

3-Year-Old ELC enrolment policy

introduction

Ballarat Clarendon College (the **College**) is implementing this 3-Year-Old ELC Enrolment Policy (**Policy**) to ensure that all applications for student enrolment are treated fairly and equitably and to outline various fees, costs and conditions of attendance associated with the enrolment of students within the **Early Learning Centre (ELC)**. Our ELC is compliant with the requirements of the "Service Agreement" with the Department of Education and Training (DET), which includes all policies outlined in the "kindergarten Funding Guide".

The College's ELC:

- is an approved education and care service (within the meaning of the Education and Care Services National Law (Victoria))
- provides education and care to 3 and 4-Year-Old in the form of a Kindergarten program
- the service is not-for-profit
- the ELC is a feeder for enrolments to the school. It is funded as a community kindergarten for all eligible children.

policy

The College endeavours to maintain an open-entry policy for students in the Early Learning Centre. Students are considered for enrolment regardless of background and abilities. No entry tests are required. However, all enrolments remain at the College's discretion. Generally, students are accepted into the ELC in strict order of the date of their registration. However, the order of acceptance may be influenced by the accommodation of a family member of staff, whether the student is a child of Old Collegians and/or a sibling of students already attending the College.

Priority of access as per the Kindergarten Funding Guidelines are outlined below.

The College is committed to provide an opportunity for all children to become members of the ELC and school community, regardless of their religion, ethnic or social background, abilities and interests.

age of eligible children

While our preference is that children entering the 3-Year-Old Kindergarten program have turned 3 by the 31 January in the year of commencement, your child must turn 3 years of age by the 30 April in the year of attendance at 3-Year-Old Kindergarten to be eligible for a place. In circumstances where a child turns 3 after the 31 January but before 30 April, a place will be held for eligible and enrolled children so that they can attend the ELC after the date they have turned 3. This is consistent with the legislated requirement for children to be at least 5 years of age by 30 April in the year they first attend Prep.

However, we encourage students to be older for the school year to give them the very best start, not only in Early Learning but throughout their school lives. We encourage Parent(s)/Guardian(s) with children turning 3 between February and April to consider delaying entry into kindergarten. As part of the enrolment process for the ELC, Parent(s)/Guardian(s) and children will be required to attend a meeting prior to the place being confirmed.

All children in 3-Year-Old Kindergarten will be expected to transition to 4-Year-Old Kindergarten in the following year (only one year of funded three-old kindergarten can be accessed). A funded second year of kindergarten may be available for children in the 4-Year-Old program who are delayed in their development and meet the criteria under exceptional circumstances.

type of model

The Early Learning centre offers two, three or five day 3-Year-Old Kindergarten programs. Sessions begin at 8.35am and finish at 3.20pm. The programme is delivered by VIT registered Early Childhood teachers.

educational services provided

In accordance with the College's registration, the ELC provides educational services to children aged 3 and 4 years of age.

In the ELC, the focus is on the development of the whole child, and the teaching and learning philosophy is founded on the belief that a holistic and inclusive approach to education is essential.

Children are engaged in a play-based curriculum underpinned by the Victorian Early Years Learning & Development Framework. Both indoor and outdoor activities and experiences are carefully planned to enable each child to work towards their next steps in learning.

The teaching and learning philosophy, derived from progressive educational theorists, is founded on the belief that a holistic and inclusive approach to education is essential. Decision making is underpinned by evidenced-based principles and practices; the enquiry-based activities that are planned and sequenced, the way the learning spaces are organised and materials selected, are designed to allow each child to learn at their own pace and in ways that are best for them. Each opportunity or experience that is planned for the child targets their developmental needs while also focussing on curriculum areas such as literacy, numeracy, science, music, drama, art, the environment and sustainability.

priority of access

The Early Learning Centre adheres to the requirements of the Department of Education and Training's Priority of Access requirements. In instances where more eligible children apply for a place at a kindergarten service than there are places available, the service must prioritise children based on the following criteria:

- children at risk of abuse or neglect, including children in Out-of-Home Care;
- Aboriginal and/or Torres Strait Islander children;
- asylum seeker and refugee children;
- children eligible for the Kindergarten Fee Subsidy;
- children with additional needs, defined as children who:
 - require additional assistance in order to fully participate in the kindergarten program;
 - require a combination of services which are individually planned;
 - have an identified specific disability or developmental delay.

early start kindergarten

Early Start Kindergarten grant for children known to Child Protection Service providers can apply if the child is three years old by 30 April in the year in which they are enrolled to attend the funded kindergarten program and the child is known to Child Protection, or the child is Aboriginal or Torres Strait Islander background or is from a Refugee or Asylum seeker background. Enrolments are accepted if a place is available, ratios are maintained and enrolments are within our approved number of places of the service.

waitlist information

Students are accepted into the ELC if a place is available, ratios are maintained and enrolments are within our approved number of places of the service.

Should there be no places available, students may be placed on a wait list. Should a place become available, students will be prioritised based on the order of the date of their registration. However, the order of acceptance may be influenced by the Department of Education and Training's (**DET**) Priority of Access Policy, the accommodation of a family member of staff, whether the student is a child of Old Collegians and/or a sibling of students already attending the College.

no jab, no play legislation

Following the 'No Jab, No Play' legislation, all Parent(s)/Guardian(s) seeking to enrol their child in the ELC at Clarendon will be required to provide evidence that the child is:

- fully immunised for their age; OR
- on a vaccination catch-up program; OR
- unable to be fully immunised for medical reasons.

Please note that 'conscientious objection' will not be an exemption.

The College reserves its right to exclude a student in certain circumstances if the student is not appropriately immunised. The College will work with Parent(s)/Guardian(s) to support them in the No Jab –No Play policy to support immunisation.

operating hours and closures

3-Year-Old Program Possums: Monday-Friday, 8.35am to 3.20pm.

All closures for term breaks follow the Victorian School holiday dates with an addition of 1 week prior to the September school holiday dates and end of year finishes on 7 December. As our program runs well beyond the funded 12 (2 day program) or 15 hours (3+ day programs) each week for the duration of the year, no additional time is scheduled to make up for these closures.

health and medical information

Parent(s)/Guardian(s) are required to provide frank and detailed information about their child's health and educational needs and educational progress at enrolment. If the child has special needs, these can be discussed at an interview with the Head of ELC and, if necessary, the Head of Progress Support to enable consideration of reasonable adjustments to services and/or facilities that may be required. This may include a referral to the DET funded Preschool Field Officer (PSFO) programme and, for eligible children, the Kindergarten Inclusion Support programme (KIS). Details of any educational assessments that have been made by professionals such as educational psychologists or speech pathologists, for example, should be provided with the 'Application for Registration' form. Any students with Anaphylaxis and/or Asthma cannot attend school unless they have completed an Individual Anaphylaxis Management Plan or provided an Asthma Action Plan, as detailed in the Clarendon Anaphylaxis and Asthma Management Policies. It is important that any information about other serious health conditions which may require specific management plans, such as diabetes, allergies or epilepsy is also disclosed.

During the period that the child is enrolled at the College, Parent(s)/Guardian(s) must, as soon as practicable, bring to the College's attention in writing, with appropriate documentation, any new medical conditions, physical impairments, mental impairments or other conditions affecting the child that may impact upon the College's ability to properly care for the child and to enable consideration of reasonable adjustments to services and/or facilities that may be required.

Parent(s)/Guardian(s) authorise the College to:

- a) obtain or provide such emergency or urgent medical treatment for the child should such action be deemed necessary by the College or College staff; and
- b) obtain any medical treatment for the child considered appropriate by the College or College staff in the circumstances where the child suffers from an injury or illness.

Parent(s)/Guardian(s) accept responsibility for any expenses incurred on behalf of the College or the Student arising from such emergency or urgent medical treatment. Further, Parent(s)/Guardian(s) acknowledge that any subsequent medical consent requested on an individual excursion form, or otherwise, exists to expedite the accessibility of medical attention and in no way diminishes the nature and scope of this consent.

other information

All personal details provided regarding registration and/or enrolment will be treated in accordance with the College's Privacy Policy.

It is assumed that students will automatically continue their education at the College from year-to-year unless otherwise advised; however, Parent(s)/Guardian(s) will be required to complete an online re-

enrolment form every year. These forms are essential in confirming the student's place and confirming medical details for the following year. Students will not be permitted to recommence until the online enrolment process is complete.

Enrolment progression into the School may not be possible:

- if the child's enrolment at the College requires special services, facilities or resources which cannot reasonably be made available by the College;
- if the child, or other students, are placed at physical or emotional risk by the enrolment of the child;
- where the College believes that participation in classes will not further benefit the child or will significantly restrict the education of other students.

The College reserves the right to make the final decision on all School place offers and enrolments.

The 3-Year-Old ELC Enrolment Policy of Ballarat Clarendon College meets all the requirements of the DET policies.

parent / guardian conduct

Parent(s)/Guardian(s) are required to support the values of the College and agree to comply with the College's rules, procedures and policies, as varied from time-to-time.

Parent(s)/Guardian(s) agree to participate appropriately in the child's early learning education and the College's activities.

Parent(s)/Guardian(s) will treat other Parent(s)/Guardian(s), students and College staff with fairness, courtesy and respect at all times, including on social media. Parent(s)/Guardian(s) will not act in such a manner which would damage the reputation of the College, bring it into disrepute or which would reasonably cause other Parent(s)/Guardian(s), Students or College staff to be offended, humiliated, afraid or intimidated.

If the Principal believes that:

- a) the mutually beneficial relationship of trust and cooperation between the Parent(s)/Guardian(s) and the College, or between the Parent(s)/Guardian(s) and College staff or other Parent(s)/Guardian(s), has broken down to the extent that it adversely impacts on the Parent(s)/Guardian(s)' relationship with the College; or
- b) the Parent(s)/Guardian(s) have failed to comply with any of the College's rules, policies or procedures (including the 3-Year-Old ELC enrolment policy and associated documents),

The Principal in their absolute discretion may cancel the child's enrolment, together with any other child or children, that the Parent(s)/Guardian(s) have enrolled at the College and require the Parent(s)/Guardian(s) to remove the child from the College. Parent(s)/Guardian(s) will be required to pay any outstanding fees.

family court orders / separated parents / parenting plans

Existing sealed Family Law Court orders or parenting plans for separated / divorced Parent(s)/Guardian(s) must be provided to the Head of ELC upon enrolment and again during the enrolment period for any changed circumstances thereby enabling the College to understand any obligations imposed in relation to the information that can be provided to separated parents, such as excursion permissions or ELC/school photos.

The Head of ELC will determine whether the child's other teachers should be aware of any existing Court Order or parenting plan.

Changed Circumstances

If there is a change in legal guardianship or care for the child, the Parent(s)/Guardian(s) will immediately supply the Head of ELC with new or amended Family Court Orders / parenting plans when and if they come into existence at any time whilst the child is enrolled in the ELC, in addition to written consent from any other Parent(s)/Guardian(s) of the child, confirming the status of the child's enrolment. The College

requires copies of relevant orders / plans to ensure that it can continue to meet the child's educational and welfare needs.

Parent(s)/Guardian(s) will advise the College immediately of any change in their family circumstances that might impact the relationship between the family and the College.

The Parent(s)/Guardian(s) of the child will indemnify the College against any legal liability which may ensue from a misrepresentation under, or any breach of, this section by the Parent(s)/Guardian(s).

New Separation and the enrolment policy/agreement

Upon separation of Parent(s)/Guardian(s), the original enrolment agreement remains binding. However, either Parent/Guardian may, subject to the required notice provisions, withdraw their support in writing, which terminates the original enrolment agreement. In the event of this happening, a new enrolment agreement reflecting the change will be required.

Whilst the College must remain objective in such cases, the legal requirement means that without a new enrolment agreement, the child would be required to leave the ELC.

Correspondence with Separated Parents

Generally, the College will provide information concerning a child's education to Parent(s)/Guardian(s) by delivering them by email or through the Clarendon app.

The College will, irrespective of financial responsibility for tuition fees, send both separated Parent(s)/Guardian(s) copies of reports and other ELC information unless a Court Order has been made restricting parental responsibility or access. Similarly, both Parent(s)/Guardian(s) will have access to teachers to discuss their children's progress unless there are Court Orders restricting access or parental responsibility.

Access and Involvement

Unless the College is supplied with a sealed Court order or written authorisation signed by both Parent(s)/Guardian(s) which provides otherwise, the College will proceed and act on the basis that each of the child's Parent(s)/Guardian(s) has equal rights and responsibilities in relation to the child. Therefore, in the absence of a Court Order, generally either Parent(s)/Guardian(s) may pick up their child at the end of the day. Similarly, either Parent(s)/Guardian(s) may pick up their child during ELC hours, upon providing sufficient reasons to the College and after following proper sign out procedures.

The Parent(s)/Guardian(s) will at all times act in accordance with any relevant Court orders in their dealings with the College.

child protection and safety

Parent(s)/Guardian(s) agree to assist the College in discharging its obligations under the *Child Wellbeing and Safety Act 2005* (Vic) (Child Safe Standards) by participating in any investigations in relation to allegations of 'reportable conduct' or taking any other steps to assist the College with its child safety statutory obligations, if requested to do so by the College or a regulatory authority. Our Child Safety Code of Conduct, Child Safety Framework Policy, Child Safety Reporting Policy and Procedure are available on our website.

enrolment withdrawal

A term's notice in writing must be received by the Principal before a student leaves. Notice of Withdrawal ideally should include the reason for withdrawal. Notice of Withdrawal will in all cases be acknowledged in writing; if Parent(s)/Guardian(s) do not receive acknowledgement within 21 days they should contact the College.

Period of Notice Refund

Assuming the Parent(s)/Guardian(s) have provided the required period of notice, the College will generally refund all overpaid tuition fees when a student leaves the ELC, subject to all financial

commitments having been settled and the required notice of withdrawal being given. This does not include the Confirmation Deposit.

termination of the 3-Year-Old ELC enrolment

Enrolment will terminate when a party to the child's enrolment terminates the child's enrolment with the ELC/College or at the child's completion of 4-Year-Old ELC, whichever comes first.

The College may terminate enrolment if:

- a) the College withdraws the enrolment of the child from the ELC;
- b) the College decides at the end of a ELC year that the College does not wish to continue the enrolment for the following ELC year for any reason;
- c) in the sole discretion of the Principal, mutual trust and co-operation between the College, child and the Parent(s)/Guardian(s) breaks down;
- d) the Parent(s)/Guardian(s) or Student are in breach of the 3-Year-Old ELC enrolment policy or any of the policies referred to therein, including the Respectful Behaviour Policy, and they fail to remedy the breach within a reasonable time after written notice from the College requiring them to do so. Non-compliance with the 3-Year-Old ELC enrolment policy and terms and conditions or the College's policies and procedures will be considered a breach.

Parent(s)/Guardian(s) may terminate the student's enrolment at any time, for any reason, with one full terms' notice to the College in writing to the Principal. Legal Guardian(s)/ Parent(s) may also terminate the student's enrolment when:

- a) the College is in breach of the 3-Year-Old ELC enrolment policy and enrolment terms and conditions and the College fails to remedy the breach within a reasonable time after written notice from Legal Guardian(s)/ Parent(s) requiring the College to do so.

Should the College terminate the student's enrolment, the College will support the family to enrol their child in another funded kindergarten program.

insurance

- The College does not have a 'no fault' policy of insurance which covers students who may hurt themselves. Students are thus not automatically covered by an Accident Insurance Policy which provides cover for injuries pupils might sustain at the ELC or on an excursion. Parent(s)/Guardian(s) are therefore strongly advised to make their own arrangements and to have in place suitable health insurance cover.

enrolment fees

Registration Fee

- A Registration Fee for new students must accompany each 'Application for Registration'.
- The Registration Fee is not refundable and not transferable.
- Payment of the Registration Fee does not guarantee the offer of a place in the ELC or the School for the child.

Note: Funded kindergarten places – Free kindergarten is not available at this service. Families can access "free" kindergarten places at another kindergarten service.

Confirmation Deposit

- A confirmation deposit of \$3,000 is payable for each student upon the Parent(s)/Guardian(s) accepting the College's letter of offer of enrolment for the Student (**Confirmation Deposit**). The Confirmation Deposit is reviewed annually by the College and is subject to change. The Confirmation Deposit is paid in exchange for the time and resources the College puts into managing and administering enrolment with Parents and Guardians of prospective Students. To cover these expenses and further expenses that may be incurred in enrolling another Student at short notice if a Student withdraws from enrolment, the Confirmation Deposit is not refundable.
- The Confirmation Deposit is not transferable between children and is not refundable.
- No refund of the Confirmation Deposit will be made if the child does not attend the College in the School Year of Offer (for clarity this means when the child attends Prep).
- When School (into Prep) enrolment proceeds in the Year of Offer, the Confirmation Deposit will be allocated as set out in the current Domestic Fee Notice (annual review August/September)

- In the event of unforeseen circumstances, Parent(s)/Guardian(s) may make written application to the Principal to amend the Year of Offer. The Principal may agree to such an amendment, and apply the Confirmation Deposit to the second term for the revised Year of Offer, in their absolute discretion.

tuition fees

Payment of Fees

- The College charges fees above the funding provided by the Department of Education & Training (DET). Tuition Fees are available in our Domestic Fees Notice available on the HUB. The fees quoted are net of any funding received by the College from DET.
- A student is admitted to the ELC on the understanding that fees are payable in advance.
- Acceptance of an offer of enrolment invokes binding obligations set out in the College's Enrolment and Re-Enrolment Terms and Conditions. By accepting an offer of enrolment, Parent(s)/Guardian(s) agree to be jointly and severally liable for the payment of all Fees and Charges in accordance with the Terms and will comply with all other obligations under the Terms.
- Parent(s)/Guardian(s) agree that this arrangement continues, irrespective of any changes to the relationship between co-signatories or any Court Order between Parent(s)/Guardian(s) or any child support arrangements or any other arrangements between Parent(s)/Guardian(s). Any requests to vary this joint and several liability must be provided in writing by the Parent(s)/Guardian(s) to the College and any decisions made to vary the liability will be at the sole discretion of the Principal.
- The tuition fees are annual fees and are scaled according to year level. Although an annual fee, the tuition fees are issued in four instalments for convenience for the Early Learning Students Parent(s)/Guardian(s). The instalments are issued on 30 days terms and issue dates are set out in the fee notice.
- All costs associated with enrolment at the College are outlined in the Domestic Fee notice for the respective year.
- Incidental expenses are billed in arrears and are due for payment when billed.
- The College offers a range of flexible fee-paying alternatives including EFTPOS, cheque, AMEX, Mastercard, Visa, BPay, pay by web, fast payments/PayID and direct debit. Cash payments greater than \$ 100 can be made direct at our local bank branch, please contact reception for cash deposit details.
- All payments being made in person are to be directed to the Front Reception at the Sturt Street campus only.
- Fees and charges levied by the College directly related to the provision of an 'approved course of education' are exempt from GST. Other incidental charges may attract GST.
- A discount may be available upon payment of a full year of tuition prior to the commencement of that year at the College's absolute discretion.
- Annual fees and any changes are advised through the Domestic Fee Notice.
- Fees are subject to alteration by the College from time-to-time, usually annually, to cover increased costs. Notice of such alterations will be given in advance, where possible.

Incidental / Additional Costs

- Other costs that may be incurred include, but not limited to, support strapping for sporting events, book room/stationery costs, special excursions/functions, student-caused damage to College property and student-caused false fire alarms. These costs will be charged to the tuition fee account.

Use of Fees

Fees collected by the College for those enrolled in the ELC may be used to support the operation of the ELC. Further, a proportion of the fees collected for those enrolled in the College (Prep to Year 12) may be used to support the operation of the ELC.

Unpaid Fees

- Parent(s)/Guardian(s) acknowledge that the Principal is authorised by the College to take such steps as they consider necessary, including legal proceedings, on behalf of the College to recover

any unpaid tuition fees or incidental / additional costs (**Fees**). Parent(s)/Guardian(s) agree that they will be jointly and severally responsible for any costs incurred by the College in recovering any outstanding Fees, including any legal costs or agents fees.

- Parent(s)/Guardian(s) acknowledge that personal information and details of any outstanding Fees may be disclosed to outside agencies for debt collection activities should Parent(s)/Guardian(s) fail to pay the Fees relating to their child's attendance at the ELC.
- Parent(s)/Guardian(s) acknowledge that the College reserves the right, which may be exercised at any time, to refuse to allow their child to continue their education at the ELC, and to cancel their enrolment, while any Fees remain unpaid. Only in exceptional circumstances, at the sole discretion of the College, will a child be allowed to enter a new term at the ELC if any Fees are unpaid.
- Parent(s)/Guardian(s) undertake to immediately notify the College of any changes that may affect any matters in relation to their child's enrolment, and this section of the 3-Year-Old ELC enrolment policy, including but not limited to sibling enrolment, change of bank accounts, change of payment method, etc.
- Parent(s)/Guardian(s) acknowledge that any agreement or act by the College not to strictly enforce the terms under the 3-Year-Old ELC enrolment policy or Domestic Fee Notice in relation to Fees does not constitute a waiver of its rights to require the child to be withdrawn from the ELC and to cancel the child's enrolment.
- Parent(s)/Guardian(s) experiencing difficulties in paying their account should contact the College to discuss their situation and make alternative payment arrangements before the due date for payment.

fee concessions (domestic students only)

Sibling Discounts – Tuition Fees

- Parent(s)/Guardian(s) may be entitled to a discount on the tuition fees charged in relation to sibling(s) of a current student attending the College concurrently, as set out in the College's Domestic Fee Notice.
- Please note that these rates of discount apply to the full annual Tuition Fee and are credited at the time each quarterly instalment fee is charged.
- Siblings are defined as students who share one or more of the same Parent(s)/Guardian(s) through birth, adoption and or long-term guardianship.

Clergy Discounts

- A clergy discount is available for full-time practising clergy of Uniting Church faith. A clergy discount may be available for other faiths whom practice full-time at the discretion of the College.

Financial Hardship

Parent(s)/Guardian(s) who may be experiencing financial hardship should contact the Business Manager - Finance to discuss possible payment solutions.

funding

At the beginning of the kindergarten year, the College will provide families with written confirmation that they are receiving a funded kindergarten program.

School Readiness Funding

Upon enrolment, as a requirement of DET, the College will collect information regarding parent education and occupation. This data is shared via the Kindergarten Information Management System (**KIMS**) and contributes to a needs-based funding allocation to build the capacity of kindergarten services, educators and families to support children's learning and development outcomes.

The College may receive funding based on the level of need of the children enrolled. The needs basis funding is determined by the Department of Education and Training from the collection of student and parental occupation and education data (**SFOE**) as noted.

general

- Parent(s)/Guardian(s) agree that if they provide any misleading or inaccurate information in the application process, or in any other documentation provided to the College, the College may refuse to enrol the Student or may suspend or terminate the child's enrolment at the ELC.
- The 3-Year-Old ELC enrolment policy is governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
- The 3-Year-Old enrolment policy may be unilaterally amended by the College on the provision of six (6) months written notice to the Parent(s)/Guardian(s).

college policies

- Parent(s)/Guardian(s) who wish to enrol their children at the College do so on the condition that they read and understand all the College's policies and Enrolment Terms and Conditions.
- These policies may be amended from time to time and are available via the HUB.

Supporting Documentation:

Application for Registration form
Anaphylaxis Management Policy
Asthma Management Policy
Child Safety Code of Conduct
Child Safety Framework Policy
Child Safety Reporting Policy
Child Safety Reporting Procedure
College Rules
Domestic Fee Notice
Enrolment and Re-enrolment Terms and Conditions
Privacy Policy
Respectful Behaviour Policy
4-Year-Old ELC Enrolment Policy



Owner: Principal	Approved: Board	3-Year-Old ELC Enrolment Policy
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