ENROLMENT POLICY

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11th October 2013
Part 1: Enrolment Policy

INTRODUCTION

Oakhill College, Castle Hill is a Catholic day school conducted by the De La Salle Brothers and is grounded in and informed by the core values inherent in Lasallian education. The College's mission is to provide an holistic education for boys (Years 7 – 12) and girls (Years 11 & 12) that inspires them to a life-long development of their faith.

While the College does not suit all students, there is no reason in principle that students with disabilities cannot be eligible to enrol. Indeed, the College has, since its inception, enrolled many students with disabilities.

This policy gives guidance to those within the College community and to those who would join it concerning enrolment criteria and procedures. While the policy is as comprehensive as possible, there will inevitably be some situations that are not specifically covered. In such instances, it is the Principal’s responsibility to decide the appropriate course to take in the circumstances.

RELEVANT LEGISLATION

Disability Discrimination Act
Race Discrimination Act
Anti-Discrimination Act

These Acts make it unlawful to discriminate against a person on the grounds of their disability or race by refusing to enrol them at the College. The College is committed to fulfilling its obligations under the law in this Enrolment Policy.

DEFINITIONS

Throughout this policy, unless the context requires otherwise:

Parents: includes guardians or any other person who has applied to have a student entered on the list of applicants or enrolled at the College and, where the student has only one parent, means that parent.

Disability, in relation to a child, means:

a) total or partial loss of a student’s bodily or mental functions; or
b) total or partial loss of a part of the body; or
c) the presence in the body of organisms causing disease or illness; or
d) the presence in the body of organisms capable of causing disease or illness; or
e) the malfunction, malformation or disfigurement of a part of the student's body; or
f) a disorder or malfunction that results in the student learning differently from a student without the disorder or malfunction; or
g) a disorder, illness or disease that affects a student’s thought processes, perception of reality, emotions or judgment or that results in disturbed behaviour; and includes a disability that:

h) presently exists; or
i) previously existed but no longer exists; or
j) may exist in the future (including because of a genetic predisposition to that disability); or

k) is imputed to a person.

To avoid doubt, a disability that is otherwise covered by this definition includes behaviour that is a symptom or manifestation of the disability.

Enrolment Process

NEW ENQUIRIES

The Registrar will send everyone enquiring about enrolment details of the procedure for enrolment at the College including:

(a) A Prospectus
(b) A statement of the College Fees and Charges
(c) An Expression of Interest for Enrolment form or Application for Enrolment.
**AGE REQUIREMENTS**

The age 'cut off' date for a boy to gain entry to the College at Year 7 is 31 July. This means that to enter Year 7 a student should be twelve (12) years old by 31 July of the year of entry.

**POINTS OF ENTRY**

Entrance to the College is in Year 7 for Boys and Year 11 for Girls.

Applications for boys wishing to enrol at Year 7 are accepted at any time from birth until approximately one year before the requested year of entry. Therefore, for year 7 entry, applications close at the end of February when the student has commenced in Year 6. A non-refundable Application Fee of $150.00 must be paid when the application is lodged.

Applications for girls wishing to enrol at Year 11 are accepted at any time from birth until approximately one year before the requested year of entry. Therefore, for year 11 entry, applications close in May when the student is Year 10. A non-refundable Application Fee of $150.00 must be paid when the application is lodged.

**LIST OF APPLICANTS**

The Principal, through the Registrar, is responsible for the maintenance of the list of applicants for entry to the College. Names of students will be entered on the appropriate list of applicants when their parents or a parent return the Expression of Interest for Enrolment form and pay the Application Fee.

**CONFIRMATION OF APPLICATION**

Approximately one year before the requested year of entry, parents will be asked to forward the following documents to the College:

(a) a copy of the student’s birth certificate;
(b) a copy of the student’s Baptism and all other Sacramental Certificates;
(c) the completed/updated 'Application for Enrolment' form;
(d) a copy of all the student’s school reports and all NAPLAN tests;
(e) a completed ‘Reference for an Applicant by a Priest or Religious’ form;
(f) a recent photograph.

Failure to provide all required information may result in the College removing the student’s name from the list of applicants and may also result in the College declining or delaying the student’s enrolment.

**ASSESSMENT**

The College will undertake an assessment process at a time decided by the College after the documents referred to in the previous section have been received. As part of the assessment process, the College may ask the parents to provide more information about the student. Any assessments or reports required from non-school personnel will be at the parents’ expense.

In considering all prospective enrolments, the College may ask parents to authorise the Principal or his delegate to contact:

(a) the Principal of the student’s previous school to confirm information pertaining to the student;
(b) any medical or other personnel considered significant for providing information pertaining to the needs of the student.

Normally, each student is assessed in the light of his:

(a) academic progress (all school reports and NAPLAN Tests for Literacy and Numeracy);
(b) social development (support material provided by parents and school reports);
(c) physical development (school report and support material);
(d) spiritual development (school report and Priest Reference Form).

The criteria used are multi-dimensional; other than spiritual development, no criterion is taken in isolation; the College looks for the ‘whole person’ and attempts to choose applicants who will be best suited to the holistic schooling offered at the College.
INTERVIEW

The College may in its discretion invite the parents of a student on the list of applicants to attend an interview at the College with the Principal or a member of staff appointed by the Principal. Interviews will be conducted in March of the year prior to intended enrolment for places in Year 7, and in May of the year prior to intended enrolment for places in Year 11. At the interview, among other things, the College’s representative will:

(a) inform the parents of their responsibility to the College in relation to fees and will ascertain their ability to afford the current fees;
(b) will seek to establish that the expectations and commitments of the parents are consistent with the vision, values, goals, policies and resources of the College.

Please note that not all applicants will receive an offer of an interview and not all families interviewed will necessarily receive an offer of a place.

INAPPROPRIATE BEHAVIOUR

Where information obtained by the College suggests a profile of willful misconduct, illegal activities or strong anti-social behaviours that indicate that the student’s enrolment at the College is likely to be detrimental to other students, the staff or the College, notwithstanding that the student be the brother/sister of a current or past student or the son/daughter of a former student, the Principal may decline to proceed any further with the enrolment process.

DISABILITY

Where a student has declared education support needs or a disability or other information has come to light indicating a possible need for education support services or for some measures or actions to assist the student to participate in the College’s courses or programs or to use the College’s facilities or services, the College will make an initial assessment of the student’s needs. This will include consultation with the student or the student’s parents. In addition, the Principal may:

(a) require the parents to provide medical, psychological or other reports from specialists outside the College;
(b) obtain an independent assessment of the student.

Where information obtained by the College indicates that the student has a disability, the Principal will seek to identify the exact nature of the student’s needs and the strategies required to address them. Having obtained this information, the Principal will determine whether the student, if enrolled, would require some measures or actions to assist the student to participate in the College’s courses or programs or to use the College’s facilities or services that are not required by students who do not have the student’s disability. Where the Principal determines that the student would require some such measures or actions, the Principal will seek to identify whether those measures or actions required are reasonable in that they balance the interests of all parties affected. In assessing whether a particular measure or action for a particular student is reasonable, the Principal will have regard to all the relevant circumstances and interests, including:

(a) the student’s disability;
(b) the views of the student or the student’s parents about:
   i. whether the particular measure or action is reasonable;
   ii. the extent to which the particular measure or action would ensure that the student was able to participate in the College’s courses or programs or to use the College’s facilities or services on the same basis as a student without the disability;
(c) the effect of the adjustment on the student, including the effect on the student’s:
   i. ability to achieve learning outcomes; and
   ii. ability to participate in courses or programs; and
   iii. independence;
(d) the effect of the particular measure or action on anyone else affected, including the College, its staff and other students;
(e) the costs and benefits of taking the particular measure or action.

The College will take measures and actions that are reasonable but will not necessarily take measures or actions that are unreasonable or that would impose unjustifiable hardship on the College. In determining whether taking the required measures or actions, even though they are reasonable, would impose unjustifiable hardship on the College, the Principal will take into account all relevant circumstances of the case, including:

(a) the nature of the benefit or detriment likely to accrue or be suffered by any persons concerned (including other students, staff, the College, the student, the family of the student, and the College community); and

(b) the effect of the disability of the student; and

(c) the College’s financial circumstances and the estimated amount of expenditure required to be made by the College; and

(d) the availability of financial and other assistance to the College.

Where the Principal determines that the enrolment of the student would require the College to take unreasonable measures or actions to ensure that the student is able to participate in the College’s courses or programs, or to use the College’s facilities and services, on the same basis as a student without a disability, or would cause unjustifiable hardship, the Principal may decline the offer of a position or defer the offer.

**COLLEGE RESERVES RIGHTS**

The College reserves the right not to offer any student a place at the College or to defer the offer of a place to any student in its discretion but particularly when the parents, having been aware of their child’s specific educational needs, decline to declare those needs or to withhold relevant information pertaining to their child.

The College also reserves the right to terminate an enrolment where there are not sufficient resources to deal with a student’s needs and where the parents have not declared or have withheld known information pertaining to their child’s needs.

**COLLEGE’S CONSIDERATIONS**

The College enrols students who are baptised in the Christian faith. When considering making offers of a place at the College in Year 7, the College gives preference to:

1. students from practising Catholic families enrolled in one of the schools from which the College has traditionally drawn students – St Bernadette’s, Castle Hill; St Angela’s, Castle Hill; Our Lady of the Rosary, Kellyville; St Madeleine Sophie Barat, Kenthurst; St Michael’s, Baulkham Hills; Our Lady of Lourdes, Baulkham Hills South; St Paul the Apostle, Winston Hills; St Gerard Majella, Carlingford; Christ the King, North Rocks; St Agatha’s, Pennant Hills; Our Lady of the Angels, Rouse Hill;

2. brothers of current or past students at the College;

3. sons of Alumni;

4. students from Catholic families enrolled in a Catholic school other than those named in (1.), other independent or state schools;

5. students from other Christian traditions;

6. students from non-Christian traditions or no religious affiliation.

When considering making offers of a place at the College in Year 11, the College gives preference to:

1. students from practising Catholic families;

2. sisters of current or past students at the College;

3. daughters of Alumni.

**OFFER**

At the satisfactory conclusion of the assessment process, the College may make an offer in writing to the parents to enrol the student. To accept the offer, the parents must within four weeks of receiving it deliver to the College:
(a) the Acceptance of Offer of Enrolment Contract which includes acceptance by the parents of the then current Conditions of Enrolment; and
(b) the non-refundable Enrolment Fee of $300.00.
(c) the Acceptance Fee of $2000 (a portion of first term fees in advance) which are only refundable if the family moves out of the metropolitan area or at the Principal’s discretion.

Failure to reply within the required time may result in the position being re-offered where other students are waiting for entry to the College.

Every offer of enrolment is at the absolute discretion of the Principal.

ENROLMENT AND ACCEPTANCE FEE

The Enrolment Fee confirms and secures your child’s enrolment, covering the costs of the enrolment process and ongoing student administration. The Acceptance Fee is an advance on first term fees. As tuition fees are determined by the College Board annually, the first term fee account in the year of enrolment may be greater than the Acceptance Fee.

CONDITIONAL OFFERS OF A PLACE

The Principal may in his discretion offer a place to a student at the College conditional on the student or the parents doing certain stipulated things before the student is due to start at the College. Failure to do these things will terminate the enrolment. Where this occurs, no fees paid to that point will be refunded.

OFFERS FOR CONDITIONAL ENROLMENT

Where circumstances give rise to uncertainty on the part of the Principal, a conditional enrolment may be offered for a set period of time.

Conditions applying to such conditional enrolment will be set out in writing. In these cases, either the parents or the Principal may terminate the enrolment with seven days’ notice. In such circumstances, enrolment deposits will be refunded and fees will be adjusted to cover the period of enrolment only. No penalties will apply.

This provision may not be applied in the case of students with a disability.
**Part 2: Conditions of Enrolment**

These Conditions are to be agreed to by parents or guardians when they accept an offer of a place for a child at the College.

**INTERPRETATION**

‘Parents’ includes guardians, or any other person who has applied to have a child recorded on the waiting list, or enrolled at the College and, where the child has only one parent, means that parent.

Words implying the singular number include the plural and the converse applies. Unless the context otherwise requires, headings are for ease of reference only and do not affect the construction of these Terms and Conditions.

**FEES**

1. We agree to pay to the College all fees for tuition, extra subjects, excursions, camps and the supply of goods and services to the student as determined by the College Board and as published in the Schedule of Fees and Charges from time to time.

2. We acknowledge that all fees are payable in advance and are due on receipt of account. If we fail to pay an account for fees and/or charges by its due date, we agree to pay an overdue charge (“Overdue Charge”) calculated on the amount outstanding from the due date until the date of payment. The Overdue Charge is a rate percent per annum determined by the College from time to time. It is based on the average rate received by the College on its deposits plus an amount to reflect the administrative costs to the College in collecting outstanding fees. The Overdue Charge represents a genuine pre-estimate by the College of the loss that it would suffer if fees were not paid by the due date. We understand that we may obtain the current rate from the Bursar’s Office.

3. We acknowledge that if an account for fees and/or charges is not paid in full within 60 days from its due date, the student’s enrolment may be suspended and the College may subsequently without further notice refuse entry to the student or terminate his enrolment.

4. We acknowledge that a full term’s notice in writing must be given to the Principal before any student is removed. If this notice is not given, we agree to pay a term’s fees plus GST. This amount is a genuine pre-estimate by the College of the loss that it would suffer if we do not provide the required notice.

5. We understand that no remission of fees, either in whole or in part, will be made if the student is absent due to illness, leave or suspension.

6. We understand that no remission of fees, either in whole or in part, will be made if a student is on Leave of Absence from the College for part of the year.

7. We authorise the College to incur expenditure on our behalf such as purchases of books, stationery and equipment, and to advance such fares from time to time as the College considers necessary.

8. We agree to pay all medical and ambulance expenses incurred on behalf of the student.

**EXPECTATIONS AND BEHAVIOUR**

9. We understand that our acceptance of the College’s offer of a place for the student implies that he/she will complete his/her schooling at the College unless unforeseen circumstances arise.

10. We acknowledge that the College is a Catholic community conducted by the
De La Salle Brothers and grounded in, and informed by, the values inherent in Lasallian education and that behaviours and attitudes based on these values are encouraged. We agree that all communication between students, parents, visitors and staff members should be conducted in a courteous and respectful manner. We agree to avoid confrontation and criticism in public and accept that there is no place in the College community for sarcasm, derogatory remarks, inappropriate familiarity or offensive comments.

11. We agree to support the values and to abide by the College’s Code of Conduct, as set out in publications such as the College Diary and the Information Pack on the College website, as published from time to time at the Principal’s discretion. We note that the student must do the same and we agree to encourage him/her in this. We have noted the College’s requirements in relation to discipline, home study, uniform, attendance and leave.

12. We accept that the College may determine which particular courses and activities are offered and/or provided at any time and which of these courses and activities are compulsory. All students must participate in and/or attend the following activities, as determined by the Principal:
   (a) Chapel Masses, including Liturgy, and Assemblies;
   (b) co-curricular activities;
   (c) the College sports program;
   (d) important College events such as Founder’s Day, Sports Days, Retreat and Reflection Days and other events as required by the Principal, from time to time.
   (e) various camps and excursions that occur from time to time as an integral part of the College curriculum.

13. We acknowledge that requests for leave from College activities, including academic and co-curricular programs, and for early departure at the end of term and/or late return from breaks are considered only in the most extreme cases and must be applied for by completing an Application for Exemption from Attendance at School form for approval by Principal.

14. We accept the College’s discipline policy contained in the College Diary and the Information Pack on the College website. We agree to support the administration of the College’s discipline policy. In particular, we accept that the Principal may in his absolute discretion, subject to affording the student procedural fairness, suspend or dismiss the student:
   (a) for breaches of the College’s Code of Conduct;
   (b) for engaging in conduct which is prejudicial to the College or its students or staff;
   (c) for failure to make satisfactory progress or improvement in his/her behaviour or attitude; or
   (d) where we have failed to comply with these conditions of enrolment.

15. We understand that the College requires parents to be actively involved in the College through attendance at parent-teacher interviews and parent forums, participation in courses offered by the College relevant to the student’s education and assistance to the College in a voluntary capacity from time to time.

16. We agree that the Principal may exclude a student if the Principal considers that a mutually beneficial relationship of trust and cooperation between us and the College has broken down to the extent that it adversely impacts on that relationship.

17. We acknowledge that the Principal may, by giving us reasonable notice, ask us to remove the student from the College where the student has, in the Principal’s opinion, failed to meet the requirements of the Board of Studies Teaching and Educations Standards or has otherwise failed to make satisfactory progress in his academic work.
18. We agree that no remission of fees will apply in relation to any of the above cases.

HEALTH AND SAFETY

19. We acknowledge that we have fully disclosed any special needs (including but not limited to any medical, physical, learning or psychological needs) which the student has. Where any disclosed special needs change or where any special needs arise, we agree to notify the College immediately. We also agree to complete the student’s medical form accurately and provide annual updates to the College.

20. We acknowledge that the College seeks to maintain an environment that is safe for all students and in which learning can take place. We also acknowledge that to this end the Principal or his nominee may search the student’s bag, locker or other possessions where there are reasonable grounds to do so.

21. We acknowledge that if the student is ill or injured, necessitating urgent hospital and/or medical treatment (for example injections, blood transfusions, surgery) and if we are not readily available to authorise such treatment, we authorise the Principal or, in his absence, a responsible member of the College staff, to give the necessary authority for such treatment. We indemnify the College, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment.

PRIVACY

23. We acknowledge that the student’s personal property is not insured by the College, which does not accept any responsibility for loss

24. We acknowledge that the College may from time to time collect personal information about parents and students which may be necessary for the College’s function or activities. We authorise the College to use and disclose information in such a manner as the Principal may deem appropriate for the purposes of the student’s education, health, care, welfare or development. We acknowledge having read the College’s Privacy Policy.

25. We give permission for photographs and videos of the student to be placed in the College’s records; displayed from time to time around the College; published in College publications; published on its public website, its social networking websites, College intranet and community websites, and on College-owned blog websites; and displayed in other marketing and promotional material.

26. Where relevant, we agree to provide to the College all current Family Court or other court orders relating to us and the student. We note that the College’s Privacy Policy deals with the confidentiality of such information.

GENERAL

27. We agree that the College may change these Conditions provided it gives us at least two terms' notice and that the new Conditions take effect from the beginning of a calendar year.

28. We agree to give the College notice in writing of any change in our contact details.
Part 3: Privacy and Personal Information

The College respects your privacy. Privacy laws protect any personal information we collect from you.

1. The College collects personal information, including sensitive information about pupils and parents or guardians before and during the course of a pupil’s enrolment at the College. The primary purpose of collecting this information is to enable the College to provide schooling for your son/daughter.

2. Some of the information we collect is to satisfy the College’s legal obligations, particularly to enable the College to discharge its duty of care.

3. Certain laws governing or relating to the operation of schools require that certain information is collected. These include Public Health and Child Protection laws.

4. Health information about pupils is regarded as sensitive information under the Privacy Act. We may ask you to provide medical reports about pupils from time to time.

5. The College, from time to time, may disclose personal and sensitive information to others for administrative and educational purposes. This includes to other schools, government departments, medical practitioners, and people providing services to the College, including specialist visiting teachers, sports coaches and volunteers.

6. Personal information collected from students is regularly disclosed to their parents or guardians. On occasion information such as academic, co-curricular, sporting and out of school achievements, student activities, student birthdays and other news is published in College publications, on our public website, and on other College owned websites, such as social networking websites, intranet and community websites, blog websites and displayed in third party media. While the College will, in all cases, seek to uphold a duty to care of all students, the College takes no responsibility for any unauthorised use by third parties.

7. Photographing and filming of students, staff and parents involved in College-related activities, College-hosted activities, or for training and development purposes, may form part of College publications, be displayed on our public website or any other College-owned websites, and be used in specific education-related activities. From time to time, photographs and videos may be displayed in third party media. While the College will, in all cases, seek to uphold a duty of care of all students, the College takes no responsibility for any unauthorised use by third parties.

8. Parents may seek access to personal information collected about them and their son/daughter by contacting the College. Students may also seek access to personal information about them. However, there will be occasions when access is denied. Such occasions would include where access would have an unreasonable impact on the privacy of others, where access may result in a breach of the College’s duty of care to the student, where students have provided information in confidence or where current Court Orders are in place.

9. The College from time to time engages in fundraising activities. Information received from you may be used to make an appeal to you. It may also be disclosed to organisations that assist in the College’s fundraising activities solely for that purpose. We will not disclose your personal information to third parties for their
10. We may include your contact details in a class list and College directory.

11. If you provide the College with the personal information of others, such as doctors or emergency contacts, we encourage you to inform them that you are disclosing that information to the College and why, that they can access that information if they wish and that the College does not usually disclose the information to third parties.