.
42. Students may access the services of specialists such as the College Nurse, Counsellors and Chaplain. By accepting these Terms & Conditions of Enrolment as part of the Enrolment Agreement, the Parent consents to those services being provided and for confidentiality between Student and specialist to be maintained without reference to the Parent where the specialists deem that appropriate.

#### **Losses due to theft or damage to property**

43. It is the responsibility of the Student and the Parent to take care of any personal possessions including musical instruments, sporting equipment, electronic devices, clothing and other personal possessions, and the College is not liable for any loss, theft or damage to this property.
44. The Parent will indemnify the College for any loss or damage to school property arising from the use or possession of such property by the Student.

#### **International Students**

45. International Students must also refer to the document entitled Terms & Conditions of Enrolment – International Students for additional terms and conditions applicable to International Students.

#### **Privacy: Standard Collection Notice**

46. The College collects personal information, including sensitive information about Students and Parents before and during the course of a Student's enrolment at the College. This may be in writing, through technology systems or in the course of conversations. The primary purpose of collecting this information is to enable the College to gather information for the application process and to provide schooling to Students enrolled, exercise its duty of care, and perform necessary associated administrative activities which will enable Student to take part in all the activities of the College.
47. Some of the information collected is required to satisfy the College's legal obligations, particularly to enable the College to discharge its duty of care.
48. Laws governing or relating to the operation of a school require certain information to be collected and disclosed. These include the *Privacy Act 1988* (Cth), *Education and Training Reform Act 2006* (Vic), *Privacy and Data Protection Act 2014* (Vic) and *Health Records Act 2001* (Vic). The College abides by all relevant legislative requirements in relation to the collection, use and dissemination of personal information.
49. Health information about Students is sensitive information within the terms of the Australian Privacy Principles (**APPs**) under the *Privacy Act 1988* (Cth). The College may ask Applicants to provide medical reports about the Student from time to time.
50. A Student's enrolment or commencement at the College may be delayed or prevented if the College cannot collect certain personal information. This is particularly so where the information is relevant to the wellbeing, health and safety of the Student, other Students and/or staff.
51. The College may disclose personal and sensitive information for educational, administrative and support purposes, including to:
  - other schools and teachers at those schools;
  - government departments (including for policy and funding purposes);
  - medical practitioners;
  - people providing educational, support and health services to the College, including specialist visiting teachers, coaches, volunteers, and counsellors;
  - providers of learning and assessment tools;
  - assessment and educational authorities, including the Australian Curriculum, Assessment and Reporting Authority (ACARA) and NAPLAN Test Administration Authorities (who will disclose it to the entity that manages the online platform for NAPLAN);
  - people providing administrative and financial services to the College;
  - anyone the Applicant authorises the College to disclose information to;

- anyone to whom the College is required or authorised to disclose the information to by law, including child protection laws; and
  - anyone who is entitled to receive that information as an Information Sharing Entity pursuant to the Child Information Sharing Scheme or the Family Violence Information Sharing Scheme.
52. Personal information collected from Students is regularly disclosed to their Parents.
  53. The College may use online or 'cloud' service providers to store personal information and to provide services to the College that involve the use of personal information, such as services relating to communication, education and assessment applications. Some limited personal information may also be provided to these service providers to enable them to authenticate users that access their services. This personal information may reside on a cloud service provider's server which may be situated outside Australia.
  54. The College's Privacy Policy, accessible on the College website, sets out how Parents or Students may seek access to and correction of their personal information which the College has collected and holds. However, access may be refused in certain circumstances such as where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College's duty of care to the Student, or where Students have provided information in confidence. Any refusal will be notified in writing with reasons where appropriate.
  55. The College's Privacy Policy also sets out how Applicants and Students can make a complaint about a breach of the APPs and how the complaint will be handled.
  56. The College may engage in fundraising activities. Information received from Parents may be used to make an appeal to Applicants. It may also be disclosed to organisations that assist in MLC's fundraising activities solely for that purpose. The College will not disclose Parent's personal information to third parties for their own marketing purposes without prior consent.
  57. On occasions information such as academic and sporting achievements, Student activities and similar news are published in College newsletters and magazines, on the College intranet, website and social media. This may include photographs and videos of Student activities such as sporting events, school excursions and tours. The College will obtain permissions from the Student's Parent (and from the Student if appropriate) if MLC would like to include such photographs or videos or other identifying material in its promotional material or otherwise make this material available to the public such as on the internet.
  58. Any Applicant providing the College with the personal information of others, such as doctors or emergency contacts, is encouraged to inform them that such disclosure is being made to the College and the reason why it has been disclosed.

## Definitions

**"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.

**"Application Fee"** means the amount payable, as advised by the College in the Offer of Enrolment.

**"Application for Enrolment"** means the document which the Applicant is required to complete in order to be eligible to be considered for enrolment at the College.

**"Boarding House Fees"** means the fees payable to MLC for the Student's boarding house accommodation, as advised by MLC to the Parent/s and available on the MLC website.

**"Charges"** means non-Tuition Fees including, but not limited to IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in these Terms & Conditions of Enrolment.

**"Conditional Offer of Enrolment"** means an Offer of Enrolment which is subject to additional terms and conditions

**"Terms & Conditions of Enrolment"** means these conditions of enrolment including any subsequent amendments made by Methodist Ladies' College.

**"College"** refers to Methodist Ladies' College Ltd. ACN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

**“Enrolment Agreement”** means the Agreement comprised of these Terms & Conditions of Enrolment, the Fee Schedule, the Parent Code of Conduct and Student Code of Behaviour and Discipline Policy by which the Applicant agrees to be bound.

**“Enrolment Fee”** means the fixed amount which is payable at the time of enrolment, as set out by the College.

**“Fee Schedule”** means the list of fees published on the College website.

**“International Student”** has the same meaning as “overseas student” in section 1.1.3 of the Education and Training Reform Act 2006 (Vic).

**“Methodist Ladies’ College”** or **“MLC”** means Methodist Ladies’ College Ltd ABN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

**“MLC Kindle”** means MLC’s early learning centre.

**“Offer of Enrolment”** means the offer letter the College sends to an Applicant, offering a Student a place at the College.

**“Parent”** refers to the parent/s and or guardian/s of the Student enrolled at the College, and if more than one, each of them jointly and severally.

**“Principal”** means the Principal of the College, or the Principal’s authorised representative.

**“Student”** means the student named in the Enrolment Agreement.

**“Tuition Fees”** means the tuition fees payable to the College, as advised by the College to the Applicant and available on the College website.

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# International Student

## Additional Terms & Conditions of Enrolment

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**This document sets out additional terms and conditions for International Students (full fee-paying) enrolled at MLC. These terms and conditions should be read in conjunction with the MLC - Terms & Conditions of Enrolment.**

The College reserves the right to vary and amend these terms and conditions from time to time. Notice of changes will be provided to Parents.

### Course Offering

1. MLC is approved for registration on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). MLC's CRICOS provider number is 000325A.
2. MLC offers the Primary Years P – 6 Course (CRICOS Code: 027785F) and Secondary Year 7 – 12 (CRICOS Code: 00584E).
3. The mode of study for all courses offered by MLC is full time with optional work-based training for Year 10 students and community-based learning (CAS) for Year 11 – 12 International Baccalaureate (IB) students.
4. All courses are delivered at the MLC Kew Campus with outdoor education programs provided at MLC's Banksia and Marshmead sites.

### Offer of Enrolment

#### 5. Day Student Offers

Offers are made to international Day Students on the basis that they will either (i) reside with their parent/s (who are on a Student Guardian Visa) for the entire period of enrolment at MLC even if the student is 18 years or over, or (ii) reside in Homestay which has been approved by MLC.

A parent with a student on a Student Guardian Visa is not permitted to leave Australia without their daughter. If a parent is required to leave the country for a short period of time, this must be approved by the Principal's Delegate with adequate time prior to departure so that suitable accommodation and welfare arrangements can be put in place.

#### 6. Boarding Student Offers

Students can be considered for entry into MLC's Tiddeman Boarding House once they have met the College enrolment criteria as set out in MLC's Enrolment Policy and are in Year 7 to 12. An interview with the Head of Boarding is required prior to an offer to enter the Tiddeman Boarding House being made. Applicants must sign the MLC Boarding Acceptance Agreement to accept a place in the Tiddeman Boarding House.

### Language Requirements

#### 7. English Language Intensive Course for Overseas Students (ELICOS)

All students who do not have English as their first language are required to sit an English Language Assessment Test provided by the Australian Education Assessment Service ([AEAS](#)) or [i.DAT](#). Enrolment can only be processed after the results of this test have been provided to MLC. The College has minimum requirements for International Students who do not have English as their first language as detailed below:

Year Levels	AEAS Score	iDAT Minimum Score
Prep – Year 6	No AEAS requirement	60%
Year 7 – Year 9	71+	70%+
Year 10 – Year 12	80+	80%+

MLC may contact the English Language School prior to a student's entry to ensure a smooth transition to MLC. MLC's preferred ELICOS providers are:

Avalon College (can offer boarding)  
480 Avalon Road  
LARA VIC 3212  
Phone (+61 3) 5282 4733

Hawthorn Language School  
442 Auburn Road  
Hawthorn VIC 3122  
Phone (+61 3) 9810-3218

Email: [admin@avaloncollege.vic.edu.au](mailto:admin@avaloncollege.vic.edu.au)

Email: [enquiries@hawthornenglish.vic.edu.au](mailto:enquiries@hawthornenglish.vic.edu.au)

Requests to use an alternative ELICOS provider must be approved by MLC prior to enrolment.

## Accommodation and Welfare

### 8. Accommodation Arrangements

All International Students who are not living with their Parents or with a Department of Home Affairs approved relative must have an approved arrangement with the College in relation to matters including both accommodation and welfare.

A student not living with her parent/s must live in the MLC Boarding House or an MLC approved homestay accommodation. The College must be notified in writing by the student's parent/s of any request to change accommodation arrangements. The Principal's delegate must approve the new arrangements prior to the change.

Where an offer of enrolment has been made on the basis that MLC is responsible for a student's welfare and accommodation arrangements, MLC will issue a Confirmation of Appropriate Accommodation and Welfare (CAAW). Where the College has issued a CAAW, the College has overall responsibility for the accommodation and welfare of the student. For students issued a CAAW, the College will appoint a delegate of the Principal to oversee the provision of accommodation and welfare arrangements for students. MLC must approve all accommodation arrangements for international students on a CAAW prior to commencement.

Any change of circumstances in a student's welfare or living arrangements must be communicated in writing to the College and approved by the College prior to any change in care arrangements occurring.

All International students, including those 18 or over must remain in MLC approved accommodation whilst enrolled at MLC. Should the Principal's delegate change, MLC will advise families accordingly.

### 9. Welfare Arrangements

Students should not arrive in Australia before their approved CAAW start date, and if under 18 years of age when completing the enrolled course, should not remain in Australia without MLC's approval after the CAAW end date.

MLC requires all international/overseas families appoint a Local Support Person (LSP) to provide additional support and act as liaison between the College, the student and the family. The Local Support Person has no 'guardianship' responsibilities. Only a parent or person who has legal custody of the student can nominate a local support for a student. The Local Support Person must agree to the terms of the *MLC International Student Program – Local Support Person Policy and Procedure* and be approved by the Principal's delegate.

The Local Support Person must be:

- over 21 years of age
- Be an Australian Citizen or Permanent Resident and reside in Melbourne
- have a current Working With Children Check (WWCC) provide suitable referees who can confirm their suitability to engage in child related work, and

- have completed the MLC Child Safe Induction and commit to annual child safety update training.
10. Any proposed change to the Local Support Person must be approved by the Principal's Delegate prior to the change.

### **VISA Requirements**

11. Students are required to meet all conditions specified in their student visa issued by the Department of Home Affairs (DHA). A copy of the visa is required to be supplied to MLC as a condition of this offer.
12. By accepting of an offer of enrolment, Parents authorise MLC to check visa entitlements electronically via the Department of Home Affairs Visa Entitlement Verification Online system (VEVO), for the duration of their enrolment at MLC.

### **Attendance and Satisfactory Progress**

13. All international students are required to attend a minimum of 90% of scheduled classes and maintain satisfactory course progress as stipulated on their student visa as per the *MLC Course Progress and Attendance Policy*.

### **Overseas Student Health Cover (OSHC)**

14. All international students must be covered by Overseas Student Health Cover prior to student arrival in Australia. MLC arranges OSHC with the College's preferred provider to assist with enrolment requirements. Cover must be held for the student's entire enrolment period at MLC. Parents can arrange OSHC directly with their own provider, however this must be done in consultation with MLC Admissions. Students should not enter Australia before their OSHC cover commences. MLC Admissions must be advised if there is a change to the date of arrival to enable OSHC cover to be extended. The cost of the premium is allocated to the student's account.

### **Tuition Fees**

15. Tuition fees are charged in advance and are invoiced in three installments per year. Tuition fees for international students are published on the College website. In accordance with the *MLC – Terms & Conditions of Enrolment*, fees and charges may change from year to year.
16. Any tuition fees paid in advance are covered by the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either:
- complete their studies in another course or with another education provider, or
  - receive a refund of their unspent tuition fees
17. The tuition fees include notebook computer lease costs.
18. The student is responsible for keeping a copy of this written agreement and receipts of any payments of tuition fees and/or non-tuition fees.

### **Other Fees and Charges**

19. Other non-tuition fees and charges include:
- the Application Fee and an Enrolment Fee
  - Overseas Student Health Cover premium
  - Outdoor education program fees for attendance at MLC Banksia (Years 5 – 8) and MLC Marshmead (Year 9).
20. Additional charges apply for students residing in the Tiddeman Boarding House.
21. MLC fees exclude costs for:
- uniforms
  - books and stationery included in the year level booklists
  - accommodation for day students

- transport to and from school
- any courses or optional programs taken outside the College.

22. Optional fees include (for example) individual music lessons, instrument hire, sports coaching fees, co-curricular activities, student exchange costs, interstate/overseas trips. These costs are based on individual choice.

## Refunds

23. The College will not refund any service fees a parent/legal guardian pays directly to a third party.

24. A refund of Overseas Student Health Cover (OSHC), which has been paid by the school on behalf of the student is obtained by applying directly to the Overseas Student Health Cover Insurance Provider.

25. Application and enrolment fees are non-refundable

### 26. Student default because of a Visa refusal

If a student's Visa application is refused by the Department of Home Affairs and the student cannot undertake the course, MLC will refund within four weeks of written notice received any unspent fees where the student or her parent(s)/legal guardian(s) produces evidence that the application made by the student for a student Visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of tuition fees received or AUD\$500, as prescribed by the relevant Legislative Instrument.

### 27. Student default

A maximum of one Term's tuition fees and two Term's Boarding fees will be incurred where a student's enrolment is cancelled for any of the following reasons:

- failure to maintain satisfactory course progress (visa condition 8202)
- failure to maintain satisfactory attendance (visa condition 8202)
- failure to maintain approved welfare and accommodation arrangements (Visa condition 8532)
- failure to pay course fees
- any behaviour identified as resulting in enrolment cancellation in MLC's Student Code of Behaviour and Discipline Policy.

Any unspent pro-rata fees will be refunded within three months.

### 28. MLC default

- If for any reason MLC is unable to offer a course on an agreed starting date for the course and the student for some reason cannot be placed or refuses placement in an alternative course arranged by MLC, a full refund of any unspent fees paid to MLC will be made within 14 days of the agreed course starting date.
- If for any reason MLC is unable to continue offering a course after the student commences the course, and the student for some reason cannot be placed, or refuses placement in an alternative course arranged by MLC, a full refund of any unspent fees paid to MLC will be made within 14 days of the MLC's default day.
- In the event that MLC is unable to fulfil its obligations of providing an agreeable alternative course date for the student, or a refund, the student and her parent(s)/legal guardian(s) will receive advice to seek assistance from the Australian Government's Tuition Protection Service. For information on the TPS see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

### 29. Change of Visa status of the student

If a student changes Visa status (e.g. becomes a temporary or permanent resident) Parent(s) may request a change from International Full Fee tuition fees to Local tuition fees. Fee status will be updated on receipt of a copy of the visa and a refund will be issued provided notification is received in advance of the Australian Government Census date for Non-Government Schools (first Friday in August each year).

### 30. Student withdrawal

If the required notice is provided, unspent pro-rata fees will be refunded within three months:

- To the person/s who made the relevant payment or signatories on the offer of enrolment.

(b) In Australian dollars and to the originating payment account.

31. These terms and conditions, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

#### **Notification of Change of Details**

32. Whilst in Australia, students studying at MLC, must notify the College of their contact details including:

- current residential address, mobile number (if any); and
- who to contact in an emergency.

33. Parents are obliged to inform the school of any change of those details within 7 days of the change.

34. MLC requires confirmation of current address and contact details in writing for each student and her Parent(s) at least every six months.

#### **Information Collection**

35. Information is collected during student enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about students during enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other instances, information collected during enrolment can be disclosed without Parent consent where authorised or required by law.



# 2023 Schedule of Fees and Charges

## International Student



### Application Fee

Single applicant	\$100
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Multiple applicants	\$150
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(from the same family)

Except as prescribed in the refund conditions outlined in the MLC International Student Additional Terms & Conditions of Enrolment, this fee is neither refundable nor transferable.

### Enrolment Fee

Upon acceptance of an offer of enrolment and return of the signed Enrolment Agreement, a non-refundable and non-transferable entry fee is payable:

First student	\$1,250
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Each subsequent sibling	\$1,000
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(from the same family)

### 2023 International Annual Tuition Fees

Tuition fees are charged in 3 equal instalments and billed one instalment in advance (Due: 31 Oct 2022, 28 Feb 2023, 30 Jun 2023). For further details on billing and due dates, please refer to the MLC terms and conditions of enrolment available on myMLCfamily International students should refer to the additional terms and conditions relevant to international full-fee paying students.

	2023 Fees	3 Instalments
Prep – Year 9	\$46,530	\$15,510
Year 10 – 12	\$50,310	\$16,770

#### Tuition fees include:

- Classroom tuition and individual assistance
- Provision of a laptop computer, technology support and peripherals
- Access to the on-site facilities including incursions and excursions
- Wellbeing pastoral care.

#### Tuition Fees do not include:

- Software charges for students in Year 7-12 of approx \$250 which are billed in February each year. These charges are non-refundable
- The cost of interstate and overseas tours
- Cost of insurance
- Book lists.

## Other Charges

### Compulsory charges include:

- The Education Outdoors program is part of the core curriculum at MLC and attendance at MLC Banksia and MLC Marshmead is expected.

#### MLC Banksia

Year 5	\$620
Year 6	\$680
Year 7	\$770
Year 8	\$770

#### MLC Marshmead

Year 9	\$5,500
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<b>Melbourne Term</b>	\$810
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### Other compulsory charges:

- VCAA VCE examination fees are applicable to Years 11 & 12 and charged once per year.
- Overseas Student Health Cover premium (cost varies according to the length of cover)
- Further costs will be incurred for the purchase of a uniform (varies, estimate \$1,000), books and stationery (approximate \$600), and any sports equipment required.

### Non-compulsory charges include:

#### International Baccalaureate

Year 11 - 12	\$1,980
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#### Boarding Fees (refer to the Acceptance Agreement for Tiddeman Boarding House)

	<b>2023 Fees</b>	<b>3 Instalments</b>
Years 7 - 12	\$32,610	\$10,870

Boarders do not pay an additional Marshmead Fee.

- Other optional non-tuition fees include (for example) individual music lessons, instrument hire, sport coaching fees, co-curricular activities fees and interstate/overseas trip costs. These costs are based on individual choice.
- Students may also incur additional costs relating to homestay accommodation and day to day living costs including medical costs not covered under Overseas Student Health Cover.

## Payment Options

For payment options please refer to the MLC website or for current families the MyMLCfamily portal.

All amounts are in \$AUD. For further details on billing and due dates, please refer to the MLC terms and conditions of enrolment available on myMLC Family. International students should refer to the additional terms and conditions relevant to international full-fee paying students.

Debt recover fees are payable if a debt is sent for debt collection.



## 1. PURPOSE

Methodist Ladies' College (MLC) values parents and guardians as part of the College community and recognises that they have a right to participate in their child's education. Cooperation, collaboration and partnership between parents and the College ensures that student learning, wellbeing and the core values of responsibility, respect and compassion are supported.

The purpose of the Parent Code of Conduct is to ensure such cooperation and support by outlining the College's expectations for all parents and guardians regarding the conduct expected of them while engaging in College related activities or representing MLC.

## 2. SCOPE

This Code applies to all MLC parents, guardians and caregivers, (collectively, "Parents") with students enrolled at MLC. This Code applies across all College environments, including at all MLC campuses (Kew and the Boarding House, MLC Banksia and MLC Marshmead), both during and outside school hours and within and outside the physical school environments, including online.

## 3. RESPONSIBILITIES

The **Board** is responsible for endorsing this Code of Conduct.

The **Principal** is responsible for defining this Code of Conduct and implementing the standards of conduct.

**Staff members** are responsible for providing guidance to Parents through positive role modelling and when appropriate, clear and respectful directions.

**Parents** are responsible for adhering to this Code of Conduct in support of the College's effort to maintain a safe and respectful learning environment for students and workplace for staff. Parents agree to be bound by this Code of Conduct when they accept an offer of enrolment from the College.

## 4. GENERAL EXPECTATIONS

### • Be a positive role model and support the College

Parents are expected to support the educational ethos and values of the College, model appropriate behaviours for their children to learn from, and work with the College as it educates and provides wellbeing support to all students.

Parents can support the College and be positive role models by:

- 1) Abiding by the College's policies, procedures and directions, and ensuring their children do the same.
- 2) Being aware of the College's child protection protocols and, in particular, the Child Safety Policy which aims to ensure the safety and wellbeing of students.
- 3) Respecting (and showing to their children they respect) that the College is inclusive and welcomes students from a variety of backgrounds, and with different needs.
- 4) Encouraging their children to actively participate in the life of the College, including in the many sporting and co-curricular activities available (noting that some will be compulsory).
- 5) Being responsive to concerns raised by the College about their own child, including by being cooperative, providing information and attending meetings when required.
- 6) Keeping the College informed about their child's behavioural or educational needs, including by providing updated medical information as it becomes available. However, parents also need to appreciate that while the College will take into account any new information, the College cannot accommodate every need.
- 7) Keeping the College informed about their child's parenting arrangements, including any

court orders that may be in place. However, parents should not involve the College in parenting disputes, or expect the College to act as the go-between for estranged parents.

- 8) Recognising the damage that gossip can do within a College community, and avoiding unconstructive commentary (including criticism, uninformed rumour or speculation) with other parents, including on social media.
- 9) Understanding that the College endeavours to make considered decisions that are in the best interests of all students and the entire community, and that any concerns or grievances regarding College practices should first be raised via the College's established internal complaints mechanisms.
- 10) Completing forms and providing information and permissions in a timely manner when requested to do so by the College, in order to enable the College to comply with its many regulatory requirements regarding child safety, health and welfare.

- **Behave respectfully towards members of our community**

MLC expects that parents will always behave respectfully towards College staff (including employees, contractors and volunteers), students and other parents.

The following is a non-exhaustive list of behaviours that are not considered respectful:

- Bullying, intimidation, discrimination, sexual harassment, victimisation and child abuse.
- Actual or threatened aggression or violence.
- Behaviour that causes a risk to a person's health and wellbeing.
- Defamatory comments.
- Gossip, rumour, and innuendo.
- Raising one's voice, or using offensive language, while communicating.
- Age-inappropriate language when communicating with children.

- **Appropriate use of technology and social media**

The expectations set out in this Code of Conduct also apply to the way a parent uses technology and behaves online.

For example, Parents should:

- 1) Respect a staff member's professional and personal boundaries, by not using their personal online presence to raise College matters (or otherwise engage in disrespectful behaviour).
- 2) Not take photos, videos or other recordings of another student without their parent's consent, and not publish information (including personal details, contact information, images and recordings) concerning a staff member, parent, student or other member of the College community online without express consent.
- 3) Avoid publishing information which may bring the College (or any of its staff, students, Parents and other members of the College community) into disrepute. This includes where an image or recording shows a student in College uniform behaving inappropriately.
- 4) Not communicate with other students outside of the College, including by email or on social media, without prior consent from that student's parent(s).
- 5) Not discuss confidential or sensitive College matters, including any matter relating to grievances about a particular staff member, students or other Parents online.
- 6) Not set up any online website, forum or group which features the College's name in its title, or which may suggest that it is operated or sanctioned by the College.

- **When visiting College grounds, or attending College activities and events**

Parents must respect the College's risk management procedures when visiting the College. Parents should immediately proceed to Reception upon arrival to sign in, and should only enter a classroom or other student environment when invited to do so by a staff member. This requirement does not apply when visiting the College only to:

- attend an activity or event to which all members of the College community have been invited;
- visit the College Uniform Shop; or
- drop off or collect a child from College.

When visiting the College, or attending College activities and events, Parents should model appropriate and respectful behaviour. This includes:

- 1) Demonstrating good sporting conduct and fair play when attending the College's art, drama and sporting events.
- 2) Adhering to applicable occupational health and safety and risk management procedures.
- 3) Following any reasonable directions given by College staff.
- 4) Showing appropriate care and regard for the property of the College and others. Any damage should be promptly reported to the College.
- 5) Dressing appropriately for the occasion.
- 6) Not being under the influence of drugs or alcohol.

- **Drop off / pick up**

When dropping off and picking up students from the College, Parents are expected to ensure the health and safety of all members of our College community, as well as the wider community, at all times.

Parents must adhere to all traffic rules and any College traffic management system in place. This includes adhering to applicable speed limits, observing all traffic signs, limiting the use of car horns (unless indicating imminent danger), and parking appropriately and safely.

- **Responsibility for others**

Parents are expected to ensure that other individuals involved in their child's life, such as other relatives and carers, are also aware of and adhere to this Parent Code of Conduct.

- **Raising concerns appropriately and productively**

The College is committed to the education and wellbeing of each student. It is therefore critical that Parents are able to raise genuine concerns and grievances they may have about such matters in an appropriate, constructive and respectful forum.

The College's grievance management procedures are set out in the Grievances, Complaints and Appeals Policy. This policy sets out how concerns and grievances may be raised with the College; who they should be raised with, and how the College will deal with these in a respectful and timely manner.

Parents with concerns and grievances should consult the Grievances, Complaints and Appeals Policy. However, in general:

- 1) Parents should not communicate with another student about an issue concerning their own child. Parents must not attempt to discipline a student who is not their child and should not raise their voice or be aggressive or hostile when communicating (verbally or non-verbally) with another family's child.
- 2) Parents should raise their concerns with their child's teacher in the first instance. More serious concerns or grievances, including where a parent is dissatisfied with a teacher's response to a concern, may be raised with the appropriate member of the College leadership (as set out in the Grievances, Complaints and Appeals Policy).
- 3) Parents should clearly set out their concerns and grievances, and what they would practically like to see happen.
- 4) Parents should appreciate that while the College is committed to dealing with their concerns and grievances in a timely manner, it will not always be practicable for staff to provide an immediate acknowledgement or response (particularly where a concern or grievance is sent by email).
- 5) Parents should respect that the College employs experienced educators and other professionals who are well-trained in making academic, disciplinary, co-curricular and wellbeing decisions every day. While the College will always take into account the interests of the parent's child, the College must ultimately make decisions that take into account the interests of all students (and others who may be affected by the College's decisions).
- 6) Parents should recognise that just as the College will seek to respect each student's privacy, the College will also respect the privacy of other members of the College community. This means there are limits to what information the College may share with a parent when issues arise. This does not mean that the College is not taking an issue or situation seriously or hiding information from a parent.

## 5. CONSEQUENCES FOR BREACHING CODE OF CONDUCT

The Principal will have absolute discretion for deciding how to best respond to concerns about a parent's compliance with this Code of Conduct.

Where the Principal considers that a parent has breached this Code of Conduct, the Principal may take one or more of the following actions (and not necessarily in any particular order):

- 1) Request that the relevant conduct immediately cease.
- 2) Provide a written warning.
- 3) Ban a parent (or another relevant person) from the College grounds, either for a particular period or permanently.
- 4) Exclude a parent (or another relevant person) from College activities or events.
- 5) Require that a parent (or another relevant person) only communicate with a nominated College representative.
- 6) Issuing either an Ongoing or Immediate Community Safety Order under the School Community Safety Order Scheme.
- 7) Termination of the enrolment of a Parent's daughter(s) / child(ren).

Staff and volunteers are empowered to take steps to protect their own health and wellbeing. If they feel that a parent is being inappropriate, they are encouraged to indicate this and ask that it stop. If it does not, or if a staff member feels that a parent's actions are posing a risk to their or someone else's health and wellbeing, they are empowered to remove themselves from the situation. This may include by immediately concluding a meeting or phone call, or by requiring that a parent immediately leave the College grounds (or activity or event).

## 6. RELATED COLLEGE POLICIES AND DOCUMENTS

- Child Safe Policy
- Child Safety Code of Conduct
- Staff Code of Conduct
- Grievances, Complaints and Appeals Policy
- Student Code of Behaviour and Discipline Policy

## 7. REFERENCES

- [School Community Safety Order Scheme, Department of Education and Training](#)

## 8. GOVERNANCE

DOCUMENT DETAILS		
Title:	Parent Code of Conduct Policy	
Policy Approver:	Principal	
Policy Owner:	Vice Principal	
Date Created:	April 2021	
Review Timeline:	Triennial	
Date of Next Review:	May 2025	

  

VERSION CONTROL		
Version	Date	Description
V1	Apr 2021	New policy
V2	August 2022	Updated to include reference to the School Community Order Scheme

  

AUDIENCE	PUBLICATION LOCATION
Public	MLC Staff Hub > Document Central
	myMLCfamily
	MLC external website



# Student Code of Behaviour and Discipline Policy

## 1. PURPOSE

The purpose of the Student Code of Behaviour and Discipline Policy is to outline the College's expectations for all students regarding the conduct expected of them while in the school community, when participating in College related activities or while representing MLC, to ensure the wellbeing of all students and staff in day-to-day school activities

## 2. SCOPE

This policy applies to all students Prep to Year 12.

## 3. POLICY STATEMENT

### 3.1 Principles

The Student Code of Behaviour and Discipline Policy is based on the expectation that students, parents and staff work together in an environment of trust and mutual respect. Courtesy is to be shown to everyone in the community and at school. It should be displayed in the way students speak to each other and to staff, as well as behaviour inside and outside the classroom, including electronic communication. Courteous and thoughtful behaviour is expected in the community and in public at all times, together with honesty and respect for the rights and welfare of others. The College's values (Engage with Respect; Aspire with Responsibility; Act with Compassion; Explore with Courage) guide students' behaviour at MLC.

Wellbeing is the combined physical, social, emotional, cognitive and spiritual state of being, and includes being optimistic and engaging with life. It means having a sense of purpose, self-acceptance, resilience and positive relationships. Student wellbeing is integral to the learning process. This connection combined with the complexity and challenge of societal change means that student wellbeing continues to be an essential priority for MLC.

At MLC, the PROSPER wellbeing framework provides a road map for the evidence-based school and classroom practices that foster student wellbeing and student engagement in learning, and builds a safe and supportive learning community. The PROSPER acronym stands for Positivity, Relationships, Outcomes, Strengths, Purpose, Engagement, and Resilience. The term 'to prosper' means to thrive and succeed in a healthy way – to flourish – and reflects the purpose of this framework. It is an easy-to-remember and easy-to-communicate message that has the potential to inspire the whole school community. The more PROSPER components that a student can access at school, the better their education and the higher their level of wellbeing and achievement is likely to be (Dr Toni Noble, Adjunct Professor, Institute of Positive Psychology and Education, Australian Catholic University).



This policy is underpinned by the following principles:

- a) Students' best interests are always paramount.
- b) MLC takes a whole school, integrated approach.
- c) Consistency between school and home, mutual support, and a shared understanding of approach are important in achieving the best learning and wellbeing outcomes for students.

### 3.2 Expected behaviour – Rights, responsibilities and rules

There are clear standards and expectations regarding rights, responsibilities, behaviour and College rules, to ensure the wellbeing of all students and staff in day-to-day school activities.

As members of the MLC community, it is expected that students will:

- Respect one another, the staff and the environment;
- Show thoughtfulness and sensitivity to the needs and feelings of others;
- Be courteous and honest at all times;
- Affirm each other;
- Take pride in their school;
- Be well groomed and be punctual;
- Obey the public transport regulations when travelling to and from school, and behave in a sensible manner, showing consideration for other travellers;
- Accept responsibility for the care of their environment and contribute to keeping College buildings and grounds as clean and attractive as possible;
- Learn to take responsibility for the consequences of their actions.

Unacceptable behaviour is that which:

- Is dangerous to the student, other students, staff or property
- Is offensive or inconsiderate
- Interferes with the rights of teachers to teach and students to learn
- Breaches the expectations set out in this policy.

Students at MLC have agreed that they are entitled to the following rights:

***We all have the right to be happy, to feel safe, to be treated with respect and to learn***

Students understand that, to enjoy these rights, they have responsibilities towards other members of the school community. Parents and staff are expected to encourage and support the development of acceptable behaviours within the school environment.

## 4. PROCEDURES

### 4.1 Reporting inappropriate student behaviour

It is the responsibility of all students, teachers and parents within the school community to report incidents of inappropriate behaviour.

- a) **Students** are encouraged to report any inappropriate behaviour to any person in authority, or a teacher with whom the student feels confident or comfortable.
- b) **Teachers** are expected to communicate concerns to relevant wellbeing staff who will determine a course of action, outcomes and communications, in accordance with the College's Student Code of Behaviour.
- c) **Parents** should notify their daughter's Class, Home Group or Tutor Group teacher or relevant subject teacher of any incidents which they feel can be construed as inappropriate behaviour and which should be addressed by the school. Parents are encouraged to:
  - Ensure that the student is aware of your proposed action to notify the school.



- Present the problem to the teacher in order to work out a solution or course of action.
- Discuss the action proposed by the teacher and if any involvement of parents is necessary.
- Arrange for a further meeting, if necessary, to assess what has occurred.

## **4.2 Additional Student Responsibilities**

### **4.2.1 Standards of appearance**

As members of the MLC community, students must wear the official MLC uniform and be neat and well-groomed. The MLC Star is worn at all times. Jewellery is not permitted, with the exception of a wrist watch and one pair only of either earring studs or plain sleepers. No facial studs, sleepers or visible tattoos are allowed, hair must be tied back and hair colour must be appropriate. Students are not permitted to wear make-up or nail polish. Only badges relating to MLC activities may be worn.

### **4.2.2 Dress requirements for Excursions and Casual Clothes days**

When students are given permission to wear casual clothes on excursions or casual clothes days, they must be dressed neatly and appropriately. Clothing such as singlet or midriff tops and thongs are not appropriate. Students who dress in these types of garments may be excluded from school activities.

### **4.2.3 Classwork and Homework**

The College aims to encourage and develop each student to her potential. Students are expected to try their best and adhere to the expected standards regarding classwork and homework. Serious misdemeanours, e.g. cheating or forging notes, will be dealt with by the relevant staff member. For students studying a VCE or IB subject, issues regarding the authentication of work and examination rules and regulations are outlined by the VCAA and IBO. These expectations must be followed and the consequences are beyond the control of MLC. Details are outlined in the Senior School Student Handbook.

Where students are not meeting classroom or homework expectations, in considering an appropriate course of action, the teacher may consult relevant staff. Students are also encouraged to approach their teacher to seek assistance where necessary.

### **4.2.4 Smoking, Vaping, Alcohol and Misuse of other Drugs**

MLC does not permit students whilst in the College environment to possess, consume, supply or be under the influence of cigarettes, nicotine, alcohol or drugs prohibited under relevant legislation. Students who are in breach of this policy will be liable to a range of serious consequences, depending on the circumstances and parents will be contacted. Refer to the MLC's *Student Drug Education, Health and Wellbeing Policy*.

### **4.2.5 Using Mobile Phones**

- Mobile phones brought to school are your responsibility.
- Mobile phones should be turned off, or on silent, and put away during class, Assemblies and other school events. NB: For JSS students this applies at all times during the school day.
- Mobile phones can only be used in class with the permission of the teacher.
- Permission for the use of a mobile phone in class might be expressly given by the teacher for a clear learning purpose.
- Such learning purposes might include, but are not limited to, the use of a curriculum-based phone app (such as Smiling Mind), taking photographs of notes or video for fieldwork or other purposes, or searching the internet when a laptop is not practical or available.
- Only give out your mobile number to people you know and trust.
- Don't reply to messages from people you don't know, including companies, which sometimes send SMS SPAM which can cost you money.

- All guidelines in the Agreement for Student Use of Technology at MLC Kew, MLC Marshmead and MLC Banksia regarding online behaviour also apply to the use of mobile phones. Follow the online behaviour guidelines for treating people with respect when using mobile phones and SMS.
- Mobile phones are forbidden to be taken into any exam. Serious penalties apply.
- Students are not to take mobile phones to either MLC Banksia or MLC Marshmead unless permission has been given by the relevant Head of School or Director of Education Outdoors. This is further communicated to students and parents at the relevant time.

#### 4.3 Consequences for Breaches of the Student Code of Behaviour

It is important that students understand that there are consequences for inappropriate behaviour. Disciplinary procedures are used to help students reflect on those aspects of their behaviour which prevent them from making the most of the learning opportunities at MLC.

##### 4.3.1 The Positive Behaviour Reminder (PBR) – Junior Secondary School, Middle School & Senior School

The PBR is designed to help students reflect on those aspects of their behaviour which prevent them, or their peers, from making the most of the learning opportunities at MLC. It is designed to encourage students to behave appropriately, respect school rules and show courtesy and respect for each other and the staff of the College.

PBRs are given by staff for such issues as lack of courtesy, incorrect uniform, lateness to class or missing classes without permission. Students, parents and guardians will receive an email advising when PBRs have been issued. The Home Group or Tutor Group Teacher, Student or House Coordinator and the Head of School will also receive a notification of any PBRs issued.

Five (5) PBRs incur a two-hour Friday detention. A Friday detention will consist of one hour litter collection, and one hour of school work in a silent environment. At this point, the Student/House Coordinator will interview the student and a letter will be sent home to parents/student. If a second Friday detention is incurred, the Deputy Head of School will interview the student concerned and a letter will be sent home to parents/guardians. Any further infringements against the Student Code of Behaviour will result in an interview with the Head of School and may lead to an interview with the Principal.

The student and parents will be informed that a third Friday detention will result in an interview with the Principal.

All PBRs are issued with a conversation between the issuing teacher and the student. Home Group teachers / Tutor Group teachers will monitor PBRs and discuss with the students, as appropriate.

##### Designated PBRs:

- |   |            |
|---|------------|
| • Uniform reminder (JSS)                  | 1 PBR      |
| • Uniform infringements (MS, SS)          | 1 PBR      |
| • Repeated lateness to class or Roll Call | 1 - 3 PBRs |
| • Late to roll call (x5) (JSS and MS)     | 3 PBRs     |
| • Inappropriate behaviour                 | 1 - 5 PBRs |
| • Unexplained absences **                 | 3 - 5 PBRs |
| • Missing school without permission       | 5 PBRs     |

*\*\* Note that PBRs do not replace the absence policy and the prescribed follow-up by classroom teachers.*

##### 4.3.2 Suspension

This may follow a serious offence or persistent disregard of College expectations. This decision is taken by the Head of School, in consultation with the Principal.

Note that it is a requirement of the Victorian Registration and Qualifications Authority (VRQA) that corporal punishment is not permitted.

## 5. STUDENT WELLBEING – KEY STAFF

<b>PRINCIPAL</b>	
<b>SENIOR VICE PRINCIPAL</b>	
<b>VICE PRINCIPAL</b>	
<b>DIRECTOR OF STUDENT WELLBEING</b>	
<b>SENIOR SCHOOL</b>	Head of Senior School Deputy Head of Senior School House Coordinators (Berry, Cato, Fitchett, Krome, Neville)
<b>MIDDLE SCHOOL</b>	Head of Middle School Deputy Head of Middle School Director of MLC Marshmead Year 9 Student Coordinators Year 10 Student Coordinators
<b>JUNIOR SECONDARY SCHOOL</b>	Head of Junior Secondary School Deputy Head of Junior Secondary School Year 7 Student Coordinators Year 8 Student Coordinators
<b>JUNIOR SCHOOL and MLC KINDLE</b>	Head of Junior School Deputy Head of Junior School Director of MLC Kindle Junior School Curriculum Coordinators (Prep-Y2; Y3-Y4; Y5-Y6)
<b>BOARDING (Tiddeman House)</b>	Head of Boarding Deputy Head of Boarding Boarding House Tutors (Y7 – Y9; Y10, Y11, Y12)
<b>INDIGENOUS STUDENTS</b>	Coordinator – Indigenous Programs
<b>INTERNATIONAL STUDENTS</b>	Coordinator – International Students
<b>LEARNING SUPPORT STAFF</b>	Director of Learning Support Learning Support Teachers: <ul style="list-style-type: none"> <li>- Senior School</li> <li>- Middle School</li> <li>- Junior Secondary School</li> <li>- Junior School</li> <li>- Hearing Impaired Program</li> <li>- Compass Program</li> <li>- English as an Additional Language Program</li> <li>- Student Support Program</li> </ul>
<b>STUDENT COUNSELLORS</b>	Coordinator of Student Counselling Student Counsellors
<b>CHAPLAINS</b>	Chaplain – JS and JSS Chaplain – MS and SS
<b>SECURITY</b>	Director of Security, DISPLAN and Transport Security Officers
<b>HEALTH CENTRE</b>	College Nurse and Health Centre Coordinator (Full time) College Nurses (Part time)

## 6. RELATED POLICIES

- Positive Relationships at MLC – Student Anti-Bullying Policy and Procedures
- Agreement for Student Use of Technology at MLC Kew, MLC Marshmead and MLC Banksia
- Drug Education, Health and Wellbeing Policy
- Student Wellbeing Policy

## 7. GOVERNANCE

DOCUMENT DETAILS		
<b>Title:</b>	Student Code of Discipline and Behaviour Policy – CURRENTLY UNDER REVIEW [2021]	
<b>Policy Approver:</b>	Vice Principal	
<b>Policy Owner:</b>	Director of Student Wellbeing	
<b>Date Created:</b>	April 2006	
<b>Review Timeline:</b>	Annual	
<b>Date of next review:</b>	September 2022	
VERSION CONTROL		
Version	Date	Description
V1	Apr 2006	Policy created
V2	Feb 2011	Minor updates
V3	Nov 2012	Minor updates
V4	Apr 2013	Minor updates
V5	Dec 2018	Minor updates to bring policy in line with changes to related College policies (Positive Relationships at MLC – Student Anti-Bullying Policy and Procedures; Student Drug Education, Health and Wellbeing Policy).
V6	Sep 2021	Policy format updated to comply with new College policy template. This policy is currently undergoing a major review.
AUDIENCE		PUBLICATION LOCATION
All MLC staff		MLC Staff Hub > Document Central
Students		MLC Student Hub