



ST JOHN'S
Anglican College

STUDENT ENROLMENT MANAGEMENT PROCEDURE

Human Resources and Compliance

Version 6.0

Last Reviewed: 19 May 2021

1 Statement

Anglican Schools are firstly Christian Schools and are characterised by:

- appreciation of diversity;
- high respect for intellectual endeavor;
- commitment to tradition and dignity within school worship;
- commitment to tradition and dignity within school life;
- sense of social responsibility.

Decisions regarding the application of the enrolment process will be made in accordance with these characteristics.

2 Scope

This procedure applies to the College Council members and employees.



3 Principles

Student Enrolment and the associated documentation is integral to the business of the College. It is therefore important to:

- ensure that the enrolment process is correct;
- maintain a comprehensive enrolment policy and procedure;
- understand the disability discrimination obligations;
- keep the enrolment terms up to date through regular review;
- have both parents sign the 'Enrolment Application' and the 'Enrolment Agreement' as appropriate; and
- record and maintain the 'Enrolment Agreement' appropriately.

4 Mission

St John's inspires lifelong learning by living faith with the courage to lead self and serve others.

"where learning comes alive"

5 Vision

Every learner is empowered to excel and equipped to embrace the challenge of any future.

"developing people of good character"

6 Values

Faith – We are guided by faith in God, our community and our self.

Hope – We believe in the power of mindset and attitude. We foster a positive, safe, optimistic and empowering environment.

Love – We flourish by demonstrating cooperation, encouragement, compassion and joy.

Courage – We grow by being brave, confident, determined, resilient and putting in the effort.

Community – We are service-led and do so with respect by nurturing and celebrating relationships and traditions.

Justice – We stand for inclusivity, equity, acceptance of diversity and are stewards of the environment.



7 Student Protection

The following Statement of Commitment seeks to provide a foundation to reflect, encourage and support a child safe culture.

The Statement is to be implemented by all persons within an Anglican School or Education and Care Service.

Anglican Schools and Education & Care Services are committed to providing environments where children and young people receive the highest standard of care, where their rights are supported, and they have opportunity to thrive and be fruitful. Such environments nurture and safeguard the intelligence, dignity, safety and wellbeing of each child or young person, by placing them at the centre of thought, values and actions.

As reflected in our Ethos, our vocation is education, driven by a vision of humanity, shaped by the image of God made visible in Jesus, present in every human being.

- Every child: made in the image and likeness of God.
- Every child: loveable and loved, unique and unrepeatable.
- Outstanding education for the flourishing of people and the good of community.

Our faith is lived. We are hospitable and welcoming communities, who embody compassion, kindness, fairness, justice and love, and where exceptional pastoral care is practiced.

Working and serving the best interests of children and young people is in everyone's best interest. This is achieved through sustaining living and learning environments that are safe, supportive and stimulating. Specifically, we:

- place emphasis on genuine engagement with children and young people;
- create conditions that reduce the likelihood of harm to children and young people;
- create conditions that increase the likelihood of identifying harm where it exists; and
- respond swiftly and appropriately to any concerns, disclosures, allegations or suspicions.

This commitment is sought to be consistently reflected through the decisions and behaviour of all persons within the School or Service, who are guided by effective governance, policies, tools and processes. This fosters a child safe culture, where acting in children and young people's best interests is at the heart of what we do.

8 Student Enrolment Management

The College operates a business in terms of the corporate law definition and accordingly is subject to the requirements of operating a business.

The enrolment process commences when a parent/s or guardian/s lodge an application using the College approved forms or online process. Once the enrolment application has received full consideration by the College and an offer of enrolment has been made and accepted, an 'Enrolment Agreement' (Contract) is entered into by both parties.



The Colleges enter into contracts with parent/s or guardian/s for the provision of a service (education – teaching and learning) and the parents agree to pay a fee for that service. The contract is subject to the provisions of contract law with binding rights and obligations for both parties to the contract.

The 'Enrolment Agreement' is the fundamental source of the obligations the College has to the parent/s or guardian/s and the parents have to the College. It is essential therefore to ensure that:

- the agreement is only entered into when the College has decided that it has the resources to provide its educational offering to the student and that the parent/s or guardian/s have the resources to pay for that service; and
- the agreement includes all appropriate terms and conditions required of both parties.

8.1 Enrolment Application

The 'Enrolment Application' contains the initial information about a prospective student and their parent/s or guardian/s. It is important that the application contains all necessary and relevant information which will assist in determining whether or not an offer of an enrolment is made to the student. Parents will be asked to:

- disclose any physical, medical, behavioural, psychological, learning, or other disabilities of their child;
- disclose their marital situation;
- provide copies of any 'Family Court Orders'; and
- prior history at previous schools if applicable including school reports.

It is a requirement that wherever possible both parent/s and guardian/s sign the 'Enrolment Application' form. The exception will be where there is an acrimonious separation/divorce, and the enrolling parent or guardian acknowledges and takes full responsibility to meet the terms of the 'Enrolment Agreement', including payment of all fees.

In accordance with the current consumer protection rules, the Principal may consider and approve variation to the terms and conditions contained in the Enrolment Agreement.

8.2 Disability Discrimination

The College adheres to the 'Disability Discrimination Act 1992' and the 'Disability Standards for Education 2005'. The standards require the College to take reasonable steps to ensure that the student is able to seek admission to, participate in or access support services on the same basis as a prospective student without disability and without experiencing discrimination. For further detailed information refer to the Colleges 'Students with Disabilities Procedure'.

8.3 Enrolment

There are three major components of entering into a contract: offer, consideration and acceptance. The College will ensure prior to making an offer that:



- parent/s or guardian/s are able to afford the fees and other expenses of their child attending the College;
- parent/s or guardian/s are familiar with the College's culture and their adherence to the 'Ethos Statement for Anglican Schools in the Province of Queensland', and are comfortable for their child to be educated within it; and
- the College is able to make whatever reasonable adjustments are required for students with disabilities.

Once these considerations are clarified, an offer of enrolment can be made to the parent/s or guardian/s. The parent/s or guardian/s accept the offer by completing, signing and returning the College approved 'Enrolment Agreement', which outlines the terms of the contract and payment of the enrolment fees. When this is completed the enrolment contract is in place.

Just as it is important that both parent/s and/or guardian/s sign the 'Application Form', it is very important that both parent/s and/or guardian/s sign the 'Enrolment Agreement', which formalises the parent/s or guardian/s acceptance of the offer of a place.

If only one parent or guardian signs, the Enrolment Agreement (the Contract) will only be with that parent or guardian. This means that if it becomes necessary to pursue unpaid fees, action can only be taken against the parent or guardian who signed the Agreement.

Both parent/s and/or guardian/s should be asked to sign the Agreement even if they are separated or divorced.

8.4 Terms of Enrolment

It is important that the terms of the 'Enrolment Agreement' are reviewed annually to ensure their relevance and application. Although not an exhaustive list of terms, the following should be considered. Specific details will be outlined in the 'Enrolment Agreement'.

- ***Agreement to abide by the College's rules and policies*** – a clause requiring the parent/s or guardian/s to agree that they will abide by the College's rules and policies and participate appropriately in their child's education and the College's activities, is included in the 'Enrolment Agreement'.
- ***Compulsory Activities*** – It is important to include the agreement terms providing the Colleges' flexibility as to the programs they offer from time to time, noting clearly which programs and activities are compulsory, such as participation in the Religious Values and Education program and attendance at Chapel.
- ***Health and Safety*** - The College has a Duty of Care to its students. It is reasonable to expect parent/s or guardian/s to co-operate with the College in fulfilling the Duty of Care. The parent/s or guardian/s are required to keep the College fully informed of a student's health issues, family status changes such as separations or divorce or other special needs. Likewise, the Principal or their delegate should be authorised to consent to urgent hospital and/or medical treatment should the need arise (e.g. injections, blood transfusions, and surgery).
- ***Privacy*** - The 'Enrolment Agreement' includes statements allowing the College to take photographs and videos of student/s and parent/s or guardian/s for use in College publications,



on the College website and in other marketing and promotional material. Parents/Guardians can opt out of this agreement if they communicate directly to the College.

- **Amending the Terms of Enrolment** - Normally a contract cannot be unilaterally amended by one party to it. An 'Enrolment Agreement' will normally cover a period from one to 14 years. During that time, the College may wish to update its terms. To ensure the College's ability to adjust the terms and conditions of enrolment from time to time the agreement will include the provision for such amendment, subject to giving parent/s or guardian/s reasonable notice. (Generally this will be a minimum of one term's notice). Advice of changes to the terms and conditions of the 'Enrolment Agreement' will be communicated to parent/s or guardian/s by the Principal or the Chairman of the College Council as required. As a means to ensure that all enrolment agreements (contracts) are in the current form, it is proposed that all parent/s or guardian/s be requested to complete and sign a new agreement (contract) as approved by the College Council.
- **Recovering Fees and Other Charges** – As stated above the College has contracts with the people who have signed the 'Enrolment Agreement'. Accordingly, the College can only seek to recover unpaid fees from people who have accepted the offer of enrolment by signing the 'Enrolment Agreement'. If only one parent has signed the agreement, the College can only seek to recover the fees from that parent.
- **Consumer Credit Code** – The College can be faced with the decision to end a child's enrolment to try to come to some arrangement with the parent/s or guardian/s to pay the outstanding fees by instalments. If the College agrees to an instalment arrangement, the College needs to make sure that they enter into a new contract with the parent/s or guardian/s that complies with the 'Consumer Credit Code'. Failure to comply with the Code can lead to civil penalties.

8.5 Family Law Considerations

The Family Court makes Orders directed to the parties before it; usually the parents. These Orders cannot vary the terms of the 'Enrolment Agreement'. For example, if the Family Court has ordered the father to pay school fees in a situation where both parents signed the Enrolment Agreement, the College can, despite the Court Order, seek to recover the unpaid fees from one or both of the parents. If in this instance the College recovers some or all of the fees from the mother, she may be able to recover them from the father because of the Court Order.

Family Court Orders often refer to information that should be provided to a child's school and to information that both parent/s and guardian/s have a right to be given by the child's school. Such Orders are binding on the parties to the dispute. It is important that the College is made aware of the Court Orders so that it doesn't put any obstacles in the way of compliance by the parties with the Orders.

However, even though the Colleges ought to facilitate the provisions of Orders of the Family Court, it is not the College's responsibility to manage parental compliance with such Orders.

The information in College reports is personal information and therefore covered by the 'Privacy Act'. The use and disclosure of personal information is permitted for the primary purpose for which it was collected. The information in a College report is collected so that the College can record and follow the progress of a student. Personal information may be used for a related secondary purpose that is within the reasonable expectation of the student. Most students expect their College reports to be provided to their parent/s or guardian/s (whether or not they are living with their parents).



However, the College must make every effort to be alert to particular family situations. For example, if there are Orders of the Family Court directed at preventing a parent from knowing the whereabouts of a child (usually for safety reasons), the College ought not to send the College report to that parent.

9 Privacy

Personal information that may be collected is obtained, stored and released in accordance with the *Privacy Act 1988*. For further information please refer to the College's *Privacy Procedure*.

10 Accountabilities and Responsibilities

The table below outlines the accountabilities and responsibilities for governing and managing the College.	
College Council:	Is responsible for ensuring the proper and effective management and operation of the College. This includes defining and monitoring the strategic direction, developing and monitoring policies, monitoring the effectiveness of the College Council and College, and establishing control and accountability systems.
Principal:	Is responsible for the administration and implementation of the College's strategic direction, policies and procedures and control and accountability systems developed by the College Council. The Principal works closely with and is accountable to the College Council for leading the College to deliver high quality curriculum and educational outcomes, excellence in teaching and learning, a strong College community and driving market growth.
Manager Human Resources and Compliance:	Is responsible for ensuring the achievement of College strategic objectives through the development and application of best practice Human Resource Management principles and practices that comply with legislative requirements. The Manager Human Resources and Compliance works closely with and is accountable to the Principal for developing, implementing and evaluating an appropriate policy framework compliant with all statutory requirements.
Employees:	Are expected to abide by all College policies and procedures.

11 Related policies, procedures and other documents

11.1 Policies

Duty of Care Policy

Risk Management Policy

Student Enrolment Management Policy

Student Management Policy

Student Protection in Anglican Schools Policy

Student Welfare Policy

Workplace Health and Safety Policy



11.2 Procedures

Privacy Procedure

Student Protection in Anglican Schools Procedure

Students with Disabilities Procedure

11.3 Other documents

Australian Privacy Principles

Child and Youth Risk Management Strategy

College Vision, Mission and Values

Distinctive Ethos Statement for Anglican Schools in the Province of Queensland

Duty of Care Statement

Enrolment Agreement Form

Risk Management Plan

Induction Overview Schools New Volunteers and Staff

Code of Conduct

Student Code of Conduct

Student Protection Resource Sheets

11.4 Legislation

Age Discrimination Act 2004 (Cth)

Anti-Discrimination Act 1991 (Qld)

Australian Human Rights Commission Act 1986 (Cth)

Child Protection Act 1999

Consumer Credit Act 1994 (Qld)

Disability Discrimination Act 1992 (Cth)

Disability Standards for Education 2005

Education (Accreditation of Non-State Schools) Act 2017

Education (Accreditation of Non-State Schools) Regulation 2017

Education (Queensland College of Teachers) Act 2005

Education Services for Overseas Students Act 2000

Education Services for Overseas Students Regulations 2019

Fair Work Act 2009 (Cth)



Information Privacy Act 2009

National Code of Practice for Providers of Education and Training to Overseas Students

Privacy Act 1988

Racial Discrimination Act 1975 (Cth)

Right to Information Act 2009

Sex Discrimination Act 1984 (Cth)

Work Health and Safety Act 2011

Work Health and Safety Regulations 2011

Working with Children (Risk Management and Screening) Act 2000

Working with Children (Risk Management and Screening) Regulation 2020

Workplace Gender Equality Act 2012 (Cth)

12 Approval

This procedure was issued on 19 May 2021 under the authority of the Principal. This document represents the current policy of the College until it is revised or rescinded.

13 Managing this procedure

13.1 Review

This procedure is to be reviewed every two years or earlier if necessary. The Manager Human Resources and Compliance is responsible for reviewing or making approved modifications to the procedure and distributing.

13.2 Breach of Policy

All employees are expected to abide by College policies and procedures, failure to do so may lead to disciplinary action ranging from counselling to dismissal.

14 Document information

Version Control

Version	Date	Description	Author
5.0	23/04/2018	Procedure review and update	Manager HR and Compliance
6.0	19/05/2021	Procedure review and update	Manager HR and Compliance



15 Authorisation

Maria McIvor

Principal

Date: 19 May 2021