



Enrolment Agreement 2024

The Tombolo Academy Enrolment Agreement is a legal contract that sets out the terms and conditions on which student are enrolled at the school. By signing the Agreement, you choose to enter a partnership with the school for the benefit of your child and to support the values of Tombolo Academy.

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1. Our Student

- 1.1. A twice-exceptional student is considered gifted in one or more areas compared to same-age peers and is formally diagnosed with one or more disabilities.
- 1.2. Parents can find the eligibility criteria in the enrolment policy, which forms part of this agreement.
- 1.3. Students are admitted to the school based on their age and their nominal year group determined by a school assessment and supporting documents from psychologists or other health professionals. Informed by the assessments and the documents provided, the school will decide whether it can meet the student's learning requirements and social/emotional needs.
- 1.4. The school expects students to have the agency and requisite skills to engage with the Academy's learning opportunities, exemplifying the potential or capacity to apply themselves in an individualised learning environment. Individualised learning may entail the student learning at levels that differ from their nominal year group or differ for each curriculum area; the school decides this.
- 1.5. When admitting students, the school will also consider the number of learners that make up a particular cohort of learners.

2. Educational Services

- 2.1. Tombolo Academy is registered with the Victorian Registration and Qualifications Authority (VRQA) and is required to fully comply with the Authority's minimum standards, as amended from time to time.
- 2.2. The aim of the school's curriculum (See Tombolo Academy Curriculum Framework) is to equip students with knowledge, skills, and competencies to prepare them for a fulfilling life, enabling them to complete their schooling at the Tombolo Academy, and to transition to another secondary school context, into further education e.g., TAFE, work or applied training opportunities.

- 2.3. The school's curriculum follows the Australian Curriculum Framework, which has been designed to develop successful learners, confident and creative individuals, and active and informed citizens. The Australian Curriculum identifies how the required learning areas are substantially addressed. It is presented as a progression of learning from Foundation - Year 10, that makes clear to teachers, parents, students, and others in the wider community, what is to be taught, and the quality of learning expected of young people as they progress through their academic education at the Tombolo Academy.
- 2.4. Tombolo Academy's approach draws heavily on a strengths-based pedagogy (See Tombolo Academy Curriculum Framework), enabling each individual student to reach their potential underpinned by 'what they do well'.
- 2.5. Each student has a personalised Individual Learning Plan (ILP) developed for them, providing guidance for the development of the student's short- and long-term goals and academic progress. It is based on a wide-ranging appraisal of their academic and behavioural strengths, skills, interests, areas for development.
- 2.6. Students will be supported to engage in learning and develop goals, allowing them to progress in all the Australian Curriculum subject areas offered by Tombolo Academy, intending to extend and enrich their current skills and competencies.
- 2.7. Tombolo Academy provides parents with student progress reports and parent teacher meetings twice per year, together with any State and/or National standardised assessments.
- 2.8. The educational services offered by Tombolo Academy will be determined by the principal at their sole discretion. Courses, the curriculum, teaching approaches, co-curricular activities and other services may be varied, withdrawn, or added to at any time on the provision of written notification where possible.
- 2.9. More detailed information about the educational services offered by the school can be found in the document Learning at Tombolo

Academy which is available on the school's website and informs part of this agreement.

- 2.10. By signing this Agreement, you acknowledge the school's educational services, and accept that the school does not guarantee any specific student outcome or level of achievement in relation to its educational provision.

3. Child Safe Standards

- 3.1. Tombolo Academy is committed to protecting the students in our care. We are committed to providing a child-safe and child-friendly environment, where children and young people are safe and feel safe and are able to actively participate in decisions that affect their lives.
- 3.2. Tombolo Academy is committed to the protection of children from all forms of child abuse and demonstrates this commitment through the implementation of a comprehensive Child Protection Program designed to keep children safe. Child abuse includes sexual offenses, grooming, physical violence, serious emotional or psychological harm, serious neglect, and a child's exposure to family violence.
- 3.3. At Tombolo Academy, we have zero tolerance for child abuse and are committed to acting in the best interests of all children and keeping them safe from harm. The school regards its child protection responsibilities with the utmost importance and, as such, is committed to providing the necessary resources to ensure compliance with all relevant child protection laws and regulations and maintaining a child-safe culture.
- 3.4. The school's Child Safe Code of Conduct outlines appropriate standards of behaviour for all adults towards students. By signing the Agreement, you agree to comply with the standards of behaviour as set out in the Code.
- 3.5. The Child Safe Code of Conduct and Child Safe Policy can be found on the school's website and form part of this agreement.

4. Codes of Conduct

- 4.1. By signing the Agreement, you agree to accept the roles and responsibilities as set out in the Parent and Guardians Code of Conduct and Student Code of Conduct which are available on the school's website, and which form part of this Agreement. In working in partnership with the school for the benefit of your child, you agree to uphold the standards of behaviour as set out in these Codes.
- 4.2. The school has zero tolerance for harmful, threatening, or abusive behaviour at or near the school's premises and online including vexatious communication.
- 4.3. You agree to support your child to comply with the Student Code of Conduct and other school policies and procedures, as updated from time to time. You understand that your child is expected to act in accordance with the values and policies of Tombolo Academy and that significant breaches in this regard could lead to the termination of this Agreement.
- 4.4. There will, on occasion, be reasons why students are absent from school. The list of acceptable reasons and the procedures to be followed by parents in notifying the school can be found in the Parent Handbook and Attendance Policy.
- 4.5. The principal (or executive team, as delegated) has authority to apply whatever measures are appropriate or necessary in relation to the conduct of your child when attending the school and when involved in Tombolo Academy related events. This includes behaviour that might bring the good name of Tombolo Academy into disrepute and may include the decision to suspend or expel the student for any cause judged to be sufficient. The decision to expel a student must be taken by the principal in consultation with the Board and cannot be delegated.
- 4.6. In keeping with principles of procedural fairness and natural justice, a decision to expel a student from the Tombolo Academy can be appealed by the student or their parent/carer.

- 4.7. Corporal punishment is not permitted to be used at the school.
- 4.8. Detailed information about student behaviour, consequences, suspension or expulsion can be found in the document Student Behaviour Policy which is available on the school's website, and which forms part of this Agreement.

5. Fees

- 5.1. By signing the Agreement, you agree to the terms and conditions as set out in the Fee & Levy Schedule which forms part of this Agreement. All signatories to the Agreement are jointly and severally liable for complying with the terms of the Fee Policy and for all fees and levies payable in relation to the enrolment of their child at Tombolo Academy.
- 5.2. Detailed information relating to fees as they currently apply can be found in the Fee & Levy Schedule which forms part of this Agreement. Fees and levies are reviewed on an annual basis and are published for parents on the school's website. The school reserves the right to change the Fee & Levy Schedule at any time if general or other circumstances require such action. The Board will provide parents with notice wherever possible.
- 5.3. Payment of the annual fees is required in full when a student starts, or as set out in the Fee & Levy Schedule.
- 5.4. The school may agree to a request to enter into an arrangement to accept payments quarterly (term by term). Should you wish to apply for such an arrangement please contact finance@tombolo.vic.edu.au
- 5.5. Where any payment is not paid in full within 30 days from the due (or otherwise agreed) date, a \$100 administration fee will be applied. If fee payments continue not to be made, the school may decide in its absolute discretion to terminate the Agreement. The school may further use its discretion to engage in a legal process of fee recovery if it deems that is necessary.
- 5.6. Fees and costs include the following:

- a) An annual IT Levy for the provision for maintenance, updates, and security, payable on the same basis.
 - b) Additional charges to cover the cost of activities, incursions, excursions, and other services that are incurred as part of the regular curriculum expectations. The school will advise you of any additional costs as additional programs become available.
 - c) A holding fee payable if a student takes leave of absence for a period for a term or more and parents wish to retain the child's place on the enrolment register.
 - d) An optional tax-deductible donation to support building improvements and new infrastructure for the school.
- 5.7. No fee discounts apply. In cases of significant hardship, or when difficulties for paying are being experienced or anticipated, families should contact the school at finance@tombolo.vic.edu.au in the first instance in writing and include a proposal for settlement of the account.
- 5.8. The school will not refund fees for any reason other than when the Agreement is terminated with more than the required one term's notice and fees have been paid in advance for more than the notice period.

6. Parent Information and Communication

- 6.1. By signing the Agreement, you agree to provide the school with accurate and up-to-date information as required by law and required for the efficient operation of the school.
- 6.2. The collection of this data is covered by the school's Privacy Policy which is available on the school's website, and which forms part of this agreement.
- 6.3. You warrant that the information you provide is true and correct; false or misleading information can lead to a decision by the school to terminate the Agreement.

- 6.4. Up-to-date contact details, student information and emergency contact details will form part of the Student School Record, be entered into the mandated Enrolment Register and are required for the annual Commonwealth Government census. The school also must have copies of any current court order and/or parenting plans.
- 6.5. You are required to provide the school with information relating to any medical condition experienced by your child including significant wellbeing needs. This information is required for the school to discharge its legal duty of care by supporting the medical and wellbeing needs of students.
- 6.6. If such information is misleading, inaccurate, or missing, the school cannot be held liable for detrimental outcomes and may decide in its absolute discretion to terminate the Agreement.
- 6.7. By entering into a partnership with the school for the benefit of your child, effective communication between you and the school is important. Parents must comply with the Parent Code of Conduct and are encouraged to commit to high levels of engagement with the school.
- 6.8. The school will, at the start of each school year, ask you to confirm that the data it holds is accurate and complete.

7. Parental Consents

- 7.1. The school provides first aid but is not required to treat or diagnose medical conditions. In the event of a medical, dental or other emergency, the school will use its best endeavours to contact you as soon as possible.
- 7.2. By signing this Agreement, you consent to your child receiving necessary emergency medical or dental treatment when it has not been possible to contact you. In agreeing to this consent, you also agree to pay any costs associated with such emergency action.

- 7.3. You agree that the school may publish photographs, videos, sound recordings, etc., of your child on the condition that their name is not published and that they are not identifiable without additional consent. **You may withhold this consent by notifying the school expressly in writing.**

8. Accepting this Agreement

- 8.1. To accept this Agreement, all signatories must complete and sign the following documents:
- a) Parent Handbook
 - b) Student Information Form
 - c) Student Medical Record
- 8.2. All signatories must confirm that they have read, understood, and agree to the Parent Code of Conduct, the Student Code of Conduct and other associated policies as listed at the end of this Agreement.
- 8.3. These documents must be submitted together with payments in full of the relevant fees and levies.

9. Termination

- 9.1. A full term's notice in writing of termination of the Agreement must be given to the school if a parent wishes to withdraw their child from the school.
- 9.2. If no such notice is provided, a charge equivalent to a term's fees, known as fees-in-lieu, will apply. The school will not accept provisional notice.
- 9.3. The school may terminate the Agreement for the following reasons:
- a) Non-payment or late payment of fees or levies.
 - b) Significant breaches of the Agreement, Codes of Conduct, associated policies.
 - c) False, misleading or the withholding of information.
 - d) Student behavioural issues impacting on their learning and that of others.

- e) Physical or verbal aggression threatening the health and safety of themselves, other students and/or staff.
 - f) Material changes in an assessment resulting in an inability to meet your child's needs.
 - g) A serious breakdown of trust between the school and a parent.
- 9.4. A decision by the school to terminate the Agreement must be taken by the Principal in consultation with the Board and not delegated.
- 9.5. The school recognises that a decision by the school to terminate the Agreement is serious with significant consequences for the student concerned. For this reason, the way in which the decision was made may be the subject of an appeal to the Board.

10. Indemnification and Liabilities

- 10.1. The school will not be held responsible for the loss or damage, for whatever cause, of parent or student property including, but not limited to, personal devices, laptops for school use, mobile phones, sporting equipment, clothing. You are advised to arrange your own insurance cover.
- 10.2. By signing this Agreement, you agree to indemnify the school for any loss or damage to the school's property, buildings or facilities arising from the use, actions or possession by your child or loss or damage arising as a result of non-compliance with the Student Code of Conduct or Parent Code of Conduct.

11. Jurisdiction

- 11.1. This Agreement is governed by the laws of Victoria and is subject to the jurisdiction of the courts of that State.
- 11.2. If any part of this Agreement is held to be illegal or unenforceable, the remaining provisions will not be affected.

12. Privacy

- 12.1. The school collects, manages, retains, and protects information in order to meet its statutory obligations and effectively to manage

the operations of the school. In collecting such information, the school complies with the requirements of the National Privacy Principles as contained in the Privacy Act 1988 (Cth) and with the Health Records Act 2001 (Vic).

- 12.2. Information may be collected in relation to parents, students, employees, and others who come into contact with the school. More detailed information, including the purposes for which information can be collected, can be found in the school's Privacy Policy which is available on the school's website, and which forms part of this Agreement.

13. Complaints and Grievances

- 13.1. The school welcomes feedback from members of the school community as a way for it to consider how services and operations could be improved. The way in which the school will handle complaints and grievances is set out in the Complaints Policy which is available on the school's website and which forms part of this Agreement.

14. Associated Policies

- 14.1. The following policies and process documents are available on the school's website and form part of this Agreement:
- a) Anti-bullying and Harassment Policy
 - b) Student Behaviour Policy
 - c) Child Safe Standards Policy
 - d) Code of conduct for students
 - e) Code of conduct for parents/guardians
 - f) Complaints and Grievances Policy
 - g) Curriculum, Assessment and Reporting Policy
 - h) Enrolment Policy
 - i) Fees Policy including a fee schedule for the relevant year(s)
 - j) Teaching and Learning Policy, including educational services provided
 - k) Privacy Policy
 - l) Suspension and Expulsion Policy

15. Variations to the Agreements

- 15.1. By signing this Agreement, you confirm that you accept the school's terms and conditions and those of the related policies. The Agreement remains in place for the duration of the student's time in the school.
- 15.2. For the efficient and successful running of the school over time, the school must be responsive to change. By enrolling your child in the school and by signing this Agreement, you accept that the school may make reasonable changes to this agreement.

16. Signed Agreement Declaration

- 16.1. The Tombolo Academy Enrolment Agreement is a legal contract that sets out the terms and conditions on which students are enrolled at the school. By signing the agreement, you confirm:
 - a) that you will encourage and support your child in meeting the requirements of the Student Code of Conduct,
 - b) that you are entering into a partnership with the school for the benefit of your child and that you will support the values of Tombolo Academy,
 - c) you have read the Parent and Student Code of Conduct, other associated policies and accept all terms and conditions contained therein,
 - d) you will be bound by the terms and conditions of this Agreement which may be varied from time to time at the school's absolute discretion,
 - e) that the terms and conditions always apply jointly and severally to all signatories to the Agreement throughout your child's time as a student in the school in all places when the student is in the care of the school e.g., on campus, camps, excursions, transport provided by the school and online,

- f) that you have provided accurate up-to-date information as required for the:
 - i. Student Record
 - ii. Student Medical Record

17. Declaration

I/we declare that the information provided on this form is accurate and that I/we have provided the appropriate supporting documents.

Parent/Guardian 1 full name: _____

Relationship to student: _____

Signature: _____

Date: _____

Parent/Guardian 2 full name: _____

Relationship to student: _____

Signature: _____

Date: _____