



## Enrolment Policy

### 1. Purpose

- 1.1 Heritage College (**the College**) is committed to ensuring that Students are enrolled in the College in a manner that is fair and transparent.
- 1.2 The policy sets out the basis on which students are enrolled and specifies the information that is required from families on entering an Enrolment Agreement with the College.

### 2. Scope

- 2.1 This policy applies to College staff, Applicants and current and future Students seeking admission to the College.

### 3. Policy Principles

- 3.1 The College values diversity across the College community and this principle shapes the way in which the College's admissions criteria are applied. Applicants are expected to support the ethos, culture and policies of the College. The College welcomes applications from Students whose families are supportive of the aims and methods of the College.
- 3.2 A proportion of funds raised or fees collected on behalf of the College may be applied to the conduct of the College's Early Learning Centre.

### 4. Admissions Criteria

- 4.1 Students will be offered a place at the College (ELC, or in Prep to Year 12) according to the date the application was received.
- 4.2 Students need to turn 3 or 4 years old on or before 30 April in the year they will attend the College's Early Learning Centre. Early Years Enrolment Applications must also include the child's health record book which will be sited and photocopied (front page only).
- 4.3 Students enrolling in Prep must have turned 5 years old before 30 April of the year of entry.
- 4.4 To be offered a place at the College, Students entering Prep – Year 12 must demonstrate a satisfactory command of the English language in order to meet the requirements of the Australian curriculum.
- 4.5 Overseas Students who are not Australian citizens will only be accepted once all Australian Government requirements have been satisfied, prerequisite minimum English language standards have been formally verified, and the full year's Tuition Fees have been received by the College.

### 5. Priority order of enrolment

- 5.1 All Applicants must submit the Enrolment Application fully signed and completed. Enrolment Applications will only be recorded on the waiting list if the Applicant has correctly submitted to the College the Enrolment Application form in the form required and with all relevant Fees paid.
- 5.2 Once a Student has commenced at the College, their enrolment is continuous through to Year 12 unless the Student is formally withdrawn or removed from the College. The College, at its discretion, may require an enrolment application for transition from primary (Y6) to secondary (Y7). This application will not attract an enrolment application fee but may require the payment of the appropriate Commitment Fee.
- 5.3 At the discretion of the College, some applications may be given preference on the waiting list on the basis of criteria such as:
  - (a) Applicants who have siblings who are present or past students of the College;
  - (b) Applicants currently enrolled at school connected ELC's;
  - (c) Applicants who are children of Adventist families;
  - (d) Applicants who are children of Christian families; or
  - (e) Applicants who are staff members at the College.
- 5.4 A Student who has previously concluded his or her enrolment at the College because of dissatisfaction on the part of the Student, Parents or the College, would not normally be considered for re-enrolment.
- 5.5 The College reserves the right to refuse an application or remove an application from the waiting list if there are reasonable grounds for doing so, for example, when the Applicant is



unable to be contacted by the College or where the Student is too young to enter that year level.

## 6. Enrolment Agreement

- 6.1 Enrolment in the College is confirmed when a letter of offer is accepted, and all documentation requested in the letter of offer and the Commitment Fee has been received by the College. Failure to reply within the period prescribed in the letter of offer may result in the offer being withdrawn.
- 6.2 By enrolling in the College, the Applicant and Student agree to the terms and conditions of the Enrolment Agreement, which include this Policy, the Terms and Conditions of Enrolment, Parent Code of Conduct and Student Handbook, which may be changed during the period of enrolment at the discretion of the College. Apart from the specific documents forming the Enrolment Agreement, the College's rules, policies and procedures do not form part of the Enrolment Agreement.
- 6.3 Upon enrolment of the Student at the College, the Applicant and Student will abide by the College's rules, policies and procedures. Failure to abide by the College's rules, policies and procedures may result in disciplinary action or cancellation of enrolment.

## 7. Enrolment procedure

- 7.1 The enrolment procedure is as follows:
- (a) Complete the Enrolment Application and return to the College, either in hard copy or online, with:
    - (i) The non-refundable Application Fee; and
    - (ii) Any accompanying documents as specified in the Enrolment Application form, as applicable.
  - (b) Following receipt of an Enrolment Application form:
    - (i) The Student's name is registered on the waitlist for the year and the year level nominated; and
    - (ii) An interview with the Deputy Principal is arranged. At this interview the Deputy Principal will outline what the College can offer the Student and their family, and discuss any special needs with the Applicant. At this interview, the student may be required to sit an age appropriate test.
    - (iii) The family is expected to accurately represent the needs of their child. The Applicant may be required to provide additional information before the process can continue.
  - (c) A formal letter of offer of a place in the College may be made, once all required information has been provided and an interview held with the Principal or their delegate.
  - (d) If the applicant accepts the offer of enrolment, a non-refundable payment of a Commitment Fee is required within the stipulated time frame as noted in the offer correspondence.
- 7.2 Submission of the Enrolment Application and payment of the Application Fee are not confirmation of enrolment and do not guarantee a place at the College.
- 7.3 Enquiries and visits are always welcome and can be arranged by contacting the College.
- 7.4 The College will exercise its discretion in determining whether to make an offer of enrolment. Enrolment decisions shall be based on a range of information and factors and determined on a case-by-case basis. Each case shall be judged on its merits, taking individual circumstances, finances and practical implications into account, as well as:
- (a) the College's capacity to meet the needs of the student;
  - (b) the Student's progress in previous school/s with an emphasis on behaviour and attitude (if applicable);
  - (c) the Applicant's and Student's willingness to commit to the expectations of the College and its Christian beliefs; and
  - (d) current enrolments in the year level the Applicant is applying to enter.
- 7.5 An enrolment offer may be withdrawn, regardless of the availability of places, in situations where:
- (a) relevant information is withheld or information provided is found to be inaccurate; or



- (a) there is a significant change in the circumstances of a family and/or Student which cannot be reasonably accommodated by the College. In these circumstances, all due consultation will take place with the Student and family involved.
- 7.6 To assist the Principal in making a determination regarding enrolment, the College may request:
- (a) immunisation records;
  - (b) parenting and living arrangements or court orders (if relevant);
  - (c) birth certificate, evidence of Australian citizenship or permanent residency; and
  - (d) evidence to show the prospective Student and the family would be supportive of the mission of the College and its expectations for its students and parents, and capable of paying fees.
- 7.7 Applicants may make a request to change the year of entry for the Student. These requests must be submitted in writing. The assessment process, including the interview, will recommence. If the Enrolment Application Fee has been paid, it does not need to be paid again.

## **8. Withdrawals or Deferrals**

- 8.1 If a Student is enrolled and then withdraws before the scheduled commencement date or defers to a year where only a waiting list exists, all fees previously paid, except the Application Fee and the Commitment Fee, will be returned provided the College has been provided with one full term's advance notice.
- 8.2 Applicants may make a request to defer an accepted place for entry to a later year in accordance with the terms stated in the Conditions of Enrolment.

## **9. Appeals Process**

- 9.1 Where the College does not offer a place to a Student for enrolment in the College, Applicants may appeal the College's decision within 3 weeks of being notified they have not received an offer of enrolment.
- 9.2 The appeal must be in writing, signed by the Applicant and include:
- (a) name of Student;
  - (b) name and signature of Applicant; and
  - (c) grounds for appeal.
- 9.3 The College will appoint an appropriate person, other than the Principal, to assess and make a determination for appeals on a case-by-case basis. The College may preference Students as set out in its Enrolment Policy or Terms and Conditions of Enrolment and as permitted by Schedule 4 to the *Education and Training Reform Regulations 2017*. The College will notify the Applicant of the outcome of the appeal within 2 weeks of receiving the appeal.
- 9.4 If Applicants are not satisfied their appeal was adequately considered, Applicants can escalate their appeal to the Principal.
- 9.5 An appeal to the Principal must be made in writing, signed by the Applicant, within 14 calendar days after the Applicant received notice that their initial appeal was unsuccessful.
- 9.6 The Principal will consider the escalated appeal in accordance with the principles of natural justice, compassionate grounds and permitted preference of the College. This may involve a meeting with the Applicant or conducting an investigation to obtain further information about the Application and the child.
- 9.7 The Principal will make a determination and communicate it to the Applicant. This concludes the appeals process. The decision is final.

## **10. Reasonable adjustments**

- 10.1 Where information obtained by the College indicates that a Student has a Disability, the Principal (or their delegate) will consult with the Student, and his or her family or carers, to determine whether the Disability would affect the Student's ability to participate in or derive substantial benefit from the educational program at the College. Following the consultation, the College will assess whether it is necessary to make an adjustment, and whether that adjustment is reasonable.
- 10.2 The College will take into account relevant circumstances and interests when identifying what is a reasonable adjustment, including the following:



- (a) the nature of the Student's Disability;
  - (b) the information provided by, or on behalf of, the Student about how the Disability affects the Student's ability to participate;
  - (c) views of the Student, or an associate of the Student, about whether a proposed adjustment is reasonable and will enable the Student with a Disability to access and participate in education and training opportunities on the same basis as Students without Disabilities;
  - (d) information provided by, or on behalf of, the Student about his or her preferred adjustments;
  - (e) the effect of the proposed adjustment on the Student, including the Student's ability to participate in courses or programmes and achieve learning outcomes and independence;
  - (f) the effect of the proposed adjustment on anyone else affected, including the education provider, staff and other Students; and
  - (g) the costs and benefits of making the adjustment.
- 10.3 The Principal may require the parents to provide medical, psychological or other reports from external specialists, and/or require an independent assessment of the Student to enable the Principal to determine what adjustments are necessary and whether they are reasonable (having regard to the criteria above for determining reasonable adjustments).
- 10.4 If reasonable adjustments are necessary to enable a Student to enrol in or participate at the College, the College will make those adjustments to the extent that they do not involve unjustifiable hardship. In determining whether an unjustifiable hardship would be imposed on the College, the Principal will take into account the relevant circumstances of the case including the nature of the benefit or detriment likely to accrue or be suffered by any persons concerned (such as other Students, staff, the College community, the Student and the family of the Student). This includes (without limitation):
- (a) costs resulting from the Student's participation in the learning environment, including any adverse impact on learning and social outcomes for the Student, other Students and teachers; and
  - (b) benefits deriving from the Student's participation in the learning environment, including positive learning and social outcomes for the Student, other Students and teachers; and
  - (c) the effect of the Disability on the Student; and
  - (d) the College's financial circumstances and the estimated amount of expenditure required to be made by the College community - including costs associated with additional staffing and the provision of special resources or modification of the curriculum; and
  - (e) the impact of the adjustments on the College's capacity to provide education of high quality to all Students while remaining financially viable; and
  - (f) the availability of financial and other assistance to the College (such as financial incentives, subsidies or grants available to the College as a result of the Student's participation); and
  - (g) the nature of the Student's Disability, his or her preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments.
- 10.5 The Principal will discuss with the Student and his or her family (as appropriate) the concerns that it has regarding any proposed adjustment that would cause unjustifiable hardship to the College.
- 10.6 If the Principal is satisfied the Student and his or her parents (as appropriate) have been sufficiently consulted, and adjustments required are not reasonable, or would cause unjustifiable hardship, the College may decide to decline to offer the Student a position or may defer the offer.

## **11. Enrolment Register**

- 11.1 The College has an enrolment register that is a permanent record of the Students admitted to the College. The enrolment register determines those Students for whom attendance must be registered and monitored. The College has processes and procedures in place to ensure that the register is kept up to date.



- 11.2 Parents of future Students should communicate any change of address to the College via email/in writing so that contact can be maintained. The College will take reasonable efforts to maintain up to date contact details for all families, however, failure to communicate a change of address could mean a loss of enrolment opportunity.
- 11.3 If false or misleading information is provided in the Application, the College reserves the right to cancel the offer of enrolment.

## 12. Privacy and National Data Collection Statement

- 12.1 The College collects personal information, including sensitive information regarding parents, guardians and students, during and subsequent to the enrolment process in accordance with its Privacy Policy and applicable privacy laws. The primary purpose of collecting personal information is to facilitate the enrolment process and, during the course of enrolment, to provide for the best interests of Students. Please refer to the College's Privacy Policy on our website for more information.
- 12.2 The College may include photographs and/or audio/visual material of the Student captured with or without their name in print and online for distribution within the College community and publications aimed at the wider community. The Applicant consents to such use and disclosure of the Student's photographs and/or audio/visual material unless such consent is expressly withdrawn via written notification to the College.
- 12.3 The College is required to report certain data to the Australian Curriculum, Assessment and Reporting Authority and the Victorian Curriculum and Assessment Authority. This may include Student background characteristics such as sex, Indigenous status, socio-educational background and language background.

## 13. Definitions

**"Applicant"** means the person/s set out in the Enrolment Application being the Parent's and/or Guardian/s of the Student listed in that Agreement and if more than one, each of them jointly and severally.

**"Application Fee"** means the non-refundable fee required to be paid with an Enrolment Application form.

**"Charges"** means non-Tuition Fees including, but not limited to general levies, IT charges, consolidated charges, camp, excursion charges, charges for elective subjects, school materials, medical expenses and other expenses referred to in these Conditions of Enrolment.

**"Commitment Fee"** means the fee payable at the time of enrolment required to accept an offer of enrolment for the Student. This payment will be refunded at the commencement of the second term of the year in which the Student joins the College. The College reserves the right to change, amend or waive the Commitment Fee at the discretion of the Principal.

**"Disability"**, in relation to a Student, means:

- (a) total or partial loss of the 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 judgement or that results in disturbed behaviour.



**“Enrolment Agreement”** means the Agreement comprised of the Acceptance of Offer of Enrolment, the Terms and Conditions of Enrolment, Parent Code of Conduct and Student Handbook.

**“Enrolment Application”** means the application form for enrolment at the College in relation to the Student.

**“Fee Schedule”** means the list of fees published on the College website.

**“Fees”** include the Application Fee, Commitment Fee and Tuition Fees.

**“Parent”** refers to the parent/s and or guardian/s of the student enrolled at the College, and if more than one, each of them jointly and severally.

**“Principal”** means the Principal of the College, or the Principal’s delegate.

**“Student”** means the Student named in the Enrolment Application.

**“Terms and Conditions of Enrolment”** means the College’s conditions of enrolment which the Applicant will agree to be bound by when accepting any offer of enrolment made by the College, as amended from time to time.

**“Tuition Fees”** means the annual fee per Student applicable for each year level in the College’s Early Learning Centre and from Prep to Year 12 payable on the date listed in the Fee Schedule.

#### **Evaluation**

This policy will be reviewed every three years.

[Ratified by Heritage College School Council 27th July 2021](#)

**TO BE REVIEWED 2024**