Melbourne Archdiocese Catholic Schools

Enrolment Agreement

MACS Schools

Introduction

Melbourne Archdiocese Catholic Schools Ltd (MACS) is a company limited by guarantee, established in 2021 by the Archbishop of the Catholic Archdiocese of Melbourne to assume responsibility for the governance and operation of MACS schools across the Archdiocese of Melbourne. MACS subsequently established Melbourne Archdiocese Catholic Specialist Schools Ltd (MACSS) to deliver educational services to children with diverse needs, and Melbourne Archdiocese Catholic Schools Early Years Education (MACSEYE) to provide early years care and education services.

The Statement of Mission set out in the MACS Constitution, and in the constitutions of its subsidiaries, MACSS and MACSEYE, articulates the Archbishop's expectations of Catholic education within the Archdiocese. It provides an essential context and foundation for the organisation, and for the direction that the MACS Board must observe in pursuing the company's objects.

The Board is responsible for ensuring that all policies and procedures relating to the operations of MACS and its subsidiaries are consistent with the Statement of Mission, the company's objects, and any directions issued by the Archbishop from time to time.

Purpose

In this Enrolment Agreement, references to:

- **School** means the MACS school identified in the *Enrolment Application Form* and includes MACS where appropriate as operator of the school.
- **MACS school/s** means primary and secondary schools or colleges operated by MACS and specialist schools operated by MACS subsidiary Melbourne Archdiocese Catholic Specialist Schools (MACSS).
- **Parents** and **carers** mean the parent, legal guardian or carer named and signing this Enrolment Agreement as having responsibility for the student. If more than one person is named, a reference to a parent or carer means any one of them or all of them.
- **Principal** means the person occupying the position of principal of the school, or their representative acting in that role from time to time.
- **Student** or **child** means the student identified in the *Enrolment Application Form*.
- **School Fees** means all fees, levies and other compulsory charges associated with the student's enrolment as set out in the Fees, Levies and Charges Schedule and as amended, varied or increased by the school from time to time.

This Enrolment Agreement outlines the terms and conditions for enrolling domestic students and those eligible for government funding in MACS schools. It should be read alongside the *Enrolment Policy for MACS Schools* and the *Enrolment Application Procedures*.

To confirm your child's enrolment offer, you must accept and sign this Agreement. Please read the terms and conditions carefully before signing.

The enrolment of international students (those holding a subclass 500 visa) is governed by the *Dependent and Temporary Full-fee Paying Overseas Students Procedure*.

Terms and conditions

1. Education services

1.1 Catholic education is intrinsic to the mission of the Church; one means by which the Church fulfils its role in helping people discover and embrace the fullness of life in Christ. MACS schools offer a broad, comprehensive curriculum imbued with an authentic Catholic understanding of Christ and His teaching, and a lived appreciation of membership of the Catholic Church.

1.2 Education services in MACS schools include:

- Curriculum and co-curricular activities, determined by the principal of each school. Course offerings and co-curricular activities may be varied or withdrawn at any time, including changes to subjects offered, teaching methods and other services affecting students.
- Targeted support for students assessed by the school as requiring additional assistance with literacy and numeracy, health and wellbeing, and social and emotional development. The level of support provided will reflect individual student needs.
- Active strategies to create a culturally safe and inclusive school environment that recognises the diverse circumstances of all students and supports those from vulnerable cohorts.

1.3 Parents and carers, as their children's first educators, enter a partnership with the school and parish(es) to promote and support their child's education. They are responsible for maintaining this partnership by supporting the school in providing education within the scope of its registration, and by furthering the spiritual and academic lives of their children.

2. Enrolment requirements

2.1 Parents and carers are required to provide information about their child during the enrolment process, both at the application stage and once a place has been offered.

2.2 Lodging an Enrolment Application Form does not guarantee enrolment at the school.

2.3 If the information requested is not provided, the principal will be unable to enrol your child.

2.4 To meet MACS and government requirements, parents and carers must submit a completed *Enrolment Application Form* including, among other things:

- evidence of your child's date of birth (e.g. birth certificate, passport)
- religious denomination (e.g. Baptism Certificate, where applicable)
- previous school records and academic reports (if applicable)
- names and contact details for the child and parents or carers, including home address, email address, and home, work and mobile telephone numbers
- names and contact details of emergency contacts (other than parents or carers)
- specific residence arrangements
- the language/s spoken and/or heard at home
- nationality and/or citizenship, including visa subclass granted on entry to Australia (prior to citizenship being granted), where applicable
- the child's doctor's name and telephone number
- current diagnoses, medical conditions, health needs and immunisation history, including up-to-date medical/health information (e.g. condition-specific action or management plans, diagnostic reports)
- information about additional health and learning needs (e.g. requirements for support with personalised care, mobility, language, social skills, wellbeing, challenging behaviours, or curriculum adjustments)

- current parenting agreements or court orders, including any child protection or family violence intervention orders
- confirmation of whether the student identifies as Aboriginal and/or Torres Strait Islander, for census reporting purposes.

2.5 Following lodgement of the Enrolment Application Form, school staff may request further information.

2.6 The school will arrange a meeting with parents and carers as part of the enrolment process. An interpreter can be arranged if required.

2.7 Where a school is oversubscribed, enrolment application criteria are set out in the *Enrolment Application Procedures*.

3. Period of enrolment

3.1 Once approved by the principal, the student's enrolment commences in the entry year and continues until the final gazetted school day within their final year, unless withdrawn or terminated earlier.

3.2 Where an enrolment is terminated or withdrawn, re-enrolment is at the principal's discretion and subject to the school's enrolment application requirements.

4. Fees, Levies and charges

4.1 The principal is responsible for setting school fees, levies and other compulsory charges within MACS requirements and having regard to government funding allocations. School Fees generally cover most curriculum-related activities. Additional costs may apply for some excursions, camps, activities, building funds and programs. Where additional charges apply, the school will notify parents and carers in advance.

4.2 Schools may offer eligible families a range of payment methods to ease the financial burden and support financial planning.

4.3 Parents and carers are responsible for paying all School Fees associated with their child's enrolment and attendance as set out in the school's Fees, Levies and Charges Schedule provided at enrolment and any adjustments made from time to time.

4.4 The principal has discretion to restrict the student or any sibling also enrolled at the school from participation in optional or extracurricular activities, such as paid excursions, while School Fees remain outstanding.

4.5 Parents and carers agree that payment of School Fees is a condition of the student's enrolment and ongoing attendance at the school and failure to pay School Fees when due may result in termination of the student's enrolment or any siblings also enrolled at the school.

4.6 Parents and carers are jointly and severally responsible for payment of all School Fees. This applies even if the School Fees are usually paid by one parent or carer, and regardless of whether a statement of fees or invoice is addressed to only one parent or carer. It is expected that School Fees are paid when due and payment must not be delayed due to a private dispute between parents and carers including in relation to marital or de facto separation, child support or ongoing legal proceedings. Any apportionment of the School Fees is to occur in discussion and by mutual agreement in writing with the school and in accordance with any relevant procedures.

4.7 Unless waived by MACS, parents and carers agree to indemnify MACS in respect of any costs or charges incurred including legal costs on an indemnity basis in relation to any debt recovery action taken by the school to recover unpaid School Fees.

4.8 Unless waived by MACS, MACS will charge interest on unpaid School Fees that are overdue by more than 30 days. Interest will accrue daily on the overdue amount from the

relevant due date until the date that full payment has been made at a rate equal to the cash rate set by the Reserve Bank of Australia plus 2%.

4.9 Parents and carers acknowledge that MACS may seek to recover unpaid School Fees in accordance with relevant MACS procedures including by engaging debt collection services or initiating legal proceedings.

4.10 Any failure, delay or staying of debtor recovery action in relation to unpaid School Fees does not constitute a waiver of MACS' rights under this Enrolment Agreement.

5. Enrolments with school age exemptions

5.1 The *Enrolment Policy*, *Enrolment Application Procedures* and *Enrolment Variation Procedures* are designed to ensure MACS schools comply with all relevant Victorian and Australian government legislation.

5.2 Where applicable, parents and carers must apply for and obtain an approved exemption to minimum or maximum age requirements from the MACS Director, Education Excellence before their child enrols or continues enrolment at a MACS school. Refer to the MACS *Enrolment Application Procedures* and *Enrolment Variation Procedures* for further information on age exemption processes.

6. Child-safe environment

6.1 MACS has a moral, mission-driven and statutory responsibility to provide child-safe environments where children are protected from harm and abuse. MACS schools are inclusive, culturally safe and responsive settings where children are respected, their views are valued, and where they are, and feel, safe.

6.2 Every member of the MACS school community, including parents and carers, shares responsibility for safeguarding the wellbeing and safety of all children. The protection and best interests of children must be central to all actions, interactions and decisions.

6.3 MACS' child safety commitments, expectations and procedures are set out across a suite of documents including the *Child Safety Code of Conduct*, *Child Safety and Wellbeing Policy* and procedures, and Codes of Conduct for staff, parents, carers and students. Together, these establish clear expectations for identifying, reporting and responding to concerning behaviour and allegations of abuse in accordance with mandatory PROTECT obligations.

6.4 All staff and volunteers are trained in child safety, are required to follow MACS child safety policies and procedures and are subject to ongoing supervision and monitoring to ensure they remain suitable to work with children.

6.5 MACS schools, in partnership with families, are committed to ensuring children and young people can actively participate in decisions that affect their safety, wellbeing and rights. Concerns are addressed promptly, fairly and transparently.

6.6 Child safety and wellbeing policies and procedures are available on the school website and updated regularly. Further information is available at:

- Statement of Commitment to Child Safety on MACS website
- MACS child safety page: macs.vic.edu.au/Our-Schools/Child-Safety.aspx
- Victorian Catholic Education Authority (VCEA) child safety page: cecv.catholic.edu.au/Our-Schools/Child-Safety
- Victorian Government PROTECT: vic.gov.au/protect

7. Policies and procedures

7.1 MACS schools must publish the *Enrolment Policy for MACS Schools*, *Enrolment Application Procedures* and this Agreement on the school website.

7.2 References in this Agreement to the *Enrolment Policy for MACS Schools* and *Enrolment Application Procedures* include related processes, guidelines and other applicable governance documents.

7.3 Parents and carers agree to comply with all MACS policies and procedures, as introduced or amended from time to time, including those relating to:

a. the care, safety and welfare of students, including student behaviour management

b. equal opportunity and anti-discrimination

c. standards of dress, uniform and appearance

d. grievance and complaints

e. social media and the use of information, communication and technology systems

f. privacy

g. parent and carer behaviour and conduct, including any Parent and Carer Code of Conduct as published and amended from time to time.

7.4 The principal, through relevant delegations, has absolute discretion in all operational and educational matters as determined by the MACS board, the governing authority.

8. Acceptable behaviour and conduct

8.1 MACS educational communities exemplify the Gospel values of love, forgiveness, justice and truth. Every member of the school community has the right to be respected and to feel safe, and a corresponding obligation to behave responsibly.

8.2 Every person at the school has the right to feel safe, to be happy and to learn. To uphold this, the school aims to:

- promote the values of honesty, fairness and respect for others
- recognise the worth of all community members and their right to work and learn in a positive environment
- maintain good order and harmony
- affirm both cooperation and responsible independence in learning
- foster self-discipline and personal responsibility.

8.3 MACS and the school, in consultation with the school community where appropriate, will set standards of dress, appearance and behaviour for students, taking into account Aboriginal, cultural, religious and diverse backgrounds and circumstances.

8.4 A high standard of behaviour is expected of all students at all times. Parents and carers agree to help their child understand the *Code of Conduct – Students*, reinforce the importance of complying with it, and actively support the school in implementing all relevant MACS policies, procedures and codes of conduct.

8.5 As a condition of enrolment, students are required to comply with the school's behaviour policies and *Code of Conduct – Students*, including prescribed standards of dress and appearance.

8.6 Unacceptable behaviour or a breach of the *Code of Conduct – Students* may result in suspension or termination of the student's enrolment.

8.7 Parents and carers agree to comply with the *Code of Conduct – Parents and Carers* and all relevant MACS policies. Any breach may result in the school taking lawful steps to address the behaviour or conduct concerned, including termination of the enrolment of the student and any siblings.

9. Protection of the Catholic Mission

9.1 As a provider of Catholic education, the principal will consider the need for the school community to represent and comply with the doctrines, beliefs and principles of the Catholic faith when making decisions regarding school administration, including enrolment. Students and families of all faiths are warmly welcomed at the school. At the same time, MACS reserves the right to exercise administrative discretion – including suspending or terminating an enrolment, where necessary, to avoid injury to the religious sensitivities of the Catholic school community.

10. Provision of accurate information

10.1 MACS schools are required to collect information about parents, carers and their child. The principal must be made aware of each student's individual circumstances insofar as these may affect their learning, health and wellbeing, and social-emotional needs – particularly where the school is required to provide additional support.

10.2 Parents and carers must provide information about their child during the enrolment process to enable MACS and the school to meet duty of care obligations and satisfy government requirements. Schools are required to confirm that a student agrees to identify as Aboriginal and/or Torres Strait Islander before recording this in the census.

10.3 Parents and carers must provide accurate and up-to-date information when completing the *Enrolment Application Form*. Additional information or documentation may be requested – such as medical or specialist reports, reports from previous schools, court orders or parenting agreements – where relevant to the child's schooling. Providing requested documentation throughout the period of enrolment is a condition of enrolment. Enrolment may be refused or terminated where parents or carers unreasonably refuse to provide requested information or knowingly withhold relevant information from the school.

10.4 Where new information arises during a child's enrolment that is material to their educational, health, safety or wellbeing needs, parents and carers must provide that information to the school promptly. Failure to do so may be treated as a breach of this Agreement.

10.5 Providing an inaccurate residential address or failing to update the school when a residential address changes, may also constitute a breach of this Agreement.

10.6 Any breach of this Agreement regarding the provision of accurate information that is not rectified upon the school’s request may result in suspension or termination of enrolment.

11. Enrolment for students with additional needs

11.1 MACS schools welcome enrolments of children with additional needs and will take reasonable steps to accommodate each student, provided that prior to enrolment an understanding has been reached between the school and parents or carers regarding:

- the nature of any diagnosed or suspected medical condition, disability or other circumstance relevant to the student’s additional learning needs (for example, giftedness or experience of trauma)
- the nature of any additional assistance recommended or appropriate for the student, such as medical or specialist equipment, specialist referrals, welfare support, modifications to the classroom environment or curriculum, aide assistance, individual education programs, behaviour support plans or other educational interventions
- the individual learning, health, wellbeing and social-emotional goals appropriate to the student, and how parents, carers and the school will work in partnership to achieve them
- the extent to which the additional adjustments requested can reasonably be provided by the school, having regard to the needs of the student and the impact on other students, staff and the broader school community.

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

11.3 As a student's educational needs may change over time, the school will review the adjustments provided throughout the course of enrolment, in consultation with parents, carers and the student's treating medical and allied health professionals, to assess whether:

- the adjustments remain necessary and appropriate to the student's needs
- the adjustments are having the anticipated positive effect on the student's learning, health, wellbeing and social-emotional goals
- the adjustments remain reasonable and practicable having regard to the student's needs and the impact, if any, on the school community.

11.4 To support students' learning, health, wellbeing and social-emotional needs, students with additional needs can access school-based services as well as MACS Student Engagement assessment consultancy services, where it is determined that such support is needed to clarify their learning profile and build teacher capacity. Please speak with your school for further information.

12. Student learning progress and reporting

12.1 Parents and carers are kept informed of their child's learning progress through a range of opportunities throughout the year.

12.2 Two comprehensive written reports are provided each year, along with at least one interview where parents and carers can discuss their child's progress and achievements with their teacher.

12.3 Additional meetings can be arranged at any time if there are concerns or if parents and carers would like an update on their child's progress.

13. Withdrawal of student by parents and carers

13.1 Parents and carers may withdraw the student's enrolment at any time by notifying the school in writing. The following notice periods apply:

- If the student is to leave at the end of a term, notice must be given before the first day of that term.
- If the student is to leave during a term, notice must be given before the first day of the preceding term.

13.2 Pro-rata School Fees and levies apply for any period until the school receives completed written notice of termination of enrolment.

13.3 Where parents or carers wish to withdraw a child under 17 years of age who will not be attending another school, an exemption must be sought. Refer to the Department of Education guidance on Exemption from School Attendance and Enrolment for further information and application forms.

14. Student behaviour and discipline

14.1 The principal has absolute discretion to determine when student conduct warrants disciplinary action. Disciplinary measures, applied in accordance with the *Student Behaviour Support Policy* (including the *Suspension, Negotiated Transfer and Expulsion of Students Procedures*), may include:

- withdrawal of privileges
- detention at times the principal considers appropriate
- additional schoolwork during or outside normal school hours
- suspension

- expulsion
- any other consequences the principal considers reasonable and appropriate.

14.2 Serious failure to comply with the *Student Behaviour Support Policy* and procedures may affect a student's enrolment. The student may be suspended, their enrolment may be terminated, and/or the school may charge or retain all or part of the School Fees, levies or charges for that term.

14.3 MACS may seek to hold parents and carers liable for costs arising from damage caused by a student to school property, in accordance with applicable law.

15. Termination of enrolment by the school

15.1 MACS reserves the right to require parents and carers to withdraw the student from the school or to terminate the student's enrolment or the enrolment of any sibling also enrolled at the school at any time if the school reasonably considers that:

- the student's behaviour, attitude or approach to schoolwork, school activities or conduct while at school is unsatisfactory
- the student has demonstrated misconduct or unsatisfactory performance
- the student has failed to comply with school policies, procedures or the *Code of Conduct – Students*
- the relationship of trust, confidence and cooperation between parents or carers and the school or its staff has broken down
- the student is not benefiting from the academic programs provided by the school
- the behaviour or conduct of parents or carers towards the school or its staff breaches school policies, procedures or the *Code of Conduct – Parents and Carers*
- School Fees or other charges payable under this Enrolment Agreement have not been paid to the school within the school's payment terms or within the terms of any written payment agreement
- the student's ongoing enrolment is untenable or is not in the best interests of the student or the school.

16. Complaints regarding enrolment

16.1 All MACS schools maintain a fair, effective and efficient complaints-handling process to address complaints about enrolment and other matters.

16.2 Parents and carers wishing to make a complaint about the enrolment process or an enrolment decision may raise the matter with the principal or relevant staff member, either in writing or by appointment. The complaint will be handled in accordance with the *Complaints Handling Policy*.

17. General conditions

17.1 This Enrolment Agreement constitutes the entire agreement between parents and carers and MACS in relation to the student's enrolment at a MACS school.

17.2 MACS may vary or amend the terms and conditions of this Enrolment Agreement, the *Enrolment Policy*, or related policies, procedures, guidelines and codes of conduct from time to time. The principal will notify the school community of any such changes and publish updated documents on the school website.

17.3 The student's enrolment and this Enrolment Agreement may be terminated in the event of a material breach of this Enrolment Agreement, or where the application of a school policy or procedure necessitates or permits such termination.

17.4 This Enrolment Agreement may be validly signed by means of wet ink signatures, or by electronic signatures transmitted electronically (such as by email in PDF format or via an electronic signature platform). An electronic signature or an electronically transmitted copy

of a signature page will have the same legal effect of a handwritten signature for all purposes.

17.5 Should any part of this Enrolment Agreement be held to be invalid, illegal or unenforceable, the remaining parts will remain valid and enforceable.

17.6 Any warranty, representation, guarantee or other term or condition not expressly contained in this Enrolment Agreement is excluded and has no force or effect.

17.7 This Enrolment Agreement is governed by the laws of the State of Victoria and the Commonwealth of Australia.

18. Acceptance of enrolment offer

By signing this Enrolment Agreement, I/we acknowledge that I/we are entering into an agreement with Melbourne Archdiocese Catholic Schools Ltd (MACS), as the owner and governing authority of the school, and jointly and severally accept the terms and conditions of enrolment set out in this Enrolment Agreement.

I/we accept the offer of enrolment of my/our child at the school in the entry year and entry year level noted in this Enrolment Agreement.

I/we understand that if any misleading or incomplete information has been provided in the *Enrolment Application Form*, or if any additional information or documentation requested by the school has not been provided, acceptance may not be granted – or, if discovered after acceptance, enrolment may be suspended, withdrawn or terminated.

I/we agree to:

- support the vision of MACS and the school, and work in partnership with the school to support my/our child's spiritual, academic, social and behavioural needs
- comply with all MACS and school policies, procedures, guidelines and codes of conduct as amended from time to time, including those relating to programs of study, sport, pastoral care, school uniform, acceptable behaviour, child safety, discipline and general school operations
- support my/our child's participation in the religious life of the school, including school and parish liturgies and retreat programs
- attend parent-teacher interviews and information evenings relevant to my/our child
- raise any concerns in the first instance with the relevant staff member (such as the class teacher or registrar) and then with the principal
- treat all members of the school community with the respect befitting a Catholic school
- keep all information provided to the school accurate and up to date throughout the period of enrolment, and notify the school promptly of any changes (such as a change of residential address or parenting orders)
- be responsible for the costs of my/our child's school uniform and supplies, and accept that the school is not liable for any damage to, loss of, or theft of personal items brought to school by my/our child
- be jointly and severally responsible for the payment of all School Fees, including any variations or increases, and understand that failure to pay may result in termination of enrolment
- read and comply with the *Code of Conduct – Parents and Carers*, and ensure that any family members, friends or agents permitted to engage with or act on my/our behalf in relation to the school – for example, at school events, meetings, or for drop-off and pick-up – also comply with the *Code of Conduct – Parents and Carers* and all relevant MACS and school policies and procedures
- read, or support my/our child to read, understand and comply with the *Code of Conduct – Students.*

I/we understand that in an emergency, accident or serious illness, the principal (or their representative) is authorised to administer first aid or seek medical attention for my/our child as

required, including arranging transportation to the nearest hospital, medical centre or doctor by ambulance or private vehicle. I/we agree to be responsible for any ambulance or medical costs incurred.

I/we agree and accept that, unless a written direction to the contrary is provided by all signatories to this Agreement or a Court Order provides otherwise, the school may accept an instruction from one parent or carer as an instruction from all parents and carers.

Acceptance of enrolment

To be signed by all parents or carers with legal decision-making responsibility for the child's education and enrolment.

Parent or carer	
Full name:	
Signature:	
Date:	

Parent or carer	
Full name:	
Signature:	
Date:	

Personal information collected through this form will be held, used and disclosed in accordance with the *Privacy Collection Notice – Students and Parents* and the *Privacy Policy*, both of which are available on the school website.

Policy information

Sponsoring executive	Director Education Excellence
Policy owner	Chief of Regional Operations
Approving authority	MACS Board
Assigned board committee	Education Strategy and Policy
Approval date	14 September 2026
Risk rating	Extreme
Review by	September 2030
Publication	MACS website, CEVN, Gabriel, school website

Policy database information

Assigned framework	Enrolment
Supporting documents	Enrolment Application Procedures Enrolment Variation Procedures Concessional Fees Procedures Complaints Handling Policy for MACS Schools Recordkeeping Policy for MACS Schools School Community Safety Order Scheme – Internal Review Process School Suspension Negotiated Transfer and Expulsion of Students Procedures
Superseded documents	Enrolment Agreement – Template for primary schools Enrolment Agreement – Template for secondary schools Enrolment Application Form – Template for primary schools Enrolment Application Form – Template for secondary schools Enrolment Policy – Template for primary schools Enrolment Policy – Template for secondary schools Enrolment Procedures for MACS Schools Enrolment Variations Guidelines Student Acceleration and Retention Policy Student Acceleration and Retention Policy for MACS Schools