

Marist College Ashgrove



Enrolment Information and Policy Booklet for Overseas Visa Students

HISTORY OF MARIST BROTHERS

The Marist Brothers is a Religious Institute founded in 1817 by a young newly-ordained French priest, Marcellin Champagnat, who was raised in France during the French Revolution. Marcellin and his first two recruits observed and fought against the spiritual and educational devastation the war had inflicted on young people. He considered his mission in life to make Jesus known and loved and to do so by creating schools which not only taught secular subjects but religious education and the catechism.

Like today's Marist Brothers, the early Marist communities of religious Brothers were known for their family spirit and simple Gospel way of being fully present to each other and all people. Then, as now, the goal was to bring the love of Jesus and Mary to others through lives of service.

The first Marist school opened in LaValla, France in 1818 and is still in operation today. Marist schools began to multiply at the rate of almost a dozen a year. By the time of Marcellin's death in 1840 there were 278 Brothers and his system of education had begun to expand throughout France.

Over the next 50 years the Brothers expanded across all continents and established a system of education world-wide. Today the Brothers' schools exist in 81 countries. There are about 4,500 Brothers and 40,000 lay teachers working in Marist schools today, educating over 500,000 young people.

Marist Schools Australia - The Marist Brothers first arrived in Australia in December of 1872 and established schools in Sydney, just thirty years after the death of their founder, Champagnat. They were led by the 28 year old Brother Ludovic Laboureyras, a Frenchman with limited teaching experience and relatively poor English speaking skills. This young man was charged with leading three other brothers, all native English speakers

In 1929 the Brothers established their first school in Brisbane at Marist College Rosalie and then in 1940 at Marist College Ashgrove. There are over 58 schools in the Marist Schools in Australia (M.S.A), today representing schools begun by the Marist Brothers, Marist Sisters and Marist Fathers.

MARIST COLLEGE ASHGROVE

Marist College Ashgrove began in 1940 with Brother Ignatius as its first Headmaster. The College is built on the site formerly purchased by the Catholic Archdiocese of Brisbane for use as a seminary for the proposed (but since disbanded) religious order of Father Walter Cain, and his proposed Missionary Order. A remnant of the Order is to be seen in the Tower Block, built in the 1930s, which remains an important graceful architectural symbol of the College. Despite temporary evacuation and re-location during World War II, the College flourished and developed.

Marist College Ashgrove is located in suburban Ashgrove approximately seven (7) kilometres from the centre of Brisbane. It is leafy and expansive, with buildings and facilities nestled amongst acres of bushland.

The 23 hectare campus is characterised by a sense of history combined with a clear focus on the future. From the stately Tower Block (circa 1930) which still stands today as an Ashgrove icon, to the \$11 million Performing and Visual Art Complex, the campus provides the best of both worlds.

The College's reputation has steadily grown since 1940 and has been extended with its loyal supporters and Old Boys network. It is respected throughout Australia, Papua New Guinea, Solomon Islands, the wider Pacific and Asia as a significant institution expressing the very best in Marist educational values and teaching.

FOR FURTHER INFORMATION ON BRISBANE AND LIVING IN AUSTRALIA, VISIT:

<http://www.visitbrisbane.com.au/Travel/Destination-Maps/Brisbane.aspx> - Visit Brisbane

<http://www.tq.com.au/> - Tourism Queensland

<http://www.brisbanemarketing.com.au/> - Brisbane Marketing

<http://www.studyinaustralia.gov.au/> - Studying in Australia.

<http://www.studyqueensland.qld.edu.au/> - Study Queensland

<http://www.immi.gov.au/living-in-australia/> - Living in Australia

<http://www.royallifesaving.com.au/facts-and-figures/key-facts/locations/beach-safety> - Beach Safety

AUSTRALIAN GOVERNMENT – ESOS Framework – providing quality education and protecting your rights

The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. Australia's laws promote quality education and consumer protection for overseas students. These laws are known as the ESOS framework and they include the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2007.

The Education Services for Overseas Students Act 2000 (the ESOS Act) and related laws set out the requirements for education institutions (providers) who deliver education services to international students on a student visa. These laws protect international students and also help ensure students meet student visa conditions for attending classes and making satisfactory progress in their studies while in Australia.

Protection for overseas students

As an overseas student on a student visa, you must study with an education provider and in a course that can be found on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) at <http://cricos.deewr.gov.au/> CRICOS registration guarantees that the course and the education provider at which you study meet the high standards necessary for overseas students.

Students should make sure the education institution provides all the information they are required to provide under the ESOS legislation to help students make an informed choice. This includes information such as: a description of the course and campus locations, facilities and learning resources, the minimum English language proficiency and any conditions on enrolment.

The education institution must also provide a detailed list of the costs of the course or courses and information about refunds and how students can apply for a refund if they are entitled to one before the student signs a written agreement. Students must read and understand their written agreement before paying any fees to their education institution. Consult the National Code Part D

Your rights

The ESOS framework protects your rights, including:

- the students right to receive, before enrolling, current and accurate information about the courses, fees, modes of study and other information from your provider and your provider's agent. If you are under 18, to ensure your safety, you will be granted a visa only if there are arrangements in place for your accommodation, support and welfare;
- the students right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.

The Tuition Protection Service (TPS) is a placement and refund service for international students, which is activated in the event that your provider is unable to teach your course. Visit the TPS website for more information, at www.tps.gov.au.

AUSTRALIAN GOVERNMENT – ESOS Framework – providing quality education and protecting your rights

The ESOS framework sets out the standards Australian providers offering education and training services to overseas students must meet. These standards cover a range of information you have a right to know and services that must be offered to you, including:

- orientation and access to support services to help you study and adjust to life in Australia;
- who the contact officer or officers is for overseas students;
- if you can apply for course credit;
- when your enrolment can be deferred, suspended or cancelled;
- what your provider's requirements are for satisfactory progress in the courses you study and what support is available if you are not progressing well;
- if attendance will be monitored for your course;
- a complaints and appeals process.

One of the standards does not allow another provider to enrol a student who wants to transfer to another course but who has not completed six months of the final course of study in Australia. If you want to transfer before you have completed six months of your final course you need your provider's permission.

Your responsibilities

As an overseas student on a student visa, you have responsibilities to:

- satisfy your student visa conditions;
- maintain your Overseas Student Health Cover (OSHC) for the period of your stay;
- meet the terms of the written agreement with your education provider;
- inform your provider if you change your address;
- maintain satisfactory course progress;
- if attendance is recorded for your course, follow your provider's attendance policy, and
- if you are under 18, maintain your approved accommodation, support and general welfare arrangements.

Contact details

Who?	Why?	How?
Your provider	For policies and procedures that affect you	Speak with your provider. Go to your provider's website.
Department of Education and Training	For your ESOS rights and responsibilities	www.internationaleducation.gov.au ESOS Helpline +61 2 6240 5069
Department of Immigration and Border Protection	For visa matters	www.immi.gov.au Phone 131 881 in Australia Contact the DIAC office in your country

AUSTRALIAN GOVERNMENT – ESOS Framework – providing quality education and protecting your rights

Arranging Visas

Most international students wanting to study in Australia require a student visa. Some other visa holders are also eligible to study as international students in Australia.

In order to apply for a student visa you will need a valid passport, and electronic Confirmation of Enrolment (eCoE) and any other documentation required by the Australian diplomatic post with which you lodge your application. For example, if you are under 18 years and not living in Australia with a parent or guardian you must have a completed Confirmation of Appropriate Accommodation/Welfare arrangements form to ensure your accommodation and welfare is approved by your education provider. Students are advised not to travel outside the approved dates confirmed by the College.

You must ensure to allow enough time for processing between lodging your application and the start of your academic program, as it can be a lengthy process depending on your country of origin.

Department of Immigration and Border Protection

The Australian Government's Department of Immigration and Border Protection provides comprehensive information about student visa requirements and the application process, as well as application document checklists to assist you with your application.

For the latest information: - Visit <http://www.immi.gov.au/students/>

From 15 October 2007, all applicants aged 18 years and over are required to sign a values statement when applying for selected visas. The statement requires applicants to confirm that they will respect the Australian way of life and obey the laws of Australia before being granted a visa. <http://www.immi.gov.au/living-in-australia/values/book/#c>

Assessment Levels - your passport country and course(s) of study determine your Assessment Level. More information about Student visa Assessment Levels is available. **See:** [Student Visa Program - Assessment Levels](#)

Department of Foreign Affairs and Trade

As well as links from the DIBP website the Department of Foreign Affairs and Trade website <http://www.dfat.gov.au/embassies.html> has a comprehensive list of Australian embassies, high commissions, consulates and representative offices around the world.

ACCREDITATION

Marist College Ashgrove is an approved College under the Accreditation of Non-State Colleges Act, 2001 and the Education Services for Overseas Students Act (ESOS), 2000.

Marist College Ashgrove is bound by the National Code of Practice for Providers of Education and Training to Overseas Students 2007 under its registration on the Commonwealth Register of Institutions and Course for Overseas Students (CRICOS).

The National Code is an integral part of the ESOS Act, providing nationally consistent standards for the registration of providers and their course.

The National Code objectives are to:

- support the ESOS framework;
- establish and protect Australia's Overseas reputation as a provider of high quality education and training
- protect the interests of overseas students
- support registered providers in monitoring student compliance with student visa conditions and in reporting any student breaches to the Australian Government.

An evaluation of the ESOS Act (2004) resulted in a number of amendments and a revision of the *National Code of Practice for Providers of Education and Training to Overseas Students* (the National Code).

In order to be registered on CRICOS *Marist College Ashgrove* is required to:

- a) have the principal purpose of providing education: and
- b) clearly demonstrate capacity to provide education of a satisfactory standard.

ACCREDITATION

Evidence of Marist College Ashgrove's ability to meet these requirements is provided in:-

- i. the College's Annual Report to Commonwealth and State Governments.
- ii. Non State-Schools Accreditation Board documentation – the College's Cyclical Review Report and NSSAB confirmation letter.

Marist College Ashgrove recognises that if it should not meet the obligations of this code or support regulatory requirements it may have its registration as a provider withdrawn.

Marist College Ashgrove is subject to auditing under the requirements of *the Financial Administration and Audit Act 1977*. The College will therefore keep all necessary records that would allow the auditor to be satisfied about the resources of all monies received for providing courses to overseas students and the ways in the monies are spent.

CRICOS Registration details:-

Trustees of the Marist Brothers t/as *Marist College Ashgrove*

CRICOS Provider Number is: 00670F.

CRICOS Course No: 082463A

Junior Secondary Studies Years 7-10

CRICOS Course No: 082464M

Senior Secondary Certificate of Education Years 11-12

Period of CRICOS Registration: 01/01/1991 to 30/06/2015

Trustees of the Marist Brothers t/as Marist College Ashgrove is registered to enrol a maximum of 20 Full Fee Paying Overseas Students (FFPOS).

The Principal Executive Officer (PEO) appearing on the CRICOS website <http://cricos.deewr.gov.au/> is: Mr Peter McLoughlin.

COLLEGE FACILITIES, RESOURCES AND SERVICES

The College provides a range of facilities. Some of the facilities include:

1. Boarding

Boarders are an integral part of the College Community with of lifelong friendships formed. We take our commitment to ensure boarders' safety, health and personal development very seriously. Marist College Ashgrove currently caters for 230 boarders from Year 7-12. Our boarders are from rural and remote areas of Australia, the Pacific region and beyond. A dedicated staff including Brothers, teachers, nurses and counsellors ensure that those entrusted to us are all known and well cared for.

Creating a "home away from home" has been an important feature of Marist education since its inception by St Marcellin Champagnat in 1817. Marcellin's charism continues to shine today in our modern and vibrant boarding community which is often described as the "heart and soul" of the College.

The boarders are housed in residence groups, under the care of a Residence Coordinator and a team of Supervisors. The Assistant Head of School (Boarding) oversees the operation of the boarding residences as a whole and reports to the Headmaster.

With some of the best boarding facilities on offer, Marist College Ashgrove, which is only seven (7) kilometres from the CBD of Brisbane, is located on a large property with sweeping lawns and undulating hills rich in native flora and fauna. Located between the two main ovals in a distinct and central precinct, are the boarding houses. Year 11 and younger boarders enjoy panoramic views of either the city or the bushland of the Mt Taylor range, located behind the College. Our senior boarders have the luxury of cricket and rugby ovals on their doorstep as they look down through abundant greenery on the Cameron Oval complex.

Our boarders benefit from: -

- Full access to college facilities on evenings and weekends;
- Fully equipped Health Centre under the care of six (6) Registered Nurses who are on a roster basis. A doctor visits daily through week and a physiotherapist and dietician visit weekly. Health centre staff also organise any other health-related appointments. All medication is to be kept with the Health Centre and administered as necessary;
- Recreational program run by our Boarding Recreational Officer;
- Optional personal internet access in each student's living area

Mass is held every Sunday evening and provides a constant time in a busy week where all the boarding year levels come together as one. It is a time of reflection, thanks and celebration. It is compulsory for all boarders to attend, in uniform and on time. Prayers are also said at meal times and in quiet time prior to going to bed. Singing practice is held on Thursday evenings in the Chapel and is compulsory. In all of this, boys are expected and encouraged to contribute to the spirit College.

A very strong emphasis is placed on establishing and maintaining study habits necessary for future academic success. Routines are very important in the boarding school and each residence level has its own daily timetable with an appropriate balance of study and free time.

COLLEGE FACILITIES, RESOURCES AND SERVICES

An academic focus is a key component to daily life and application in study is to be taken seriously. Each boarder studies at his personal desk in his residence of an evening. Boarders benefit from:

- Supervised study in individual private study areas;
- Internet and network access points from students' personal desks;
- A networked computer lab in the Year 12 boarding residence;
- Access to the Resource Centre, computers, tuition, or special support as necessary.

The College expects boarders to 'live life to the full' (John 10:10) and strongly encourage them to involve themselves fully in College life. The boarding school's Recreation Officer arranges appropriate afternoon and weekend activities for the different year groups. Activities included a wide range of sporting, recreational, cultural and social opportunities. These can include beach trips, movies, ice-skating, dances and Laser Skirmish.

The recreation program involves social outings with various girls' boarding schools. The costs associated with recreation are carefully monitored and a series of "no cost" activities are always incorporated.

Boarders can also choose to spend time in numerous modern recreation rooms that are provided with DVD players, table tennis tables and billiard tables for each Year level.

2. Brother Mark Farrelly Resource Centre

Comprising the Secondary and Year 5 & 6 Libraries. The Resource Centre provides support for students and teachers in all areas of the curriculum and upholds the College commitment to literacy by placing an emphasis on reading as a worthwhile leisure activity. Students are encouraged to spend time in the Resource Centre perusing, discussing, and reading books.

The most important aspect of The Resource Centre is the integration of 21st century literacies into learning and leisure to empower students with the skills to become effective lifelong learners. In order to achieve this, Teacher Librarians work cooperatively with classroom teachers to plan lessons and activities that support the development of these skills. Students who are critical in their thinking, motivated and confident in managing their learning, and who have developed good information and digital literacy skills, will be much more able to take on the challenges of higher education and lifelong learning.

The Resource Centre provides students with access to computers, silent study and group study areas, a place to relax and read or play chess, access information and complete work. At all other times students and teachers have access to our services and online support through the Br Mark Farrelly Resource Centre webpage, accessed through the College's extranet.

COLLEGE FACILITIES, RESOURCES AND SERVICES

4. 1:1 BYOD Laptop Program

In order to meet the 21st Century needs of our students. Marist College Ashgrove committed to embedding technology into introduction where appropriate and embracing the use of emerging technologies by our students to demonstrate what they know and are able to do. Achieving this goal requires all our students to have on-demand access to technology throughout the College day comparable to the access students already have outside of the College.

Through a fusion of digital technology, pedagogy and National Curriculum the 1:1 BYOD computing programme at Marist College Ashgrove creates a technology rich environment where learning is engaging, challenging and builds the capacity for students to connect and collaborate globally. The 1:1 BYOD learning model is centred on the notion that students take control of their own learning and become knowledge and content creators in order to understand the often challenging and deep conceptual issues they encounter.

For more information: -

<http://www.marash.qld.edu.au/bring-your-own-device-yrs-7-12>

5. Faith Education

The Faith Education Program at Marist College Ashgrove aims to provide opportunities which nourish the spiritual life and faith development of individuals and groups within the College community.

Founded on the Ministry of Jesus and the Marist way of living the Gospel, the program combines a broad range of sacramental, prayer and reflection experiences, together with opportunities for outreach and service to those on the margins of our community. By engaging individuals and groups within the College community in these expressions of a lived faith, the program seeks to fulfil the College Mission Statement's vision that we are "committed to the creation of a more just world."

The Religious Education (RE) Program within the College is one component of the Faith Education Program. It is distinct from, yet complementary to the faith dimension of the College. The program is designed to help students develop a knowledge about religion which can then be expressed, challenged and formed through religious life of both the student's family and the College. In Religious Education students in Years 5-10 follow an Archdiocesan approved course whose aim is the development of students' religious literacy in the light of the Catholic tradition. In Years 11 and 12 students choose to study either Religion and Ethics or Study of Religion.

Some students in Years 9 and 10 can elect to join the Catholic School Youth Ministry courses which make explicit the crossover between religious literacy focus of our Religious Education Program and the ministry, solidarity, service and leadership aspects of our Faith Education Program. The course prepares students for ministry and service in the College and beyond, whilst developing their own sense of prayer and personal spirituality.

COLLEGE FACILITIES, RESOURCES AND SERVICES

The Faith Education is assisted by the services of a full time Chaplain and a Campus Ministry Team. Facilities such as the well-appointed Chapel of Our Lady and Saint Marcellin adds to the effectiveness of this critical dimension of College life.

Facilities include:-

- 300 seat Chapel equipped with a pipe organ and dedicated to Our Lady and St Marcellin Champagnat
- Religious Education Centre attached to the Chapel incorporating classrooms, discussion rooms and offices.

MATES Ministry Program

MATES (Marists Are Taking Everyone Seriously) is a vehicle enabling students to take up the challenge of Christian service in a comprehensive way. MATES allows students the opportunity to be involved locally and internationally in a range of ministry experiences. These range from visiting local ministries through to Marist story and to create relationships with others.

MATES is coordinated by the Campus Ministry Team. At its heart, MATES is about Faith and Spirituality, Relationships and Leadership, Service and Solidarity.

MATES builds a spirituality of service in the College. It allows student achievement and commitment to ministry and service that is recognised in the awarding of Gold, Silver and Bronze badges throughout the year.

Projects and organisations in which students are active include St Vincent de Paul Society, Caritas Australia, with Homeless People, The Leadership and Mentoring Program (LAMP) at Holy Rosary Catholic Primary School Windsor, Rosies Youth Mission, Paddington Respite Care visitations and Green Ash Creek Care, among others. Students also participate in many annual doorknocks and appeals and a range of solidarity experiences.

MATES is a student-driven initiative which calls for the selfless involvement of the young men of the College to help fulfil the message of Jesus in today's world and to assess in bringing the dream of St Marcellin to reality.

6. Sports & Recreation

Sport is an important part of life at Marist College Ashgrove. The College has a proud sporting history and culture and offers a wide range of sporting opportunities. Most sport is played on Saturdays. This is strongly supported by a wide range of grounds and facilities including:

- rugby / soccer /athletics ovals
- 8 cricket nets
- fully equipped gymnasium and weights room
- two Indoor and two outdoor multipurpose courts
- Olympic sized swimming pool, heated for year round use
- indoor rock-climbing wall
- 6 all-weather flood-lit tennis courts

7. Performing and Visual Arts

The Performing and Visual Arts Complex's five artistic centres, provide the facilities to unleash creativity in performing and visual arts, drama and dance, film and television, and music.

The Molly and Len Draney Theatre boasts a performance area that readily accommodates the College's Symphony Orchestra while providing seating for 300 patrons.

The music program has a strong influence within the College, involving over a third of the students from Years 5-12. All students enrolled at the College are encouraged to be involved in a variety of ensembles encompassing many standards, musical styles and genres. Over the last twenty years, Ashgrove has been at the forefront of Music Education in Queensland with students participating in numerous performances, national and international tours, camps and competitions (in which they are often successful) as well as playing a vital role in the performing and liturgical life of the College. Ensembles:

- Symphony and Strong Ensembles
- Wind Ensembles
- Choral Ensembles
- Jazz Ensembles
- Small Ensembles

8. Learning Enrichment Centre

Marist College Ashgrove seeks to establish relationships with the students so we can walk with them in their learning and growing. We cater for individual differences in a learner-centred, contemporary and respectful way with Before School Tutoring, Individual Tutoring and Email Conferencing, Term Planning and some In-Class support based upon the support of students' class and assignment work. Special provisions for exams is offered where students have appropriate documentation.

Marist College Ashgrove has a full time teacher who specialises in English as an Additional Language or Dialect (EAL/D), and offers support to students in small groups from non-English speaking backgrounds.

This specialist assistance enables EAL/D students to meet the language requirements of the curriculum so they can feel part of the Marist family community.

Students are able to email the EAL/D teacher with any questions regarding their assignments. Parents can also contact the EAL/D teacher with any queries.

Although lessons focus mainly on English, Grammar, Vocabulary and Expression, the program aims to improve students' language ability in all subject areas across the curriculum.

Support available for student where English is an Additional Language or Dialect (and who are also deemed to have literacy needs requiring support):

- Enrolment in modified English classes for EAL/D Learners
- Modified academic programs for students assessed as having high language needs
- Withdrawal during class time for individual or small group tutoring
- Before school tutoring
- Extra provisions for exams (extra time and use of a dictionary)

COLLEGE FACILITIES, RESOURCES AND SERVICES

Students should be aware that English competence may influence their results.

In the first four (4) weeks of commencing at Marist College, students from non-English speaking backgrounds will sit for some diagnostic English test in Listening and Writing skills. At the commencement of the first term of studies student will complete diagnostic testing in reading and speaking skills.

9. Textbooks

Textbooks for Years 7-12 are issued to each student at the beginning of each semester, from the Resource Centre Textbook Loans for which a repaid Textbook Levy is charged. Students are responsible for the care and maintenance of all textbooks in their charge and for their prompt return at the end of each module studied. It is a requirement that all outstanding textbooks be returned before subsequent texts can be issued. Any damaged or stolen texts will be deducted from the repaid Textbook Levy at the end of each year.

10. Pastoral Care

Counselling - We aim to provide students, families and staff with the guidance and support they need to lead healthy, fulfilling, productive and responsible lives. We strive to meet the educational, social, emotional and personal needs of our students. We offer an environment of understanding, support, encouragement and challenge as we assist students to achieve their educational, personal and vocational goals. Our services are available to all members of the College community, to students "at risk" and students with special needs.

The College Counsellors liaise closely with the Pastoral Leaders, Head of Boarding, Deputy Headmaster, Boarding Supervisors and teachers in the overall pastoral care of students and families.

The College Psychologist, who is one of the Counsellors also works closely with the staff of the Learning Enrichment Centre in the administration of psycho-educational assessment to assist in identifying learning strengths and weaknesses.

We offer individual counselling about academic, social, emotional, behavioural, family and personal issues. Support of Boarders Educational and behavioural assessment, Parent and teacher consultation regarding student needs, Classroom observation and support Referral Careers (see Careers)

House System - Established in the College in 1993, the House system is intended to facilitate and support quality pastoral care of all the boys. Ideally, every boy will be well known, involved, often encouraged and well advised. Upon enrolment in the secondary school each boy is placed in one of eight Houses. As a general rule he will remain in that House throughout his time at Ashgrove.

Each student will be in a group of boys, drawn from each of the Years 7-12. The staff appointed to the House normally remains with that House. Pastoral Leaders and Tutors are very important contacts for parents. Ideally, as students' progress through the College, a partnership should develop between parents and House staff.

Outdoor Education at Marist College is about students practising skills which help them think critically and creatively as well as developing skills which build toward independence.

COURSES (YEARS 7 to 12)

Marist College Ashgrove offers the following FULL TIME courses:

CRICOS Course No: 082463A

Junior Secondary Studies Years 7-10

CRICOS Course No: 082464M

Senior Secondary Certificate of Education Years 11-12

Educational Standards and Outcomes

Marist College Ashgrove is committed to providing and maintaining the highest professional standards in delivering its education programs. This includes safeguarding the welfare and interests of all students, providing adequate facilities and resources and using appropriate and effective methods of instruction. These principles are embedded with the College's Mission Statement.

Since 1940 the College has educated thousands of young men who have achieved the high standards required to undertake tertiary courses at Australian and overseas universities. Many of these students have gone on to enjoy very successful and often high-profile careers in medicine, science, the arts, politics, education, engineering, management, law, commerce, hospitality and tourism.

The College strives to support each student to develop his potential in a climate of love, trust and mutual respect. In doing this, the College follows the central belief of St. Marcellin Champagnat (the founder of the Marist Brothers) that 'to bring up children properly, we must love them, and love them all equally' (Life of Joseph Benedict Marcellin Champagnat, Marist Brothers, Rome, ed. 1989).

Marist College Ashgrove offers:

- A diverse range of opportunities which foster boys' spiritual, academic, vocational, creative, technological, cultural, sporting and social development;
- Teaching, learning and assessment styles which recognise and draw on boys' strengths;
- Effective classroom teaching and learning experiences which are engaging, relevant and forward-looking in a secure learning environment with consistent discipline;
- An environment in which students are rewarded for achieving their own personal best;
- A place where students learn to manage knowledge, to become competent, to live together, and most especially to grow as persons;
- A positive approach to the celebration of make identity.

CURRICULUM (YEARS 7 to 12)

Year 7 and Year 8 Curriculum

Marist College Ashgrove believes it is important to work with our students to help them to recognise that they need to become independent learners who increasingly assume responsibility for their own learning.

We encourage students to engage with our learner-centred curriculum which is informed by the Essential Learnings and Standards central to the Queensland Curriculum & Assessment Authority (QCAA) P-9 syllabuses and the National Curriculum documents. These syllabuses support the development of:

- deep understandings of key disciplinary concepts, facts and procedures;
- the processes students use to develop and demonstrate their understandings;
- the capabilities students need to work with knowledge, grow and manage themselves, and become active participants in local and global contexts.

Year 7 and Year 8 at Marist College Ashgrove are challenging and on-going. Students scaffold through a 21st century digital program using learning technologies which develop and prepare students to be active members of a life-long learning community. Further, our Assessment Policy supports our students by clarifying their responsibilities.

The Centre for Learning Enrichment (CLE) further supports all students initially in Year 7 and Year 8 at those levels where some of our students find themselves challenged. Some students who are gifted and talented will need the stimulation and encouragement of advanced learning opportunities.

For those students who find themselves challenged in their learning, support will be available through the Centre for Learning Enrichment.

Marist College Ashgrove have a program where students in Years 7-12 bring their own laptop to school each day. This provides student with enhanced learning opportunities – both at home and at school.

Years 7 and 8 comprises of **common foundation years** for all students who study a *Core Curriculum* based on *Semester-length units*.

All units are organised under the structure of *Key Learning Areas* (KLAs):

- Religious Education
- English
- Health and Physical Education
- Humanities – History and Geography
- Languages Other Than English (French and Japanese)
- Mathematics
- Science
- Technology (Design and Technology)
- The Arts (Visual Art, Foundation Drama and Foundation Music)

CURRICULUM (YEARS 7 to 12)

Year 9 and Year 10 Curriculum

Year 9 and Year 10 curriculum offers:

- Students have some flexibility and responsibility in selecting courses and building up their own curriculum.
- Students can work at their level – accelerating or remaining at a level to strengthen their understanding.
- Students have every opportunity to plan their Arts units, many of which are in high demand.
- Throughout these final four semesters, most students are able to access their preferred choices across Media, Art, Music and Drama.
- The Health and Physical Education syllabus has personal development as one of its strands. All students must complete two units of H&PE.
- The Curriculum addresses the questions – how do students learn? And – how do teachers assist learning? Opportunities for teachers to guide students to greater independence have been identified.
- Subjects are studied for one semester.

The Key Learning Areas

In 1996 Key Learning Areas were introduced at Marist College Ashgrove.

There are EIGHT Key Learning Areas in the general school system and the Catholic system adopts a ninth one, Religious Education.

The intention of the system is to ensure that all students are exposed to the key areas of learning during the middle years of high school. The actual number of subjects that each student must study are:

- Religious Education
- English
- Health & Physical Education
- Humanities/Business (Business & Economics, Social & Environment Studies)
- Mathematics
- Science
- Languages (French / Japanese)
- Technology (IPT, Graphical Communication, Engineering Technology, Construction Technology, Technology Studies)
- The Arts (Visual Art, Drama, Media and Music)

Students will study the strands as identified in English, Mathematics, Science and History of the National Curriculum.

In all subjects students select and use a range of tools and technologies, including information and communication technologies (ICTs). They routinely demonstrate an autonomous and purposeful use of ICTs.

As an essential part of Year 10 studies, students are involved in designing their Senior Education and Training Plan (SETP) as they formalise their learning pathways into the senior years. The Senior Education and Training Plan is a requirement of the *2006 Youth in Education and Training Act*.

CURRICULUM (YEARS 7 to 12)

Year 11 and Year 12

Upon completion of Years 11 and 12, students who have achieved a significant amount of learning including literacy and numeracy at set standards, will be awarded a Queensland Curriculum & Assessment Authority (QCAA). Details about the QCE are published on the QCAA website (www.qcaa.qld.edu.au)

Marist College Ashgrove Senior School is composed of Year 11 and Year 12 with approximately 240 students in each year level. Some of these students are boarders from coastal or rural Queensland and New South Wales, the Northern Territory, Victoria and Western Australia, the Asia-Pacific region and Europe.

All seniors are expected to wholeheartedly contribute to the academic, vocational, sporting, cultural, service and social areas of College life.

Pastoral Care is a strong feature of the College's support of students. Students are guided by their Pastoral Leaders, their tutors, their boarding supervisors, their Heads of Key Learning Areas and their teachers. Two counsellors are also available to support students.

All students at Marist College Ashgrove are eligible to receive a Senior Statement.

Senior Statement shows

- All learning undertaken and the results achieved during the senior phase of learning
- Levels of Achievement in subjects studied (Authority, Authority Registered Subjects and VET Certificates)
- Queensland Core Skills (QCS) Test result (an A E grade)
- Other recognised Courses, eg. Trinity College/AMEB Music can be also displayed on the Senior Certificate.

The Australian Qualifications Framework (AQF) is a quality assured national framework of qualifications in the school, Vocational Education and Training (VET) and higher education sectors in Australia.

The AQF comprises national qualifications issued in:

- the secondary schools sector;
- the vocational education and training sector (TAFE and registered private providers); and
- the higher education sector (mainly universities).

These qualifications are shown below, grouped according to the educational sector which is responsible for their accreditation. You can access further information about a particular qualification by clicking on the links in the table below.

CURRICULUM (YEARS 7 to 12)

AQF Qualification by Sector of Accreditation

Schools Sector Accreditation	Vocational Education and Training Sector Accreditation	Higher Education Sector Accreditation
Senior Secondary Certificate of Education	Vocational Graduate Diploma Vocational Graduate Certificate Advanced Diploma Diploma Certificate IV Certificate III Certificate II Certificate I	Doctoral Degree Master degree Graduate Diploma Graduate Certificate Bachelor Degree Associate Degree Advanced Diploma Diploma

Students who pursue the Vocational Education and Training Pathway will be eligible for an OP-ineligible ranking. They may study a selection of Authority and Authority-Registered subjects as well as a variety of Vocational Education and Training (VET) Certificates.

Students who successfully complete competencies within these VET certificates will be awarded Certificates and/or Statements of Attainment as well as their Senior Certificate.

Marist College Ashgrove provides some vocational education and training which is recognised at Certificate I and II level.

Statement of Attainment (Revised 2007)

A Statement of Attainment is issued by a Registered Training Organisation when an individual has completed one or more units of competency from nationally recognised qualification(s)/course(s).

This information was current as at 30 June 2013.

Refer to <https://www.aqf.edu.au/>

OP-Eligible students receive a Tertiary Entrance Statement

The majority of students in the Senior College study for an OP for entry into tertiary studies. These students have the opportunity to study courses at University whilst completing Year 12.

Overall Position (OP)

- compares overall student achievement
- uses the results of a student's best 100 weighted semester units (WSU) in Authority Subjects studied in Years 11 and/or 12. This will generally mean the best five subjects, each studied for four semesters.
- requires the study of at least three Authority Subjects for all four semesters
- treats all subjects equally involves scaling using group results on the Queensland Core Skills Test
- reports students' positions in 25 bands from 1 (highest) to 25 (lowest)

CURRICULUM (YEARS 7 to 12)

OP BANDS

OP bands will be assigned using the number of students eligible for a Tertiary Entrance Statement as the population on which calculations are based.

The QCAA has advised that students will be placed in OP bands using the following guides:

- about 2% of students in band 1
- about 15% of students in bands 2 to 6
- about 70% of students in bands 7 to 21
- about 11% of students in bands 22 to 24
- about 2% of students in band 25.

There is greater discrimination between students who achieve at a high level.

The use of broad bands minimises the possibility of students being placed in the wrong band.

For more information visit: <http://www.qcaa.qld.edu.au/570.html>

OP-eligible students study SIX Authority Subjects plus Religion and Ethics to a total of SEVEN subjects or SIX Authority Subjects including Study of Religion and work towards an Overall Position (OP).

Senior Authority subjects leading to an Overall Position (OP) include: Accounting, Ancient History, Visual Art, Biology, Business Organisation and Management, Chemistry, Drama, Economics, English, English Extension, Film, Television and New Media, French, Geography, Graphics, Information Processing and Technology, Japanese, Legal Studies, Mathematics A, B and C, Modern History, Music, Music Extension (Performance), Physical Education, Physics, Study of Religion, and Technology Studies.

At the conclusion of their senior schooling studies, Year 12 students receive a Senior Statement and most will be eligible for the Queensland Certificate of Education (QCE). Students in the OP course will also receive a Tertiary Entrance Statement.

Students who successfully complete competencies with Vocational Education and Training courses will receive Certificates and or Statements of Attainment as well as their Senior Certificates.

The Vocational Education and Training Pathway offers practical TAFE or other courses of study. The VET course includes work placement.

Further curriculum information is available on request.

CURRICULUM (YEARS 7 to 12)

Learning Support

Marist College Ashgrove sees to establish relationships with the students so we can walk with them in their learning and growing. We cater for individual differences in a learner-centred, contemporary and respectful way with before school tutoring, individual tutoring and email conferencing, term planning and some in-class support based upon support of students' class and assignment work. Special provisions for exams is offered where students have appropriate documentation. The learning support staff are part of a team consisting of students, parents, teachers, tutors and other professionals.

English as an Additional Language or Dialect (EAL/D)

This is for students from a background where English is their second language. There is an EAL/D teacher who takes English for these small groups.

Students are able to email the EAL/D teacher with any questions regarding their assignments. Parents can also contact the EAL/D teacher with any queries.

Learning Enrichment

Opportunities exist for linking into clubs and competitions like:

- Tournament of the Minds
- Model UN
- IEUA Literary Competition
- Dorothea MacKellar Poetry Award
- Australian Computational and Linguistic Olympiad (OZCLO)
- Maths Challenge for Young Australians
- Various clubs

CO-CURRICULAR PROGRAMME

Music

Marist College Ashgrove has a long history of excellence in Music Education.

Years 5 to 12. All students enrolled at the College are encouraged to be involved in a variety of ensembles encompassing many standards, musical styles and genres. Over the last twenty years, Ashgrove has been at the forefront of Music Education in Queensland with students participating in numerous performances, national and international tours, camps and competitions (in which they are often successful) as well as playing a vital role in the performing and liturgical life of the College.

Ensembles:

- Symphony and Strong Ensemble
- Wind Ensemble
- Choral Ensemble
- Jazz Ensemble
- Small Ensembles

Sport

Sport is an important part of life at Marist College Ashgrove, not just for the students but for families and staff as well. The College offers a wide range of sporting opportunities.

- Swimming
- Cricket
- Cross Country
- Rugby Union
- Football/Soccer
- Tennis
- Athletics
- Basketball
- Track and Field
- Chess

School Fixtures

The College competes in the Associated Independent Colleges (AIC) 5-12 competition in a range of sports over three trimesters with various competing schools.

MARKETING AND RECRUITMENT

Marist College Ashgrove markets its education and training services ethically and in a professional manner, accurate manner to maintain the integrity and reputation of the international education industry.

Students are provided with accurate information about courses offered and the facilities provided.

1. Marketing Information and Practices

Marist College Ashgrove's marketing material does not intend to make false claims or provide misleading information about itself, its courses or course outcomes, including:

- Claims of association between providers;
- Employment outcomes associated with course;
- Automatic acceptance into another course;
- Possible migration outcomes, or;
- Any other claims relating to the registered provider, its course or outcomes associated with the course.

Marist College Ashgrove will not actively seek to recruit a student who is already enrolled with another registered provider.

Marist College will assess any enrolment enquiry from a student already enrolled with another registered provider according to the requirements of Part D, Standard 7 of the National Code of Practice.

The College's Legal Entity Name *Trustees of the Marist Brothers t/as Marist College Ashgrove* and CRICOS No: 00670F will appear on all College written marketing and other required materials including in electronic form as required by the 2007 National Code.

2. Student Information

At the time of receiving a Prospectus from Marist College Ashgrove, Overseas students will also be provided with a copy of the following:

- Information and Policy Booklet – Overseas Students
- International Student current Fee Schedule
- Privacy Statement
- Expression Interest form
- Faith Commitment form
- Permission of Release Information form
- Acknowledgement of receipt of Information and Policy Booklet – Overseas Students
- Overseas Student Checklist
- NIB Overseas Student Health Cover Membership Booklet (available online - <https://www.nib.com.au/overseas-students/documents/nib-oshc-product-brochure.pdf>)

3. Recruitment Process and Practices

Recruitment of students will be conducted at all times in an ethical and responsible manner consistent with the requirements of the curriculum.

4. Education Agents

Education Agents are not engaged to formally represent Marist College Ashgrove in the recruitment of Overseas Students.

Our College responds to all enrolment enquiries and to applications for enrolment according to established procedures.

Individuals making enrolment enquires or assisting in any way with enrolment applications are not remunerated for doing so.

If the College's policy with regard to use of Education Agents changes in the future, the College is aware of its obligations under *Standard 4 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*, and will at that time implement appropriate policies, procedures and agreements as required under the National Code.

ENTRY REQUIREMENTS

Marist College Ashgrove will consider expressions of interest from students wishing to apply for a Student Visa, subject to compliance minimum requirements and conditions set by the College, and with legislative requirements of the State of Queensland and the Commonwealth of Australia, including any requirements to undertake extra tuition to learn English to meet English language proficiency standards needed to enter mainstream classes

Overseas students applying for enrolment at Marist College Ashgrove are required to be of appropriate high college age (birth certificate or passport identification page must be provided).

Students must provide evidence of satisfactory academic performance appropriate to entry to the year level requested on the Expression of Interest form or offered as an alternative point of entry by the College in a Letter of Offer.

Recognition of Prior Learning, Course Credit and English Language Requirements

Marist College Ashgrove acknowledges and values the diversity and wealth of cultural and other prior learning experiences that overseas students bring to the College. In most cases, however, in order to support the participation of students of non-English speaking background in the full life of the College, prior learning gained over a two year period in a college where English is the usual medium of instruction is required.

For most students of non-English speaking background, evidence that the student has been studying successfully for two years in a college (e.g. International College) where English is the usual medium of instruction, will be taken as satisfying the entry requirement.

Special consideration on a case by case basis regarding prior learning may be given to students from disadvantaged countries e.g. refugees, Pacific Islands, because of the Marist ethos.

Marist College Ashgrove does not offer course credit and entry into any course is subject to the College's assessment. This also applies to on-shore College transfers, either within the state or from interstate.

Minimum Academic Requirements

Students must be able to demonstrate basic interpersonal, communicative skills in English. That is, they must be able to understand and communicate basic requests, questions and responses in English and perform simple reading and writing tasks as required by the class teacher.

Years 7- 9

Students wishing to enter the College below Year 10 level are assessed individually, based on the contents of their reports and personal references, and may also be required to undertake a language proficiency test. *A pass level or "C" grade or better for the majority of core students.*

Year 10

Overseas students must have a Level 5 IELTS or equivalent, with no less than four (4) or equivalent in speaking and listening (*refer to E.S.L. Management Tool Comparison Table*)

ENTRY REQUIREMENTS

Years 11 and 12

Students wishing to enter Year 11 must have an understanding of and competence in, the use of English is essential for students to achieve success in the Queensland educational system.

For admission to Authority Subjects (*subjects which lead to the calculation of an OP for University entrance*) at Year 11, students whose first language is not English must achieve a **minimum of Level 5 IELTS** or equivalent (*refer to E.S.L. Management Tool Comparison Table*). Specific subject entry requirements must be met.

English Language Requirements

Marist College Ashgrove requires evidence of sufficient proficiency in English to successfully meet the curriculum demands of the enrolled course. This is a requirement under the 2007 National Code of Practice, Section D, Standard 2.

Evidence of English Language Assessment must meet the requirements of the Migration Regulations where required. In the case of AL4 (Assessment Level 4) applicants 16 years of age or older, as of 1 April, 2004, Migration Regulations must be met.

This evidence may be presented as evidence of previous study in English as the medium of instruction, or as results of an acceptable English language proficiency test. Where Migration Regulations do not apply, *Marist College Ashgrove* accepts results, refer to ESL Measurement Tools Comparisons Table.

Students should note that if their language proficiency is below that outlined, they may be required to undertake an intensive English language course elsewhere prior to beginning mainstream studies

Students wishing to enter the College below Year 10 level are assessed individually based on the contents of their report cards and personal references, and may also be required to undertake a language proficiency test set by the College.

Student must provide evidence of satisfactory academic performance appropriate to the entry year level required on the Expression of Interest Form or offered as an alternative point of entry by the College in a Letter of Offer.

Students entering any class are to have age-appropriate levels of literacy and numeracy according to Australian education standards, having a satisfactory behaviour record and be capable of application to study at the appropriate age level.

In addition to a satisfactory result in IELTS, applicants will be asked to provide a piece of extended writing in English, completed under supervised conditions.

ENTRY REQUIREMENTS

Age and Academic Pre-Requisites

Visa Sub-class 571	Country Assessment Level	Pre-requisites
	AL1	Aged at least 6
	AL2	Aged at least 6
	AL3	<p>Must have completed Yr. 6, AND course must be at least 16 months OR must have been studying in English for 2 years with an Australian curriculum, AND</p> <p>Age restrictions: Year 9 under 17 Year 10 under 18 Year 11 under 19 Year 12 under 20</p> <p>OR</p> <p>If onshore – has completed Year 11 in Australia and seeks to complete Year 12</p>
	AL4	<p>Must have completed Yr. 9, AND will study in Yr. 9 or higher only, AND course must be at least 16 months OR must have been studying in English for 2 years with an Australian curriculum, AND</p> <p>Age restrictions: Year 9 under 17 Year 10 under 18 Year 11 under 19 Year 12 under 20</p> <p>OR</p> <p>If onshore – has completed Year 11 in Australia and seeks to complete Year 12</p>

Students Applying for Entrance from Assessment Level 4 Countries

Migration Regulations must be met when a student 16 years of age or older applies for entrance from Assessment Level 4 Countries. The student must be proficient in the English language to complete Senior Secondary Studies successfully in Australia

Assessment Level 4 School sector visa applicants who apply outside Australia for a student visa and who are *at least 16 years of age* at time of visa application must provide evidence of their English language proficiency (this is subject to change).

Unless a visa applicant meets the waiver requirements, he must provide evidence of:

- an IELTS test overall band score of 4.0 if undertaking preliminary English tuition (40 weeks maximum); or
- an IELTS test overall band score of 5.0 with no preliminary English tuition.

ENTRY REQUIREMENTS

E.S.L. Measurement Tools Comparisons

Old Commonwealth Proficiency Scales	NLLIA band scales	ISLPR	IELTS	CALL (GU) Conversion ISLPR : IELTS	TOEFL (approx.)
		5	9	4 -> 5	
	8	4	8	3+ -> 4	600
	7	3+	7	3 -> 3+	580
4	6	2+ -> 3	6	2+ -> 3	550
3	5	2 -> 2+	5	2 -> 2+	500
	4				
2	3	1 -> 1+	4	1+	
	2				
1	1	1 ⁻ -> 1	3	1 ⁻ -> 1	
		0+	2	0+	
		0	1	0	

E.S.L. Proficiency Scales Conversions

Key		There appears to be consensus on these scores

NB: This table has been compiled from four different sources for the purpose of assisting teachers or overseas students to be aware of differing proficiency scales and ratings used in the industry. No research has been undertaken to confirm the accuracy of this table.

Sourced from "The Queensland Non-Government Colleges International Education Co-operative". A joint initiative of The Association of Independent Colleges of Queensland and the Queensland Catholic Education Commission

APPLICATION DOCUMENTATION

Applications for enrolment must be made on the approved Marist College Ashgrove *Expression of Interest - Overseas Student Form*. This must be correctly completed, and must be accompanied by the following **completed** documents to support the application:

- Faith Commitment form;
- Permission of Release of Information Form;
- A recent photograph of applicant;
- Appropriate proof of applicant's identity and age;
- Photocopy or scanned copy of passport page with name, photo identification, passport number and expiry date;
- Copies of Student Report Cards from the **two** most recent years of study, including a copy of the latest Academic Report;
- Reference from the student's current or most recent college Principal advising of his progress, behaviour and commitment to studies;
- Written evidence of proficiency in English as a second language or other forms of testing which satisfy Marist College Ashgrove's expectations;
- Handwritten letter from the student (in English) talking about his home, family, present college, personal interests and why he wants to study in Australia;

Additional application requirements include:

- Overseas Student Checklist form;
- Acknowledgement of Receipt of Enrolment Information & Policy Booklet;
- administration fee AUD \$150.00 (Non-Refundable);
- Expression of Interest – On line application Part A
<http://www.marash.qld.edu.au/enrol/online-application-form>;
- Minimum academic and English language requirements

Where the above documents are not in English, certified translations in English are required, with necessary costs to be met by the applicant.

An Expression of Interest form can only be processed when all the above are in the hands of the Registrar. Expressions of Interest forms are processed according to established policy and procedures, and are dealt with on their merits.

Assessment procedures include an evaluation of reports from previous schools/colleges and English language proficiency by the appropriate qualified staff who will assess the extent to which the applicant is likely to achieve the outcomes of the course based on the applicant's level of English and academic results.

In cases where report cards are not available or are inconclusive for any reason, the College may require relevant testing of the applicant to assess the application.

Applicants selected to proceed to interview are advised of any further requirements necessary.

Enrolment Documentation

Only the successful applicant will be offered a place at the College and only on the completion of all enrolment processes and payment, ***the College's Headmaster having the final say.***

The College will forward to the applicant:

- A Letter of Offer;
- Enrolment Contract;
- Written Agreement
- Confirmation of Enrolment (eCoE) required for student visa application;
- Confirmation of Appropriate Accommodation/Welfare arrangements form (if under 18 years)

ENROLMENT MATTERS

Marist College Ashgrove enters into Written Agreements (*Overseas Visa Student Agreement*) with students about services to be provided, fees payable and information in relation to refund of tuition fees. A copy of a signed Written Agreement is kept on each student's file.

1. Privacy of Personal Information

Marist College Ashgrove will meet all requirements of the Privacy Act 2001 in relation to the way it handles personal and sensitive information about students.

2. Student Support Services

Marist College Ashgrove will provide Orientation on arrival to Overseas Students and assist them to adjust to study and live in Australia by ensuring that students have access to:

- Student support services available with regard to transition to life and study in a new environment
- College facilities and resources
- Emergency and health services
- Services designed to assist them to meet course progress and attendance requirements
- Welfare related support services to assist with issues arising from meeting course progress and attendance requirements, accommodation or other issues arising during their study
- Assistance and information about their academic progress
- Information regarding entry to further study
- Ongoing counselling as required to health and family matters
- Complaints and appeals process

3. Course Progress

At Marist College Ashgrove, in accordance with Student Visa Conditions, students must meet the following criteria to achieve satisfactory academic performance:

1. Academic – satisfactory (or better) approach to learning, homework and assessment with competency or passing results achieved in at least 50% of subjects in any study period; depending on the students chosen academic pathway
- a) 2. Effort* – satisfactory (or better) approach to their effort and application to their learning, homework and assessment. Active involvement in all classes;
- b) Meeting of all assessment deadlines;
- c) Utilisation of support services offered by Marist College Ashgrove;
- d) Demonstrated improvement in the use of the English language;
- e) Demonstrated academic improvements; improvement in work practices
- f) Demonstrated eligibility for QCE (Queensland Certificate of Education);
- g) Evidence of self-discipline

*Effort can be defined of one of more of the 7(a-g) indications of effort listed above

Under the National Code 2007, at a minimum, the College must implement an intervention strategy if a student is deemed not competent in 50% or more of the units in any one study period.

ENROLMENT MATTERS

Processes used for dealing with student “at risk” of breaching their Visa conditions for unsatisfactory academic performance and non-attendance:

- Verbal discussion between student and EAL/D teacher or other subject teacher and Pastoral Leader, and contact to advise his parents/legal guardians;
- Interview with EAL/D or subject teacher, appropriate Curriculum Leader and Pastoral Leader for counselling and support and a warning;
- Interview with Head of Boarding and Head of Teaching and Learning for further counselling when required, support and documented warning that repeated instances of unsatisfactory academic performances will notify National ESOS Authority via Provider Registration and Overseas Student Management System (PRISMS) of the student not achieving academic satisfactory course progress (see full policy on page 55).

4. Course Attendance

Regular attendance and punctuality at the College and all classes is required. Satisfactory course attendance in classes should not fall below 80% of scheduled course contact hours. With this in mind, the College checks the attendance rolls and late book daily. Likewise, late arrivals at the commencement of a term or early leave at the end of a term will be marked absent to the purpose of attendance monitoring.

If the student’s absence reaches 15%, we will issue a warning notice. Once the student’s absence reaches 20% we are obliged to advise the student of our intention to report his breach of attendance requirements to the Department of Immigration and Border Protection

The student will then have twenty **(20)** working days to appeal the College’s decision to make this report. During this time the student has the opportunity to explain his absence and produce any medical certificates or other evidence that may be the reason for his absence.

Processes used for dealing with students “at risk” of breaching their Visa conditions for unsatisfactory attendance:

1. Verbal discussion between student and Pastoral Leader;
2. Advise the student and parent(s)/legal guardian(s) of an arranged interview with his Pastoral Leader for counselling support and warning that repeated non-attendance will lead to a report on PRISMS and possible Visa cancellation (see full policy on page 55).

The purpose of this process is to offer appropriate support for students.

5. Change of Contact Details

It is the student’s responsibility to ensure that his current details, i.e. residential address and contact telephone numbers, including the student’s mobile phone number, are current at all times.

6. Other Conditions of Enrolment

All College Policies, including the Refund Policy, should be fully understood by the person signing an Agreement with the College, prior to signing the Agreement.

ENROLMENT MATTERS

Enrolment at Marist College Ashgrove is conditional upon full participation in the complete range of the College's curriculum and activities, as well as adherence to College Policies as detailed in this document and the College Student Handbook.

All students are required to wear full and correct college uniform during the college day.

7. Enrolment of an Onshore Overseas Student

If an Overseas student wishes to change Education Provider prior to him completing the **six months** of his principal course of study in accordance with their documented procedures conditions do apply

Marist College Ashgrove will only enrol a student who wishes to transfer from another registered provider's course prior to the student completing six months of his principal course of study where:

- The student's course or school becomes unregistered
- The student's current school has a government sanction imposed on its registration
- A government sponsor (if applicable) considers a transfer to be in the student's best interests
- If the student is granted a Letter of Release from his current school.

Marist College Ashgrove will only enrol a student who has already completed another course in Australia with a registered provider if we are satisfied that:

- The student has demonstrated a commitment to studies in that course;
- The student has a good attendance record for that course;
- The student has paid all fees for that course.

Standard 7 of the National Code 2007 outlines the procedures Marist College Ashgrove must follow when assessing a request for a letter of release from a student and the restrictions about enrolment of a student who has not completed six months of his principal course of study.

The full Transfer policy is available on page 58 of this document.

If you change your education provider at any time you must contact the Department of Immigration and provide a Confirmation of Enrolment (eCoE) from your new provider.

Telephone **131 881**

Website <http://www.immi.gov.au/contacts/>

FEES AND OTHER EXPENSES

The College fees are determined each year by the Provincial and Council of the Marist Brothers detailing tuition, boarding and other costs. The College expects that all fees are to be paid promptly by the due date as indicated on each account. The College fees do not include, extra English tuition, private music tuition or other incidental expenses.

The tuition fees for Overseas Students are higher than fees for Australian or Permanent Residents because these students receive both Federal and State Government funding.

1. Course fees (effective January 2017)

- Admission Fee (*non-refundable*): AUD \$ 150.00
- Acceptance Fee (*\$2500 refundable*)*: AUD \$ 5,000.00
- Health Cover (OSHC): AUD \$ 984.00 (approx)
Approx. Students are charged to 15 March following year after conclusion of course
- Prepaid Tuition & Non-Tuition Fees: AUD \$ 28,370.00 (based on Year 11& 12)
(Tuition \$16574+ Non-Tuition \$11796)

\$2500 of the Acceptance Fee (\$5000) will be refunded when a student leaves the College provided all financial obligations have been met (including any outstanding medical expenses) and all textbooks have been returned in an acceptable condition to the Textbook Hire Department

- In cases of Visa refusal, the Acceptance Fee will be considered in any applicable refund.

Course Information and Fees 2017 for Year 11 and Year 12

Course	Course Code	Year Group	Study Period 1 Study period = 1 Semester Approx. 20 weeks	*Tuition Fees (includes Levies) & Old Boys Membership	*Boarding	*OHSC (Basic) 2017	College Building Fund	College Foundation Pledge	Approx. Stationery and Uniforms	TOTAL
Secondary Senior Certificate of Education Years 11 - 12	082464M	Year 11	Semester 1	\$ 16 574.00	\$ 9 750.00	\$ 246.00	\$ 300.00	\$ 600.00	\$ 900.00	\$ 28 370.00
	082464M	Year 11	Semester 2	\$ 14 500.00	\$ 9 750.00	\$ 246.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 25 696.00
	082464M	Year 12	Semester 1	\$ 16 574.00	\$ 9 750.00	\$ 246.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 27 770.00
	082464M	Year 12	Semester 2	\$ 14 600.00	\$ 9 750.00	\$ 246.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 25 796.00
TOTAL				\$ 62 248.00	\$ 39 000.00	\$ 984.00	\$1 200.00	\$2 400.00	\$ 1 800.00	\$ 107632.00
ESTIMATE OF TOTAL COURSE COST 08246M YEAR 11 AND YEAR 12 (4 STUDY PERIODS)										\$ 107632.00

FEES AND OTHER EXPENSES

Please note: Students must only wear the Marist College Ashgrove approved uniform.

The Clothing Pool Uniform list is available from the website:

http://www.marash.qld.edu.au/files/uniformshop/pricelist_2016_UniformShop.pdf

Additional fees are charged on a **user pay basis** for activities such as:

- co-curricular activities
- some boarder activities
- excess printing and photocopying charges
- private lessons for music, extra English tuition
- transport cost

2. Fee Payment Policy

College fees are determined each year by the Provincial and Council of the Marist Brothers annually with any changes being notified to parent(s)/legal guardian(s) in advance.

The College fees are available on the College website:

<http://www.marash.qld.edu.au/enrol/fees-overseas-students>

Fee statements are issued annually.

It is the responsibility of the parent(s)/legal guardian(s) who sign the Written Agreement and Enrolment Contract to ensure fees are paid by the due date shown on the statement.

Family Discounts:

In recognition of your family's commitment to providing a Marist College education for all your children the following discounts (**on tuition fees only**) are offered. **Overseas Students receive a family discount based on Australian Resident tuition fees only.**

- If you have a second (2nd) child enrolled concurrently at the College, you are eligible for a family discount of 10% off each student's **tuition** fees, credited to your account each year.
- For three (3) students enrolled concurrently at the College, you are eligible for a family discount of 20% off each student's **tuition** fee, credited to your account each year.
- For four (4) students or more enrolled concurrently at the College, full fees are payable for the **oldest** (3) students with a family discount of 100% on tuition fee for each student thereafter.

FEES AND OTHER EXPENSES

Action on Overdue Accounts:

When Overseas Student fees are not paid and the account is more than one term overdue, the parent(s)/legal guardian(s) will be required to pay the total outstanding, plus in advance fees for the next term.

If difficulties arise, contact should be made with our Finance Office – Telephone +61 7 3858 4504. The Headmaster will review the student's enrolment at this College if the parent(s)/legal guardian(s) are unable to meet college fee payments.

Payment Methods:

The College accepts payment via:

- In person to the Finance Office – Cash, Cheque, Eftpos, Credit Card
- Direct Debit
- Telegraphic Transfer
- Credit Cards accepted are: Visa and MasterCard
- By Mail – Cheque and Credit Cards
- Telephone – Credit Cards

3. School Fee Policy

The College fees are determined each year by the Provincial and Council of the Marist Brothers detailing tuition, boarding and other costs any may be subject to change.

The College expects that all fees are to be paid in Australian Dollars (AUD\$) and promptly by the due date as indicated on each account.

In rare cases, which require evidence of actual financial over-burden, provision exists for extensions of time for payment or some consideration of amounts, however, only when the Headmaster is accorded the courtesy of immediate contact from parent(s)/legal guardian(s) to explain the circumstances in detail and to make alternative arrangements.

Compassion for, and support of families in special circumstance, will always be a priority.

It is unreasonable and unjust to other families, however to ignore fee accounts or to fail to contact the College promptly when problems affecting payment may arise. Enrolment may be terminated in the face of ongoing discourtesy or without the development of a sustainable repayment plan.

Please note: DIBP will be notified of student default due to non-payment of fees. This could result in the cancellation of the student's visa.

4. Health Cover Policy

The Overseas Student Health Cover (OSHC) Levy is required by the Commonwealth Government and is payable prior to commencement at the College. Students must maintain current OSHC for the period covered by their Visa. NIB is the College's preferred provider of OSHC. The College will organise the Overseas Student Health Cover for students.

<http://www.nib.com.au/overseas-students>

OSHC will help pay towards to costs of most medical and hospital treatment you may require while studying in Australia.

FEES AND OTHER EXPENSES

Optical items and ancillary services, such as dental or physiotherapy, whether provided in private practice or in a hospital, **are not covered** under this policy. If you wish to be covered for these expenses, you should consider purchasing an additional 'extras' cover from NIB

Extras Cover is not included in this cover but can be purchased separately at an additional cost. Extras Cover provides benefits for some additional health services such as Dental treatment, Physiotherapy and Optical appliances. For more detail, please refer to OSHC Membership Guide which is available on the website: -

<http://www.nib.com.au/overseas-students>

It is the responsibility of the student's family to seek refund from the Medical Insurance authority in the event the student leaves the College prior to completion of his Course or Visa expiry.

The students will be required to pay for the services of the medical provider at the time of consultation.

5. Boarders Pocket Money (Allowance)

Boarding students require pocket money to cover such items as toiletries, stationery, postage and personal expenses during the term. Where boarding students participate in optional recreational activities the cost will be added to the Account, as necessary. The costs of these activities are kept to a minimum.

6. Notice of Withdrawal

It is expected that termination by either party would follow only after communications and efforts to remedy the issues of concern had been made.

The College may terminate this contract when:

- Mutual trust and conditions that both the College and the applicants work in partnership, co-operation and in the best interests of the College break down; and/or
- There is a breach of contract by the applicants including non-payment of fees and/or failure of the applicants to support the faith or ethos of the College; and/or
- There is a failure of the student to attend the College on a regular basis; and/or
- The student's enrolment is cancelled

The parent(s)/legal guardian(s) may terminate this contract when:

- Written notice is provided to the College by the parent(s)/legal guardian(s); and/or
- They consider that the College is not providing the educational experience or opportunities they contracted for; and/or
- They fail to, or are unwilling to pay fees or to honour payment options entered into.

If the student is to leave the College, the parent(s)/legal guardian(s) will, where possible, give written notice no later than the first day of the term at the end of which he will be leaving: or, if leaving during a term, no later than the first day of the preceding term.

At times and for various reasons a student may discontinue enrolment during a term. Parent(s)/Legal guardian(s) are required to pay fees for the whole term in which the student discontinues unless otherwise agreed with the Headmaster.

REFUND POLICY

A copy of this policy is provided to the parent(s)/legal guardian(s) if the student is under age 18 years at a reasonable time prior to a Written Agreement being signed.

1. This policy outlines refunds application to course fees paid to the College including any course fees paid to an education agent to be remitted to the College.
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.
3. a) The Administration Fee (\$150) is non-refundable in all cases.
b) \$2500 of the initial Acceptance Fee (\$5000) will be refunded when a student leaves the College provided all financial obligations have been met (including any outstanding medical expenses) and all textbooks have been returned in an acceptable condition to the Textbook Hire Department.

4. Payment of Course Fees and Refunds

- a) Fees are payable according to the Marist College Ashgrove's Fees policy.
 - b) All fees must be paid in Australian dollars
 - c) If the student changes visa status (e.g. becomes a temporary or permanent resident), he will continue to pay full Overseas Student fees for the duration of the term.
 - d) All notifications of withdrawal from a course or applications for refunds must be made in writing to the Headmaster.
 - e) Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
 - f) Refunds will be paid to the person who enters into the Written Agreement unless written direction is received from the person who has signed the Enrolment Contract.
5. All notifications of withdrawal from a course must be made in writing and submitted to the Headmaster. Once a student commences their course a full terms notice is required in writing before withdrawing from their course.

6. Student default because of visa refusal

- a) If a student produces evidence of visa refusal (or provides permission for the College to verify refusal with the Department of Immigration and Border Protection and fails to start the course, or withdraws from a course on or before the agreed starting date, the College will refund within four (4) weeks of receiving written claim from the student the total amount of course fees received by the College before the student's default date, minus the lesser of
 - 5% of the amount of course fees received, or
 - AUD 500
- b) If a student whose visa has been refused withdraws from the course after it has commenced, the College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund any unused tuition fees* received by the College with respect to the student within the period of four weeks after the day of student default.
 - *Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

REFUND POLICY

7. Student Default

- a) Any amount owing under this section will be paid within four (4) weeks of receiving written claim from the student (or parent(s)/legal guardian(s) if the student is under 18)
- b) **Non-Tuition fees** will be refunded on a pro-rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.
- c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the prepaid fees will be retained by the College.
- d) If tuition fees for up to two study periods have been received in advance by the College and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will:
 - i. Retain an administration fee of \$150 and \$2500 of the acceptance fee paid and refund the balance of the tuition fees if written notice is received up to four (4) weeks prior to commencement of the course.
 - ii. Refund 70% of the tuition and boarding fees if notice is received less than four (4) weeks prior to commencement of course.
 - iii. Refund 50% of any unused tuition and boarding fees received, if written notice is received before one (1) study period of the payment period has passed.
- e) Refund no amount if written notice is received after one (1) study period of the payment period has passed. If tuition fees have been received for more than two study periods,, refund provisions under (d) will apply for tuition fees paid for the first two study periods, and any balance unused tuition fees after this will be refunded.
- f) Non refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
 - i. Failure to maintain satisfactory course progress (visa condition 8202)
(Please see Course Progress and Attendance Policy)
 - ii. Failure to maintain satisfactory attendance (visa condition 8202)
(Please see Course Progress and Attendance Policy)
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) *(Please see Welfare and Accommodation Policy)*
 - iv. Failure to pay course fees
 - v. Any behaviour identified as resulting in enrolment cancellation in Marist College Ashgrove's Enrolment Contract.

8. College Default

Any default by the College must be compliant with the current provisions of the ESOS Act 2000 and ESOS Regulations 2001 (as amended).

- a) If for any reason the College 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 the College, a full refund of any unused tuition fees * received by the College with respect to the student will be made within fourteen (14) days of the agreed course starting day.
- b) If for any reason the College is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the College, a full refund of any unused

tuition fees* received by the College with respect to the student will be made within fourteen (14) days of the College's default day.

- c) In the event that the College is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian Government's Tuition Protection Service. For information on the TPS, see <https://tps.gov.au/StaticContent/Get/StudentInformation>

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specification 2014). <http://www.comlaw.gov.au/Details/F2014L00907>*

9. This agreement, 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.

Definitions

- *Course Fees* – the sum of tuition fees and non-tuition fees received by the College in respect of the student in order for the student to undertake the course.
- *Non-tuition fees* – fees not directly related to provision of the student's course, including *Boarding fees, Old Boys membership, College Building Fund, College Foundation Pledge and OSHC*
- *Tuition fees* – fees directly related to the provision of the student's course, including *Tuition fees, Technology, Textbook and QSA levies*
- *Study Period*- a study period is one semester, two terms – approximately 20 weeks.

GRIEVANCE (COMPLAINTS & APPEALS) POLICY

Marist College Ashgrove has a fair and transparent process for dealing with student grievances. In the event that such grievances cannot be resolved internally, Marist College Ashgrove will advise students of the appropriate bodies from whom they can seek further assistance.

A copy of this policy will be provided to the student (or parents(s)/legal guardian(s) if the student is under 18 years) at a reasonable time prior to a written agreement being signed or an amount paid for a registered course, which ever happens first, and again within seven (7) days of the commencement of student attendance of the enrolled course.

The purpose of Marist College Ashgrove's Grievance Policy is to provide a student or parent(s)/legal guardian(s) with the opportunity to access procedures to facilitate the resolution of a dispute or complaint. Students should first try to solve problems through the College's Internal Grievance Procedure Policies.

The grievance handling process should commence within a period of ten (10) working days of the formal lodgement of the complaint or appeal. Supporting information and all reasonable measures should be taken to finalise the process as soon as practicable.

Where the internal complaint and appeals process is being accessed because the student has received notice by the College, that the College intends to report him because of unsatisfactory course attendance, unsatisfactory course progress, or suspension or cancellation of enrolment, the student has twenty (20) working days from the date of receipt of notification in which to lodge a written appeal.

1. Informal Complaints Resolution

- a) In the first instance, the College requests that there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
- b) The student should contact the appropriate staff member for an appointment to discuss the issue. **Written notes of the discussion will be kept in the student's file and the student will sign and date all written notes**

Staff members who can help:

- a) for academic/subject concerns the student should see his Pastoral Leader or EAL/D. Teacher
 - b) for boarding concerns the student should see his Resident Coordinator
 - c) for personal concerns the student should contact a Student Counsellor
- c) If there is no resolution to the above, the student should make an appointment to discuss the issue with
- Head of Teaching & Learning - Academic
 - Head of School Boarding – Boarding/accommodation issues
 - Deputy Head of School - Pastoral

The student should take a written statement outlining any issues or concerns to his meeting. If the student requires assistance in writing this statement, the EAL/D. teacher would be available to assist. The appropriate staff member will refer to previous notes from the student's file.

GRIEVANCE (COMPLAINTS & APPEALS) POLICY

- d) If the matter cannot be resolved through mediation, the matter will be referred to the Headmaster and Marist College Ashgrove's internal formal complaints and appeals handling procedure will be followed

2. Formal Complaints Handling Procedure

- a) The process of this grievance procedure is confidential and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.
- b) The student must notify the College in writing of the nature and details of the complaint or appeal
- c) Written complaints or appeals are to be lodged with the Headmaster.
- d) Where the internal complaints and appeals process is being accessed because the student has received notice by the College that the College intends to report him for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 working days from the date of receipt of notification in which to lodge a written appeal.
- e) Complaints and appeals processes are available to students at no cost
- f) Each complainant has the opportunity to present his complaint or appeal to the Headmaster
- g) The student has the opportunity to present his case to the Headmaster. He may also nominate a support person to accompany him at any stage of the Grievance Procedure Process.
- h) Commence within 10 working days of lodgement.
- i) Once the Headmaster has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome, **and a copy will be retained on the student's file.**
- j) If the grievance procedure finds in favour of the student, the College will immediately implement the decision and any corrective and preventative action required, and advise the student of the outcome.
- k) The College undertakes to finalise all grievance procedures as soon as practicable **and no longer than twenty (20) working days.**
- l) If there is not a resolution, the student will be made aware of other steps available to him and his rights under legislation in the State of Queensland and the Commonwealth of Australia.
- m) For the duration of an appeal's process, the student's enrolment and attendance must be maintained.

3. External Appeals Process

1. If the student is dissatisfied with the conduct or result of the complaints procedure, he may seek redress through an external body at minimal or no cost. This must commence within 10 working days in the case of Standards 10 and 11 of the National Code.
2. If the student wishes to complain or to lodge an external appeal about a decision made or action taken by Marist College Ashgrove he may contact the Overseas Students Ombudsman at no cost. The Overseas Students Ombudsman offers a free and independent service for overseas students. Please see: www.oso.gov.au or phone 1300 362 072 for more information.

GRIEVANCE (COMPLAINTS & APPEALS) POLICY

The Overseas Student Ombudsman investigates complaints about problems that Overseas Students or intending Overseas Students may have with private education and training in Australia.

The legal basis for the Ombudsman role is the *Education Services for Overseas Students (ESOS) Legislation Amendment Act 2011*, passed by the Australian Parliament on 21 March 2011.

The Ombudsman also provides information about best practice complaints handling to help private education providers manage internal complaints effectively and publishes reports on problems and broader issues in international education identified through investigations.

The Ombudsman:

- provides a free service
- is independent and impartial, and does not represent either Overseas Students or Private Education Providers
- can make recommendations arising out of investigations
- is a function of the Commonwealth Ombudsman.

The Ombudsman can only investigate a complaint if:

- it relates to a Private education provider registered with the Australian Government on the Commonwealth Register of Institutions and Courses for Overseas students (CRICOS)
- the problem relates to an Overseas Student who is already studying in Australia on a student visa or is intending to come to Australia soon

4. Other legal redress

- Nothing in the College's Grievance Procedure Policy negates the right of any Overseas student to take action under Australia's consumer protection laws in the case of financial disputes.
- Nothing in the College's Grievance Procedure Policy negates the right of any Overseas Student to pursue other legal remedies.

Overseas Student Ombudsman:

Email: ombudsman@ombudsman.gov.au

Call: 1300 362 072* within Australia. Outside Australia call +61 2 6276 0111.
Enquiries 9am to 5pm Monday to Friday (AEDT)

Fax: 02 6276 0123 within Australia. Outside Australia +61 2 6276 0123

Postal: GPO Box 442 Canberra ACT 2601

Definitions

- Working Day** – any day other than a Saturday, Sunday or public holiday during term time
- Student** – a student enrolled at Marist College Ashgrove or the parent(s)/legal guardian of a student where that student is under 18 years of age
- Support person** – for example, a friend/teacher/relative not involved in the grievance.

ENROLMENT, DEFERMENT, SUSPENSION & TERMINATION POLICY

Marist College Ashgrove has a fair, appropriate and objective measure for the correction and/or discipline of students, including deferment, suspension of, and/or termination of enrolment, after each individual case has been carefully considered.

In the event of termination of enrolment by the College, the National ESOS Authority/TPS Director will be notified as required, and arrangements will be made for the return of the student to parental/custodial care as soon as possible, with expenses to be met by the person with whom the College has signed Agreements.

In the event of termination of enrolment by the College, a refund, less any relocation expenses for the student and/or monies owed by the student, will be due as per the Refund Policy.

Enrolment at Marist College Ashgrove is conditional upon the acceptance of, and adherence to the Conditions of Enrolment enclosed with the Prospectus and in other publications. A copy of the Conditions of Enrolment will also be given to the family with their Letter of Offer when both parents/legal guardians and student are asked to read, discuss and sign these Conditions accordingly. One copy is to be returned to the College for the student's file and the other is to be retained for the family's home files and reference.

1. Deferment of commencement of study requested by student:

- Marist College Ashgrove will only grant a deferment of commencement of studies for compassionate and compelling circumstances. These include but are not limited to:
 - illness, where a medical certificate states that the student was unable to attend classes;
 - bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
 - major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies;
 - a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports).
- The final decision for assessing and granting a deferment of commencement of studies lies with the Headmaster.
- Deferment will be recorded on PRISMS depending on the student eCoE status.

2. Suspension of study requested by student:

- Once the student has commenced the course, Marist College Ashgrove will only grant a suspension of study for compassionate and compelling circumstances.

These include but are not limited to:

- illness, where a medical certificate states that the student was unable to attend classes;
- bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies;
- a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports).

ENROLMENT, DEFERMENT, SUSPENSION & TERMINATION POLICY

- Suspensions will be recorded on PRISMS.
- The period of suspension will not be included in attendance calculations.
- The final decision for assessing and granting a suspension of studies lies with the Headmaster.

3. Student initiated cancellation of enrolment

- All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Headmaster. Please see Marist College Ashgrove's Refund Policy for information regarding refunds.

4. Assessing requests for deferment or suspension of studies:

- Applications will be assessed on merit by the Deputy Headmaster together with the Head of Boarding and Head of Teaching and Learning
- All applications for deferment or suspension will be considered within 10 working days.

5. Exclusion from Class (1-28 days):

- Marist College Ashgrove may exclude a student from class studies on the grounds of misbehaviour by the student. Exclusion will occur as the result of any behaviour identified as resulting in exclusion in Marist College Ashgrove's Conditions of Enrolment.
- Excluded students must abide by the conditions of their exclusion from studies which will depend on the welfare and accommodation arrangements in place for each student which will be determined by the Deputy Headmaster and Head of School Boarding.
- Where the student is provided with homework or other studies for the period of the exclusion, the student must continue to meet the academic requirements of the course.
- Exclusions from class will not be recorded on PRISMS.
- Periods of 'exclusions from class' will not be included in attendance calculations as per Marist College Ashgrove's Course Progress and Attendance Policy.

6. College initiated Suspension of Studies (28 days+):

- Marist College Ashgrove may initiate a suspension of studies for a student on the grounds of misbehaviour by the student. Suspension will occur as the result of any behaviour identified as resulting in suspension in Marist College Ashgrove's Conditions of Enrolment.
- Suspended students must abide by the conditions of their suspension from studies which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Deputy Headmaster and Head of Boarding.
- Students who have been suspended for more than 28 days may need to contact the Department of Immigration to see if their visa is affected by the suspension (Please see contact details at: <http://www.immi.gov.au/contacts/australia/index.htm>.)
- If special circumstances exist, the student must abide by the conditions of his suspension which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Deputy Headmaster and Head of Boarding.
- Suspensions will be recorded in PRISMS.
- The period of suspension will not be included in attendance calculations.

ENROLMENT, DEFERMENT, SUSPENSION & TERMINATION POLICY

7. College initiated cancellation of enrolment:

- Marist College Ashgrove will cancel the enrolment of a student under the following conditions:
 - Failure to pay course fees;
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532);
 - Any behaviour identified as resulting in cancellation in Marist College Ashgrove's Conditions of Enrolment.
- Marist College Ashgrove is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to the Department of Immigration and Border Protection (DIBP) which will result in automatic cancellation.
- Marist College Ashgrove may cancel the enrolment of a student for failure to disclose a pre-existing condition requiring a high degree of specialised support or care.

College initiated cancellation of enrolment is subject to Marist College Ashgrove's Complaints and Appeals Policy. Please see 8), below.

8. Complaints and Appeals:

- Student requested deferment and suspension are not subject to Marist College Ashgrove's Grievance Policy.
 - Exclusion from class is subject to Marist College Ashgrove's Grievance Policy.
 - College initiated suspension, where the suspension is to be recorded in PRISMS, and cancellation are subject to Marist College Ashgrove's Grievance Policy.
 - For the duration of the appeals process, the student is required to maintain enrolment and attendance at all classes as normal. The Deputy Headmaster and Head of Boarding will determine if participation in studies will be in class or under a supervised arrangement outside of classes.
- a) If student access Marist College Ashgrove's Complaints and Appeals Process regarding a college initiated suspension or cancellation of enrolment under Standard 13, the change in enrolment status will not be reported in PRISMS until the internal Grievance (Complaints and Appeals) process is finalised, unless extenuating circumstances relating to the welfare of the student apply. NB: Students may still access the external complaints and appeals process, but the College need not await the outcome of this process before changing the student's enrolment status in PRISMS. However, if the school has issued a CAAW for a student, welfare provisions under NC St 5.3 are applicable.
- Extenuating circumstances include:
 - The student refused to maintain approved welfare and accommodation arrangements (for students under 18 years of age);
 - The student is missing;
 - The student has medical concerns or severe depression or psychological issues which lead the college to fear for the student's wellbeing;

- The student has engaged or threatened to engage in behaviour that is reasonably believed to endanger the student or others;
 - Is at risk of committing a criminal offence; or
 - The student is the subject of investigation relating to criminal matters.
- The use of extenuating circumstances by Marist College Ashgrove to suspend or cancel a student's enrolment prior to the completion of any complaints and appeals process will be supported by appropriate evidence.
 - The final decision for evaluating circumstances lies with the Headmaster.

9. Student to seek information from Department of Immigration

- Deferment, Suspension or Cancellation of enrolment can have an effect on a student's visa as a result of changes to enrolment status. Students will be informed to contact the Department of Immigration and Citizenship (DIAC) for advice.

TRANSFER POLICY

Marist College Ashgrove provides information to overseas students about the College's Transfer Policy. Letters of Release are issued if students comply with required conditions prior to completing the first six (6) months of a principal course.

Under NC D St 7.3 (b), if a student is under 18 years of age, there must be written confirmation that the parent or legal guardian supports the transfer, and the receiving provider's Letter of Offer must confirm acceptance of welfare responsibilities under Standard 5 (if applicable).

Student Transfer Request

a) Overseas students are restricted from transferring from their principal course of student for a period of six months. This restriction applies to any course (s) packaged with their principal course of study.

Exceptions to this restriction are:

- If the student's course or school becomes unregistered
- The school has a government sanction imposed on its registration
- A government sponsor (if applicable) considers a transfer to be in the student's best interests
- If the student is granted a Letter of Release.

b) Students can apply from the College Registrar's Office for a Letter of Release at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the principal course of study or is under 18 years of age, conditions apply.

c) Students under 18 years of age **MUST** also have:

- Written confirmation that the student's parent(s)/legal guardian(s) supports the transfer;
- Written confirmation in the way of a Letter of Offer from the new provider that they will accept welfare responsibilities for approving the student's accommodation, support and general welfare arrangements where the student is not living with a parent/legal guardian or a suitable nominated relative;
- Evidence that the student is always in Department of Immigration approved welfare and accommodation arrangements.

d) Marist College Ashgrove will only provide a Letter of Release to students prior to the completion of the first six months of their principal course in the following circumstances:

- It has been agreed by the college the student would be better placed in a course that is not available at Marist College Ashgrove;
- The Headmaster decides there are compassionate or exceptional circumstances.

e) Marist College Ashgrove will **NOT** provide a Letter of Release to students prior to the completion of the first six months of their principal course in the following circumstances:

- The student's progress is likely to be academically disadvantaged;
- Marist College Ashgrove is concerned that the student's application to transfer is a consequence of the adverse influence of another party;
- The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer;

OTHER RELEVANT POLICIES

1 Privacy of Personal Information

Marist College Ashgrove is bound by *the Privacy Amendment (Private Sector) Act 2001*, and has adopted the National Privacy Principles (NPP's).

<http://www.privacy.gov.au/materials/types/law/view/6893>

A privacy statement detailing Marist College Ashgrove's practices and procedures for the use and management of the personal, sensitive and health information it collects and records is available on the College website - <http://www.marash.qld.edu.au/enrol/privacy-statement>

Parent(s)/Legal guardian(s) and students must be aware that the information provided by the student to the College may be made available to Commonwealth and State agencies and the Fund Manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code (2007).

The College is required, under s19 of the ESOS Act 2000, to tell Department of Immigration about:

- certain changes to the student enrolment
- any breach by the student of Student Visa Condition 8202 relating to attendance or satisfactory academic performance.

Information we collect:

Marist College Ashgrove collects and records personal, sensitive and health information from students and parent(s)/legal guardian(s) before and during the course of a student's enrolment at our College.

Purpose of collection:

The primary purpose of collecting and recording this information is to enable the provision of quality education in the Marist tradition. In addition, some of the information we collect and record is to satisfy the College's legal obligations, particularly to enable to College to discharge its duty of care to students and parent(s)/legal guardian(s). This information may also be used for appropriate parish purposes.

Disclosure of Information:

This information may be disclosed by us for administrative and educational purposes to others including, but not limited to, personnel within Marist College Ashgrove, other colleges, medical practitioners, people providing a service to the College, such as specialist visiting teachers and consultants.

Information required:

If we do not obtain the personal, sensitive or health information referred to above, we may not be able to enrol or continue to enrol a student.

By completing and submitting the College's Expression of Interest form you have confirmed your understanding and agreement with the above.

OTHER RELEVANT POLICIES

2 Welfare and accommodation requirements for students under the age of 18

Students under the age of 18 are required to maintain adequate Welfare and Accommodation requirements as a condition of their Student Visa.

Marist College Ashgrove undertakes welfare responsibility for Overseas Students under 18 years of age, enrolled in one of our approved courses of study, by requiring them to live in the Boarding Facilities provided by the College. **We do not operate a home-stay program.**

The Boarding program at Marist College Ashgrove provides full accommodation and pastoral care with supervision of tuition and extra-curricular activities. The Boarding fees include meals, accommodation and laundry.

Students may also refer to the Study in Australia website: -

<http://www.studyinaustralia.gov.au/global/live-in-australia/living-costs> for an idea of costs of living in Australia.

Boarders at the College are entitled to **Boarders' Free Weekend**, during the college year there are roughly 4 or 5 weekends (usually coinciding with long weekends, public holidays or parent-teacher interviews) where the boarders are free to leave the College to be with their families. We realise that there are times where it is not always possible for parents to take their sons for such weekends. If they do not have a parent or legal guardian to reside with for the weekend, they can stay in the Boarding Residence.

Overseas Student Holiday Arrangement:

For mid-semester and end of semester holidays, Overseas Students are encouraged to return home if their parents are not in Australia. On occasions when this is not possible, arrangements will be made by your family for your son to be placed with a Carer (either family members or close family friends) in order that his protection, personal safety and social wellbeing are all appropriate. This person caring for your son during this period should be:

- Over 21 years of age;
- An Australian citizen, permanent resident or hold a Visa permitting them to be in Australia;
- Of good character (evidence may be required for this person to provide a Blue Card issued by the Commission for Children and Young People. <http://www.bluecard.qld.gov.au/>)

The Carer could expect a home inspection visit from a staff member of the College.

Boarders' Sunday Visiting:

Generally, the people who you advise permission for your son to visit are family members or close family friends living in Brisbane. For older students (Year 11 and 12), it is often appropriate, where there are no family members or close friends living in Brisbane, for parents to give permission of families whose sons go to Marist College Ashgrove as day students.

Overnight Leave:

Overnights are for family occasions only, two Overnights are permitted per term; and boys are to be returned to the College by 5.00pm at the latest.

Sunday, Weekend Visiting and Holiday forms are provided by the College with the Orientation package and **must be completed and signed by the parent(s)/legal guardian(s) prior to the student commencing at the College.**

Refer to full policy on Page 57 of this document

WRITTEN AGREEMENT

A Written Agreement is provided as part of the acceptance process.

I/We, the undersigned, being the parent(s)/legal guardian(s) of the above-named student accept the Offer of Enrolment made by Marist College Ashgrove of a place in the year level in the entry year indicated above to commence as agreed and accept and agree to the following:-

Education

- The College is founded on the traditions of Marist education and is committed to the vision and ethos of St Marcellin Champagnat, Founder of the Marist Brothers.
- We will educate you son with due care and skill.
- You will encourage your son to take full advantage of the curricular and co-curricular opportunities we will provide to further his education.

Fees

- Tuition and Boarding fees are charge annually in February. Details on payment options are available on the College website - [2017 Schedule of Fees and Charges – Overseas Students](#)
- The College fees are determined each year by the Provincial and Council of the Marist Brothers detailing tuition, boarding and other costs and **may be subject to change**.
- The College expects that all fees are to be paid in Australian dollars and promptly by the due date as indicated on each account.
- In rare cases, which require evidence of financial over-burden, provision exists for extensions of time for payment or some consideration of amounts, however only when the Headmaster is accorded the courtesy of immediate contact from parent(s)/legal guardian(s) to explain circumstances in detail and to make alternative arrangements. *Compassion for, and support of families in special circumstances, will always be a priority.*
- It is unreasonable and unjust to other families, however, to ignore fee accounts or to fail to contact the College promptly when problems affecting payment may arise. Enrolment may be terminated in the face on ongoing discourtesy or without the development of a sustainable repayment plan. *Please note: the Department of Immigration be notified by the College if subsequent fee accounts are not paid by the requested date. This could result in the cancellation of the student's visa.*
- If you terminate this enrolment contract for any reasons other than for:
 - our breach
- Any refund of tuition fees or non-tuition fees in the event of visa refusal or school default is prescribed by legislation (Education Services for Overseas Students (ESOS) Act 2000 and Regulations 2001). Refer to the Refund Policy available at as part of this agreement.
- Any refund of tuition fees or non-tuition fees for student default will be paid as per Marist College Ashgrove's Refund Policy, which is part of this agreement.
 -

You must provide us with at least one (1) term's notice. If you do not provide us with one (1) term's notice, you must nevertheless pay to us one (1) full term's tuition fees and boarding fees.

Other costs to consider

- Airfares, toiletries, pocket money;
- Additional fees for Boarding Recreation Activities if participating;
- Extra English Tuition – If an Overseas Student requires extra tuition for English, this will be arranged however will be an **additional cost** to the parent(s)/legal guardian(s);
- Fees for Specialist Medical Appointments (Dental, Physiotherapy etc.) if required;

- (**OSHC above will help pay toward the costs of most medical and hospital treatment required while studying in Australia. **Extras Cover is not included in OSHC but can be purchased separately at an additional cost.** Extras Cover provides benefits for some additional health services such as dental treatment, physiotherapy and optical. For more detail, please refer to OSHC Membership Guide which is available on the website <http://www.nib.com.au/overseas-students>.)

Communication

- The College will provide information about the student to parent(s)/legal guardian(s) signing the Enrolment Contract.
- To communicate efficiently with parent(s)/legal guardian(s), this communication will be to the email address provided. If an email address is not provided, or if requested in writing that we provide information other than by electronic means, we will communicate by the other means requested.
- Where communication is to be with the entire College community or with identifiable sections of the College community, we may communicate through the College website.

Change of Address and Current Contact Details

- The student is obliged to notify the school of any change of address while enrolled at the College. This is to ensure that any notifications sent to the student advising of visa breaches are sent to the student's current address.
- Where Marist College Ashgrove has approved the student's welfare and accommodation arrangements, the student requires both the College's and the parent's approval for any changes to welfare and accommodation arrangements.
- The College is required by law to request confirmation of current address and contact details in writing for each student (and parent or legal guardian if a student is under 18 years of age) at least every six months.

Conditions on enrolment/preliminary requirements

- Depending on the student's English language ability, the student may be required to successfully complete an ELICOS course.
- As a Condition of Enrolment, the student authorises Marist College Ashgrove to check Visa entitlements electronically via VEVO on the Department of Immigration and Citizenship. <http://www.immi.gov.au/e-visa/vevo.htm>
- As a Condition of Enrolment, the student agrees to abide by all College policies for the duration of his enrolment and to disclose any medical or health conditions that may affect his studies or welfare.
 - Course Progress and Attendance
 - Accommodation and Welfare Arrangements
 - Refund Policy
 - Student Transfer Policy
 - Complaints and Appeals (Grievance) Policy
 - Deferral, Termination and/or Suspension of Enrolment Policy

Privacy

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; 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. Information collected about you on

this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Protection Scheme (TPS) Secretary and Director

In other instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law.

A copy of Marist College Ashgrove's Privacy Statement is attached and is also available in the Orientation Booklet for Overseas Visa Students and on the [College website](#).

INTERNATIONAL STUDENT POLICIES

It is the intention of the Australian Government student visa programme for students to genuinely attempt to achieve their desired educational outcomes within the duration of their student visa. Your son's visa will include conditions that require him to progress satisfactorily. To that end it is a requirement of Marist College Ashgrove that he:

- demonstrate satisfactory course progress as determined by the College
- completes the course within the expected duration of study (in normal circumstances)
- maintain satisfactory course attendance, and
- abides by the College's Code of Conduct and the College's Expectations.

Course Progress and Attendance Policy

Marist College Ashgrove's Course Progress and Attendance Policy combine all requirements of Standards 9, 10 and 11 of the National Code 2007.

Course Progress

At Marist College Ashgrove, in accordance with Student Visa Conditions, students must meet the following criteria to achieve satisfactory academic performance:

1. Academic – satisfactory (or better) approach to learning, homework and assessment with competency or passing results achieved in at least 50% of subjects in any study period; depending on the students chosen academic pathway
2. Effort* - satisfactory (or Better) approach to their Effort and application to their learning, homework and assessment
 - a) Active involvement in all classes;
 - b) Meeting of all assessment deadlines;
 - c) Utilisation of support services offered by Marist College Ashgrove;
 - d) Demonstrated improvement in the use of the English language;
 - e) Demonstrated academic improvements;
 - f) Demonstrated eligibility for QCE (Queensland Certificate of Education);
 - g) Evidence of self-discipline.

*Effort can be defined of one of more of the 7(a-g) indications of effort listed above

Under the National Code 2007, at a minimum, the College must implement an intervention strategy if a student is deemed not competent in 50% or more of the units in any one study period.

Processes used for dealing with student "at risk" of breaching their Visa conditions for unsatisfactory academic performance and non-attendance:

1. Verbal discussion between student and subject teacher and/or Pastoral Leader;
2. Interview with EAL/D or subject teacher, appropriate Curriculum Leader and Pastoral Leader for counselling and support and a warning;
3. Interview with Head of Boarding and Head of Teaching and Learning for further counselling when required, support and documented warning that repeated instances of unsatisfactory academic performances will notify National ESOS Authority via Provider Registration and Overseas Student Management System (PRISMS) of the student not achieving academic satisfactory course progress.

Course Progress Policy

1. The College will monitor record and assess the course progress of each student for the course in which the student is currently enrolled.
2. The course progress of all students will be assessed by appropriate Pastoral Leader at the end of each study period (a study period is one semester) of enrolment.

3. Students who have begun part way through a semester will be assessed after one full period of attendance.
4. To demonstrate satisfactory course progress, students will need to meet the criteria listed above
5. A copy of the student's individual strategy and progress reports in achieving improvement will be forwarded to parents.
6. If a student does not achieve competency (*as specified above) in at least 50% of units studied in a study period, the College will contact his parents/legal guardians to advise there will be a meeting with the student and his subject teacher or the appropriate Curriculum Leader to develop an intervention strategy for academic improvement. This may include;
 - i. additional supervised study periods
 - ii. tutorial assistance
 - iii. other intervention strategies as deemed necessary
7. Under the National Code 2007, at a minimum the College must implement an intervention strategy if a student is deemed not competent in 50% or more of the units in any one study period.
8. The student's individual strategy for academic improvement will be monitored over the following study period of the Head of Boarding and Head of Teaching and Learning and a record of the student's response to the strategy will be kept.
8. If the student does not improve sufficiently academically and achieve satisfactory course progress by the end of the next assessment period, Marist College Ashgrove will advise the student in writing of its intention to report the student for breach of visa condition 8202, and that he has 20 working days in which to access the College's internal complaints and appeals process. Following the outcome of the internal process, if the student wishes to complain or lodge an external appeal about a decision made or action taken by Marist College Ashgrove, he may contact the Overseas Student Ombudsman at no cost. This must be done within 10 working days. Please see Marist College Ashgrove's Grievance (Complaints and Appeals) Policy for further details.
9. The College will notify National ESOS Authority via PRISMS of the student not achieving satisfactory course progress as soon as practicable where
 - iv. the student does not access the grievance (complaints and appeals) process within 20 days, or
 - v. withdraws from the grievance (complaints and appeals) process, or
 - vi. the grievance (complaints and appeals) process results in favour of the College

Completion within expected duration of study (course progression)

- As noted above in the Course Progress and Attendance policy the College will monitor record and assess the course progress of each student for the course in which the student is currently enrolled.
- Part of the assessment of course progress at the end of each semester will include an assessment of whether the student's progress is such that they are expected to complete their course within the expected duration of the course.
- The College will only extend the duration of the student's study where the student will not complete their course within the expected duration due to:
 - compassionate or compelling circumstances
 - student participation in an intervention strategy
 - an approved deferment or suspension of study has been granted in accordance with Marist College Ashgrove's Deferment, Suspension and Cancellation Policy.
- Where the College decides to extend the duration of the student's study, the College will report via PRISMS within 14 days and/or issue a new eCoE if required.

Monitoring Course Attendance

Regular attendance and punctuality at the College and all classes is required. Satisfactory Course attendance must **not fall below 80% of scheduled course contact hours**. With this in mind, the College checks the attendance rolls and late book daily. Likewise, late arrivals at the commencement of a term or early leave at the end of a term will be marked absent to the purpose of attendance monitoring.

If the student's absence reaches 15% for the study period (1 semester) we will issue a warning notice. Once the student's absence reaches 20% we are obliged to advise the student of our intention to report his breach of attendance requirements to the Department of Immigration and Border Protection.

The student will then have twenty **(20)** working days to appeal the College's decision to make this report. During this time the student has the opportunity to explain his absence and produce any medical certificates or other evidence that may be the reason for his absence.

Processes used for dealing with students "at risk" of breaching their visa conditions for unsatisfactory attendance:

- Verbal discussion between student and Pastoral Leader;
- Advise the student and parent(s)/legal guardian(s) of an arranged interview with his Pastoral Leader (Pastoral) for counselling support and warning that repeated non-attendance will lead to a report on PRISMS.

The purpose of this process is to offer appropriate support for students.

Course Attendance Policy

- Satisfactory course attendance is attendance of 80% of scheduled course contact
- Student attendance is:
 - checked and recorded daily
 - assessed regularly
 - recorded and calculated over each study period (semester).
 - the College Registrar checks the progress regularly through a TASS query for each student
- Late arrival at College will be recorded and will be included in attendance calculations.
- All absences from the College should be accompanied by a medical certificate, an explanatory communication from the student's parent(s)\legal guardian(s) or evidence that leave has been approved by the College.
- Any absences longer than five (5) consecutive days without approval will be investigated.
- Student attendance will be monitored every day/week over a study period (semester) to assess the student's attendance using the following method.
 - Calculating the number of hours the student would have to be absent to fall below the attendance threshold for a semester e.g. number of study days x contact hours x 20% (For example, a twenty week semester with five (5) contact hours a day would equal 500 contact hours. 20% of this is 100 hours).
 - Any period of exclusion from class will not be included in student attendance calculations
 - Any suspension for the College will not be included in student attendance calculations
- Parents of students at risk of breaching Marist College Ashgrove's attendance requirements will be contacted by phone or email and students will be counselled and offered any necessary support when they have absences totalling 15% during any study period.
- If the calculation at f indicates that the student has not met the attendance threshold for the study period, Marist College Ashgrove will advise the student of its intention to report the student for breach of visa condition 8202, and that he has 20 working days in which to access the College's internal Grievance (Complaints and Appeals) Process except in the circumstances of exclusions.
- The College will notify National ESOS Authority via PRISMS of the student not achieving satisfactory course attendance as soon as practicable where:
 - the student does not access the complaints and appeals process within 20 days
 - withdraws from the complaints and appeals process
 - the complaints and appeals process results in a decision for the College.
- Students will not be reported for failing to meet the 80% threshold where:
 - the student produces documentary evidence clearly demonstrating compassionate or compelling

- circumstances e.g., medical illness supported by a medical certificate, and
 - has not fallen below 70% attendance.
- k) The method for calculating 70% attendance is the same as that outlined in xiii with the following change; number of study days x contact hours x 30%.
- l) If a student is assessed as having nearly reached the threshold for 70% attendance, the Head of Boarding and the Head of Teaching and Learning will assess whether a suspension of studies is in the interests of the student as per Marist College Ashgrove's Deferment, Suspension and Cancellation Policy.
- m) If the student does not obtain a suspension of studies under the Marist College Ashgrove's Deferment, Suspension and Cancellation Policy, and falls below the 70% threshold for attendance, the process for reporting the student for unsatisfactory attendance (breach of visa condition 8202) will occur.

- **Definitions**

Compassionate or compelling circumstances - circumstances beyond the control of the student that are having an impact on the student's progress through a course.

These could include:

- serious illness, where a medical certificate states that the student was unable to attend classes
- bereavement of close family members such as parents or grandparents (with evidence of death certificate if possible)
- major political upheaval or natural disaster in the home country requiring their emergency travel that has impacted on their studies
- a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports)
- where the College was unable to offer a pre-requisite unit
- inability to begin studying on the course commencement date due to delay in receiving a student visa

For other circumstances to be considered as compassionate or compelling, evidence would need to be provided to show that these were having an impact on the student's progress through a course.

Expected duration – the length of time it takes to complete the course studying full-time. This is the same as the registered course duration on CRICOS.

College day – any day for which the College has scheduled course contact hours

Study period - a discrete period of study within a course which cannot exceed 24 weeks. Marist College Ashgrove defines a "study period" for the purposes of monitoring course attendance and progress as a semester.

Welfare and Accommodation Policy

Students under the age of 18 years are required to maintain adequate Welfare and Accommodation requirements as a condition of their Student Visa.

Marist College Ashgrove's policy is that Overseas Students who are not residing with a parent / legal guardian they must remain in the Boarding House for the duration of their course.

The College does not operate a Home-Stay Program.

Marist College Ashgrove undertakes welfare responsibility for Overseas Students under 18 years of age, enrolled in one of our approved courses of study, by requiring them to live in the Boarding Facilities provided by the College. The Boarding program at Marist College Ashgrove provides full accommodation and pastoral care with supervision of tuition and extra-curricular activities. The Boarding fees include meals, accommodation and laundry.

Marist College Ashgrove approves the following accommodation and care options for overseas students:

1. The student will live with a parent or relative approved by the Department of Immigration. (The College would prefer that all students live in the College boarding accommodation however would consider applications on a case by case basis)

In this case:

- i. The College does **not** provide a welfare letter (CAAW) via PRISMS. The student's family provides proof of relationship to Department of Immigration for the purposes of visa application.
- ii. If the adult responsible for the welfare, accommodation and other support arrangements for a student under 18 years holds a [Student Guardian visa \(subclass 580\)](#), all obligations and conditions of this visa must be met, including:
 - b) not leaving Australia without the nominating student unless the College has first approved alternative welfare and accommodation arrangements for the student for the adult's period of absence, and
 - c) advising the Department of Immigration of any change of address, passport or other changes of circumstances.

2. The student will live in the College Boarding accommodation and care arrangements and the College will generate the welfare letter (CAAW) via PRISMS to accompany the student's Confirmation of Enrolment (CoE).

In this case:

- i. Any accommodation, welfare and other support arrangements for the student must be approved by the College, including arrangements provided by third parties
- ii. Any changes to approved arrangements must also be approved by the College
- iii. If a student for whom the College has issued a CAAW refuses to maintain approved arrangements, the College will report this to the Department of Immigration and advise the student to contact the Department of Immigration to ensure visa implications are understood. (See Department of Immigration office address at : <http://www.immi.gov.au/Help/Locations/Pages/Australia.aspx>)

School approved accommodation options for full fee paying 571 visa subclass students under 18 years of age include:

College Boarding House. The College does not operate a home-stay program.

3. For College vacation periods or Boarders weekends, the following applies to full fee paying 571 visa subclass students under 18 years of age for whom the School has issued a CAAW, and students over 18 years of age:

- i. All arrangements require approval by the student's parents or legal guardian as well as the College. These leave approvals are coordinated through the Boarders Leave processes. Details available in the Boarders Handbook and forms provided to student's parents/legal guardians prior to commencement as part of enrolment pack.

All leave is applied for by the parents or legal guardians in the College's Reach Database for Boarders leave. Parents or legal guardians register approved host families for their student. The host family also must register their details with the College. Details of the travel arrangements including forward and return journey, time of departure, return and travelling with who/how, contact information for the duration of the stay are all recorded.

- ii. Student may spend vacation with relatives or a friend's family if all requirements are met in order to attain school approval
- iii. Boarders at the College are entitled to Boarders' Free Weekend, during the college year there are roughly 4 or 5 weekends (usually coinciding with long weekends, public holidays or parent-teacher interviews) where the boarders are free to leave the College to be with their families. The College understands that there are times where it is not always possible for parents to take their sons for such weekends. If they do not have a parent or legal guardian to reside with for the weekend, students can stay in the Boarding Residence.
- iv. For mid-semester and end of semester holidays, Overseas Students are encouraged to return home if their parents are not in Australia. On occasions when this is not possible, arrangements will be made the student's family to be placed with a Carer (either family members or close family friends) in order that his protection, personal safety and social wellbeing are all appropriate. This student's carer during this period should be:
 - a) Over 21 years of age;
 - b) An Australian citizen, permanent resident or hold a Visa permitting them to be in Australia;
 - c) Of good character (evidence will be required for this person to provide a Blue Card. <http://www.bluecard.qld.gov.au/> . The Carer could expect a home inspection visit from a staff member of the College.

4. Full fee paying 571 visa subclass students 18 years and older are also required to maintain care arrangements and reside in College Boarding.

STUDENT GUARDIAN VISAS

Marist College Ashgrove requires holders of Student Guardian Visas to:

- i. maintain Overseas Visitor Health Cover for themselves and any dependent children living with them in Australia
- ii. immediately advise the College of any change to address or contact details
- iii. immediately advise the College if there are any compassionate or compelling reasons to travel overseas or not be at home for an extended period of time to care for the student.

If there is a valid reason for travelling overseas, and the College is able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the College will provide documentation approving temporary care arrangements for the student for the Department of Immigration.

If there is not a valid reason for travelling overseas, or if the College is not able to approve alternative accommodation and care arrangements for the student for the period of student guardian visa holder's absence, the student will need to travel overseas with the holder of the student guardian visa. In this case, the School will advise if compulsory attendance requirements will or will not be affected by the student's absence.

Refund Policy

A copy of this policy is provided to the parents/legal guardians if the student is under 18 years at a reasonable time prior to a Written Agreement being signed.

1. This policy outlines refunds applicable to course fees paid to the College including any course fees paid to an education agent to be remitted to the College
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of the refund policy
3. (a) The Administration Fee (\$250) is non-refundable in all cases.
(b) \$2500 of the initial Acceptance Fee of \$5000 paid will be refunded when a student leaves the College provided all financial obligations have been met (including any outstanding medical expenses) and all textbooks have been returned in an acceptable condition to the Textbook Hire Department.
4. Payment of Course Fees and Refunds
 - a) Fees are payable according to the Marist College Ashgrove's Fees policy
 - b) An itemised list of the College fees is provided in the College's written agreement [as per NC standard 3.1.b]
 - c) All fees must be paid in Australian dollars.
 - d) If the student changes visa status (e.g. becomes a temporary or permanent resident), he will continue to pay full Overseas Student fees for the duration of the term.
 - e) Refunds will be paid to the person who enters into the written agreement unless the College receives written advice from the person who enters the written agreement to pay the refund to someone else.
5. All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Headmaster before withdrawing from their course
6. Student default because of visa refusal
 - a) If a student produces evidence of visa refusal (or permission for the College to verify visa refusal by the Department of Immigration and Border Protection (DIBP) and fails to start a course in, or withdraws from a course on or before the agreed starting date the College will refund within four (4) weeks of receiving written claim from the student the total amount of course fees received by the College before the student's default date, minus the lesser of
 - 5% of the amount of course fees received, or
 - AUD 500
 - b) If a student whose visa has been refused withdraws from the course after it has commenced, the College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund any unused tuition fees* received by the College with respect to the student within the period of four weeks after the day of student default.

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).*

7. Student Default

- a) Any amount owing under this section will be paid within four (4) weeks of receiving a written notification from the student (or parent(s)/legal guardian(s) if the student is under 18).

b) **Non-Tuition fees** will be refunded on a pro-rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.

c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the prepaid fees will be retained by the College.

d) If tuition fees for up to two study periods have been received in advance by the College and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will:

- i. Retain an administration fee of \$150 and \$2500 of the acceptance fee paid and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course.
 - ii. Refund 70% of the tuition and boarding fees if notice is received less than four weeks prior to commencement of the course
 - iii. Refund 50% of any unused tuition and boarding fees received, if written notice is received **before** one(1) study period of the payment period has passed
 - iv. Refund no amount if written notice is received **after** one (1) study period of the payment period has passed.
 - v. If tuition fees have been received for more than two study periods, refund provisions under (d) will apply for the first two study periods and any balance of unused tuition fees after this will be refunded.
- e) Non refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
- i. Failure to maintain satisfactory course progress (visa condition 8202)
 - ii. (Please see Course Progress and Attendance Policy)
 - iii. Failure to maintain satisfactory attendance (visa condition 8202)
 - iv. (Please see Course Progress and Attendance Policy)
 - v. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) (Please see Welfare and Accommodation Policy)
 - vi. Failure to pay course fees
 - vii. Any behaviour identified as resulting in enrolment cancellation in Marist College Ashgrove's Enrolment Contract.

8. College Default

Any default by the College must be compliant with the current provisions of the ESOS Act 2000 and ESOS Regulations 2001 (as amended).

- a) If for any reason the College 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 the College, a full refund of any unused tuition fees * received by the College with respect to the student will be made within fourteen (14) days of the agreed course starting day.
- b) If for any reason the College is unable to continue offering a course after the student commences a course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the College, a full refund of any unused tuition fees* received by the College with respect to the student will be made within fourteen (14) days of the College's default day.
- c) In the event that the College is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see <https://tps.gov.au/StaticContent/Get/StudentInformation>

**Calculation of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (Calculation of Refund) Specification 2014). <http://www.comlaw.gov.au/Details/F2014L00907>.*

9. This agreement, 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.

Definitions

- a) *Course fees– the sum of tuition fees and non-tuition fees received by the College in respect of the student in order for the student to undertake the course.*
- b) *Non-tuition fees – fees not directly related to provision of the student's course, including Boarding fees, Old Boys membership, College Building Fund, College Foundation Pledge and OSHC*
- c) *Tuition fees – fees directly related to the provision of the student's course including Tuition fees, Technology, Textbook and QSA levies*
- d) *Study Period- a study period is one semester, two terms – approximately 20 weeks.*

Transfer Policy

Marist College Ashgrove provides information to overseas visa students about the College's Transfer Policy, which complies with Commonwealth and State requirements. State Legislation imposes additional requirements for letter of release.

Letters of Release are issued if students comply with required conditions in the first six (6) months of a principal course.

Under NC D St 7.3 (b), if a student is under 18 years of age, there must be written confirmation that the parents or legal guardians support the transfer, and the receiving provider's Letter of Offer must confirm acceptance of welfare responsibilities under Standard 5 (if applicable).

Student Transfer Request

Marist College Ashgrove provides information to overseas students about the School's transfer policy.

Letters of Release are issued if students comply with required conditions in the first six months of a principal course.

Under NC D St 7.3 (b), if a student is under 18 years of age, there must be written confirmation that the parent or legal guardian supports the transfer, and the receiving provider's Letter of Offer must confirm acceptance of welfare responsibilities under Standard 5 (if applicable).

1. Overseas students are restricted from transferring from their principal course of study for a period of six months. This restriction also applies to any course(s) packaged with their principal course of study.
Exceptions to this restriction are:
 - If the student's course or school becomes unregistered
 - The school has a government sanction imposed on its registration
 - A government sponsor (if applicable) considers a transfer to be in the student's best interests
 - If the student is granted a Letter of Release.
2. Students can apply from the College Registrar's Office for a Letter of Release at no charge to enable them to transfer to another education provider. However, if a student has not completed the first six months of the principal course of study or is under 18 years of age, conditions apply.
3. *Marist College Ashgrove* will only provide a letter of release to students before completing the first six months of their principal course in the following circumstances:
 - It has been agreed by the College that the student would be better placed in a course that is not available at *Marist College Ashgrove*.
 - The Headmaster decides there are compassionate or exceptional circumstances.
4. Students under 18 years of age **MUST** also have:
 - Written evidence that the student's parent(s)/legal guardian supports the transfer
 - Written confirmation that the new provider will accept responsibility for approving the student's accommodation, support, and general welfare arrangements where the student is not living with a parent / legal guardian or a suitable nominated relative
 - Evidence that the student is always in Department of Immigration approved welfare and accommodation arrangements.
5. *Marist College Ashgrove* will **NOT** provide a letter of release to students before completing the first six months of their principal course in the following circumstances:
 - The student's progress is likely to be academically disadvantaged
 - The College is concerned that the student's application to transfer is a consequence of the adverse influence of another party
 - The student has not had sufficient time to settle into a new environment in order to make an informed decision about transfer
 - The student has not accessed College support services which may assist with making adjustments to a new environment, including academic and personal counselling services
 - School fees have not been paid for the current study period.
6. In order to apply for a letter of release, all students must first have a letter of offer from the receiving provider.
7. Applications to transfer to another registered provider may have visa implications. The student is advised to contact the Department of Immigration office as soon as possible to discuss any implications. The address of the nearest office is:
Ground Floor
299 Adelaide Street
Brisbane Qld 4000

Other contact details for Department of Immigration are:

Telephone: 131 881

Email : studentcentre@immi.gov.au

Website : <http://www.immi.gov.au/e-visa/students.htm>

8. If a letter of release is provided by this School it will give information about whether the student has demonstrated a commitment to studies during the course, had a good attendance record for the course, and paid all fees for the course.
9. All applications for transfer will be considered within 10 working days and the applicant notified of the decision.
10. Students whose request for transfer has been refused will be notified in writing of the reasons for refusal and may appeal the decision in accordance with *Marist College Ashgrove's* Grievance (Complaints and Appeals) policy. The Grievance (Complaints and Appeals) policy is available at [Enrolment Information and Policy Booklet for Overseas Visa Students](#).

Grievance (Complaints and Appeals) Policy

Marist College Ashgrove has a fair and transparent process for dealing with student grievances. In the event that such grievances cannot be resolved internally, Marist College Ashgrove will advise students of the appropriate bodies from whom they can seek further assistance.

A copy of this policy will be provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being and again within 7 days of the commencement of student attendance of the enrolled course.

1. The purpose of *Marist College Ashgrove Grievance* (Complaints and Appeals) Policy is to provide a student or parent(s)/legal guardian with the opportunity to access procedures to facilitate the resolution of a dispute or complaint.
2. The grievance handling process should commence within a period of ten (10) working days of the formal lodgement of the complaint or appeal. Supporting information and all reasonable measures should be taken to finalise the process as soon as practicable.
3. Informal Complaints Resolution
 - a) In the first instance, the College requests that there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
 - b) Students should contact the appropriate staff member to make an appointment to discuss the issue in the first instance to attempt mediation/informal resolution of the complaint.

Written notes of the discussion will be kept in the student's file and the student will sign and date all written notes.

Staff members who can help:

- a) for academic/subject concerns the student should see his Pastoral Leader or ESL Teacher
- b) for boarding concerns the student should see his Resident Coordinator
- c) for personal concerns the student should contact a Student Counsellor

If there is no resolution to the above, the student should make an appointment to discuss the issue with

- Head of Teaching and Learning – Academic
- Head of Boarding – Boarding/accommodation issues
- Deputy Headmaster - Pastoral

- c) If the matter cannot be resolved through mediation, the matter will be referred to the Headmaster and Marist College Ashgrove's internal formal complaints and appeals handling procedure will be followed.

4. Formal Complaints Handling Procedure
 - a) The process of this grievance procedure is confidential and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.
 - b) The student must notify the school in writing of the nature and details of the complaint or appeal.
 - c) Written complaints or appeals are to be lodged with the Principal/other.
 - d) Where the internal complaints and appeals process is being accessed because the student has received notice by the College that the College intends to report him for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 working days from the date of receipt of notification in which to lodge a written appeal.

- e) Complaints and appeals processes are available to students at no cost.
- f) Each complainant has the opportunity to present his to the Headmaster.
- g) Students and / or the College may be accompanied and assisted by a support person at all relevant meetings.
- h) The formal grievance process will commence within *10 working days* of the lodgement of the complaint or appeal with the Headmaster.
- i) Once the Headmaster has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome, and **a copy will be retained on the student's file.**
- j) If the grievance procedure finds in favour of the student, *Marist College Ashgrove* will immediately implement the decision and any corrective and preventative action required, and advise the student of the outcome.
- k) *Marist College Ashgrove* undertakes to finalise all grievance procedures within as soon as practicable and no longer than 20 working days.
- l) For the duration of the appeals process, the student's enrolment and attendance must be maintained.

5. External Appeals Processes

- a) If the student is dissatisfied with the conduct or result of the complaints procedure, he may seek redress through an external body at minimal or no cost. This must commence within 10 working days in the case of Standards 10 and 11 of the National Code.
- b) If the student wishes to complain or to lodge an external appeal about a decision made or action taken by *Marist College Ashgrove* he may contact the Overseas Students Ombudsman at no cost. The Overseas Students Ombudsman offers a free and independent service for overseas students. Please see: www.oso.gov.au or phone 1300 362 072 for more information.

6. Other legal redress

- a) Nothing in the College's Grievance (Complaints and Appeals) Policy negates the right of an overseas student to pursue other legal remedies.

7. Definitions

- **Working Day** – *any day other than a Saturday, Sunday or public holiday during term time*
- **Student** – *a student enrolled at Marist College Ashgrove or the parent(s)/legal guardian of a student where that student is under 18 years of age*
- **Support person** – *for example, a friend/teacher/relative not involved in the grievance.*

Enrolment, Deferment, Suspension and Termination Policy

Marist College Ashgrove has a fair, appropriate and objective measure for the correction and/or discipline of students, including deferment, suspension of, and/or termination of enrolment, after each individual case has been carefully considered.

In the event of termination of enrolment by the College, the National ESOS Authority/TPS Director will be notified as required, and arrangements will be made for the return of the student to parental/custodial care as soon as possible, with expenses to be met by the person with whom the College has signed Agreements.

In the event of termination of enrolment by the College, a refund, less any relocation expenses for the student and/or monies owed by the student, will be due as per the Refund Policy.

Enrolment at Marist College Ashgrove is conditional upon the acceptance of, and adherence to the Enrolment Contract enclosed with the Prospectus and in other publications. A copy of the Enrolment Contract will also be given to the family with their Letter of Offer and Written Agreement when both parent(s)/legal guardian(s) and student are asked to read, discuss and sign these Conditions accordingly. One copy is to be returned to the College for the student's file and the other is to be retained for the family's home files and reference.

1. Deferment of commencement of study requested by student:

- a) Marist College Ashgrove will only grant a deferment of commencement of studies for compassionate and compelling circumstances. These include but are not limited to:
 - illness, where a medical certificate states that the student was unable to attend classes;
 - bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);

- major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies;
 - a traumatic experience which has impacted on the student (these cases should be where possible supported by police, or psychologists' or other relevant reports).
- b) The final decision for assessing and granting a deferment of commencement of studies lies with the Headmaster.
- c) Deferment will be recorded on PRISMS within 14 days of being granted.

2. Suspension of study requested by student:

- Once the student has commenced the course, Marist College Ashgrove will only grant a suspension of study for compassionate and compelling circumstances. These include but are not limited to:
 - illness, where a medical certificate states that the student was unable to attend classes;
 - bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
 - major political upheaval or natural disaster in the home country requiring emergency travel that has impacted on studies;
 - a traumatic experience which has impacted on the student (these cases should be where possible supported by police or psychologists' reports).
- Suspensions will be recorded on PRISMS within 14 days of being granted.
- The period of suspension will not be included in attendance calculations.
- The final decision for assessing and granting a suspension of studies lies with the Headmaster.

3. Student initiated cancellation of enrolment:

All notification of withdrawal from a course, or application for refunds, must be made in writing and submitted to the Headmaster. Please see Marist College Ashgrove's Refund Policy for information regarding refunds.

4. Assessing requests for deferment or suspension of studies:

- a) Applications will be assessed on merit by the Deputy Headmaster together with the Assistant Head (Boarding) and/or Assistant Head (Teaching and Learning).
- b) All applications for deferment or suspension will be considered within 10 working days.

5. Exclusion from Class (1-28 days):

- Marist College Ashgrove may exclude a student from class studies on the grounds of misbehaviour by the student. Exclusion will occur as the result of any behaviour identified as resulting in exclusion in Marist College Ashgrove's Enrolment Contract.
- Excluded students must abide by the conditions of their exclusion from studies which will depend on the welfare and accommodation arrangements in place for each student which will be determined by the Headmaster, Deputy Headmaster and Assistant Head (Boarding).
- Where the student is provided with homework or other studies for the period of the exclusion, the student must continue to meet the academic requirements of the course.
- Exclusions from class will not be recorded on PRISMS.
- Periods of 'exclusions from class' will not be included in attendance calculations as per Marist College Ashgrove's Course Progress and Attendance Policy.

6. College initiated Suspension of Studies (28 days+):

- Marist College Ashgrove may initiate a suspension of studies for a student on the grounds of misbehaviour by the student. Suspension will occur as the result of any behaviour identified as resulting in suspension in Marist College Ashgrove's Enrolment Contract.

- Suspended students must abide by the conditions of their suspension from studies which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Headmaster, the Deputy Headmaster and Head of Boarding.
- Students who have been suspended for more than 28 days may need to contact the Department of Immigration and Border Protection (DIBP).
- If special circumstances exist, the student must abide by the conditions of his suspension which will depend on the welfare and accommodation arrangements in place for each student and which will be determined by the Headmaster, the Deputy Headmaster and Assistant Head (Boarding).
- Suspensions will be recorded in PRISMS.
- The period of suspension will not be included in attendance calculations.

7. Cancellation of Enrolment:

- Marist College Ashgrove will cancel the enrolment of a student under the following conditions:
 - Failure to pay course fees;
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532);
 - Any behaviour identified as resulting in cancellation in Marist College Ashgrove's Enrolment Contract.
- Marist College Ashgrove is required to report failure to maintain satisfactory course progress and failure to maintain satisfactory attendance to the Department of Immigration and Border Protection (DIBP) which will result in automatic cancellation.
- College initiated cancellation of enrolment is subject to College's Grievance (complaints and appeals) Policy.

8. Grievances (Complaints and Appeals):

- Student requests for deferment and suspension is not subject to Marist College Ashgrove's Grievance Policy (Complaints and Appeals).
 - Exclusion from class is subject to Marist College Ashgrove's Grievance (complaints and appeals) Policy.
 - College initiated suspension, where the suspension is to be recorded in PRISMS, and cancellation are subject to Marist College Ashgrove's Grievance (complaints and appeals) Policy.
 - For the duration of the appeals process, the student is required to maintain enrolment and attendance at all classes as normal. The Deputy Headmaster and Assistant Head (Boarding) will determine if participation in studies will be in class or under a supervised arrangement outside of classes.
 - If a student accesses Marist College Ashgrove's Grievance (complaints and appeals) Process regarding a College initiated suspension, where the suspension is recorded in PRISMS, or cancellation, the suspension or cancellation will not be reported in PRISMS until the Grievance (complaints and appeals) Process is finalised, unless extenuating circumstances relating to the welfare of the student apply.
- f) Extenuating circumstances include:
- If the student refused to maintain approved welfare and accommodation arrangements (for students under 18 years of age);
 - If the student is missing;
 - If the student has medical concerns or severe depression or psychological issues which may lead the College to fear for the student's wellbeing;
 - If the student has engaged or threatened to engage in behaviour that staff believe is may endanger the student or others;
 - If the student is at risk of committing a criminal offence; or
 - If the student is subject of investigation relating to criminal matters.
- The use of extenuating circumstances by Marist College Ashgrove to suspend or cancel a student's enrolment prior to the completion of any grievance (complaints and appeals) process will be supported by appropriate evidence.
 - The final decision for evaluating circumstances lies with the Headmaster.

9. Student to seek information from Department of Immigration and Boarder Protection:

Deferment, Suspension or Cancellation of enrolment can have an effect on a student’s visa as a result of changes to enrolment status. Students can visit the Department of Immigration and Boarder Protection website www.immi.gov.au for further information about their visa conditions and obligations.

10. Definitions

Day – any day including weekends and public holidays in or out of term time.

ACKNOWLEDGEMENT

I/We acknowledge that I/we have read and understood these policies.

Signed by Natural Father: Signature: Date:

Father’s Date of Birth:

Full Name:

Signed by Natural Mother: Signature: Date:

Mother’s Date of Birth:

Full Name:

Signed by Court Appointed Legal Guardian (if applicable)

Signature: Date:

Legal Guardian’s Date of Birth:

Full Name:

DECLARATION

All students and parent(s)/legal guardian(s) (if student is under 18 years of age) must read and sign this Written Agreement.

- I confirm I have received and understood information from Marist College Ashgrove regarding the following:
 - the course(s) in which the student is to be enrolled
 - conditions of Enrolment in the course(s)
 - all course and course-related fees
 - Marist College Refund Policy
 - the sharing of personal information
 - change of address obligations
 - grounds on which my enrolment may be deferred, suspended or cancelled
- I agree that our son is subject to all the rules and regulations of the College, as amended from time to time
- I agree to support the policies and guidelines of the College
- I agree to pay all fees and charges owing by the due date
- I agree to give a minimum of one (1) term's notice if our son is leaving the College
- I have declared all relevant information in relation to our son
- I hereby declare that the information supplied by me is true and correct.
- I have read, understood and agree to be bound by the Conditions of Enrolment and this Written Agreement.

Acceptance of a place at the College must be accompanied by payment of the Enrolment Acceptance fee of \$5000.00 together with those fees specified in the accompanying Letter of Offer. The Enrolment Acceptance fee will be refunded when a student leaves the College provided all financial obligations have been met (including any outstanding medical expenses) and all textbooks have been returned in an acceptable condition to the Textbook Hire Department.

Signed by Father/Legal Guardian: Signature: Date:

Full Name:

Signed by Mother/Legal Guardian: Signature: Date:

Full Name:

Signed by Student: Signature: Date:

Full Name: