



**KleinwaterCollege**

EMIS Number: 800035714

2023 Standard Procedure  
Manual

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## 1. SCHOOL TERMS AND OPERATING HOURS

### Office hours:

Mondays to Thursdays: 7:15am – 3:45pm

Fridays: 7:15am – 2:00pm

The office closes an hour after school closes on the day before long weekends and last day of the school term.

### School hours:

Mondays to Thursdays: 7:30am – 2:00pm

Fridays: 7:30am – 1:00pm

Compulsory extra murals, homework, extra tuition and disciplinary sessions:

### All Grades

Mondays to Fridays: 2:15pm – 3:30pm or later Saturdays: 8:00am – 1:00pm or later

School Formal Detention: 2:00pm – 3:30pm, usually on Fridays

Saturdays as required for extra lessons, group study, detentions, outings, competitions or sports matches.

### School meetings or functions:

Weekdays, evenings, or Saturdays as required.

On a weekend outing or when term closes all learners must be collected by 16:00 on a Friday and return on a Sunday by 17:00. It remains the parent's/guardian's responsibility to ensure that their child is safely transported to school on time.

### Term dates and holidays in 2023:

1st Term: 10 January – 24 March

2nd Term: 12 April – 23 June

3rd Term: 18 July – 29 September

4th Term: 10 October – 13 December

All Public Holidays will be regarded as school holidays.

New parents' INDUCTION PROGRAMME: 9 January 2023 at 08:00 in the school hall.

## 2. 2023 SCHOOL FEE STRUCTURE

Registration Fees	R 750 (non-refundable)		
DESCRIPTION	ANNUAL FEES	TERMLY/QUARTERLY	MONTHLY
Boarding & Tuition Grade 7 - 9	R 77 863,50 per year	R 19 465,85 per term/quarter	R 7 078,50 per month
Boarding & Tuition Grade 10 & 11	R 83 853.00 per year	R 20 963,25 per term/quarter	R 7 623.00 per month
Boarding & Tuition Grade 12	R 84 458.00 per year	R 21 114,50 per term/quarter	R 8445,80 per month

### NB:

\*2020 learners will be exempted from paying registration fee only if registered not later than 31 January 2023

\*Fees and other expenses are payable when due and the account must be fully settled on the 1st of each month.

\*Registration fee is **non-refundable**.

\*Study permits are compulsory for foreign learners.

## 3. ADMISSION PROCEDURE AND ENTRY REQUIREMENTS

Admission is administered by the school administration personnel. The application for admission form and contract must be completed and signed by a parent or the legal guardian. The school requires a court-appointed guardian as a legal guardian. Relatives or friends are not legible unless they have been duly appointed by the court to act as guardian. The legal guardians must provide the school with a copy of the court order proving the status.

Application for admission is made by submitting recent original academic reports. The principal will evaluate the reports and will ask for references from previous school. The principal will approve or decline the application.

If the application is accepted, it will be for a particular grade, subject choice and any other conditions must be met as per the school requirements. The final report for the previous year must be submitted, the principal will also determine the minimum marks which must be achieved for the application to be accepted. The application will be accepted until the final report is provided. If the applicant's final report does not meet the required marks, the applicant will not be accepted in the next grade. This includes learners who have been given a condoned pass from the previous school, or have been promoted to the next grade without passing the previous grade. In these cases, the applicant will repeat the same grade.

If the application is successful, the applicant will receive an acceptance letter and the following are required:

- 1) A completed original application for admission form. If fees are to be paid by a company, fund, trust or agency other than the person signing the contract, it must be stated on the application form.
- 2) The person signing the contract is responsible for the payment of fees and other expenses. Fees and other expenses must be paid on time until the company, fund, trust or agency responsible for paying the fees settles the account. If the fees and expenses are paid in full by a third party, the person who paid them in the interim will be refunded, upon written consent.
- 3) Fees and other expenses must be paid on time even if a third party is paying. The school reserves the right not to accept an application if a third party is paying fees. Failure to declare the involvement of a third party in the payment of fees will render the application or registration null and void.
- 4) The original copy of the learner's recent academic report and copies will be made by the school and the parent/guardian may keep the original. Forgeries or alterations will result in the immediate deregistration of the learner, and referral to the SAPS. The learner will not be admitted and may not begin studies until final report from the previous year has been submitted and accepted. The final report must be submitted and approved before school starts at the beginning of the year.
- 5) The application will not be accepted, and the contract will be nullified if the final report is not received in time or does not meet the marks required. This applies even if an earlier report was accepted. If the applicant apply to join the school during second, third or fourth term, then the report from the end of the previous term must be submitted. The application will also not be accepted if the learner has not been attended school for a more that a full term period.
- 6) The registration fee covers administrative expenses and is non-refundable.
- 7) Original contract one-year contract with Kleinwater College, properly signed and initialled on each page by the parent/legal guardian and a witness in black ink must be submitted.
  - The contract must be signed by the parent or court-appointed guardian (not by an associate, friend or relative). Court-appointed guardians must include a copy of their court papers of appointment. The contract will be nullified, and the application not accepted unless the contract is initialled on each page and signed on the last page by the witness and the parent/legal guardian.
  - The contract binds the parent/legal guardian to payment of fees and other expenses and acceptance of the school rules and policies as stipulated in this document. The contract also binds the parent/legal guardian to payment of 3 months' notice if the child is withdrawn for any reason or if the contract is terminated according to clauses 8.1 or 8.3.
  - The contract forbids any negative political activity; cyber-bullying; drug, alcohol or sexual abuse; and criminal and violent behaviour, and
  - The contract obliges a parent/legal guardian to pay the school for any damage to school/hostel property caused by the parent's/legal guardian's child.
  - Allows for notice to be given for an earlier termination by either party.
- 8) The parent's/legal guardian's original identity document must be submitted, and the school will make a copy and return the original on the day of registration.
- 9) The learner's original identity document must be submitted, and the school will make a copy and return the original on the day of registration.
- 10) If a learner is not a South African Citizen the residence permits/study permits must be submitted. All foreign learners must submit study permits before school commences. Residence permits must be endorsed for study at Kleinwater College. The application is not successful and we will not reserve a place for an applicant, nor will we be able to accommodate a learner on the school premises, until he/she is in possession of a valid study permit. No absenteeism in this regard will be accepted.
- 11) The applicant must not be absent for more than one week while waiting for a study permit, the application will be cancelled and a place will not be kept. The school is not liable for residence/study permits.
- 12) A transfer letter from the previous school must be submitted.

- 13) A language choice form must be completed for Grades 7 to 9, and the subject selection form completed for Grades 10 to 11 with the assistance of academic staff.
- 14) For all new applicants a compulsory attendance of the Induction Programme by the parent/legal guardian and learner. Attendance of the Induction Programme is mandatory. The learner is fully registered when the Induction Programme has been attended. Only learners from Grades 7 to 11 need to attend the presentation with their parent/guardian.
- 15) Applications for the following year by learners already in the school must be received by not later than 31<sup>st</sup> October. Late or partial submission of the required original documents for application will render the application not to be accepted. Submission of the application forms does not mean that the application is successful for the grade applied. The school reserves the right to decline admission for a new contract for the following year.
- 16) The registration fee must be paid in full and all the documentation required for registration as above been submitted to the school. An application is regarded completed and the learner will have a place in the school until all required documentation for registration has been accepted and the contract is fully signed by the parent/legal guardian, the witnesses and the school.
- 17) Learners will be suspended from school if the all documentation is found to be incomplete in any way. Incorrect/incomplete/misleading details will nullify the contract. The principal may allow a learner to attend classes for 10 days while registration requirements are being finalised. This does not mean that the learner's registration is successful or that the learner has a place in the school.
- 18) If the required documentation is not submitted by the 10<sup>th</sup> school day from the date of registration, or the parent/guardian has not attended the Induction Programme, the registration will be unsuccessful and the contract will be nullified. In such a case the learner will be removed from the school with immediate effect, the account must be settled and the school's text books and all school belongings must be returned. The school does not refund for stationery or any other costs if the registration is not successful. If the learner does not report to school within FIVE days, the registration will immediately terminate.
- 19) It remains the parent/guardian's responsibility to inform the school on the application form of any existing or previous health issues, educational issues, substance abuse, psychological issues, behavioural issues or an expulsion/exclusion. Details of any medication or treatment required must be disclosed on the application form.
- 20) It remains the parent/guardian's responsibility to inform the school an applicant has been diagnosed with a condition that requires emergency treatment, such as asthma, epilepsy, diabetes, etc. The school must also be provided with emergency medication and instructions for its application. The parent/guardian must to notify the school if the learner is pregnant or married.
- 21) With reference to the above cases, an interview with all parties involved may be required to establish if the school is able to consider the application for admission. Additional information may be requested from the relevant professionals. In such cases the school reserves the right not to enter into a contractual agreement, or to enter into a contract with limitations or extra requirements (such as a reduced contracting period, extra therapy or treatment). Non-disclosure of health condition, educational condition, behavioural condition, pregnancy or married status will nullify the application.
- 22) Should the parent/guardian wish to withdraw the child from the school, **3 (three) months' notice** must be given in writing and the notice payment is due immediately. A verbal notice of withdrawal is acceptable and the **3 (three) months' notice** will apply. The learner may remain in the school for the three-month notice period should the school find it appropriate. Textbooks and any other property belonging to the school must be returned, and the amount owing be finalised. Once the account is settled in full the transfer letter will be issued. The school reserves the right not to issue references or testimonial letters to the receiving school. The school is under no obligation to complete any references or testimonials letters.
- 23) Once notice of withdrawal has been given by the parent/guardian, it will be final and the parent/guardian must re-apply should they need space again in the school. The same process for application for admission is followed when re-applying after a withdrawal or de-registration. The school is not obliged under any circumstances to accept the re-application.
- 24) Kleinwater College does not accommodate learners with special needs currently. Should a learner be diagnosed for special needs by an Educational Psychologist, the parent/guardian must agree to withdraw the child and place him/her in an appropriate school. The school does not charge 3 months' notice payment in such cases.

- 25) A parent or court-appointed guardian whose details are given on the application form will be accepted as a representative. The school will not communicate with, or accept messages from, any other parties. The school will only accept a representative if the contracting parent/guardian has applied in writing of the new representative. The new representative will be accepted, to interact with the school and also collecting the child from school and attending a parents' meetings. New or additional representatives must attend the Induction Programme.
- 26) Should the person whose details are given on the application form, is not a parent or court-appointed legal guardian of the learner, the school is not obliged to accept the person as a representative. If such a person signs the contract, the contract is nullified, unless it is made in writing and the school agrees in writing to enter into contractual agreements with that person. It is the responsibility of the person/s to make a proper application to the school.
- 27) Should a person who is not a parent or court-appointed legal guardian apply for space for a child into the school, he/she must make inform the school in writing to be accepted as a representative. The school reserves the right, not to accept such an application. The application may be accepted with conditions or limitations. (such as a shorter contracting period). If the school enter into contractual agreements without an application being made and without agreeing in writing to accept the person as a representative, the contract is nullified.
- 28) Should the person who has been recorded as being responsible for fees payments on the application form is a parent or court appointed guardian, and is registered on the application form as such, the school accepts that person as a rightful representative. If not, the school will not accept such a person as a representative or communicate with him/her in any way. He/she will be considered for acceptance as a representative if application is made in writing to the school by the contracting party, as per the process above. The person may act as a representative only when the school has accepted in writing.
- 29) The school reserves the right, to limit or exclude a representative's access to the school premises should the representative damages the relationship with the school, or does not cooperate with the staff, or is a negative influence to the learner or other parents, or commits a breach of contract, or has limited access to the learner due to a court order or does not cooperate with the school's policies and procedures.
- 30) Parents/guardians are must inform the school of the details of how the learner is transported to school and collected from school when school closes for the holidays or exeat weekends. This information must be provided on the application form. Should there be any changes the school must be notified immediately.
- 31) A period of at least three hours to process the registration on the first day should be allowed, where the contracting representative must be present. The contracting representative and child must also attend an Induction Programme on the specified date and time. The application for registration is nullified if the Induction Programme has not been attended.

#### **4. SUBJECT CHOICES**

- A recent final report, proving a genuine pass at the required standard in the previous grade, must be submitted. The report must be accepted by the school. The school may accept admission to a specific grade and subject choices.
- Learners may be go through a mock test or interviews before being accepted in the school.
- Subject choices are limited to subject combinations made available by the school.
- A learner may not continue a subject if failed in the previous grade.
- A learner who does not meet the expectations of certain subject/grade will be moved to appropriate subject/grade. Grade 12 applicants may be offered a place in Grade 11 only.
- Right of admission is reserved and the final subject/grade offered is entirely at the discretion of the school. The Principal's decision in all matters regarding admission is final.

#### **Grade 7 - 9 classes (General Education and Training or Senior Phase) the following subjects are compulsory:**

- English Home Language
- Afrikaans First Additional Language\* (FAL) or, African Language First Additional Language\* (FAL)
- Economic and Management Sciences [EMS]
- Social Sciences (History and Geography) [SS]

- Mathematics
- Natural Sciences (Physical Science and Biology) [NS]
- Creative Arts [CA]
- Life Orientation [LO]
- Technology (Design and Computers) [Tech]

\*One of the FAL must be selected. The school reserves the right to decide which language level is appropriate.

Grade 9 learners who wish to take FET Accounting must attend afternoon/evening bridging classes early in the Grade 10 year, should it become necessary.

All Grade 7 - 9 learners are required to follow the Maths and Lector Reading programmes to improve their competence in Mathematics and English at an additional cost to the parent's account should it become necessary.

### **Grade 10 - 12 classes (Further Education and Training)**

The FET (Further Education and Training) has the following subjects which are **compulsory**:

- Two languages (Home Language and First Additional Language, one of the subject must be English)
- Mathematics or Mathematical Literacy and Life Orientation
- Three or four further subjects should be selected, so that there are seven/eight subjects in total.

Intensive Learner support must take place, to avoid confusion and inappropriate choices.

### **Please note the following:**

- Maths may **not** be taken in the following term/year if the preceding term's/year's mark is too low. It is then replaced with Maths Literacy and the learner is required to complete the Maths Literacy requirements of the previous terms/years.
- Science must be taken in conjunction with Mathematics. Science may **not** be taken if the learner is taking Maths Literacy.
- Accounting must be taken with Mathematics.
- If Maths is not passed, or the mark is too low in Grade 9, Maths Literacy becomes compulsory in Grade 10. Physical Science may **not** be taken in Grades 10 if Maths is failed in Grade 9.
- A learner may not take either Physical Sciences, Accounting, or Maths in Grade 11 and 12 unless he/she took it in Grade 10.
- A learner in Grades 4 - 9 is required to do the Mathematics and Lector Reading programmes to improve in Mathematics (or Maths Literacy) and English at an additional cost to the parent.
- A learner who enter FET phase in the school in Grades 11 or 12, the school is not responsible to obtain previous results or portfolios from the previous school. It remains the responsibility of the parent that the required portfolios are received.
- The teachers may need extra time to catch up with portfolio work.
- Changing of subjects in FET is usually a challenge in most cases, due to fact that it is a 3-year course. It is important to choose the correct subjects and to seek to pass them each year. At least a 50% mark must be reached in all subjects for admission to Grades 10, 11 or 12.
- Subjects offered for FET Phase are:
  - 1) Mathematics
  - 2) Mathematical Literacy
  - 3) English HL/FAL
  - 4) Life Sciences
  - 5) Physical Science
  - 6) Afrikaans
  - 7) Isizulu/Sepedi
  - 8) Life Orientation
  - 9) Accounting
  - 10) Geography
  - 11) Business Studies
  - 12) Economics

- 13) Computer Application Technology (CAT)
- 14) History
- 15) Tourism
- 16) Agricultural Sciences

#### **4.1 Matric classes**

A learner is accepted at the schools' discretion and is not automatically admitted to Grade 12, even if he/she has passed Grade 11 with a mark below 50% in all subjects. Grade 12 class will write mid-term tests in Term 1. The school reserves the right for the learner to repeat Grade 11. The registration of a Grade 12 learner for the National Matric Examinations will be suspended if the learner has been called for a disciplinary enquiry for serious misdemeanour. The registration status of the learner will be determined by the outcome of the disciplinary enquiry.

Examinations for the final year will only be through the school according to the prescribed timetable. Private external registrations will not be accepted and the learner will not be registered to write with this school.

Matriculants may register a minimum of 8 subjects at Kleinwater College. No learners may register for another subject at any other institution, as candidates are not allowed to register at two centres simultaneously.

### **5. GENERAL SCHOOL RULES**

- 1) Learners must behave respectfully towards employees of the school and with consideration for their fellow learners.
- 2) No intimidation or bullying or initiation/hazing practices will be tolerated. Teasing, pushing, hitting or playing roughly with someone on their birthday, or for any other reason, is unacceptable and may not be practised.
- 3) Learners must treat all school property with utmost care.
- 4) Lockers may not be shared and must be locked at all times and the key to the locker may not be lent or given to another person.
- 5) Learners may not be in possession of a classroom or office key, or any key for a school or hostel (only keys belonging to their rooms may be kept). Learners are required to return any school or hostel keys that they may have or find to the admin office. Learners must report anyone using a key, or in possession of a key, to the principal.
- 6) Learners may not borrow money from each other or lend it to each other. Learners may also not charge a fee or interest, either in cash or kind, for any favour or service to another learner.
- 7) No learner with a negative disciplinary record may go on school outings nor claim any privilege.
- 8) Learners may not be late for school or any school commitments. The learner's name and grade must be given, together with the reasons the learner is going to be late. Any delays in notifying the school may result in the late arrival not being approved. Approval for a late arrival will only be granted if the principal is satisfied with the reason for the late arrival.
- 9) Excuses such as bad traffic, difficulties with transport, problems at home or anything which could have been avoided, will not be accepted. The school reserves the right to request documentary or other proof to substantiate the reason for a late arrival. Learners will be given an informal detention for late arrival that is not approved by the principal. If a pattern of late arrivals is observed the parent/guardian will be called for a meeting, or the learner will be called for a disciplinary enquiry.
- 10) Learners must be present at all times during school hours, unless they are absent with the written permission of the principal.
- 11) All appointments or commitments of any kind (e.g. doctor, dentist, orthodontist, medical tests or check-ups, scheduled surgery, drivers' licences, interviews, applications, competitions, shows, conferences, seminars, events, ceremonies, etc.) must be made for times outside school hours and school terms.
- 12) Absence will not be granted for external events of any kind (e.g. fashion shows, competitions, league matches, performances, conferences, seminars, church or community events, interviews, appointments, tests, travelling, special days, family ceremonies/rituals, etc.). Absence will not be granted if the application is late, i.e. less than three school days before the event. Absence for funerals will only be considered for immediate family members (parent, sibling or grand-parent) and only if the death certificate is submitted with the letter of request. If absence for a funeral is permitted, only one school day will be granted.
- 13) Unavoidable absenteeism must be reported by telephone to the principal on the day of absence, or an informal detention will be given to the learner. On the first day of return to school, the learner must provide a parental excuse letter/doctor's certificate. The letter/s should be dated and contain a contact telephone number and parent's name and signature. If the letter is not submitted on the day of return, the absenteeism will not be approved.
- 14) A doctor's certificate is required for absenteeism on a day when an assessment was written. A new assessment may be set for the learner for a fee of **R300**. A doctor's certificate is compulsory if the learner is absent for 2 or more days, or one day if after a weekend or holiday. The school will not accept a doctor's letter if the doctor is the learner's parent



- or immediate relative. Period pain will not be accepted as a valid reason for absence unless the school is provided with a letter from a registered medical specialist.
- 15) The Principal is not obliged to approve the absenteeism if the cause was insufficient and the decision in this regard is final. Unauthorised absenteeism is an expellable offence. Informal or formal detentions or Saturday study will be given to the learner for each day of unauthorised absence.
  - 16) If an assessment was missed due to unauthorised absenteeism, a new assessment may be set for the learner for a fee of R300. Learners will receive double penalties for absence or late coming immediately before or after holidays/ long weekends. Continuous absenteeism will result in the parent/guardian being called to the school for a meeting to discuss the behaviour.
  - 17) If the learner is absent for longer than 2 weeks, the school reserves the right, at the sole discretion of the Directors, to put the learner back to the previous grade and/or not register them for external examinations.
  - 18) KLEINWATER COLLEGE is a weapon-free zone. No dangerous toys or weapons may be brought to the school/hostel. Anyone found with a weapon of any kind will be suspended immediately and called for an expulsion level disciplinary enquiry.
  - 19) Learners must fulfil all homework commitments.
  - 20) Learners must wear full school uniform and maintain a neat appearance.
  - 21) Learners may not wear beanies in assembly.
  - 22) Learners must follow good hygiene procedures - wash regularly, brush teeth well and wear clean clothes. Girls in particular should pay attention to personal hygiene and appearance. Specific instructions will be given regarding toilet procedure. Only one person may occupy a toilet cubicle at a time. Boys must be clean-shaven. A barber will be available to the school at a cost of R30 per person to cut the hair. Hand dryers in bathrooms may not be used for other purposes, such as drying clothing, etc.
  - 23) Learners may not take any form of medication/tablet/liquid while unsupervised. The school will administer prescription medication if permission was given by the parent/guardian.
  - 24) Learners may not eat, drink or chew gum in the school buildings. Chewing gum (or sweets that include chewing gum) may not be brought onto the school premises or used anywhere on the school premises. A fine will be imposed on any learner found chewing gum.
  - 25) No smoking or e-smoking whatsoever is permitted on the school premises. Learners are not permitted to smoke on the school premises, or anywhere while in school uniform or recognizable as a Kleinwater learner.
  - 26) Learners may not stand, jump or dance on benches, chairs, toilets or any other article.
  - 27) Learners may not lean back hard/ride on chairs, or slam doors or windows.
  - 28) Learners may not drop tables or any hard/sharp objects on tiled floors or other surfaces.
  - 29) Learners may not scratch/cut desks or any other articles and these actions cause damage and are regarded as vandalism. Offenders will be fined. The cost of repairing/replacing the damaged article will be debited to the learner's account and the parent/guardian will be notified.
  - 30) Learners must be very careful to avoid causing a fire in any way. Learners may not use or be in possession of matches or lighters of any kind. Learners may not light candles or any other item (including hair braids) while on the school premises. If a fire is discovered, learners must immediately leave the area along the approved exit routes and call the school staff as quickly as possible. Learners should not try to extinguish the fire themselves.
  - 31) No loitering outside school premises is permitted.
  - 32) Learners must not send other learners to buy things for them either on or off the premises, unless permission has been given by the principal in writing.
  - 33) Learners must behave at all times in a dignified and self-controlled manner, in keeping with the high standards of Kleinwater College.
  - 34) Learners must obey all instructions given by the principal and staff.
  - 35) No learner is permitted to leave the class during school times. The school reserves the right to change school times if so needed.
  - 36) No dangerous toys or weapons may be brought to school.
  - 37) The school does not take responsibility for the theft of valuables.
  - 38) NO CASH must be brought to school. Learners must have a bank card and secure their pin number to access pocket money.
  - 39) Learners must not go near the staff members' cars, or school vehicles, or staff residence they may do so only with the permission of the principal.
  - 40) If a learner is absent from school for more than 5 school days without the principal's permission or without a valid and acceptable reason, or without communicating with the school (via the school secretary) during this absence, he/she will be deregistered and 3 months' notice charged. The 5-day absence may be either continuous or sporadic for the deregistration action to apply. No further notice period will apply.

- 41) This also applies if the learner is suspended from school pending a disciplinary enquiry or continuation thereof, and the parent/guardian does not provide or agree to a date for the disciplinary enquiry for more than 5 school days.
- 42) Learners may not receive visitors during the school day or communicate with anyone at the school perimeter. Urgent messages may be left with the secretary, and these will be handed out at break or after school. Learners may use the office phones for private phone calls on approval of the principal. Any items for delivery to the learner must be dropped off at the admin office with the learner's name clearly written on them during office hours and may not be left with security staff.
- 43) No cheating (or copying) will be tolerated. Learners may not write, pass or receive notes during school activities.
- 44) Learners may not contact other learner's parents/guardians without permission. Parents/guardians may not contact other learner's parents/ guardians without permission.
- 45) Learners may not bring cell phones or smart watches to school. These will be confiscated for safe-keeping upon discovery and will be returned at the end of the next term after the imposed fine is paid in full.
- 46) Learners who provoke or tease other learners towards unrestraint will be punished and rumour-mongering is also not allowed.
- 47) All clothing items and personal possessions must be clearly marked. Lost property which cannot be returned to the owner will be donated to charity if not collected within 14 days and school staff are not responsible for finding lost articles of clothing or other possessions. Learners may not borrow or lend articles of clothing or other possessions.
- 48) In the interest of safety, any criminal activity or physical violence on the premises will result any learner involved being instantly suspended and called for a disciplinary enquiry.
- 49) Girls who are pregnant will be referred to the hospital school, or a similar institution, if this is deemed to be to their educational and health benefit. They will not be registered for external exams if their due date is close to the external exams. Girls and parents/guardians must notify the school immediately when it is discovered that the girl is pregnant. Pregnant girls may continue schooling as long as permitted by their medical practitioner, at the sole discretion of the Director. Medical certificates must be provided to the school upon request.
- 50) The school must be notified if a learner is involved in extra classes, training, leagues, or any other external commitments. No external commitments may be contemplated if they are likely to interfere with schooling or school commitments. The school will not sign forms for external sports clubs.
- 51) Learners may not have a job or be employed or sell any goods in the school premises without the written permission of the principal.
- 52) Learners may be expelled for inter alia trespassing, sexual misconduct or harassment, accumulation of eight (8) formal detentions, attempts or threats of suicide or self-injury, any criminal behaviour, theft or shoplifting, negative political agitation, instigating or participating in unrest or protest action, unexplained absence from the school or school sessions/activities, physical violence, testing positive for illegal drugs or alcohol, use or possession of illegal drugs or alcohol or substances or weapons/toys, and abuse of property.

## 5.1 Merit System

The school encourages good behaviour in learners by awarding merit marks for good actions. Merit badges are awarded for an accumulation of merit marks as follows;

- |    |                   |   |                               |
|----|-------------------|---|-------------------------------|
| 1) | 3 merit marks     | = | a <b>orange</b> merit badge   |
| 2) | 3 orange badges   | = | a <b>gold</b> merit badge     |
| 3) | 3 gold badges     | = | a <b>platinum</b> merit badge |
| 4) | 3 platinum badges | = | a <b>diamond</b> merit badge  |

If a learner is awarded a platinum badge he/she will be recognised by having his/her name added to the honours board on display in the school hall.

## 5.2 Disciplinary Procedure

Kleinwater College supports good principles of Fair Discipline and a consistent application of appropriate disciplinary measures to all the learners.

The disciplinary procedure for learners indicates the standard of behaviour expected of all learners at Kleinwater College, and encourage individual responsibility and self-discipline. Should the required conduct not be met by a learner, corrective action will appropriately be initiated by the management and educators. Corrective action may or may not include the use of formal disciplinary measures.

The disciplinary procedure and code of conduct are documented to ensure that corrective action and discipline are administered consistently and in a fair manner. The disciplinary procedure and code of conduct are considered an important

element of the school and are applicable to all learners. The code of conduct will have a bearing on behaviour of a learner outside normal school hours, should the learner's conduct impact negatively on the educator learner relationship, learner-learner relationship, or the reputation of the school.

Discipline must be maintained all the times to ensure orderly classroom behaviour and it is an integral task of every educator's job. It remains the management and educators of the school to apply the correct disciplinary procedure in an effective and equitable manner, in the interests of the well-being of other learners, the school and all stakeholders.

This document is readily available to every staff member in the school, and every learner and parent. This document is reviewed every year and input from learners, parents, educators, governors and management are welcome.

### **5.3 Responsibilities**

At Kleinwater College, educators, parents and learners have responsibilities. To sustain a conducive learning environment, and it is of great importance that each party acknowledge their responsibilities.

#### **5.4 Responsibilities of Educators:**

- 1) Manage learner performance effectively and motivate learners to achieve realistic and meaningful personal goals.
- 2) Praise, encourage, recognise and reward learners who strive to achieve.
- 3) Be punctual, well-prepared and professional in their approach.
- 4) Create a classroom climate which is based on a learning partnership which makes education both relevant and stimulating.
- 5) Be sensitive to the needs of their learners and address learning difficulties in a positive manner.
- 6) Set a positive example for their learners to follow.
- 7) Administer discipline correctively and according to the disciplinary procedure.
- 8) Administer current curricula and outcomes effectively.
- 9) Supervise the safety of learners as far as is reasonable.

The development of the full potential of the learner requires effort from the educators, learners and the parents. Parents have the responsibility to help the school achieve this goal. The school will be responsible to develop the full potential of each learner, but cannot be held responsible for a learner's lack of performance.

#### **5.5 Responsibilities of Parents or Guardians:**

- 1) They must fully support all efforts the school and its educators are applying to teach their children.
- 2) Adhere to the terms of any contractual agreements with the school, policies and procedures of the school. Should there be any queries they should be directed to the principal.
- 3) They must ensure that they receive all communication from the school using the parent portal on SIMS or via email or SMS by providing the school with the correct contact information.
- 4) Verify all information received from the school before responding.
- 5) Support the disciplinary structures and procedures of the school.
- 6) Treat all staff with dignity, courtesy, respect and patience. Parents or guardians must not act aggressively, discourteously and threateningly or make prejudicial allegations of any kind, or act abusively and damaging the relationship with the school. Abuse of staff members will result in the breach of contract. The school reserves the right to pursue legal action should it become necessary. Staff members must terminate conversations, phone calls, meetings or disciplinary enquiries where the parent/guardian is abusive, obstructive, venting emotions, argumentative or makes prejudicial statements.
- 7) If a parents/guardian is not satisfied by any act of the school, the grievance procedure should be followed. Any deviation from the grievance procedure, complaining to any third party or spreading discontent or using the social media such as WhatsApp, Facebook, Twitter and newspapers to address discontent will be deemed a breach of contract and the school may take appropriate legal actions should it become necessary. A written confirmation of the withdrawal of a complaint from the third party will be necessary in order for the school to consider restoring the relationship.
- 8) Parents must ensure integrity, honest and accurate communication at all times. False claims of identity are regarded fraud and will be referred to the relevant authority. Withholding important information or misrepresenting the school

will be regarded as dishonest and obstructive. A lack of integrity will be dealt with in the same way as discourtesy or abuse, as above.

- 9) The parent/guardian must ensure that the school is able to contact them at all times. If school is able to contact the parent/guardian, it will be necessary to contact people designated as alternative contacts. It is important to ensure that parents/guardians will inform the school of any change of contact details all the times.
- 10) The parent/guardian must communicate with the school and not through any other party. The school will not communicate with, or accept messages from, other parties other than the parent/legal guardian, or a representative that has been given in writing by the parent/legal guardian.
- 11) The parent/guardian must inform the school of any previous or existing health issues on the application form together with details of medication or treatment required. All medication must be administered by the school personnel in charge of the learner at that time.
- 12) The parent/legal guardian must inform the school if a learner has a condition that requires emergency attention in the care of the school, such as asthma, epilepsy, diabetes, etc. In such cases the parent must provide the school with medical aid information and instructions for the child to receive medical attention in private hospital/clinic/doctor and permission must be given for staff to administer medication in an emergency. Contact details for the relevant medical professional must be provided.
- 13) The parent/guardian will inform the school of any change to the child's health or any threats/attempts at suicide or self-harm. The child must be returned to the care of the parent/guardian in cases of threatened/attempted self-harm and for any health conditions which have a negative impact on the educational environment. The parent/guardian is responsible for referring the child to a clinical psychologist who is registered with the HPCSA, and for ensuring that the school receives a written report from him/her. The child will only be considered for re-admission when the principal receives a written report from the psychologist/ psychiatrist certifying that it is appropriate and safe for the child to return.
- 14) The parent/guardian will uphold the professionalism of the school's educators and management with their children, with reservations and questions being directed privately and respectfully through the principal. Breach of contract will be accepted if parents/guardians disrupt school events by taking up staff member's time with matters not directly relevant to the event.
- 15) The parent/guardian will ensure that fees and other expenses are paid on time. Proof of payment must be faxed/e- mailed to the school. The proof of payment must be in the possession of the school staff to be acceptable; verbal assurances or displays of receipts on a device will not be acceptable. It is the parent's/guardian's responsibility to confirm with the school that the fax/e-mail has been received and that the correct name, surname and grade of the learner clearly legible as a bank reference. A breach of contract will be declared if fees and other expenses are not paid on time or payment arrangements are not honoured. Reminders through SMS or phone calls will be done at an additional cost the parent's account.
- 16) The parent/guardian will ensure that the learner arrive at school on time and that absenteeism is avoided.
- 17) If the learner is going to be late, the parent/guardian must immediately phone the office to notify the school and give the reason/s for late arrival. Any delay in contacting the school may result in the late arrival not being approved by the principal. Late arrival approval will only be granted if the principal is satisfied with the reason for the late arrival. Learners will be given an informal detention for late arrival that is not approved by the principal. Further action will be taken if for continuous late arrivals.
- 18) The parent/guardian will ensure that unavoidable absenteeism must be reported to the principal by telephone immediately on the day of absence, and in writing on the first day of the learner's return. If the written communication is not submitted on the day of return, the absenteeism will not be approved.
- 19) The parent/guardian will ensure that a doctor's certificate is submitted for absenteeism on a day when an assessment was written. A new assessment may be set for the learner. A doctor's letter is required for absenteeism of two days or longer, or one day if after a weekend or holiday. The school will not accept a doctor's letter if the doctor is the learner's parent or immediate relative. Period pain will not be accepted as a valid reason for absence, unless the school is provided with a letter from a registered medical specialist.
- 20) The parent/guardian will ensure that an application must be made for absenteeism for known causes in the school rules. Absenteeism is not allowed unless agreed by the principal in writing. Unauthorised absenteeism is an expellable offence. Informal or formal detentions or Saturday study will be given to the learner for each day of unauthorised absence.
- 21) If an assessment was missed due to unauthorised absenteeism, a new assessment may be set for the learner for a fee of R400, at the discretion of the Principal. Learners will receive double penalties for absence or late coming immediately before or after holidays/exeats/long weekends. If the learner is absent for longer than 2 weeks, the school reserves the right, to put the learner back to the previous grade and/or not register them for external examinations.
- 22) The parent/guardian will ensure that they arrange for the child to be collected from the school upon request. The school must be notified and permission given by the parent/guardian if someone other than the parent or the contracting party will collect the child. The child will only be released to an approved person.

- 23) The parent/guardian will ensure that they encourage their children to participate in school, extra study, extra homework and extra-mural activities. Parents are also encouraged to attend sport matches.
- 24) The parent/guardian will ensure that they will not be able to visit or see their child during school hours or school activities. Items that need to be given to the child must be dropped off at the admin office during office hours with the child's name written clearly on them and may not be left with security staff.
- 25) The parent/guardian will accept that the school will meet their child's every need and to work with the school to overcome any behaviour which negatively impacts learning.
- 26) The parent/guardian will ensure that all clothing and possessions are clearly marked with the learner's name and will accept that it is not the staff's responsibility to find lost articles.
- 27) The parent/guardian will ensure that their child do not borrow or lend items of clothing or other possessions and that other children's articles are returned to the school if found.
- 28) The parent/guardian will ensure that they contact the principal or other staff members by making an appointment through the school office and the reason appointment be given, otherwise the request will not be considered. Only the recognised parent or legal guardian of the child will be accepted for meetings or disciplinary enquiries. A representative may attend a disciplinary enquiry or parents' meetings if the parent/legal guardian has made written request and it has been approved by the principal.
- 29) The parent/guardian will ensure that they arrive on time for an induction programme, meeting or disciplinary enquiry. The meeting/ induction programme/disciplinary enquiry will not take place if the parent/guardian is 30 minutes or more late; it will have to be rescheduled. Any outstanding amounts on the learner's account must be settled before disciplinary enquiry can take place. Any costs which the school may incur as a result of a postponed disciplinary enquiry are the parent's/guardian's responsibility and will be debited to their account.
- 30) The parent/guardian will accept that meetings are limited to one hour and disciplinary enquiries to 2 hours. If a parent/guardian causes a disciplinary enquiry to extend beyond the stipulated time, the extra time will be charged to their account at R300/hr or part thereof. Failure to agree, or to schedule or to attend an disciplinary enquiry will be regarded as a breach of contract and notice may be served on the contract.
- 31) The parent/guardian will ensure that they submit a death certificate upon application for absence for bereavement purposes and the learner may not be absent unless the application is approved by the principal. Absence for bereavement will only be considered for immediate family members (parent, sibling or grand-parent). If permitted, absence will only be granted for two school days. The school will not inform the learner in cases of bereavement, it is the responsibility of the parent/guardian to do so.
- 32) The parent/guardian will ensure that they request a translator one day before a disciplinary enquiry is conducted, should a language interpretation becomes necessary.
- 33) The parent/guardian will ensure that they cooperate fully with the school's security staff, and security measures and parking arrangements.
- 34) The parent/guardian will ensure that they refrain from any sort of corporal punishment or physical attack on their child while on the school premises. Parents or guardians acting in this manner will be reported to the child protection unit of the SAPS and charges will be laid. The school will declare a breach of contract and without further notice.
- 35) The parent/guardian will ensure that refrain from smoking or e-smoking anywhere on the school premises. The school does not permit smoking and e-smoking anywhere around its premises.
- 36) The parent/guardian will ensure that they refrain from any sort of harassment or intimidation of staff and accept that such actions constitute a breach of contract and will be reported to the appropriate authorities. Any attempts to persuade staff to deviate from this policy or instructions will be regarded as harassment.

#### **Important Notice:**

The school reserves the right to request that any person should immediately leave the premises if suspected of being under the influence of alcohol or a controlled substance or behaving in an inappropriate, disrespectful, threatening or dangerous manner. Any instances or suspicion of child neglect/abuse by a parent/guardian will be reported to the SAPS child protection unit.

The school reserves the right not to provide any written statements on matters already documented in the contract, and this document.

#### **5.6 Responsibilities of learners:**

- 1) Uphold the good name and reputation of the school at all times.
- 2) Comply with instructions and the school rules and code of conduct.
- 3) Behave responsibly and not endanger the safety and welfare of others or themselves.

- 4) Respect and care for the property of the school and others.
- 5) Maintain sound relationships with educators, all other school staff, other learners.
- 6) When outside the school premises, be courteous and respect the dignity and self-worth of others.
- 7) Be punctual and observe the timekeeping practices of the school.
- 8) Be at school every day and avoid unauthorised absenteeism.
- 9) Demonstrate a positive attitude towards the opportunity to learn and be diligent in their efforts to learn, and to complete assignments.
- 10) Behave honestly and conduct themselves with integrity.
- 11) Accept penalties and discipline taken against them as being a necessary and corrective measure.
- 12) Refrain from collecting money without authorisation or for personal gain.
- 13) Refrain from making harmful statements or interacting with school staff on social media.

### **Important Notice:**

The school has a number of rules which define the kinds of behaviour expected of its learners. Learners will be advised of these rules and will be expected to conduct themselves within the rules provided.

## **6 DISCIPLINARY ACTION**

The school disciplinary structure is to develop self-discipline in learners, to assist them to realise their academic potential and to become mature and independent-thinking adults.

There are two forms of disciplinary action namely informal and formal to be initiated by the school should the need arise. The nature of the action taken will depend on the circumstances, the seriousness of the infringement and any mitigating or aggravating factors being of relevance. The ultimate penalty therefore may be, but need not necessarily be, applied.

The disciplinary action or sanction applied in response to the learner's misconduct will therefore generally require the educators, or management to exercise judgement in deciding on the appropriate and fair action to be taken. For any further investigations, learners are required to give full cooperation and to answer questions asked accurately and truthfully. Witnesses may be interviewed and material or electronic evidence may be gathered. The learners involved may be asked to write incident reports. Interference in the investigation, or a lack of cooperation, will result in further penalties.

### **Disciplinary action that may be applied by the school includes:**

#### **6.1 Informal Disciplinary Action**

- 1) Informal detention comprises of **one-hour** afternoon detention, usually on a Friday afternoon. During that time supervised English enrichment or other corrective exercises will be conducted.
- 2) Community service.
- 3) Counselling by the educator.
- 4) Extra written class work.
- 5) Communication with parents/guardians.

Educators will keep records of all informal action taken and if there is continuous misbehaviour, a formal disciplinary action will be taken.

#### **6.2 Formal Disciplinary Action**

- 1) A warning or informal detention recorded.
- 2) Community service or formal detention or time punishment. A formal detention consists of a 1 hour 30 minutes' session of supervised English enrichment or corrective exercises, usually on a Friday afternoon.
- 3) Parental contact and an interview with parents.
- 4) A disciplinary enquiry will be conducted.
- 5) Suspension from classes or from attending School for a period.
- 6) Expulsion.

Discipline must, be feasible and effective, and applied progressively except in instances of misconduct which are serious enough to justify suspension or expulsion after a single event. Repeated misconduct of a similar offence or related offence may result in progressively more severe action being taken; particularly where a clear pattern or trend is indicated by the learner's continued misconduct.

Depending on the circumstances (including any mitigating factors which may be advanced), the Disciplinary Chairperson may, in his/her discretion, decide it appropriate to impose a less severe sanction to that which may be prescribed in the Disciplinary Code. The learner is responsible for catching up on any school work missed during the suspension period.

### 6.3 Disciplinary action process

The procedure summarizes the disciplinary process that will be followed when formal disciplinary action is considered appropriate.

### 6.4 Informal Disciplinary Action

Infringements that are not considered serious, or do not require formal disciplinary action in the opinion of the educator, can be dealt with directly as informal action. These infringements are not recorded on the learner's record, but may still require communication with the learner's parents.

#### Informal action may take the form of:

- 1) Reprimand.
- 2) Informal Detention comprises of one-hour afternoon detention, usually on a Friday afternoon.
- 3) Absence without leave from an informal detention will result in a 1 hour 30 minutes' Formal Detention.
- 4) Detentions not attended, or an accumulation of detentions, may require the learner to attend Saturday detentions.
- 5) Extra homework.
- 6) Community service.
- 7) Counselling.
- 8) Fines.

If the learner has a compulsory academic commitment, match, or compulsory extra mural on the day of the Informal Detention, the learner must excuse him/herself and organise for the detention to be served on another afternoon. If another afternoon is not available, the detention must be served that Friday afternoon or Saturday.

### 6.5 Formal Disciplinary Action

A learner will attend Formal Detentions according to the disciplinary code. Formal detentions form part of the learner's profile record. The learner will receive written notice of the Formal Detention, and returned to the class teacher by the following Monday. Non-return of the signed detention letter will result in the accumulation of further Informal Detentions. Failure by the learner to attend a Formal detention will result in an **additional** Formal Detention of **45 minutes**.

#### 6.6 Format of the Formal Detention:

- 1) A formal detention will usually take place on a Friday afternoon for **1 hour 30 minutes'** after the school day ends.
- 2) High standards of behaviour will be expected.
- 3) Corrective exercises and dictionary work will be given for the full 1 hour 30 minutes'. If the task is not completed, the learner will return, on the next Friday, to complete the rest of the work. Learners must bring English dictionaries to a Formal Detention.
- 4) Detentions not attended, or an accumulation of detentions, may require the learner to attend Saturday detentions.
- 5) Names of learners misbehaving during the session will be sent to management for further disciplinary action.

#### 6.7 Coming late to school:

- |   |                        |
|---|------------------------|
| 1) 15 minutes late for school           | = 1 informal detention |
| 2) 15 to 30 minutes late for school     | = 1 informal detention |
| 3) 30 to 45 minutes late for school     | = 1 Formal Detention   |
| 4) More than 45 minutes late for school | = 2 Formal Detention   |

### 6.8 Accumulation of Midemeanours

Continuous informal detentions, or an accumulation of more than four formal detentions, may result in a phone call to the parent/guardian. After further informal detentions, the parent/guardian may be called for a meeting to discuss the behaviour. If the learner accumulates eight or more formal detentions, he or she may be called for a disciplinary enquiry.

### 6.9 Disciplinary Enquiry

When a serious infringement occurs, or in the case of repeated lesser infringements and formal disciplinary action not having its expected effect, a notification of a disciplinary enquiry is given to the parents of the learner. The notification will provide all information to ensure that the learner and parents/guardian are informed of the school's intention to convene a disciplinary enquiry to investigate the infringement and be give the particulars of allegations against the learner.

**Please note:**

- 1) The parent/guardian are notified of the disciplinary enquiry at least 48 hours before the scheduled disciplinary enquiry, but they may ask for an earlier or later appointment.
- 2) The learner may be suspended pending the disciplinary enquiry, if this is necessary. The learner suspension pending the enquiry is indicated in the notification to the parents.
- 3) The learner and parents are advised that they should attend the disciplinary enquiry as their nonattendance may disadvantage their case and result in the disciplinary enquiry being held in their absence, and a decision being made without their involvement. If the parent/guardian is not able to attend the disciplinary enquiry, the principal may appoint an appropriate staff member to act as a guardian and no other representatives will be allowed to the disciplinary enquiry, without written request approved by the principal should the parent consent to such.
- 4) The learner and parents are aware of the serious nature of the allegations, and the possibility of serious disciplinary action being taken should the learner be found guilty of the allegations made against him or her.
- 5) Legal representation at a disciplinary enquiry is not generally permitted. A disciplinary enquiry is part of the school internal procedures. If the parent/guardian would like to have legal representation, an application must be made to the Director in writing at least two school days before the disciplinary enquiry commences. In such cases the school reserves the right have its own professional representation. A disciplinary enquiry will be rescheduled to accommodate the parties involved.
- 6) A collective disciplinary enquiry may be held in the case of collective misconduct for placement on individual learner records.
- 7) The school reserves the right to include misconduct or offences from previous years in the proceedings.
- 8) Outstanding fees and expenses owed to the school must be settled in full in order for the disciplinary enquiry to take place.
- 9) No babies or children may be brought into the disciplinary enquiry.
- 10) If an Interpreter is required, it is the responsibility of the parent/s or legal guardian to request this from the school no later than forty-eight (48) hours before the Disciplinary Enquiry.
- 11) English is the language of communication during a disciplinary enquiry.
- 12) Cell phones must be turned off and put away during a disciplinary enquiry.

**6.10 Format of the Disciplinary Enquiry Process.**

The conducting of the formal disciplinary enquiry is important and it must be chaired by an objective school official or any other objective person appointed by the principal. The disciplinary enquiry chairperson will be responsible for leading and managing the disciplinary enquiry process, and making the critical decisions as to:

- 1) the guilt or innocence of the learner in regard to the allegations made, with due consideration of the evidence presented.
- 2) the appropriate sanction or action to be taken, after due consideration of mitigating and aggravating factors.
- 3) any other matter which may require a ruling or other intervention by the chairperson.

The parent/guardian and learner attending the disciplinary enquiry are required to fully cooperate with the chairperson and follow his/her instructions at all times. The learner must be in full school uniform and comply fully with all requirements for uniform and appearance as per the school rules. If the learner's uniform and appearance do not comply with the required standard, the disciplinary enquiry will be re-scheduled.

The parent/guardian and learner are required to respect the procedures of the disciplinary enquiry and participate fully according to the rules for each part of the disciplinary enquiry, without disruption.

The enquiry will be conducted by the chairperson strictly according to the following 7 steps:

- Step 1:** Allegations/Charges: The learner will be asked if he/she pleads "guilty" or "not guilty" to each allegation.
- Step 2:** Complainant's Case (Evidence only): The school's complainant presents the evidence in support of the school's case.
- Step 3:** Learner's Case (Evidence only): The learner and his/her parent/guardian presents the evidence in support of his/her case.
- Step 4:** Finding of the Enquiry: The chairperson gives his/her finding on whether the learner is guilty/not-guilty of each allegation.
- Step 5:** Mitigating Factors: The learner and his/her parent/ guardian give the chairperson factors to consider when deciding on the outcome of the enquiry.
- Step 6:** Aggravating Factors: The complainant gives the chairperson suggested outcomes for the enquiry, with reasons.
- Step 7:** Sanction (Outcome): The chairperson gives his/her ruling on the outcome of the enquiry.



The chairperson has the right to suspend or postpone proceedings if the parent/guardian or learner do not cooperate, if they make the disciplinary enquiry ungovernable, or if the learner does not comply with the school's code of conduct for uniform and appearance. In such cases the learner will be fully suspended from the school until the enquiry resumes. It will only be re-scheduled when the parent/guardian and the learner agree to cooperate fully with the Chairperson and the school's procedures.

The chairperson also has the right to suspend proceedings if necessary and to ask a member of staff to address the parties concerning proper procedure. The Chairperson may ask the parent/guardian or learner to leave the disciplinary enquiry if they refuse to cooperate. The disciplinary enquiry will then continue in absentia. The chairperson's rulings in these matters is final.

To ensure that this important procedure is properly and fairly conducted, all disciplinary enquiries will be conducted in such a way as to ensure that the rules of natural justice are complied with. In the disciplinary enquiry the learner and parent:

- 1) must fully understand the allegations made.
- 2) should be presented with all facts and information relating to the allegations.
- 3) are not entitled to have access to the school's evidence before the disciplinary enquiry.
- 4) must be given the opportunity to cross-examine any witnesses called by the school.
- 5) are allowed to present their own perspective and explain or defend their actions and call witnesses and present any evidence they may deem necessary. If the learner wishes to call witnesses, the principal must be given the names in writing at least one school day before the disciplinary enquiry in order to make the necessary arrangements.
- 6) must be treated with dignity and respect throughout the disciplinary enquiry.
- 7) are to be assured of the greatest confidentiality possible.
- 8) must be given the findings in respect of the outcome and sanction and the reasons.
- 9) must be given the opportunity to make representations regarding a suitable penalty which will include being given the opportunity of presenting mitigating factors.
- 10) must sign the minutes after the disciplinary enquiry and collect their copy from the secretary before leaving the premises.
- 11) may request a copy of the audio recording of the disciplinary enquiry which case the school will only be obliged to make the recording available and the parent/legal guardian will be responsible for the preparation of the written transcript thereof at their own costs. The recording made by the school is the only official recording of the disciplinary enquiry. All other recordings will not be accepted or endorsed by the school.
- 12) have the right to submit an appeal against any suspension or expulsion decision made by the Chairperson.

**NB:** Any minor witnesses who may participate in the disciplinary enquiry will be accompanied by a responsible adult who will ensure that their rights are protected.

After the completion of the disciplinary enquiry, any decision made [whether to impose disciplinary action or not] will be formally communicated by the disciplinary enquiry chairperson. This notification must include a reminder that the parent/guardian has the right to lodge an appeal against a suspension or expulsion within 3 days of the disciplinary enquiry.

**NB.**

- 1) Copies of all documentation will be retained by the school for record and safekeeping purposes for two years. All disciplinary enquiries are recorded to ensure accuracy
- 2) Disciplinary enquiries held outside office hours by parental request must be arranged on time as there will be additional charges to the parent at a cost of R350 per hour to cover staff overtime costs.

## **7 SUSPENSION PROCESS**

### **Definitions:**

Suspended from class:

The learner sits at a desk in a separate, supervised venue. The learner will continue with class-work, homework and studies. The learner will work in silence, work actively and give full cooperation to supervisors. The learner will leave the room only with the permission of the supervisor.

Suspended from school:

The learner is sent home for supervision by the parent/s or guardian. The parent/s or guardian will be notified to collect the learner from the school. The learner must be collected on the same day of suspension by 4pm. The school must be notified

if someone other than the parent or contracting party is to collect the child. The child will only be released to an approved person.

Suspension:

A learner may be suspended from class or from school for any of the following reasons:

- 1) Pending a disciplinary enquiry in which one or more of the allegations carry a maximum sanction of suspension or expulsion.
- 2) Pending a disciplinary enquiry for which the number of formal detentions exceeds contractual agreement.
- 3) The learner is uncooperative or disruptive in class or the study room or is disturbing the education of other learners.
- 4) Repeated lack of cooperation with the school rules.
- 5) The learner is a potential threat to the staff, other learners, other persons, himself/herself or property.
- 6) The safety, health or well-being of the learner is under possible threat.
- 7) To protect the integrity of an investigation or to complete incident reports.
- 8) For a cooling-off period to allow: reflection, organisation of thoughts and feelings, re-evaluation of personal standards, re-evaluation of commitments, restitution, writing of apology letters, etc.
- 9) If the parent/guardian delays setting a time and date for a meeting/disciplinary enquiry after a meeting/disciplinary enquiry was requested by the school.
- 10) If the parent/guardian does not arrive, or arrives late for a disciplinary enquiry or appointment. Suspension will also apply if the parent/guardian is uncooperative in the disciplinary enquiry/meeting, or postpones the disciplinary enquiry/meeting/from the original date.
- 11) Fees and expenses are overdue according to contractual agreement.
- 12) Breach of contract has been declared or repudiation of contract has occurred.

The parents or guardians will be contacted to inform them of the suspension. A message will be left when possible if the parent/guardian cannot be contacted directly.

If the outcome of a disciplinary enquiry is suspension, then the number of days on suspension before the disciplinary enquiry will count towards the total.

School fees and expenses are due and payable for the period of the suspension, notwithstanding the fact that the learner may not have attended school or did not receive tuition during his/her suspension. The learner is responsible for catching up on any school work missed during the suspension period.

## **8 APPEAL PROCESS**

An appeal can be lodged only if the outcome of the disciplinary enquiry is a suspension or expulsion verdict.

The learner and parents have the right to lodge an appeal against the finding of the disciplinary enquiry. The school has the right to lodge an appeal. Typical grounds for such an appeal may include:

- 1) the disciplinary process was not properly followed.
- 2) decision on guilt was not considered correct.
- 3) decision regarding action to be taken was considered inappropriate.
- 4) mitigating factors were not properly considered.
- 5) the disciplinary enquiry chairperson was considered biased or made a subjective decision and/or failed to consider or overlooked material evidence.
- 6) the learner was not in a position to properly present his/her case.
- 7) new evidence can be presented which was not available at the disciplinary enquiry which may affect the decisions made.

The learner and parents wishing to lodge an appeal must do so in writing, detailing in full their grounds for the appeal. The request for an appeal must be received by the principal within 2 days of the disciplinary enquiry chairperson's decision having been communicated to the learner/ parents/guardian, so as not to delay proceedings. Please note the following:

- 1) The learner's basic right to an appeal against disciplinary action does not ordinarily mean that all the allegations raised at the disciplinary enquiry will be re-examined. The Appeal procedure is generally limited to reviewing the decisions made, based on the grounds for the appeal lodged. A full appeal re-enquiry is necessary when the disciplinary enquiry process was materially defective and the decisions reached at the disciplinary enquiry are, in

the view of the appeal panel, questionable and can only be properly adjudicated by way of a full re-enquiry of the matter.

- 2) Should it become obvious that a full re-enquiry is required for a fair appeal, usually due to, inter alia, a defective disciplinary enquiry process or substantial new evidence having come to light after the disciplinary enquiry, an Appeal Enquiry should be conducted in accordance with the principles highlighted above, and chaired by a chairperson other than that which chaired the initial disciplinary enquiry.
- 3) An appropriate person or panel will be elected to conduct the appeal, or re-enquiry if considered necessary. When a decision has been made by the appeal Chairperson or panel, a written finding will be provided to the learner and parents within a further 5 days and a copy of the finding placed on the learner's file for safekeeping.

The conclusion of the school's appeal process is the final procedure in the disciplinary process and marks the exhaustion of internal disciplinary measures.

## **9 DISCIPLINARY CODE**

The school disciplinary code for learners given below is intended as a guideline for educators, management and disciplinary enquiry or appeal chairpersons.

It indicates the maximum disciplinary action considered appropriate for various types of infringements and misconduct by learners. As indicated previously, the circumstances of a particular case under consideration may justify less or more severe action than that recommended in the Code depending on the circumstances. The infringements listed in the Code are not intended to be an exhaustive listing but rather an indication of the type and severity of an infringement, and the deviation from accepted learner conduct.

The code does, in appropriate circumstances, make provision for "progressive" or cumulative penalty i.e. the imposition of a stronger sanction for repeated misconduct. However, progressive discipline is not necessary where the misconduct is of such a nature that either suspension or expulsion is recommended even after the first occasion.

8. Disciplinary Code continued.. Learners will comply with instructions and the general rules of the School	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Wilful disregard of instructions/ duties/timetable	Detention
Interference with an investigation or lack of cooperation	Expulsion
Disrespect towards elders, educators, parents and visitors	Detention
Misbehaviour on public/private transport	Suspension
Sleeping in class/study session or being disruptive. Writing, passing or receiving notes	Detention + Comm. service
Hairstyle, dress or apparel which is not in accordance with School/Hostel standards	Detention and correction
Misuse, abuse or possession of a cell phone, smart watch, or other electronic device	Detention and handing it over to the school
Improper use of tablet, note-book computer or other electronic device	Detention and handing it over to the school
Eating or drinking during class or during sporting activities when this is prohibited. Chewing gum anywhere at any time on the school premises or in school uniform	Detention and fine
Trespassing or entering School/Hostel grounds/ prohibited areas after hours or during holidays	Suspension
Failure to obtain all needed equipment /utensils	Detention
Receiving visitors without permission	Detention

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Dangerous horseplay	Detention
Reckless physical endangerment of self or others	Suspension
Interference with safety and security procedures or equipment	Expulsion
Use of excessive force when playing games or playing games in areas where bystanders and passers-by may be injured.	Detention
Antisocial behaviour such as hitting, pinching, biting or spitting	Detention
Bullying others or participating in initiation practices of any sort	Expulsion
Physical violence, assault, injuring or causing injury to others	Expulsion
Fighting or threatened assault of others	Expulsion
Being in possession of a weapon or dangerous instrument or toy on School/Hostel premises or on the School/Hostel grounds or at a School/Hostel event	Expulsion
Unhygienic personal habits	Counselling plus detention
Improper use of School/Hostel facilities and ablutions	Detention plus restitution
Tampering with equipment or the property of others	Detention plus restitution

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Noisy behaviour or disturbing the activities of others, disruptive behaviour/running inside the building	Detention
Riding of bicycles/skateboards etc. on School/ Hostel property or in areas where this is prohibited	Detention plus restitution
Loitering outside school or hostel or Silverton businesses	Detention
Loitering near the perimeter or giving/receiving messages or articles through/over the perimeter	Suspension
Being in possession of or testing positive for illegal drugs or alcoholic or intoxicating/dangerous substances, or distributing, storing or consuming them, or being an accessory to, or knowing about these activities without reporting it	Expulsion
Being under the influence of illegal drugs, alcoholic, or unauthorised substances, or substance abuse	Expulsion
Taking medication without staff supervision	Suspension
Attempts or threats of suicide or self-injury	Suspension and referral to a Clinical Psychologist
Smoking, e-smoking or being in possession of cigarettes, e-cigarettes, tobacco products or accessories, or knowing about these activities without reporting it	Suspension

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Littering and poor housekeeping	Detention plus restitution
Unauthorised use or possession of keys for school/hostel venues. Failure to report others doing so	Expulsion
Proximity to staff members' cars	Detention
Wilful damage of School/Hostel or staff property or equipment, vandalising property	Suspension plus restitution
Possession or use of matches or lighters or causing a fire	Expulsion
Improper use or abuse of School/Hostel property or the property of others	Detention plus restitution
Not taking good care of textbooks or learner aids or School/Hostel property or losing textbooks/ aids/property	Detention plus restitution or confiscation
Lending school books or school work to others	Detention

8. Disciplinary Code continued..	
Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Creating, writing, being in possession of or accessing pornographic, undesirable, harmful or prejudiced material, or distributing/broadcasting same to others, or assisting others in accessing/ distributing/broadcasting same by any means, or knowing of other's involvement in these activities without reporting it	Expulsion
Invasion of privacy	Expulsion
Urinating/defecating anywhere other than in designated toilet facilities, or any other action which may amount to public indecency	Expulsion
Alone without permission with the opposite sex	Expulsion
Graffiti	Detention & Restitution
Trespassing or being in someone else's hostel dormitories/flatlets	Expulsion
Swearing or use of bad language, nastiness, teasing, name-calling, provocation or the verbal abuse of others	Detention
Playing of obscene or demeaning games	Expulsion



8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Being discourteous towards staff members or peers or displaying insolence or disrespect	Suspension
Failure to follow the grievance procedure correctly	Suspension
Racist or sexist comments, hate speech, insults or verbal assaults. Harassing or victimising behaviour	Expulsion
Defaming, slandering, bullying or causing offence to others or the name of the School/Hostel by any means or through any medium including cyber-bullying	Expulsion
Negative political agitation, instigating or participating in unrest or protest action	Expulsion
Indecency, sexual harassment, sexually explicit or sexually intimate behaviour or other inappropriate intimate behaviour	Expulsion
Inappropriate or indecent physical contact, e.g. holding hands, hugging, kissing, etc	Expulsion
Interacting with staff members on social media	Suspension
Intimidation of staff members	Expulsion
Intimidating others or other forms of invasive behaviour	Expulsion
Entrance to opposite genders dormitories/ bathrooms or being a peeping Tom.	Expulsion
More than one person in a toilet cubicle	Expulsion

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Unauthorised or unacceptable absenteeism from school	Expulsion
Unexplained or unacceptable absence from study sessions/ detentions/classes/timetable/outings/ camps/events	Detention/Saturday study (Double at start or end of term/exeat)
Unacceptable absenteeism from assessment/ study session	Detention/Saturday study Zero for assessment missed
Absent without leave. Leaving the School/Hostel premises without permission or with falsified permission or abuse of permission	Suspension
Leaving an activity/camp/event without permission or falsified permission or abuse thereof	Expulsion
Late-coming	Detention

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Homework, assignments or projects not done or refusal to complete them. Books or stationery not at school	Detention
Irregularities regarding homework diary or message folder/book	Suspension
Non-return of signed detention letters	Detention
Failure to hand reports/letters/reply slips etc. to parents or to return these to the School/Hostel	Detention
Unreasonable refusal to participate in School/ Hostel activities and School attendance events	Detention
General uncooperativeness and poor application to studies, school work or assignments	Detention

8. Disciplinary Code continued.. Learners will behave responsibly and not endanger the safety and welfare of others	
ALLEGED MISCONDUCT OR INFRINGEMENT	Recommended <u>Maximum</u> Disciplinary Action to be Imposed
Theft, attempted theft or misappropriation of property	Expulsion
Selling goods or services on the School premises, borrowing, lending or collecting money without permission	Suspension
Xenophobia	Expulsion
Plagiarism, cheating, copying or tampering with tests, reports or assignments, exam irregularities	Expulsion
Dishonesty, lying, rumour-mongering, misrepresentation, publishing without permission, or unfair play	Expulsion
Slander, defamation or libellous writing or speech in any medium whatsoever including the internet, etc.	Expulsion
Being an accessory to, or knowing about, a disciplinary breach without reporting it, alternatively aiding and abetting such act or concealing same from School staff	Expulsion
Possession or distribution of material which may give an unfair advantage in a test or examination	Expulsion
Bribery and/or Fraud	Expulsion
Forgery or the falsification of documents and/or the signatures of others	Expulsion
Being found guilty of conduct concerning illegal or criminal activities of any nature, eg driving without driver's license, gambling, substance abuse, drug dealing, theft, etc, on or off campus	Expulsion

## 10 JURISDICTION AND SCOPE OF THE CODE OF CONDUCT

The code of conduct is in force:

- On or near school property, prior to, during and following regular school hours.
- At all school events, both within and outside the regular school hours where such school events are held under the auspices of the school management structures.
- At all school events which are held off the school property and while walking/travelling to and from such events.
- At all times when the learner is dressed in the school uniform and is recognisable as such both on and off the school property in the public space.
- Anywhere and anytime for criminal/illegal activities of any kind.

The school reserves the right to search learners and their effects (including suitcases, bags, lockers, cell phones, smart watches, tablets, computers and other electronic devices or media) at any time for the purposes of an investigation. Items deemed to assist the investigation will be handed over for searching and inspection. Undesirable or illegal items will be handed over to the appropriate authorities or destroyed. Please note that if a learner is under investigation for any external criminal activities, an internal expulsion-level disciplinary enquiry will be scheduled.

## 11 HOMEWORK POLICY

If a homework requirement is not met, according to the educator's judgement, the misdemeanour is recorded in writing. Three such misdemeanours will result in an informal detention being issued. At any time, the educator is authorised to issue extra work or impose a break detention, as an additional penalty.

## 12 DRUG AND ALCOHOL POLICY

- The possession, use and distribution of illegal drugs and intoxicating substances are prohibited. Illegal drugs may not be taken and the illegal use of any substance may not be performed by any learner anywhere, or at any time. Illegal drugs and intoxicating substances may not be brought onto the school premises. This includes any medication, steroids or performance enhancing medication used without a prescription from a registered medical professional. Kleinwater College is a drug- and alcohol-free zone and there is zero tolerance for those who do not support this stance. This includes knowing about such activities by other learners and not reporting it. Searches of learners and their effects (including cases, bags, lockers and electronic devices) may be conducted. The school reserves the right to perform drug and alcohol testing if deemed necessary. If there is suspicion of substance abuse, the principal may request a urine and/or blood test, and/or a breathalyser test. The following will apply:
- Parents will be informed confidentially and immediately of any discrepancies, and should ensure that substance counselling occurs at once.
- If a learner tests positive for illegal drugs or alcohol, he/she will immediately be suspended and called for a disciplinary enquiry. If found guilty at the disciplinary enquiry, the learner will be expelled.
- If a learner tests positive for performance enhancing substances banned by the SAIDS (South African Institute for Drug-Free Sport), he/she will not be permitted to participate in sporting events for at least 6 months and will face disciplinary consequences.
- Parents will be liable for the cost of testing in all cases where the results are positive.

Referral for police action

Where a learner is distributing and/or selling alcohol or drugs at school, that learner will be liable for immediate suspension and dismissal. In such cases the school will contact the parents and refer the matter to the police for further investigation.

## 13 SCHOOL UNIFORM POLICY

- The school uniform and dress code have been chosen to be as simple and affordable as possible. Full details are given in section 27 below.
- Do not iron the drimac nor bleach the school shirt!
- The school uniform shop is always open. Parents or guardians wishing to visit the uniform shop at other times will be accommodated if possible, but there are no guarantees that it will be open outside these hours. Refunds will only be considered for unused items still in their original packaging, if they are returned within one week of purchase with the receipt.
- Skinny or tailored trousers and short skirts are not acceptable.
- No non-regulation caps, hats, headscarves etc. may be worn with school uniform. School caps may not be worn indoors.

## 14 CONTACT WITH PARENTS

The school welcomes the opportunity for contact with parents of learners. The better we know the child and the parents, the greater the benefit to the child. Parents are welcome to visit the secretary, principal (if available) or staff. The appointments with teachers or the principal must be made through the school secretary. If any problem arises at home (e.g. death of a family member) the parent or guardian must inform the school so that the learner receives extra support and help. School staff cannot be asked to tell a child of a death in the family, this must be done by a family member.

If a learner is sick, the school must immediately be informed telephonically, and send a letter/doctor's certificate when he/she returns to school. The school will not accept a doctor's letter if the doctor is the learner's parent or immediate relative. If a learner asks for medication for a minor ailment, the staff will phone the parent/guardian for permission.

The contracting adult and child of new applicants must attend an induction programme on the arranged date and time. Representatives approved by the school, must also attend the induction programme. This is a compulsory programme and the application is nullified if the induction programme has not been attended. The meeting includes a tour of the school premises. The contracting parent/guardian of existing learners are also welcome to attend the induction programme as a refresher.

Formal contact with parents is established four times a year at quarterly parents' meetings, during which certain general school matters are discussed, parents may offer comments, suggestions etc., and reports are handed to parents. Parents may briefly discuss their child's progress at this time as well. Parents are requested to make every effort to attend these important meetings. Parents may not send representatives to these meetings, unless a written request has been made at least two school days before the meeting and it has been approved by the principal. Parents may not have children with them at these meetings. Children under the age of 12 must be left at the school's child care facility.

Important information is communicated to parents by means of newsletters or SMS.

The school does not request money for trips, special functions etc. without a formal letter. Parents are encouraged not to pay any monies to the school staff for any services and or favours.

The school will not deal with any anonymous communication discovery of the use of false names or pseudonyms will lead to relationship breakdown with the school which may lead to cancellation of contract.

The school will send all letters to parents via e-mail if we are provided with the correct e-mail address or by hand delivery at school premises. The school must be informed of any change in e-mail address.

## 15 GRIEVANCE PROCEDURES

Learners and parents/guardians must follow the procedures set out below if they have any complaints or grievances. Failure to follow these procedures will be declared as a breach of the code of conduct.

15.1 Learner Grievance Procedure (academic issues, disciplinary, pastoral and other matters):

- a) Make an appointment with the class teacher and discuss the matter. The nature of the grievance must be given when the appointment is requested.
- b) If the matter is not resolved, make an appointment to see the Principal.
- c) If the matter is not resolved, write a letter to the Director asking for a meeting to discuss the issue. Give the background.
- d) If the matter is not resolved, write a letter to the Chairman of the Governing Body asking for a meeting to discuss the issue. Give the background of the original event and details of the previous meetings.

15.2 Parent/Legal Guardian Grievance Procedure (academic issues, disciplinary, pastoral and other matters):

Note: Only submissions from the contracted parent/s or a court-appointed legal guardian will be considered. A copy of the parent's I.D. must be supplied with written email communications. A copy of the court appointment of the legal guardian must be supplied upon request and with written communications.

- a) Phone the school office to make an appointment to see the class teacher to discuss the matter. A verbal description of the problem needs to be given.
- b) If the matter is not resolved, make an appointment to see the Principal.
- c) If the matter is not resolved, write a letter to the Director asking for a meeting to discuss the issue. Give the background.
- d) If the matter is not resolved, write a letter to the Chairman of the Board asking for a meeting to discuss the issue. Give the background of the original event and details of the previous meetings.
- e) If the matter is not resolved, the parent/guardian is welcome to obtain legal representation. The parent/guardian's legal representative must contact the school's legal representative whose details will be supplied by the school.

## 16 FEES PAYMENT POLICY

School fees are reviewed each year, for the new fee structures and other expenses please refer to Section 2 of this document. Parents/guardians have options to pay school fees annually, termly, or monthly. Statements are e-mailed every month to all parents, and who have provided the school with correct e-mail address. Statements are also available from the office upon request and on the school's electronic parents' portal on SIMS. Phone call reminders, SMS's and written notices regarding overdue accounts are sent to parents with outstanding fees on their accounts.

Parents should note the following:

1. If fees are to be paid by a fund, trust or agency other than the person signing the contract, this must be stated on the application form under "ACCOUNTABLE PERSON'S INFORMATION" (pages 3-4). The person signing the contract remains responsible for the payment of fees and expenses. The payment of fees and other expenses remains the responsibility of the person signing the contract even if another party has agreed to pay fees.  
If there is a delay in the payment of fees and other expenses by the other party, the person signing the contract must pay on time until the funding from the other party is paid to the school. Once the fees and expenses are paid in full by the third party, the person who paid them in the interim will be refunded; upon application for refund is receipt.  
The school reserves the right not to accept an application for refund if a third party is paying fees. Failure to disclose the involvement or details of a third party in the payment of fees will declare the registration invalid.  
Annual, termly and monthly fees are payable strictly in advance. Fees paid in advance will be held in accordance with the Consumer Protection Act. Interest or other income from advance fees will accrue to the school as income earned. The annual fee must be paid by 31 January and will attract a discount of 5%. If it becomes a pattern that monthly fees are not made on time, the account will be converted to a termly account and the benefit of the difference in payment schemes will be the lost.
2. Mid-month payments are acceptable, but only in advance of the month in which they are due.
3. Non-payment or late payment of school fees and other expenses is regarded in a very serious light. With due understanding of economic and financial hardships, the existence of the school and the education of all learners depends on the payment of school fees and other expenses by all parents. Kleinwater College is a private school and the costs to the school of providing quality education are high. Breach of contract will be declared by the school if fees and other expenses are paid late or promises are not honoured.
4. Parents are urged to carefully consider the financial implications before enrolling of their child at Kleinwater College, as non-payment for more than 30 days after the due date will result in interest being charged to the account and the learner will be placed on financial suspension, until all outstanding fees and other expenses have been settled in full. The interest is charged under all circumstances, even if a payment arrangement has been approved. The parent/legal guardian of the learner will be asked to collect the child from school if fees remain unpaid. If the parent/guardian is not able to collect the child, alternatively a notice of cancellation of contract may be served, or the contract may be cancelled summarily. Cancellation of the contract will also be considered if fees are late on a regular basis, or if payment extensions or concessions are not honoured. No further notice period will apply. Damages equal to **three months' paid notice** from the date of cancellation will be added to the account and the outstanding balance handed over for collection.
5. The school is not obliged to accept the learner in the school at the beginning of the new term, provide or mark any exams, tests or assignments if outstanding fees and other expenses are settled in full.
6. The basic "monthly" fee payments are actually the annual fee divided into ten or eleven equal amounts and these amounts are payable regardless there has been a school holiday or not.
7. Other expenses (breakages, fines, computer courses, camp fees, outings, uniform, medical expenses, etc.) must be paid in the month in which they are incurred. The camp fee is not refundable if the learner is disqualified, or withdrawn from the camp after the closing date for any reason whatsoever.
8. If a parent/guardian has a temporary lack of finances that requires special consideration, the Bursar must be contacted immediately in writing and apply for an extension to pay fees. This is necessary to prevent undesired consequences and, possibly, to reach a solution to the problem. An extension will only be considered if the account is in good standing and there have not been any broken promises in other months. Making an application does not mean that the extension or concessions is approved or agreed. It is only agreed if it has been granted by the Bursar in writing.
9. All fees and other expenses are paid through making direct deposits or bank transfers into the school account. When payment is made the proof of payment is send via fax or e-mail to the school and the learner's name and surname and grade must clearly be written on it. Verbal assurances or displays of receipts on a device will not be acceptable. Our bank details are as follows: First National Bank, Branch code 270352, Account Number 62 365 865 082. We strongly urge parents/guardians to use this facility, in the interests of security.
10. The school does not offer a debit order facility. If the parent/guardian would like the monthly fee to be paid directly from their account to the school's account, they will need to arrange a stop-order through their own bank. Please make sure that the stop-order is for a fixed number of instalments according to the relevant payment scheme as per the fee structure. **The learner's name, surname and grade** are given as the payment reference. Please provide the school with a copy of the stop-order for administration purposes.

11. The signatory to the application form must put his/her physical address as his/her chosen domicilium citandi et executandi (i.e. address for legal purposes).
12. If a parent/guardian pays with a cheque and is returned to the drawer, we will accept EFT (Electronic Funds Transfer) payments only thereafter.
13. The commission charged by banks for foreign transfers will be payable by the parent/guardian.
14. If a parent chooses to remove a learner from the school, application must be made in writing and three months' paid notice is required in advance. The learner may continue with schooling during the 3 months' notice period (or part thereof) at the discretion of the principal.
15. If a parent chooses to remove a learner from school without permission or agreement this will constitute a breach of contract, therefore contract is cancelled with damages to the amount of 3 months' notice from the date of removal.
16. If a learner is suspended due to outstanding school fees, or for any other reason, this does not constitute a termination of the contract by the school, and when the parent/guardian removes the learner from the school because he/she was suspended, or for any other reason, the school reserves the right to cancel the contract and charge damages to the amount of 3 months' notice from the date of removal.
17. All unpaid debts on a learner's account can be ceded to another learner's account, if the same person or party is paying both accounts. The debt transferred to the second account will then be recovered in the usual way to recover all unpaid monies, even if the first learner has left the school for any reason any other reason.
18. Should the parent/guardian fail to pay the school fees and other expenses the following will apply:
  - 18.1 Interest at the maximum rate in terms of the National Credit Act (NCA) shall be payable on outstanding arrears from the due date of payment any other clause in the contract and;
  - 18.2 The full outstanding school fees and other expenses for the year shall immediately become due and payable with interest as set out in clause 18.1 and;
  - 18.3 Kleinwater College is not obliged to give the defaulting party a written notice notwithstanding any clause in the information contract, and will take legal action for the recovery of the outstanding amount.
  - 18.4 The signatory to the contract is liable to pay legal fees on an attorney and own client scale including collection fees at the rate of 10%.
19. The school will not issue a transfer letter, portfolios or any other reference letters until all textbooks are returned, and all outstanding fees and other expenses, notwithstanding the 3 months' notice period are settled. The parent/guardian will request learner portfolios in writing to the principal. Testimonials or references will be sent directly to the receiving school, the school is under no circumstances obliged to complete a testimonial or reference letters.
20. Parents/guardians will be liable to pay all outstanding amounts up until such time bursaries or trusts settle on the accounts.

## **17 TEXTBOOKS AND STATIONERY POLICY**

- Textbooks are rented at a prescribe fee on the school fee structure to learners on an annual basis.
- Textbooks remain the property of the school and are provided when available.
- Textbooks are issued on full payment of a textbook rental fee as per the school fee structure for that academic year. The provision of textbooks remains the responsibility of the school.
- The learner will sign receipt of his/her textbooks on an issue list.
- Accession numbers inside the cover of the textbooks will be used as reference when issuing textbooks and no exchange will be allowed for whatever reason.
- The learner is responsible for covering each textbook assigned to him/her in plastic.
- A label with the learner's name, surname and grade must be stuck on top of the plastic covering the books.
- Uncovered textbooks will be confiscated, and a fine may be imposed, and or detention will be given.
- Textbooks must be carried in hard cases or reinforced bags to prevent damage and inspections may be carried out on a regular basis to make sure that the right case or bag is being used. Textbooks will be confiscated, and learners will be given detentions, if textbooks are not carried in a hard case or reinforced bag.

The school's textbooks and library books must be returned at the end of the term or on departure of the learner, in good condition. The parent/guardian is solely held responsible for costs of replacing damaged or lost textbooks. The replacement value of the book/s will be set by the school and no substitute textbooks or library books will be accepted.

## **18 EMERGENCIES**

1. A fully equipped First Aid box and minor injuries are dealt with by staff appointed as first aiders and a sick room for learners who get ill during the school day.

2. Serious injuries cannot be dealt with by staff, however the parent will be telephoned to establish a course of action and the school will take the learner to a nearby doctor/hospital and pay any costs of treatment which are immediately due should the learner is not covered by medical aid. In such a case, the parent/guardian is liable to reimburse the school.
3. It remains the school responsibility to ensure the safety of each child on its premises, however protection cannot be given outside the school premises if a child is not on an official school outing. Learners are prohibited to leave the school premises at any time during school hours without permission.
4. An evacuation plan and assembly points in case of an emergency are positioned for emergencies (e.g. fire). Drills are practised regularly with the assistance of the local fire department.
5. The safety of each learner in the school is of great importance; the school reserves the right to search every learner's property (including bags, lockers, electronic devices and media) and body search if necessary. This will apply to vigilance for suspected cheating in tests and exams.

## 19 SCHOOL EVENTS

The following policies apply to all outings, functions, camps and events:

- Attending functions such as, outings, events, camps, fun days and special events is a privilege and is strictly by invitation and learners may be excluded from attending these for disciplinary reasons, or if fees for such events are not paid.
- Should indemnity forms not properly completed and signed by the parent/guardian the learner may only attend school events such as outing, camp, field trips.
- The parent/guardian is responsible to make payment of the outing/camp/event fee. Such fees are invoiced to the learner's account and must be settled by the due date. Camp fees may be paid in instalments if so indicated on the on the communication from the school.
- Items brought to the school for the learner attending the camp or outing must be handed in at the office not to security personnel with their name clearly marked. The school discourages last-minute articles brought to the school before the learners leave for the outing.
- Cancellation will only be accepted if it is in writing before the due date for bookings.
- Cancellations after the closing date will only be considered upon written application, with valid reasons and supporting documentation and agreed to by the principal in writing.
- No refunds will be made if the learner is excluded from the camp after the closing date for any reason whatsoever.
- The school rules, policies and procedures for absenteeism apply equally to absenteeism from school outings/functions/camps/events.
- Withdrawal or absence of a learner from the camp/function/outing/event, without the principal's written permission.

### Some of our annual outings and events are:

#### 1. Matric Dance (by invitation only)

This is a special social event for Matric learners, held in August/September annually and the school makes financial contribution to costs, but all learners are required to help with fund-raising throughout the year, and those attending the function are expected to contribute, however the school code of conduct applies to behaviour at the Matric Dance.

#### 2. School Outings

These form part of the curriculum and no learner will be allowed on such trips unless an indemnity form has been signed by the parent/guardian.

#### 3. Grade Camps

During the first term of the academic year to enhance staff/learner relationships, and to build spirit and morale details of these annual camps are communicated to the parents/guardians by letter and this will be at the cost is for the parent's/guardian's account. The camp fee cannot be refunded or substituted for school fees if the learner is withdrawn or excluded from the camp for any reason.

#### 4. Other functions (e.g. visits to and from other schools to play or watch sports matches)

These are arranged from time to time and learners are expected to attend these enjoyable events. The indemnity signed with the contract will apply during these outings. If the parent/guardian does not wish the learner to participate in these outings, he/she must please notify the principal in writing, otherwise it will be assumed that consent is given.

#### 5. Annual Training for Prefects

This is run under the leadership of the Principal (or their representatives) and provides new prefects with the skills needed to fulfil their new responsibilities and attendance for PREFECTS is compulsory.



**20 ALUMNI**

Past Matriculants of Kleinwater College are invited to join the Alumni Society of Kleinwater. We will have meetings from time to time where we enjoy seeing each other and celebrate our achievements. All interested Alumni can contact the school directly or via e-mail at [alumni@hps.edu.za](mailto:alumni@hps.edu.za) for more information. Alumni are also welcome to meet each other on our Facebook group: Kleinwater College Alumini.

**21 PREFECTS' BODY**

Prefects are selected each year and are voted into position by both learners and staff. Prefects occupy a position which is both a privilege and a responsibility. They help to maintain discipline, provide help and guidance for younger learners, and create a healthy school spirit. The Prefects body may make recommendations, suggestions, etc. to the Principal, but may not exceed the limitations imposed upon them.

The Principal and Directors remain in control of school matters at all times in keeping with their position of responsibility. Prefects are expected to be a good example at all times and contribute to the school in a positive way. A Prefect may be called upon to give up his/her position if required to do so by the principal.

**19. EXTRA-MURAL ACTIVITIES**

## i) Computer Centres

The school has an equipped computer centre and CAT is offered as Matric exam subject and teaches computer literacy to all junior classes. The school recommends "Lector" Reading programme to be used for English enrichment and "Mathletics" for Mathematics enrichment, with excellent results. Learners are encouraged to book for sessions in order to complete portfolio assignments.

## ii) Library

A stocked library will be open at certain times during and after school hours for the learners' enjoyment and research. A qualified and experienced librarian will assist and we urge parents to encourage children to make use of this opportunity to improve in English and to extend knowledge. If a library book is lost, the replacement fee will be added to the parent account.

## iii) Sporting Activities

Soccer, Netball, Basketball, Rugby, Hockey, Powerlifting, are offered according to demand and also participate in the schools' soccer, netball matches. Although Kleinwater College is primarily an academic institution it makes no claim to being a sporting academy.

Please Note: Rules, policies and procedures for absenteeism from school apply to sport commitments

## iv) Cultural Activities

Art Club, Chess, Home Crafts, Choir, Eco-Club, Careers Club, Gumboot Dance, Outreach Club, First Aid, Library, Science Club (all subject to demand). The school invites interesting guest speakers to address the learners on relevant issues e.g. drug abuse, domestic violence, responsible sexuality etc.

## v) Supervised Afterschool Study Sessions

These are compulsory timetabled after school from Mondays to Thursdays for 2 hours from 16:30. Learners are given the opportunity to study in a quiet atmosphere and during these times teachers are available to help with specific problems or to give general advice. Periodically teachers arrange extra lessons or study sessions in their subject in the afternoons or on Saturdays - attendance is compulsory for all learners concerned. Saturdays are reserved for catch-up detentions, study, revision or extra tuition and attendance is therefore compulsory and the rules of absenteeism from school apply.

## vi) Other Facilities

Photocopies: photocopying is done at the school office.

Tuck-shop: The tuck-shop is open during break, lunch and after school and learners are not allowed to leave the classrooms during school hours to buy food.

Recycling: The school supports waste recycling initiatives and used, clean tins and used paper may be sold and the profits used for fund raising.

## vii) Counselling

Qualified counsellors are made available on appointment, during the afternoon, to help the learners with personal problems and these will be treated with sensitively and confidentially.

**20. SUBJECTS OFFERED**

The School provide each child with guidance regarding the choice of subjects, in keeping with his/her abilities and future career plans. Recommendations from teachers are given to parents for the learner, time and money is wasted should proper guidance to subject choices not given. The school has an open door policy for parents to discuss such issues with the principal and academic staff.

**21. REMEDIAL TESTING – STUDY METHODS**

If a learner shows challenges or barriers to learning, a referral for testing to an educational psychologist is recommended to the parent and the parent will bear the assessment costs. Should remedial lessons needed, the parents/guardian will be notified.

**22. LANGUAGE POLICY**

All Home Language (HL) lessons are taught in the respective languages and ONLY English is used as the medium of instruction to all other lessons.

**24. RELIGIOUS POLICY**

Kleinwater College was founded on Christian values. Christianity devotions are held, at assemblies, in classroom before lessons begin and speakers are invited to share messages to the learners. The school believes that all learners are given opportunities to commit to Christian faith. However, religion to others is not forced. Attendance at the religious gatherings in the school will not be compulsory for learners who belong to other religions, and it remains the responsibility of the parent to indicate the religion as required on the application form.

Adherence to all academic, assessment, disciplinary and extra-mural events by learners of all religions are compulsory and the rules of absenteeism will apply.

**25. ADDITIONAL NOTES**

1. Meetings/Disciplinary enquiries with parents are by appointment and these are to be held with the parents/guardian.
2. NO MONIES will be borrowed to learners either by the school staff or by learners to staff.
3. It is the responsibility of the learner to catch up on missed classwork, due to absences or suspension.
4. School academic reports will be issued strictly to parent/guardian on the first day of the new term and these will be issued if fees and other expenses are up to date. Should a parent/guardian wish the learner to collect the report a written request must be provided.
5. Any criminal activity in the school will be reported to the Police.
6. All disallowed property will be confiscated for the whole term and will be kept safe; these will be returned to the owner after the imposed fine has been fully paid.
7. It remains the responsibility of the parent/guardian to reveal, on the application form, any negative disciplinary record or matters of concern (e.g. expulsion/exclusion, substance abuse, psychological issues, behavioural issues, previous or existing health issues, etc.) from the previous school.
8. It remains the responsibility of parent/guardian to inform the school about immigrant status and any changes thereof, however the school will not be liable for immigrant permits.
9. Past learners who wish to re-register may be considered after an interview and new learners who register during the year will be subject to full term fees.
10. A new contract for each year may be declined by the school due to any of the following reasons:
  - a) Late submission of the original new application form and properly signed contracts.
  - b) Poor behavioural and disciplinary record of the learner.
  - c) Negative conduct of the parent/guardian and the late payment of fees and other expenses according to the standards defined in the as per contract.
  - d) When a learner has been called for a disciplinary enquiry or accumulated more than 8 Formal detentions.
  - e) If there has been a repudiation or breach of contract during the year, a new contract may be declined.
11. If the parent/guardian would like the learner to return to Kleinwater College, an application for admission with supporting documentation must submitted to the school before 31 October of the current year. The learner may only return once the application is successful and with the acceptance letter from the school. The acceptance letter will also stipulate the conditions under which the learner may return, and the school is not obliged under any circumstances to accept a new contract for the following year. The Principal's decision in these matters is final.
12. Evidence from electronic records, audio tapes, video or photographs as proof of misdemeanours can be used by the school.
13. Security at Kleinwater College is vital, the safety of each child our priority. All the procedures at the main entrance must be adhered to and the school reserve the right to conduct body searches, breathalyser tests and scan persons entering and exiting with a metal detector or other device.

14. School premises are monitored by CCTV with a recording system and disciplinary enquiries are recorded if possible. The school uses the CCTV to maintain a safe learning environment, discourage criminal activities and to ensure the welfare of learners, staff and visitors. It is also used to assist in identifying persons who have committed an offence. CCTV may be used in the application of the school's disciplinary and grievance procedures. The school reserves the right to use these recordings as proof of events that took place and to distribute copies of the recordings to third parties should it become necessary. The school reserves the right to refuse access to its CCTV footage.
15. By signing the parental consent form for use of images of children, the parent/guardian gives permission for the school to use photographs/videos that include images of their child, for marketing and promotional purposes in public media of all kinds, including web-based social media. Should the parent/guardian does not wish images of their child; to be used for these purposes the principal must be informed in writing.
16. Learners must attend parents' meetings, only if they are tasked with responsibilities and are dressed in full school uniform.

## 26 UNIFORM CODE

Objective:

The uniform regulations are designed to enable learners to present themselves as neat, dignified and motivated young people who bring honour to their families, communities and KLEINWATER COLLEGE. They will learn to develop the stature that commands respect in their adult life and future careers. The Principal's decision in all matters regarding uniform, clothing and appearance is final.

If hairstyle, uniform, civilian clothing or appearance is not according to standard, the learner will be given a Formal Detention and will be sent to the study room. The parent/guardian will be contacted. The learner may return to classes when the hairstyle/uniform/clothing has been corrected according to the standards given below.

Parents/guardians and learners must please make sure that the learner's hairstyle complies with school standards when he/she returns to school after holidays and weekends.

Please note that warm clothing must be removed during hot weather. When it is very hot, learners may be permitted to remove their ties at the Principal's discretion.

### 26.1 Girls Uniform

- White long/short sleeve shirt with printed school logo
- Black tie with school logo.
- Khaki trousers/Black and orange Scottish skirt.
- Black socks with orange lining.
- Black blazer with embroidered badge.
- Black pullover with orange and white stripes.
- Black jersey with orange and white stripes.
- Black school shoes.
- School tracksuit and T- shirt

**\* These items are available from the school uniform shop. They may not be adjusted to be skinny or slim-fitting or short length.**

Hairstyles (Simple, Neat, Natural and Affordable)

- To avoid unnecessary costs and penalties, please check if your chosen hairstyle is allowed.
- Hair must be neat and tidy at all times. We aim for simple, natural, plain and economical hair styles.
- A neat straight-back is the preferred KLEINWATER COLLEGE hairstyle. Straight-backs must be thin and braided until the very end. For a straight back with a centre plait, the centre plait must be thin and tight. Straight backs starting with "big" knots are not allowed.
- Hair may not be longer than to the middle of the shoulder blades.
- Long hair must be tied back in a simple pony tail (no loose strands of hair are allowed).
- Only orange, black, or white plain "scrunchies." Own hair may not be buffed up.
- Singles must be braided neatly until the very end of the hair. They may not be "too thin" or "too thick." Singles starting with "big" knots are not allowed.
- Braids – only braid from front to back, 5mm in thickness, no beads at the end of the braids.
- No diagonal, curved or zigzag braiding allowed.

- NO “fade”, “high-top” or cut line hairstyles are permitted.
- No beads, dreadlocks, rasta extensions, s-curl styles, “yakki” braids, wigs, or “dabraids” are allowed.
- Full hair weaves are not allowed; only  $\frac{3}{4}$  weaves are permitted. Once the weave has started to grow out it must be removed.
- Hair or extensions may not have frayed ends or be untidy.
- Lightening, dyeing or bleaching of hair is not allowed, even by hair straightening products.
- Only natural hair colour will be allowed. Only number one or number two hair piece colours may be used.
- No hair gel may be used.
- Small neat donuts or buns are permitted. No large donuts, large buns or large buns of singles are allowed.
- White, grey, black or green Alice bands are allowed.

#### Nails

- Short nails. All nails must be the same length.
- No nail varnish.

#### Jewellery and general appearance

- One pair of simple gold or silver small earrings (studs or hoops, not diamonds).
- No tongue-studs or body-piercing.
- No bangles, traditional bands, rings or necklaces.
- No fancy watches or smart watches.
- No tooth decoration.
- No body art, tattoos or make-up may be worn, eg. lip gloss.
- No cuts may be shaved into the eyebrows.

#### Shoes

- Clean black school shoes.
- Short white socks (summer).
- Black socks with orange lining (winter).
- Black tights (optional in winter).
- Shoe laces must be tied up.

#### Underwear

- Tanga panties to be worn under the school skirt.
- Short Lycra ski pants (black) to be worn under skirt.
- A plain white vest may be worn under the school shirt. No colours, patterns, lettering or logos are allowed.
- Plain, full bras must be worn at all times. Brightly coloured bras that show through the shirt may not be worn.

### 26.2 Boys Uniform

- White long/short sleeve shirt with printed school logo.
- Black tie with school logo.
- Khaki trousers.
- Grey socks.
- Black blazer with embroidered badge
- Black pullover with orange and white stripes.
- Black jersey with orange and white stripes.
- Black school shoes.
- School tracksuit and T- shirt

#### Hairstyle (Simple, Neat, Natural and Affordable)

- Short hair (no beads, dreadlocks, rasta extensions, braids, frayed ends, outlandish or angular styles).
- No dyed or bleached hair, even by straightening products. No S-curl styles.

- No facial hair (moustaches, beards or sideburns).
- No hair gel or similar styling products.
- BASIC “trim” allowed.
- NO “fade”, “high-top”, mohawk or cut line hairstyles are permitted.

#### Nails

- Short (all nails must be the same length).
- No nail varnish.

#### Jewellery and general appearance

- No earrings
- No tongue-studs or body-piercing.
- No bangles, traditional bands, rings or necklaces.
- No fancy watches or smart watches.
- No tooth decoration.
- No body art, tattoos or make-up.
- No cuts may be shaved into the eyebrows

#### Shoes

- Clean black school shoes.
- Grey socks (summer & winter).
- Shoe laces must be tied up.

#### i) Physical Education Classes, Boys and Girls (Part of Life Skills/Life Orientation)

- School golf shirt with school logo (obtainable from uniform shop) is compulsory.
- School sport shorts (available from uniform shop) or decent sport shorts just above the knee in length.
- Plain white or black running shoes

#### ii) Sport (optional for practices, compulsory for matches)

- School sport top. The school golf shirt is compulsory for sport practices.
- School sport shorts.
- School cap (compulsory for cricket).
- School sport socks (for selected sports).
- Rugby: white shorts, school provides the top.
- Basketball: school provides top and shorts.

#### iii) Civilian Clothing on Designated Days (Civvies)

- Only clean, decent and non-revealing clothing allowed.
- No offensive logos.
- No short skirts, tight jeans/trousers, leggings/jeggings, skinny jeans, shoe-string strap tops, low cut tops or short shorts are allowed.

#### iv) Optional (Girls and Boys), Purchased from Uniform Shop

- School Drimac
- Grey school sleeveless pullover
- Green & white school track suit
- Matric white sleeveless pullover
- School cap

- Scarf, gloves and woollen cap

**\* These items are available from the school uniform shop. They may not be adjusted to be skinny or slim-fitting or short length.**