



Enrolment Policy

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1.1	October 2019	New Illawarra Christian Education updated policy (Illawarra Christian School & Calderwood Christian School)

Authorised By	Date



Version History

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1.0	October 2019	New Illawarra Christian Education Policy from CEN Hub Policy (Illawarra Christian School and Calderwood Christian School)
1.1		

Illawarra Christian Education (Illawarra Christian School and Calderwood Christian School)
 Mission: In Christ's service to partner with parents in providing a quality Christian Education founded on the Word of God.

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Important related documents

Privacy Policy Finance Policy: Fees Attendance Policy Discipline Policy Prep policies Complaints Framework	Record Keeping Policy Student Code of Conduct School Rules Enrolment Support Documents
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Legislation

Education Act 1990

Privacy Act 1988 (Cth)

Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)

Health Records & Information Privacy Act 2002 (NSW)

Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth)

NSW Public Health Act 2010

NSW Public Health Amendment (Review) Bill 2017

Disability Discrimination Act 1992 (Cth)

Disability Discrimination Amendment Act 2005

Disability Discrimination & other Human Rights Legislation Amendment Act 2009

Family Law Act 1975 (Cth)

Australian Consumer Law 2011 (Cth)

Other References

RANGS Manual, January 2018, (latest version on website)

Prolegis Enrolment Module, Privacy Law update, Feb 2018, used by permission, Prolegis Pty Ltd
'Privacy Compliance Manual', Independent Schools Council of Australia & National Catholic
Education Office, January 2018 (latest version on website)

Immunisation Enrolment Toolkit for Primary & Secondary Schools from 1 April 2018, NSW Govt

NSW Immunisation Schedule (interim April 2018) NSW Govt

www.health.nsw.gov.au/immunisation

1 INTRODUCTION

References to Illawarra Christian Education below include reference to its schools Illawarra Christian School and Calderwood Christian School.

Illawarra Christian Education exists to partner with parents in the education of students from Prep to Year 12, following NESA curriculum requirements, in a Christian community where Jesus Christ and His teachings are allowed to shape our attitudes and actions.

Enrolment enquiries are invited from all families that support the aims of the School and who want an effective Christian education for their children.

Our selection criteria are established to reflect the ethos of the School. We seek to enrol those children we judge to most benefit from the academic program we offer; who demonstrate a willingness to participate in the full range of activities on offer; and whose families understand and are supportive of the Christian aims and objectives of the School.

We will assess all applications to enrol against these criteria.

This enrolment policy and its processes are designed to assist the School, and families, to determine the optimal educational experience for potential students; and to assist them achieve their goals in an environment that supports their unique development.

2 CHRISTIAN RATIONALE

God gives the care and raising of children to parents, within the support of the community. *Start children off on the way they should go, and even when they are old they will not turn from it.* (Proverbs 22:6, NIV)

Parents' choice of Christian education for their children honours the State and Federal government education authorities for standards in education, and provides a Christian worldview that recognises the sovereignty of Christ. God's word to parents is that children should be well-trained in the commandments He gives. *Impress (these commandments) on your children. Talk about them when you sit at home and when you walk along the road, when you lie down and when you get up.* (Deuteronomy 6:7)

The development of Christian worldview in education is Illawarra Christian Education's mandate to partner with parents in the formation of young men and women of Christian character who will be effective leaders in their community. The decision of parents to enrol their children in the School is to assist them to fulfil their duty in raising children who will love God and love their neighbours through applying themselves to make the most of their schooling experience.

3 PURPOSE OF THIS DOCUMENT

The purpose of this document is to set out the policy and procedures of Illawarra Christian Education (“the School”) in relation to enrolment of students. It includes:

- the selection criteria for enrolling new students
- the procedures to be followed to ensure procedural fairness in the assessment of enrolment applications
- administrative procedures

4 TABLE OF RESPONSIBILITIES

Responsibilities	Evidence of Compliance
Principal/Business Manager	
Ensure compliance with procedures set out in this document	Enrolment records
Ensure all relevant people are aware of these processes and policies	Staff meetings; emails
Report to the School Board	Board reports
Enrolment Registrar	
Promotion of the school to potential enrolling families	Advertising materials; Enquiries
Receive and process enrolment enquiries and applications	Hard copy forms; database
Coordinate enrolment interviews	Calendar
Maintain enrolment documentation	Hard copy files; database
Advise administration and teaching staff in preparation for new enrolments to the School	Email
Maintain Register of Enrolment	Database
Interview Panel	
Assess enrolment applications: <ul style="list-style-type: none"> - with regard to the criteria and priorities outlined in this policy and procedures document - equitably, to assist parents to make the best decision for their child’s schooling - make a decision about each application 	Interview records
Administrative Staff	
Process new enrolments	Database; records
Coordinators/ Teaching Staff	
Preparations for the incoming student	Database

Parents and Students	
Comply with the Terms of Enrolment	Signed Enrolment & Fee agreements Signed Student Code of Conduct
Provide to the school all information required	School records
Inform of any changes to information	Record of notice; updated files
Maintain fee payments	Fee Statements

5 DEFINITIONS

- 'The School' – Illawarra Christian School and Calderwood Christian School, also referred to as 'Illawarra Christian Education'
- 'The Board' – the governing board of Illawarra Christian School and Calderwood Christian School, comprising its Chairperson, Executive and members
- 'Parent/s' – includes guardians and carers with primary responsibility for the child
- 'Disability' - includes physical, intellectual, psychiatric, sensory, neurological, and learning disabilities, as well as physical disfigurements, and the presence of disease-causing organisms in the body. The definition includes past, present and future disabilities as well as imputed disabilities and covers behaviour that is a symptom or manifestation of the disability.
- 'Discrimination' - can be 'direct': any less favourable treatment of a person on the grounds of their disability; or 'indirect': when there is no overt discrimination, but the same treatment has a more deleterious effect on disabled people because of their disability.

6 POLICY

- (a)** The school shall enrol children with regard for school-readiness, availability of places and, if places are limited, preferential priorities according to the school's Christian ethos.
- (b)** The school shall not enrol children into Prep unless an Immunisation History Statement indicates that they are fully immunised.
- (c)** An application to enrol does not guarantee a place at the school.
- (d)** Upon acceptance of an offer of a place at the school, the school enters into a contract with parents to provide education to their children.
- (e)** Review of an enrolment contract may be made if changed circumstances warrant a revision.
- (f)** The school will maintain a Register of Enrolments.
- (g)** The school collects information required by legislation, regulations and for the purpose of providing education to students.
- (h)** The information collected, used and disclosed by the school is subject to the Privacy Act, and will be managed by the school in accordance with the Australian Privacy Principles.
- (i)** The school's Annual Report contains the text of the Enrolment policy; and details of changes made during the reporting year.
- (j)** The school reserves the right to alter its Enrolment Policy.

7 SUMMARY OF ENROLMENT PROCESS

- (a)** Promotion of school
- (b)** Engage with prospective families – information; tour of school
- (c)** Application process – receipt of Application Form, with all relevant information provided, plus Application Fee; interview and assessment of student booked
- (d)** Enrolment interview – with Principal; Decision – family given time to consider; principal decision notified to family
- (e)** Completion of enrolment – enrolment agreement
- (f)** Administration of new enrolment – preparation for new student

- (g) Adjustment of enrolment agreement, as required, in response to change of circumstances

8 ENROLMENT AT ILLAWARRA CHRISTIAN EDUCATION

(Illawarra Christian School & Calderwood Christian School)

The enrolment process is a contractual negotiation, and is deemed to commence at the stage of any inquiry, formal or informal.

8.1 Enrolment Enquiries

All enrolment enquiries are to be directed to the School Registrar , or the Principal/ Deputy Principal.

8.2 Enrolment Criteria

Enrolment decisions are guided by the following criteria:

(a) Commencement at the school

- (i) Into Prep - Prep children shall have turned 3 years of age by the 30 April.

The school shall not enrol children into Prep unless an Immunisation History statement indicates that they are fully vaccinated.

- (ii) Students enrolling in Kindergarten must turn 5 by 30th April of the year they start school. Students enrolling in Year 1 must turn 6 by 30th April. There is no minimum age requirements for other classes.

- (iii) Into other years – according to other enrolment criteria of the school.

The Principal, or his/ her delegate, may make enquiries from the child's previous school.

(b) School readiness, relevant to the age of the student, including:

- Social maturity
- Ability and attitude to learning
- Emotional stability
- Coordination skills (particularly children into Kindergarten)

(c) Other factors

- Class size/s affecting all students seeking enrolment
- The current make-up of the class
- The ability of the School to provide optimal learning environment for the child's educational, social, physical and emotional needs
- Parents' commitment to the aims of the School

(d) Enrolment priorities

When an application for enrolment is received and receipted, it is added to the appropriate waiting list according to a priority category as listed below:

The priority categories, in order, are:

1. Full members of the Association who have children attending the school.
2. Full members of the Association who do not have children attending the school.
3. Associate members of the Association who have children attending the school.
4. Associate members of the Association who do not have children attending the school.
5. Parents who are committed to Parent-Controlled Christian Education transferring from another Christian school and who are eligible for full membership of the Association
6. Parents who are neither full members nor associate members of the Association and who have children attending the school.
7. Parents who are professing Christians, defined as those who attend church at least monthly, who sign on the enrolment form to indicate that they accept and personally believe the statement of faith, and whose application is accompanied by a reference from the minister of their church.
8. All other families.

Where two or more applicants, in consideration of the above categories, have equal priority if the position cannot be filled from a higher category, the earliest date of application for enrolment will take precedence.

Exceptional circumstances may arise from time to time where adherence to the priority categories may be overridden by the Board. All recommendations to override the priority changes must be presented to the board along with supporting information.

(e) **Minimum Christian Percentage**

The Board will seek to ensure that a minimum percentage of enrolments for each year come from Christian families. These are families who satisfy the requirements for membership or entry into priority 7 on the waiting list. Use the following as guidelines:

- Each class from Prep to year 3 should aim to have a minimum of 75% of students from Christian Families
- Each class from year 4 to year 12 should aim to have a minimum of 85% of students from Christian families.
- High School students coming from other families but who make a credible confession of their own Christian commitment are to be included in the Christian category. They must attend church regularly, which can include attendance at a church youth group. Their application must include a reference from their church testifying to their Christian commitment. The reference must be signed by a recognised Minister of the church. Such students will be interviewed at the parent interview.

It is desirable that new students entering Senior High School be Christians or be from a Christian family.

In special circumstances the Board may approve a temporary reduction in the minimum Christian percentage for a class. It is expected that the class would return to the normal minimum Christian percentage by filling subsequent vacancies from Christian families.

The number of positions in a class available to students from other families who do not meet the Christian criteria is calculated on the maximum class size, rounded up to the nearest whole number. For double streamed classes, this calculation is performed on the total maximum size of both classes combined.

The following table shows the number of positions available in a class to students from other families, according to class size.

Total class size	Positions available to students from other families – Year 3 and below	Positions available to students from other families – Year 4 and above
24	6	4
30	8	5
32	8	5
38	10	6
48	12	8
52	13	8
56	14	9

8.3 Conditions of Enrolment

(a) Immunisation

- (i) Children shall not be enrolled into Prep unless an Immunisation History Statement indicates that they are fully immunised.
- (ii) Students enrolling in Primary or Secondary school are asked to provide:
 - an Australian Immunisation Register (AIR) Immunisation History Statement – fully immunised child, according to the current NSW Immunisation Schedule;OR
 - AIR Immunisation History Form – for a child on an approved catch-up schedule.
- (iii) A student may be enrolled in Primary or Secondary school if an immunisation certificate is not provided, or if they are not fully immunised; however, they may be excluded from school in the event of an outbreak of a vaccine-preventable disease; or if they come into contact with a person with a vaccine-preventable disease, even if there is no outbreak at school. (Public Health Act)
- (iv) The school shall notify the public health unit if an enrolled child has a vaccine-preventable disease; or if it is reasonably believed that an

unimmunised enrolled child has come into contact with someone who has a vaccine-preventable disease.

- (v) Parents are encouraged to complete their child's immunisation schedule.
 - (vi) Where immunisation has occurred overseas, parents should take their records to their GP who will report to the Australian Immunisation Register (AIR).
 - (vii) The school shall maintain a Register of Immunisation for all students enrolled into Prep; and a Register of Immunisation for Primary and Secondary students.
- (b) The Enrolment Application Form requires parents to agree to the following conditions of the school:
- Accept rules governing the school and the authority of the Board and Principal
 - Their child will share fully in the life and programs of the School, including sporting events, devotions, biblical studies, assemblies, camps and excursions, which are all activities integral to the curriculum of the school
 - They will provide the child with all additional equipment which may be required from time to time to enable the child to benefit from the education offered
 - They will provide the correct school uniform, as described in the School Uniform Code, and ensure the child wears it
 - They will uphold in every way possible the School's authority to administer discipline in accordance with the Discipline Policy
 - They will respect the right of the Principal and Board to suspend or expel any student who does not comply with the stated policies of the school; or who threatens the welfare, reputation and respect of other pupils, other people, or the school in general
 - Executive teachers have the right to search a student's belongings if deemed necessary
 - All fees will be paid in accordance with the School's Fees Policy, Financial Agreement and any other agreement made with the Business Manager
 - Non-payment of fees may result in a student's enrolment being suspended; the school may pursue collection of outstanding fees
 - One term's notice shall be given of withdrawal of a student; or the school may charge fees in lieu of notice

- Permission to publish student photos / work unless permission is specifically denied
- Understanding that the school will disclose their personal information to State and Federal government departments, as required by law

8.4 Enrolment Contract

In agreeing to enrol their child/ children at the School, parents enter into a contract with the School to comply with the School's terms of enrolment, as outlined in the school policies.

These include:

- the provision of all necessary information required by the school for student well-being and education, and as required by legislation
- agreement with the school's Conditions of Enrolment (above)
- payment of fees according to the Financial Agreement
- and agreement with other requirements of the school

Parents are required to provide information regarding:

- Any special needs of their child
- Any Parenting or Restraint Order that applies to the prospective student/s and parent/s
- Full disclosure of details of any incidents or disciplinary action taken at the student's previous school

In the event of information relevant to the enrolment process being withheld, the School reserves the right to refuse or terminate the enrolment process on those grounds.

The Enrolment Contract comprises the Letter of Offer of a Place at the school, and the Financial Agreement, signed by both parties.

8.5 Special Considerations

(a) Adjustment to Enrolment Agreement

Where a child has particular needs, or family circumstances indicate the necessity, the school will consult with parent/s, and other specialists if required, to determine a plan to facilitate the enrolment and education of a child at either Illawarra Christian School or Calderwood Christian School.

The agreed provisions will form part of the Enrolment Agreement between the school and the parents.

Examples are: flexible enrolment as part of a Return to School Plan for a student with health needs; partial enrolment of a student into a VET course only.

(b) Assessment for Additional Support

Learning assessment may be offered prior to enrolment where information provided by parents suggests that additional support may assist a student in their studies.

An appointment will be made for a suitable time for a Learning Support Coordinator to meet with the child.

Age-appropriate information will be collected to determine the scope and extent of educational support required.

8.6 Requirements for Continuing Enrolment

Continued enrolment depends on the conditions of the enrolment agreement being met. (See also: Attendance Policy)

In summary, these are:

- Student compliance with School Rules and Student Code of Conduct, or successful behaviour modification as set out in Discipline Policy
- Timely payment of fees, or new Financial Agreement arranged with the Business Manager
- Continuing agreement with school ethos and policies, and commitment to the aims of the school

8.7 Probationary Enrolment

The School reserves the right to offer probationary enrolment if circumstances seem to warrant this concession.

The probationary enrolment shall be for the period of one term, with review; and will be assessed by the Deputy Principal, in consultation with relevant staff. (See Discipline Policy)

8.8 Register of Enrolment

(a) The school shall maintain a Register of Enrolment, according to NESA requirements (RANGS Manual refs: 3.6.2, 3.8); and including:

- Student name, age, address
- Parent names/ contact details
- Date of enrolment/ leaving/ destination of student
- Previous school/ pre-enrolment of children over 6 years of age
- Place of birth/ language spoken at home

- (b) The Register of Enrolment is maintained on the school's LMS and SDS.

8.9 Reporting

- (a) The school Business Manager and Principal report to the Board re: student enrolments and departures.
- (b) The school's Annual Report shall include the full text of its Enrolment policy, plus all prerequisites for continuing enrolment; as well as any changes made to the Enrolment policy within the reporting year. (RANGS Manual ref: 3.10.1)

8.10 Records

- (a) The Register of Enrolment is retained at least 5 years before archiving. (RANGS Manual ref: 3.8)
- (b) Information entered into the school's database is maintained indefinitely.
- (c) Hard copy files are securely archived, with access limited to authorised personnel.
- (d) Immunisation certificates shall be retained for 7 years after the child has left the school.

9 PROCESS OF ENROLMENT

9.1 Promotion of the School

- Website
- Social Media
- Advertising
- Open days
- Word of mouth

9.2 Applications

1. Upon enquiry an Enrolment Pack is sent out.
2. Applications are accompanied by an application fee per student.
3. Each application is acknowledged and receipted by email or phone call.
4. All accompanying information must be included as listed in application e.g. Birth certificate, school reports, NAPLAN etc.
5. The School requires full disclosure of any educational or behavioural issues, or incidents resulting in disciplinary action, at the student's previous school.

6. Parent/ guardian and child details, and contact information, entered into database.
7. Enrolment Application forms for a child who is not subsequently enrolled will be maintained for the remainder of the year of proposed enrolment with parents' permission, in case of later enrolment. Unacted applications will be securely destroyed after this time. (Privacy Policy)
8. Pre-enrolment Personal Information is entered on (*database*) to facilitate enrolment. Sensitive Information is not entered until enrolment is finalised.
9. Early applications to register for Enrolment in a future year are kept until the date for enrolment of the child into Prep or Kindergarten.

9.3 Interviews

1. The School Registrar arranges interview with family, student/s and Principal. .
2. Interview Panel consists of: Principal or Deputy Principal; plus another staff member if required.
3. The Interview Panel conducts interviews according to the School's selection criteria, following questions on the (Enrolment Interview form). The process aims to assist parents to make the best decision for their child's schooling.
4. The Interview Panel may request further information or testing to adequately consider the Enrolment Application.
5. Other interviews may be arranged as required, e.g. Learning Support Coordinator.
6. An arrangement regarding payment of fees is organised with the Business Centre.

9.4 Following the Interview

1. Parents are requested to take time to consider all the information they have received.
2. The School will decide to accept the enrolment application, or not.
3. The School Registrar will contact the parents upon the next business day to inform them of the School's decision.
4. The decision of the School shall be confirmed by letter.
5. An offer of a place at the School is confirmed by parents signing the Terms of Enrolment.
6. Upon acceptance of the offer of enrolment by the parents, the Registrar will begin the process of informing staff and preparing for the new student.

9.5 Offer of School Placement

The letter of confirmation contains the start date; and additional forms which need to be completed and returned to the school:

- Enrolment Confirmation to be signed and returned to the school Payment Plan Term Dates
- Uniform Code

- VET enrolment package, if required

9.6 Acceptance of Offer

- (a) Parents accept a place for their child/ children by signing the Enrolment Confirmations and supplying any additional information required. This will establish their agreement to support the school rules and policies, to pay the school fees, to accept the Enrolment Terms and the consequences of suspension or termination.
- (b) If a parent withholds information relevant to the enrolment process, the School reserves the right to refuse, or terminate, the enrolment on those grounds.
- (c) Offers of enrolment cannot be deferred.

9.7 School Experience Days

The school may organise Experience Days for prospective students into a specific year group at school. The day is designed to introduce students to the facilities and range of programs offered at the school.

These days will be made available to enrolled students; or where an Application to Enrol has been received by the school.

9.8 PROCEDURE: Administration of New Enrolment

(a) School Registrar

1. Ensure all relevant paperwork is received.
2. Notify Pastoral Care Year Coordinator/class teacher of student details/ start date.
3. Advise all staff of new student. (email)
4. Notify relevant staff of any special health/ disability issues, and plan for special training/ resources/ modifications which need to be made.
5. Generate student file (hard copy) including application form/ student reports/ interview notes.
6. Add student's immunisation history to Register of Immunisation.
7. For mid-term intakes, the following need to be informed by email:

Library: to ensure student in system for borrowing

Front Office: to finalise student on roll for start date

Deputy Principal: to enter NESA data in system, if applicable

Business Centre: to create debtor file. Enter data into database.

IT Manager: for student access, once computer agreement is returned.

School Psychologist: to meet new student in first week.

8. For secondary student, liaise with Deputy Principal re: subject selection and notification of individual subject teachers.
9. If consent for photographs not given, add name to 'Non Consent' file (G:Privacy) and inform relevant staff.
10. Arrange for new student welcome at Front Office on the first day.
11. Provide opportunity for feedback from parents about how the new student is settling in. Pass feedback to class teacher.

(b) Deputy Principal/ Pastoral Care Coordinator

1. Liaise with secondary teachers about new student's subject choices & availability of class placement.

(c) Business Centre:

1. Raise fees in database; produce statement, liaise with family re: payment plan for fees.
2. Front Office
3. Ensure new student data processed for rolls/ medical alerts etc
4. Completed student file secured in locked cabinets

(d) Class Teacher

Check SEQTA (*database*) entry for new student

9.9 PROCEDURE: Change to Enrolment Agreement

From time to time, contractual elements of a student's enrolment change e.g. guardianship, fee payments, Court orders, enrolment conditions. These changes may trigger the need for a new Enrolment Agreement, at the school's discretion.

The well-being of the student is the priority of the school.

(a) Change to the Student's Guardianship Arrangement

Changes must be notified to the school in writing, as soon as practicable.

The Principal, Deputy Principal, School Registrar and Pastoral Care Coordinator will meet with the student's guardian to discuss matters which impact the well-being of the student, and complete a new Enrolment Agreement, if applicable.

(b) New Court Order

A copy of any new Court Order which affects a student must be provided to the school as soon as practicable.

The school may require a meeting with the parent/s to discuss the changes.

Any change required to the Enrolment Agreement will be made in consultation with the Principal and Section Coordinator.

(c) Change to Financial Agreement

All requests for a change to a Financial Agreement shall be made to the Business Manager.

A meeting will be arranged to discuss the changes, and a new Financial Agreement drawn up if required.

(d) Change to Enrolment Conditions

Some circumstances may indicate a need for a change to enrolment conditions, i.e. partial enrolment. An interview will be held between parents, the Principal, the Deputy Principal if required, and the School Psychologist or relevant Pastoral Care Coordinator, to determine the best arrangement for the student.

If appropriate, a new Enrolment Agreement may be drawn up.

(e) School Registrar notifies changes to:

- Finance Assistant – student details; fee arrangements; school reports
- Front Office staff – emergency contact details

- (f) Pastoral Care Coordinator notifies relevant changes to:
- Pastoral Care teacher
 - Other teaching staff

9.10 PROCEDURE: Student Departure From the School

- (a) Parents are required to give notice in writing, including their child/ren's details, and their destination: another school, TAFE study, apprenticeship/ traineeship etc.
- (b) Students leaving school before the age of 17 years to pursue an apprenticeship are required to have their parents complete the Application for Exemption from Enrolment at School form, and return it to the Principal. (Overseen by Senior School Coordinator)
- (c) Parents are required to give at least one terms written notice of termination of enrolment. For prep families, two weeks notice is to be given. Failure to do so will render parents liable for the payment for one terms fees unless there are mitigating circumstances acceptable to the Board.(Fees Policy)
- (d) Where a staff member becomes aware that a student may be leaving, but notification has not been given to the school by parent/s, inform Enrolment Officer, Pastoral Care Coordinator, Principal and Deputy Principal.
- (e) School Registrar:
- Phones parents to confirm, and request notice in writing
 - Sends letter with departure form to finalise administrative matters including request for return of school property (eg. Library books, textbooks), and statement of fees owing
 - Student destination recorded on database; student file
 - Student records completed and filed; removed from current database; register of enrolment
 - Student departure and destination reported to Board
 - Information forwarded to new school upon request
- (f) Deputy Principal
- Reports feedback from parents to Principal, Pastoral Care Coordinator/s, other relevant Executive members and to the Board in monthly report

- (g) Deputy Principal:
- Phones parents as an exit interview regarding educational issues, feedback, and potential solution to any problems which have arisen
 - Records information in database; and notifies other executive members that it has been logged
 - NESA registration changed for students in Years 10-12
- (h) Departure Pack
- Departure Form
 - Checklist
 - Statement of fees owing
- (i) Student leaving school at the end of Year 12 completes an Exit Survey, organised by Year 11 -12 Pastoral Care Coordinator.
- (j) Where students under 17 years of age leave school and their post-school destination is unknown, the school will complete the Student Destination Unknown form for the DEC Home School Liaison Officer.

10 DOCUMENT AND FORMS

Student Medical Form	Term Dates
Student Code of Conduct	Uniform Code
School Rules	Application for Exemption from Enrolment form
Terms of Enrolment (Acceptance of offer)	Student Destination Unknown Form
Financial Agreement & Direct Debit Authority	Register of Immunisation

Enrolment Pack/Enrolment information

All relevant enrolment information is provided online or supplied at the time of the enrolment enquiry.

Checklist of Evidence of Compliance

Policy Ref	Evidence	School Doc	File Location	Reference	Check
6.f 8.8 8.10a	Register of Enrolment - Student name, age, address - Parent names/ contact details - Date of enrolment/ leaving/ destination of student - Previous school/ pre-enrolment of children over 6 years of age - Place of birth/ language spoken at home - Destination unknown of student under 17 years of age			RANGS 3.6.2; 3.8	
6.c 7.c 8.3b 9.2	Enrolment Application: - Student name, age, address - Parent names/ contact details - Date of enrolment/ leaving/ destination of student - Previous school/ pre-enrolment of children over 6 years of age - Place of birth/ language spoken at home - terms & conditions - fee arrangement - parenting arrangements/ Court Orders - behaviour issues from previous school				
6.b 8.2.a.i 8.3.a	Immunisation history			NSW Public Health/ immunisation	
above	Register of Immunisation				
7.d; 8.5.b 9.3.5	Additional needs of child - adjustment to Enrolment Agreement - Learning Support			Welfare Policy T&L: Learning	

7.h; 8.5.a				Support Policy	
7.d 9.3	Interview	Procedural fairness			
8.4; 9.4.5; 9.5	Letter of Offer/ Decline				
9.6	Signed Letter of Offer				
9.8.a	Student Records file				
9.5	Medical Plan (IP)			WHS: Significant Medical Needs Policy	
	Appeals				
7.e	Decisions				
	Complaints				

11 APPENDIX A

LEGAL OBLIGATIONS AFFECTING ENROLMENT POLICY

- (A) **Commonwealth ‘Disability Discrimination Act 1992’, and ‘Disability Discrimination and other Human Rights Legislation Amendment Act, 2009’** – defines ‘unlawful discrimination’ as discriminatory action taken for a ‘prohibited reason’ in a relevant area of activity. This includes education, and ‘educational authorities’, defined as bodies or persons administering ‘educational institutions’.

Disability Discrimination Amendment Act 2005

‘Disability Standards for Education 2005’ www.deewr.gov.au

A disabled child has the right to seek admission and enrol on the same basis as prospective students without disability including the right to reasonable adjustments.

The School has requirements to:

- Take reasonable steps to ensure that the enrolment process is accessible.
- Consider students with disability in the same way as students without disability when deciding to offer a place.
- Consult thoroughly with the parents/guardians and prospective student about the effect of the disability on their ability to seek enrolment; and any reasonable adjustments necessary

- Accurately assess and realistically cost alterations which may be needed to accept the enrolment
 - Obtain independent expert assessment
 - Don't assume the exemption provision will apply to your School ('unjustifiable hardship')
 - Eliminate harassment and victimisation
- (Disability Standards for Education 2005 Guidance Notes')

About the Disability Standards for Education 2005

The Standards provide clarity and guidance about the rights of students under the DDA. They specify how education and training services are to be made accessible to students with disabilities at all stages of the education and training process.

Standards Part 4 - enrolment in an educational institution and participation in the courses or programs, and use of services and facilities, provided by an educational institution

Standards Parts 5 & 6 - participation in educational courses or programs that are designed to develop their skills, knowledge and understanding, including relevant supplementary programs

Standards Part 7 - accessing student support services provided by educational authorities and institutions, including access to specialised services needed for them to participate in the educational activities for which they are enrolled

The following terms are important:

- On the same basis - a student with disabilities must have opportunities and choices, which are comparable with those offered to students without disabilities. This applies to: enrolment; participation in courses or programs; and use of facilities and services.
- Consultation – with student and parent/ guardian about effect of disability in relation to courses and teaching, and any reasonable adjustments necessary to help the student access and participate in education and training.
- Reasonable adjustment - education providers have an obligation to make reasonable adjustments to accommodate the needs of a student with disability; and to consider the interests of all parties affected, including the student with disabilities, the education provider, staff and other students.
- Unjustified hardship - the Standards do not require changes to be made if this would impose unjustifiable hardship on the education provider. All relevant circumstances are to be taken into account when assessing unjustifiable hardship including: benefit or detriment to any persons concerned; disability of the person; financial circumstances of the education provider.

However, the exception of unjustifiable hardship does not apply to harassment or victimisation.

IMPORTANT:

The first inquiry (formal or informal) made by a parent/ guardian is deemed to be the commencement of the enrolment process.

(B) Commonwealth 'Family Law Act 1975' and any amendments

'Parental responsibility' (Family Law Amendment Act 1995) means that both parents are responsible for care, welfare and development of their children

Unless there is a Court Order to the contrary, both parents are responsible for deciding how they want their child educated, for keeping informed on their child's educational progress, and for consulting with the School their child attends.

Therefore, provided there are no Court Orders to the contrary, the School must:

- Seek to contract with both parents
- Indicate in the contract that if both parents sign, they are jointly liable to pay the School fees;
- Recognise in the contract that both parents are entitled to receive communications about their child's education
- Any member of the School staff who assists one of the parties to contravene a Court Order will be deemed to have contravened the Court Order themselves

(C) 'Federal Privacy Act 1988'

Each School must comply with the thirteen Australian Privacy Principles (APP's).

Ensures that personal information held about an individual is:

- Only collected when it is needed in order for the School to meet its obligations & fulfil its functions
- Only used for the primary purpose for which it was collected
- Handled and stored with regard for an individual's privacy
- Available for the individual to view and correct where relevant
- Only disclosed when required by law, or with the consent of the individual who provided the information

'Sensitive information': includes information about racial/ ethnic origin, political opinion, religious/ philosophical beliefs, sexual preferences and health information.

Don't collect sensitive information unless:

- With consent (parents can consent on behalf of child)
- Required by law to collect such information (such as may be required to fulfil School's common law duty of care)
- To avoid or lessen the threat to a child's life or health (medical information)

Consent must be obtained to use a child's photograph in school publications, or for details to be included in a school directory at the time they sign the enrolment contract. You must phrase these questions in such a way as to allow the parent/ guardian to opt out in specified circumstances only.

MCEEDYA (Ministerial Council for Education, Early Childhood, Development and Youth Affairs) – produces the 'Data Standards Manual: Student Background Characteristics' from information schools are required to obtain by the Education Ministers of each State. (ACARA – Australian Curriculum Assessment & Reporting Authority)

Maintaining and Storing Information

Reasonable steps must be taken to ensure information held is accurate and up-to-date.

Information must be stored securely; and destroyed or the identity removed when it is no longer needed.

(D) Common Law Duty of Care

Common law Duty of Care allows the collection of information about children enrolled in the School, in order to care for them whilst under the supervision of the School.

This applies to:

- the collection of medical information during the enrolment process;
- informing any staff who may need to act on the information (including any training necessary to manage the condition or equipment used in managing the condition);
- consideration in any plans or school activities as they affect the child

(E) Australian Consumer Law 2011

Competition and Consumer Act 2010

The Act includes provisions dealing with corporations misrepresenting themselves in some way.

Misleading Advertising – conduct relating to acts, omissions or silence that could lead a person to form an erroneous conclusion (likely to mislead or deceive a consumer). Schools cannot make misleading claims about the subjects or programmes that are offered, the nature of facilities, or the capacity of the School to cater for children with special needs

A claim of misleading information may be based on: material viewed on a website; online content such as advertising; written materials; business conduct; information on the Internet about the business, products or services; claims made by staff members, etc.

A court decision regarding an ‘erroneous conclusion’ will take into account a cross-section of the public who may come into contact with the information, and why the person reached the erroneous conclusion.

(F) Contract Law

There are two contracts involving the School in the enrolment process:

- Pre-Enrolment Contract: the School offers to consider the student for enrolment; the parents accept this offer by completing and lodging the Enrolment Application Form and paying the Enrolment Fee.

This contract ends when the application is rejected, or a place is offered.

- Enrolment Contract: the School offers the student a place at the School; the parents accept the offer by signing the Statement of Commitment, accepting the Terms of Enrolment and agreement to pay School Fees.

This contract ends when the student leaves the School at the end of the School programme, or the contract is terminated by the student’s being withdrawn, or the terms and conditions of the agreement are breached.