



Enrolment Policy Handbook 2025

Yeshivah – Beth Rivkah Colleges

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A INTRODUCTION

1. Yeshivah - Beth Rivkah Colleges (**the College**) is comprised of Yeshivah College (for male students), Beth Rivkah Ladies College (female students) and the Yeshivah – Beth Rivkah Preschools which, together, educate students from Creche to Year 12.
2. This handbook and the policies contained herein apply to all enrolments at the College and correspondingly to all parents and guardians of the College.
3. The College has absolute discretion to vary this Enrolment Policy Handbook and all College policies (including the policies contained in this Enrolment Policy Handbook and any other policies) at any time.

B COLLEGE VALUES, MISSION AND VISION

B.1 Values

1. The College is committed to refine each student's character, to foster a passion for Judaism inspired by Chabad Chassidus and to produce outstanding academic and personal results in all endeavours.
2. Students will be inspired with:
 - 2.1 **Ahavas Yisroel:**
 - To love and have concern for others
 - To give to others
 - 2.2 **Pride in being Jewish:**
 - To be G-d fearing
 - To feel a personal connection to Hashem
 - To be Torah-committed
 - To be inspired by the Rebbe and his teachings
 - To love their Torah studies, especially Chabad Chassidus
 - 2.3 **Respect:**
 - To be welcoming;
 - To have respect for themselves, others and the environment; and
 - To be menschen.
 - 2.4 **Striving for excellence:**
 - To demonstrate persistent commitment to learning;
 - To pursue the highest quality education; and
 - To fulfil their potential.
 - 2.5 **Empowerment:**
 - To demonstrate initiative;
 - To think positively to engender positive results (tracht gut vet zein gut);
 - To encourage themselves and others; and
 - To engage in lifelong learning

B.2 Mission

3. To refine each student's character, to foster a passion for Judaism inspired by Chabad Chassidus and to produce outstanding academic and personal results in all endeavours.

B.3 Vision

4. To provide an affordable, high-quality, Jewish education so our students can succeed in all spheres of their lives and positively impact the world.

C COLLEGE LEADERSHIP

- Principal
- Head of Secondary
- Head of Primary
- Head of Preschool
- Senior Management Team
- Chair of the College Board
- Head of Students

D COMMUNICATION OF POLICIES & AMENDMENTS

1. This Enrolment Policy Handbook (including the policies contained herein) is accessible to all parents and guardians, students, staff, visitors, external stakeholders and other members of the College community through the College website and intranet.
2. There are other policies that are not contained in this Enrolment Policy Handbook that are available on the College website, or you can request a copy from our office staff.
3. This Enrolment Policy Handbook and the policies contained herein will be reviewed:
 - 3.1 Annually, as part of the College's policy review schedule; and
 - 3.2 At any other time considered appropriate by the College.
4. Any amendments to the Enrolment Policy Handbook and the policies contained herein will be in effect from the date of publication.

E ENROLMENT POLICY

E.1 Aims of the Policy

1. The aims of the **Enrolment Policy** are:
 - 1.1 To promote fairness and transparency with respect to the admission process to the College;
 - 1.2 To set out the basis on which offers of admission are made; and
 - 1.3 To comply with the requirements of the *Education and Training Reform Act 2006* (Vic) and other relevant legislation.

E.2 Roles and Responsibilities

2. The Board is responsible for authorising the **Enrolment Policy** and for approving the criteria for enrolment.
3. The Principal (or delegate thereof) is responsible for:
 - 3.1 implementing this **Enrolment Policy** in accordance with

- (a) the aims set out in 1 above;
 - (b) Commonwealth and state privacy legislation, and
- 3.2 maintaining an accurate enrolment register (and any waiting list).

E.3 Enrolment Criteria

E.3.1 Enrolment Registration Form

- 4. Place offers will only be made for students who have been formally registered to enrol at the College by means of the completion of an Application for Enrolment.

E.3.2 Religious criteria

- 4.1 The College will only accept enrolment of a student:
 - (a) who is Jewish in accordance with Halacha and the rulings of the Melbourne Beth Din (if required); or
 - (b) who is undergoing conversion to Judaism supervised by an Orthodox Beth Din with a recommendation signed by all of the Dayanim of the Beth Din and approved by the Yeshivah – Beth Rivkah Colleges Rabbinical Subcommittee. Continued enrolment is subject to the student maintaining enrolment and completing the conversion program.
- 4.2 To verify the criteria set out above, all families enrolling a child at the College for the first time must provide the College with a copy of the child's parents' or maternal grandparents' Ketubah (religious marriage document) or Synagogue Marriage Certificate.
- 4.3 The College reserves its right to request additional supporting documentation.
- 5. Eligibility for enrolment will not be influenced by a family's synagogue affiliation, or lack thereof.

E.3.3 Age criteria

- 6. The College will only accept enrolment of a student into Foundation:
 - 6.1 Where the student turns five years old before the 30th of April in the year the student is to commence school; or
 - 6.2 Where the student turns five years old after the 30th of April in the year the student is to commence school, strictly at the discretion of the Principal.

E.3.4 Students' transferring from another Jewish Day School

- 7. Before accepting a student into the College, and in order to fulfil the College's obligations to the current staff and enrolled students, the College will consider:
 - 7.1 the prospective student's academic history;
 - 7.2 the prospective student's behavioural history.
- 8. The College reserves the right to only make an Offer of Enrolment to a student from another Jewish Day School after a financial clearance has been obtained from the other school that confirms that the student's parents and/or guardian have paid, in full, the tuition fees and any other fees to that school prior to enrolling at the College.
- 9. The College may contact the student's other school in order to verify any financial clearance provided. All information will be dealt with in accordance with the **Privacy Policy**.

E.3.5 Families in financial arrears

10. The College reserves the right to not make an Offer of Enrolment to a student if a sibling or siblings are already enrolled at the College and the parents and/or guardian is in arrears with tuition.

E.3.6 Special Needs Students

11. Before accepting a student into the College, and in order to fulfil the College's obligations to the current staff and enrolled students, the College will consider:
 - 11.1 the enrolment criteria as contained in this policy;
 - 11.2 whether the College can reasonably provide the proposed adjustment or special programs or services (see paragraph (E.8) below);
 - 11.3 the effect of the proposed adjustment or special programs or services on anyone else affected, including the College, staff and other students; and
 - 11.4 the costs to the College of making the necessary adjustment or funding the special program or service.
12. Where the College considers it is not able to appropriately meet a student's needs due to financial considerations or the impact on the College, staff and other students, the College retains absolute discretion to refuse enrolment of the student.

E.3.7 Discretion

13. Notwithstanding the satisfaction of the enrolment criteria set out herein, Acceptance into the College is at the Principal's absolute discretion irrespective of whether the enrolment criteria has been satisfied.

E.4 Enrolment Process

E.4.1 Provision of documentation

14. Application for enrolment at the College is commenced by the provision by parents and/or guardians of:
 - 14.1 a completed ***Enrolment Application Form*** (available on the College website);
 - 14.2 the student's immunisation record or medical exemption from immunisation;
 - 14.3 any and all information relating to the student's special needs; and
 - 14.4 any other information or documents as set out in the ***Enrolment Application Form***.

E.4.2 Attendance at an interview

15. In order to be considered for enrolment at the College, parents and/or guardians and student (where applicable) are expected to attend an interview with the Principal or relevant Head of School.

E.5 Priority for enrolments

16. Enrolment applications (other than for the ELC) are generally processed in order of receipt, however the College also considers other criteria including whether the newly enrolled student:
 - 16.1 has siblings already attending the College;
 - 16.2 is a sibling of enrolling students when there are multiple enrolments occurring;

- 16.3 is a child of a past student (a past student is someone who has completed any four consecutive years at the College (P-12) and/or completed Year 12 at the College); and
- 16.4 has deferred enrolment into the College.
- 17. Regardless of the criteria set out above, in certain circumstances and based on the needs, and size of, the class, the College has absolute discretion to accept a student ahead of others as it sees fit.
- 18. There is no 'order of receipt' priority whatsoever given to:
 - 18.1 students who were offered enrolment previously but rejected it for whatever reason; and/or
 - 18.2 students who previously enrolled and withdrew from the College.

These students' applications for enrolment will be processed upon receipt of their current application in the usual way.
- 19. For the avoidance of doubt, the criteria for priority enrolment set out in clause [14] herein do not apply where:
 - 19.1 the student does not satisfy the criteria for enrolment because the parent and/or guardian is arrears in tuition fees for another student; or
 - 19.2 a parent and/or guardian has breached, or is in breach of, the College's policies.

E.5.1 New students in Years 10, 11 and 12 and Mesivta

- 20. Priority entrance into years 10, 11 and 12 as well as the Mesivta will be given to existing students. Entry of new students into years 10, 11, 12 and Mesivta is not guaranteed and is at the full discretion of the College. Notwithstanding this clause, the College has absolute discretion to admit a new student based on the College's needs as they may be from time-to-time.
- 21. Admission into these grade levels is subject to a fee assessment and may incur additional levies to offset the higher costs of the program.

E.6 Offer and Acceptance of Enrolment

E.6.1 Offer

- 22. Following completion of the enrolment process, the College may make an Offer of Enrolment in respect of the student or students. The Offer of Enrolment will be in writing, sent to the parent and/or guardian's email address as set out in the Enrolment Application Form.
- 23. The Offer of Enrolment is accepted by returning of the signed Offer of Enrolment, the executed Fee Agreement and Acceptance of College Policies, within 14 days of receipt.
- 24. If a parent or guardian wishes to make an application for CAPS prior to accepting an Offer of Enrolment, the parent or guardian should advise the College and the College will:
 - 24.1 Open the CAPS Portal for the purposes of an application to be made; and
 - 24.2 Allow the Offer of Enrolment to remain open during the application process, to a maximum period of 28 days.
- 25. Where an application for CAPS is made prior to acceptance of an Offer of Enrolment, the process for the CAPS application is to be in accordance with the **Fee Policy** (save for the timeline of the opening and closing of the CAPS portal).
- 26. For the avoidance of doubt:

- 26.1 failure to provide any all information or documentation to support an application for CAPS; and/or
 - 26.2 failure to provide any further information and documentation as requested by the College in support of an application for CAPS,
- will result in an automatic rejection of a CAPS application.
- 27. If an executed Fee Agreement and Acceptance of College Policies is not returned to the College:
 - 27.1 within 14 days (where an application for CAPS is not being made in advance of the Offer of Enrolment); or
 - 27.2 within 28 days (where an application for CAPS is made prior to the Offer of Enrolment);
 the Offer of Enrolment will lapse.

E.6.2 Responsibility to provide accurate information during the Application process

- 28. The provision of false information during the application process, or the withholding of relevant information during the application process, could be grounds to withdraw enrolment

E.6.3 Deferral and retaining a place during absence from the College

- 29. An Offer of Enrolment may be deferred:
 - 29.1 by completion of an Acceptance of Enrolment and notation of deferment therein.
 - 29.2 for a maximum period of one year.
- 30. The College will retain a place for a student at the College during an absence of not more than one year if:
 - 30.1 the applicable tuition fees (excluding excursions camps and similar expenses) are paid during the period of absence, regardless of whether the student's place is filled by the College during the absence; and
 - 30.2 Where the reason for a parent withdrawing a student is for the purpose of travelling interstate or overseas for a period of no more than one year, if the purpose is regarded as acceptable by the Principal.
- 31. Application may be made to the Fee Subcommittee for assistance in some circumstances. The Fee Subcommittee may have regard, amongst other things, to the amount of notice, if any, given to the College, the purpose of the absence, whether the absence is due to interstate or overseas travel, and whether the parent is paying school fees interstate or overseas and if so, the quantum of such fees.

E.7 Conditions of Continued Enrolment

- 32. Continued enrolment at the College is conditional upon:
 - 32.1 The continued provision of:
 - (a) any and all relevant and accurate information to the College including but not limited to Financial Documentation (as defined) within 14 days of any request made by the College;

- (b) the student's immunisation status within 7 days of any request made by the College; and
 - (c) any and all information relating to the student's special needs within 14 days of any request made by the College.
- 32.2 A student's parents and/or guardians:
 - (a) abiding by the College's rules and policies in effect from time to time, including without limitation the Parent Code of Conduct;
 - (b) supporting the College in its endeavours to deliver education to the student;
 - (c) complying with the College's fees policies and/or fees agreements; and
 - (d) maintaining a constructive and positive relationship with the College.
- 32.3 A student:
 - (a) abiding by the College's rules in effect at all relevant times, including, without limitation, the College Code of Conduct;
 - (b) Where applicable, maintaining enrolment in any conversion program (in accordance with clause E.3.2 4.1(b)); and
 - (c) demonstrating satisfactory standards of effort, attitude behaviour and academic performance in order to continue at the College and progress to the next year level. If the Principal considers that a student is deficient in any of those areas, the student may be required to be counselled, to repeat a year level, or to leave the College, as set out in the ***Progression Policy***.
- 33. If a student exhibits aggressive behaviours, behaviours that pose an unacceptable risk to others, or behaviours that are inconsistent with the modified requirements of the student's behaviour management policy, the College may consider that it is no longer able to meet the student's needs. This may lead to the suspension and/or cancellation of student's enrolment at the school
- 34. Any student who was enrolled whilst undergoing conversion to Judaism supervised by an Orthodox Beth Din, which is recognised by the Melbourne Beth Din, must show ongoing engagement and progression in the conversion process as verified by that Beth Din.
- 35. Students do not automatically progress from year to year or from primary campus to secondary campus. Progression is based on the academic performance of students in their subjects and at the discretion of the Principal.
- 36. If the College determines that the student's physical needs, required welfare or behavioural support, or required Learning Enhancement support exceeds the school's resources or capacity to cater to the student, the College may consider that it is not able to meet the student's needs. This may lead to the suspension and/or cancellation of student's enrolment at the school.
- 37. Where a student is at risk of not progressing to the next year level or campus, the Principal will:
 - 37.1 Contact parents;
 - 37.2 Engage in intervention strategies to support the student and their learning
 - 37.3 Be placed on a Student Academic Plan so that progress and achievement can be monitored.

38. Progression into VCE, including eligibility for particular subjects, is set out in the Senior School & VCE Handbook.
39. The College may suspend or expel a student in circumstances where his or her parent(s) and/or guardian fails to comply with the conditions of continued enrolment.

E.8 Learning support for children with special needs

40. The College recognises that a child with a special need should, insofar as is reasonably practicable, have the same opportunities to attend and participate at the College as any other student
41. The College is committed to collaborating with parents and other professionals of a child with a special need to identify adjustments that it can reasonably make for a child to attend the College. The College also endeavours to ensure that any child with a special need receives the same educational opportunities as other children at the College.
42. In determining whether the College can reasonably provide the requested adjustment, the College will consider:
 - 42.1 the student's special need;
 - 42.2 the enrolment status of the student;
 - 42.3 the views of the student and the student's parents;
 - 42.4 whether the student's parents or guardians provides the appropriate support for special programs or services which are designed to meet the needs of the student;
 - 42.5 the effect of the adjustment on the student, including the effect on the student's:
 - (a) ability to achieve learning outcomes;
 - (b) ability to participate in courses or programs; and
 - (c) independence;
 - (d) the effect of the proposed adjustment on anyone else affected, including the College, staff and other students; and
 - (e) the costs and benefits of making the adjustment.

E.8.1 Withdrawal of a Student

43. For all year levels (except at completion of year 12 or Mesivtah), withdrawal of a student requires a Notice of Withdrawal to be given in writing by email to the College Principal.
44. Notice of Withdrawal must be given with one full term notice.
45. If Notice of Withdrawal is not given in accordance with the above, a term's school fees will be payable. (Refer **Fee Policy**).

E.9 Termination of Enrolment

E.9.1 Grounds

46. The College will only consider and action termination of enrolment as a last resort.
47. Termination of enrolment may occur by reason of, inter alia:
 - 47.1 Breach of behavioural standards of student (refer **Student Code of Conduct** and **Discipline Policy**);
 - 47.2 Breach of behavioural standards of parent (refer **Parent Code of Conduct**);

- 47.3 the absence or continued absence of a student which impacts upon the College's ability to deliver the curriculum and other activities; and
- 47.4 the student's refusal to undertake the required work which impacts upon the College's ability to deliver the curriculum;
48. Termination of enrolment for financial reasons as set out in the ***Fee Policy***.

E.9.2 Process

49. Termination is effected in writing by way of a Notice of Termination of Enrolment, signed by the Principal and delivered to the parents and/or guardian of a student by email or any other necessary means in order for it to be brought to their attention.

F FEE POLICY

F.1 Introduction

1. A core value and mission of the College is the commitment to making Jewish Education affordable and accessible for all Jewish children. College fees and levies play an essential role in enabling the schools to provide the quality of education expected at the College.

F.2 Scope

2. This ***Fee Policy*** applies to all fees relating to the College.

F.3 Fees and Levies

F.3.1 Tuition fees

3. Tuition Fees contribute to the cost of educating students at the College.

F.3.2 Levies

4. Levies facilitate various teaching and learning activities and resources. These include:
- General and Jewish Studies subject and curriculum teaching resources
 - ICT
 - Library resources
 - Subscriptions
 - Photocopying, publishing, class stationery and art and craft supplies
 - Class sets and consumable workbooks
 - Student health and well-being programs
 - Catering
 - Copyright fees
 - Excursion / incursion
 - IT licenses
 - Gifts, awards
 - Miscellaneous expenses
 - Photocopying & printing
 - School events & programs
 - Stationery & office supplies
 - Teaching resources
 - Student leadership Development programs
 - Improved security
 - In-house events and exhibitions
 - Educational milestones celebrations
 - Graduations

- Special assemblies
- Incursions
- Guest speakers
- Partial funding of excursions, swimming programs and Yom Tov & pre Yom Tov celebrations
- Shabbatonim and camps.

F.3.3 Other fees and optional activity charges

5. Other fees and optional activity charges may be payable as determined from time to time. These include charges such as:
 - music lessons charges;
 - integration aide costs; and/or
 - VET Course Fees.
6. Participation in these activities and courses is conditional on payment being made in accordance with this **Fee Policy** and any request for payment by the College.

F.3.4 Camp Fees

7. Camp fees will be determined and finalised on a year-to-year basis. The College will notify parents of the cost, and payment terms, as early as practicable.
8. Participation in Camp is conditional on payment being made in accordance with this **Fee Policy** and any request for payment by the College.

F.4 Billing and payment process

9. Fees and levies will be charged to your account as follows:
 - 9.1 Tuition Fees, Levies and Camp Fees will be charged to the **parent account** as one **annual amount** at the beginning of the school year.
 - 9.2 The family must enter into an agreed fee agreement with the school fees office by no earlier than 1 week after the College receives the school fee statement, and no later than 22 December each year, for the following year. (Please refer to the Payment Options section of this Policy.)
 - 9.3 School fee statements are usually emailed at the beginning of each term or on request.
 - 9.4 Other fees and optional activity charges may be charged during the course of the year and will be due and payable as and when charged.

F.5 Calculation of Tuition Fees

10. The Tuition Fees payable by a family will be assessed and calculated by the College depending on whether the family is a full fee payer or is assessed under the CAPS process.

F.5.1 Full Fee Payers

11. Full fee payer families will be charged the full annual Tuition Fee per child enrolled at the College (subject to any scholarship or bursary granted to the student).
12. A family discount on Tuition Fees is based on the number of children concurrently attending the Colleges from Foundation to Year 12. The discount rate is:
 - 12.1 second child – 10% discount
 - 12.2 third child – 20% discount

12.3 fourth child and more – 30% discount

13. Family discounts are applied in such a way that the highest discount rate is applied to the youngest child in the family.

F.5.2 CAPS

14. The CAPS – ‘Creating Access, Promoting Success’ – policy was introduced in 2014. The intention is to make Jewish education affordable and accessible for all Jewish children, particularly by giving eligible families certainty about the maximum annual Tuition Fees they would pay for their school age children at the College.
15. If eligible for CAPS, the tuition fee payable is calculated on the basis of a percentage of a family's gross household income, as determined by the College.
16. The College retains absolute discretion in determining the tuition fees payable, even if a family has lodged an application for, and been approved, for CAPS.
17. Eligible parents will pay between 8-18% of their **total annual gross household** income during the previous financial year in Tuition Fees for all their children attending the Colleges. Levies, Camp Fees, Other Fees and Optional Activity Charges are charged in addition to the CAPS fee.
18. **For the avoidance of doubt, families whose children are either first enrolled or returning to the College in either Year 10, Year 11 or Year 12, will be eligible for CAPS but due to the higher costs of VCE and VCAL programs a levy will be charged in addition to assessed school fees.**
19. Childcare fees, VET Course Fees, Camp Fees, Other Fees and Optional Activity Charges are excluded from CAPS and are payable in addition to tuition fees calculated under CAPS.

F.6 CAPS eligibility criteria

20. Families may be eligible for CAPS if they have:
 - 20.1 a combined gross household income of less than \$350,000 per annum during the previous financial year (for divorced or separated parents, this includes any child support received); and
 - 20.2 less than \$350,000 equity in assets (excluding the primary family residence).
21. There are certain legal and accounting principles which could allow families to reduce their household income and/or asset portfolio in such a way as to come within the CAPS eligibility criteria. For the purposes of the policy, and to ensure that it remains fair and equitable, the College reserves the right to disregard any such structuring and minimising principles.

F.6.1 Household income

22. A household includes:
 - 22.1 Parents;
 - 22.2 Guardians; and
 - 22.3 Any step-parents (if applicable).
23. Household income includes (but is not limited to):
 - 23.1 gross income (not limited to taxable income);
 - 23.2 any pension and government supplement payments (excluding CCS);
 - 23.3 periodic payments received (whether taxable or not);
 - 23.4 loans or any other financial payments received from extended family
 - 23.5 corporate income accessible by the household as a director and/or shareholder;
 - 23.6 trust distributions;

- 23.7 dividends;
- 23.8 interest from bank accounts; and
- 23.9 any other accessible finance the College may deem to be household Income for the purposes of CAPS eligibility.

F.6.2 Assets

- 24. Assets include (but are not limited to):
 - 24.1 investment properties;
 - 24.2 self-managed super funds;
 - 24.3 shares; and
 - 24.4 term deposits and cash in bank accounts.

F.6.3 CAPS Process

- 25. On or around 1 September each year, the College will open the CAPS Portal for the following year and parents and/or guardians will be invited to lodge an application for CAPS.
- 26. The application will require a combination of online information and the provision of supporting Financial Documentation. Financial Documentation includes (but is not limited to) the parent and/or guardians:
 - 26.1 Tax returns for both parents and/or guardians
 - 26.2 Company and trust tax returns;
 - 26.3 three consecutive current pay slips for both parents and/or guardians;
 - 26.4 If the parents are self-employed and pay slips are not applicable, a letter from the parents' accountant verifying estimated income in the current year;
 - 26.5 Centrelink statement showing income received for the previous financial year;
 - 26.6 Any other documents relevant to the application, as requested.
- 27. Any application for CAPS will be automatically rejected if:
 - 27.1 Any information and/or supporting Financial Documentation not submitted by the advertised closing date of the CAPS Portal;
 - 27.2 Where the College has requested further information and/or Financial Documentation and this information and/or Financial Documentation is not provided within the time frame specified in the request by the College.
- 28. The CAPS Portal will be open for a period of 6 weeks and will close prior to the end of October (unless notified otherwise).
- 29. Within 14 days of CAPS closing, eligible families will be advised if their applications for CAPS has been accepted, and if so, the total sum of their reduced tuition fees for the following year.
- 30. If the College discovers that any information or Financial Document provided as part of a CAPS application is incomplete, inaccurate or misleading, the College reserves the right to revoke its approval for CAPS and charge the full fee amount for the student or students of the respective family (backdated for the school year).
- 31. If a family has been approved for CAPS and fails to pay the assessed fees in accordance with the agreed fee agreement, the family will be liable for fees at the full fee payer rate (less any family discount, if appropriate).

F.6.4 Disputing a CAPS determination

32. Where a family disagrees with a CAPS determination, the family must make an application in writing for review and submit it to the College's Fee Committee, who will review the application and issue a final and binding decision.
33. The application for review must be made within 14 days of receiving the determination, and by no later than 30 November of the relevant year.
34. The Fee Committee's decision must be made within seven days of receiving the application for review.
35. If an application for CAPS was not made within the relevant timeframe or was rejected by reason of a failure to provide information and/or Financial Documentation, a further application for CAPS may be submitted at any time which, if accepted, will be subject to an administrative fee of \$320. (This does not apply to new students to the College, who will lodge an application for CAPS prior to enrolment).
36. One of the conditions of being on the CAPS model is that payments are to be made via direct debit. (In some exceptional circumstances only, the College may accept payment by credit card. This would need to be discussed with the College, and is at the absolute discretion of the College).

F.7 Payment Options

37. Within 14 days of a family receiving notification of their CAPS acceptance (and by no later than 10 December of each year) parents and/or guardians of every student at the College must enter into an annual Fee Agreement which will specify the amount of tuition fees and allow parents and/or guardians to select one of the following arrangements for payment:
 - 37.1 paid annually, in advance, by close of business on the first day of school. To reflect the reduced administrative burden on the school, this payment will attract a 3% discount.
 - 37.2 paid in two equal instalments, paid by the first day of terms 1 and 3;
 - 37.3 paid in four equal instalments, paid by the first day of each term;
 - 37.4 paid in 11 equal monthly instalments, with the first instalment to be paid by no later than 31 January and the last instalment to be paid no later than 30 November of the school year; or
 - 37.5 paid in 23 fortnightly instalments with the first instalment to be paid by no later than 15 January and the last instalment to be paid by no later than the 30 November of the school year.
38. If a parent and/or guardian's credit card, direct debit or cheque payment is declined, the College will charge an administration fee charged of \$50 per instance.
39. Where a parent and/or guardian has not entered into a Fee Agreement by 20 December in the year preceding a new school year, the student(s) will be removed from all class lists and their enrolment will be suspended. An administrative fee of \$320 per student will be added to any Fee Agreement offered by the College after this date.

F.8 Unpaid fees

40. Unpaid fees cause problems for the functioning of the College.
41. Unpaid fees may accrue after a family has commenced in the College and parents or guardians fail to meet their financial commitments. Where there is genuine financial hardship, the College

will do everything that it can to help the family, provided it is brought to the attention of the College in a timely manner.

F.8.1 Deferral to Full Fee Payer rate

42. If at any stage an account is in arrears without agreement, the College's collection process will be set in motion.
43. If an account is in arrears, the College reserves the right to cancel an agreed fee agreement and require payment of fees upfront at the Full Fee Payer rate, and in full each term, to secure the student's enrolment for the following term.

F.8.2 Removal from the College

44. If an account remains in arrears without agreement for an unreasonable period of time the College may, in its absolute discretion:
 - 44.1 temporarily suspend the students from attendance at the College; or
 - 44.2 permanently terminate the student's enrolment.

F.8.3 Dealing with Fee Disputes

45. By accepting enrolment of a child at the College, parents and guardians agree to arbitrate any dispute relating to any fees and levies claimed with the College according to halacha through an halachic judicial process.
46. If parents and/or guardians fail or refuse to participate in the halachic judicial process, the College reserves the right to commence proceedings to recover all outstanding fees and levies, at the Full Fee Payer rate, in an appropriate court or tribunal.
47. Any costs incurred by the College in pursuing unpaid fees will be charged to the parents and/or guardian or anyone else who has accepted responsibility to pay the fees.

F.8.4 Liability for fees

48. All parents and guardians are and remain jointly and severally liable for any fees arrangements entered into with the College, regardless of any change in marital status.

F.9 Withdrawal of a Student

49. The College appreciates that families do, on occasion, feel the need to move a student to another school due to any number of educational, social, emotional or other reasons. The College will support families to make the transition as easy as possible.
50. The costs, to the College, of a student being withdrawn without adequate notice, can be significant. There are considerable costs to the College that are based on numbers enrolled at the College at the beginning of each year, and at other relevant intervals during the year. These include:
 - 50.1 The number of classes per year level, and associated staff numbers;
 - 50.2 Government funding;
 - 50.3 Special needs funding;
 - 50.4 Licensing;
 - 50.5 Copyright; and
 - 50.6 Integration and learning aides.
51. The College relies heavily on government funding. The College outlays substantial funds at the commencement of each year which are reimbursed towards the end of the year provided, inter

alia, on the number of enrolled students at various intervals during the year. The withdrawal of students during a year can significantly affect the amount of reimbursement to the College and result in a substantial loss to the College.

52. **To protect the College's legitimate interests, the College requires one full term's notice for the intended withdrawal of a child. In the absence of such notice, one full term's fees will be charged.** The written notice must be received at the College by the first day of term. Any notice received after the first day of term will render parents and/or guardians liable for the fees for that term and the subsequent term in lieu of notice.
53. In the case of withdrawal, parents and/or guardians will also be liable for any levies and any other fees and optional activity charges already allocated to them. Levies are not refundable nor are they prorated for any period during the year if a student is withdrawn from the College.
54. Depending on numerous factors (including those referred to in clauses 50 and 51 above, the parent and/or guardian acknowledges that the College receives a certain amount of government funding every school year, largely related to the enrolment at the College. **If a family has had their Tuition Fees assessed using the CAPS model and the required notice is not provided, an amount of \$2,500 per child will be payable, in addition to any levies and any other fees and optional activity charges, which sum is directly referable to the amount of government funding as assessed.**

G GRIEVANCE POLICY

G.1 Purpose

1. A Complaint is an expression of dissatisfaction with an action taken, decision made or service provided, or the failure to provide a service, take action or make a decision at school.
2. An Anonymous Complaint is a Complaint made by a person on an anonymous basis.
3. A Formal Complaint or Grievance is a matter to be investigated according to formal processes. This includes complaints which are not able to be resolved through informal processes or mediation, and matters relating to allegations of misconduct where disciplinary action against a student or staff member may be an outcome of the investigation.
4. The purpose of the ***Grievance Policy*** is to provide the framework for:
 - 4.1 Receiving and addressing Complaints, Formal Complaints and Grievances at the College; and
 - 4.2 Procedures to be followed in investigating Complaints, Formal Complaints and Grievances.

G.2 Scope

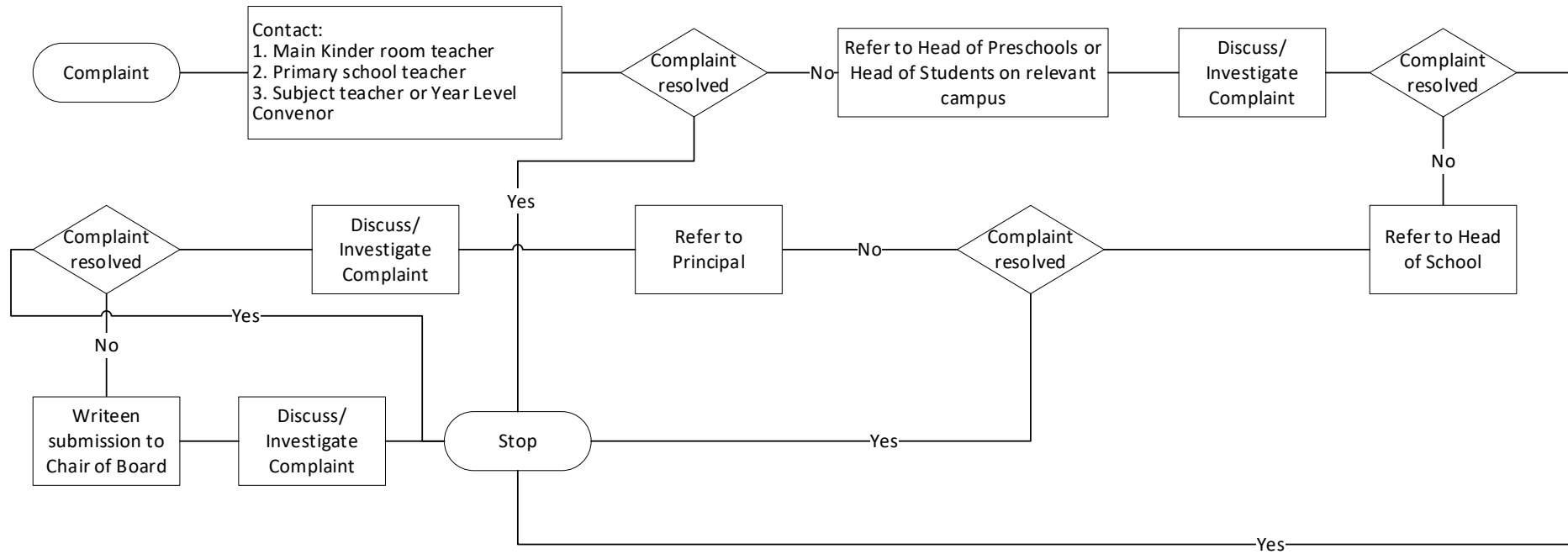
5. The ***Grievance Policy*** applies to all students, parents and guardians who have a Complaint, Formal Complaint or Grievance that falls within the College's area of responsibility.
6. The Grievance Policy does not apply to complaints of serious misconduct. Matters of serious misconduct such as sexual offences, criminal charges, serious incidents, or matters requiring mandatory reporting should be raised with the relevant external authority (See ***Child Abuse Reporting Policy and Child Protection Policy and Procedure***).

G.3 Guiding Principles

7. The College welcomes feedback it receives from parents and/or guardians, students and staff. Responding to both positive and negative feedback promotes open communication. Complaints about any aspect of the College's operations, service, students or staff will be handled in an appropriate and timely manner.

8. The confidential nature of Complaints will be respected (See **Privacy Policy**.)
9. The College undertakes to:
 - 9.1 Investigate Complaints thoroughly and impartially;
 - 9.2 Handle Complaints seriously and sympathetically;
 - 9.3 Handle Complaints promptly and confidentially; and
 - 9.4 Where appropriate, encourage individuals to take ownership of their actions and reflect on the impact of their behaviour.
10. The following principles underpin this policy:
 - 10.1 In the event of a Complaint, where appropriate, every attempt will be made to seek a resolution to the matter through informal discussions;
 - 10.2 It will be the objective of all concerned, to resolve all Complaints in a timely, consistent and fair manner; and
 - 10.3 All parents, guardians, students, and other the College community members have the right to report a Complaint.
11. When addressing a Complaint it is expected that all parties will:
 - 11.1 Show respect and understanding of each other's point of view;
 - 11.2 Operate within applicable legislation;
 - 11.3 Acknowledge that their goal is to achieve an outcome acceptable to all parties;
 - 11.4 Act in good faith and in a calm and courteous manner; and
 - 11.5 Recognise that all parties have rights and responsibilities which must be considered.
12. All Complaints will be considered in accordance with the College's complaint-handling procedures including when a complainant's behaviour is thought to be unreasonable. (For Vexatious Complaints, see **Parent Code of Conduct**).
13. While a person dealing with the complaint considers a range of factors and views, they may at any point in the process outlined in this policy consider a complainant's behaviour to be unreasonable, inaccurate, misleading, malicious or false. In these circumstances, it is appropriate for the person dealing with the complaint to communicate to the complainant the basis on which this consideration was arrived at. The person dealing with the complaint may also indicate an acceptable procedure for future communication with the complainant about their complaint.
14. The College considers behaviour to be unreasonable when the Complaint:
 - 14.1 is clearly and significantly outside the expectations of cooperation, courtesy, and respect
 - 14.2 calls for staff resources and time unjustified by the nature or significance of the complaint;
 - 14.3 is brought without merit or simply untrue, often to cause annoyance to another person; and/or
 - 14.4 is oriented towards conflict.

G.4 Flow Chart



G.5 Procedure

G.5.1 Making a Complaint

15. In the first instance, Complaints should be addressed to:
 - 15.1 the subject teacher or year level convenor in the High School;
 - 15.2 the subject teacher in the Primary Schools; or
 - 15.3 the kinder teacher in the Preschool room.

G.5.2 Receiving Complaints

16. When a Complaint is received by the College staff, the person to whom the complaint is addressed will:
 - 16.1 Encourage the complainant to resolve the complaint directly with the person involved where appropriate;
 - 16.2 Through informal discussion, attempt to resolve the issue;
 - 16.3 Save for anonymous Complaints, inform the complainant that they may request a meeting with the Head of Primary or Secondary School, Head of Preschool or Principal to discuss their Complaint; and
 - 16.4 If the matter cannot be resolved informally or directly, inform the complainant, to submit a Formal Complaint or Grievance.

G.5.3 Anonymous Complaints

17. An Anonymous Complaint may be made if absolutely necessary.
18. Anonymous Complaints are discouraged because of the challenges involved in dealing with them. The College is limited in its dealing with Anonymous Complaints because the College is:
 - 18.1 unable to liaise with the complainant; and
 - 18.2 potentially unable to provide full particulars of any allegations to a respondent.
19. An **Anonymous Child Protection Complaint Form** is available on the College website.
20. College staff must do their best to deal with anonymous Complaints taking into consideration the associated challenges.
21. The procedure of dealing with an Anonymous Complaint is to be aligned as closely as possible to the usual processes.

G.5.4 Dealing with a Formal Complaint or Grievance

22. A Formal Complaint or Grievance must be in writing.
23. A Formal Complaint or Grievance should be provided, preferably by email, to the Principal or the Head of Secondary School, Head of Primary School or Head of Preschool as appropriate.
24. In circumstances where a Formal Complaint or Grievance is given to a staff member who is not the Principal or the Head of Secondary School, Head of Primary School or Head of Preschool, the staff member should record all relevant details and immediately forward the Formal Complaint or Grievance to the Principal, Head of Preschool, Head of Primary School or Head of Secondary School as appropriate.

25. A Notifiable or Reportable Complaint is a Complaint that alleges a breach of a relevant Act or Regulation, or alleges that the health, safety or wellbeing of a child at the College may have been compromised. If a Complaint is a Notifiable or Reportable Complaint and needs to be reported to an external agency, the Principal (together with the Head of Secondary School, Head of Primary School or Head of Preschool where appropriate) and a member of the Welfare team must promptly make a report to the relevant authority (See ***Child Abuse Reporting Policy and Child Protection Policy and Procedure***).
26. If the Complaint is a Notifiable or Reportable Complaint, the Principal (together with the Head of Secondary School, Head of Primary School or Head of Preschool where appropriate) and a member of the Welfare team will inform the complainant of the requirements to notify the relevant external authority of the Notifiable or Reportable Complaint and explain the role that the authority may take in investigating where appropriate (See ***Child Abuse Reporting Policy and Child Protection Policy and Procedure***). The College will:
 - 26.1 Maintain appropriate records of the information and data collected, including minutes of meetings, incident reports and copies of relevant documentation relating to the Formal Complaint or Grievance;
 - 26.2 Respect the confidential nature of information relating to the Formal Complaint or Grievance and handle it in a discreet and professional manner; and
 - 26.3 Store all written information relating to grievances securely and in compliance with the College's Privacy Policy.
 - 26.4 All mandatory reports or issues related to any form of abuse will be registered by a welfare committee member and stored in an area with secure and restricted access.
27. If the Formal Complaint or Grievance is serious but "non reportable", the Principal, Head of Secondary School, Head of Primary School, Head of Preschool, or another member of staff will aim to:
 - 27.1 Acknowledge the Formal Complaint or Grievance in a timely manner being no more than 2 business days;
 - 27.2 Disclose any conflict of interest, stand aside from the investigation and subsequent processes, and pass the matter on to the Principal or another member of the Senior Management Team if necessary; and
 - 27.3 Inform other the College staff if their involvement is required;

G.5.5 Unresolved complaints after initial contact

28. Complaints that remain unresolved after initial consultation can be escalated to the Head of Students on the relevant campus or to a member of the Senior Management Team.
29. If a Complaint still cannot be resolved after escalation through the hierarchy, it can be referred to the Principal. The Principal may refer halachic/hashkafic complaints to the Board's Rabbinic subcommittee.

G.5.6 Investigating the Formal Complaint or Grievance

30. The Head of Primary or Secondary School or the Head of Preschool will consider the nature and the details of the Formal Complaint or Grievance and either commence an investigation or pass the matter on to the Principal if required.

31. When investigating the Formal Complaint or Grievance and gathering relevant information, the person conducting the investigation will:
- 31.1 Meet with individual complainant, and give right of reply to the person against whom the allegations are made in relation to any accusation or information relating to an alleged incident where appropriate;
 - 31.2 If any of the parties are students, refer the students to the Head of Students;
 - 31.3 Inform staff involved that they have the right to be accompanied by a support person such as a friend or colleague;
 - 31.4 Inform staff involved that if they engage the services of a lawyer or other advisor, the staff member is responsible for payment of all costs of such services. The school must be notified 48 hours prior to the meeting if a lawyer has been engaged, and in what capacity they will attend;
 - 31.5 Dependent on the seriousness of the issue contact relevant parents/guardians;
 - 31.6 Offer the complainant the opportunity of meeting with the Principal of the College to discuss the complaint and provide additional information where relevant;
 - 31.7 Inform the complainant of the procedures for dealing with the grievance if the complainant does not take up the opportunity to attend a meeting;
 - 31.8 Document the time, date and detail of meetings/discussions, and follow this up with a letter to the complainant outlining the information discussed;
 - 31.9 Review relevant information and documents;
 - 31.10 Obtain any other relevant information or documentation that will assist in resolving the grievance; and
 - 31.11 Seek advice, where appropriate, from individuals and organisations that may be able to assist in resolving the grievance such as the Independent Schools of Victoria.

G.5.7 Following the Investigation

32. Once the investigation of the Formal Complaint or Grievance is complete, the person conducting the investigation will:
- 32.1 Endeavour to resolve the Formal Complaint or Grievance by mutual agreement of the parties involved;
 - 32.2 Attempt to resolve the Formal Complaint or Grievance within 10 working days;
 - 32.3 Meet to discuss the information gathered and determine further action, including generating recommendations to be presented to the Principal of the College if necessary;
 - 32.4 Ensure that any recommendations or actions are in accordance with relevant legislation, funding and compliance requirements;
 - 32.5 Document outcomes and issue formal warnings or disciplinary action where required;

- 32.6 Report outcomes that may include relevant information gained in investigations and consultations to the Principal and, where required, provide any recommendations for consideration by the Principal;
- 32.7 Inform the Principal of the involvement of external authorities and the outcomes of any investigation by external authorities;
- 32.8 Advise the complainant and other relevant parties of any decisions made by the Principal in relation to the grievance; and
- 32.9 Follow up to ensure the parties involved understand and have been communicated with clearly in relation to the outcome and monitor progress on any actions taken. Further disciplinary action or sanctions may be implemented if issues persist.

G.5.8 Failure to resolve the Formal Complaint or Grievance

- 33. If the Formal Complaint or Grievance is not resolved following investigation:
 - 33.1 The complainant should outline the Formal Complaint or Grievance in writing to the Principal; and
 - 33.2 Every effort will be made to resolve the issue within 10 working days;
 - 33.3 If, following the 10 working day period, the issue is not resolved, then in that situation, either the College or parent and/or guardian may refer the Formal Complaint or Grievance to mediation with an external accredited mediator. Either the College or the complainant may suggest up to three persons to act as mediator, however, both parties must agree on the mediator and share the costs thereof.
- 34. If the issue remains unresolved after mediation:
 - 34.1 The Principal will review the Formal Complaint or Grievance and investigation documentation, and the mediation documentation, and will issue a decision in writing to the complainant.

G.5.9 Right of Review

- 35. If a complainant is not satisfied with the outcome, or the Formal Complaint or Grievance directly concerns the Principal, then the complainant may refer the matter to the Chair of the College Board.
- 36. The Chair of the College Board, or a delegate thereof, will:
 - 36.1 review the investigation process;
 - 36.2 determine whether the College's procedures have been followed; and
 - 36.3 determine whether the College has arrived at a reasonable determination.
- 37. The Chair of the College Board has absolute discretion to decide whether any further action will be taken including, if considered appropriate, referral of the matter to an independent third party.
- 38. This policy does not limit a complainant's right to access other available agencies and processes including legal processes.

39. Complainants may refer to the following websites for further information:
- 39.1 <http://www.vrqa.vic.gov.au/complaints/Pages/default.aspx> (for school related complaints); or
- 39.2 <http://www.education.vic.gov.au/childhood/providers/regulation/Pages/complaints.aspx> (for preschool related complaints).

H PARENT CODE OF CONDUCT

H.1 Purpose

1. The ***Parent Code of Conduct*** is intended to maintain an environment of respect and safety throughout the school. All members of the school community have a right to an environment free from harassment and to converse comfortably in a positive and co-operative manner.
2. The College aims to graduate students who are literate and learned in Jewish Studies, who are able to take their places as fully contributing members to their Jewish community and to Am Yisrael as well as the broader Australian community. The College believe our partnership with parents of students at the school contributes to the high standard of education that the College offers to students, in accordance with Halacha and the College's Chabad Chassidic ethos and practice. The College's shared values and an understanding of behaviours enable the College community to work together in a positive manner.

H.2 Scope

3. This ***Parent Code of Conduct*** applies to all parents and guardians who interact with anyone at the College at any time.
4. Parents and guardians are expected to respect the College's values and Chabad ethos and way of life and conduct themselves in a courteous and respectful manner at all times.
5. The ***Parent Code of Conduct*** outlines the way in which the College requires parents and guardians to conduct themselves. This applies when on or off the College campuses, or whilst participating at in-school activities or out of school events, and includes communicating with members of the College community, including students, staff and parents, or others who are not involved in the College community.
6. The ***Parent Code of Conduct*** also asks parents to respect school rules, policies and religious ethos, and not to conduct themselves in a manner which will bring the College into disrepute, by ensuring adherence by their children whilst attending the College. By following this policy, the College can ensure a safe and nurturing environment for all members of the College community.

H.3 Ethical Conduct

7. Parents and guardians must:
 - 7.1 refrain from engaging in gossip, or malicious or judgemental communication, either directly or online, and are to ensure that anything they say about others is fair and truthful.
 - 7.2 refrain from actions and behaviour that constitutes bullying, harassment, discrimination or vilification.
 - 7.3 refrain from offensive, insulting or derogatory language or conduct.
 - 7.4 dress appropriately (respectfully) when attending the College.

- 7.5 not smoke on College grounds or within four metres of any entrance (Victorian Law).
- 7.6 not possess or consume alcohol on College grounds (unless the alcohol is consumed at an event that has been sanctioned by the College leadership).
- 7.7 show proper care and regard for school property, the property of others and for occupational health and safety concerns.

H.4 Communication and Interactions

- 8. Written and spoken communication to anyone in the College should be courteous and respectful.
- 9. Parents and guardians must:
 - 9.1 interact civilly and with respect, with staff, students and other parents and guardians at all times, whether inside or outside of the College environment.
 - 9.2 not use abusive language, raise their voice, insult or engage in violent behaviour to anyone at the College or at any related event.
 - 9.3 not discipline or raise their voice or get involved in verbal altercations with another parent or child under any circumstances.
 - 9.4 advise the school of areas of potential conflict, such as parenting and family court orders in accordance with relevant laws.
 - 9.5 respect the privacy of students, parents, guardians, staff, contractors and volunteers in the school community.
 - 9.6 not take a photo or video recording of an individual student (other than their own child or children), staff member or parent without their (or in the case of a student, their parents') consent.
 - 9.7 not post a photo or video recording of a student (other than their own child or children), staff member or parent on social media without their (or in the case of a student, their parents') consent.
 - 9.8 not intimidate, undermine, threaten, bully or harass any student, parent, guardian or staff member.
 - 9.9 not disclose the personal details of a staff member, a student or another parent to any other person without their (or in the case of a student, their parents') consent.

H.5 Use of Social Media

- 10. Despite the range of positive uses of social media, parents and guardians should recognise that there are also a number of ethical and legal issues associated with its use. Parents and guardians should be aware that there are a number of potential legal liabilities that may arise, particularly in relation to issues related to reputational damage and defamation.
- 11. The College's expectations of its parents and guardians include the following:
 - 11.1 The College, its staff and members of its community should not be defamed. Parents and guardians should take care to ensure that they do not publish any

material that could cause another person to think less of anyone in the College or the wider community.

- 11.2 When using social media, it is expected that parents are respectful to staff and students as well as other parents. Social media should not be used as a means to voice grievances about the College.
- 11.3 Photographs of students should not be shared or posted by parents or guardians without the express consent of the student and the student's parent or guardian.
- 11.4 Photographs of students in College uniform represent the College and should not be shared or posted anywhere if they have the potential to bring negative connotations towards the College or its staff and students.
- 11.5 Parents and guardians should not allow their children to engage in behaviours which do not reflect the College values and ethos, even outside of school hours, especially whilst in uniform.

E.g. non-kosher food/establishments. Whilst in uniform, in or out of the College environment, students are reflecting the values and ethos of our school. As such, the uniform must be worn in the correct manner at all times.
- 11.6 The confidential information of parents, staff and students should not be given to anyone without their (and in the case of students, their parents' or guardians) express consent.

H.6 Vexatious Complaints

- 12. A Vexatious Complaint includes:
 - 12.1 a groundless, unreasonable, unwarranted or burdensome, complaint (written or verbal) made with an adverse primary intent to cause distress, detriment or harassment; and
 - 12.2 repetitive complaints about the same, or similar, issues.
- 13. A Vexatious Complaint:
 - 13.1 will be determined by the College Board;
 - 13.2 will be considered a breach of the **Parent Code of Conduct** and the College will take appropriate action against a parent and/or guardian involved in any Vexatious Complaint.

H.7 Breaches of the Code of Conduct

- 14. The consequences for breaches of the **Parent Code of Conduct** will be determined by the Principal (in consultation with the Chair of the Board, if appropriate) and may include one or more of the following:
 - 14.1 The College may ban a parent or guardian from entry to school grounds or from attending College-related co-curricular activities or other events.
 - 14.2 The College may direct that a parent or guardian may only communicate with members of staff through a nominated College representative.

- 14.3 In cases of serious or repeated breach of this **Parent Code of Conduct**, the College may terminate the enrolment of the child or children of that family, as determined by the Principal.
- 14.4 Where appropriate, the College may involve other authorities.
- 14.5 The College may take legal or other actions it decides is appropriate according to the nature of the breach.

I CHILD PROTECTION

1. The College is committed to ensuring child safety.
2. A Child safe culture is championed and modelled at all levels of the College from the top down and bottom up.
3. In accordance with its commitment to child protection, the College has developed a **Child Protection Policy and Procedure** which provides clear guidelines to safeguard against any form of abuse against children and students. Governance arrangements facilitate implementation of the **Child protection Policy and Procedure**.
4. The **Child Protection Policy and Procedure** is available on the College website.
5. The College is committed to complying with the new Child Safe Standards that came into effect on 1 July 2022. These are set out in the **Child Protection Policy and Procedure**.
6. The College welcomes parents and/or guardians participation in promoting child safety and wellbeing. The College welcomes feedback from parents and/or guardians about the College's child safe approach and the continued review of the relevant policies.

J MANDATORY REPORTING

1. All children have a right to feel safe and to be safe. All staff at the College have a legal and moral responsibility to respond to serious incidences involving abuse and neglect of the children with whom they have contact, and to report instances they believe involve physical abuse, sexual abuse or neglect.
2. All members of the College staff are mandated by law to report signs of physical and/or sexual abuse, and neglect.
3. In accordance with its obligations, the College has developed a **Child Abuse Reporting Policy**. The **Child Abuse Reporting Policy** is available on the College website.

K PRIVACY POLICY

K.1 Purpose

1. The College recognise the importance of your privacy and the privacy of its students. This **Privacy Policy** explains how the College intends to collect, store, use, disclose, protect and otherwise handle your personal information and the personal information of students having regard to the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988* (Cth) (**Privacy Act**).
2. This **Privacy Policy** does not constitute a contractual representation, promise, guarantee or warranty by the College to you as to the manner in which the College will or may collect, store, use, disclose, protect or otherwise handle personal information. Some matters are beyond the control of the College, such as third party malicious or criminal attacks.
3. The College may allow its related entities, such as its subsidiaries, and their employees, to use and process personal information in the same way and to the same extent that the College is

permitted to under this **Privacy Policy**. These related entities comply with the same obligations that the College has to protect your personal information under this **Privacy Policy**.

K.2 Scope

4. The College collects personal information from parents, students, prospective parents, prospective students, job applicants, staff, volunteers and other stakeholders as necessary.

K.3 What is personal information?

5. Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

K.4 Why does the College collect personal information?

6. The College collects personal information for the primary purpose of providing educational and extra-curricular services. This includes, but is not limited to:
 - 6.1 processing or assessing enrolment, applications for CAPS, scholarships, bursaries, and other matters relating to tuition fees;
 - 6.2 satisfying legal obligations arising out of the College's duty of care and child protection obligations;
 - 6.3 keeping parents informed as to College community matters, including through correspondence, newsletters and magazines;
 - 6.4 marketing, promotional and fundraising activities;
 - 6.5 supporting the activities of school associations;
 - 6.6 managing enquiries to or from other education institutions regarding parents' credit status in relation to payment of school fees;
 - 6.7 student behaviour and attendance;
 - 6.8 supporting community-based causes and activities, charities and other causes in connection with the College's functions or activities;
 - 6.9 improvements to the College's day to day operations including training of staff; systems development; developing new programs and services; undertaking planning, research and statistical analysis;
 - 6.10 College administration including for insurance purposes;
 - 6.11 the employment of staff; and
 - 6.12 the engagement of volunteers.
7. The College may also use personal information for secondary purposes closely related to the primary purposes.

K.5 What personal information does the College collect?

8. The types of personal information collected by the College include names, contact details (including addresses, phone numbers, email addresses, and other contact details), sex, date of birth, banking details, tax file numbers, credit status (in relation to payment of tuition fees), student attendance records, student behaviour, eligibility and receipt of government benefits relevant to child-care subsidies, images, photos, videos, and other information provided to the College, including Financial Documentation.

9. The College expects families to only provide personal information that is accurate, complete and up to date.
10. The personal information collected by the College may include sensitive information, defined in the Privacy Act as information or an opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.
11. Relevantly, health information collected by the College includes medical records, special needs records, immunisation details and counselling reports.
12. The College will only use sensitive information:
 - 12.1 for the primary purpose for which it was obtained;
 - 12.2 for a secondary purpose that is directly related to the primary purpose;
 - 12.3 with the consent of the relevant person; or
 - 12.4 where required or authorised by law.

K.6 Personal information of students

13. The Privacy Act does not differentiate between adults and children. The Privacy Act does not specify an age after which students can make their own decisions regarding their personal information.
14. The College's practice is to refer requests for personal information or consent to a student's parent or guardian, however, the College understands that in some circumstances, particularly in relation to older students, it may be appropriate to directly seek personal information and consent from students.
15. There may be circumstances where a student of a certain age, maturity and understanding withholds consent, and personal information held by the College will not be disclosed to parents, including circumstances where providing such information would impact on the privacy of others or undermine the College's duty of care to the student.

K.7 How does the College collect personal information?

16. The College will collect personal information only by lawful and fair means and not in an unreasonably intrusive manner. When the College is provided with personal information about parents and/or guardians and/or a student, the parents and or guardians consent to the use, disclosure and handling of that personal information in accordance with the Privacy Policy and any subsequent amendments.

K.7.1 Collecting information

17. If it is reasonable and practical to do so, the College will collect personal information directly from parents and/or guardians.
18. The College may collect personal information by telephone, by email, through the College's website, through financial transactions and surveillance activities such as CCTV, email monitoring, social media and other digital services, from photographers hired by the school, from photos or videos taken by school staff or volunteers, or when a form or document is completed by a parent and/or guardian and provided to the College.

K.7.2 Collecting information from third parties

19. The College may also collect information about parents and/or guardians and/or students from third parties. This might include another education provider or institution or other independent sources. (For example, the College may collect personal information from another education institution in an enrolment context).
20. The College will only collect information from third parties so where it is not reasonable and practicable to collect the information from the parent and/or guardian and/or student directly.
21. If you are a parent of a prospective student of the College, you consent to the College contacting other education institutions that a prospective student has previously attended, to request and receive Financial Clearance and any relevant information about the student.
22. Where the College has collected your information from a third party, such personal information will be held, used and disclosed by the College in accordance with this ***Privacy Policy***.

K.7.3 Collecting information from the College's website

23. The College may also collect information on parents and/or guardians and/or students based on the use of its website, including through 'cookies', web beacons and other similar technologies.
24. Cookies are small text files that are transferred to a computer's hard drive through a web browser to enable the College's systems to recognise a browser and record non-personal information such as the date, time or duration of a visit and the pages accessed, for website administration, statistical and maintenance purposes.

K.7.4 Unsolicited information

25. If the College receives personal information that it has not requested and determines that the personal information received is not reasonably necessary to provide its services, the College will take all lawful and reasonable steps (if any) to de-identify or destroy that personal information.

K.8 How does the College hold personal information?

26. The College is committed to the protection of personal information.
27. The College implements a number of measures to protect personal information from misuse, loss and unauthorised access, modification or disclosure.
28. In relation to personal information collected about parents, guardians and students, the College will retain personal information collected until the later of the expiry of seven years after all children in the same family have completed Year 12, or when all children in the same family have otherwise permanently left the College (including by cancelled enrolment), or all fees and other amounts payable to the College in respect of those children have been paid in full.
29. The College will take reasonable steps to permanently de-identify or responsibly destroy personal information if it is no longer needed for the purpose for which the information was used or disclosed, where it is lawful for the College to do so.

K.9 How does the College use personal information?

30. The College may hold, use or disclose personal information so that it can administer and provide educational services.

31. The College may also hold, use or disclose personal information to:
- 31.1 consider any concern or complaint that you raise against the College or to manage any legal action between you and the College;
 - 31.2 prevent or investigate any actual or suspected fraud, unlawful activity or misconduct; and/or
 - 31.3 comply with any relevant laws, regulations, codes of practice and court orders.

K.10 How is personal information disclosed to others?

32. The College does not sell, rent or trade personal information to, or with third parties.
33. The College may disclose personal information to third parties in limited circumstances, including to government agencies, external providers that perform services on behalf of the College, other parents in circumstances where a shared parental responsibility is in existence, visiting teachers, counsellors and coaches, and to other education institutions that contact the College after you or a student has left the College to obtain information regarding Fee Information and/or Student Details.
34. The College may disclose information to its staff, including the Board, on a need to know basis.
35. The College's website may contain certain links to other websites. The College does not share personal information with those websites and it is not responsible for the privacy practices applying in respect of those websites.
36. The College regularly takes photos and videos of the College's students and students' activities. These images are sometimes used for publicity purposes such as in College newsletters, in the press or for use in brochures or other materials promoting the College. On occasion the College shares these images with partner organisations when the College considers this to be in the interest of promoting the College.

K.11 How to access or correct personal information

37. A parent and/or guardian may contact the College at any time to request access to the personal information it holds about that parent and/or guardian. A parent and/or guardian may also ask the College to correct information that is inaccurate, incomplete or out of date.
38. If the College cannot, or will not, provide you with access to your personal information, or correct personal information as requested by a parent and/or guardian, the College will communicate with the parent and/or guardian and explain the reasons why this is the case.

K.12 Concerns about the management of personal information

39. Any complaints about the management of personal information should be made to the College.
40. The College will provide you with an estimated response timeframe in relation to your complaint. The College will endeavour to resolve the complaint as soon as reasonably practicable.
41. If a complaint remains unresolved, or you are not satisfied with the College's resolution of the complaint, you may contact the Office of the Australian Information Commissioner at www.oaic.gov.au to have the complaint heard and determined.

STATUS OF THIS POLICY	
Last Reviewed:	May 2024
Current Review	September 2024
Next Review:	September 2027