



## ENROLMENT POLICY AND CONDITIONS (Early Learning Centre)

1. Kesser Torah KTC ('KTC') offers places to Jewish students who it considers will contribute positively to the KTC community. Both acceptance into KTC and continued enrolment at KTC are at KTC's discretion.
2. KTC assesses applicants taking into account a range of factors, which generally include:
  - (a) the student's:
    - respect for KTC's ethos as an Orthodox Jewish day school;
    - commitment to and ability to participate in the KTC's educational program;
    - commitment to and ability to participate in the KTC's co-curricular program; and
    - all-round character; and
    - complying with such rules and directions as given by teachers and Senior Managers from time to time
  - (b) the student's family's commitment to enrolling their child for the duration of the KTC program. For example, due to the limited spaces available in the KTC Early Childhood Centres, KTC may reserve vacancies to be filled by students whose families are committed to sending their child to our Primary School.
3. Depending on the circumstances, KTC may also offer places to non-Jewish students who are working towards Orthodox Jewish conversion.
4. KTC seeks to meet the individual learning and other needs of all its students. Accordingly:
  - (a) KTC will only accept a student if it considers that its resources and facilities will be reasonably able to meet the student's needs;
  - (b) KTC may refuse to enrol a student who has special needs, if the accommodation of those needs would impose an unjustifiable hardship on KTC;
  - (c) KTC may review a student's enrolment from time to time and may cancel the enrolment if KTC considers that it can no longer appropriately meet the student's needs or to do so would impose an unjustifiable hardship on KTC; and
  - (d) If KTC may not otherwise be able to appropriately meet a student's needs, KTC may consider accepting an offer from the parents of the student to make payment (in addition to KTC's usual fees) for special programs or services, which are designed to meet those needs.
5. All families enrolling a child at KTC for the first time must provide a copy of the parents' or maternal grandparents' Kesuva (Marriage Certificate). This condition does not apply to parents who already have a child enrolled at KTC. Different conditions apply to adopted children.
6. Students must be assessed by KTC as being school-ready before they may progress from KTC Education and Care Centre to its Primary School. KTC will make its assessment based on its own information, and (if it considers this appropriate) an external assessment.
7. Enrolment is conditional on students and their families providing accurate relevant information to KTC, both before and after enrolment, including but not limited to, information about the student's immunisation status in accordance with government requirements from time to time.
8. If there is an outbreak of disease at KTC, KTC may without notice temporarily exclude any student who is not relevantly immunised.
9. Students in the Primary School and High School must:
  - (a) abide by KTC's rules in effect from time to time; and
  - (b) demonstrate satisfactory standards of effort, attitude and behaviour in order to continue at KTC and progress to the next year level. KTC considers that a student is deficient in any of these areas, KTC may require the student to be counselled, to repeat a year level, or to leave KTC.
10. Continuing enrolment is also conditional on a student's family:
  - (a) abiding by KTC's rules in effect from time to time;
  - (b) supporting KTC in its endeavours to deliver education to the student;
  - (c) complying with KTC fees policies and/or fees agreements; and
  - (d) generally cooperating with KTC in the interests of the student and the KTCKTC may suspend and/or withdraw enrolment of any student if a member of the student's family has breached any of these conditions.
11. If a family wishes to remove a student from Kesser Torah College, the family must give KTC one term's notice in writing, or pay the equivalent of a term's fees in lieu of notice (irrespective of any fee assistance received by the family). Commitment Deposits paid will only be refunded on withdrawal if your child has completed at least one full year of Primary School at KTC. Commitment Deposits will not be refunded if your child leaves KTC before that point.
12. Dispute Resolution
  - (a) Should there be any dispute between KTC and a student's family as to the provision or non-provision, or content, of a fee subsidy application including a failure to provide a properly completed fee subsidy application when a subsidy is requested; and/or a failure to agree or pay a student's tuition or any other fee to KTC, in whole or part, representatives of KTC and the family are to meet at KTC's premises within 7 days of a request (which can be a telephone or email request) by either party, to attempt to resolve the dispute.
  - (b) If the parties cannot resolve their dispute within the time period set out in paragraph 13(a), KTC must refer the dispute to Rabbi Mottel Krasnjanski ([mottel@lenox.com.au](mailto:mottel@lenox.com.au)), or such other Dayan as he may decide, who must, after giving both parties the opportunity to provide submissions as to their respective positions, determine the dispute as a binding arbitration. The Commercial Arbitration Act 2010 (NSW), will apply to the determination of the dispute. KTC will initially pay any fees charged by the Dayan but if the dispute is resolved adversely to the student's family the Dayan may determine as part of the arbitrated award that some or all of his fees are payable by the student's family.
  - (c) Both KTC and the student's family will accept the ruling of the Dayan as a binding halachic (Bein Ledin Bein Leotas)\* determination of their dispute and agree and acknowledge that his determination will be enforceable pursuant to the laws of NSW, and is intended to be a final determination of the dispute.
14. KTC may, at its discretion, vary this Enrolment Policy and Conditions from time to time without notice. \*(the ruling is binding)

*I/we understand and accept the above policy and conditions of enrolment at Kesser Torah College. I/we understand that all information I/we have provided on this form is accurate and that I/we have discussed everything relevant to my/our child's potential enrolment at KTC.*

-----  
Full name of parent/guardian 1 [circle one]

-----  
Full name of parent/guardian 2 [circle one]

-----  
Date

-----  
Date

-----  
Signature of parent/guardian 1 [circle one]

-----  
Signature of parent/guardian 2 [circle one]