

6.4.2 WRCS ENROLMENT AGREEMENT

1. Acceptance of Offer of Enrolment at Western Riverina Community School (WRCS)

The WRCS enrolment agreement is to ensure all students, parents/guardians/caregivers are aware of their rights and responsibilities and the terms and conditions connected with their enrolment at WRCS. We, WRCS, ask that you read the agreement and discuss it with the WRCS representative and then sign to affirm that you understand and will abide by all terms and conditions outlined herein.

- 1.1 An offer of enrolment at the WRCS must be accepted by the student and the parent/guardian/caregiver where appropriate, unless WRCS agrees to waive this requirement. Upon acceptance, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 1.2 If parents/guardians/caregivers wish to defer the entry of a student to a different calendar year to the initial request, WRCS will advise whether it can agree to this. If WRCS is unable to agree, WRCS will add the student to a waiting list for the requested year, although there will be no guarantee that WRCS will have the capacity to accommodate such requests.

2. Conditional Enrolment

- 2.1 WRCS is a Special Assistance School and is therefore for students whose personal situation or background acts to impede their ability to find success in mainstream education. All enrolments are conditional upon the WRCS being satisfied in its discretion that WRCS can meet the student's needs. Where WRCS identifies the school cannot support the specific needs of the Student, WRCS may cancel the enrolment.
- 2.2 WRCS may require parents/guardians/caregivers to provide reports and assessments necessary to determine the particular needs of the student. *[Such records are inclusive of the medical, academic, legal reports and any assessments pertaining to the student's history]*. Additionally, given WRCS is a Special Assistance School (SAS) WRCS may also require evidence supporting that the student has engaged with services to effect positive behavioural change.
- 2.3 Competence in English is a pre-requisite for enrolment at WRCS. Should the school consider the student's literacy and/or English language capabilities are not sufficient for entry into the WRCS, it may require the student to undergo an intensive English language course or undertake a language literacy numeracy assessment. Where WRCS identifies such actions are required, and the student cannot achieve the required English language and literacy, numeracy levels, WRCS may decide the enrolment should be cancelled.

3. Progress of Student

If WRCS considers that the progress of a Student is unsatisfactory and that it can no longer meet the student's needs, it may cancel the enrolment of the student by giving not

less than one month's notice. WRCS will provide such notice in writing to the student and parents/guardians/caregivers.

4. **Withdrawal of Students**

Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires parents/guardians/caregivers to notify WRCS in writing of the name of the school the student will be attending and the grade level the student will be entering at the new school.

5. **Obligations and Rights of Students**

Students are required to have high standards of behaviour and by signing this agreement, agree to the following:

All students have the right to:

- 5.1 **Regularly Attend School** Students have an obligation to attend school and achieve or exceed 80% attendance.
- 5.2 **Attend a safe** and supportive learning environment focused on their wellbeing.
- 5.3 **Participate in** quality learning opportunities.
- 5.4 **Participate in** a Personal Learning Planning (PLP) process and have access to reasonable adjustments as required.
- 5.5 **Offer feedback** to WRCS.
- 5.6 **Make known**, either formally in writing or informally through discussion with a staff member, any concerns, or grievances they may have.
- 5.7 **Be heard** and feel valued and respected.
- 5.8 **Be provided** with structures supporting procedural fairness in respect to disciplinary action or assessment decisions.
- 5.9 **A student is responsible for:**
 - **Attending** and participating to the best of their ability
 - **Ensuring** that they communicate any concerns or needs that may affect their attendance and participation.
 - **Taking responsibility** for themselves, their words, and their actions.
 - **Being considerate**, respectful, and inclusive of others.
- 5.10 **Harassment** - a student, will not involve themselves, condone or support, others in engaging in acts upon another person within the school community deemed to be any form of assault, harassment, intimidation, or threatening behaviours.

Additionally, the student will **not engage** in any activity that does or may incite hatred towards any other student. Activities indicative of harassment involve actions which include developing serious contempt for, or severe ridicule of, a person or group of persons.

Furthermore, such actions developing from negativities based on the grounds of the age, race, sex, homosexuality, transgender, marital status, physical or intellectual disability, or religion of any person or members of the group/s are all forms of harassment.

- 5.11** **Abide** by WRCS's terms and conditions combined with current student values; Respect, Responsibility, Positivity and *supplied* WRCS Codes of Conduct.
- 5.12** **Always behave** courteously and considerately with each other and all staff.
- 5.13** **Not do** anything which may bring the school into disrepute, including posting and publishing comments in print and electronic media.
- 5.14** **Support** the goals and values of WRCS.
- 5.15** **Attend** the school during school hours, except in the cases where the student is unable to attend due to sickness, or in circumstances where the Principal has agreed to an exemption. Such exemptions remain at the discretion of the Principal. The Principal will require specific evidence to support any request for leave and or exemption from attendance at WRCS.
- 5.16** **Not engage** or condone/support others in any offensive conduct or any unlawful activity.
- 5.17** **Not remove**, damage, or use any property of WRCS or College without having permission from the organisation or a relevant member of staff.
- 5.18** **Not obstruct** a member of staff in the performance of the member's duties especially where this may raise safety concerns.
- 5.19** **Make every effort** to comply with any/all reasonable directions given by the School/College staff; this includes any direction regarding appropriate behaviour or safety.
- 5.20** **Engage**, participate in any/all examinations or other form of academic assessment in an honest, open, and transparent manner.
- 5.21** **Demonstrate** an acceptance of diversity and will therefore not discriminate against a person on the grounds of the person's age, race, sex, homosexuality, transgender, marital status, physical or intellectual disability, or religion.
- 5.22** **Adhere to** WRCS's Policies aligned to:
- Special Assistance and Support
 - Safe and Supportive Environment
 - Enrolment and Attendance
 - Student Discipline

6. Obligations of parents/guardians/caregivers

The parents/guardians/caregivers:

- 6.1 **Must accept** and abide by the requirements and directions of the School Board and or the Principal, the school executive and, or their delegate relating to the student and/or students. Generally, not interfere in any way with the conduct, management, and administration of the school.
- 6.2 **Are required** to support the goals, values, and activities of the school.
- 6.3 **Should engage with** WRCS's Facebook page regularly and read distributed Newsletters.
- 6.4 **Must promptly** advise WRCS:
- (1) in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form.

Withdrawal of offers of enrolment may occur where WRCS loses contact with the parents/guardians/caregivers. Loss of contact in relation to the requirements of this agreement occurs when WRCS does not receive a timely response to communications, and/or there is a return to the school of mailed correspondence utilising postal services provided by Australia Post.

- (2) if the student is absent from school due to ill health and the nature of the illness and/or any other reason,
- (3) notify in writing of any orders or arrangements that affect the student concerning custody or access. Changes to parents/guardians/caregivers or any other orders or arrangements relevant to the student's education and welfare. Additionally, parents/guardians/caregivers will provide copies of any orders to WRCS.

The parents/guardians/caregivers must also:

- (a) **Communicate** with students, other parents/guardians/caregivers, visitors, and staff members in a courteous manner, and follow the communication guidelines laid down by the school from time-to-time. Additionally, parents/guardians/caregivers must observe the WRCS Code of Conduct.
- (b) **Actively engage** to attend parent-teacher interviews and parents/guardians/caregivers forums and participate in courses offered by WRCS which are relevant to the student's education.
- (c) **Not use** social media to denigrate WRCS, staff, students, or other members of the WRCS community.

In consideration of the above, WRCS is a "client-centered" service where the client is the student. WRCS will place the student first in terms of all our interactions with the

student. With this focus, WRCS will make judgements to facilitate actions concerning student ability to achieve personal learning goals.

Such judgements and actions will occur within bounds of professional knowledge and may be supported by information accessed from internal and external support services. Furthermore, in any decision-making process, WRCS will recognise the individuals background and will align actions with and to this knowledge.

Following on from above, the school will act to generate the best outcome for the student. However, such actions and interventions may occur without immediate contact with parents/guardians/caregivers. However, WRCS will inform parents/guardians/caregivers as soon as practicable of any actions, interventions taken by WRCS concerning the Student.

7. Health and Safety and Wellbeing

- 7.1** Parents/guardians/caregivers must advise the school immediately if they become aware of any special needs impacting on the student's wellbeing or such changes that have the potential to negatively impact other students. Defining the information required by the school and/or detail the relating to the student's background may include, but not limited to, any medical, physical, psychological, social or legally binding needs, and or any changes to the students' needs.
- 7.2** Parents/guardians/caregivers must supply to WRCS information supporting the health management needs of the student before the student commences at the school. Further supply of such information must include information as described at 7.1 above. Additionally, parents/guardians/caregivers are required to provide timely updates where circumstances concerning the student's health change.
- 7.3** If the student is ill or injured, requiring urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and parents/guardians/caregivers are not readily available to authorise such treatment, WRCS will act in the best interest of the student. In such circumstances, the Principal, Head Teachers, or a senior staff member of WRCS may give the necessary authority for such treatment. Parents/guardians/caregivers indemnify WRCS, its employees, and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.
- 7.4** Parents/guardians/caregiver's must observe School security procedures for the protection of students.
- 7.5** Students are responsible for their personal property, and WRCS does not accept any responsibility for the loss of their belongings.
- 7.6** The Principal, Head Teachers, or a nominee may search the student's bag, locker, or other possessions where there are reasonable grounds to do so, to maintain a safe environment for all students.

8. Programs and Activities

- 8.1** The school determines the educational and other programs and activities conducted at the school in its absolute discretion.
- 8.2** The school may change its programs and activities and the content of these programs and activities without notice.
- 8.3** The student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise.

9. Reports

WRCS will provide School Reports directly to a student. School Reports are produced bi-annually at the end of the first and second semester.

10. Leave

Parents/guardians/caregivers seeking leave for a student not to attend any school academic or co-curricular program or activity during a term must apply to the Principal. In consideration of any application received by WRCS for student leave, approval of any application remains at the discretion of the WRCS Principal.

11. Suspension & Termination of Enrolment

- 11.1** WRCS may suspend or terminate the enrolment of the student, either temporarily or permanently at any time for reasons which may include, but are not limited to:
- (a) a serious breach of WRCS's values or Code of Conduct
 - (b) conduct prejudicial to the reputation of the school or the wellbeing of its students or staff.
 - (c) Where the CEO/Principal or School Board believes that a mutually beneficial relationship of cooperation and trust between the school and the parents/guardians/caregivers and/or the student has broken down to the extent that it adversely impacts on that relationship.
 - (d) Where the student remains disengaged or disengages in services to improve their wellbeing, or through their lack of attendance at WRCS, does not engage in defined learning activities set by the school.
- 11.2** The school will only exercise its powers under this clause to expel a student if it has provided the student and their parents/guardians/caregivers with details of the conduct which may result in a decision to expel the student. Additionally, WRCS will provide all parties with a reasonable opportunity to respond. Furthermore, WRCS will ensure actions taken under this clause embed and are demonstrative of procedural fairness.
- 11.3** The school may terminate the enrolment of the student without notice if;
- (a) Before or after the commencement of enrolment, WRCS finds the relevant particulars of student's special needs are not disclosed to WRCS
 - (b) The particulars provided are materially incorrect or misleading.

12. Privacy

WRCS respects students, parents/guardians/caregivers privacy and as such remains compliant to the provisions of the Privacy Act, 1988. In support of compliance to the Privacy Act, WRCS will not disclose personal private information to any individual outside of WRCS without prior approval from the individual and/or parents/guardians/caregivers consent. Or where required by Law applicable to the operation of a school in Australia.

13. Amendment of Terms and Conditions

The school may alter the terms and conditions of enrolment at any time by giving not less than One (1) month's notice to student, parents/guardians/caregivers in writing which shall apply to both current and future students and parents/guardians/caregivers from the date specified in the notice.

Amendments in writing will be provided by electronic mail forwarded to the email address as supplied by parents/guardians/caregivers at the time of enrolment. Or alternate email address as provided by the parents/guardians/caregivers.

14. Definitions

In the terms and conditions:

Parents/guardians/caregivers means the parent/guardian/caregiver(s) who entered into the contract of enrolment with WRCS.

School means the Western Riverina Community School.

Student means the student who is named in the contract of enrolment.

To be completed in the name of the student and returned to WRCS

By signing this agreement, I (The Student) _____,
acknowledge that I have read and understood my rights and responsibilities and that I
will abide by the terms and conditions of Enrolment at WRCS.

I understand that should I choose not to abide by the terms and conditions of
enrolment I may risk the withdrawal of my placement at WRCS.

Student agreement

Name: _____

Signature: _____

Date: _____

Parent/Guardian/Caregiver agreement

Name: _____

Signature: _____

Date: _____