



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 and Procedure*.

By accepting an offer of enrolment at MLC, parents/guardians agree to be bound by the Terms & Conditions and behavioural expectations outlined in the Enrolment Agreement.

The Enrolment Agreement for International Students comprises of the following:

- MLC Terms & Conditions of Enrolment;
- Additional Terms & Conditions for International Students
- International Student Fees & Charges Schedule;
- Parent Code of Conduct;
- Behaviour Management Policy – Relationships for Learning; and
- Student Code of Conduct

Each of these documents form part of the agreement between the College, a parent/guardian, and Student. The Current Fee Schedule, Parent Code of Conduct, Behaviour Management Policy – Relationships for Learning and Student Code of Conduct 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.



International Student - Acceptance of Offer of Enrolment

Student Surname			
Student Given Names			
Parent/Guardian Name 1			
Parent/Guardian Name 2			
Address			
Postcode			
Tel. No:			
Primary Email		Secondary Email	

We **ACCEPT** the offer of enrolment extended to our daughter for Year _____ in _____. We enclose a non-refundable/ non-transferable Enrolment Fee, which we acknowledge will not be credited towards College Tuition Fees. We confirm we have the capacity to pay the College Tuition Fees.

Declaration

By signing this Enrolment Agreement, you agree to the:

- Terms & Conditions of Enrolment;
- International Student - Additional Terms & Conditions of Enrolment
- International Student Fees & Charges Schedule;
- Parent Code of Conduct;
- Behaviour Management Policy Relationships for Learning; and
- Student Code of Conduct,

and agree to be bound by these or any regulations of the College which may from time to time be in force.

I/We accept responsibility for such fees listed in the Fee Schedule, as may be charged in relation to the above student and acknowledge that as signatories to this offer I/we are jointly and severally liable for the payment of fees.

	Parent/Guardian 1	Parent/Guardian 2
Full name		
Signature		
Date		

Please Note:

This form requires the signature of **both parents** unless otherwise stated in a Court Order or if one parent is deceased. If both signatures are not appended, the circumstances should be indicated in a separate attachment and include supporting documentation. If, at any time, the account is not paid by the respective billing due dates, the College will notify the signatories on the Acceptance of Offer. **Not returning** this acceptance by the due date may result in the place being offered to another student on the applicant list.

Acceptance of this Offer of Enrolment requires all enrolment steps as outlined in our Enrolment Policy (available on the College website) to be undertaken. All families are expected to attend an Open Morning as part of the introduction to the College. Please note that failure to undertake all steps of enrolment may result in the withdrawal of offer to commence at MLC.



Terms and Conditions of Enrolment

Methodist Ladies' College ('MLC' or the 'College') 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 of age to five years old. As an open-entry, non-selective day and boarding school, MLC is a welcoming, diverse and inclusive 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 and forms part of the Enrolment Agreement. Defined terms (i.e. capitalised terms) are explained in the Definition section at the end of these Terms and Conditions of Enrolment.

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) Prep – 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), VCE Vocational Major and the International Baccalaureate (IB) Diploma Programme; and
 - (c) The College also operates MLC Kindle, an early learning centre service for girls and boys.
2. MLC's course offerings, including co-curricular activities and programs, are 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 Students. The College's offerings and delivery methods may be subject to government directives in place at the time.
3. MLC Kindle is a feeder for enrolments into MLC's Junior School. 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 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.
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 is registered on the wait list when the Application for Enrolment and payment of Application Fee are received by the College. 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 wait list if, after repeated attempts, the Applicant is unable to be contacted.

Prior to an Offer of Enrolment being made by the College, 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 and/or wellbeing 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 English proficiency meets MLC's requirements.

To accept an offer of enrolment from the College, Applicants must sign the Acceptance of Offer of Enrolment Form and pay the Enrolment Fee. The Application Fee and the Enrolment Fee are 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 up to a maximum of two (2) times only. Any subsequent deferrals may result in the application being cancelled and the Application Fee and Enrolment Fee forfeited 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 and Head of School 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. Scholarships holders are

bound by the Enrolment Agreement 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's 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 behaviour, 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 termination of enrolment.

Disclosure

16. 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.
17. A failure to complete the Application for Enrolment and Pre-Enrolment Student Statement honestly and correctly, or to make full disclosure, may result in the immediate termination of the Enrolment Agreement by the College.
18. 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

19. Notice Period

Where an Applicant has accepted a place at the College and paid the Tuition Fees in Advance payment, this payment is non-refundable in the event that a Student does not commence at the College in line with their accepted enrolment.

If an Applicant withdraws their child after paying the Tuition Fees in Advance, this amount is forfeited. It is non-refundable and non-transferable to another year.

If the Applicant wishes to withdraw the Student from the College after the Student has commenced at the College, the Applicant must give the College the required notice in writing signed by each of the Applicants who signed the Enrolment Agreement. 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 after they have commenced at the College:

- 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 as a genuine pre-estimate of the costs incurred.
- b. Boarding Students: Notice period is one full term in writing to the Principal, before the withdrawal of a boarding Student from the College. If the required notice is not given, one full term's Boarding House fees and one full term's Tuition Fees will be charged in lieu of notice as a genuine pre-estimate of the costs incurred .
- c. Boarding Student transferring to Day Student: One 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, one full term's Boarding House fees will be charged in lieu of notice as a genuine pre-estimate of the costs incurred.
- d. MLC Kindle: One full school term's notice is required, in writing to the Principal, before the

withdrawal of an MLC Kindle Student from the College. If the required notice is not given, one full term's Tuition Fees will be charged as a genuine pre-estimate of the costs incurred.

20. Refunds and Notice Periods

Application Fees and Enrolment Fees are non-refundable.

For Students who commence at the College, the Tuition Fees in Advance is offset against the second invoice of Tuition Fees (issued in February of the year the Student starts at the College). If the Applicant withdraws the Student prior to the Student starting at the College, the Tuition Fees in Advance payment is forfeited to represent the College's genuine pre-estimate of the cost incurred in being able to fill that place.

For Students who have commenced at the College, any pre-paid Tuition Fees and Charges will be refunded (subject to the College having been provided the appropriate period of notice of withdrawal) within three months to the person/s who made the relevant payment or the Applicant, if the required notice is provided.

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 and position on the wait list 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, is absent for any reason without providing the required notice period or suspended due to disciplinary action.

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.

21. 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, behaviour 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 as required by the Enrolment Agreement; and/or
- 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.

22. 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 Behaviour Management Policy and Student Code of Conduct (including 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.

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 or the issuing of a Community Safety Order under the School Community Safety Orders Scheme.

Tuition Fees and Charges

23. Tuition & Boarding Fees

Tuition Fees and Boarding House fees can be found on the College website (www.mlc.vic.edu.au).

Tuition Fees are charged as follows:

- i. Tuition Fees in Advance (payment prior to commencement)
 - For Students commencing in the main intake years (Prep, Year 5 & 7), Tuition Fees in Advance are payable approximately 18 months prior to commencement at the College
 - Where an offer is made less than 18 months prior to commencement Tuition Fees in Advance will be payable at the time of Acceptance of Offer.
- ii. Annual Tuition & Boarding Fees (paid in advance in three instalments):
 - First instalment is billed in October each year and relates to the following year's fees.
 - Second instalment is billed in February
 - Third instalment is billed in June.

Tuition Fees in Advance are offset against the second invoice of Tuition Fees (issued in February of the year the Student starts at the College). If Applicants do not pay the Tuition Fees in Advance by the due date, the enrolment of the Student may be terminated by the College.

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. Any Parents wishing to withdraw their child following the College notification of the updated Fee Schedule must do so before the commencement of Term 4, to allow the College adequate time to find a new Student and to ensure staffing for the following year. If notice of withdrawal is received after the commencement of Term 4, the College will not have received one full term's notice.

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.

24. 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 Marshmead and Banksia Education Outdoors programs are billed in the February invoice. Attendance at Marshmead requires parents to agree to the Marshmead Participation Agreement.

Students of the International Baccalaureate Diploma Programme (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.

25. 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.

26. 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.

27. 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. Any payment plan continues to be subject to the Enrolment Agreement.

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.

28. 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.

Parents are expected to 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.

29. Leave of Absence

A leave of absence, at 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.

Holding Fee: 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 Holding Fee is non-refundable and not offset

against future Tuition Fees. The Technology Levy will continue to be payable during any approved leave of absence.

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.

30. 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.

31. 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.

32. 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.

33. 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.

34. GST

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

35. Consumer Protection Laws

These Terms & Conditions of Enrolment, the Enrolment Agreement 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

- 36.** 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.
- 37.** 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.
- 38.** The College will notify Parents for the following reasons:
- Injury or illness of a Junior School student that warrants a visit to the Health Centre
 - Injury or illness of a child in MLC Kindle
 - Head injuries (serious or minor) that the student may occur at the College
 - Serious injuries sustained at the College
 - Students requiring over the counter medication as per the Medication Administration Policy.
- 39.** 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.

40. 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

41. 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.
42. 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

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

Privacy: Standard Collection Notice

44. 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.
45. 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.
46. 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.
47. 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. The College collects only the necessary health information to discharge its duty of care.
48. 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.
49. 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), International Baccalaureate (IBO) 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.
50. Personal information collected from Students is regularly disclosed to their Parents, except as per these Terms and Conditions of Enrolment.
51. 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 be stored on a cloud service provider's server which may be outside Australia.
52. 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.
53. 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.
54. 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 about Applicants, parents and Students to third parties for their own marketing purposes without prior consent.
55. On occasion the College publishes information such as academic and sporting achievements, Student activities and similar news 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.
56. 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

"Acceptance of Offer of Enrolment Form" means the form Applicant's sign to accept an offer of enrolment at the College, agreeing to be bound by the Enrolment Agreement.

"Applicant" means the person/s set out in the Application for Enrolment Form and Acceptance of Offer of Enrolment Form being the Parent/s and/or guardian/s of the Student and if more than one, each of them jointly and severally.

"Application Fee" means the amount payable, as advised by the College in the Fee Schedule, to submit an Application for 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 accommodation in the Tiddeman Boarding House, as advised by MLC to the Applicant and available on the MLC website.

"Charges" means non-Tuition Fees including, but not limited to IT charges, camps, 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.

“College” refers to Methodist Ladies’ College Ltd. ACN 55 006 036 979, 207 Barkers Road Kew, Victoria, Australia.

“Enrolment Agreement” means the agreement between the Applicant and the College comprising of these Terms & Conditions of Enrolment, the Fee Schedule, the Parent Code of Conduct and Student Code of Conduct and Behaviour Management Policy – Relationships for Learning by which the Applicant agrees to be bound.

“Enrolment Fee” means the fee payable at the time of signing the Acceptance of Offer of Enrolment and agreeing to be bound by the Enrolment Agreement.

“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).

“Letter of Offer” means the offer letter the College sends to an Applicant, offering a Student a place at the College. This letter includes the Acceptance of Offer of Enrolment Form Applicants must return to the College to confirm the place.

“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.

“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. This may be different to the Applicants, or may be the same. Parents have parental responsibility for their child, whereas Applicants have the contractual responsibility of complying with the Enrolment Agreement.

“Pre-Enrolment Student Statement” means the form sent to Applicants to request (3 years in advance for main intake years (Prep and Years 5 and 7) and 12 months in advance for other year levels), provision of information about the Student and Applicants in order to meet College and government requirements.

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

“Student” means the student named in the Application for Enrolment Form who is seeking enrolment at the College.

“Terms & Conditions of Enrolment” means these terms and conditions of enrolment including any subsequent amendments made by Methodist Ladies’ College and published on the College website.

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

“Tuition Fees in Advance” means the fee payable prior to the Students’ commencement at the College, which:

- if the Student commences at the College is offset against the second invoice of Tuition Fees (issued in February of the Student’s first year at the College); or
- is non-refundable and non-transferrable should the Applicant withdraw the Student prior to commencing at the College.

International Student Additional Terms & Conditions of Enrolment



This document sets out additional terms and conditions for International Students (full fee-paying) enrolled at Methodist Ladies College ('MLC', or the 'College'). These terms and conditions should be read in conjunction with the MLC - Terms & Conditions of Enrolment and form part of the Enrolment Agreement for International Students.

Defined terms in these Additional Terms and Conditions for International Students have the same meaning as in the Terms and 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 00325A.
2. MLC offers the Primary Years P – 6 Course (CRICOS Code: 027785F) and Secondary Year 7 – 12 (CRICOS Code: 005384E).
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) Diploma 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 Students as day students, on the basis that they will 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.

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 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 Years 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 speak English as their first language are required to undertake an English language assessment. 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.

- i. Students in Years 7 – 9 must have an AEAS score of at least 71.
- ii. Students in Years 10 – 12 must have a minimum score of 80.

International Students may be required to complete an ELICOS course for the number of weeks necessary to reach the required level for entry to the College. Students will need to be re-tested for English language proficiency at a date appropriate to their commencement date at the College. If the Student has not met the minimum standard to join MLC, the College may cancel the enrolment.

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

Email: 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 Parent/s 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.

Parent/s must notify the College in writing of any request to change accommodation arrangements or any change of circumstances in a Student's welfare or living arrangements. The Principal's delegate must approve the new arrangements prior to the change occurring.

MLC will issue a Confirmation of Appropriate Accommodation and Welfare (CAAW) for all international students that reside in the Tiddeman Boarding House. 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 Director of Boarding is the Principal's delegate to oversee the provision of accommodation and welfare arrangements for students. Student accommodation arrangements in the Tiddeman Boarding House will be approved by the College prior to commencement.

All International Students, including those aged 18 or over, must remain in MLC approved accommodation whilst enrolled at MLC.

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 families to appoint a Local Support Person (LSP) to provide additional support and act as a local 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;
- fluent in English;
- have an Australian Citizen or Permanent Resident and reside in Melbourne (preferably in reasonable proximity to the College);
- supply a current passport and/or drivers licence;
- have a current Working with Children Check (WWCC) and provide suitable referees who can confirm their suitability to engage in child-connected work; and
- have completed the MLC Child Safe Induction and commit to participating in annual child safety update training;
- be able to accommodate the Student when the Boarding House is closed;

- agree to the MLC Local Support Person Policy and Procedures.

10. Any proposed change to the Local Support Person must be approved by the Principal 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 the offer of enrolment.
12. By accepting of an offer of enrolment, the Applicants authorise MLC to check visa entitlements electronically via the Department of Home Affairs Visa Entitlement Verification Online system (VEVO), for the duration of the Student's 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 the Student's arrival in Australia. Students should not enter Australia before their OSHC cover commences.
15. 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. If Parents want to arrange OSHC directly with their own provider, this must be done in consultation with MLC Admissions.
16. 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

17. Tuition fees are charged in advance and are invoiced in three instalments per year. Fees and charges for International Students are published on the College website and may change from year to year.
18. 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 International Students can either:
 - complete their studies in another course or with another education provider; or
 - receive a refund of their unspent tuition fees.
19. Tuition Fees include notebook computer lease costs.
20. The Applicant is responsible for keeping a copy of the Enrolment Agreement with the College and receipts of any payments of tuition fees and/or non-tuition fees.

Other Fees and Charges

21. Details of other non-tuition fees and charges are in the Terms and Conditions of Enrolment and Fees Schedule, and may include:
 - the Application Fee and Enrolment Fee
 - Overseas Student Health Cover premium
 - Outdoor education program fees for attendance at MLC Banksia (Years 5 – 8) and MLC Marshmead (Year 9).
22. Additional charges apply for students residing in the Tiddeman Boarding House.
23. MLC Tuition Fees exclude costs for:
 - uniforms
 - books and stationery included in the year level booklists

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

24. 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

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

26. A refund of Overseas Student Health Cover (OSHC), which has been paid by the College on behalf of the Student, can be obtained by applying directly to the Overseas Student Health Cover Insurance Provider.

27. Application and Enrolment fees are non-refundable.

28. 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 any unspent fees within four weeks of written notice being received 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.

29. Student default

A maximum of one Term's tuition fees and one Term's Boarding fees will be incurred as a genuine pre-estimate of the cost incurred by the College 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 Behaviour Management Policy – Relationships for Learning and the Student Code of Conduct.

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

30. 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.
- If 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>.

31. 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 credit 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).

32. **Student withdrawal**

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

- (a) 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.

33. If a Student is withdrawn prior to commencement at the College, the Tuition Fee in Advance payment is non-transferable and non-refundable as a genuine pre-estimate of the cost incurred by the College in being able to fill that place.

34. 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

35. Whilst in Australia, International 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.

36. Parents are obliged to inform the College of any change of those details within 7 days of the change.

37. MLC requires confirmation of current address and contact details in writing for each Student and their Parent(s) at least every six months and must be notified immediately if there are any changes to these details.

Information Collection

38. Information is collected during student enrolment in order to meet our obligations under the ESOS Act and the National Code 2007 and 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.

39. 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.



2024 International Student Schedule of Fees and Charges

All amounts are in Australian dollars (AUD). MLC accepts payment in AUD only.

Application fee

Per application*	\$100
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Enrolment fee

Payable upon acceptance of an offer and return of the signed Enrolment Agreement.

First student*	\$1,250
Each subsequent sibling*	\$1,000

* Non-refundable and non-transferable, except as outlined in the MLC International Student - Additional Terms and Conditions of Enrolment.

Tuition Fees in Advance

Tuition Fees in Advance are payable approximately 18 months prior to commencement. Where an offer is made less than 18 months prior to commencement, the amount is payable at the time of acceptance of offer. Tuition Fees in Advance are credited against the second invoice for the student. Families are advised of the payment dates in advance.

Per student	\$3,500
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Tuition Fees

Tuition Fees are charged in three equal instalments, billed in advance.

2024 fee instalment payment due dates: 31 October 2023, 29 February 2024 and 28 June 2024.

	Per annum	Per instalment x 3
Prep-Year 9	\$50,250	\$16,750
Years 10-12	\$54,330	\$18,110

Tuition fees include:

- Classroom tuition and individual assistance
- Access to onsite facilities, incursions and excursions
- College supplied device, technology support and peripherals
- Wellbeing pastoral care

Other costs and charges

Education Outdoors

The Education Outdoors program is part of the core MLC curriculum and attendance is expected. Billed in February.

	Per annum
Year 5 MLC Banksia	\$660
Year 6 MLC Banksia	\$720
Year 7 MLC Banksia	\$840
Year 8 MLC Banksia	\$840
Year 9 MLC Marshmead (Boarders do not pay an additional Marshmead fee)	\$6,000

Year 11 and 12 course charges

Students in Year 11 and 12 enrol in either the International Baccalaureate (IB) Diploma Program or in the Victorian Certificate of Education (VCE) or VCE Vocational Major. Billed in February or when charges are advised to MLC.

	Per annum
Years 11 and 12 IB Diploma Fee	\$2,130
Years 11 and 12 VCAA VCE Examination Fees	Vary depending on student subject choices

Software and Online Resources

These fees cover the educational licenses for software installed on the College supplied laptop and access to other online resources. Approximately \$280 per year, these non-refundable fees are billed in February.

Other compulsory costs

Families are required to purchase these items from external suppliers:

- **Uniform:** estimated \$1,600 in first year for full set of uniform
- **Insurance:** students are all required to hold Overseas Student Health Cover (OSHC) for the student's entire enrolment period. Cost varies depending on the length of cover
- **Textbooks:** as required by book lists for student subject choices; estimated \$600 for students in Years 7-12

Other optional expenses

Based on individual choice, these costs may include:

- Individual music tuition and/or instrument hire
- Sports coaching and/or specialist sports equipment
- Interstate and/or overseas trips and tours

Boarding Fees – Tiddeman House

	Per annum	Per instalment x 3
Years 7-12 Full Boarding	\$35,220	\$11,740

There is no Weekly Boarding option for International Students.

Students may incur additional costs relating to day to day living costs, including medical costs not covered under the OSHC insurance.

Payment options

Annual Tuition and Boarding Fees receive a 1.5% discount if pre-payment is received in full to the MLC account by 5pm Tuesday, 31 October 2023. Otherwise, 2024 fee instalment payment due dates are: 31 October 2023, 29 February 2024 and 28 June 2024. The MLC Terms & Conditions of Enrolment contains information on College billing processes and recovery of costs, should a debt be sent for recovery.

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

This Fee Schedule should be read in conjunction with the MLC Terms & Conditions of Enrolment and the International Student Additional Terms & Conditions.



Parent Code of Conduct

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. Policy Statement

3.1. 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.

3.2. General expectations

3.2.1. 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:

- Abiding by the College's policies, procedures and directions, and ensuring their children do the same.
- 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.

- 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.
- 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).
- Being responsive to concerns raised by the College about their own child, including by being cooperative, providing information and attending meetings when required.
- 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.
- 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.
- 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.
- 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.
- 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.

3.2.2. 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.

3.2.3. 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:

- 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).
- 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.
- 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.

- 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).
- Not discuss confidential or sensitive College matters, including any matter relating to grievances about a particular staff member, students or other Parents online.
- 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.

3.2.4. 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:

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

3.2.5. 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.

3.3. **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.

3.4. **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:

- 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.
- 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).
- Parents should clearly set out their concerns and grievances, and what they would practically like to see happen.
- 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).
- 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).
- 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.

4. 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):

- Request that the relevant conduct immediately cease.
- Provide a written warning.
- Ban a parent (or another relevant person) from the College grounds, either for a particular period or permanently.
- Exclude a parent (or another relevant person) from College activities or events.
- Require that a parent (or another relevant person) only communicate with a nominated College representative.
- Issuing either an Ongoing or Immediate Community Safety Order under the School Community Safety Orders Scheme.
- 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).

5. Related College Policies and Documents

- Child Safe Policy
- Child Safety Code of Conduct
- Staff Code of Conduct
- Grievances, Complaints and Appeals Policy
- Behaviour Management Policy – Relationships for Learning
- Student Code of Conduct Policy and Procedure

6. References

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

7. 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	April 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
	External MLC website



Behaviour Management Policy – Relationships for Learning

1. Purpose

The purpose of this policy is to provide students, staff and parents with clarity as to the behaviour expected of Methodist Ladies' College (MLC) students and the consequences when those expectations are not met.

MLC affirms that a culture of positive behaviour and high levels of student engagement are essential as prerequisites for student learning. The Behaviour Management Policy sets out MLC's approach to the development of positive student behaviour and engagement, and aligns with the College values and best supports students' learning.

This policy seeks to ensure compliance with the requirements of the Education and Training Reform Act 2006 (Vic.) to implement a behaviour management policy and procedures

2. Scope

The application of the policy is relevant to the MLC Board, Principal, staff, students and parents in the MLC College environment.

The MLC **College environment** refers to all College premises and functions, residential programs including the Tiddeman Boarding House, MLC Marshmead and MLC Banksia, excursions, tours, global learning programs, camps, organised functions such as socials, formals and sports events. It also includes travel to and from these events. It also refers to expectations of MLC student behaviour when they are in uniform and representing MLC in the community

3. Policy Statement

3.1. Principles

Relationships are at the centre of everything that we do at MLC. Respectful, trusting, and caring relationships create the ideal conditions for learning and for students to thrive. Methodist Ladies' College believes that it has a responsibility, in partnership with students and parents/guardians, to create a culture of positive behaviour with high levels of student engagement.

This Policy is guided by the College's desire to:

- promote a culture of safety, fairness, support and mutual trust in the MLC Community between students, staff and parents/guardians in order to create the expectation of positive student behaviour
- ensure students are taught the skills, knowledge and strategies to engage positively with themselves, each other and the world around them, understanding that all actions have consequences and this it is possible to reset and move forward when poor choices are made.
- communicate clear expectations in relation to positive student behaviour and in so doing to define what constitutes unacceptable behaviour and the consequences when standards of behaviour are not met.
- ensure behaviour management policy and procedures are fair and reasonable and are applied in a consistent and non-discriminatory manner.
- Consider student learning, health and wellbeing needs in the implementation of any disciplinary processes.

MLC prohibits corporal punishment, humiliation, and any form of abuse (physical, verbal or emotional) as a consequence for breach of this Policy.

3.2. Responsibilities

Role	Responsibility
MLC Board	<ul style="list-style-type: none"> – approve the Behaviour Management Policy – consider any appeals from a decision to expel a student
Principal	<ul style="list-style-type: none"> – ensure MLC has behaviour expectations policies and procedures in compliance with the VRQA Minimum Standards – ensure strategies are in place to ensure the culture of MLC is one in which positive behaviour and respectful relationships are given high priority – ensure staff have access to regular training in the development of positive behaviour – approve the suspension of a student following the recommendation of the Senior Vice Principal/Vice Principal or relevant Head of School. – expel a student from the College on disciplinary grounds – consider an appeal from a decision to suspend a student – notify the Chair of the MLC Board prior to a student being expelled from the College
Director of Student Wellbeing	<ul style="list-style-type: none"> – oversee the development and implementation of strategies used to manage behaviour and monitor their effectiveness – develop and implement strategies and procedures that ensure students, staff and parents are clear as to what constitutes unacceptable behaviour and the consequences when the Code is breached – ensure procedures are in place for the reporting and monitoring of behaviour
Senior Vice Principal Vice Principal Heads of School	<ul style="list-style-type: none"> – inform the Principal of any student behaviour that may result in suspension or expulsion in line with this Policy
All other staff	<ul style="list-style-type: none"> – work in collaboration with students and parents to ensure issues of behaviour and relationships are given high priority at all times

3.3. Approach to Behaviour Management

Schools have a duty of care to ensure the safety and wellbeing of students. In discharging this duty, principals, teachers and other school staff are held to a high standard of care in relation to students. The duty requires MLC staff to take all reasonable steps to reduce the risk of harm to students, including the implementation of strategies to create a culture of positive behaviour. The duty is non-delegable, meaning that it cannot be assigned to another party

MLC provides age-appropriate and evidence based targeted opportunities for students to develop their social and emotional learning skills and knowledge in order to develop positive behaviour and respectful relationships.

The MLC Behaviour Management approach is informed by Restorative Practices philosophy, which:

- provides students with the opportunity to develop self-discipline and positive behaviours;
- establishes and maintains positive, respectful relationships between all parties;

- encourages students to engage in collaborative problem solving;
- ensures all voices are valued equally;
- sees conflict or poor choices as an opportunity for students to learn about the consequences of their actions; and,
- enhances accountability and responsibility to empower change and repair relationships.

MLC will ensure that all members of the College community have a shared understanding of what constitutes acceptable and unacceptable behaviour together with clear systems of recognition and consequences. MLC's Student Code of Conduct Policy and Procedure details the expected behaviours of students. This Code sets out clear definitions of minor, moderate, serious and extremely serious behaviours and possible responses. Any consequences should be matched appropriately in magnitude and nature, and applied in a timely way as soon as practicable after the event

The College is committed to avoiding the need for restrictive interventions or seclusion to manage behaviour, but understands that, in exceptional circumstances, the use of such interventions as a last resort may be necessary in order to protect the student or others from harm. For further detail refer to MLC's Restrictive Interventions Policy.

3.4. Suspension and Expulsion

MLC may suspend or expel a student if it is judged that the seriousness of the behaviour warrants this level of response.

When determining a consequence of Suspension or Expulsion the Principal will consider the following:

- the seriousness and impact of behaviour for which the student is being suspended or expelled
- the safety of all MLC students, staff and visitors
- the educational needs of the student
- any disability of the student
- the age of the student
- the family (residential, ability to care, etc.) circumstances of the student
- the wellbeing of the student and their willingness to repair harm caused and ability/ motivation to alter their behaviour and avoid any further inappropriate behaviour

The College maintains a register of suspensions and terminations of enrolments under this Policy. Penalties imposed are also retained on individual student files.

3.4.1. Suspension

Only the Principal is authorised to require a student to take a period of suspension (internal or external). The Senior Vice Principal/Vice Principal or Heads of School can recommend to the Principal a period of suspension for a student but must provide the Principal with evidence that procedural fairness has been followed.

The decision to suspend a student can only occur after:

- the student has been provided with an opportunity to discuss their behaviour and any incidents that have occurred
- any information or documentation provided by the student or their parent/guardian has been taken into account in making the decision regarding suspension
- a review of any previous recorded behaviour concerns and the outcomes of these has been made

- an assessment of the student's individual circumstances, which may mean that not everyone will be treated in the same way due to their age/ development/ health or learning needs
- consideration of alternative actions to address the behaviour for which the student is being suspended have been considered.

A suspension may be either **internal** or **external**:

Internal

This involves a student remaining at school, and completing a combination of the following:

- Student remains at school, is isolated from their peers, is supervised by a staff member and completes school work
- Writes a reflective piece on their behaviour, including how they can reset and repair any relationships
- Undertakes tasks /duties that give service to the MLC Community.

External

The student is not permitted on College grounds for a specified period of no more than 5 school days. They cannot participate in co-curricular activities or classes but can complete school work from home and can access learning materials via a digital platform. The decision to suspend a student will be communicated in writing to the student and the student's parents/guardians. The Principal (or delegate) will also attempt to communicate this decision verbally.

Following a period of external suspension, the student and their parent/guardian must attend a Return to School Meeting with the Head of School (or delegate) to plan for their return and put in place any measures/supports to guide the student's return to school and encourage positive behaviour in the College Environment.

3.4.2. Expulsion

The Principal may expel a student in the following circumstances:

- continued unacceptable behaviour after they have already served a time of suspension;
- the student has committed an extremely serious offence which jeopardises the safety and security of other members of the MLC community or which seriously harms the reputation of the College
- the student has possession of or has used an illegal or dangerous substance;
- for a serious breach of the MLC Enrolment Agreement and/or Acceptance Agreement for Tiddeman Boarding House, including but not limited to the MLC Terms and Conditions, the Student Code of Conduct and the Parent Code of Conduct.

Expulsion will occur following an investigation by the Principal of the extremely serious behaviour and / or repeated serious behaviour. The Principal will hold a meeting with the student and their parent/ guardian and the outcome of the meeting will be communicated in writing to the parent/ guardian with a copy uploaded to MLC Connect. The MLC Board Chair will be notified prior to the student being informed.

In the case of expulsions, MLC should do all it can to support the student and their family during their transition to another school. The College's duty of care continues whilst the student remains on the College's enrolment register.

MLC will record and monitor student behaviour including the application of sanctions. Data will be systematically reviewed to enable the College to identify emerging patterns over time and used to inform the ongoing development of College strategies and policy.

3.5. Appeals

A student may seek a review of a decision made under this policy. All appeals must be made in writing setting out the grounds of the appeal.

An appeal from a decision to **terminate the enrolment** of a student must be made to the Chair of the MLC Board in accordance with the formal complaint processes outlined in the Complaints, Grievances and Appeals Policy.

4. Related Documents

- Duty of Care Policy
- Student Code of Conduct Policy and Procedure
- Equal Opportunity Policy (students)
- Electronic Agreement - students
- Student Uniform Requirements Policy
- Drug Education Health and Wellbeing policy
- Attendance Policy
- Restrictive Interventions Policy
- Records Management Policy
- Complaints, Grievances and Appeals Policy

5. Governance

Document Details		
Title:	Behaviour Management Policy – Relationships for Learning	
Policy Approver:	MLC Board	
Policy Owner:	Director of Student Wellbeing	
Date Created:	November 2022	
Review Timeline:	Biennial	
Date of Next Review:	2024	

Version Control		
Version	Date	Description
V1	Nov 2022	Updated policy to replace Student Code of Behaviour and Discipline Policy

Audience	Publication Location
MLC Staff	MLC Staff Hub > Document Central
MLC Students	MLC Student Hub
Parents/Guardians	myMLCfamily



Student Code of Conduct

1. Purpose

The MLC Student Code of Conduct outlines the College's expectations for all students regarding the behaviour expected of them while in the school community, when participating in College related activities or while representing MLC.

2. Scope

This policy applies to all students Prep - Year 12, including students who reside in the Tiddeman Boarding House. The application of this Code is not limited to the College sites (which includes the remote sites at Marshmead and Banksia) and school hours. It extends to all activities and events that are MLC related and when representing or acting on behalf of the College.

3. Policy Statement

3.1. Policy Principles

The Student Code of Conduct 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 when using 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.

3.2. Positive Behaviours that Support the MLC Values

The MLC values make clear what we stand for and aspire to, guiding the culture we foster and the behaviours we expect of everyone within our community:

*Engage with **Respect***

*Aspire with **Responsibility***

*Act with **Compassion***

*Explore with **Courage***

In learning spaces I will	On all school properties I will	In the community I will	In the digital world I will
Welcome diversity, recognise individual circumstances and be responsive to individual needs			
Take responsibility for my own actions and decisions			
Behave in a manner that ensures my safety and the safety of others			
Demonstrate optimism, determination and resilience			
Approach every interaction with an open mind	Respect property and facilities ensuring College grounds are clean and tidy.	Take responsibility for myself, others and the environment	Carefully read and follow the Agreement for Student Use of Technology at MLC
Make positive contributions and respect those made by others by listening and being attentive	Dispose of waste appropriately	Follow uniform guidelines	Use digital resources to support my learning
Take responsibility for self-directed learning	Report any anti-social behaviour to a staff member	Always uphold the College values	Report any inappropriate online behaviour to a staff member
Keep all spaces clean and tidy	Keep all shared spaces clean and tidy	Always uphold the law	Show respect for myself and others
Set suitable goals and utilise my strengths to achieve these	Show respect for all members of the community, including students, staff, parents/guardians and visitors	Be generous and considerate in my support of others	Use apps and sites that are appropriate for my age
Ensure that all members of the class can maximise their learning	Be punctual to all classes and activities	Demonstrate respect for all members of the community	

3.3. Behaviours that don't support the MLC values

3.3.1. Level 1 – Minor Misbehaviours

Managed by Class / Subject teachers / Home Group Teachers and Tutors / Boarding Supervisors

Across each MLC site (Kew, Banksia and Marshmead), including the Tiddeman Boarding House, our school-wide, values-based expectations are taught and modelled. They form the basis for developing positive expectations of behaviour. Every staff member will take action to support students in being accountable for their choices and will respond calmly and assertively, reminding and redirecting students about classroom and school grounds expectations.

In Level 1, students will undertake a restorative conversation with a staff member, working together to explore solutions.

Behaviour Category	Example	Possible response/s (in sequential order)
Respecting MLC Uniform Requirements	Wearing jewellery or make-up, Hair not tied back. Dress/skirt length inappropriate Wearing non-MLC clothing items	<ul style="list-style-type: none"> - Uniform conversation issued via attendance tracking following a discussion with the student, which includes request to remove jewellery /non uniform items/ tie hair back.
Lateness to class	Late to roll call or class Late to Community based duties at Marshmead	
Disruptive	Distracting peers and/or staff whilst in class or undertaking activities.	<ul style="list-style-type: none"> - If repeated, staff may retain jewellery/ clothing items for the day - HGT/Tutor has a restorative conversation when 3 uniform conversations are recorded.
Refusal to participate	Passive refusal to complete work. Incomplete assignments, class work or homework. Not completing assigned duties at Marshmead such as morning inspections. Not engaging in boarding house LACE program, or other boarding activities, events or duties.	
Unexplained absence from class	Missing part or all of a class or Boarding Prep that is not explained	<ul style="list-style-type: none"> - Classroom teacher has a restorative conversation, which may include: <ul style="list-style-type: none"> ▪ informing the student that they are to stay behind if class is prior to recess, lunch or end of day ▪ moving the student or removing them from the classroom for a short period ▪ an agreement regarding how and when the student will complete work. ▪ an agreement regarding how student will act in class in the future. ▪ request to place phone in locker or in mobile phone resting box ▪ Reminder about classroom expectations. ▪ Reflection sheet
Uncooperative or disrespectful to staff	Ignoring staff requests or instructions. Interrupting inappropriately, speaking whilst staff are teaching.	
Inappropriate physical contact	Inappropriate displays of affection or unwanted physical contact between students	<ul style="list-style-type: none"> - Boarding supervisor has a restorative conversation, which may include <ul style="list-style-type: none"> ▪ A reminder about expectations in the boarding house ▪ Informing the student that they may be gated for a period of time
Use of phones/smart devices and other technologies without permission	Students in JS/JSS having mobile phones/smart devices (not switched to flight mode) in their possession during school hours without teacher permission Students in MS/SS using mobile phones/devices during class time without permission Boarding students in JSS/MS deliberately keeping their phones and electronic devices after tech time	
Bringing contraband items to MLC Marshmead or MLC Banksia	Student brings a contraband item such as confectionary, movies, computer games to Marshmead.	<ul style="list-style-type: none"> - Referral to HGT/Tutor if ongoing - Contact parent/guardian

3.3.2. Level 2 – Moderate or Repeated Misbehaviours

Student Coordinator / Deputy Head of School / Head/Deputy Head of Boarding / Deputy Director/Director of Marshmead or Banksia

Focused Intervention and Targeted Behaviour Support. Students will sometimes require more support and guidance to change their inappropriate behaviour and learn more appropriate ways to relate with peers and adults at MLC. When behaviour becomes chronic (repeated) or acute (moderate level), students will be managed at a Level 2. This may involve Student Coordinator/Deputy Head engaging with parents through student support meetings to guide students in making better choices.

Behaviour Category	Example	Possible Restorative Response/s
Cheating	Breaches of dMLC's Academic Integrity Policy, e.g., a student submitting work that is not their own.	<ul style="list-style-type: none"> - Discussion with Yr 7-10 student so that they understand issue. Option to undertake reflection activity. - Verbal or written warning - Completing an alternative task - Receiving a score of 0 - If occurs in an IB or VCE class refer to relevant Curriculum Coordinator for follow up discussion. - (as per the MLC Academic Integrity Policy) - Contact parent/guardian
Lying	Not telling the truth	<ul style="list-style-type: none"> - Restorative conversation - Mediation
IT misconduct	Breach of the Agreement for Student Use of Technology at MLC Policy Bringing a prohibited device such as a Phone to Marshmead or Banksia Not handing in their phone or other electronic devices at tech time in Tiddeman Boarding House.	<ul style="list-style-type: none"> - Letter of apology - Reflective writing (adapted to age ability and learning needs of student) - Individual Behaviour contract - Lunchtime/after school reflection session
Bullying	Breaches of the Bullying Prevention and Intervention Policy such as inappropriate conduct in relation to another student.	<ul style="list-style-type: none"> - Service activity in MLC Community - Contact parent/guardian
Racism / Trans or Homophobia	Racist behaviours that belittle, mock, intimidate, vilify or shame based on ethnic background, cultural practices, religion or physical appearance Trans / Homophobic behaviours that humiliate, intimidate, shame or vilify based on sexuality or gender identity.	
Defiance	Failure to respond to adult request / instruction.	
Inappropriate verbal conduct	Swearing, aggressive tone to staff or other students	
Unexplained absence from class	Two or more unexplained absences from class	
Breach of school rules	Being out of school grounds without permission Being outside of Marshmead or Banksia boundaries Taking food from the Marshmead kitchen without permission. Behaviour on school excursion or trip that puts self or others at risk or damages the reputation of the College Boarder leaving the Tiddeman Boarding House without completing an appropriate leave pass or not adhering to the details submitted on the pass.	

3.3.3. Level 3 – Serious Misbehaviour

Behavioural strategies, approaches, and problem-solving conversations with Head of School / Head of Boarding/Vice Principal / Principal

This level of intervention is designed to provide intensive support for students presenting with complex, ongoing difficulties or who are considered significantly at risk of harm to themselves or others. When a student has been identified as needing Level 3 support, they will be managed by a Head of School/Head of Boarding/Vice Principal/ Principal. These processes will only happen in consultation with parents and could involve a Student Support Meeting. Where applicable, additional input will be sought from external professionals.

Behaviour Category	Example	Possible Response/s
Intentionally disrespecting/ causing damage to classroom environment or equipment or possessions of other students	Graffiti on any College property, deliberately breaking College equipment or personal items of other students	<ul style="list-style-type: none"> - Conversation with Head of Boarding/Director of Marshmead/ Head of School/Vice Principal/Principal - Repairing or restitution for any damage caused
Breach of school rules - involving safety issues	Being outside of Marshmead or Banksia boundaries, Tiddeman Boarding House or tour accommodation at night	<ul style="list-style-type: none"> - Letter of apology - Lunchtime/after school reflection session
Possessing prohibited items	Breaches of the drug and alcohol policy such as possessing/consuming alcohol, drugs, and vaping or illicit substances.	<ul style="list-style-type: none"> - Individual Behaviour contract - Contact parent/guardian
Property misconduct (theft)	Theft of belongings from another student, staff, school property.	<ul style="list-style-type: none"> - Early return from Marshmead/ Banksia or Tour
Threats to others	Making threats of violence, or harm towards another person via any means.	<ul style="list-style-type: none"> - Education ie Quit material/ referral to health support - Service to MLC community activity - Internal suspension - Suspension from Tiddeman Boarding House - Suspension from Day school

3.3.4. Level 4 – Extremely Serious Behaviour

The Principal may suspend or expel a student in the following circumstances:

Behaviour Category	Example	Possible Response/s
Severe threats to others	Making serious threats of violence, to harm or hurt or cause death, or illegal act towards another person via any means	<ul style="list-style-type: none"> - Conversation with Head of School/ Principal - Contact parent/guardian
An extremely serious offence which jeopardises the safety and security of other members of the school community or which seriously harms the reputation of the School.	Physical violence to staff or student. Bringing a weapon or dangerous item to school or school event.	<ul style="list-style-type: none"> - Search of student bag / locker / boarding house bedroom - Internal suspension - Suspension - Suspension/expulsion from Tiddeman Boarding House
Illicit/ Illegal substances	Breaches of the drug education health and wellbeing policy such as using illicit substances whilst in school uniform, bringing illicit substances on school grounds. Includes possessing, consuming, inhaling, procuring or supplying drugs (see WHO definition)	<ul style="list-style-type: none"> - Early return from Marshmead / Banksia or Tour - Expulsion - An illegal act would involve consultation with Police
A serious breach of the School's enrolment agreement, including but not limited to the Enrolment Terms and Conditions, the Student Behaviour Management policy and the Parent Code of Conduct.		

4. Procedures for Responding to Student Misbehaviour

4.1. Principles

Managing relationships in the classroom should be predominantly proactive, rather than reactive. Examples of proactive measures (micro moments) include hints/prompts/cues such as a glance or a brief pause when a student is off-task or praise in recognition of positive behaviour.

Effective consequences at MLC follow the 4 R's principle:

- They must be **Related** to the behaviour – for example, this may mean giving up personal time to make up for the teaching and learning time they have wasted during a lesson
- They must be **Respectful** – not demeaning or humiliating
- They must be **Reasonable** – developmentally appropriate for the student
- They must be **Relational** – focus on repairing relationships

4.2. A restorative conversation

A restorative conversation generally follows a prescribed series of questions which may include:

- **What happened?** We are seeking to focus on the actual events first. May also include some support questions to help the student understand the situation they have contributed to, such as: **Where did it happen? When did it happen? Who was involved?**
- **What were you thinking at the time?** Seeking to focus on the student's contribution. Helping them to understand their motivations.
- **What have you been thinking about since?** Focus on the process of reflection; the student may already have insight into their responsibility and the impact on others.
- **Who has been affected by this?** Looking for the student's perception of their impact on others.
- **What can you do to fix this situation? How are you going to repair the relationships?**

The student may provide input into what they see as an appropriate consequence. (Thorsborne & Vinegrad, 2021).

4.3. Reflective writing

Student is to complete a piece of writing that allows them to reflect on their poor choices and explain how their future choices will result in different outcomes. The signature of a parent may also be required.

4.4. Mediation

Meetings are aimed at resolving conflict between staff/student or student/student. These meetings may include relevant staff member/s, Coordinator, Boarding Supervisor, Deputy Head of Boarding, Deputy Director of Marshmead, Deputy Head of School, Head of Boarding, Director of Marshmead, Director of Banksia, Head of School and/or member of the school counselling team.

4.5. Lunchtime Reflection session

This may be held any day of the week and for a length of time determined by the coordinator. Students will be required to reflect on their behaviour either via a conversation with the coordinator and/or a reflective writing piece.

4.6. After School Reflection session

This may be held any day of the week for an hour, but should be in a student's "free time". This will

be supervised by the Deputy Head/Head of School, Deputy Head/ Head of Boarding, Deputy Director or Director of Marshmead, Director of Banksia. Students will be required to reflect on their behaviour via a conversation with the Deputy Head/Head and may be required to complete a reflective writing piece. A service to the community task may also be appropriate. This is a more significant consequence than the lunchtime reflection session.

The lunchtime/afterschool reflection session is a strategy to achieve a set of outcomes that include:

- Stop the behaviour
- Promote better behaviour
- Provide the most effective learning
- Reflect MLC values.

4.7. Individual Behaviour Management Plan

Individual Behaviour Management Plans may be implemented following repeated, serious misbehaviour and on return to school following suspension. These plans will be negotiated between College staff, students and parents/carers, and will consider the student's:

- Age
- developmental needs
- behavioural context
- cognitive needs.

Individual Behaviour Management Plans are designed to support the student to demonstrate appropriate behaviour in the school environment. Desired behaviour/goals of the student will be clearly described and agreed upon by all parties. The plan will outline changes and/or support required in the learning environment to enable the student to modify their behaviour.

The College will refer the student to additional support available and review, assess, change and modify the plan as required. The student, staff member responsible and the parent/carer is required to sign off on the Individual Behaviour Management Plan.

4.8. Internal suspension

This is a more significant consequence that will normally only be used when other measures have not produced a satisfactory change in behaviour, or an incident has occurred that warrants this action. This involves a student remaining at school, and completing one or more of the following:

- Student remains at school, is isolated from their peers and completes school work
- Writes a reflective piece on their behaviour
- Undertakes tasks /duties that give service to the MLC Community

4.9. Suspension from School

Suspension from School or Tiddeman Boarding House or a return from Marshmead is used sparingly, in situations where students have breached particular school policies, such as the Bullying Prevention and Intervention or Student Drug Education, Health and Wellbeing Policy.

At MLC we consider students' individual circumstances when responding to inappropriate behaviour or determining an appropriate consequence. This will mean that not everyone will be treated in the same way. Responses to students will also be differentiated based on age. If a student continues to make choices that do not align with the College values, a conversation with the Principal regarding whether MLC is the right learning environment will take place.

5. Related MLC policies

- Bullying Prevention and Intervention Policy
- Behaviour Management Policy – Relationships for Learning

6. Governance

Document Details		
Title:	Student Code of Conduct Policy and Procedure (formerly Student Code of Discipline and Behaviour Policy)	
Policy Approver:	Vice Principal	
Policy Owner:	Director of Student Wellbeing	
Involved in Review:	Student Wellbeing Committee, Head of Boarding, Dir MLC Marshmead, Schools Management Team, Student Representative Council (students)	
Date Created:	April 2006	
Review Timeline:	Triennial	
Date of Next Review:	October 2025	

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 aligning this policy with updates to other College policies (Positive Relationships at MLC – Student Anti Bullying Policy and Procedures; Student Drug Education, Health and Wellbeing Policy)
V6	Sep 2021	Reformatted to new College Policy template. This policy is currently undergoing a major review.
V7	Oct 2022	Major update. Policy renamed (formerly Student Code of Discipline and Behaviour Policy) and completely rewritten.
V8	May 2023	Minor update to include appendices outlining versions of the policy to be included in printed Student Planners, and Student handbooks (Remote sites; Boarding)

Audience	Publication Location
MLC Staff	MLC Staff Hub > Document Central
MLC Students	MLC Student Hub
Parents/Gurdians	myMLCfamily
Wider community	External MLC website

Appendix 1 – Student Planner version of Student Code of Conduct

Student Code of Conduct

This section is adapted from MLC's Student Code of Conduct Policy and Procedure.

Positive behaviours that support the MLC Values

The MLC values make clear what we stand for and aspire to, guiding the culture we foster and the behaviours we expect of everyone within our community:

- Engage with **Respect**
- Aspire with **Responsibility**
- Act with **Compassion**
- Explore with **Courage**

In learning spaces I will	On all school properties I will	In the community I will	In the digital world I will
Welcome diversity, recognise individual circumstances and be responsive to individual needs			
Take responsibility for my own actions and decisions			
Behave in a manner that ensures my safety and the safety of others			
Demonstrate optimism, determination and resilience			
Approach every interaction with an open mind	Respect property and facilities ensuring College grounds are clean and tidy.	Take responsibility for myself, others and the environment	Carefully read and follow the agreement for Student Use of Technology at MLC
Make positive contributions and respect those made by others by listening and being attentive	Dispose of waste appropriately	Follow uniform guidelines	Use digital resources to support my learning
Take responsibility for self-directed learning	Report any anti-social behaviour to a staff member	Always uphold the College values	Report any inappropriate online behaviour to a staff member
Keep all spaces clean and tidy	Keep all shared spaces clean and tidy	Always uphold the law	Show respect for myself and others
Set suitable goals and utilise my strengths to achieve these	Show respect for all members of the community, including students, staff, parents/guardians and visitors	Be generous and considerate in my support of others	Use apps and sites that are appropriate for my age
Ensure that all members of the class can maximise their learning	Be punctual to all classes and activities	Demonstrate respect for all members of the community	

Behaviours that don't support the MLC Values

Level 1: Minor Misbehaviours

In Level 1, students will undertake a restorative conversation with a staff member, working together to explore solutions.

Examples of minor misbehaviour: Late to class or unexplained absence; incorrect uniform; disruptive in class; use of phone without permission.

Level 2: Moderate or repeated misbehaviours

In Level 2, students require more support and guidance to change their inappropriate behaviour and learn more appropriate ways to relate with peers and adults at MLC

This may involve Student Coordinator/Deputy Head engaging with parents, through student support meetings, to guide students in making better choices, restorative conversations, mediation, letter of apology, reflective writing (adapted to age, ability and learning needs of student), Individual Behaviour Contract, lunchtime/after school reflection session, service activity in MLC community.

Examples of moderate misbehaviour: Cheating; lying; use of technology that causes harm to others; bullying; swearing at staff; intentionally not responding to staff instruction; repeated unexplained absence from class; breach of school rules about being off site without permission.

Level 3: Serious Misbehaviour

In Level 3 students, require intensive support for complex, ongoing difficulties that seriously impact themselves or other students or staff

Level 3 processes will only happen in consultation with parents and could involve a Student Support Meeting.

Examples of serious misbehaviour: Damage to property; stealing; making threats to harm; possessing and/or consuming alcohol, drugs, vapes or illicit substances, or, being in the presence of others who are.

Level 4: Extremely Serious Behaviour

The Principal may suspend or expel a student at this level

Examples of extremely serious misbehaviour: Behaviour that is illegal and needs to be reported to police, including – physical violence; bringing a weapon or dangerous item or illicit substance onto College grounds or to a College event; serious threats to anyone in the College community.

Appendix 2 – Remote Sites (Banksia and Marshmead) adaptation of Student Code of Conduct

Student Code of Conduct

This section is adapted from MLC’s Student Code of Conduct Policy and Procedure.

This will appear in the Marshmead Handbook and shared with students and parents at relevant information evenings.

Positive behaviours that support the MLC Values

The MLC values make clear what we stand for and aspire to, guiding the culture we foster and the behaviours we expect of everyone within our community:

- Engage with **Respect**
- Aspire with **Responsibility**
- Act with **Compassion**
- Explore with **Courage**

In learning spaces I will	On all school properties I will	In the community I will	In the digital world I will
Welcome diversity, recognise individual circumstances and be responsive to individual needs			
Take responsibility for my own actions and decisions			
Behave in a manner that ensures my safety and the safety of others			
Demonstrate optimism, determination and resilience			
Approach every interaction with an open mind	Respect property and facilities ensuring College grounds are clean and tidy.	Take responsibility for myself, others and the environment	Carefully read and follow the agreement for Student Use of Technology at MLC
Make positive contributions and respect those made by others by listening and being attentive	Dispose of waste appropriately	Follow Marshmead equipment and clothing guidelines	Use digital resources to support my learning
Take responsibility for self-directed learning	Report any anti-social behaviour to a staff member	Always uphold the College values	Report any inappropriate online behaviour to a staff member
Keep all spaces clean and tidy	Keep all shared spaces clean and tidy	Always uphold the law	Show respect for myself and others
Set suitable goals and utilise my strengths to achieve these	Show respect for all members of the community, including students, staff, parents/guardians and visitors	Be generous and considerate in my support of others	Use apps and sites that are appropriate for my age and the Marshmead environment.
Ensure that all members of the class can maximise their learning	Be punctual to all classes and activities	Demonstrate respect for all members of the community	

Behaviours that don't support the MLC Values – Marshmead Specific

Level 1: Minor Misbehaviours

In Level 1, students will undertake a restorative conversation with a staff member, working together to explore solutions.

Examples: Late to class or Community duty/event; disruptive in class; not completing duties such as morning inspections.

Level 2: Moderate or repeated misbehaviours

In Level 2, students require more support and guidance to change their inappropriate behaviour and learn more appropriate ways to relate with peers and adults at MLC.

This may involve Director/Deputy Director engaging with parents and student, through conversation, to guide students in making better choices, restorative conversations, mediation, letter of apology, reflective writing (adapted to age, ability and learning needs of student), Individual Behaviour Contract, lunchtime/after school reflection session, service activity in Marshmead community.

Examples of moderate misbehaviour: Lying; bullying; swearing at staff; intentionally not responding to staff instruction; breach of Marshmead/Banksia boundary system.

Level 3: Serious Misbehaviour

In Level 3 students require intensive support for complex, ongoing difficulties that seriously impact themselves or other students or staff.

Level 3 processes will only happen in consultation with parents and could involve a return home and return to school (Kew) meeting.

Examples of serious misbehaviour: Damage to property; stealing; bringing a mobile phone; being out of bounds at night; making threats to harm; possessing and/or consuming alcohol, drugs, vapes, illicit substances, or being in the presence of others who are.

Level 4: Extremely Serious Behaviour

The Principal may suspend or expel a student at this level.

Examples of extremely serious misbehaviour: Behaviour that is illegal and needs to be reported to police including physical violence, bringing a weapon or dangerous item or illicit substance on school grounds or to school event, serious threats to anyone in school community.

Appendix 3 – Boarding House adaptation of Student Code of Conduct

Student Code of Conduct

This section is adapted from MLC's Student Code of Conduct Policy and Procedure

This will appear in the Boarding Handbook and shared with students and parents at relevant information sessions.

In Preparation time I will	In Tiddeman House I will	As a member of the Boarding Community I will	In the digital world I will
Welcome diversity, recognise individual circumstances and be responsive to individual needs			
Take responsibility for my own actions and decisions			
Behave in a manner that ensures my safety and the safety of others			
Demonstrate optimism, determination and resilience			
Be punctual and with everything required for Preparation to maximise time and my learning	Respect property and facilities ensuring Tiddeman House is clean, damage free and tidy.	Take responsibility for myself, others and the community	Carefully read and follow the agreement for Student Use of Technology at MLC
Follow Preparation expectations, such as working at my desk	Dispose of waste appropriately	Approach boarding activities with a positive and inclusive mindset	Use digital resources to support my learning
Make positive contributions and respect those made by others by listening and being attentive	Follow Behaviour and Conduct Expectations eg/Tidy Room	Follow dress and appearance codes as outlined in the Boarders Handbook	Adhere to the BH expectations of correctly handling in my electronic devices at the appropriate time
Take responsibility for self-directed learning and accessing the specialist assistance provided in house	Report any anti-social or unsafe behaviour to a staff member	Always uphold the College values	Use of electronic devices is appropriate and in accordance with BH Expectations
Keep all spaces clean and tidy	Keep all shared spaces clean and tidy	Always uphold the law	Report any inappropriate online behaviour to a staff member
Set suitable goals and utilise my strengths to achieve these	Show respect for all members of the community, including students, staff, parents/guardians and visitors	Be generous and considerate in my support of others	Show respect for myself and others in an online environment
Ensure that all members of the House can maximise their learning	Be punctual to all activities and excursions	Demonstrate respect for all members of the community	Use apps and sites that are appropriate for my age

Behaviours that don't support the MLC Values – Boarding specific

Level 1: Minor Misbehaviours

In Level 1, students will undertake a restorative conversation with a staff member, working together to explore solutions.

Examples: Late to meals, Prep or returning from leave; Room untidy, bed not made, items over the floor and desk; Not completing duties such as Common Room tidying up duty.

Level 2: Moderate or repeated misbehaviours

In Level 2, students require more support and guidance to change their inappropriate behaviour and learn more appropriate ways to relate with peers and adults at MLC.

This may involve Head/Deputy Head of Boarding engaging with parents and student, through conversation, to guide students in making better choices, restorative conversations, mediation, letter of apology, reflective writing (adapted to age, ability and learning needs of student).

Examples of moderate misbehaviour: Lying; bullying; swearing at staff; intentionally not responding to staff instruction; breach of Boarding expectations system over a sustained period of time.

Level 3: Serious Misbehaviour

In Level 3, students require intensive support for complex, ongoing difficulties that seriously impact themselves or other students or staff.

Level 3 processes will only happen in consultation with parents and Head of School and could involve a return home for a period of time.

Examples of serious misbehaviour: Damage to property; stealing; misuse of mobile phone; not being where the leave pass stated the student would be; making threats to harm; possessing, consuming alcohol, drugs, vapes, illicit substances, or being in the presence of others who are.

Level 4: Extremely Serious Behaviour

The Principal may suspend or expel a student at this level.

Examples of extremely serious misbehaviour: Behaviour that is illegal and needs to be reported to police, including – physical violence; bringing a weapon or dangerous item or illicit substance onto College grounds, or to a College event; serious threats to anyone in school community.