



THE  
PARENTS FOUNDATION FOR EDUCATION

*Delegation of  
Function Rules  
(Rules 1/98)*

*as amended on 1st June 2020*



# Delegation of Functions to Schools

Resolution of all the Trustees of the Parents Foundation for Education dated 1st January, 1998.

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| <p>I. Having reviewed the operations of the Foundation, of San Anton School ("SAS") and of San Andrea School ("SAND") in relation to registration of parents as contributors and their children in the child lists, the admission of children and school fees;</p>  | <p>takes a greater role in the registration of parents and the admission of children: that the schools should be able to confirm places for their respective schools and noting also the need for the reduction in bureaucracy in the application of Committable Contributions.</p>  | <p>X. Mindful of the need for the Foundation to retain ultimate responsibility for the application of the capital contributions to the capital project or refunds relative to each school project and the implementation of the fundamental principles and philosophies as outlined in the PFE Statute, and to cater for the transitional phase until each school can fully administer the registration and admissions systems relative to itself on behalf of the Foundation particularly until the children born before 1998, registered under a unified system, are admitted to the schools.</p> |
| <p>II. Noting that to date the Foundation has taken sole responsibility for registrations and admissions and has operated a unified system of registration with an allocation policy for each school when it came to admissions of children;</p>  | <p>VI. Keeping in mind the basic aims and functions of Contributions to the Parents Foundation for Education as outlined in the existing Contribution Rules namely "The Contribution Rules, 1988", "The Contribution Amendment Rules, 1992" and "The Contribution Rules 1993";</p>   |   |
| <p>III. Noting that the schools are solely responsible and entitled to carry out the charging and collection of school fees and in the case of SAND the Supplemental Contributions and noting that in the past two years there have been cases where SAS parents did not pay school fees as a unilateral method of receiving back the Contribution from the Foundation, these parents claiming that they were told that the refund of the Contribution would occur on their children leaving SAS; noting that this is in conflict with the rules of the Foundation.</p> | <p>VII. Keeping in mind the aims and principles of the Admissions systems as outlined in the existing Admission Rules namely "The Admission Rules 1993";</p>   |   |
| <p>IV. Noting the "Fees Regulations 1988" and the "SAS Fees Regulations" which were issued in 1997, which in so far as SAS is concerned, superseded the 1988 Fees Regulations.</p>  | <p>VIII. Noting the fundamental principle that parents should be able to choose the school to which they wish to send their children and the recommendation of the School Boards that this be also offered for all children born between 1994 and 1997 and that a new system of registrations and admissions be based on this assumption for the future;</p> |   |
| <p>V. Noting the suggestion of the School Boards that it appears appropriate that each School</p>   | <p>IX. The Trustees have accepted the proposal by the two School Boards to split the child registration process with effect from the 1st January 1998, giving each school greater responsibility and autonomy within the rules as stipulated herein.</p>   |   |

## THE TRUSTEES THEREFORE RESOLVE:

### Name and application

1. These Rules shall be called the "Delegation of Functions Rules (Rules 1/98)" and shall commence to apply with effect from the 1st January 1998 with respect only to Contributors whose first registered child is born on 1st January 1998 or thereafter. These rules apply in addition to the existing contribution and admission rules in relation to such children until the latter are superseded by new contribution and admission rules applicable to each school independently of the other.

In so far as contributors whose children are born before 1st January 1998, all existing rules on Contributions and Admissions

shall continue to apply in accordance with their respective terms even if they register after 1st January, 1998. Provided that any of their children born after 1st January, 1998 will still be registered within the system contemplated hereby (see clause 15).

### Interpretation

2. These Rules and the existing Contribution and Admission rules shall henceforth be applied to each school *independently of each other* and may henceforth be amended separately for each school in the manner stipulated in Article 19 of these Rules. As the existing rules contemplate a unified system for both schools they shall henceforth be interpreted as though they refer to only one school.

### Receipt of Capital Contributions

3. Each School shall accept capital contributions on behalf of the Foundation only in accordance with the Contribution and Admission Rules. Each School is hereby authorised to issue receipts on behalf of the Foundation. All cheques are to be made payable to the Foundation.
4. Committable Contributions relative to SAS shall (after due processing of the formalities relative to registration) be deposited by the Registrar in the appropriate account (designated "**San Anton Capital Account**") held by the Foundation with Bank of Valletta Limited on behalf of the San Anton School project.
5. Committable Contributions relative to SAND shall (after due processing of the formalities

relative to registration) be paid by the Registrar to SAND which has administered capital accounts and undertaken loans directly since the inception of the project.

6. Until such time as rules applicable to each School independently of the other are issued, the current rules on registrations, and related issues shall apply *mutatis mutandis*. Capital contributions being contributions in respect of children with confirmed places at each school may be immediately applied by each school to its capital project.
7. Non-Committable Contributions, being all capital contributions for children (other than brothers and sisters) *who are not confirmed a place by the Heads of either school* shall be retained by the Foundation. Should a Non-Committable Contribution become Committable, because a child on the waiting list is accepted by a school, the Registrar shall immediately pay such Contribution over to the relevant school. The schools shall be responsible to apply such contributions on behalf of the Foundation for any refund which may be due at the same time under the applicable rules to the contributor withdrawing. The school shall then refer all documentation to the Foundation for registration of the refund. The Registrar shall from time to time give directions to the schools on such issues.
8. The Registrar shall administer such Non-Committable Contributions in accordance with the existing rules. Except as stated in paragraph 7, Refunds of contributions shall be administered by the Registrar.

9. A contribution applied to one school does not imply any rights of the Contributor in relation to the other school. A child registered with one school is not entitled to a place at the other nor to feature on the waiting lists of the other, nor to be offered a place in case of a vacancy, except as herein expressly provided.
10. If a parent wishes to enjoy any rights in relation to a second school, such parent must register such child with the second school and pay a second contribution to that school due to the fact the school capital costs are borne only through contributions for children registered at the particular school.
11. The Heads of School are authorised to confirm, in writing:
  - (a) In relation to children born in years for which school has not yet commenced, such number of places as is determined by the School Board of each school on a year to year basis keeping in mind the targeted entry of 80 children of which approximately half tend to be brothers and sisters of children already attending. For 1998 the number shall be 30 places.
  - (b) In relation to children above the specified number, as instructed by the School Board;
  - (c) In relation to children born in years prior to 1998 such number of places for which there exists a vacancy in the particular school. Each school shall advertise its own vacancies and the Registrar shall keep the Heads of each School fully informed of the number of vacancies for each grade.
  - (d) In relation to brothers and sisters, parents are to inform the

Head of the fact that a child is a brother or sister on registration. Such child enjoys a preference at the school actually attended by the older sibling, however a parent may request an immediate confirmation of place if the child is within the prescribed number for that year (see para (a) above). In such case the contribution is deemed committed in relation to that child.

When a child is confirmed a place in writing such confirmation shall be conditional on the payment of the Contribution within a maximum of 30 days from registration, failing which the confirmation lapses and the Head shall send a notice in writing to such parent and the Registrar shall then cancel the registration.

On receipt of the application forms for processing, the Registrar shall enter the code "CONF" next to the names of children having a confirmed place.

### Refunds of Contributions

12. The attention of parents receiving a confirmed place in writing in a School of the Foundation is drawn to the policy of the Foundation on the refundability of Contributions defined in Rules 7, 15 and 16 of the Contribution Rules 1993 as amended in 2009 and in 2020. In particular, and except as provided for in Rule 16 (1) of the Contribution Rules, a full refund of a Committable Contribution shall not be due should the Contributor withdraw the registration during the period between the date of acceptance of a place in writing in a School of the Foundation up to the first two scholastic years of attendance. Such cases of refund are regulated under subsections 2 and 3 of Rule

7 and Rule 16 of the Contribution Rules.

ALL CONTRIBUTORS ARE CONSIDERED TO HAVE READ THE RULES AND ALL OTHER AVAILABLE MATERIAL ON THE SCHOOLS AND TO HAVE FAMILIARISED THEMSELVES WITH THE AIMS AND SYSTEMS OF THE SCHOOLS.

13. (a) If a vacancy arises in one school and that school does not have a waiting list for the particular year, the place shall be offered by the Registrar to the children on the other school's waiting list, respecting the order of registrations, whose parents have indicated an interest in such an option when registering their child, prior to being offered to the public.
- (b) Such an offer shall be kept open for 7 days from the date of the offer and, if not accepted in such time, shall lapse in the event that another child is registered at the school having a vacancy.
- (c) Acceptance of a place in the other school implies full acceptance of the terms and conditions relating to that school including the obligation to pay any applicable Supplemental Contributions.
- (d) A waiting list shall not be deemed to exist until such time as a school has confirmed its 80 students for a particular year of birth.
- (e) The Registrar may, at any time, follow the confirmation procedures normally applicable i.e. offers shall be in writing for all places to all persons on the waiting list, respecting the order of registrations.

14. If a parent of a child on the waiting list accepts such a vacancy, the Non-Committable Contribution of the said Contributor shall be immediately paid over by the Registrar to the offering school.

### Contributions Registers

15. With effect from 1st January, 1998 two new Contribution Registers shall be created, one for each school and the Registrar and the School shall make arrangements for these Registers to be maintained in accordance with the rules and standards of the Foundation. Brothers and sisters (born 1998 and thereafter) of children not yet allocated to a school (born 1995/1997) but duly entered in the unified Register of the Foundation, shall be noted in the Register of the school which the parent chooses to register subject to the following rules:
- (a) if the older child is accepted and is actually admitted to a different school than that chosen, then the younger child must be cancelled (unless the parents decide to pay another Contribution) from the chosen school's register and entered in the other school's register and shall enjoy any applicable preference. The parents shall be informed of such a step.
- (b) If the older child is not admitted into a school, then the younger child shall not have a preference as a "brother/sister" but shall be treated in the chronological order of registration with the school chosen.
- (c) If the younger child is admitted, the older child (being still on the waiting list) shall then be placed on the transfer register

for transfer to the same school at first opportunity.

### Admissions

16. The Registrar shall issue child lists, for the years of birth for which school has not started, to the Heads on a regular basis to keep them fully informed of the current position. The most recent child lists for the particular school shall be displayed on the notice board. Admissions to the schools shall be on the basis of child lists issued by the Registrar in the October prior to the October of entry of the relevant grade in accordance with the Admission Rules except that such child lists shall henceforth reflect the list for each school on its own.
17. Brothers and sisters (born after 1st January 1998) of children attending each school shall, on registration, be entered into the new registers and shall enjoy a preference as stated under existing rules.

### The Registrar

18. (a) The Registrar shall operate and maintain the administrative and financial records of the Foundation and shall receive the relevant documentation from the Heads of School relating to the registration of contributors and children and the refund of contributions where the schools are responsible therefor in accordance with clause 7.  
  
(b) The Registrar and the Heads, in consultation with the School Boards, shall determine those administrative procedures necessary for the efficient implementation of the Contribution and Admission process in terms of these Rules.

(c) No admission may be made unless a fully paid Contribution has been effected by a parent in accordance with the applicable Contribution Rules, either those currently in force or those introduced by the respective schools.

(d) The Foundation shall be entitled to refuse, suspend or reduce any refund to any contributor who has failed to fulfil his/her obligations under any applicable rules of the Foundation and of the Schools. If a parent fails to pay any fees the Foundation may pay the proceeds of the Contribution, when due to the extent necessary, in settlement of such fees and each contributor expressly authorises the Foundation to do so.

### Amendment of Existing Rules

19. (a) These rules may be amended by the Trustees after consultation with the Boards of both Schools.  
  
(b) The existing Contribution, Admission and Fees Rules may be amended by each School Board which is authorised to introduce a specific contribution and admission system for its own School if it deems necessary to do so. The amendments or additions are to be submitted to the Trustees to ensure that they do not infringe these rules and the fundamental principles of the Foundation as defined by the constitutive documents of the Foundation. If no objection is received by the respective school within one month from notification of the Trustees, the said amendments shall become final and operative. For the purpose of this clause it is stated that the current rules on first

come first served admissions, the rules on Non-Committable Contributions and the rules on refunds reflect fundamental principles.

(c) In order to ensure the maximum co-operation between the Parents Foundation Schools, the said schools undertake that on notification to the Trustees of any amendments or additions to the Contribution, Admission or Fees Rules each shall copy such notification to the other School and this for information purposes.

(d) It shall be the obligation of each school to distribute copies of these rules, as well as each amendment thereof, to all parents attending at the school and all parents on waiting lists and pre-school years upon their introduction.

(e) The rules of one school have no application to the other school and when a parent accepts a place at a school different from the one at which his child was registered, it is expressly stated that such parent agrees to be bound by the rules of the new school.

20. Members of the Parents Foundation For Education are bound to observe at all times the rules and regulations contained in the Contribution, Admission and Fees Rules of the Parents Foundation For Education and of the Schools wherein their children attend or are registered to attend.

### Mediation and Arbitration

In view of the various disputes which have arisen around the payment of school fees and in relation to the Supplemental Contribution to SAND

it is resolved that such disputes ought to be solved internally with the assistance of friendly mediators initially and then determined by arbitration in a final manner. All Contributors who register after 1st January 1998 do so under these additional Rules which expressly include the following arbitration clause. In relation to Contributors who registered before 1st January 1998 such systems may be used if there is agreement between the particular parents and the particular school. The Trustees recommend such systems be adopted in the interest of all parents and their children and unity and harmony within the organisation.

21. (a) In the event of any controversy, disagreement or dispute between the parties in the performance, interpretation or application of any of the Rules of the Foundation or any School,

- on request of one party, the parties shall agree to a friendly mediator, enjoying the confidence of both, to hear both parties and attempt to resolve the issue in the best interest of all. The friendly mediator shall try to resolve the issue applying law, equity, reasonableness and logic and whatever is stated or suggested by the mediator or the parties is not to be taken as binding or as evidence against the other but shall be treated as an attempt to resolve the issue in an amicable manner. If agreement is reached in this manner the mediator shall prepare a binding statement of the solution and both parties shall sign the same and thereafter be bound to implement it.

- failing the above for any reason whatsoever, the dispute shall be referred to arbitration in accordance with the provisions of this Clause.

(b) The party referring to arbitration (the "Referring Party") shall serve notice by registered mail upon the other party (the "Receiving Party") outlining the matter in dispute, stating that it is availing itself of its right to refer the matter in dispute to arbitration for review and settlement and nominating one arbitrator for this purpose.

(c) Within fifteen (15) days from such notice, the Receiving Party is to confirm agreement to the appointed arbitrator, in which case such person shall act as sole arbitrator, or nominate another arbitrator. Within fifteen (15) days from the latter nomination the two arbitrators are to nominate a third arbitrator who shall act as chairman.

(d) The three arbitrators shall review the dispute referred to them and decide upon it and their decision shall be final and binding on both parties.

(e) In the event that the Receiving Party fails to respond as provided above, the arbitration may, at the option of the Referring Party, proceed with the arbitrator appointed by the Referring Party only.

(f) In the event that the arbitrators nominated by the parties fail, for any reason whatsoever, to nominate a third arbitrator who shall act as chairman in accordance with the above paragraph (c) either the Referring Party or the Receiving Party shall request the incumbent Chairman of the Malta Arbitration Centre to nominate such third arbitrator who shall have all the functions and powers as if nominated by the arbitrators nominated by the Parties in terms of this clause.

(g) In the event the matter is not finally decided within three months of the first referral then, unless the Arbitrators order an extension of time because of just cause, the party referring the matter to arbitration is entitled, at its option, to terminate the arbitration and refer the matter to the courts of law. The extension of time because of a just cause shall in no case exceed three months.

(h) Parents at the school may act as friendly mediators and arbitrators. Any parent who is appointed as mediator or arbitrator must declare this fact to the parties. If both parties agree to such persons and expressly state they are aware that such persons are parents, then such parents may act.

#### Child Registration Fees

22. The applicable child registration fee shall be paid on registration. Until otherwise instructed by the Trustees the registration fee shall be paid to the Foundation.

#### Instalment of fees paid on Account / Admission fees

23. Until further notice the € 116.50 instalment of fees payable on confirmation of places shall only be payable 12 months prior to commencement of the schooling year at pre-grade.

THE TRUSTEES

