

# Enrolment Policy

Version 4, Date 2022

Approved by the Principal

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## 1. Purpose of this policy

- 1.1 Gippsland Grammar (the School) is committed to ensuring that students are enrolled in the School in a manner that is fair and transparent. In achieving this standard, the School will ensure comprehensive and accurate information is provided to parents/guardians as they enter into an enrolment agreement with the School.
- 1.2 The School is committed to maintaining accurate records that comply with the School's legal obligations in relation to school enrolment.
- 1.3 The enrolment policy sets out the principles and framework governing the basis on which students are admitted to the School. The policy should be read and understood by parents and those responsible for implementing the policy.

## 2. Principles

- 2.1 The School is committed to ensuring students are admitted to the School in a manner that is fair, transparent and non-discriminatory.
- 2.2 The School will publish clear criteria as the basis on which admissions are made.
- 2.3 The School will provide comprehensive and accurate information about the enrolment process including information about the School, the School's service provision and the School's expectations of parental and student behaviour, so that parents are in a position to make informed choices when entering into an enrolment agreement.
- 2.4 The School values diversity across the School community and this principle shapes the way in which the School's admissions criteria are applied.
- 2.5 The School keeps and retains accurate records of school enrolments that comply with its Commonwealth and State legal and regulatory requirements.

## 3. Aims of the policy

- 3.1 To ensure admission to the School is fair, transparent and non-discriminatory.
- 3.2 To explain clearly the basis on which offers of admission are made.
- 3.3 To specify the information that parents must have when entering an enrolment agreement.

- 3.4 To comply with the requirements of Education and Training Reform Act 2006 (Vic.) and other relevant legislation.
- 3.5 To comply with the requirements of Australian Consumer Law.

#### **4. Legal and regulatory basis for compliance**

- 4.1 Education and Training Reform Act 2006 (Vic.)
- 4.2 Education and Training Reform Regulations 2017 (Vic.)
- 4.3 Victorian Registration and Qualifications Authority (VRQA) Minimum Standards
- 4.4 Equal Opportunity Act (Vic.) 2010
- 4.5 Disability Discrimination Act 1992 (Cth.)
- 4.6 Disability Standards for Education 2005 (Cth.)
- 4.7 Australian Education Act 2013 (Cth.)
- 4.8 Australian Education Regulations 2013 (Cth.)
- 4.9 Education and Care Services National Law Act 2010

#### **5. Key definitions**

The Terms and Conditions of Enrolment Agreement is separate from the Enrolment Policy and from the Application for Enrolment form. As the legal contract between the School and the parent, the Terms and Conditions of Enrolment Agreement also serves a different function from that of a more general marketing prospectus and parent handbook.

- 5.1 The enrolment register is a permanent record of the students admitted to the school. The school is required to implement processes and procedures to ensure that the register is up to date. The enrolment register determines those students for whom attendance must be registered and monitored.
- 5.2 Family – This Policy refers to families as traditional, blended and foster families.
- 5.3 Siblings – A sibling is one of two or more individuals having one or both parents in common. This includes blended families where siblings are a step or half brother or sister.
- 5.4 Old Scholar – An Old Scholar is any past student of:  
  
St Anne's Church of England Girls Grammar School; or  
  
Gippsland Grammar School,  
  
St Anne's & Gippsland Grammar School, or

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- 5.5 Family Holding Deposit (FHD) – The Family Holding Deposit is a payment that is payable upon enrolment of the first child of a family at the School. Families are invited to pay the FHD upon submitting an Application for Enrolment for the student, and this offers priority of a place for a student at Gippsland Grammar. The FHD is paid once for the first child in the family and is non-refundable, except in the event that a waitlist exists for a year level that is oversubscribed and a place cannot be offered. This payment is not applied to a tuition account.
- 5.6 If oversubscribed in one or more year level groups the School will maintain a waiting list. Every effort will be made to give parents realistic advice on their child's likelihood of obtaining a place at the School. In general, places are allocated in the middle of the preceding year. Places not taken up will then be offered according to the priority position on the waiting list.
- 5.7 Within the meaning of the Equal Opportunity Act (Vic.) and the Disability Discrimination Act 1992 (Cth.), schools are not permitted to discriminate on the grounds of disability. The legislation permits an exception to be made in relation to sex, race, religious belief, age or age group.
- Schools, and other organisations, have a positive duty to take reasonable and proportionate measures to eliminate discrimination.
- When enrolling a student with a disability, schools are required to consider what reasonable adjustments need to be made to the learning environment or to the delivery of learning to assist that student.
- 5.8 Schools require proof of age and enrolment name for each enrolment. Such documentation could be in the form of a birth certificate or passport.
- 5.9 Under the Australian Education Act 2013 (Cth.) schools are required to collect Student Background Characteristics Data as part of the school enrolment process and report the data to the VCAA or other testing agent when requested.
- 5.10 The Annual Report to the School Community must include a report on the characteristics of students at the school.
- 5.11 The Australian Education Regulation 2013 (Cth.) (s.37) requires student enrolment records to be retained for seven years after end of school year in which the last entry was made.
- 5.12 Records of enrolment are required for annual data returns for the Australian Government non-government schools census and the Victorian school census under Australian Education Regulation 2013 (s.77).
- 5.13 Legislative privacy requirements govern how personal, sensitive and health information must be collected, used, disclosed and stored as part of the enrolment process. The enrolment agreement makes reference to this via the Privacy Policy.

- 5.14 Schools are required to request and record the immunisation status, called the Immunisation History Statement. We require this information for each student prior to enrolment.
- 5.15 Schools are required to request and record the visa status when enrolling a student on a visa, that is any student who holds, or is a dependent of a person who holds, a permanent, bridging, or temporary visa.
- Schools are also required to request and record the visa status when enrolling overseas students who are those who hold a visa that is specifically related to studying in Australia, or a bridging visa attached to a substantive visa with those provisions.
- 5.16 Exchange students enter Australia on a student visa, for which reciprocity must be maintained. The student is enrolled as a student within the school. In order to run student exchange programs, schools must be registered as a student exchange organisation (SEO) with the VRQA or use an SEO that has been registered with the VRQA.
- 5.17 Students attending the School on a cultural visit enter Australia on a tourist visa, are visitors to the School and are not enrolled students.

## 6. Scope

- 6.1 The application of the policy is relevant to the governing board, the Principal, to school staff and parents.

## 7. Roles and responsibilities

- 7.1 The Principal is responsible for
- a. authorising the enrolment policy and for approving the criteria for admission and approving the terms and conditions contained within the enrolment agreement.
  - b. ensuring the implementation of the enrolment policy is fair, transparent and non-discriminatory and in accordance with commonwealth and state legislation.
  - c. ensuring enrolment agreements are available to parents and that they are administered and recorded accurately.
  - d. for ensuring an enrolment register [and waiting list] is accurately maintained.
  - e. ensuring that the School reports data relating to the characteristics of students at the School to the School community at least once a year.
- 7.2 The Head of Admissions is responsible for
- a. ensuring that procedures are implemented so that parents are guided through the enrolment process from enquiry to admissions

- b. ensuring that procedures are in place to record the basis on which a child does or does not fulfil the admissions criteria together with the School's decision to offer a place or not
- c. ensuring that procedures are in place for the safe and secure management, storage, and retrieval of enrolment data:
  - i. proof of the child's identity, specifically date of birth and enrolment name
  - ii. immunisation status
  - iii. visa status.

## 8. Links to other policies and procedures/protocols

- 8.1 Attendance Policy
- 8.2 Privacy Policy
- 8.3 Record Management Policy
- 8.4 Grievances Policy
- 8.5 Gippsland Grammar Terms and Conditions of Enrolment Agreement

## 9. Communication of the policy

- 9.1 The school publishes its enrolment policy, the procedures, and enrolment agreement on its website.

## 10. Policy review

- 10.1 The School Leadership Team will review the enrolment policy and associated enrolment documents biennially.
- 10.2 The School Board will require the Principal to report on the application of the admissions criteria as part of the Board's discussion of its Annual Report to the School Community.

Version	Reviewed by	Authorised by	Approval Date	Effective Date	Sections modified
1	-	Mike Clapper	2011		
2	Jie Van Berkel	David Baker	Dec 2019	Jan 2020	Payment details
3	Kate Ray	Michele Wakeham	Aug 2022	Aug 2022	All

# Appendix

## Payments – see annual Business Notice for information relating to fees and deposits

- 1.1 Application Fee - payable per enrolment (an amount is used for future membership to Old Scholars). The Application Fee is non-refundable and payable at the time of submitting an Application for Enrolment.
- 1.2 Family Holding Deposit (FHD) - payable on enrolment of first child, not refundable if you do not take a place as offered
- 1.3 School tuition fees shall be for such amounts and shall be rendered at such time or times as determined by the Board of the School (“the Board”) and advised in the Business Notice Applications and Offers.
- 1.4 Applications for enrolment of a student at the School must be:
  - (a) On the required form; and
  - (b) Accompanied by all required supporting documents as listed on the application
- 1.5 Offers of places are made at the discretion of the Principal. The main entry points for student admission to the School are: Early Learning Centre, Foundation, and Year 7. Places will be offered at other levels where vacancies arise.
- 1.6 If students do not proceed into Foundation, the FHD is not refunded unless families move away from the Gippsland region. However, if no places are available for families who have paid the FHD, it will be refunded entirely.
- 1.7 **Priority of Enrolment – Early Learning Centre**

Please note that entry to Reception does not guarantee entry to Transition. If there are more applicants than places at the Transition level, the School will generally observe the following order concerning the priority of enrolment (regardless of participation in the Reception Program):

  1. Children with siblings in Junior School
  2. Those who have enrolled for Foundation and paid both the Application Fee and non-refundable Family Holding Deposit. This must be paid before 30 April in the year prior to entry to be applicable.
- 1.8 **Priority of Enrolment - School**

All enrolments once received are entered onto a waitlist. The School generally observes the following order concerning the priority of enrolment:

  1. Current Students
  2. Siblings of students enrolled at the School.
  3. Children of new families who have paid the Family Holding Deposit.
  4. Children of staff members of the School.
  5. Children of Old Scholars who attended the School for at least one calendar year.
  6. Children remaining on the waitlist after these places are allocated.

This priority is applied at 30 April prior to the student’s year of entry.

All admissions are subject to a satisfactory interview with the Principal, or the Principal’s delegate of the proposed student and parent/guardian. The delegate will then make a recommendation to the Principal about the student’s suitability for admission.

**1.9 Withdrawal of Enrolment**

If a student is withdrawn from the School, one term's notice in writing of the withdrawal must be given to the Head of Admissions. If such notice is not given, one-half term's tuition fees will be payable. This fee in lieu of notice may be waived in certain circumstances by the Principal or the Business Manager.

**1.10 Basis of Discretion and termination of enrolment**

Enrolments and terminations are at the Principal's discretion.

The School reserves the right to refuse the offer of a place in the School where a parent/guardian is not meeting the current commitments with the payment of School fees for siblings currently attending the school.

The School reserves the right to terminate or suspend the enrolment of any student in circumstances including, but not limited to, the following:

- a. Unsatisfactory conduct- students who act in a manner that is deemed by the Principal to be in breach of the School's Values and the Student Behaviour Management Policy may be suspended or have their enrolment at the School terminated. In particular, this applies to student behaviour that involves wilfully or recklessly hurting another student(s), wilfully or recklessly damaging School property, displaying gross disrespect towards a member of staff or the School values or displaying gross disrespect towards another student.
- b. Persistent failure to obey School rules- persistent and consistently disobeying School rules may result in suspension or their enrolment at the School being terminated.
- c. Non-payment of School fees.

Where a parent(s)/guardian(s) acts in a manner that is contrary to the Parent Charter (as outlined in this Policy) and/or poses a threat to members of our School community, the enrolment of all children of those parent(s)/guardian(s) may be terminated. The School will act in the best interest of preserving the safety of the community.

## Gippsland Grammar Parent Charter

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At Gippsland Grammar (the School), we believe that a successful education is based upon a shared understanding and responsibility between the School and the family. The School expects that all parents and guardians will engage positively with the School as partners in the student's education and growth.

The School undertakes to provide a wide range of programs and services for its students. This document outlines some specific things that parent(s)/guardian(s), in return, can do to assist the School in educating their child.

It also outlines the School's key expectations of parent(s)/guardian(s) and our agreed understandings with respect to key matters such as discipline, pastoral care and conflict resolution.

Parent(s)/Guardian(s):

1. must have read and understood the School's Mission and Key Values from the School's Strategic Plan which is available on our school website.
2. must treat others with fairness, courtesy and respect at all times. Parent(s)/Guardian(s) must use courteous and acceptable written and verbal language in all communication with students, staff, and other parents and members of the School community. It is never appropriate to use aggressive or provocative language, ironic or cynical comments, angry or uncontrolled tone, nor insulting, harassing or profane language.
3. are expected, whenever possible, to attend key School functions and involve themselves in the School community.
4. must communicate any concerns directly with the School to the appropriate staff member. Parent(s)/guardian(s) will recognise the damage that gossip can do within a community and avoid uninformed speculation. If concerned, parent(s)/guardian(s) will clarify the matter directly with the School.
5. must not make vexatious complaints. Complaints that are held to be vexatious take up considerable time and resources. Parent(s)/guardian(s) may be asked to fund the legal costs associated with the School investigating or attempting to resolve a complaint held to be vexatious.
6. acknowledge that they understand that the School's Program is an integral part of the educational offering (and not optional). Special requests for a child to be withdrawn for sound educational or personal reasons will of course be considered, but such requests need to be timely – i.e. well in advance of the activity. The general expectation; however, is that all students will attend.
7. acknowledge that they understand the priority of class time and will minimise any student absences and give the School appropriate explanations for any absences, especially if extended. Parent(s)/guardian(s) will also provide adequate advance notice of any planned absences, permission for which should be applied for in writing to the Principal well in advance.

8. must, in order for the School to provide effective and suitable programs for students, provide the School with timely, appropriate, and relevant personal information about their child. This includes information about special needs (educational, health), family developments (e.g. separation, divorce, illness impacting on the child, etc.), specific emotional concerns of the child and contact details. (This information will be dealt with sensitively according to the School's Privacy Policy.)
9. acknowledge and agree that disciplinary matters involving children are often complex. The School strives to make students aware that poor behaviour affects others and make them aware of their responsibility to their School community. Thus the School's primary aim in any disciplinary situation is resolution of the problem, restitution of harmonious relationships, and growth of the individual. The School's approach to conflict resolution involves the principles of restorative practices. Through this, the School attempts to bring about repair and restoration of relationships. Furthermore, the School's approach is flexible: it will take into account the individuals involved and the circumstances. The School will not discuss publicly the details of discipline incidents involving children and will only talk with the parties directly involved. Parent(s)/guardian(s) must support the School with respect to these approaches and any disciplinary action taken in relation to a student.
10. acknowledge and agree that, generally, resolving conflict between students of the School should be managed through the School and not between parent(s)/guardian(s), although the conflict may arise outside of school hours or online. This is particularly important where the issue is suspected bullying, either in person or online. Due to social media in particular, the School may be involved in conflicts and behaviour that occur outside school hours where the effects of this behaviour play out at School.
11. must assist the School in modelling appropriate behaviours for their children. These include:
  - calm and rational dispute resolution
  - a respectful manner in dealing with others (staff and other parent(s)/guardian(s)), including the avoidance of hostile confrontation, intimidating/ bullying behaviour, abuse, or aggression
  - respect for appropriate ways to raise such issues e.g. face to face where possible (or at least person to person on the phone); with appropriate notice (e.g. make an appointment before coming in and let the staff member know something of the matter you wish to discuss); via the appropriate channels.
12. must not attempt to involve the School in disputes between the two parent(s)/guardian(s) where they are not related to the education of the student at the School, especially in situations involving marital disharmony, separation, or divorce. The School will provide equal access to information about children to both parent(s)/guardian(s), as required under family law legislation, unless provided with valid Family Court orders to the contrary. Parent(s)/guardian(s) should speak to the School with one voice about their child whenever possible.
13. acknowledge and understand the need to give the School adequate notice of any intention to withdraw their child (i.e., one full term) and furthermore understand that the Application for Enrolment Form and Terms and Conditions of Enrolment Agreement they have signed are legally binding.

14. are required to assist the School in discharging its obligations under the reportable conduct scheme, by participating in investigations, if requested to do so by the School. The School has obligations under the *Child Wellbeing and Safety Act 2005* (Vic) to conduct investigations where allegations of reportable conduct or misconduct involving children are made against employees at the School.