



School : Super Tutor College CC t/a Oakridge College CC

Full Name of Learner : \_\_\_\_\_

Starting Date : \_\_\_\_\_

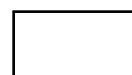
Grade : \_\_\_\_\_

**Please read all the included documents, initial each and every page and sign the Final Agreement**

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**SECTION A: ADMISSION**

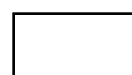
**Rules and Conditions of Admission**

By signing and initialling this agreement you agree to the terms and conditions set out in the Enrolment Agreement, Rules and Conditions of Admission, Code of Conduct and Indemnity Declaration, which together shall be referred to as the "Agreement".

Should there be any provision in this agreement that you do not understand, please ask that that provision is fully explained to you before signing. By signing this agreement, it is understood that you fully understand all terms and conditions that you are bound to and in particular you understand that, this agreement contains clauses which: -

- a) may limit the risk of liability for Oakridge College and/or a third party;
- b) may create risk or liability for you; and/or
- c) may require you to indemnify Oakridge College or a third party; and/or
- d) Serves as an acknowledgement by you of a fact.

Kindly take note of the aforesaid clauses.



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**Enrolment Agreement**

I/We the parent (s)/ Legal guardian(s) of \_\_\_\_\_  
Hereby confirm the admission of the learner above to Super Tutor College CC t/a Oakridge College  
(hereinafter referred to as "Oakridge College").

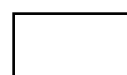
I/ We hereby confirm that the information supplied by us in this agreement is complete and accurate.

I/ We have read, understood and by our signatures agree to all the rules and conditions as contained in this  
booklet including: Enrolment Agreement, Rules and Conditions for Admission, Payment of Fees, Oakridge  
College Code of Conduct and Indemnity Declaration.

This agreement shall take effect immediately upon signature hereof and shall continue for the duration of  
the enrolment of the child at Oakridge College.

**1. SIGNATORIES – PARENTS/GUARDIAN**

Full Name	:	_____
Relationship to learner	:	_____
Identity Number	:	_____
Nationality	:	_____
Date	:	_____
Signature	:	_____
Full Name	:	_____
Relationship to learner	:	_____
Identity Number	:	_____
Nationality	:	_____
Date	:	_____
Signature	:	_____



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Address being the Domicilium Citandi et Executandi (*the physical address to which legal documentation will be sent*) :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

**2. SIGNATORIES – LEARNER**

I, \_\_\_\_\_ have read and accept the terms and conditions of Oakridge College.

Date : \_\_\_\_\_

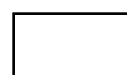
Signature : \_\_\_\_\_

**3. SIGNATORIES – OAKRIDGE COLLEGE**

Name : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_



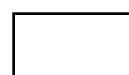
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**Rules and Conditions of Admission**

The parties referred to in these Rules and Conditions of Admission refer to the Signatories, wither one or both parent (s)/guardian (s), and the Learner to be enrolled as on the Enrolment Agreement, and Super Tutor College t/a Oakridge College.

**1. General Conditions**

- 1.1. This agreement as amended from time to time constitutes the entire agreement between the parties and no warranties or representations whether express or implied, not stated herein, shall be binding on the parties.
- 1.2. The Signatories and the Learner undertake at all times to uphold the good name and reputation of Oakridge College.
- 1.3. The Signatories hereby acknowledge and confirm that they have read, understood and are familiar with all terms and conditions herein, including but not limited to the Oakridge College Code of Conduct. Accordingly, they are personally liable for all terms and conditions in this agreement.
- 1.4. The Signatories agree to all reasonable amendments to the Rules and Conditions of Admission, Oakridge College Code of Conduct and the Indemnity Declaration as published from time to time.
- 1.5. Notice of amendments will become binding in three (3) weeks after notification issued by letter to parent(s) /guardian(s) and learners.
- 1.6. The Signatories agree that any change in the information supplied in this agreement including but limited to the Signatories' marital status, residential status or employment status does not invalidate the agreement made herein, and any such change will be reported in writing to Oakridge College within three (3) weeks of such change.
- 1.7. Legal correspondence between the Signatories and Oakridge College sent by either party shall be delivered by hand or by e-mail to an address selected by either party or by pre-paid registered post. The correspondence shall be deemed to have been received on the date of

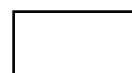


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delivery by hand or by verifiable e-mail on the 5<sup>th</sup> business day after posting. In regard to all correspondence by the Signatories to Oakridge College, the onus of proof of delivery shall rest on the Signatories.

- 1.8. On termination of this agreement for any reason whatsoever, the Signatories undertake to immediately withdraw the Learner from Oakridge College and make arrangements for the Learners attendance at an alternative school, unless agreed otherwise in writing.
- 1.9. No cancellation of this agreement by the Signatories shall be of any force unless recorded in writing and signed by both parties.
- 1.10. The **domicilium citandi et executandi** of the Signatories shall be contained in the Enrolment agreement. (The physical address to which legal documentation is sent).
- 1.11. The **domicilium citandi et executandi** of Oakridge College shall be:
- 22 Mackeurtan Avenue  
Durban North  
Kwa Zulu Natal  
4051  
South Africa
- 1.12. The Signatories hereby agree that one (1) school's terms notice must be given in writing before a Learner leaves Oakridge College or transfers to another school, or a full terms cancellation fee be paid in lieu thereof. This applies to learners not returning in the following academic year except for those Learners who leave at the end of Grade 12 or are asked to leave Oakridge College. The Signatories acknowledge that this cancellation fee is standard practice in education and reasonable in the circumstances.
- 1.13. Oakridge College shall be entitled to cancel this agreement by giving the Signatories three (3) months written notice to this effect.
- 1.14. The Signatories hereby indemnify and hold blameless Oakridge College and its staff against any loss, damage or injury which may be sustained by the Learner and whatever cause excluding gross negligence, whether on Oakridge College property or en-route thereto or



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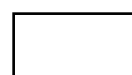
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therefrom, or in the course of any extra-mural activity or organized outing in which the Learner may participate.

- 1.15. The Signatories acknowledge and accept that personal possessions of the Learner are not covered in any risk insurance by Oakridge College and that the Signatories are responsible for supplying adequate cover for the Learners personal possessions.
- 1.16. The Signatories acknowledge and accept liability for any loss or damage suffered by Oakridge College as a result of any act or omission of the Learner.
- 1.17. The Signatories acknowledge that Oakridge College shall be entitled to recover all legal costs incurred, in order to enforce its rights under this agreement, including but not limited to attorney and own client fees, collection and tracing charges.
- 1.18. No indulgence granted by Oakridge College or any failure to enforce any of the terms of this agreement timeously shall constitute a waiver of its rights, and it shall not thereby be precluded from exercising any rights against the Signatories which may arise in the past, or may arise in the future.
- 1.19. The Signatories acknowledge and accept that Oakridge College makes use, inter alia, of electronic methods of communication including bulk sms and e-mail messaging for correspondence, and that by signature of this agreement acknowledge that they have no objection to receiving such correspondence by such methods.

**2. Payment of Fees**

- 2.1. The Signatories agree that they shall be jointly and severally liable to pay tuition fees, as prescribed in the Schedule of Fees, from time to time, any special levies imposed by Oakridge College, and that they have sufficient funds to meet the financial commitments herein.
- 2.2. The Signatories accept joint and several liabilities to Oakridge College for the punctual payment of all fees, subscriptions, levies, and other amounts that become due and payable to Oakridge College, or in respect of participation in, or attendance at school –related activities, regardless of any bursary or sponsorship in favour of the Learner.



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- 2.3. The Signatories accept that fees are payable annually in advance on or before the first day of attendance of the Learner at Oakridge College unless arrangements have been made in writing at the sole and absolute discretion of Oakridge College for the payment of tuition fees in instalments.
- 2.4. If arrangements have been made or will be made for the payment of school fees by way of instalments, each instalment shall be paid on the first day of each month or on the first day of each term as the case may be.
- 2.5. A certificate issued by the school Bursar certifying the balance owing from time to time shall be good and sufficient (prima facie) proof for all purposes of the amount owing by the Signatories in terms hereof.
- 2.6. Failure by the Signatories to pay any amount on due date constitutes a breach of this agreement. On breach, the balance of the annual tuition fee will be immediately due and payable and may be retained by Oakridge College as a cancellation fee in the event of cancellation of the agreement. Failure by the Signatories to remedy the breach within the time period specified in any notice may result in cancellation of the agreement and/or exclusion of the Learner from Oakridge College in accordance with its policy and procedures. This shall be in addition to any other rights which Oakridge College may have at law.
- 2.7. Oakridge College reserves the right at its soles and absolute discretion to withhold examination results, reports and transfer cards until all amounts owing have been paid.
- 2.8. The Signatories accept that interest will be charged on all outstanding fees at a monthly rate of two (2) percent above the overdraft interest rate charged by ABSA Bank Ltd from time to time.
- 2.9. The Signatories acknowledge that the inability of the learner to attend school, or absence of the Learner from the school, does not relieve the Signatories of the obligation to pay school fees.
- 2.10. The Signatories agree to provide a non-refundable Admission fee as a condition of enrolment, the amount to be advised by the Oakridge College upon enrolment.

**3. Personal Information**

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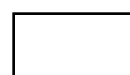
- 3.1. Personal information means information that can be used on its own or with other information to identify, contact, locate a person to identify an individual context.
- 3.2. The Learner and insofar as may be required, the Signatories, understand/s, accept/s and consent/s to Oakridge collecting personally identifiable information about Learners and Signatories only to the extent necessary in terms of this agreement.

**4. Photographs**

- 4.1. Images of the Learner and the Signatories whether by photographic or other means may be collected and used by Oakridge College in any publication relating to the achievements of the School.

**5. Electronic Media Policy**

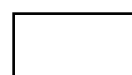
- 5.1. This policy refers to any electronic data storage, receiver, transmitter or similar device, including but not limited to Cell Phones, PDA's, Laptop Computers, iPods, MP3 players, hereinafter designated as "electronic devices".
- 5.2. This policy expands but does not replace the Oakridge College Code of Conduct.
- 5.3. Oakridge College recognizes that electronic devices are an inaugural part of social and educational technology, and that Cell Phones are also a means of security for many children, hence Oakridge College will allow Learners to be in possession of electronic devices on the school grounds subject to the provisions below:
  - 5.3.1. Oakridge College cannot be held responsible for the loss or damage to electronic devices under any circumstance.
  - 5.3.2. It is the responsibility of the Learner to ensure that his/her electronic device is secure at all times.
  - 5.3.3. Learners will not be allowed to be in possession of any electronic device during Assessments or Examinations, unless expressly authorised. While Oakridge College may attempt to safeguard property during such times, Oakridge College will not be held responsible for loss or damage to same.



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- 5.4 Taking photographs, recordings or videos of an unseemly nature, or sending such content, is prohibited.
- 5.5 Transgressions of any of these rules may result in the electronic device being switched off and confiscated by the Principal, or his or her nominated representative for a week or one term depending on the extent of the transgression.
- 5.6 Learners will be held wholly responsible for all content stored on their electronic devices at all times. No excuses will be accepted for unacceptable programming or content.
- 5.7 A learner in possession of an electronic device belonging to another person without express permission will be deemed to be in possession of stolen equipment.
- 5.8 Although Oakridge College respect the learners right to privacy, it reserves the right to monitor and intercept electronic communication in accordance with the provisions of the Regulation of Interception of Communications and Provision of Communications related – Information Act of 2002 which may be in breach of this policy. The learner and Signatories consent to such monitoring and interception.
- 5.9 This policy is capable of amendment as set out in the Rules and Conditions of Acceptance.



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**6. Medical Information**

**6.1. Confidential**

Medical Aid : \_\_\_\_\_

Scheme : \_\_\_\_\_

Principal Member : \_\_\_\_\_

Membership No : \_\_\_\_\_

Family Practitioner : \_\_\_\_\_

Telephone No : \_\_\_\_\_

Learner Full Name : \_\_\_\_\_

Blood Type : \_\_\_\_\_

Gender : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Previous Illness - Insert year of occurrence in space provided

Allergy \_\_\_\_\_ Enteric Fever \_\_\_\_\_

Asthma \_\_\_\_\_ Measles \_\_\_\_\_

Chicken Pox \_\_\_\_\_ Mumps \_\_\_\_\_

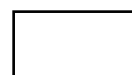
Diabetes \_\_\_\_\_ Scarlet Fever \_\_\_\_\_

Diphtheria \_\_\_\_\_ Tick bite Fever \_\_\_\_\_

Poliomyelitis \_\_\_\_\_ Drug Sensitivity \_\_\_\_\_

German Measles \_\_\_\_\_ Rheumatic Fever \_\_\_\_\_

Typhoid Fever \_\_\_\_\_ Whooping Cough \_\_\_\_\_



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6.2. Please insert date of last Tetanus immunisation: \_\_\_\_\_

6.3. Does or has he/she suffer (ed) from any other illness or disability, including emotional instability? If so please expand:

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6.4. Please state any current treatment he/she is receiving

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6.5. Please state any drugs to which he/she is allergic

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6.6. If he/she on any maintenance therapy please ensure an emergency supply is brought to school and/or for outing. Please describe:

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6.7. Any other relevant information may be recorded below:

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Parent/Guardian 1 : \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian 2 : \_\_\_\_\_

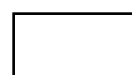
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**SECTION B: CODE OF CONDUCT**

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**1. PREAMBLE**

- 1.1. At Oakridge College, we focus on 'growth' of the individual and provide an environment which helps students acquire basic skills, knowledge, attitudes and values which help them function in adult Society.
- 1.2. We at Oakridge strive to provide a safe, inviting and stimulating learning environment which encourages students to develop their intellectual, physical, moral social and artistic powers so that they can cope with, succeed in and contribute to changing society for the better.
- 1.3. We are committed to providing an environment for the delivery of quality educating and learning by promoting the rights and safety of all learners, Educators and parents; ensuring learners' responsibility for their own actions and behaviours; prohibiting all forms of unfair discrimination and intolerance and eliminating disruptive and offensive conduct.
- 1.4. To assist student in their development and to be able to assess that development effectively, the school environment recognizes and responds to the different teaching philosophies and learning styles.
- 1.5. Education requires a process which constantly reviews and modifies existing structures and teaching strategies to guarantee that they are consistent with our vision and beliefs.
- 1.6. This Code of Conduct spells out the rules regarding learner behaviour at Oakridge and describes the disciplinary systems for any transgressions by learners. The Code of Conduct applies to all learners while they are on the Oakridge premises or when they are away from Oakridge representing or attending a School Function.
- 1.7. The Code of Conduct governs the conduct of all learners and the relationship between Oakridge and its learners.
- 1.8. A commitment to excellence in all areas of endeavour forms the basis of the Code of Conduct.



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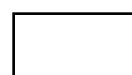
- 1.9. The philosophy of "A Commitment to Excellence", mutual respect between Oakridge College and its pupils and a mature and dignified interaction is expected at all times.
- 1.10. Individuality and self-initiative are encouraged within the parameters set out below and having regard and respect at all times for the interest of fellow pupils and Oakridge College.
- 1.11. Section 8(4) of the South African Schools Act provides that all learners attending a School are bound by the Code of Conduct at the School. All learners attending the School are expected to sign a statement of Commitment to the Code of Conduct (Annexure D). The Administration of the Code of Conduct is the responsibility of the Disciplinary Committee of the School.

**2. SCHOOL RULES**

- 2.1. For an individual to enjoy the privileges of a community, club or institution, he or she must abide by the rules and norms of that body. When a child enters Oakridge, he/she automatically becomes a member of our community. Rules and regulations exist to encourage the highest possible standards of behaviour and to enable the Oakridge community to run as smoothly as possible. Underpinning any system of rules and regulations must be common sense, decency and concern for the well-being of others. Oakridge learners are expected to recognise the need to behave in a way which graces the School, wherever they are.

**3. GENERAL PRINCIPLES**

- 3.1. The basic rule is that no-one may disrupt school life.
- 3.2. The ethos and traditions of the school should be upheld at all times.
- 3.3. Discipline is important. Self-discipline is preferred, but if anyone is incapable thereof, the school must provide the necessary procedures to enforce the discipline.
- 3.4. Respect must be shown for the needs and interests of others. Regular communication and consultation between learners and Educator is essential. This will ensure necessary dissemination of information and make for harmonious relationships.



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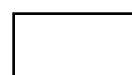
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- 3.5. It is collective responsibility of all to ensure that all school facilities are adequately and properly cared for.
- 3.6. No form of intimidation, political or otherwise is allowed.
- 3.7. No learner has the right at any time to behave in a manner that will disrupt the learning activity of other learners, or will cause another learner physical or emotional harm.
- 3.8. Learners are expected to abide by the School rules with regard to appearance and behaviour when representing the School both during School hours and after School hours, at School and away from School. Learners may not say or do anything that will discredit themselves or the School.

**4. SCHOOL AND CLASS ATTENDANCE**

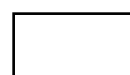
- 4.1. Parents/guardians, learners and EDUCATORS are jointly responsible for ensuring that all learners attend School.
- 4.2. The class te must keep an accurate register of learner attendance.
- 4.3. The class EDUCATOR must keep copies of all communication to parents when absence from a class room is reported.
- 4.4. Absence from a class, without the permission of the relevant class EDUCATOR, is prohibited.
- 4.5. Any absence from a formal examination, test or task must be supported by a letter from a registered medical practitioner.
- 4.6. No learner may leave the School during School hours without a letter from a parent/guardian requesting the release of their child and permission of the housemaster.

**5. SCHOOL UNIFORM, DRESS AND GENERAL APPEARANCE**



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- 5.1. Learners are expected to wear the official School uniform and appear neat and tidy (according to the dress criteria below) at all times.
- 5.2. Every learner at all times must wear the official presently approved Oakridge College uniform. An Oakridge College jersey or jacket may be worn on colder days.
- 5.3. No alteration or additions to the uniform that are not in accordance with the regulations will be allowed.
- 5.4. No under-garment may be visible. Only black or white vests may be worn under standard school shirt.
- 5.5. Oakridge reserves the right to establish rules during the school year regarding new fashions in dress and grooming.
- 5.6. Oakridge and members of management team of Oakridge have the discretion to determine the appropriateness of attire and grooming, and make special exceptions, including those for religious or medical necessities.
- 5.7. **School dress in respect of Boys**
  - 5.7.1. Pure black long chino pants/trousers with plain closed black shoes (appropriate for school) together with black socks are allowed.
  - 5.7.2. Pure black chino shorts with plain black sneakers/shoes together with plain black socks are allowed. Chino shorts may be worn with black, approved by the Principal. Sandals may be worn without socks. The length of the shorts to be no more than (5) centimetres above the knee.
  - 5.7.3. Trousers/pants/shorts must be properly hemmed in plain black and in no way torn. Pants/shorts must be worn with a belt.
  - 5.7.4. A plain black cap is allowed but may not be worn indoors. No beanies are allowed.



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5.7.5. Under no circumstances will the following be allowed to be worn by any pupil:

- 5.7.5.1. Sweat pants, jogging pants, wind suits, warm ups or coverall;
- 5.7.5.2. Blue jeans;
- 5.7.5.3. Tight, figure hugging attire;
- 5.7.5.4. visible piercings;
- 5.7.5.5. visible jewellery (neck-chains/bracelets/rings);
- 5.7.5.6. visible tattoos;
- 5.7.5.7. hats/caps/bandanas/sweatbands – unless instituted and approved by the school;

5.7.6. A single piece of religious jewellery may be worn with the permission granted by the Principal only.

5.8. **School dress in respect of Girls**

5.8.1. Pure black long chino pants with plain closed black shoes or plain black sneakers (appropriate for school) with plain black socks are allowed.

5.8.2. Pure black chino shorts or plain black skorts with plain black shoes or plain black sneakers together with black socks are allowed. Black sandals may be worn without socks. Length will be no more than five (5) centimetres above the knee. Plain black sandals with no decorative, colour pattern may be worn without socks. No ugs, boots or flip flops may be worn.

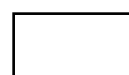
5.8.3. Skorts/pants/shorts must be properly hemmed plain black. Skorts/pants/shorts must be worn with a belt.

5.8.4. A plain black cap is allowed but may not be worn indoors. No beanies are allowed.

5.8.5. Head scarves, either black or white, may be worn for religious reasons after consultation with the principal.

5.8.6. Under no circumstances will the following be allowed to be worn by any pupil:

- 5.8.6.1. Sweat pants, jogging pants, wind suits, warm ups or coverall;
- 5.8.6.2. Blue jeans;
- 5.8.6.3. Tights or leggings;



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- 5.8.6.4. Tight, figure hugging attire;
- 5.8.6.5. visible piercings;
- 5.8.6.6. visible jewellery (neck-chains/bracelets/rings);
- 5.8.6.7. visible tattoos;

5.9. **General Appearance:**

5.9.1. **Hair Regulations**

- 5.9.1.1. Hair must be clean, neat, properly combed and tied if longer and must be completely off the face. No excessive use of styling aids and products such as gels, creams, oils and sprays are allowed.
- 5.9.1.2. Hair may be dyed, tinted or highlighted only in colours naturally occurring in human hair.
- 5.9.1.3. No form of hair spiking.

5.9.2 **Earrings**

- 5.9.2.1 In respect of girls – only a maximum of two earrings in each ear at the bottom of the ear is allowed. These must be plain silver or gold studs or sleepers (maximum of 1.5 cm in diameter for sleepers). Permission for piercings for religious reasons may be granted by request from the Principal only. In respect of boys – no piercings are allowed.

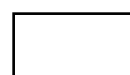
5.9.3 **Make up**

- 5.9.3.1 In respect of girls - subtle makeup of natural shades may be worn on the face. Nail varnish must be clear natural shades and must not be chipped. French manicures are allowed as an earned privilege for grade 12 learners only. In respect of boys – no make is allowed.

5.9.4 **Sport Kit**

- 5.9.4.1 The white Oakridge College P.E T-Shirt with plain black shorts and plain black or plain white trainers with plain black or white socks must be worn on Fridays.

5.9.5 **Failure to adhere to the correct School Uniform:**



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5.9.5.1 Learners arriving at school incorrectly dressed and contrary to the school rules and regulations will be sent home to change into the correct school uniform/attire.

**6 VALUBLES AND PERSONAL BELONGINGS**

6.1 Oakridge will not be held responsible for theft of or damage to any personal belongings on School premises (e.g. cell phones, bags, books and items of clothing).

6.2 Learners should avoid bringing cell phones, large sums of money and valuables to School. A cell phone may not be switched on during a normal school day. If the learner brings a cell phone to school, it must not be visible. If any electronic or communication device is switched on or used during a class (without the permission of the Educator) or between periods, the learner’s device will be confiscated and placed in the school strong room for periods to be determined by the Principal. The school indemnifies itself to the loss or damage of a cell phone any other electronic devices. NO earphones may be used or visible from 7h00 until 14h15. If seen, the item will be confiscated.

**7 LEARNERS USING LAPTOPS**

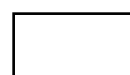
7.1 No inappropriate files/ software will be tolerated. Learners may not access, display, store or print socially unacceptable files or pictures, or have them in their possession on school premises. Oakridge reserves the right to monitor material accessed by learners. Laptops may only be used in class with the express permission of the class Educator.

7.2 Learners may not change any computers setups whatsoever. For example; no screen savers, autoexec, config, prompts, names, backgrounds, hardware, or software settings may be changed.

7.3 Learners are not allowed to load software of any kind without permission from the Computer Educators nor may they delete any files, change passwords / names or hack into any of the computer systems or fellow learner’s files.

7.4 The removal of any software or hardware from the school computers will be treated as theft.

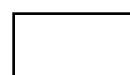
7.5 Any misuse of the computer bandwidth will be regarded as theft and will be dealt with severely.



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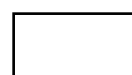
8 **CLASSROOM CONDUCT AND GENERAL RULES**

- 8.1 The school expects a concentration on, and a commitment to, academic excellence. To achieve this end there shall be:
- 8.1.1 No disruption of classroom routine.
- 8.1.2 The ambiance of the classroom must be one of warmth and mutual respect.
- 8.1.3 Homework must always be timeously done and thorough preparation must be carried out for all work. Homework not done will result in a learner attending a detention for hours to be determined by the Educator.
- 8.1.4 Educators and visitors must always be courteously greeted both in classrooms and around the school.
- 8.1.5 Educators are to be greeted at the commencement and termination of the lesson.
- 8.1.6 Learners must be punctual for all classes and school activities.
- 8.1.7 The school day starts punctually with assembly at 7h25 and the first lesson at 7h30 therefore Learners are to arrive at school by no later than 7h20. Any learner that arrives late for school will have to spend double time on Friday afternoon.
- 8.1.8 Late comers must report directly to reception before going to any classroom. Parents are expected to co-operate in this regard and to accompany their learner to reception if arriving after 7h45. Habitual late arrivals will lead to a detention, letter of warning and possible suspension.
- 8.1.9 All learners are expected to co-operate in maintain the attractive appearance of the School, above all, this would include an active participation in the prevention of littering.
- 8.1.10 Learners may not be in a classroom without the permission of the relevant Educator.
- 8.1.11 Wilful damaging, vandalising or neglect of School property and the property of others, either by writing or by a physical act, is prohibited.
- 8.1.12 Theft of School or private property is also prohibited.



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- 8.1.13 Disruptive, unruly, rude and/or offensive behaviour will not be tolerated.
- 8.1.14 The timeous handing in of work is the responsibility of each learner.
- 8.1.15 Learners who fail to produce a medical certificate on absenteeism during formal examinations/tests/assessment tasks will obtain a mark of "0" (zero) for the particular examination/test/assessment task.
- 8.1.16 Learners and Educators will respect the beliefs, culture, dignity and rights of other learners and Educators, as well as their right to privacy and confidentiality.
- 8.1.17 Language that is seen as pejorative, discriminatory or racist is prohibited.
- 8.1.18 Any act that belittles, demeans or humiliates another learner's culture, race or religion is prohibited.
- 8.1.19 All learners have the right to an education free of interference, intimidation and/or physical abuse. The learner will respect the property and safety of other learners. Fighting and threatening of other learners is forbidden.
- 8.1.20 Fighting and threatening of other learners and Educators is forbidden. Any involvement in such actions will lead to a disciplinary hearing and possible suspension and/or expulsion.
- 8.1.21 The learners will respect those learners in positions of authority. A learner who is in a position of authority will conduct himself in a manner befitting someone in authority. He/she will respect the rights of learners and not abuse such authority bestowed upon him through his position.
- 8.1.22 The carrying, copying and/or reading of offensive material is prohibited.
- 8.1.23 Learners must keep clear of all areas that are indicated out of bounds. These include; Electrical main distribution boxes, fire extinguishers and hoses (except in case of an emergency).
- 8.1.24 Learners are to ensure that Bathrooms are kept clean at all times.
- 8.1.25 Learners are expected to move in a quiet and orderly fashion in passageways and stairways.
- 8.1.26 Learners are regarded at all times by the general public as being a representative of Oakridge College, misbehaviour or discourtesy will not be tolerated and could result in disciplinary action.



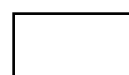
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- 8.1.27 Learners will not be permitted to leave the school for dental or medical appointments unless they are of an urgent nature and a letter is received from the learner's parent/ guardian in advance of such appointments.
- 8.1.28 Learners who fall ill during school hours must report to the deputy principal before leaving the school. The school will contact the learner's parent/guardian. Learners are not to contact their parents/guardian from their cell phones.
- 8.1.29 Learners will not be permitted to leave the school or not attend school to take learners or driver's license or lessons as stated by the Kwa Zulu Natal Education Department.
- 8.1.30 On arrival at School, learners are to immediately enter the school and are not to loiter outside the school gates. On leaving the school, learners are to wait inside the school gates until their lift has arrived and then leave the school grounds.
- 8.1.31 Learners may not hitchhike while in School uniform, whether formal or sport dress.
- 8.1.32 Good manners are important as all time. The basic courtesies to boys and girls to adults. This includes the customary greetings and assistance to one and other and our visitors. Lack of manners, including veiled insolence, snide comments and rudeness will not be tolerated.
- 8.1.33 The above guidelines may primarily apply to school hours, it should be understood that where applicable, these guidelines apply beyond the school gates.

**9 RULES GOVERNING PUBLIC PLACES AND TRANGRESSIONS WHICH COULD RESULT IN A LEARNER BEING REQUIRED TO LEAVE THE SCHOOL**

- 9.1 The School is place of safety where laws pertaining to public areas are applicable.
- 9.2 No dangerous objects or illegal drugs as defined in the South African School Act or the Safety Regulations will be bought onto and/used on the School property unless authorised by the Principal for educational purposes.
- 9.3 Alcohol is not permitted on School premises or during a School activity.

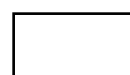


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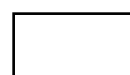
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- 9.4 The carrying of and/or consumption of illegal chemical substances and drugs as well as prescription or over the counter drugs are prohibited unless the parent/guardian has notified the school.
- 9.5 Any learner found to be in possession or under the influence of drugs or alcohol or participating, passively or actively, in activities relating to drugs or alcohol may be required to leave the school with immediate effect. This applies while on the school grounds or during any school activity or outing.
- 9.6 The carrying and/or smoking of cigarettes, electronic cigarettes, hubbly-bubbly and any other smoking devices are prohibited. Smoking is strictly forbidden on school property and within a radius of 1 km from the school. Learners who are found to be smoking on the school premises or outside the school grounds, or on any school outing or in any other situation where they may be identifiable as Oakridge College pupils may be required to leave the school with immediate effect. Any pupil found in the company of a group of pupils who are smoking will be treated as a smoker. Letter of warning will be issued immediately.
- 9.7 Theft is forbidden. Any pupil found stealing may be required to leave the school with immediate effect. Criminal charges may be laid. Oakridge reserves the right at its discretion and where an incident of theft is reasonably suspected, to open and inspect suitcases and bags.
- 9.8 Victimisation, including but not limited to bullying, fighting, intimidation, sexual harassment and any display or racism or religious intolerance will be severely dealt with. Depending on the severity of the transgression, the pupil may be required to leave the school.
- 9.9 Vandalism will not be tolerated and the learner may be required to leave the school. Any damaging or defacing of property belonging to the school and/or other persons will be regarded as a serious offence. The school reserves the right to claim compensation due to loss or any damage to school property from the transgressor and/or their parents or guardians. Any damage of loss caused to the school and/or another person may be recompensed by then transgressor and/or his/her parent/guardian.
- 9.10 No Physical Conduct contact between learners is allowed on school grounds. No kissing, touching or sitting on each other's laps will be tolerated. A personal space of at least thirty (30) centimetres is required.



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- 9.11 The use of any device that can play music is to be used at the sole discretion of the Educator. The playing of loud music in the school grounds, before, during and after school is forbidden.
- 9.12 Absenteeism - unauthorised absence from school or lessons constitutes a form of misconduct if recurring, which may result in expulsion of a learner.
- 9.13 **Matric learners who miss more than 21 school days without valid reasons, will not be allowed to write the final matric examination as they would not have enough time preparing for the examination.**
- 9.14 The following is required from a learner/parent/guardian in respect of absenteeism:
- 9.14.1 When a learner is absent, parents/guardian are required to contact the school secretary via telephone or email before 08h30 of that morning on 031 563 2221 or [contact@oakridge.co.za](mailto:contact@oakridge.co.za).
- 9.14.2 A doctor's certificate from a registered medical practitioner is required to be submitted in the following instances: -
- 9.14.2.1 When a learner is absent for two (2) or more days;
- 9.14.2.2 When a learner is absent on a Friday and/or Monday;
- 9.14.2.3 When a learner is missing a formal assessment/control test/examination.
- 9.14.3 Absentee letters must be produced on the day of returning to school.
- 9.14.4 Absenteeism may not exceed ten (10) days in an academic year without a doctor's certificate and relevant communication from parents and guardians.
- 9.15 Oakridge College adheres to the promotion requirements as set by the National Department of Education. Should a learner fail two consecutive terms, a parental meeting will be conducted and the pupil may be required to leave. This will be at the sole discretion of management.
- 9.16 In accordance with the South African School Act 84 of 2007 the Principal will undertake random searches of learners as per the School's Act for searches for illegal substances, alcohol, fire arms and pornography etc.



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- 9.17 Any learner found to be in possession or under the influence of drugs or alcohol or participating, passively or actively, in activities relating to drugs or alcohol may be required to leave the school with immediate effect. This applies while on the school grounds or during any school activity or outing.

## 10 **DISCIPLINARY SYSTEM**

- 10.1 Every Educator has the full authority and responsibility to correct the behaviour of learners whenever such correction is necessary. Corrective measure or disciplinary action will correspond with and be appropriate to the offence. Discipline of serious issues/misconduct will be dealt with in conjunction with the Principal.

### 10.2 **Discipline Programme**

- 10.2.1 An Educator may issue a detention form to any learner who transgresses in class. This form will be signed by the Principal, the Educator, the learner and the parent/guardian.

- 10.2.2 Every learner has the right to appeal to the Principal.

- 10.2.3 The detention forms will be forwarded to the administrator for the entering on the administration computer and will be placed on the learners file.

- 10.2.4 Detention will take place on a Friday afternoon between 13h00 and 17h00.

- 10.2.5 A learner will attend an intervention programme from 14h00 to 15h00 on the day after the offence, unless the Principal gives permission for a postponement. The learners are subject to the normal punishment system in the intervention programme session. If a pupil disrupts the intervention programme session, he/she will be sent home and no credits will be awarded. He/she will then be placed in Saturday evening detention.

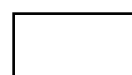
- 10.2.6 Principals detention will take place on Saturday morning from 08h00 to 12h00.

### 10.3 **Serious offences**

- 10.3.1 Conduct that may lead to suspension/expulsion includes, but not limited to, the following:

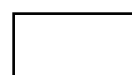
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- 10.3.1.1 Has been repeatedly absent without leave from school and/or classes;
- 10.3.1.2 Is guilty of assault, theft, gross insubordination or immoral conduct;
- 10.3.1.3 Has been convicted by a court of a criminal offence;
- 10.3.1.4 Abuses and/or is under the influence of, or possesses, with the intention of abusing and falling under the influence of any intoxicating or stupefying substances, including inhalants, such as glue, thinners, petrol, aerosol spray, paint, solvents and other substances.
- 10.3.1.5 Sell, distributes (whether by sharing, or otherwise), keeps or stores for sale or distribution, uses, possesses and/or under the influence of any of the following while on the school premises, or whilst in school uniform or carrying any item of apparel identifying him or her as a learner enrolled at the school:
  - 10.3.1.5.1 Intoxicating liquor;
  - 10.3.1.5.2 Illicit drug or narcotic; or
  - 10.3.1.5.3 Prescribe drug without a prescription issued by a medical practitioner.
- 10.3.1.6 abuses and/or is under the influence of, or possesses, with the intention of abusing and falling under the influence of any intoxicating or stupefying substances, including inhalants, such as glue, thinners, petrol, aerosol spray, paint, solvents and others.
- 10.3.1.7 is guilty of assault, theft, gross insubordination or immoral conduct;
- 10.3.1.8 has been repeatedly absent without leave from school and/or classes;
- 10.3.1.9 intentionally and without just excuse –
  - 10.3.1.9.1 repeatedly violates school rules or the code of conduct. Supplies false information or falsifies documentation to gain an unfair advantage at school;
  - 10.3.1.9.2 cheats in a test or examination, distributes any test or examination material that may enable another person or himself to gain an unfair advantage or is in possession any examination material or other material which may unfairly assist him in writing of the examination;



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- 10.3.1.9.3 seriously threatens, disrupts or frustrates teaching or learning in a class;
- 10.3.1.9.4 engages in a conspiracy to disrupt the proper functioning of the school;
- 10.3.1.9.5 insults the dignity of a staff member;
- 10.3.1.9.6 sexually harasses another person;
- 10.3.1.9.7 is found in possession of or distributes pornographic material;
- 10.3.1.9.8 supplies false information or falsifies documentation to gain an unfair advantage at school;
- 10.3.1.9.9 is in possession of a dangerous weapon or uses it to threaten any person;
- 10.3.1.9.10 engages in any act of public indecency;
- 10.3.1.9.11 endangers the safety and violates the rights of others;
- 10.3.1.9.12 fights, swears, or falsely identifies himself;
- 10.3.1.9.13 threatens fellow learners or Educators;
- 10.3.1.9.14 uses hate speech, make himself/herself guilty of racism or applies harmful graffiti;
- 10.3.1.9.15 vandalises, destroys or defaces school property or the property of any member of the school community;
- 10.3.1.9.16 repeatedly violates school rules or the code of conduct;
- 10.3.1.9.17 conducts himself/herself in a disgraceful, improper or unbecoming manner.
- 10.3.1.9.18 Is guilty of offensive or oppressive behaviour. This is a broad category of misconduct. Sufficiently serious cases or types of misconduct are targeted. Examples are given without limiting the breadth of the category. Serious insult; degradation of religion or culture, racial slur, intimidation; blackmail; psychological abuse; bullying; coercion; obscene language; gestures; conversational topics; jokes; anecdotes; etc. false reporting and accusation causing a fellow learner to suffer degradation, distress and suspicion.



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- 10.3.1.9.19 Is guilty of any misconduct regarded as serious in terms of societal norms.
- 10.3.1.10 Should a learner be found guilty by a court of law of the Republic of South Africa, Oakridge has the right, after a fair hearing to recommend expulsion.
- 10.3.1.11 A disciplinary hearing will be convened with a view to recommending expulsion.
- 10.3.1.12 Where approval for expulsion is not granted, learners will attend counselling or the relevant life skills programmed before they may return to class. Such learners will be accommodated in an exclusion room in the interim to continue with school work until they have completed the series of counselling sessions or the stipulated life skill programme.

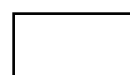
10.4 **Suspension of a learner by the Principal as a Precautionary Measure**

- 10.4.1 The Principal will institute suspension, as a precautionary measure, with regard to a learner who is charged with a serious misconduct offence.
- 10.4.2 Before a learner is suspended, the learner and his parents/guardian will be given the opportunity to indicate why the suspension should not be considered.
- 10.4.3 Disciplinary hearings will commence one (1) week after the suspension. If the proceedings do not commence within one (1) week.
- 10.4.4 This suspension will be applicable until the finding of not guilty is made or, in the case of a finding of guilty, until the appropriate sanction is announced.

10.5 **Disciplinary Hearings**

The following official forms will be used for misconduct and disciplinary hearings:

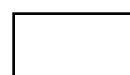
- 10.5.1 Written warning/ disciplinary warning form – Annexure E
- 10.5.2 Final written warning form – Annexure F
- 10.5.3 Notice of disciplinary form – Annexure G
- 10.5.4 Record of disciplinary hearing form – Annexure H



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- 10.5.5 Review form / lodging an appeal – Annexure J
- 10.5.6 Written notice of a disciplinary or tribunal hearing will be given at least five (5) School days before the hearing, which could imply temporary suspension from classes, excluding formal schedule tests and examinations which count towards the year mark.
- 10.5.7 When a notice is issued to a learner the learner must acknowledge receipt of the notice by signing for it. This is not an admission of guilt.
- 10.5.8 Should the learner not attend the hearing at the specified date and time, the School may, after a reasonable enquiry into such non-attendance, proceed in his/her absence.
- 10.5.9 A written verdict of the hearing will be issued to the offender. The offender must acknowledge the content by signing the document.
- 10.5.10 A learner has the right to request a review of the disciplinary action taken against him/her if sufficient grounds exist. Disregard of punishment of the Disciplinary Committee will lead to temporary suspension pending a hearing.
- 10.5.11 The Disciplinary Hearing Commission will consist of the following members: -
- 10.5.11.1 An independent third party;
  - 10.5.11.2 The School Principal or Deputy Principal delegated to oversee this function who will provide guidance on the procedure to be followed;
  - 10.5.11.3 An Educator;
  - 10.5.11.4 The hearing will also be attended by the learner, and any other learner he may need for his defence;
- 10.5.12 The Disciplinary measures that a Disciplinary Hearing Committee may impose include:
- 10.5.12.1 Detention;
  - 10.5.12.2 Community Service;
  - 10.5.12.3 Suspension from School for a minimum of two days up to a maximum of five days, effective immediately;



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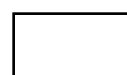
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- 10.5.12.4 Progress monitoring process initiated for a minimum of two weeks, followed up with a progress report;
- 10.5.12.5 A written conduct and behaviour warning issued. A signed copy of acknowledgement will be kept on record.
- 10.5.12.6 Payment to cover the cost of repair or replacement of the damaged, lost or stolen item.

## 10.6 **Procedure during Hearings**

10.6.1 The Chairperson of the Disciplinary Committee will lead the proceedings and:

- 10.6.1.1 Introduce those present and state their functions.
- 10.6.1.2 Ensure that witnesses are present only while giving their evidence.
- 10.6.1.3 The Chairperson must inform the learner of his rights:
  - 10.6.1.3.1 The right to a formal hearing;
  - 10.6.1.3.2 The right to be present at the hearing;
  - 10.6.1.3.3 The right to be given time to prepare for the hearing case;
  - 10.6.1.3.4 The right to be given advance notice of the charges;
  - 10.6.1.3.5 The right to be represented at the hearing by one (1) internal representative;
  - 10.6.1.3.6 The right to be accompanied at the hearing by the parents/guardian if the learner is a minor;
  - 10.6.1.3.7 The right to ask questions on any evidence produced, or on statements of witnesses;
  - 10.6.1.3.8 The right to an interpreter, to be requested 24 hours prior to the hearing.
  - 10.6.1.3.9 The right to appeal within five (5) days against any penalty imposed by the Disciplinary Committee.
- 10.6.1.4 Should the learner not attend the hearing at the specified date and time, the school may, after a reasonable enquiry into such non-attendance, proceed in his absence.
- 10.6.1.5 The Chairperson is to explain the nature of the alleged breach or misconduct to those present at the hearing.
- 10.6.1.6 The procedure of enquiry is to be explained by the Chairperson. The evidence of the complainant and his/her witnesses will be heard first. The learner and panel may question about the evidence. The Learner and his witnesses may then give evidence and the complainant and Committee may ask them questions.
- 10.6.1.7 When all the evidence has been heard, the Chairperson must close the enquiry, dismiss the complainant and Committee may ask them questions.

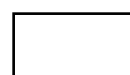


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- 10.6.1.8 When all the evidence has been heard, The Chairperson must close the enquiry, dismiss the complainant, the accused, their representatives, the parent/guardian and the witnesses.
- 10.6.1.9 The Disciplinary Committee must discuss and weigh the evidence and come to a decision.
- 10.6.1.10 The Chairperson must reconvene all interested parties.
- 10.6.1.11 The Chairperson is to communicate the decision of the Committee.
- 10.6.1.12 The Chairperson will then allow the complainant and learner to present aggravating or mitigating circumstances.
- 10.6.1.13 The Disciplinary Committee will then consider the aggravating and mitigating circumstances.
- 10.6.1.14 The Chairperson must explain the decision of the Committee and the reasons for the penalty (if any) that has been imposed.
- 10.6.1.15 The learner must be advised of his right to appeal to the Head of the Education Department (Annexure J and the Member of the Executive Council.
- 10.6.1.16 The complainant and learner must sign the disciplinary form and a copy must be handed to the learner (if the learner refuses, a witness must sign in the presence of the learner).
- 10.6.1.17 The signing of the documents by the learner does not imply an acknowledgment of guilt.
  
- 10.7 Oakridge College does not support corporal punishment in any form. The transgression of acceptable social conduct will not be tolerated at Oakridge College. Learners who infringe upon the Code of reasonable behaviour or are guilty of misconduct will be given the appropriate detention and letters of warning. In instances of serious misconduct, a learner will be required to leave the school.
  
- 10.8 In allocating letters of warning, the past history of the pupil, his degree of involvement in the commission of the offence and various other factors will be considered. The pupil will be required to immediately leave the school in instances where the pupil is guilty of an offence in terms of which 3 letters of warning are awarded, or where the learner has accumulated three current letters of warning. The principal may at his discretion extinguish/ negate current letters of warning at the conclusion of an academic year.
  
- 10.9 Only the Principal, or his/her appointed agent, shall be entitled to impose letters of warning.
  
- 10.10 The principal or his/her appointed agent, shall in their sole discretion be entitled to call for and convene a disciplinary committee in circumstances where he/she deem necessary.



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- 10.11 The Disciplinary Committee shall consist of three to four members being the Principal and two or three Senior staff members.
- 10.12 The Principal, at his own discretion, may appoint an external person with suitable experience or qualification to chair Disciplinary Committee. Such a person may be from the legal fraternity or School Advisory Council.
- 10.13 The Principal, at his own discretion, may appoint an external person with suitable experience or qualification to be prosecutor on behalf of the school. Such a person may be from the legal fraternity.

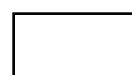
11 **PUNISHMENT**

Punishment and the process by which it is imposed must be:

- 11.1 Fair.
- 11.2 Reasonable.
- 11.3 Appropriate (not only to the offence but also to the child and the school community).
- 11.4 Relatively immediate.
- 11.5 Acceptable having regard to the Bill of Rights and the ethos of the School community.
- 11.6 Disciplinary action taken by the school should be as “transparent” as possible. Effective discipline demands effective communication between the disciplinary structures, the staff and the learners and the parents. Written reasons must be furnished at the request of parents. Nothing in this Code detracts from the desirable approach that disciplinary matters be resolved by way of counselling and/or other less formal methods.

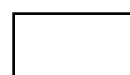
12 **APPEAL**

- 12.1 There is a right of appeal by the learner or his/her parent/guardian to the Principal against a conviction and/or sentence imposed by any of the other Internal Disciplinary Structures (i.e. disciplinary committees or structures other than the committee referred to in above). The appeal must be writing and lodged with the Principals Secretary twenty-four (24) hours after the conviction and the sentence have been communicated to the learner. No late appeals will be allowed. The decision of the Principal in such cases will be final (there will be no further right of appeal). The procedure for appeal must comply with the following:



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- 12.1.1 Only the written appeal and written decision of the relevant disciplinary structure will be considered.
- 12.1.2 The relevant and applicable requirements for adjudication by Internal Disciplinary Structures must be observed.
- 12.1.3 The onus is on the appellant to show on a balance of probabilities that the conviction is unjustified and/or that the punishment is inappropriate.
- 12.1.4 The Principal may uphold the appeal, or dismiss it, wholly or in part, any may substitute his own finding on conviction and/or punishment, provided that where he is the view that a conviction for another or more serious misconduct and/or harsher punishment is warranted, he shall give notice to the parties, giving them adequate to prepare and re-hear the matter as a Disciplinary Structure of the first instance. After the hearing, he may: -
  - 12.1.4.1 Set aside the original conviction and punishment and substitute it with his own; or
  - 12.1.4.2 Acquit the learner of the new charge, but deal with the original appeal in the manner prescribed;
  - 12.1.4.3 Where he substitutes his own conviction and sentence on re-hearing, advise the learner of his/her right to appeal.
- 12.1.5 The decision on appeal or re-hearing must be given in writing with reasons to the appellant and the relevant Disciplinary Structure.
- 12.1.6 The conviction and/or sentence are suspended, pending the decision on appeal, which once given, must be executed forthwith.



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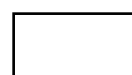
**SECTION C: ANNEXURES**

**Annexure A**

**STATUTORY MATRIX FOR THE CODE OF CONDUCT**

The Code of Conduct for the learner of Oakridge College School is derived from the following statutory matrix:

1. The South African Schools Act, 1996 (Act No. 84 of 1996) (as amended).
2. The Constitution of the Republic of South Africa (Act No. 28 of 1996) read together with the Bill of Rights.
3. Education Laws Amendment Act (Act No. 31 of 2007).
4. Promotion of Justice Act (Act No.3 of 2000).
5. Ministerial Regulations for Safety Measures at Public Schools in terms of section 61 of the South African Schools Act (Government Notice No. 1040: Gazette No. 22754 of 12 October 2001) ("the safety regulations").
6. National Policy on the Management of Drug Abuse by Learners (General Notice No. 24127 of 13 December 2002) ("The Policy on Drug Abuse – PDA").
7. Regulations to Prohibit Initiation Practices in Schools made under section 61 of the South African Schools Act (Government Notice No. 1589: Gazette No. 24165 of 13 December 2002).
8. Criminal Law (Sexual Offences and Related Matters) Amendment Act (Act No. 32 of 2007).



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**Annexure B**

**RIGHTS AND DUTIES OF THE RESPECTIVE PARTIES IN THE SCHOOL COMMUNITY**

**B1 LEARNERS RIGHTS**

Learners should be entitled to:

1. Educational facilities and resources necessary for effective learning.
2. Be taught in a clean, safe and orderly environment.
3. Be taught each lesson in an atmosphere conducive to learning and free from interruptions by other learners.
4. Be treated as an individual, enjoying the respect of others, and treated in a fair and dignified manner.
5. Be able to express themselves, to ask questions, and be heard.
6. Be taught in a disciplined environment in which punishment is fair and consistent.
7. Be recognised for their achievements.
8. A balanced education which prepares them adequately for life after school.
9. The democratic right to due process and have their view heard.

**B2 LEARNERS DUTIES AND RESPONSIBILITIES**

Learner should:

1. Accept the code of conduct of the school, obey all school rules and regulations, and so enhance the school as a place for ordered and orderly learning.
2. Attend school in the correct uniform, be neat in appearance, and have the correct equipment.
3. Ensure that books, desks and all school equipment and property, and the property of others, are treated with respect.
4. Attend school and classes regularly, be punctual, respect the rights of others to learn in a learning environment, and complete homework and class assignments.
5. Be responsible for their actions, respect others, not interfering with their right to education, and respect authority.
6. Be involved fully in sporting and cultural activities of the school and meet all obligations in this regard.
7. Keep the environment clean and generally have pride in the school, so enhancing its name.

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**B3 EDUCATORS RIGHTS AND EXPECTATIONS**

Educators should:

1. Be able to teach in a safe, orderly, clean and quiet environment in which the necessary material and equipment are provided and maintained.
2. Expect pupils to be prepared for lessons, having completed all homework and assignments.
3. Expect pupils to be punctual, courteous and respectful.
4. Be treated fairly and be respected as professional persons.
5. Be supported by parents and colleagues and receive the support of those in authority.
6. Be able to teach without interruption.

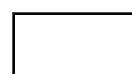
**B4 EDUCATOR’S OBLIGATIONS AND RESPONSIBILITIES**

Educators must:

1. Be professional in appearance and approach, and provide an environment which is conducive to effective learning.
2. Be well prepared for each lesson, teach each lesson effectively and effectively evaluate work done.
3. Maintain a clean, disciplined and safe environment in the classroom.
4. Be punctual, consistent and fair, and sensitive to the needs of pupils.
5. Treat pupils as individuals, respecting their rights, and encouraging each pupil to reach his full potential in all spheres of school life.
6. Guide pupils, help them to identify problems that they have, and help them resolve such problems.
7. Communicate with parents and keep them informed of the progress of pupils.
8. Keep up to date with developments in education, in the subjects taught, and in the teaching of the subjects.
9. Set the correct example as professional person and provide pupils with life skills.
10. Keep up to date with all administrative duties and attend all official school functions.

**B5 PARENTS’ EXPECTATIONS**

Parents expect from the school:



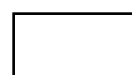
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1. Educators who are well qualified and competent to teach their subjects of instruction.
2. A school that respects cultural diversities and which is non-discriminatory.
3. Educators who are professional in their approach to their work and who set and maintain correct standards.
4. The promotion of high moral standards and good ethics, with learners being taught in a safe disciplined environment that is conducive to learning.
5. That their children receive a well balances education and that they will be treated fairly and as individuals.
6. Support from approachable Educators who communicate with parents on work and behaviour problems.

**B6 PARENTS' OBLIGATIONS**

Parents should:

1. Support and encourage their children in their involvement in all spheres of school life.
2. Ensure that learners attend school regularly, that they are correctly dressed, are properly equipped, and are punctual.
3. Support the school, the staff, the code of conduct and school rules, and ensure that their children do likewise.
4. Inform the school of any problem areas and communicate with the individual Educators where this is necessary or desirable.
5. Pay school fees on time.
6. Fetch their children on time after school functions, and attend official school functions.



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## Annexure C

### **POLICY AND PROCEDURE IN CASES OF DRUG ABUSE**

#### **Introduction**

1. On 13 December 2002 the Minister of Education, acting in terms of section 3 (4) (N) of the National Education Policy Act, 1996, declared national policy on The Management of Drug Abuse by Learners in Public and Independent Schools and Further Education and Training Institutions ("the drugs policy").
2. The drugs policy emerged from growing awareness of the scale of drug abuse in schools. In para. 4 of the drugs policy it is stated –  
  
"Studies on drug usage in the country point to an increase in drug abuse across all communities, irrespective of wealth .... Evidence indicates that school communities are particularly vulnerable and drug use by learners is on the increase in both rural and urban schools.  
  
These reports also indicate a high correlation between drug abuse and other anti-social and high-risk behaviour typical of countercultures such as violence, sexual violence, gangsterism and theft. Equally, reports link drug abuse with prevalence levels of HIV/AIDS and hence early death."  
  
3. In the drugs policy, the Minister recognizes the role played by drugs in seriously undermining the most critical element for the successful delivery of quality education, namely a safe and disciplined learning environment.
4. The drugs policy complements the Ministerial Regulations for Safety Measures at Public Schools, promulgated on 12 October 81 ("the safety measures) (see later). It follows three approaches –
  - 4.1. The habitual abuse of, or dealing in drugs is condemned and must be punished (para. 3).
  - 4.2. It seeks to support and assist learners, who have developed a dependency on drugs, especially as a result of experimentation or peer pressure, if they are prepared to co-operate with Educators and other professionals involved in the treatment and rehabilitation process. (paras. 6, 8 and 9).

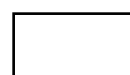
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- 4.3. It seeks to help and support learners and Educators, who do not use / abuse drugs, but who may be affected by the use/abuse of it by others, as well as to prevent such use/abuse.
5. The drugs policy contains various provisions aimed at contributing towards the effective prevention, management and treatment of drug use, misuse and dependency in schools and Further Education and Training Institutions.
6. This policy aims at giving expression to the provisions of the drugs policy, whilst simultaneously setting out the position taken and the approach to be followed by the community of St Andrew's School in dealing with the problem of drug distribution, abuse and dependency in the school context.
7. The point of departure of this policy is that in terms of the School's Code of Conduct a learner commits serious misconduct if he/she –
  - 7.1. sells, distributes, or keeps or stores for sale or distribution, uses, possesses and/or is under the influence of any of the following while on the school premises or at or in transit to or from any school activity, or whilst in school uniform or carrying any item or apparel identifying him or her as a learner of the school: -
    - 7.1.1. intoxicating liquor;
    - 7.1.2. illicit drug or narcotic; or
    - 7.1.3. prescribe drug without a prescription issued by a registered medical practitioner.
  - 7.2. abuses and/or is under the influence of, or possesses, with the intention of abusing and/or falling under the influence of any inhalants, such as glue, thinners, petrol, aerosol spray, paint, solvents and others.
8. The safety measures prohibit the possession of any unlawful intoxicating or stupefying substance on the school premises, as well as entry onto the school premises whilst under the influence of any such substance or alcohol. There are similar provisions in the drugs policy.
9. Subject to 10, below, the aforesaid serious misconduct must be firmly and consistently prosecuted and dealt with as such in accordance with the Code of Conduct and due process. If a learner is found guilty of such serious misconduct, the committee presiding over the proceedings concerned shall have regard to and in appropriate circumstances give effect to the relevant provisions of the drugs policy on restorative justice, as well as any School Management Plan contemplated by para. 33 thereof. In such a case, the presiding committee must satisfy itself that a clear plan for restorative justice has been formulated, with time frames,

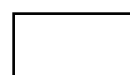


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requirements and monitoring mechanisms, and that the learner and his/her parents have undertaken to co-operate in the fulfilment of the plan, whereupon the proceedings may be adjourned, indefinitely, subject to the right of the committee to reconvene them at any time on reasonable notice for monitoring the fulfilment of the plan. If the proceedings are reconvened and it appears from evidence that the plan has failed due to non-co-operation by the learner, the committee must proceed to impose an appropriate punishment, which may include the reference of the matter to the Provincial Head of Department for the expulsion of the learner or the taking of the steps contemplated by para. 6 of the drugs policies.

10. The approach set out in 9, above may be deviated from in the following circumstances: -
  - 10.1. where a learner or the parent of a learner voluntarily discloses that the learner has a drug dependency problem; or
  - 10.2. where an Educator, whether by observation, counselling or both, determines on reasonable grounds that a learner has a drug dependency problem.
  - 10.3. In such a case, the matter must be referred to the Principal or an Educator designated by him, who must –
    1. immediately engage with the learner's parent(s) and in consultation with them determine whether or not the learner has a drug-dependency problem and whether rehabilitative intervention is required or justified. In this regard, the drugs policy, and particularly para. 28 thereof must be followed;
    2. ascertain whether or not the learner and his/her parents will co-operate in the support appropriate rehabilitation intervention;
    3. (if (i) and (ii) are in the affirmative) devise a rehabilitation plan with the assistance of the department of education and any other appropriately qualified persons, including the learner's own medical practitioner, and in consultation with the learner and his/her parent(s) devise a written rehabilitation plan incorporating at least the following: -
      - 3.1. periodic testing and reporting
      - 3.2. clear time frames
      - 3.3. random searching for drugs
      - 3.4. periodic consultation with parent(s) and the learner
      - 3.5. provision for carrying of a report card by the learner to every Educator involved in his/her tuition for a specified period.
      - 3.6. random provision of a urine sample for independent testing
      - 3.7. the bearing of the costs of testing or reporting
      - 3.8. the written consent of the learner and parent to all the measures concerned

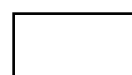


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- 3.9. the indemnification of the school, the monitoring person (Principal or designate) and the department of education against any claims by the parent(s) or learner, or both arising from the enforcement of the programme.
- 3.10. the duration of the programme.
  
- 11. If the programme fails to achieve the rehabilitation of the learner, whether through lack of co-operation or otherwise, the Principal or his designate may discontinue it whether or not it has run its course.
- 12. The relevant stakeholders must, as soon as possible, develop a comprehensive Drug Use, Misuse and Dependency Management Plan in accordance with the drugs policy (para. 33 in particular), incorporating the following elements: -
  - 12.1. Education of learners and parents
  - 12.2. Training of Educators (identification and management)
  - 12.3. Confidential whistle-blowing
  - 12.4. A core programmes
  - 12.5. Involvement of outside agencies, such as SAPS, Department of Health and Social Welfare for advice, support, law enforcement, education and training.
  - 12.6. Involvement of SANCA and similar persons for advice and support.
  - 12.7. Prosecution
  - 12.8. Investigation (including searches)
  - 12.9. Vision, mission, objectives
  - 12.10. Guiding Principles (including confidentiality and human rights considerations)



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**Annexure D**

**OAKRIDGE COLLEGE – LEARNER COMMITMENT**

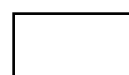
I, \_\_\_\_\_, a learner at Oakridge College, understand the rules and their implications and hereby commit to:

1. Abide by the code of conduct and Disciplinary System.
2. Behave in a courteous and considerate manner and respect other learners, all members of staff and visitors of School.
3. Treat everyone with respect regardless of differences in culture, religion, ability, race, race, gender, age, sexual orientation or social class.
4. Take responsibility for my learning by attending regularly and punctually and completing all my assessment tasks on time.
5. Cooperate with my Educators and other school staff.
6. Assist in making the School a safe place for all.
7. Seek help if I need it.
8. Let the School know if I feel my rights have been infringed, or if I experience any other difficulty.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signed by Learner

\_\_\_\_\_  
Signed by Parent/Guardian



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**SECTION D: Indemnity Declaration**

I / We (Full Name and Surname) \_\_\_\_\_ the

Parents / Guardians of (Pupil's Full Name and Surname) \_\_\_\_\_

1. Consent to the learner participating in the activities of Oakridge College, whether conducted on or off Oakridge College property, including but not limited to, games, cultural, social and sporting activities, including contact sport, and tours and excursions of vocational educational, social, sporting or general interest which may entail some risk of physical injury.
2. Consent to the pupil travelling to and participating in school activities and programmes outside Oakridge College subject to the Oakridge College taking reasonable care to avoid harm and save for any gross negligence on the part of Oakridge College its employees or agents. I/We hereby indemnify Oakridge College and/or their staff, agents or employees in respect of all loss or damage whether to person or property of the Learner, which may be sustained by the Learner whilst on Oakridge College property or under Oakridge College, control during any school excursion, activity or outing.
3. I/We acknowledge that Oakridge College will not be responsible for any theft or loss of, or damage to destruction to any property of whatever nature (including school clothing, sporting equipment, books, or any other personal possessions) brought onto Oakridge College property or to any school excursion, activity or outing, unless Oakridge College or its staff are in possession of the property either because –
  - 3.1. Oakridge College or its staff treated that property as their own; or
  - 3.2. Oakridge College or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property.
4. I/ We acknowledge that in certain situations there may be insufficient time to contact parent(s) or guardian(s), or to refer to Medical Records, and consequently I/we authorise Oakridge

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College representative to utilise the most appropriate medical service available. I/We therefore delegate to the Principal, or his/her representative, the power to authorise whatever medical treatment he/she in their sole discretion deems necessary for the Learner, and in so doing so agree that the Principal and/or his/her representative should act in loco parentis (with the same authority as a parent or guardian).

5. I/We agree that this indemnity shall commence on the date of signature hereof and shall remain in force and be of effect for the duration of the pupil's enrolment at Oakridge College.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Parents/ Guardians \_\_\_\_\_

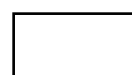
Witnesses:

1. \_\_\_\_\_

Name: \_\_\_\_\_

2. \_\_\_\_\_

Name: \_\_\_\_\_



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**Payment Options**

School fee payment options: Please tick the appropriate block

**TERMS OF PAYMENT**

**PAYMENT METHOD**

Payment due at start of each period

Cheque

Annual  Monthly (10)

Debit Order (complete below)

Termly  Monthly (12)

Direct Deposit (EFT)

**Please Note:**

**All cash payments are to paid to the Financial Administrator who will provide you with a receipt and confirmation of payment.**

**DEBIT ORDER DETAILS**

HOLDER : \_\_\_\_\_

BANK : \_\_\_\_\_

BRANCH : \_\_\_\_\_

BRANCH CODE : \_\_\_\_\_

ACCOUNT NO : \_\_\_\_\_

TYPE OF ACC : CURRENT

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SAVINGS

TRANSMISSION

AMOUNT TO BE DEDUCTED \_\_\_\_\_

I/We (Initial and Surname) \_\_\_\_\_ hereby request Oakridge College to draw against my/our banking account from time to time the amounts due in terms of Oakridge fees schedule.

Signatory/ies : \_\_\_\_\_ Date : \_\_\_\_\_

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**FOR INTERNAL USE**

**CHECKLIST**

Reports	<input type="checkbox"/>
Birth Certificate	<input type="checkbox"/>
Admin Fee	<input type="checkbox"/>
Deposit	<input type="checkbox"/>
Photographs	<input type="checkbox"/>
Identity Copies of Parents/Guardians	<input type="checkbox"/>
3 months' payslips/ bank statements	<input type="checkbox"/>

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