

Malek Fahd Islamic School



STUDENT ENROLMENT POLICY

Version: 4.0
Last reviewed: 1 December 2023



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1. Policy Custodian

Deputy Principal Wellbeing & Community

2. Version Control

Version No	Date	Details	Approved by
V1.0	2020	Revised	Principal (Bruce Rixon)
V2.0	1 August 2022	Revised	Principal (Dr Zachariah Matthews)
V3.0	4 April 2023	Revised	Principal (Dr Zachariah Matthews)
V4.0	DRAFT	Revised [changes to the Competition and Consumer Act 2010 (Cth) (Act) – AISNSW Sample Enrolment Conditions 7/11/23]	Principal (Dr Zachariah Matthews)



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3. Policy Review

- 3.1. This policy will be reviewed every three years to take account of any changed technology, legislation, expectations or practices.
- 3.2. The next review date is December 2026.

4. Relevant Educational Philosophy and Guidelines

- 4.1. Diversity & Equity: "Valuing the humanity, diversity, richness, and contribution of all cultures including First Nations Peoples. Acknowledging developmental diversity across domains, seeing learners as physical, intellectual, and spiritual people necessitating faith-informed equitable attention."
- 4.2. Gender: "Understanding the differences in development and learning needs of male and female students and recognising that Islam promotes respectful and dignified inter-gender relations, the school utilises a model of single and mixed-gender environments through Islamic educational approaches."
- 4.3. Guided by hayaa (modesty) to nurture respectful gender relations and understanding the gender developmental differences of our male and female learners, MFIS utilises a model of education that incorporates Islamically-framed single gender and mixed-gender learning environments. Single-gender classes are preferred for learners in Years 5 to 10. When mixed educational settings are used, male and female learners are seated and located modestly. (MFIS Guidelines for Professional Aspiration and Practice V1.0-12Jan22)

5. Source of Obligation

- 5.1. The NSW Registration Manual (3.8) requires the Principal of the School to keep a register, in a form approved by the Minister, of the enrolments of all children at the School.
- 5.2. NSW Registration Manual (3.6.2) requires the School to provide a safe and supportive environment by maintaining a student enrolment register.
- 5.3. Disability Discrimination Act 1992 (DDA).
- 5.4. Disability Standards for Education 2005 (the Standards)
- 5.5. Competition and Consumer Act 2010 (Cth) (Act)

6. Student Enrolments

- 6.1. Malek Fahd Islamic School keeps a register of enrolments of all children at the School in electronic form.

7. Enrolment Stages

- 7.1. Stage 1:
 - 7.1.1. A parent/carer enquires about enrolment and is given an enrolment application form.
 - 7.1.2. The parent/carer submits the enrolment application form and pays the \$75 application fee.
 - 7.1.3. The School applies the enrolment criteria below.
 - 7.1.4. The parent/carer and student are invited for an interview by the School. The interview includes an assessment that the student is required to complete.
- 7.2. Stage 2:



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7.2.1.If during the interview process a student identifies as having a disability, then a collaborative planning process (gathering of information and identifying needs as well as consultation about adjustments) is conducted.

7.3. Stage 3:

7.3.1.The student's needs and adjustments are discussed with the parent/carer.

7.3.2.The School will consult with the parent/carer and healthcare professionals regarding the adjustments that have been identified, and how and if these can be implemented.

7.3.3.The School will make an assessment regarding reasonable adjustment.

7.3.4.A decision on enrolment is taken by the Deputy Principal and Head of Campus.

7.4. Stage 4:

7.4.1.The parent/carer is notified of the School's decision on enrolment.

8. Obtaining Information

8.1. The School is entitled to ask for relevant information about a student's disability and how it affects them, if that information is to be used for assessing the nature and extent of the adjustment needed and the School's capacity to provide the adjustment. Information may also assist with clarifying the extent of the student's ability to comply with any non-discriminatory requirements of the course or program.

8.2. If the parent/carer is not willing to provide the information sought, the School will seek advice regarding how to manage this issue from the Association of Independent Schools NSW (AISNSW).

8.3. If the School is seeking access to information from appropriate sources (such as preschools, other school/s and/or health professionals) about the student or student's needs, privacy legislation requires that written permission is first obtained from parents/carers. The School will require that the information sought be provided in writing.

9. Criteria

9.1. To determine enrolments at Malek Fahd Islamic School, the following criteria are considered:

9.1.1.Availability of a place

9.1.2.A commitment from the family to support the School's Islamic ethos and values which are inspired and guided by the Sunni Islamic tradition.

9.1.3.A commitment to being an active and responsible member of the School community.

9.1.4.Outcome of the interview process with the School

9.1.5.Outcome of the MFIS assessment

9.1.6.Academic achievement reports (where applicable)

9.1.7.Behaviour and attendance records (where applicable)

9.1.8.Any tuition fees owing to be paid in full prior to enrolling a sibling

9.2. *Preference will be given to siblings, children of staff, transfers and alumni. For a sibling applicant, all outstanding fees owing must be paid before an offer can be made.*

9.3. *Malek Fahd Islamic School has two major intakes per year - a Kindergarten intake and a Year 7 intake. The specific enrolment process for each intake is outlined below.*

10. Kindergarten Enrolment

10.1. To determine enrolments at Malek Fahd Islamic School for Kindergarten, the following criteria apply:

10.1.1. Availability of a place

10.1.2. The child must turn 5 before 30th April in the year of enrolment.

10.1.3. Outcome of the interview process with the School



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- 10.1.4. Outcome of the MFIS assessment
- 10.1.5. Any tuition fees owing to be paid in full prior to enrolling a sibling
- 10.2. A Kindergarten orientation will be held to acquaint parents with the school environment.

11. Year 7 Enrolment

- 11.1. To determine enrolments at Malek Fahd Islamic School into Year 7, the following criteria apply:
 - 11.1.1. Availability of a place
 - 11.1.2. Outcome of the interview process with the School
 - 11.1.3. Outcome of the MFIS assessment
 - 11.1.4. NAPLAN results (where applicable).
 - 11.1.5. Academic achievement reports (report cards)
 - 11.1.6. Attendance and behaviour records from previous schools (where applicable)
 - 11.1.7. Any tuition fees owing to be paid in full prior to enrolling a sibling
- 11.2. To determine enrolments at Malek Fahd Islamic School into other grades, the same criteria for Year 7 above will apply.

12. Continued Enrolment

- 12.1. Students enrolled at Malek Fahd Islamic School may not automatically progress to the next grade each year. Continued enrolment is subject to:
 - 12.1.1. The student's effort and engagement with their learning.
 - 12.1.2. The student's engagement with the Wellbeing and Behaviour Education Policies.
 - 12.1.3. The student's attendance record. Prolonged or recurring unexplained absences could jeopardise a student's enrolment.
 - 12.1.4. School fees are paid.
- 12.2. If the above is not maintained, the School can, at its discretion, review or cancel a student's enrolment.
- 12.3. The School can, at its discretion, move students between classes based on effort, performance, attendance and behaviour.

13. Enrolment Application Outcome

- 13.1. Upon successful enrolment application, an offer of enrolment will be sent to parents in writing.
- 13.2. Where the decision to deny an application is made, the School will inform the parent/carer of the decision. In some cases, the Principal may seek advice from the Association of Independent Schools (AIS) before informing the family of the decision.

14. Acceptance of Offer of Enrolment

- 14.1. An offer of enrolment must be accepted by both Parents where appropriate unless the School agrees to waive this requirement. Upon acceptance of an offer, all signatories to the terms and conditions will be jointly and severally liable in respect of the obligations contained in these terms and conditions.
- 14.2. The acceptance of the offer must be accompanied by an enrolment fee equivalent to the first term's fees in the year of entry not less than 4 months prior to the start of the term, or such shorter time agreed in writing by the School. If the fees are not received by the due date the enrolment offer will lapse.



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- 14.3. If the student does not commence the enrolment, the enrolment fee will not be refunded unless the School, acting reasonably, agrees that there are special circumstances supporting a full or partial refund. A decision to enrol the student at another school will not, of itself, constitute special circumstances.
- 14.4. If the Parents wish to defer the entry of a student to a different calendar year to the initial request, the School will advise whether it is able to agree to this. If it is unable to agree, the Student will be placed on a waiting list for the requested year but enrolment cannot be guaranteed.

15. Conditional Enrolment

- 15.1. All enrolments are at the discretion of the School and conditional upon the School being satisfied in its reasonable discretion that the Student's needs can be met by the School. The School may cancel the enrolment if it reasonably determines prior to the start of the enrolment that the Student's needs cannot be met.
- 15.2. The School may require Parents to provide reports and assessments necessary to determine the particular needs of the Student.
- 15.3. Competence in English is a prerequisite for enrolment. If the School considers that the English language capabilities of the Student are not sufficient it may require the Student to undergo an intensive English language course. If the required language level is not reached the School may decide that the enrolment should be cancelled.

16. Progress of Student

- 16.1. If the School reasonably considers that the progress of a Student is unsatisfactory and that it can no longer meet the Student's needs it may terminate the enrolment of the Student by giving one term's notice where possible.
- 16.2. Continued enrolment is subject to:
- 16.2.1. The student's effort and engagement with their learning.
 - 16.2.2. The student's engagement with the Wellbeing and Behaviour Education Policies.
 - 16.2.3. The student's attendance record. Prolonged or recurring unexplained absences could jeopardise a student's enrolment.
 - 16.2.4. School fees are paid.
- 16.3. If the above is not maintained, the School can, at its discretion, review or cancel a student's enrolment.
- 16.4. The School can, at its discretion, move students between classes based on effort, performance, attendance and behaviour.

17. Fees and Charges

- 17.1. The School Board determines the fees and charges that will be payable from time to time which are set out in a Schedule of Fees. The Schedule of Fees is revised regularly and may be amended each year. Where possible, the School will give advance notice of any change to the Schedule of Fees.



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- 17.2. An application for enrolment will incur a \$75 fee. The fee is to be paid when and if the application is to be processed and assessed.
- 17.3. In Term 4 students in Year 6 and Year 10 who wish to continue at MFIS, may be required to pay the following year's Term 1 fees to secure continued enrolment. Failure to do so could jeopardise ongoing enrolment at the School.
- 17.4. Fees and charges may also be levied for co-curricular activities, elective subjects, and camps.
- 17.5. The School may also incur expenditure for the Student's needs on behalf of the Parents as it reasonably considers necessary, which may be added to the Parents' school account.
- 17.6. All medical expenses reasonably incurred on behalf of a Student must be reimbursed by the Parents.
- 17.7. All fees and charges must be paid on or before the due date set out in the fees notice.
- 17.8. While an invoice for fees and charges remains outstanding, the School may determine that the student will not be permitted to participate in any discretionary activity offered by the School (such as, sport, excursions, camps and local, interstate or overseas trips).
- 17.9. If fees and charges are not paid within 120 days of the due date the enrolment of the Student's enrolment may be terminated unless the School agrees in writing to accept other arrangements. Failure to abide by any other agreed arrangements may result in the enrolment of the Student being terminated without further notice.
- 17.10. Malek Fahd Islamic School reserves the right to engage the services of a Debt Collection agency should the fees not be paid as required. Any expenses, costs of disbursements incurred by Malek Fahd Islamic School in recovering any outstanding monies including debt collector's fees and Solicitor's costs shall be paid by the parents/s of the child, providing Agency/Solicitor fees do not exceed those charged by that Debt Collection Agency/Solicitor plus any out-of-pocket expenses. This Agreement is governed by the Law in force in New South Wales.
- 17.11. Fees will not be remitted in whole or part if the Student is absent due to illness, leave or suspension.
- 17.12. If students are undertaking activities which incur extra fees or charges, not less than six (6) weeks' notice must be given to discontinue these activities or six (6) weeks' fees for these activities will be charged unless the School in its reasonable discretion agrees to waive some or all of these fees.

18. De-enrolment of Students

- 18.1. Where students leave to enrol at another school, the NSW Education Standards Authority (NESA) requires that Parents advise the School in writing of the name of the school the Student will be attending and the grade the Student will be entering at the new school.
- 18.2. If Parents wish to withdraw a Student from the School, notice given must be not less than one full term's notice to expire at the end of a term.
- 18.3. If the required notice of de-enrolment of a Student is not given and the School is not reasonably able to immediately fill the student's place for the relevant term the Parents must pay a School term's fees plus GST.

19. Obligations of Students

- 19.1. Students are required to have high standards of behaviour and:



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- 19.1.1. abide by the School Expectations and Standards as they apply from time-to-time,
- 19.1.2. behave courteously and considerately to each other and to staff at all times,
- 19.1.3. not do anything which may bring the School into disrepute, including in print and electronic media,
- 19.1.4. support the goals and values of the School,
- 19.1.5. attend and, if required, participate in assemblies, the School sports program, important school events or other events determined by the Principal, and camps and excursions that are an integral part of the School curriculum,
- 19.1.6. wear the School uniform with pride including when travelling to and from school and follow conventional standards of appearance while at school in accordance with the School's guidelines and the expectation of the School community,
- 19.1.7. attend the School during school hours, except in the case of sickness or where leave has been given or an exemption from attendance has been granted.

20. Obligations of Parents

20.1. Parents:

- 20.1.1. must accept and abide by the requirements and directions of the School Board and the Principal relating to the Student or students generally and not interfere in any way with conduct, management and administration of the School,
- 20.1.2. are required to support the goals, values and activities of the School, and
- 20.1.3. should view the School's parent portal on a regular basis and/or read the Newsletter.

20.2. Parents must promptly advise the School:

- 20.2.1. in writing of any change of home, mailing, email address or contact details or other information on the Enrolment Application Form. Offers of enrolment may be cancelled if the School loses contact with the parent or mail is returned,
- 20.2.2. if the Student will be absent from the School due to ill health or other reason,
- 20.2.3. in writing of any Orders or arrangements that affect the Student concerning custody or access, any change to them or any other orders or arrangements which were relevant to the Student's education and welfare and provide copies of any Orders to the School.

20.3. Parents also:

- 20.3.1. must ensure the Student has each item of officially required uniform, clean and in good repair, and all other requirements such as textbooks and stationery,
- 20.3.2. should communicate with students, other parent/carer(s), visitors and staff members in a courteous manner, and follow the communication guidelines laid down by the School from time-to-time and observe the Parent Code of Conduct,
- 20.3.3. should use their reasonable endeavours to attend parent-teacher interviews and parent forums and participate in courses offered by the School which are relevant to the Student's education,
- 20.3.4. must not disseminate inaccurate, misleading or defamatory information on social media to in relation to the School, staff, students or other members of the School community.



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21. Health and Safety

- 21.1. Parents must advise the School as soon as reasonably practicable if they become aware of any special needs that the Student may have including, but not limited to, any medical, physical, psychological needs, or any changes to these needs.
- 21.2. Parents must complete and return to the School the required health form for the Student prior to the Student commencing at the School and provide updates if circumstances change or as required by the School from time to time.
- 21.3. If the Student is ill or injured, requiring urgent hospital and/or medical treatment (including but not limited to injections, blood transfusions, surgery) and where a Parent is not readily available to authorise such treatment, the Principal or, in the Principal's absence, a senior staff member of the School, may give the necessary authority for such treatment. The Parents indemnify the School, its employees and agents in respect of all costs and expenses arising directly or indirectly out of such treatment except to the extent that such costs or expenses arise as a result of the reckless or negligent conduct of the School, its agents or employees.
- 21.4. Parents must observe School security procedures for the protection of students.
- 21.5. Students are responsible for their personal belongings and the School does not accept any responsibility for the loss or damage to those belongings.
- 21.6. The Principal or the Principal's nominee may search the Student's bag, locker or other possessions where there are reasonable grounds to do so, in order to maintain a safe environment for all students.

22. Programs and Activities

- 22.1. The School determines the educational and other programs and activities conducted at the School from time to time in its reasonable discretion.
- 22.2. The School may change its programs and activities and the content of these programs and activities without notice where reasonably necessary or desirable to do so.
- 22.3. The Student will be required to participate in all compulsory activities including excursions, camps and outdoor education unless the Principal agrees otherwise.

23. Reports and Notices

- 23.1. The School will generally send academic reports and notices to the address or addresses notified by the Parents. Where Parent do not live together, reports and notices will be sent to both Parents at the address notified by them, unless:
 - 23.2. there is an Order of the Court providing reports and notices to be sent to one Parent,
 - 23.3. there is an agreement between the Parents that the reports and notices will be sent to one Parent,
or
 - 23.4. the School in its reasonable discretion considers that it is in the best interests of the Student that reports and notices should only be sent to one Parent.



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24. Leave

- 24.1. If the Parent/carer(s) wish to seek leave for the Student not to attend any School academic or co-curricular program or activity during a term, they must apply to the Principal. Leave will usually only be granted in most extenuating circumstances.

25. Withdrawal (Suspension) & Termination of Enrolment

- 25.1. The School may withdraw (suspend) or terminate the enrolment of a student at any time for reasons which may include, but are not limited to (see MFIS Discipline Policy and Procedure):
- 25.1.1. a serious breach of the School's Expectations/Standards or Code of Conduct
 - 25.1.2. where a Parent has breached these Enrolment Conditions or the Parent Code of Conduct;
 - 25.1.3. conduct prejudicial to the reputation of the School or the well-being of its students or staff, and;
 - 25.1.4. where the Principal or School Board reasonably believes that a mutually beneficial relationship of co-operation and trust between the School and the Parents or a Parent has broken down to the extent that it adversely impacts on that relationship.
- 25.2. The School will only exercise its powers under this clause to terminate the enrolment if it has provided the Student and their Parent(s) with details of the conduct which may result in a decision to terminate the enrolment and provided them with a reasonable opportunity to respond and where there has been procedural fairness. (see MFIS Discipline Policy and Procedure)
- 25.3. The School may terminate the enrolment of the Student on 14 days' notice if, either before or after the commencement of enrolment, the School finds the relevant particulars of the special needs of the Student have not been provided to the School or the particulars provided are materially incorrect or misleading, and the failure to provide that information has had a material effect on the School or the student's welfare or both.

26. Court Orders

- 26.1. The Parents must provide accurate information to the School about any arrangement between Parents or Court Orders in relation to the Student at the time for applying for enrolment. The Parents must immediately notify the School of any new arrangements or changes to any previously communicated arrangements.
- 26.2. The Parents must immediately notify the School of any new Court Orders or changes to any previously communicated Court Orders.

27. Privacy

- 27.1. The Parent/carer(s) acknowledge that they have read the School's privacy policy.

28. Amendment of Terms and Conditions

- 28.1. The School may alter the terms and conditions of enrolment at any time by giving not less than one (1) terms' notice to the Parents) in writing which shall apply to both current and future students and parent/carer(s) from the date specified in the notice.



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29. Register of Enrolment

- 29.1. The Register of Enrolments records the following information for each student:
 - 29.1.1. name, age and address
 - 29.1.2. name and contact telephone number of parents/carers
 - 29.1.3. date of enrolment
 - 29.1.4. date of leaving the School and the student's destination, where appropriate
 - 29.1.5. for children older than six years of age, previous school or pre-enrolment situation
- 29.2. where the destination of a student under seventeen years of age is unknown, evidence that the NSW Department of Education has been notified of:
 - 29.2.1. the student's full name
 - 29.2.2. the student's date of birth
 - 29.2.3. the student's last known address
 - 29.2.4. the student's last date of attendance
 - 29.2.5. parents'/guardians' names and contact details
 - 29.2.6. an indication of possible destination
 - 29.2.7. any other information that may assist officers to locate the student
 - 29.2.8. any known work health and safety risks associated with contacting the parents/guardians or student.
- 29.3. The Register is retained for a period of seven years after the last entry is made, and copies of information in the register are stored off-site at regular intervals.

30. Implementation

- 30.1. Malek Fahd Islamic School has set up a series of compliance tasks to ensure that key obligations under the NSW Registration Manual are managed effectively. This is coordinated by the School's Policy Coordinator or delegate.

31. Reference

- 31.1. Sample Enrolment Conditions: The Association of Independent Schools NSW (7 November 2023)