



Enrolment Policy

RANGS 3.6.2

Version 7.4

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Version History

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7.1	July 2018	Amendments re: Enrolment Criteria; changes to Privacy laws; re-formatting; new Policy statements; 8.3a Addition of requirements re: immunisation of students
7.2	Feb 2019	Addition to Enrolment Criteria re full year level enrolments
7.3	Jul 2020	Reviewed and updated with current procedures
7.4	Jan 2021	Amended enrolment procedure for Pre-Kindy, Kindergarten and Year 7

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VISION STATEMENT

A Christ centred learning community exploring and impacting on God's world

MISSION STATEMENT

To assist parents in the nurture of their children, by providing a Christ-centred, biblically grounded, culturally engaging and academically rigorous education that instils hope and equips children to live for God's glory

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Important related documents:

Enrolment Support Documents
School Fees Policy
Privacy Policy
Attendance and Exemptions Policy

Student Code of Conduct
School Rules
Behaviour Management Policy
Complaints Framework

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 2019, (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

Richmond Christian College (RCC) exists to partner with parents and guardians in the education of students from Pre Kindy 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.

The School's aims and objectives are found on the school website along with additional information about the School. 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 programme 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 RCC'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

This document sets out the policies and procedures of Richmond Christian College (“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	
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
Maintain Register of Enrolment	School Pro
Report to the School Board	Board reports
Administration Officer	
Promotion of the school to potential enrolling families	School promotion material; Enquiries
Receive and process enrolment enquiries and applications	Hard copy forms; Trello; School Pro
Coordinate enrolment interviews	Calendar
Maintain enrolment documentation	Hard copy files; School Pro
Advise administration and teaching staff in preparation for new enrolments to the School	Email
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 Assistant	
Process new enrolments	School Pro; records
Head of School/Teaching Staff	
Preparations for the incoming student	School Pro
Parents and Students	
Comply with the Terms of Enrolment	Signed Enrolment Contract & Fee agreement Signed Student Code of Conduct & School rules; Statement of Faith
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' – Richmond Christian College, also referred to as 'RCC'
- 'The Board' – the governing board of RCC, comprising its Chairperson, Executive and members
- '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) An application to enrol does not guarantee a place at the school.
- (c) 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.
- (d) Review of an enrolment contract may be made if changed circumstances warrant a revision.
- (e) The school will maintain a Register of Enrolments.
- (f) The school collects information required by legislation, regulations and for the purpose of providing education to students.
- (g) 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.
- (h) The school's Annual Report contain the text or a link to the Enrolment policy; and details of changes made during the reporting year.
- (i) 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 Enrolment Form, with all relevant information provided; interview booked
- (d) Enrolment interview – with Principal and appropriate Head of School; with learning support teacher, if required
- (e) Decision – family given time to consider; interview panel decision notified to family
- (f) Completion of enrolment – enrolment contract and supporting documents and financial agreement signed
- (g) Administration of new enrolment – preparation for new student
- (h) Adjustment of enrolment agreement, as required, in response to change of circumstances

8 ENROLMENT AT RICHMOND CHRISTIAN COLLEGE

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 Administration Officer, the Principal's Assistant, or Principal.

8.2 Enrolment into Pre-Kindy, Kindergarten and Year 7

Enrolment applications will be received for these year levels in the year preceding enrolment. All interviews for applications received will be conducted in a block in Term 2. At the conclusion of all the interviews letters of offer will be sent to the accepted enrolments and any unsuccessful applicants notified. Applications received after Term 2 will be assessed on an individual basis according to vacancies and the enrolment criteria.

8.3 Enrolment Criteria

Enrolment decisions are guided by the following criteria:

- (a) Commencement at the school
 - (i) Into Pre-Kindy - Children enrolled into Pre-Kindy is recommended to have turned 4 years of age by the 31 May in the year prior to enrolment in Kindergarten. This does not guarantee enrolment into Kindergarten.
 - (ii) Into Kindergarten - A child entering Kindergarten is recommended to be five years of age by the 31st March of the year of commencement.
 - (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
 - Co-ordination skills (particularly children into Kindergarten)
- (c) Other factors

All enrolment decisions will be at the discretion of the Principal with referral to the Board when necessary. The following criteria will be taken into account when considering applications for enrolment.

- (i) Family agreement to uphold RCC's Biblical ethos and constitution
- (ii) The provision of a sound Christian education primarily for the children of Christian parents
- (iii) The impact of the enrolment on the welfare of each student, class and the whole school community. Including consideration of:

- Relevant social, emotional and mental health records
 - Satisfactory previous school behaviour and record
 - Satisfactory previous school reports
 - (iv) Stewardship of available resources to ensure the viability of the whole school community
 - (v) The ability of the School to provide optimal learning environment for the child's educational, social, physical and emotional needs. Including consideration of:
 - Class size/s affecting all students seeking enrolment
 - The current level of need of individual students in the class
 - (vi) Maintenance of a predominantly Christian community. Including consideration of:
 - Parents commitment to the aims of the School
 - (vii) Consideration of existing laws and regulations
 - (viii) Enrolments into Stage 6 must have confirmation certification with regard to students having completed the NESA requirements for the award of a RoSA
 - (ix) Where there are no vacancies in a year level, a list of approved enrolment applications will be maintained and positions offered according to the enrolment priorities as vacancies become available.
- (d) **Enrolment Priorities**
- In the event that enrolments need to be prioritised, and applications comply with all other enrolment criteria, preference will generally be given in the following order:
1. Siblings of existing students
 2. Children of staff
 3. Children transferring from other Christian schools
 4. Children applying from church families
 5. Children enrolling from non-Christian schooling
- at the discretion of the Principal with referral to the Board where necessary.
- (e) **Class Sizes**
- It is the Board's desire to maintain low class numbers. In special circumstances approved by the Board following consultation with the Principal and Executive class sizes may be varied. The maximum size of a class may also need to be reduced because of physical room restrictions and learning needs of students in the classroom.
- (f) **Minimum Christian Percentage**

The Board will seek to maintain a minimum 60% of all enrolments from Christian families. These are families who satisfy the requirements for membership of the Association.

(g) Schools Ability to Meet the Needs of the Student

A key consideration for enrolment is the capacity of the school to cater for the specific needs of the individual student, both in the short and long term. As a Christian community we have a responsibility to seek to provide each student with the opportunity to develop to their God given potential. The school will endeavour to make reasonable adjustments to learning where required.

8.4 Conditions of Enrolment

(a) Immunisation

(i) Students enrolling in RCC 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.

(ii) A student may be enrolled 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)

(iii) 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.

(iv) Parents are encouraged to complete their child's immunisation schedule.

(v) Where immunisation has occurred overseas, parents should take their records to their GP who will report to the Australian Immunisation Register (AIR).

(vi) The school shall maintain a Register of Immunisation for all students in School Pro

(b) The Enrolment Acceptance documents require 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 Policy, and ensure the child wears it
- They will uphold in every way possible the School's authority to administer discipline in accordance with the Behaviour Management 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
- All fees will be paid in accordance with the School Fee's Policy, Billing Information and any other agreement made with the Finance Officer
- 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 (ie ten school weeks) shall be given of withdrawal of a student; or the school may charge fees in lieu of notice
- They will be encouraged to participate in all areas of the school
- Permission to publish student photos/work in school publicity including advertising, internet and year book, unless permission is specifically denied
- Understanding that the school will disclose their personal information to State and Federal government departments, as required by law

8.5 Enrolment Contract

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

These include:

- the provision of all necessary information required by the school for student well-being and education, and as required by legislation including specialist reports, diagnoses and previous school reports
- agreement with the school's Conditions of Enrolment (above)
- payment of fees according to the Billing Information
- and agreement with other requirements of the school

Parents are required to provide information regarding:

- Any special needs of their child including existing diagnosed conditions or other concerns
- 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 includes the Letter of Offer of a place at the school, and the Billing Information, signed by all parties.

8.6 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 RCC.

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 the Learning Support Teacher to meet with the child.

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

8.7 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 academic expectations, School Rules and Student Code of Conduct, or successful behaviour modification as set out in the Behaviour Management Policy
- Timely payment of fees, or new Billing Information arranged with the Finance Officer
- Continuing agreement with school ethos and policies, and commitment to the aims of the school

8.8 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 Principal, in consultation with relevant staff. (See Behaviour Management Policy)

8.9 Temporary Enrolments

It is not normal policy to have temporary enrolments, however under exceptional circumstances the Board may approve an increase in class sizes to accommodate temporary enrolments. This provision is made primarily to accommodate families in full-time ministry who are on short-term leave but may apply to overseas students and exchange students.

8.10 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
 - Destination unknown of student under 17 years of age
- (b) The Register of Enrolment is maintained on the school's School Pro data base.

8.11 Reporting

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

8.12 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 3 years after the child has left the school.

9 PROCESS OF ENROLMENT

9.1 Promotion of the School

- Website/Facebook
- Advertising
- Open days
- Word of mouth

9.2 Applications

1. Upon enquiry an Enrolment Pack is sent out including the Enrolment Form, Statement of Faith, School Information Brochure and Fee Schedule .
2. All accompanying information must be included as listed in application e.g. Birth certificate, school reports, NAPLAN etc.
3. The School requires full disclosure of any educational or behavioural issues, or incidents resulting in disciplinary action, at the student's previous school.
4. Parent/ guardian and child details, and contact information, entered into Trello.
5. 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)
6. Pre-enrolment Personal Information is entered on School Pro to facilitate enrolment. Sensitive Information is not entered until enrolment is finalised.
7. Early applications to register for Enrolment in a future year are kept until the date for enrolment of the child into Pre Kindy or Kindergarten.

9.3 Interviews

1. Administration Officer arranges interview with family, student/s with Interview Panel.
2. Interview Panel consists of: the Principal; relevant Head of School; plus another staff member, if required.
3. Interview Panel conducts interviews in line with this policy. 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 Teacher.
6. An interview is arranged with the Finance Officer to arrange payment of fees.

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 Administration Officer 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 Enrolment Contract and other enrolment documents.
6. Upon acceptance of the offer of enrolment by the parents, the Administration Officer 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 Contract
- Student Code of Conduct and School Rules
- Billing Information and Direct Debit Authority (if applicable)
- Subject selection information for students in Year 9 or higher
- Computer User Agreement (mid-term intakes) for K-6 students
- Chromebook Note for Secondary students
- Documented agreed adjustments (if any) the school will make to accommodate student's needs
- VET enrolment package, if required

9.6 Acceptance of Offer

- (a) Parents accept a place for their child/ children by signing the Enrolment contract 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.

10 ENROLMENT PROCEDURES

10.1 Administration of New Enrolment

(a) Administration Officer & Assistant

1. Set up checklist on Trello for return of paperwork.
2. Notify Head of School and homeroom/ class teacher/s of student details and start date.
3. Advise all staff of new student (email)
4. Generate student file (hard copy) including application form/ student reports/ interview notes and enter into School Pro
5. Add student's immunisation history to Register of Immunisation in School Pro
6. For mid-term intakes, the following need to be informed by email:

Library: to ensure student in system for borrowing

Head of Secondary: to enter NESA data in system, if applicable

Finance Officer: to enter data into Xero

IT Coordinator: for student access, once computer agreement is returned

7. For secondary student, liaise with Head of Secondary re: subject selection and notification of individual subject teachers.
8. If consent for photographs not given, add name to 'RCC Publicity Permission Record' file on Google Drive and inform relevant staff.
9. Provide opportunity for feedback from parents about how the new student is settling in. Pass feedback to homeroom/ class teacher.

(b) Head of School:

1. Liaise with secondary teachers about new student's subject choices & availability of class placement.
2. Notify relevant staff of any special health/ disability issues, and plan for special training/ resources/ modifications which need to be made.
3. Liaise with Learning Support Teacher about adjustments if applicable
4. Arrange for new student buddy to be at the Front Office on the first day.

(c) Finance Officer:

1. Raise fees in Xero, produce statement, liaise with family re: payment plan for fees.
2. Once data is finalised in the system, the student file is passed to Front Office staff for filing.

(d) School Office

1. Ensure new student data processed for rolls/medical alerts etc
2. Completed student file secured in locked cabinets

10.2 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, and Head of School 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 Head of School.

(c) Change to Financial Agreement

All requests for a change to the Billing Information shall be made to the Finance Officer.

A meeting will be arranged to discuss the changes, and a new Billing Information completed 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 Head of School if required, to determine the best arrangement for the student.

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

(e) Principal notifies changes to:

- Finance Officer – student details; fee arrangements;
- Front Office staff – student details; emergency contact details

(f) Administration Officer notifies relevant changes to:

- Head of School
- Homeroom teacher
- Other teaching staff

10.3 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 Head of Secondary)
- (c) Parents are requested to give at least 1 full term's notice of a student leaving the school. One term's fees will be charged in lieu of sufficient notice. (School 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 Administration Officer, Head of School and Principal.
- (e) Administration Officer:
- Phones parents to confirm, and request notice in writing.
 - Provides Student Transfer form to finalise administrative matters including request for return of school property (eg. Chrome book, Library books, textbooks), and statement of fees owing.
 - Organises an exit interview with Principal and sends Exit Survey to parents
 - Student destination recorded on School Pro, student file.
 - Student records completed and filed; removed from School Pro register of enrolment.
 - Information forwarded to new school upon request
- (f) Heads of School
- Reports feedback from parents to Principal and other relevant Executive members.
 - NESA registration changed for students in Years 10-12.
- (g) Principal:
- Phones or interviews parents as an exit interview regarding educational issues, feedback, and potential solution to any problems which have arisen.
 - Report to Board any trends, potential problems etc.
- (h) Departure Pack
- Student Transfer Form
 - Statement of fees owing
- (i) 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.

11 DOCUMENTS AND FORMS

Enrolment Pack

- Enrolment Form
- Statement of Faith
- School Information Brochure
- Fee Schedule

Enrolment Acceptance Documents

- Enrolment Contract
- Billing Information

- Student Code of Conduct and School Rules
- Chromebook/Computer Use agreement
- Stationery Requirements (Secondary)

12 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 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 disability 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 disability must have opportunities and choices, which are comparable with those offered to students without disability. This applies to: enrolment; participation in courses or programs; and use of facilities and services.
- Consultation – with student and parent 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 disability, 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 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 publicity, including advertising, internet and year book at the time they sign the enrolment contract. You must phrase these questions in such a way as to allow the parent to opt out.

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 programs 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.

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 Enrolment contract 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.