

# ENROLMENT POLICY & CONDITIONS

1. **Applications for enrolment** may be made at any time by the parent/carer(s) of the student. For successful applicants, the student will commence attendance from a date to be determined and advised by the at the discretion of the school. This decision rests with the College Principal.
2. Kesser Torah College ('KTC') offers places to Halachically born or converted Jewish students. Both acceptance into KTC and continued enrolment at KTC are at KTC's absolute discretion.
3. KTC assesses applicants, considering a range of factors, which include the student's:
  - (a) respect for KTC's ethos as an Orthodox Jewish day school.
  - (b) commitment to and ability to participate in KTC's educational program.
  - (c) commitment to and ability to participate in KTC's co-curricular program.
  - (d) all-round character.
  - (e) compliance with such rules and directions as are given by teachers and Senior Managers from time to time.
  - (f) 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.
  - (g) KTC's Waiting List Policy
4. Depending on the circumstances, KTC may, at its discretion, also offer places to non-Jewish students who are working towards Orthodox Jewish conversion.
5. All families enrolling a child at KTC for the first time must provide a copy of the parents' or maternal grandparents' Ketuba/Kesuva (Religious Marriage Certificate). This condition does not apply to parents who already have a child enrolled at KTC. Different conditions apply to adopted children.
6. 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 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 that the student's continued enrolment would impose an unjustifiable hardship on the College.
  - (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.
7. Students must be assessed by KTC as being school-ready before they may progress from KTC Early Learning to its Primary School. KTC will make its assessment based on its own information,



and (if it considers this appropriate) any relevant external assessments. A student's education at KTC is a family undertaking and is a continual consultative partnership between the parents, the student, and the college during the student's time at KTC.

8. Parents enrolling a child at the College for Year K should ensure that the child is **5 years of age on or before 30 April of the enrolment year.**
9. **Enrolment is conditional** on students and their families providing accurate relevant information to KTC, both before and after enrolment, including but not limited to:
  - (a) information about the student's immunisation status in accordance with government requirements;
  - (b) specialised medical or psychological diagnoses and reports;
  - (c) any custodial or court orders in place; and
  - (d) parents must immediately provide the school with details of changes to any of the above information.

Should it be discovered subsequent to a student's enrolment that information was not disclosed, the school reserves the right to withdraw enrolment with immediate effect.

10. In the event of a disease outbreak at KTC, the College has a duty of care to inform parents and, without prior notice, temporarily exclude any student who is not appropriately immunised. This measure is to ensure the health and safety of all staff and students at KTC.
11. Students in the Primary School and High School must:
  - (a) abide by KTC's rules and policies as updated from time to time;
  - (b) attend compulsory activities such as carnivals, camps, excursions, and incursions; and
  - (c) demonstrate satisfactory standards of effort, attitude, and behaviour to continue at KTC and progress to the next year level. If 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. These decisions are at the absolute discretion of the school.
12. **Continued enrolment** at the College is dependent upon the student making satisfactory academic progress, attending school consistently and both the student and the parent/carer(s) observing the Behaviour Code of Conduct and all other requirements of the College.
13. **Continued enrolment** is also conditional on a student's family:
  - (a) abiding by KTC's rules;
  - (b) compliance with KTC's Parent Code of Conduct;
  - (c) supporting KTC in its endeavours to deliver education to the student;
  - (d) compliance with KTC fee policies and/or fees agreements; and
  - (e) general cooperation with KTC in the interests of the student and KTC
12. **English Fluency**; There is an expectation that students from Overseas or who have a NESB (non-English speaking background) will have a certain level of fluency with English. Students from overseas who don't have a level of fluency in English may be required to enrol in or undertake an Intensive English Language Course, as preparation for studying at KTC at the expense of the

parent/carer(s). Exemptions from these requirements may be granted at the discretion of the school.

13. **KTC may suspend and/or withdraw enrolment** of any student if a member of the student's family has breached any of these conditions.
14. If a family wishes to withdraw a student from Kesser Torah College, the family must give KTC one full 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). Parents who are withdrawing their child need to write to the College Principal giving one term's notice.

#### 15. **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 15(a), KTC must refer the dispute to Rabbi Mottel Krasnjanski (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 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 "the ruling is binding") 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.

(a) **Applications:** All applications for Enrolment must be on the school's official application form and signed by the parents/carer(s)

(b) Failure to do so may result in the enrolment being delayed or declined.

When the Application is received, the Principal will consider it based on the school's enrolment policy criteria above and the school will:

- (a) advise that it declines to make an offer of enrolment; and/or
- (b) advise the parent/carer(s) that the student's name will be placed on a waiting list and an offer made if a place becomes available; and/or
- (c) advise that it will make a conditional offer of enrolment and will reconsider the application not more than two years prior to the enrolment
- (d) arrange an interview with the Principal, at which the parent/carer(s)' expectations and the student's needs will be discussed.

- (e) following this meeting, the College will advise whether it will confirm or withdraw the offer, and/or
- (f) advise the parent/carer(s) they must attend for an interview following which the College will decide whether to make an offer of enrolment and/or
- (g) advise whether it wishes to make an offer of enrolment.

16. If the College makes an Offer of Enrolment [or Conditional Offer of Enrolment] the parent/carer(s) must sign an acceptance of the offer on the form provided. Failure to do so may result in the enrolment being delayed or declined.
17. If an offer of enrolment is made and accepted, not less than four months' notice must be given if the parent/carer(s) decide not to proceed with the enrolment to give the College time to fill that position. If the required notice is not given, one term's fees will be charged.
18. For enrolment in the Early Learning Centre (ELC), a non-refundable application fee of \$500 must be paid. This fee will be deducted from your first fee payment in January but is not refundable should you decide to cancel or delay your child's enrolment.

As of 1st October 2024, if there are any changes to your child's attendance days (reducing days of attendance) you will forfeit \$100 per day and this will be taken from your deposit. Please refer to the *Enrolment Form* for further details.

19. Parent/carer(s) are responsible for informing the College of any changes to address or contact details. Failure to provide updated information may result in key school correspondence not reaching the family and/or personal information about the student being sent to an incorrect address.
20. Any questions concerning enrolment should be referred to the Enrolments Officer via email at this address: [enrolments@ktc.nsw.edu.au](mailto:enrolments@ktc.nsw.edu.au).
21. KTC may, at its discretion, vary this Enrolment Policy and Conditions without notice.

<b>Policy &amp; Procedure</b>	<b>KTC Enrolment Policy &amp; Conditions</b>	<b>Comment</b>
<b>P&amp;P Owner</b>	Principal	
<b>Date of Issue</b>	15/5/24	
<b>Change Date</b>	12/07/24	Revised, Additional Clauses & reformatting
<b>Date for Review</b>	12/07/25	