

# CSA Enrolment Toolkit

## Guidance Notes

Prepared as at 5 September 2022



# Introduction

## Why use the CSA Enrolment Toolkit?

Christian schools could not fulfil their mission without students. Enrolling students is therefore vital to fulfilling that mission and to ensuring its long-term sustainability. Getting the enrolment process right is essential to having a good relationship with parents and students.

The CSA Enrolment Toolkit is developed with expert advice from Carroll & O'Dea Lawyers to assist schools in ensuring a sound contractual basis for enrolments, that also takes into account the unique basis of Christian schools.

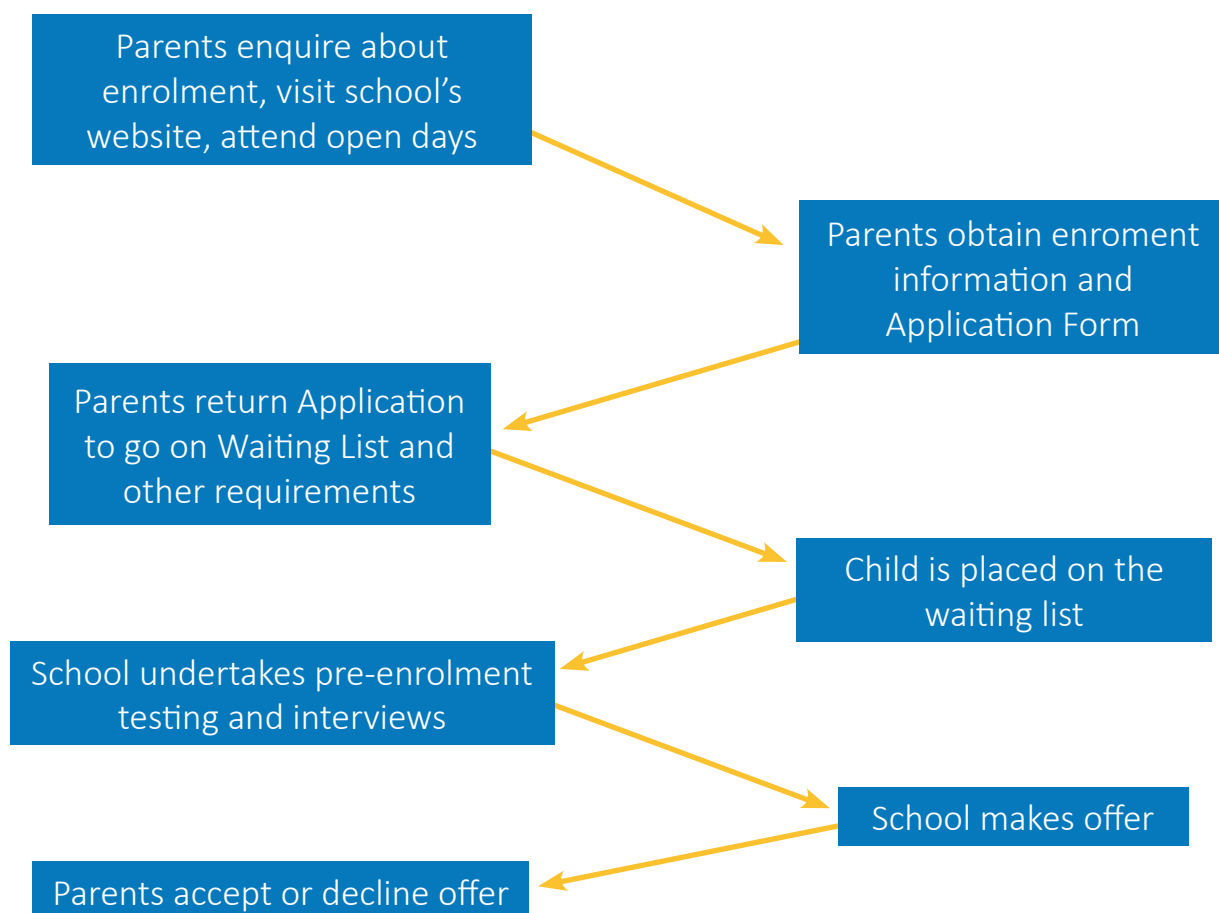
## What is in the CSA Enrolment Toolkit?

The Enrolment Package contains templates for:

- Enrolment Policy
- Application for Enrolment
- Enrolment Conditions
- Letters to parents

## The Enrolment Process

The Enrolment Policy includes this diagram which outlines the enrolment process adopted in this Toolkit:



Obviously, this process may not be followed exactly on each occasion, but it does provide a general guide to the usual steps that will be followed, and which underpin the documentation in this Toolkit.

## Letter One (“Enquiry Letter”)

This is a letter to parents who have indicated an interest in applying for a place at the school for their child. It is the first, very initial formal communication with the parents from the school.

## The Application for Enrolment

It is important to ensure that both parents sign the Application for Enrolment form as normally both parents must agree upon the school their child attends. If an Application is only signed by one parent, the school must make further enquiries as to the reason for this. Subject to the outcome of those enquiries, the school may accept an Application from just one parent and may also offer that parent a place for the child at the school. However, before doing this, the school should ensure that it understands the situation of the parent with whom it is dealing.

The Application should only ask for information required by the school to decide if it will offer a place at the school to a child. Therefore, do not add further questions to this form unless the answer to those questions is relevant to that decision. If additional questions relate to attributes protected under equal opportunity or discrimination law, even if the school does not act upon the answers, the school may find itself subject to unwanted media attention.

The school’s current Enrolment Conditions are included in the Application Form not so that the applicant parents can agree to them but rather so that they know the conditions that will form the enrolment contract if, in due course, they accept an offer of a place at the school for their child. This means that the form of the Enrolment Conditions sent to parents with an offer of a place **could be different** to those that were set out on the Application for Enrolment form. Ensuring that the offer of a place, Letter Three (“Offer Letter”), is signed by both parents, not merely the Application for Enrolment, is therefore critical.

## Letter Two (“Acknowledgment Letter”)

This is a letter to parents acknowledging receipt of their Application for Enrolment form and explaining to them what happens next. It includes two options:

- a. where places are available, it invites parents to an interview;
- b. where no places are available, it advises parents of waiting list arrangements and the possibility of enrolling the child at a different Year Level.

## Letter Three (“Offer Letter”)

This is a letter to parents offering them a place at the school for their child. It attaches the **current Enrolment Conditions** and explains how the offer can be accepted.

The enrolment contract is formed when the school makes an offer which is accepted by the parents. It is important for the school to ensure that its enrolment process is such that it makes the offer to the parents. This allows the school to state the conditions upon which the offer is made. While in theory parents could come back with a counteroffer, in practice parents will either accept the offer or reject it.

The offer of a place at the school should only be made once the school has decided that the family understands and is supportive of the school’s Christian mission, that the school has the resources to provide its educational offering to the student, and that the parents have the ability to pay school fees.

Just as it is important to ensure that both parents sign the Application for Enrolment form, so too it is very important to ensure that both parents sign the document which accepts the school’s offer of a place. If only one parent signs, the enrolment contract will be with that parent. This means that, if it becomes necessary to take action to recover unpaid fees, the action can only be maintained against the parent who signed the acceptance. It is in the school’s interests to be able to recover unpaid fees from either or both parents.

## The Enrolment Conditions

The Enrolment Conditions form the substance of the enrolment contract between the school and parents entered into at the very beginning of what, in most cases, is a long relationship between the two. The Enrolment Conditions provide an opportunity for the school to demonstrate what is important to it. That is why this template begins with sections about the school being Christian and safe.

The Enrolment Conditions are designed to be fair and are written in plain English to be easy to understand. Nevertheless, there is a business side to them designed to protect the school's interests. The school needs to tailor the Enrolment Conditions to meet its situation and procedures. The template provides guidance about those areas which require completion or variation.

These Guidance Notes will assist you to make the template Enrolment Conditions fit for the school and also to explain some of the conditions.

### A Christian School

This section makes clear to parents the fact that the school is a Christian School with a Biblical foundation. While the school may enrol children from families of other faiths, or no faith, it is made clear to parents they must support the school in fulfilling its Christian purposes and encourage the student to do the same.

There is scope in this section to reflect the purpose of the school and it may be amended to better reflect the school's purposes.

### A Safe School

This section emphasises to parents that providing a safe environment for students is important to the school and seeks their support in achieving this.

### Participation

While the school has the discretion to determine which classes are offered from time to time (and which of these are compulsory), the school should list those activities that are compulsory so that parents are discouraged from later asking that their child be exempt from certain activities.

If the school has someone better placed to handle student leave requests than the Principal, then this person (Admin office, Deputy Principal etc.) should be named in clause 13. Clause 14 should also be amended to reflect what is actually expected from parents by way of involvement at the school, so they are forewarned of the school's requirements.

### Privacy

Clause 20 reflects the legal position in relation to court orders and makes it clear to parents that the school is not responsible for enforcing such orders. While the school should seek to be a good corporate citizen and not assist a parent to breach court orders, it is not the school's role to enforce them.

### What parents must pay

It is important to include all fees and charges parents are expected to pay for students and delete any that are not applicable (for example, boarding fees for a day school) in clause 24. It is also important to note that any changes to fees and charges must be notified to parents directly and not just included in a newsletter or added to a Fee Schedule on the school's website. It could be seen to be unfair to publish fees somewhere without notifying parents about this.

In clause 27, the way the school's "Administration Fee" is determined must be set out, such as by reference to interest earned on deposits or otherwise paid by the school on an overdraft facility. This is to help the school to demonstrate that any administration fee is reasonable and therefore not a penalty, which is not enforceable.

Both parents are jointly and severally liable for fees and it is important that this is expressed clearly in the contract. This allows the School to pursue any debts against both parents, or against either of them individually.

## Ending Enrolment

Clause 32 sets out the school's expectations that students are expected to complete their education at the school, unless unforeseen circumstances arise. Where the school is a boarding school, amend this clause to provide that the student is expected to remain a boarder and the parents must give notice to the Principal if they want the student to become a day student. Where the school does not offer boarding, the references to boarding should be deleted.

Despite the intention for students to complete their schooling at the school, not all families and students will succeed and prosper within the school community. Therefore, the school must have the ability to end a student's enrolment in certain cases, although the provision of notice should be reasonable in the circumstances.

In most circumstances, it is likely to be considered fair and reasonable for the school to charge a term's fees if parents do not give a term's notice of the withdrawal of their child. However, if the school increases its fees, it is not appropriate to charge a term's fees. The last sentence in clause 34 allows parents to notify the Principal in writing within 30 days of receiving notice of any increase in fees that their child will not be returning the following term. This reduces the possibility of being in breach of the Australian Consumer Law. On the assumption that schools normally increase their fees annually, the words in this sentence assume that parents can be given notice of a fee increase by mid-November giving them until mid-December to decide whether to discontinue their child's enrolment the following year.

An alternate way to handle this issue is to omit the last sentence of clause 34 and to change the first sentence in Condition 24 to read:

*We agree to pay to the School all fees and charges for [tuition, boarding, extra subjects, excursions, camps] and the supply of goods and services to the student as determined by the School Board and as notified to us, subject to us being notified of any increase at least three months before the increase is to take effect.*

However, this approach requires notification of a fee increase to parents at least a couple of weeks earlier than this proposal.

Where the enrolment is ended due to a breakdown of the relationship or poor academic performance, the school must give three months' notice. This is considered fair as it allows parents sufficient time to make alternative arrangements for the student and broadly mirrors the notice requirements on parents. As a result, the school is less likely to be in breach of the Australian Consumer Law than the situation where parents are expected to provide longer notice than the school.

Where the enrolment is ended due to breach by the parents of the Enrolment Conditions or the student's misconduct, there is no specific requirement in relation to notice. However, the school must afford procedural fairness in those instances.

The school should also be mindful of any additional requirements in relation to ending enrolment that may be in relevant State/Territory legislation.

## The Enrolment Policy

The Enrolment Policy is designed as an internal policy document to guide and direct the enrolment process.

Although primarily an internal documents schools should be aware that it can be forced to be disclosed should any litigation occur around enrolment issues and, indeed, many schools may want at least parts of the policy made available to prospective parents to assist them in determining whether to make an application.

Where the “School’s Considerations” include matters that may be subject to protection under State or Territory discrimination law, such as those listed below, specific advice is recommended:

- accommodation status;
- age;
- association (whether as a relative or otherwise) with a person who is identified by reference to another protected attribute;
- breastfeeding;
- disability;
- employment status;
- gender identity;
- genetic information;
- immigration status;
- industrial activity;
- irrelevant criminal record;
- parent, family, carer or kinship responsibilities;
- physical features;
- political conviction;
- pregnancy;
- profession, trade, occupation or calling;
- race;
- record of a person’s sex having been altered on birth documents;
- relationship status;
- religious appearance or dress;
- religious conviction or belief;
- sex;
- sex characteristics;
- sexuality;
- subjection to domestic or family violence

(Please note: the protected attributes vary across jurisdictions, may be expressed in different ways, may not be protected in relation to the provision of education and may be subject to exemptions or exceptions, usually tied to religious belief).

## How to Use the Enrolment Toolkit

### Using the templates

The templates can be used with minimal change, merely as outlined in the relevant notes to reflect the school name and details.

Used in this way the Toolkit provides a sound basis for school action and ensures a robust contractual arrangement between the school and parents.

### Existing schools

Obviously, existing schools will already have enrolment arrangements in place and established policies and documentation.

The Toolkit can be used to benchmark existing documentation and processes. It may be that existing processes do not address particular issues, in which case the existing documentation may need to be revised.

Alternatively, existing process or documentation may include more expansive or extensive requirements. Even in this situation it may be valuable for schools to review these existing practices to ensure that those practices are:

- necessary, and
- legally sound.

The requirements of the Australian Consumer Law in relation to “standard term contracts” should be particularly considered.

## New schools

For new schools, this Toolkit provides an excellent basis for the creation of your enrolment processes. While you may seek further assistance in understanding nuances of State/Territory legislation the Toolkit is a robust starting point.

## Online Enrolments

Where schools have, or are seeking to, move to an online enrolment process the Toolkit templates can be utilised as the basis for the creation of online forms and documents.

## Seeking Further Advice

If the school needs additional conditions or if further assistance is required to tailor the Enrolment Conditions to suit the school, please contact:

David Ford  
Carroll & O'Dea Lawyers  
[dford@codea.com.au](mailto:dford@codea.com.au)  
02 9291 7134

Carroll & O'Dea Lawyers will charge CSA member schools a fee fixed of \$650 plus GST until 30 June 2023 to review the documents after you have sought to modify them for your use if desired. To take advantage of this arrangement, please contact David Ford.

## Important Notes

## Disclaimer

Model documents are provided for information and guidance purposes only. The documents should be used only after a thorough review and understanding of the contents of the documents. Because these documents have been drafted to provide general guidance the actual content of a particular document may not be appropriate for your School.

Therefore, while these documents may serve as an excellent starting point for drafting or revising similar documents, competent professional advice is strongly recommended.

## Copyright

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