



MELBOURNE
RUDOLF STEINER
SCHOOL

ENROLMENT CONTRACT

For Parents/Guardians

The purpose of this Enrolment Contract is to provide clarity around the legalities and expectations of your Child/Children being accepted as a Student/s at Melbourne Rudolf Steiner School (MRSS).

March 2023

This Contract outlines the responsibilities of MRSS and of Parents/Guardians. Once accepted by the Parent/Guardian, this Contract will assist both MRSS and the Parent/Guardian to establish a transparent and supportive relationship for the duration of the Student’s education.

Thank you for taking the time to read this Contract. It may appear legalistic in tone, but it is intended to provide clarity at the earliest possible opportunity in what MRSS desires will be a mutually beneficial relationship. To agree to the Contract, please sign at the end of the document.

1. DEFINITIONS

- 1.1 “MRSS” means Melbourne Rudolf Steiner School (ABN 69 004 959 764) of 213 Wonga Rd, Warranwood, Victoria 3134, Australia.
- 1.2 “Fees” includes tuition, special, bus or other fees.
- 1.3 “Parent” is the parent and/or legal guardian named in the Application for Enrolment and Acceptance of Enrolment.
- 1.4 “Child” refers to the prospective student prior to enrolment.
- 1.5 “Student” refers to the “child”, now assumed to have been enrolled.
- 1.6 “College of Teachers” is the appointees who carry out the duties or exercise the authority of a Principal.

- 1.7 “Principal” is usually a person responsible for the administration of a school. At MRSS the “College of Teachers” fulfils this role.
- 1.8 “The Board of Directors” is appointed by the College of Teachers and acts as the Board of Directors of the Company.
- 1.9 “The Finance Group” is members of staff (or volunteers) who meet weekly to discuss financial matters relating to the running of MRSS.
- 1.10 “Class Teachers” are teachers from Class 1 through to Class 8 who remain with their class during this eight-year teaching period.
- 1.11 “Class Guardians” carry the pastoral care of the class. Class Guardians are appointed to each class from Class 7 up and generally remain with the class during their high-school period. There are generally four guardians per year level including the existing Class Teacher for years 7 and 8.
- 1.12 “Parent Class Meetings” are held approximately once per term by the Class Teacher or Class Guardians and are to inform Parents/Legal Guardians about the goings on in class.
- 1.13 “Information Evenings” are held ad hoc to cover specific topics, for instance VCE Information Evening, etc.
- 1.14 “Parent-Teacher Interviews” are held once per year for the high school and twice per year for the primary school with individual teachers. Individual Parent-Teacher meetings can be arranged at other times by appointment.
- 1.15 “The School Calendar” outlines term dates, known public holidays, curriculum days and other important days in the MRSS calendar. It is available on the website and appears in the Information Sheet from time to time. There is also a School Camp Calendar.
- 1.16 “School Fees and Levies Policy” outlines the MRSS policy on School Fees and Levies.
- 1.17 “Schedule of Fees” is set each calendar year and covers all charges and costs relating to the provision of education at MRSS. It includes, but is not limited to, tuition fees, fixed charges, camp fees, bus levy and insurance levy. The Schedule of Fees includes details of fees charged for new enrolments and is available on the MRSS website and from the MRSS Office.
- 1.18 A “Concession” is a preferential rate given by MRSS, including sibling discounts, scholarships, bursaries and early fee payment.
- 1.19 “Operoo” and “Engage” are the computer software programmes that hold Parent Data Collection and Student Data Collection details.

2. DISCLOSURE

- 2.1 MRSS provides Ring-a-Rosie and Kindergarten based on the educational philosophy of Rudolf Steiner. MRSS provides a school curriculum from Prep to Year 10 that is founded on the educational philosophy and indications of Rudolf Steiner and aligns with the Australian Steiner Curriculum Framework. MRSS offers in Year 11 and 12 the VCE curriculum framed as far as possible by a Rudolf Steiner-inspired approach.
- 2.2 The Parent agrees to inform MRSS, prior to enrolment, if the Child has any additional needs – such as medical, physical, learning, psychological or social/emotional needs – which require specialised attention and which may require adjustments to be made by MRSS (where possible) to the delivery of the curriculum to the Student. Prior to accepting an enrolment, MRSS may consult with the Child and the Parent/Guardian as to how any additional needs may affect the Student's ability to participate in MRSS's curriculum and/or use the facilities and services provided by MRSS. The consultation will assist MRSS in considering and identifying whether any reasonable adjustments are necessary and can be made to assist the Student's participation at MRSS. Please advise MRSS of any additional needs in the space provided in the Acceptance of Enrolment form. MRSS reserves the right to determine its ability to accommodate children with additional needs.
- 2.3 Prior to enrolment, the Parent agrees to provide complete documentation as requested by MRSS, including but not limited to Family and Student Data Collection forms, all relevant medical forms, Immunisation History Statement from the Australian Immunisation Register, copy of the Child's Birth Certificate or Extract, current Parenting Orders, Intervention Orders, Parenting Plans, Domestic Violence Protection Orders, Department of Child Safety Documents, Visa Status documentation, and/or any other document as required by MRSS.
- 2.4 Beyond the date of enrolment, the Parent agrees to inform MRSS of any relevant medical, physical, learning, psychological or social/emotional condition/s that may affect the wellbeing of the Student as soon as they become aware of the condition/s.
- 2.5 The Parent/Guardian agrees to inform MRSS in a timely manner of any changes to the Parent/Guardian's contact details, emergency contact details and the terms of any Parenting Orders or Intervention Orders.

3. PARENTAL RESPONSIBILITIES

- 3.1 The Parent accepts that they are primarily responsible for the conduct, attitudes and general education of the Student while the Student is enrolled at MRSS.
- 3.2 The Parent agrees to support within the home environment the general standards, values and ethos of MRSS.
- 3.3 The Parent agrees to support MRSS in the education of the Student by insisting on adherence to MRSS rules and policies on matters including (but not limited to) behaviour, discipline, dress, mobile phone use, pornography and illicit drugs (see 10.1).
- 3.4 The Parent accepts that MRSS rules may be amended by the College of Teachers at any time. Amendments will be communicated to Students at school and to Parents via the MRSS Information Sheet, publication on the MRSS website, direct email to Parents or Operoo.
- 3.5 The Parent agrees to raise any concerns via the appropriate school channels, as outlined in the "Who can I talk to if I have a concern?" document (available from the MRSS Office and reproduced from time to time in the MRSS Information Sheet).
- 3.6 The Parent agrees to consider suggestions from MRSS regarding strategies to assist in the education of the Student.
- 3.7 The Parent undertakes to attend Parent Class Meetings or Information Evenings and Parent-Teacher Interviews as outlined in the School Calendar.

- 3.8 The Parent undertakes to treat other students and parents of the MRSS community with respect and courtesy at all times by adhering to the Parent and Community Code of Conduct (available at the MRSS Office or on the MRSS website).
- 3.9 The Parent undertakes to work cooperatively and harmoniously with MRSS staff to ensure the wellbeing of the Student and others within the MRSS community.

4. DISCIPLINE

- 4.1 The Parent agrees to support measures that MRSS deems appropriate to discipline the Student (see Student Code of Conduct and Behaviour Management Policy).
- 4.2 Teachers at MRSS have the authority to suspend the Student. A suspended Student may not enter MRSS grounds for any purpose without the express permission of the College of Teachers or their Class Guardian/Teacher.
- 4.3 The College of Teachers has the authority to terminate the Student's enrolment at any time. An expelled Student may not enter MRSS grounds for any purpose without the express permission of the College of Teachers. Expulsion or suspension automatically excludes a Child from any entitlement expressed or implied to attend MRSS for the purpose of sitting an examination.
- 4.4 MRSS retains the right to search lockers, bags and property of the Student where it has reason for concern for Student or Staff safety and wellbeing.
- 4.5 MRSS may confiscate forbidden or dangerous property. The confiscated property may be returned to the Student, the Parent, or handed to the police if appropriate.

5. STUDENT PARTICIPATION

- 5.1 The Parent agrees that the Student will participate in MRSS activities, carnivals, festivals, excursions, fair days, plays and camps to the required levels, as designated by MRSS.
- 5.2 The Parent consents to the Student attending and participating in MRSS excursions during school hours, as required in accordance with the MRSS curriculum, and attending compulsory MRSS functions outside of school hours.
- 5.3 Permission Forms for individual excursions will still be required.
- 5.4 The Parent consents to MRSS transporting the student as necessary for any school-related purpose.

6. RISK AND INSURANCE

- 6.1 MRSS accepts no liability for the loss of personal effects of the Student.
- 6.2 MRSS does not insure the Student's property of any description. It is the responsibility of the Parent to take action in this respect if the Parent considers insurance cover to be desirable.
- 6.3 MRSS provides limited personal accident insurance for the Student and recommends that where further cover is required, the Parent takes out such cover.
- 6.4 The Parent indemnifies MRSS against any loss or damage caused by any failure of the Student to comply with MRSS rules.
- 6.5 The Parent and/or Student agrees to indemnify and hold harmless MRSS and their directors, officers, affiliates, agents, successors and assignees and staff from and against any and all losses, liabilities, deficiencies, costs, damages and expenses incurred by the Student (or the Parent).
- 6.6 The terms and conditions of MRSS's insurance policies may be obtained from the Bursar.

7. PRIVACY

- 7.1 MRSS respects the privacy of its community members and will comply with the thirteen Australian Privacy Principles contained in the Privacy Act 1988 whenever personal information as defined by the Act is collected by MRSS. MRSS will also comply with the requirements of the Health Records Act 2001 (Vic) and any updates and amendments. The primary purpose of collecting this information is to enable MRSS to provide schooling for its Students and to satisfy MRSS's legal obligations, particularly to discharge its duty of care.

8. PHOTOGRAPHS AND RECORDINGS

- 8.1 Unless the Parent opts out, the Parent authorises MRSS to use photographic and video recordings of the Student in MRSS publications, on the MRSS website, in promotional material for MRSS, and for other MRSS purposes. MRSS owns the copyright to such material.

9. MEDICAL

- 9.1 When the Student is in the care of MRSS, MRSS has the authority to seek medical, dental or hospital treatment for the Student as MRSS deems necessary. In such circumstances, MRSS will make reasonable efforts to contact the Parent.
- 9.2 Parents are responsible for the payment of all costs associated with the treatment of the Student, including ambulance transport.
- 9.3 The College of Teachers and the Board of Directors each has the right at their discretion to close MRSS during any epidemic or other serious circumstance affecting MRSS without creating any obligation to reduce or repay school fees.

10. POLICIES AND PROCEDURES

- 10.1 The Parent agrees to comply with and uphold MRSS's rules, policies and procedures (as introduced or amended from time to time and available from MRSS Office) including but not limited to the following MRSS Policies:
1. Anti-bullying
 2. Mobile Phone
 3. Media and Technology
 4. Attendance
 5. Complaints and Grievances
 6. Student Code of Conduct
 7. Parent and Community Code of Conduct
 8. School Rules
 9. Child Safety and Wellbeing
- 10.2 If the Student is unable to attend timetabled lessons through illness or for any other reason, the Parent will telephone MRSS on the morning of the absence to register the Student's absence. The Parent will notify MRSS in writing of any extended absence for whatever reason.
- 10.3 MRSS will remain impartial in the event of any matrimonial or custodial disputes. Generally, MRSS has no duty and no right to enforce Family Court Orders, and the Parent will refrain from asking MRSS to intervene in any such matter unless the Court Order specifically imposes conditions on MRSS.

- 10.4 Where more than one Parent/Guardian is a party to this agreement, you agree that we may act on the direction of one Parent/Guardian. The communication of a direction by one Parent will be taken to have been given on behalf of all Parents/Guardians.
- 10.5 Where a Court Order provides that one Parent has sole parental responsibility for making decisions in relation to education or health matters, we will act only on that Parent's direction irrespective of whom has signed the Enrolment Contract.
- 10.6 MRSS reserves the right in its sole subjective discretion to place the Student in the kindergarten or class which MRSS believes most appropriate. As a guide, in any calendar year, children turning five years of age in that year are enrolled in Kindergarten, children turning six in Prep, children turning seven in Class 1, and so on.
- 10.7 MRSS may alter its academic and other programmes at any time without notice to the Parent.
- 10.8 The College of Teachers has complete discretion to decline to continue the enrolment of the Student.
- 10.9 MRSS may interview Students and Parents for the purpose of its own research and assessment.

FINANCIAL

11. APPLICATION FEE

11.1 A non-refundable Application Fee of \$150 is payable on application of each Child.

12. ACCEPTANCE FEE

12.1 A non-refundable Acceptance Fee of \$500 per Child is payable on acceptance of a place.

12.2 If, prior to commencement at MRSS, the Child's enrolment is cancelled after MRSS's offer of a place has been accepted and confirmed through payment of the non-refundable Acceptance Fee, written notice of enrolment withdrawal must be received by MRSS at least one term prior to the proposed date of the Child commencing at MRSS.

12.3 Full fees for the ensuing term or semester as applicable will be charged if notice of withdrawal, deferral or non-commencement is not provided as described above.

13. SECURITY BOND

13.1 A refundable Security Bond of \$1,500 per Child is charged on acceptance of a place. This will be refunded (net of any outstanding charges) upon the Student exiting MRSS.

13.2 If, prior to commencement at MRSS, the Child's enrolment is cancelled after MRSS's offer of a place has been accepted and confirmed through payment of the Security Bond, written notice of enrolment withdrawal must be received by MRSS at least one term prior to the proposed date of commencement at MRSS by the Child.

13.3 If the terms detailed in clause 13.2 are not met, the Security Bond shall be forfeited.

14. SCHOOL FEES

14.1 All fees and charges made by MRSS are payable on the published due date upon receipt of an invoice. If paying termly, the fees are payable four times per year in advance within 14 days of the beginning of each term. The timing and frequency of the billing may be changed by the College of Teachers.

14.2 The Parents/Guardians, whose signatures appear at the end of this document, shall be jointly and severally responsible for the payment of all fees and charges. In the case of a TWO-parent family BOTH parents MUST sign the Acceptance of Enrolment form. In the case of separated or single-parent families, responsibility for payment of fees should be discussed with the Bursar before enrolment is finalised.

14.3 All tuition fees and most other charges are fixed by the Finance Group and the College of Teachers. While it is the practice of MRSS to set fees for the whole year, MRSS reserves the right to amend fees during the year if general economic or other circumstances require such action.

14.4 MRSS does not offer any variation on the published terms and payment of tuition fees and charges.

14.5 The Schedule of Fees is available from the MRSS Office, the Bursar, and the MRSS website.

15. SIBLING DISCOUNT

- 15.1 The Finance Group and the College of Teachers determine the level of any sibling discount on tuition fees for siblings concurrently attending MRSS full-time. Sibling discounts are applied in the order of birth of the Students, with the oldest not being eligible for any internal sibling discount.
- 15.2 Siblings on any other fee concession (scholarship etc.) are not eligible for the sibling discount.
- 15.3 The concession will apply providing the balance of school fees is paid by the due date, or in accordance with a formally agreed payment schedule.
- 15.4 The College of Teachers reserves the right to withdraw or vary the value of this concession at any time.
- 15.5 The concession is not retrospective.
- 15.6 Sibling discounts are published on the current Schedule of Fees.

16. NON-PAYMENT OF FEES

- 16.1 The Parents/Guardians will pay punctually all fees and expenses, as they fall due, in accordance with the terms set forth in the School Fees and Levies Policy and Schedule of Fees issued by MRSS from time to time. Only in exceptional circumstances, at the discretion of the College of Teachers and Board of Directors, will a Student be allowed to enter a new term if the fees of the previous term are unpaid.
- 16.2 The Bursar has the authority of the Board of Directors to take the necessary action to recover any outstanding fees.
- 16.3 Despite any other provision of this document, MRSS may in its absolute and unfettered discretion ask for fees to be paid in advance or impose any other condition it deems necessary in order to secure payment of fees.
- 16.4 If the Parent fails to pay fees or other amounts owing to MRSS on time (payment default), the Parent shall be liable for any administrative, debt collection and/or legal costs incurred by MRSS in recouping the outstanding amounts. The Parent must also pay and indemnify MRSS in respect of any such administrative costs, fees, commissions, costs or disbursements that MRSS incurs as a result of the payment default.

17. STUDENT WITHDRAWAL

- 17.1 MRSS requires one term's written notice of the withdrawal of the Student from MRSS. Should a full term's written notice not be given, one term's fees will be paid in lieu of notice.
- 17.2 If the Student is withdrawn from MRSS, all outstanding fees and charges owing to MRSS become immediately due and payable.
- 17.3 If the Student is withdrawn or suspended at the insistence of MRSS, all fees and charges are liable to be paid to MRSS, in addition to any other amounts owing to MRSS.
- 17.4 In extenuating circumstances, the Finance Group, on behalf of the College of Teachers, reserves the right to override the policy in respect to the period of notice.

18. TEMPORARY ABSENCE/PART-TIME ATTENDANCE

- 18.1 Students are expected to attend throughout the school year. A request by the Parent for leave of absence for a Student must be made in writing to the relevant Class Teacher or Class Guardian in advance of the proposed absence.
- 18.2 No reduction or remission of fees and charges will be allowable for any absences. All other compulsory charges remain payable without reduction or remission.

- 18.3 MRSS will charge full school fees for reserving/holding the Student's place for approved periods of extended absence.

19. DISCLAIMERS

- 19.1 At the discretion of the College of Teachers, in unusual circumstances, a student may attend MRSS part-time. Part-time students will be charged full tuition fees as well as all other applicable fees and charges, unless special arrangements have been made with the Finance Group and College of Teachers.
- 19.2 The failure for any reason of MRSS, the Board of Directors, the College of Teachers or the Bursar to exercise any right referred to in this notice, or the allowing of any extra time for compliance, should not be taken as a waiver of such right. There should be no suggestion that such a right no longer exists.
- 19.3 The Finance Group and College of Teachers may amend this Enrolment Contract from time to time.

DECLARATION AND ACCEPTANCE

I/We undertake to support the ethos of MRSS and its existing policies, regulations and work programmes, as well as changes to these which may be introduced in the future.

I/We understand that I am / we are responsible for the payment of fees and agree to comply with this Enrolment Contract. This Contract binds signatories to fee responsibility unless a new Contract is entered into by both parties.

I/We understand that the initial and continuing enrolment of the Student named herein is dependent upon open and honest disclosure of information relating to the health and wellbeing of the Student.

I/We accept that the College of Teachers reserves the right to cancel the Student's enrolment at MRSS for breach of the rules and regulations or the non-payment of fees.

I/We have read and understood and agree to abide by this Enrolment Contract.

Signature of Parent/Guardian 1

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Full Name of Parent/Guardian 1

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Date/...../.....

Signature of Parent/Guardian 2

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Full Name of Parent/Guardian 2

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Date/...../.....

If only one Parent/Guardian is completing this form or signing this declaration, and no Court Order is in place, a statement describing the parenting and fee responsibility of each Parent in relation to the Student's enrolment at MRSS MUST be attached to this Enrolment Contract.