

# HIGHVIEW COLLEGE ENROLMENT POLICY

Person Responsible – Board

(Ratified Annually)



Developed by	Lawyers, Collins, Biggers & Paisley	2018
Updated by	Registrar, Kay Murray	2019
Reviewed by	Caretaker Board Chair, Stephen Norris	26 January 2019
Reviewed and Ratified by	The Highview College Board	20 March 2019
Reviewed by	Principal, Melinda Scash	1 July 2019

## Statement of Context and Purpose

Highview College provides a caring, low fee, academic learning environment for students. Choosing the right school can be one of the most difficult decisions every parent / guardian has to face. Highview College (the **College**) strives to ensure that we sustain a learning environment which is respectful, safe and positive.

The College's Principal and its employees strive to provide a safe and positive learning environment and develop each student to reach their full potential. The College provides students with a strong academic program and offers a range of co-curricular and extra-curricular activities to enable each student to continually grow. This Enrolment Policy (the **Policy**) is designed to be consistent with the philosophy, aims and ethos of the College and provide guidelines and processes to enable appropriate selection and enrolment of students.

## Application

This Policy applies to Parents/Guardians, students, prospective Parents/Guardians and prospective students of the College.

## Highview College's discretion to accept

Offers of enrolment at the College are made at the absolute discretion of the College and the College reserves the right to lawfully refuse any Application for Enrolment (**Application**) without providing a reason.

At the absolute discretion of the College, some Applications may be given preference, over other Applications, after taking into account the factors including, but not limited to, the following:

- the child named in the Application (the **Applicant**) is a sibling of current or past College students;
- the Applicant is a child of past College students;
- the Applicant is a child of current College employees.

## **Enrolment Process**

The Registrar and the Principal are responsible for the enrolment process. The College will obtain personal information during the enrolment process. By submitting an Application Parents/Guardians consent to our use, disclosure and collection of the child's personal and sensitive information. Prospective Parents/Guardians and students are directed to the Privacy Policy located on the College's website for further information.

The enrolment process outlined below is intended as a guide only. For more information, Parents/Guardians are encouraged to contact the Registrar 5459 1000.

## **Initial Application**

Applicants are required to complete an Application which can be located on the College's website. The completed Application must be properly completed, signed and returned to the Registrar with a non-refundable application fee of \$75, together with a copy of a Full or Extract of Birth Certificate.

The completed Application must also be accompanied by any documents/ information and/or expert reports including, but not limited to, details regarding medical conditions, physical impairments, mental impairments or other conditions that may impact on the College's ability to properly care for the Applicant, and to enable consideration of any reasonable adjustments to services and/or facilities that may be required.

It is important that any additional needs of the Applicant are advised to the College at the time of submitting the Application - failure to do so may result in the College declining to make, or delaying the making of, an offer, or in some cases result in the subsequent withdrawal of an offer of enrolment at the College. The College also reserves the right to cancel the proposed enrolment of the Applicant should the College determine that it is not able to reasonably meet the specific needs of the Applicant (even after considering reasonable adjustments), or is not able to provide an environment which is healthy and safe for the Applicant.

The application fee is subject to change at the absolute discretion of the College.

The Application is a pre-requisite to, but not a guarantee of, enrolment at the College.

## **Interview**

After the Application has been assessed, the Applicant may be invited to attend an interview with their Parents/Guardians. These interviews will be conducted by the Principal or a senior member of staff nominated by the Principal and allow the College to learn more about the prospective student and provide prospective students and parents/guardians the opportunity to discuss the potential enrolment.

The College may request further information to be provided at the interview.

## **Offers of Enrolment**

Offers of Enrolment (**Offer**) will be sent to the Applicant's Parents/Guardians in writing. The Offer will be accompanied by the Conditions of Enrolment and the Parent/Participant Code of Conduct. The Offer will be conditional on the College receiving a duly executed copy of the Enrolment Agreement and the Parent/Participant Code of Conduct, together with the non-refundable enrolment acceptance fee (currently \$250.00, however the fee is subject to change).

Once the College has received a properly executed copy of the Enrolment Agreement and the fee, the College will confirm the offer of enrolment to the Applicant. The non-refundable enrolment acceptance fee will be off-set against future school fees. This sum may vary from time to time at the discretion of the College.

An Offer may be revoked, if all relevant or requested information on an Applicant's needs for educational support is not disclosed to the College or any other misleading information or documentation is provided to the College.

## **Conditions of Enrolment**

When Parents/Guardians sign the Enrolment Agreement, the Parents/Guardians are also agreeing to the following:

- Conditions relating to enrolment and withdrawal
- Behavioural expectations and consequences and compliance with the College's Code of Conduct
- Fee payment responsibilities
- Acceptable use of computers
- Uniform expectations
- Maintaining a minimum of 80% student attendance
- Understanding of and adherence to all College policies which are available on the website and which may be updated as determined by the Board or Principal

## **Withdrawals**

Parents/Guardians must give one term's notice in writing to the Principal of the intention to withdraw a student from the College. If the required notice is not given, a charge equivalent to a term's fees in relation to that student will apply and be invoiced to the enrolling Parents/Guardians.

## **Termination of Enrolment**

Termination of a student's enrolment, known as expulsion, is unusual.

However, the College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel, or suspend any student from the College on the grounds of unsatisfactory conduct or performance, failure by the student and/or Parents/Guardians to comply with the College's rules, policies and procedures (including the College's Conditions of Enrolment or the Code of Conduct), or upon identification that misleading or inaccurate information was provided to the College or for other reasons deemed appropriate by the Principal of the College.

Any decision to terminate a student's enrolment at the College is at the absolute discretion of the Principal. In such circumstances, the Principal's decision is final. The Parents/Guardians of a student who has been expelled from the College will also be charged for a term's fees in lieu of notice.

### **Implications for practice**

#### **At Board / Principal Level**

To properly implement this Policy, the College, the Board and/or the Principal must ensure:

- that this Policy is reviewed and endorsed at least every two years;
- that copies of this Policy are made available to prospective Parents/Guardians and prospective students on the College website;
- that this Policy is incorporated into the Board's / Principal's record of current policies.

#### **At Other Levels**

To properly implement this Policy, all Highview College's prospective Parents/Guardians and prospective students will be required to sign the Enrolment Agreement indicating that they accept the conditions of enrolment.

#### **Refer also to**

Highview College Enrolment Application  
Highview College Code of Conduct

### **Appendix A – Conditions of Enrolment**



## APPENDIX A CONDITIONS OF ENROLMENT

### Person Responsible - Principal

(Reviewed in even years)

The following binding conditions apply if your child is offered enrolment at Highview College ('the **College**') and you accept the place for your child to commence studies at the College.

The College will confirm the offer of enrolment of your child once you return a properly executed copy of the Enrolment Agreement to the College (together with the non-refundable enrolment acceptance fee) and other documents requiring execution.

Any right, entitlement, obligation of, or action required by the College under these Conditions of Enrolment may be exercised by the Principal and/or the College Board (whichever is deemed appropriate by the College) on behalf of the College.

### Introduction

1. At all times the College reserves the right, subject to legal requirements, to select the students who attend the College according to College policies as varied from time to time.
2. Parents/Guardians of students (or prospective students) at the College (**Parents/Guardians**) must ensure that the College's records in relation to the student or prospective student are correct and up to date at all times. Parents/Guardians must advise the School as soon as possible of any changes to the student's records, including relevant medical information and the student's or the Parents/Guardians' contact information.
3. The enrolment of the student at the College commences in the first year of enrolment and continues until completion of Year 12 or until the student is otherwise withdrawn or removed from the College.

### Medical Conditions and Educational Needs

4. Parents/Guardians must divulge, with appropriate documentation, all relevant details regarding special educational needs, medical conditions, physical impairment, mental impairment or other conditions that may impact upon the College's ability to properly care for the student, and to enable consideration of any reasonable adjustments and facilities that may be required. Such information must be based on all current information available to the Parents/Guardians at the time of submitting the Application for Enrolment.
5. During the period that the student is enrolled at the College, Parents/Guardians must, as soon as practicable, bring to the College's attention, with appropriate documentation, any new medical conditions or impairment or other conditions affecting the student that may impact upon the College's ability to properly care for the student, and to enable

consideration of reasonable adjustments to services and/or facilities that may be required.

6. Individual Anaphylaxis and Asthma Plans and requirements must be provided in January each year with at least 11 months currency
7. The Parents/Guardians authorise the College to:
  - a. obtain or provide such emergency or urgent medical treatment for the student should such action be deemed necessary by the College or College staff; and
  - b. obtain any medical treatment for the student considered appropriate in the circumstances where the student suffers from an injury or illness.
8. Parents/Guardians who sign the Contract of Enrolment accept responsibility for any expenses incurred on behalf of the College or student arising from such emergency or urgent medical treatment. Further, the Parents/Guardians acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

#### **Parents/Guardians' Conduct**

9. Parents/Guardians agree to comply with the College's rules, procedures and policies, as varied from time to time, and available on College's website.
10. Parents/Guardians will comply with the Code of Conduct. That is treat other Parents/Guardians, students, College staff and members of the College community with fairness, courtesy and respect at all times. Parents/Guardians will not act in such a manner which would cause the image of the College to be negatively affected or brought into disrepute, or in such a manner which would reasonably cause other Parents/Guardians, students or College staff to be offended, humiliated or intimidated.
11. If the College (or the Principal acting on behalf of the College) believes that:
  - a. the mutually beneficial relationship of trust and co-operation between the Parents/Guardians and the College, or between the Parents/Guardians and College staff or other Parents/Guardians, has broken down to the extent that it adversely impacts on the Parents/Guardians' relationship with the College; or
  - b. the Parents/Guardians have failed to comply with the College's rules, policies or procedures (including these Conditions of Enrolment and the Code of Conduct), the College (or the Principal acting on behalf of the College) in its absolute and sole discretion may require the Parents/Guardians to remove the student from the College and suspend or cancel that enrolment together with any other child or children they have enrolled at the College.
12. Parents/Guardians agree to assist the College in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) by participating in investigations in relation to allegations of 'reportable conduct', or taking any other steps to assist the College with

its child safety statutory obligations, if requested to do so by the College or regulatory authority.

### **Privacy**

13. Parents/Guardians acknowledge and accept the College's Privacy Policy and consent to the collection, use and disclosure of personal information and sensitive information as provided for by the Privacy Policy.
14. Parents/Guardians will at all times respect the privacy and rights of others in relation to taking and/or disseminating any digital images including photos or videos of College activities.
15. Parents/Guardians acknowledge and consent to the student being photographed or videotaped, by an authorised representative of the College or associated bodies, from time to time within the College's grounds or participating in College events or activities, and to the use of these images or videos in College publications, advertisements, editorials, the College's website or social media.

### **Discipline of Students**

16. Parents/Guardians agree to support the College in lawful disciplinary actions undertaken by the College which the College deems as appropriate to modify, address and deal with student behaviour and conduct.
17. The College reserves the right to impose any lawful disciplinary action that the College deems appropriate, or to expel, or suspend any student from the College on the grounds of unsatisfactory conduct or performance, failure by the student and/or parents / guardians to comply with the College's rules, policies and procedures (including these Conditions of Enrolment), or upon identification that misleading or inaccurate information was provided to the College or for other reasons deemed appropriate by the Principal of the College.
18. Any decision to terminate a student's enrolment at the College is at the absolute discretion of the Principal. In such circumstances, the Principal's decision is final. The Parents/Guardians of a student who has been expelled from the College will also be charged for a term's fees in lieu of notice.
19. Where it is considered necessary, the College may authorise an appropriate College staff member to conduct a search of any of the student's private belongings that have been brought onto the College's premises or to a College function or activity, including College bags or lockers, and may authorise a search of the student's person or direct that his/her pockets or clothing be emptied.

### **Participation**

20. Students of the College are required to take part in all College activities including House Carnival Days and those scheduled out of normal College hours.

21. Students are required to have a range of items for College activities, including books, stationery and uniform, during their enrolment. The details of these items may be obtained from the College. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

### **Uniform**

22. All students are required to wear the correct uniform whilst attending the College, while travelling to and from the College and at College events. Students representing the College in the community will wear more formal uniform which includes the Highview College blazer and tie. It is the responsibility of the Parents/Guardians to ensure that students have these items as required.

### **Technology**

23. Students will have access to and use various technology while attending the College and must abide by the ICT Policy.
24. Parents/Guardians agree to take responsibility for ensuring, so far as is reasonable and practicable, that the student is using the Technology appropriately and not for improper purposes.

### **School Fees**

25. An application fee is payable by the Parents/Guardians at the time they submit the Application for Enrolment. The Application Fee is non-refundable.
26. Parents/Guardians who sign the Enrolment Agreement are jointly and severally liable for payment of all of the College's fees and charges in relation to the student (**Fees and Charges**).
27. Fees and Charges are subject to amendment by the College (or the College Board on behalf of the College) in its absolute and sole discretion at any time. Fees and Charges are payable in advance of the College term and within 14 days of receipt of the relevant invoice. Some Fees and Charges may be invoiced throughout the College term (i.e. costs associated with some excursions) and in such circumstances will be payable within 14 days of receipt of the relevant invoice.
28. The College reserves the right, which may be exercised at any time, to refuse to allow a student to continue their education at the College, and to cancel the student's enrolment, while any Fees and Charges remain unpaid. Only in exceptional circumstances, at the absolute and sole discretion of the College (or the College Board on behalf of the College), will a student be allowed to enter a new term if any Fees and Charges are unpaid.
29. If any Fees and Charges are overdue (i.e. not paid within 28 days of receipt of the relevant invoice), the College may charge the Parents/Guardians interest and any reasonable administration costs incurred by the College in respect of managing the unpaid Fees and Charges.



30. The College reserves the right not to refund Fees and Charges. However, the College (or the Principal on behalf of the College) may, in its absolute and sole discretion, consider a request for a refund by a Parent/Guardian.
31. Any agreement or act by the College not to strictly enforce the terms under these Conditions of Enrolment in relation to College Fees does not constitute a waiver of its rights to require the student to be withdrawn from the College and to cancel the student's enrolment.
32. Subject to paragraph 28, if applicable, Fees and Charges are due and payable in all circumstances following enrolment. Allegations or bullying, violence, harassment and/or discrimination, or instances of bullying violence, harassment and/or discrimination towards a student (or other behaviours) will not discharge any obligation of a Parent/Guardian to pay Fees and Charges.
33. The Principal is authorised by the College Board to take such steps as they consider necessary, including legal proceedings, on behalf of the College, to recover unpaid Fees and Charges.
34. Parents/Guardians experiencing financial difficulties must meet with the Business Manager to determine a payment plan. These are considered annually and must be applied for each year. Bursaries are determined at the absolute discretion of the College and are granted only as the College determines.

### **Withdrawal of Students**

35. If the Parents/Guardians wish to withdraw the student from the College, the Parents/Guardians must give at least one term's written notice to the Principal and the written notice must be signed by the Parents/Guardians who enrolled the child (unless there is an interim court order to the contrary). Whenever such notice is not given, the Fees and Charges for the next term will be payable in full.
36. If a student intends to not attend the College for a short period of one term or more, the Parents/Guardians must make an application for the period of leave as soon as possible. The College will advise the Parents/Guardians in relation to whether or not the application for leave is approved. If the period of leave is not approved and the student nevertheless takes the period of leave, the student will not have an automatic right to return to the College and the College is not obliged to maintain or hold the student's enrolment. In this case, the student will be deemed to have withdrawn from the College and an application for new enrolment must be made. The College may, in its absolute and sole discretion, approve the application for leave, and hold the student's enrolment open during the period of leave, on the condition that the Parents/Guardians make an advance payment of a non-refundable holding fee of not less than one term's fees.

### **Courts Orders**

37. Unless the College is supplied with a Court Order or written authorisation signed by both Parents/Guardians which provides otherwise, the College will proceed and act on the

basis that each of the student's Parents/Guardians has equal rights and responsibilities in relation to the Student. The Parents/Guardians will at all times act in accordance with any relevant Court Orders in their dealings with the College.

38. If there is a change in legal guardianship or care for the student, the Parents/Guardians will immediately provide written notice to the College detailing the change (and provide any other relevant documentation) in addition to written consent from any other Parents/Guardians of the student, confirming the status of the student's enrolment. The Parents/Guardians indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this clause by the Parents/Guardians.

### **General**

39. Parents/Guardians agree that if they provide any misleading or inaccurate information in the Application for Enrolment, or in any documents provided with the Application for Enrolment, the College may refuse to enrol the student or may suspend or terminate the enrolment of the student.
40. Parents/Guardians acknowledge that the College may from time to time vary the terms of these Conditions of Enrolment.
41. The Conditions of Enrolment are governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
42. Where there is more than one Parent/Guardian of the student at the time of enrolment, all parties must sign the Application for Enrolment form and accept these Conditions of Enrolment.