Enrolment Policy

Purpose: The purpose of this Enrolment Policy ("the Policy") is to ensure the allocation of students according to the Mission, Vision and Vales of Barker College as an inclusive School community that welcomes the enrolment of students from non-English speaking backgrounds, Aboriginal and Torres Strait Islander cultures, and students with disability and/or are diverse learners.

Scope: This policy applies to all Barker College staff and parents/carers of students seeking enrolment at a Barker College campus or School. A campus or School of Barker College may develop separate procedures to address any requirements applicable to the operation of that campus or School.

Mandatory or specific requirements: NESA 3.10.1 Educational and Financial Reporting. the Enrolment Policy and the staff Code of Conduct.

Responsibility: The Head of Barker College with the Council of Barker College. The Director of Enrolments has responsibility for administering the enrolment process according to the Policy.

1. Policy Statement

1.1. This Policy is in place to guide the School to meets its obligations and communicates to the staff and the School community a transparent enrolment process. On enrolment, parents, carers and students enter a partnership with the School to uphold the School's Values in a mutually beneficial relationship centered around a safe and supportive learning environment for the student.

1.2. The Policy gives guidance to those within the School community and to those who would join it concerning enrolment criteria. To the extent to which an application and its circumstances are not specifically covered in this Policy, it is the Head of Barker College's responsibility to decide the appropriate course to take in the circumstances.

1.3. Barker College seeks to enrol children who will benefit from the academic and cocurricular program the School offers. The assessment of applicants seeks to identify children and young people who are willing to participate enthusiastically in the full range of activities and to the extent they are able, and whose families understand and are supportive of the Christian aims and objectives of the School, including agreeing to student and parent/carer Codes of Conduct which apply and may be subject to change, from time to time.

1.4. The School offers a predominantly academically-orientated program together with a wide range of complementary co-curricular activities. The vast majority of the School's Senior School students proceed to university or other tertiary study on graduation. There are limited opportunities in the Senior School curriculum for students whose aspirations are otherwise directed.

2. DEFINTIONS

Note: To the extent that any definitions in this Policy contradict the Enrolment Contract terms and conditions offered by the School, the contractual terms and conditions will prevail.

2.1. *Applicant* means a student application form and payment has been completed by the Department of Enrolments from a certain date and time.

2.2. *Registration List* the applicant is placed on the Registration List for the year group of entry and this is not transferrable within the same application.

2.3. A *Confirmed Place* is made by the School up to two calendar years prior to the applicants expected commencement date, to enable the School to request and assess an applicant's current academic and learning support documentation.

3. ENROLMENT PROCESS

4. Enquiries

4.1. The School directs initial enquiries to our publicly available website contains the full details for the procedure for enrolment at the School including:

4.1.1. The Schools publicly available website;

4.1.2. The School's Fee Schedule; and

4.1.3. An *Enrolment Registration* Form.

4.2. For parents, carers and students who require additional support to access the enrolment documents on our website, a staff member can assist them by initially calling our Enrolments Office. Assistance can be provided for applicants with language, literacy and complex communication needs.

4.3. Enrolment staff are trained to provide information in a non-discriminatory way, and to communicate effectively and respectfully and to work in an environment free from violence, threats and harassment.

4.4. Application to go on Registration List

4.5. Entrance to the School is in Pre-Kindergarten, Kindergarten, Year 3, 5 and 7. Entrance at other year levels is limited to vacancies which may occur from time to time and at the discretion of the Head of Barker College.

4.6. Barker College is not registered as an education provider for students holding student visas. Parents who are permanent residents of Australia or who hold a visa which allows their child to undertake education while in Australia are welcome to apply to go on the Registration List.

4.7. Parents wishing to enrol their child at the School must complete an Enrolment Registration Form and submit it with relevant documentation to the School. The School will then place the child on the Registration List. A child will not be placed on the Registration List unless all requested documents are provided, and the Registration Fee paid.

4.8. Being on the Registration List does not guarantee a place for the child.

4.9. The Council of Barker College sets the Registration Fee and the other fees payable during the enrolment process and reviews these from time to time.

5. School's Considerations

5.1. When considering making offers of a confirmed place at the School, the School may consider the time between the application, the commencement year and the ability of the School to assess the application and suitability of the child. The School may withhold making an offer of a place up to two years prior to the applicants commencement date, to ensure the currency of enrolment information and documentation is assessed.

5.2. The School may give preference to:

5.2.1. siblings of students attending the School;

5.2.2. children who are descendants of Clergy;

5.2.3. children who are descendants of a former student of the School; and/or

5.2.4. children whose families can demonstrate an active involvement in a Christian congregation.

5.3. There is no obligation for the School to negotiate or offer an enrolment placement to staff members. The decision remains solely with the Head of Barker College at all times and the School reserves the right to hold places for alignment with strategic goals, including coeducation.

6. Request for Further Information

6.1. In certain circumstances in which the application was made when the child was very young or there is significant intervening time between the application and the commencement, the School may request more information to make an assessment for suitability. The School may decide to delay making an offer and request further information up to two years prior to the commencement date.

7. Selection of Students

7.1. At some time decided by the School after a child has been placed on the Registration List, the School will undertake an assessment process. As part of the assessment process, the School may:

7.1.1. ask the parents to provide more information about the child;

7.1.2. invite the parents to attend an interview with their **child** for an interview at the School.

7.2. Enrolment Interviews will be conducted by the Director of Enrolment's and Senior Academic staff at the School. At the interview, among other things, the School's representative will:

7.2.1. inform the parents of their responsibility to the School in relation to fees and will ascertain their ability to afford the current fees; and

7.2.2. seek to establish that the expectations and commitments of the parents are consistent with the vision, values, goals, policies and programs offered at the School.

7.3. In considering all prospective enrolments, the School may ask parents to authorise the Head of Barker College or his delegate to contact:

7.3.1. the Principal of the child's previous or current School to obtain or confirm information pertaining to the child or the child's enrolment;

7.3.2. any medical or other personnel considered significant for providing information pertaining to the needs of the child.

7.4. Where information obtained by the School suggests a profile of willful misconduct, illegal activities or strong anti-social behaviours that indicate that the child's enrolment at the School is likely to be detrimental to other students, the staff or the School, the Head of Barker College may decline to proceed any further with the enrolment process.

8. Pre-requisites for Continuing Enrolment

8.1. The School has a number of pre-requisites for continuing enrolment at Barker College, including where there are insufficient resources to deal with a child's needs and where the parents have not declared or have withheld information pertaining to their child's needs.

8.2. The School may make an enrolment decision regarding progress in Year 6 from Junior School to Middle School in Year 7, and entry into Senior School from Year 9 to Year 10 or Year 11 is not automatic granted. Assessment of the continuing enrolment decision will commence in the year prior to transitioning to Year 7 and Year 10 and the students will participate in the decision-making process where this input is consented to by the parents/carers.

8.3. The School may consider that continuation is not in the best interests of the child or in the interests of the School on the basis of:

8.3.1. General academic performance

8.3.2. Satisfactory attendance records

8.3.3. Continued satisfactory application and participation across the Schools program; and

8.3.4. Attitude, behaviour and impacts on others including staff and students.

8.4. The School will provide reasonable notice to the parents/carers and following consultation with the parents/carers and the student (if) consent is provided by the parents to do so. The final decision for continuing in these years is made by the Head of Barker College.

9. Boarding at Barker College Applications

9.1. Boarding at Barker College is usually offered in limited placements for the School Years 10, 11 and 12 with places offered for male and female students. Offers may be made for Year 9 boarding if it aligns with the strategic plan and is at the discretion of the Head of Barker College. The commitment to board at Barker College is assumed to apply all three Senior School years with parents liable for fees until the completion of Year 12, unless extenuating circumstances of financial hardship apply.

9.2. Parents and carers of current Barker students must indicate on the Enrolment Registration Form that they agree to a Boarding Assessment process for their child. In Year 9 the applications are reviewed by the Head of Boarding, Director of Enrolments and the Head of Senior School and a three year boarding contract is offered by the Head of Barker College.

10. Disability

10.1. Where a child has declared education support needs or a disability or other information has come to light indicating a possible need for educational support services or for some other measures or actions to assist the child to participate in the School's courses or programs or to use the School's facilities or services, the School will make an initial assessment of the child's needs through the following course of action.

11. Consultation and gathering of information

11.1. The School may consult with the child and the child's parents. The School, after consultation with the child and the child's parents, may:

11.1.1. require the parents to provide medical, psychological or other reports from specialists outside the School; and/or

11.1.2. obtain an independent assessment of the child.

11.2. Any assessments or reports required from non-school personnel will be at the parents' expense.

12. Assessment of child's needs and measures required

12.1. Where information obtained by the School indicates that the child has a disability, the School will seek to identify the exact nature of the child's needs and the strategies required to address them.

12.2. Having obtained this information, the School will determine whether the child, if enrolled, would require some measures or actions to assist the child to participate in the School's courses or programs or to use the School's facilities or services that are not required by students who do not have the child's disability.

12.3. Where the School determines that the child would require some such measures or actions, the School will seek to identify whether those measures or actions required are reasonable in that they balance the interests of all parties affected.

12.4. In assessing whether a particular measure or action for a particular child is reasonable, the School will have regard to all the relevant circumstances and interests, including:

12.4.1. the child's disability;

12.4.2. the views of the child or the child's parents about:

12.4.3. whether the particular measure or action is reasonable;

12.5. the extent to which the particular measure or action would ensure that the child was able to participate in the School's courses or programs or to use the School's facilities or services on the same basis as a child without the disability;

12.6. the effect of the adjustment on the child, including the effect on the child's:

12.6.1. ability to achieve learning outcomes; and

12.6.2. ability to participate in courses or programs; and

12.6.3. independence;

12.6.4. the effect of the particular measure or action on anyone else affected, including the School, its staff and other students;

12.6.5. the costs and benefits of taking the particular measure or action.

13. Unreasonable Measures and Unjustifiable Hardship

13.1. The School 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 School. In determining whether taking the required measures or actions, even though they are reasonable, would impose unjustifiable hardship on the School, the School will take into account all relevant circumstances of the case, including:

13.1.1. the nature of the benefit or detriment likely to accrue to, or be suffered by, any persons concerned (including other students, staff members, the School, the child, the family of the child, and the School community);

13.1.2. the effect of the disability of any person concerned, including the child;

13.1.3. the School's financial circumstances and the estimated amount of expenditure required to be made by the School; and

13.1.4. the availability of financial and other assistance to the School.

14. School not obliged to make offer of place

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

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

15. Discrimination

15.1. The Relevant Legislation listed at the end of this Policy makes it unlawful to discriminate against a person on the grounds of their disability, sex, sexual orientation, gender identity, intersex status or race by refusing to enrol them at the School. The School is committed to fulfilling its obligations under the law in this Policy.

16. Offer of a place

16.1. At the satisfactory conclusion of the assessment process, the School may make an offer to the parents to enrol the child. To accept the offer, the parents must, within 14 days of receiving it, deliver to the School:

16.1.1. the Acceptance Form which includes acceptance by the parents of the then current Conditions of Enrolment;

16.1.2. the non-refundable Admission Fee.

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

16.3. The School may terminate an enrolment, before or after the child commences at the School, where there are insufficient resources to deal with a child's needs and where the parents have not declared or have withheld known information pertaining to their child's needs.

16.4. If an offer of a place is declined or not accepted, the parents, should they wish to reapply, must complete an Enrolment Registration Form and otherwise comply with all the usual requirements, including payment of relevant fees.

16.5. Where places are not available in the desired year of entry, the School may offer to put the child's name on a short wait list for entry to that Year group. When places become available, children on the short wait list may be offered a place in order of date application.

16.6. If the parents of a child who have accepted an offer of a place for their child wish to change the child's commencement date at the School for any reason, they may send a written request to the School asking that the child's commencement date be moved to a different year. If a place is available in that year, the School may in its absolute discretion agree to the request with or without conditions (for example, the School may require the parents to pay an additional fee).

17. Offers for Provisional Enrolment

17.1. Where circumstances give rise to uncertainty on the part of the Head of Barker College, a provisional enrolment may be offered for a child for a set period of time.

17.2. Conditions applying to such provisional enrolment will be set out in writing. In these cases, either the parents or the Head of Barker College 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.

17.3. This provision may not be applied in the case of children with a disability.

18. Leave

18.1. Enrolled students may be granted leave, at the discretion of the Head of Barker College, for a maximum of two years. Half fees are payable to hold a place. Full fees are payable for any leave less than 12 months. Where a student returns after an absence of two years, parents are required to submit the student's school reports for the period of absence and other documentation as required by the School.

19. Returning Students – Withdrawn

19.1. A student whose parents have not paid to hold a place for that student will be regarded as having been withdrawn from the School from the time that the student stops attending the School. The parents, should they wish to re-enrol their child, must complete an Enrolment Registration Form and otherwise comply with all the usual requirements, including payment of relevant fees.

20. DEFINITIONS

20.1. The term **'parents'** includes guardians or any other person who has applied to have a child entered on the Registration List or enrolled at the School and, where the child has only one parent, means that parent.

20.2. **'Disability'**, in relation to a child, means:

20.2.1. total or partial loss of the child's bodily or mental functions; or

20.2.2. total or partial loss of a part of the body; or

20.2.3. the presence in the body of organisms causing disease or illness; or

20.2.4. the presence in the body of organisms capable of causing disease or illness; or

20.2.5. the malfunction, malformation or disfigurement of a part of the child's body; or

20.2.6. a disorder or malfunction that results in the child learning differently from a child without the disorder or malfunction; or

20.2.7. a disorder, illness or disease that affects a child's thought processes, perception of reality, emotions or judgment or that results in disturbed behaviour and includes a disability that:

20.2.8. presently exists; or

20.2.9. previously existed but no longer exists; or

20.2.10. may exist in the future (including because of a genetic predisposition to that disability); or

20.2.11. is imputed to a person.

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

RELEVANT LEGISLATION

- *Education Act 2013* (Commonwealth)
- *Education Act 1990* (New South Wales)
- *Education Act 2015* (Northern Territory)
- *Disability Discrimination Act 1992* (Commonwealth)
- *Disability Standards for Education 2005* (Commonwealth)
- *Race Discrimination Act 1975* (Commonwealth)
- *Sex Discrimination Act 1984* (Commonwealth)
- *Anti-Discrimination Act 1977* (New South Wales)
- *Anti-Discrimination Act 1992* (Northern Territory)

Next review:

Policy Owner	Date Reviewed	Comments
The Director of Enrolments	21 November 2024	Update 2018 Policy under legal review

Next Review Date	Reviewed by:
21 November 2027	Council