



Enrolment Policy and Agreement 2019 – 2022

1 Purpose of this policy

- 1.1 Gisborne Montessori School (GMS) 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 as they enter into an enrolment agreement or contract 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, together with the policy implementation documents listed in section 8, 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 or contract.
- 2.4 Gisborne Montessori 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 and Privacy Laws.

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 or contract.

- 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 Regulation 2013 (Cth.)
- 4.9 Privacy Act 1988 (Cth.)
- 4.10 Discrimination Act 1991 (Cth.)
- 4.11 Australian Consumer Laws (ACL)

5 Key definitions

- 5.1 The school must make publicly available a copy of its enrolment agreement which is the contract for services between the school and the parent(s) and which the school and all parents must enter into when enrolling their child(ren) in the school.
- 5.2 The enrolment agreement is legally enforceable and codifies the arrangements whereby the parent purchases specified services in relation to the student in return for the payment of fees. In essence, the enrolment agreement is the legal contract for services between the school and the parent. The terms and conditions contained within the contract set out the rights and responsibilities of each party to the contract.
- 5.3 The enrolment agreement includes the following which can be found on the website:
 - codes of conduct for students and parents which set out expectations of behaviour and engagement
 - detailed information about fees including additional charges, how fees are collected, how fee levels are changed, processes for managing the non-payment of fees, etc.
 - educational services provided
 - the grounds on which the agreement may be terminated.
- 5.4 The Enrolment Agreement is separate from the Enrolment Policy and from the Enrolment Application Form. As the legal contract between the school and the parent, the enrolment agreement also serves a different function from that of a more general marketing prospectus and parent handbook. Schools are advised to publish these as separate documents.
- 5.5 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 and this is done through School Edge The enrolment

register determines those students for whom attendance must be registered and monitored.

- 5.6 If Gisborne Montessori School is oversubscribed in one or more age groups, we maintain a waiting list. The principles of fairness and transparency that apply throughout the enrolment policy also apply to the procedures relating to the management of the waiting list.
- 5.7 The school is required to obtain proof of age and enrolment name for each enrolment. Such documentation could be in the form of a birth certificate or passport.
- 5.8 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 Victorian Curriculum and Assessment Authority (VCAA) or other testing agents when requested. This data is collected via our enrolment forms.
- 5.9 Records of enrolment are required for annual data returns for the Australian Government non-government schools and the Victorian school census under Australian Education Regulation 2013 (s.77).
- 5.10 Schools are required to request and record the immunisation status, called the Child History Statement, for each primary student prior to enrolment.
- 5.11 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.
- 5.12 Schools are also required to request and record the visa status when enrolling overseas students (formerly known as full fee paying overseas students (FFPOS) 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.
- 5.13 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

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

6 Roles and responsibilities

- 6.1 The governing board is responsible for authorising the enrolment policy and for approving the criteria for admission.
- 6.2 The governing board is responsible for approving the terms and conditions contained within the enrolment agreement.
- 6.3 The principal is responsible for ensuring the implementation of the enrolment policy is fair, transparent and non-discriminatory.
- 6.4 The principal is responsible for ensuring enrolment agreements are publicly available and that they are administered and recorded accurately.
- 6.5 The principal is responsible for ensuring an enrolment register [and waiting list] is accurately maintained.
- 6.6 The principal is responsible for ensuring this policy is implemented in accordance with commonwealth and state privacy legislation.

- 6.7 The principal is responsible for:
- ensuring that procedures are implemented so that parents are guided through the enrolment process from enquiry to admissions
 - 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
 - ensuring that procedures are in place for the management, storage and retrieval of enrolment data:
 - proof of the child's identity, specifically date of birth and enrolment name
 - immunisation status
 - visa status.
- 6.8 The principal is responsible for ensuring that the school reports data relating to the characteristics of students at the school to the school community at least once a year to the VRQA and other Government bodies as required by law.

7 Communication of the policy

- 7.1 The school publishes its enrolment policy and admissions criteria on its website and by application to the school office.
- 7.2 The school publishes for parents the procedures by which a student is admitted to the school on its website and by application to the school office.
- 7.3 The school publishes the enrolment agreement on its website and by application to the school office.

8 Policy implementation documents

The documents setting out the strategies and actions required to implement this policy are:

- appendix setting out the criteria that will be used as the basis on which offers of admission are made
- detailed procedures for managing the process of enquiries and enrolments
- detailed procedures for recording enrolments
- detailed procedures for managing the waiting list.

9 Admissions criteria

- 9.1 Gisborne Montessori School adheres to the following criteria, with first preference given to:
- siblings of a child already in the school
 - the child of an alumni student
 - a child who has attended another Montessori school
 - position on the waiting list (based on date of application)
- 9.2 Other considerations can include:
- age (6 months to 12 years)
 - maximum numbers of students in any class
 - GMS has a maximum per class of 28 students.

- 9.3 Criteria that seek to rely on evidence of attitude and ability:
- The school may require a reference from a student’s previous school that could address issues as:
 - prior academic achievements,
 - behaviour and attitude or
 - contribution to the life of the school.
- 9.2 Gisborne Montessori School requires an interview with either parents or the student or both as part of its admissions procedures.
- 9.3 We will require prospective students who have already been enrolled in another school to attend some form of trial period, the purpose of which is to give the student an opportunity to get to know the school but also to allow the school to observe the student and for the school to use those observations as evidence of attitude and/or ability.

10 How the admissions criteria will be applied

‘Catch all’ statement

Gisborne Montessori School chooses to use a ‘catch all’ statement that permits the principal to retain the discretion to make a final decision. It is important that any decision made using such discretionary powers is not arbitrary but is capable of being explained rationally and is well documented.

Gisborne Montessori School also retains the right to making decisions on the basis of whether the school judges that it can meet the needs of the student.

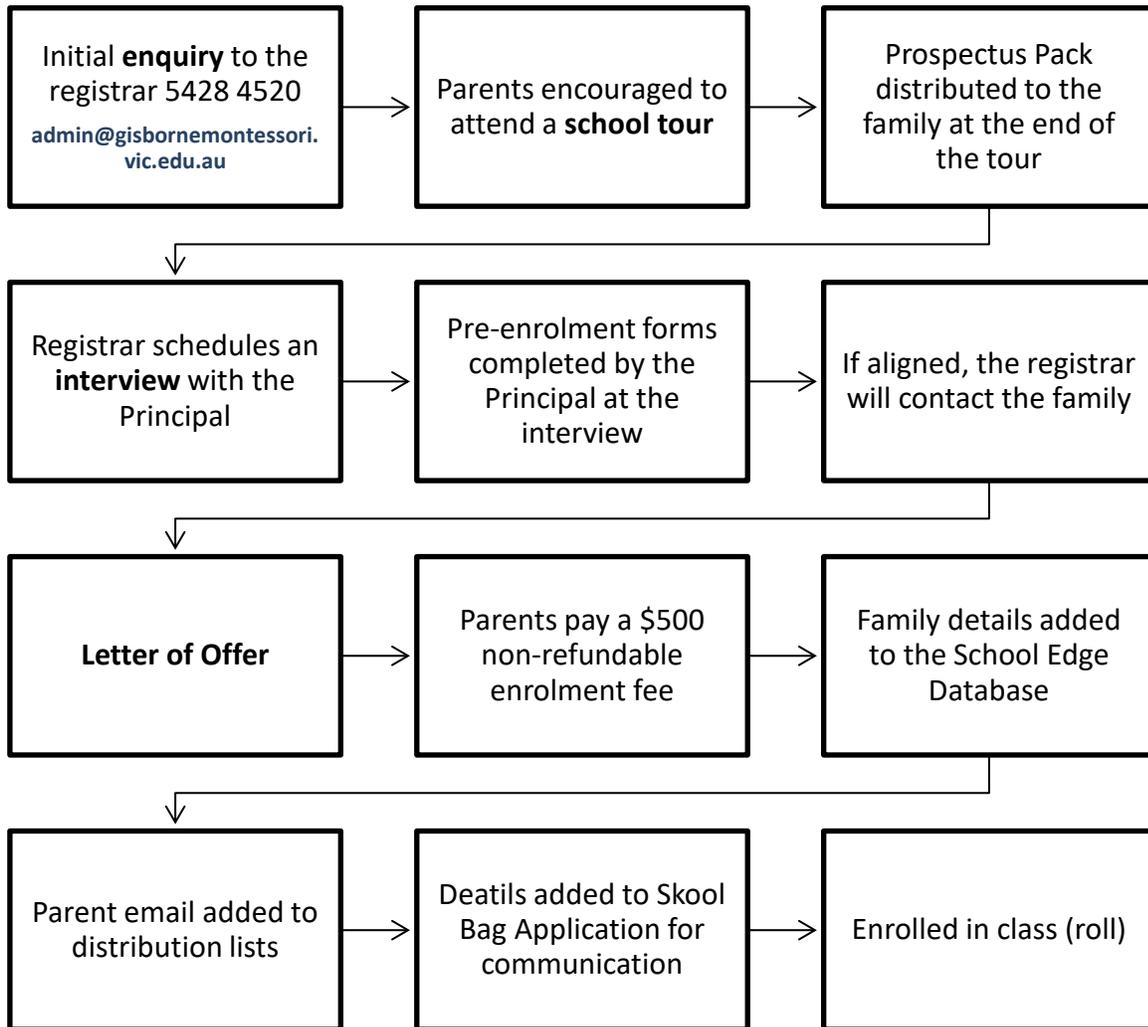
10 Policy Review

- 10.1 The governing body (GMS School Board) will review the Enrolment Policy every 3 years.
- 10.2 The governing body will require the principal to report on the implementation of the Enrolment Policy as part of the board’s review of the policy.

DETAILS

CREATED	July 2015
REVIEWED	June 2019
MAINTAINED	Gisborne Montessori School Board
RATIFIED	
NEXT REVIEW	2022

Appendix A – Flowchart of Enrolment Procedures



Appendix B – Enrolment Agreement

For the student we are enrolling, I/we hereby agree jointly and severally to abide by the following conditions.

Terms used in this agreement.

'Parents and/or guardians' – the person/s legally responsible for the care, welfare and development of the student including but is not limited to, a parent or guardian or foster parent.

'Student' – the student named in the Enrolment Application Form to whose enrolment this Enrolment Agreement applies.

A – APPLICATION FOR ENROLMENT AND ADMISSION

1. Once a student has commenced at Gisborne Montessori School, their enrolment is considered continuous through to Year 6 unless the student is formally withdrawn. If a student is being withdrawn, the family will need to notify the school. As per the Enrolment Policy and Agreement, a term's notice is required where parents intend to withdraw their child.
2. It is assumed that Early Learning students will automatically continue to Cycle 1 Foundation at the end of 4-year-old kindergarten.
3. The School will comply with the Enrolment Policy prior to and during enrolment. All applicants must submit the "Enrolment Application Form" signed and completed in full. While an application is a pre-requisite to admission, it is not a guarantee of admission and the School reserves the right to offer a place to any applicant irrespective of date of application.
4. Payment of the "Enrolment Application Fee" at the current rate must accompany each application. The "Enrolment Application Fee" is non-refundable and due by the date specified in the Letter of Offer.
5. Admission to the School is conditional upon the Principal (or nominated representative) being satisfied as to the suitability of the applicant. An offer of a place will be made in accordance with the School's Enrolment Policy. Confirmation of a place may be made only after the applicant has been interviewed and all enrolment conditions have been met. Such conditions may include the provision of additional documentation such as specialist reports. Should a student, for whom a place at the School has been accepted and fees paid, subsequently be withdrawn from enrolment for a reason beyond the parents' control, the matter of refund will be at the discretion of the Business Manager.
6. Subject to the above, a student admitted to the School will remain enrolled as a student of the School until the completion of Term 4 of Year 6.

B – DISCLOSURE

1. Parents and/or guardians acknowledge that the Enrolment Application Form has been completed honestly and correctly, and that parents and/or guardians have made full disclosure in response to the matters and questions raised in the Enrolment Application Form.
2. The Enrolment Application Form forms part of this Agreement, and failure to complete this form honestly and correctly, or to make full disclosure, may result in the immediate termination of this Agreement by the School and the forfeiture of any enrolment fees paid in advance.

3. The School requires parents and/or guardians to provide full details of any significant learning/behavioural needs during the application process, this includes special needs, learning requirements, medical conditions and advice as to whether the student speaks English as a second language. Disclosure of this information assists us in identifying any reasonable adjustments that could be provided to enable the student to participate in and derive benefit from the educational program, prepare for the student's entry to the School, and discuss the steps that may need to be taken in relation to the prospective entry of the student.
4. The School reserves the right to obtain further information regarding the student including all academic information, school reports and all medical and other reports regarding the student, if applicable.

C – CODES OF CONDUCT

1. By signing this agreement, parents and/or guardians have agreed to comply with the Code of Conduct and any breaches of the code may result in a termination of an enrolment.
2. Disciplinary action may be implemented against a parent and/or guardian if in the opinion of the Principal a parent and/or guardian is found to have breached the Parent Code of Conduct or the School's Social Media Policy. Disciplinary action may include the cancellation of student enrolment.

D – DISCIPLINARY ACTION

1. The School reserves the right to discipline any student. Disciplinary action may be implemented against a student (including and up to expulsion from the School) if in the opinion of the Principal the student is found to have breached the Student Code of Conduct, the School's rules or is found to have engaged in behaviour prejudicial to the welfare of the School, its staff or students.
2. When the Principal suspends a student, the parents and/ or guardians shall be notified to that effect and the period for which the suspension shall operate.
3. Parents and guardians are responsible for avoidable breakages and damage to school property by their children.
4. Parents and/or guardians are expected to support the aims, objectives, ethos, rules and policies and discipline of the School.
5. Disciplinary action may be implemented against a parent and/or guardian if in the opinion of the Principal a parent and/or guardian is found to have breached the Parent Code of Conduct or the School's Social Media Policy. Disciplinary action may include the cancellation of student enrolment.

E – EDUCATIONAL SERVICES PROVIDED

Gisborne Montessori School provides the following educational services

- Tuition
- Visual and Performing Arts Program
- Health and Physical Education Programs
- Language Studies other than English
- Science and Design and Technology Programs
- Communal Dining Program, inclusive of morning tea, lunch and afternoon tea
- Animal Sanctuary and Community Garden
- Education Support
- Library and resource facilities

F – FEES

1. Fees and other charges are determined by the School Board.
2. Parents and/or guardians are expected to make payment of all tuition fees and levies as detailed in the fee schedule.
3. Such fees, charges and contributions are payable in accordance with terms of payment as determined by the School.
4. The Fee Assistance Policy details support available for parents and/or guardians who may be experiencing financial hardship.
5. A pro-rata charge is made for new students entering the School for the first time after a term has commenced.
6. If a student leaves during a term, no refund will be made for the remaining portion of the term.
7. A proportion of school money, including parent fees, may be used to fund and/or support, some or all of the Early Learning Centre's operation.

G – HEALTH AND MEDICAL TREATMENT

1. The School will notify parents/guardians of any injury or illness their child may suffer at school, which warrants staff intervention or a visit to the School Sick Bay.
2. If, during the period of enrolment, the physical and/or mental health of the student changes at any time, the parents and/ or guardians will notify the School and provide any relevant medical information or reports in a timely manner.
3. The School reserves the right to assess and determine its ability to provide ongoing education to a student, and reserves the right to require parents and/or guardians to provide the School with information as requested.
4. In the event a student is involved in a medical emergency and the parents and/or guardians or nominated contact person cannot be reached, the School can take action and incur expenditure as it considers necessary in the best interests of the student.
5. The parents and/or guardians consent to those services being provided to the student and understand there is confidentiality between the student and specialist (if the specialist deems that to be appropriate in accordance with his or her obligations).

H – COMMUNICATION AND PRIVACY

1. If a student's immediate safety is considered to be at risk, their parents or guardians (or DHS) may be notified, based on professional advice.
2. Parents/guardians are required to provide copies of all existing court or parenting orders at the time of enrolment and during the course of the child's enrolment at the School.
3. Upon enrolment, and at regular intervals thereafter, parents/ guardians are required to complete a permissions form in regard to student transport and photo permissions.
4. Parents are required to abide by the School's Photo/Video Policy regarding photographing or videoing other people's children at school events and the use of such photos/videos.
5. The School will not disclose any information in relation to the student to any party other than the parents and/or guardians, subject to the Privacy Policy and its other legislative obligations (ie Disclosure may be required under the mandatory reporting requirements of the Children Youth and Families Act, and under the Crimes Act).
6. In the event the parents and/or guardians are not the natural parents, copies of supporting documentation evidencing legal guardianship of a student must be supplied to the School on enrolment.

7. All information pertaining to the student and the School will be provided to the parents and/or guardians in accordance with the Privacy Policy which is available on the School's website.

I – STUDENT WITHDRAWAL

1. Parents are to provide one full term's written notice to the Principal of the intention to withdraw a student from the School.
2. If notice is not given, parents/guardians will be required to pay one term's fees that would have been payable for the student in the term following the student's withdrawal for liquidated damages suffered by the School as a result of lack of proper notice, which damage is admitted.

J – GROUNDS ON WHICH THE ENROLMENT AGREEMENT MAY BE TERMINATED

The enrolment agreement may be terminated on the following grounds”

- Breaches in the Parent Code of Conduct
- Breaches in the Student Code of Conduct

In signing this Agreement parents/guardians agree to the School's policies which may be changed during the period of enrolment at the discretion of the School. In particular, please refer to the School's website for a copy of the Parent Code of Conduct.

Signed (Parent 1/Guardian)

Date: _____

Signed (Parent 2/Guardian)

Date: _____