



## THE ENROLMENT CONTRACT

Dear Parents/Carers/Guardians,

As part of the enrolment process, on being offered a placement for your child at The Joseph Varga School (JVS), acceptance of the offer involves signing the attached Agreement or The Enrolment Contract with the school.

This contract must be read, understood, completed and signed by the parent(s)/carer(s)/guardian(s) of the child being enrolled.

This agreement includes The Pledge To Self-Improvement that must be signed by your child, who really wants to improve, as well as you, and explains the family's obligations in supporting the school and student while at JVS.

It is important that you understand all of the Terms and Conditions of The Enrolment Contract, and are aware of the school's expectations, so if you consider it necessary, feel free to ask the undersigned further questions, and/or seek advise from a legal professional.

Please return the signed Enrolment Contract, and The Pledge To Self-Improvement, if you have not already done so, as soon as possible.

Thank you for your cooperation.

The school looks forward to your acceptance of this offer and agreement as being the start of a long and rewarding relationship with The Joseph Varga School, during which your child will learn about The Joy of Discovery and how to fulfil his/her potential as a happy, whole, productive person.

Yours sincerely

Daniel Lynch  
Principal  
The Joseph Varga School



## 1.0 AGREEMENT WITH THE JOSEPH VARGA SCHOOL

This is an agreement between The Joseph Varga School and  
\_\_\_\_\_ for the enrolment of the student  
\_\_\_\_\_.

### 1.1 Rules and Regulations

In consideration of the school agreeing to accept enrolment of the student, the parent(s)/carer(s)/guardian(s) agree to comply with the rules and regulations formulated by the school, including those relating to the attendance of, discipline of, and behaviour of their child.

The parent(s)/carer(s)/guardian(s) of the child undertake to read and become familiar with the Handbook of School Policies and Procedures, especially those relevant to the Terms and Conditions of this Contract, either as a hard or electronic copy (on the school's website).

The parent(s)/carer(s)/guardian(s) of the child undertake to ensure that their child signs and genuinely commits to The Pledge To Self-Improvement, and if appropriate, an Individualized Behaviour Contract, before commencing enrolment at the school.

The parent(s)/carer(s)/guardian(s) unconditionally support The Pledge, for it summarizes the school's expected Code of Behaviour and Conduct, while joining The Joseph Varga School Family.

The parent(s)/carer(s)/guardian(s) understand that The Spirit of The Pledge can only ever be broken on Three Occasions In Any One Term, before other more serious forms of disciplinary action will be implemented (see 1.5).

The parent(s)/carer(s)/guardian(s) will, as a consequence, keep the school indemnified against claims for loss or damages (including any loss that may be incurred as a result of a student losing his/her own personal belongings [for which

he/she is responsible]), notwithstanding those loss or damages the school may claim, when caused by failure of the student to observe the rules and regulations.

The parent(s)/carer(s)/guardian(s) understand that such rules and regulations may be altered or added to at any time by the school, on giving One Term's Written Notice.

The parent(s)/carer(s)/guardian(s) understand that the students enrolled at The Joseph Varga School satisfy, and will continue to satisfy the criteria for enrolment in the Special Education Services of Programs of the school.

As such, the family understands that enrolled children, including their own child, have special needs, with each of his/her Disabilities having been assessed by a person with relevant qualifications as having social/emotional, intellectual or multiple impairments that satisfy the criteria required to be enrolled at JVS.

## 1.2 School Fees

The parent(s)/guardian(s) accept full responsibility in relation to payment of fees.

These fees include: Application or Enrolment Fee, as well as School Fees.

The term 'School Fees' comprise: Tuition, Books, Stationery, Sport, Camp as well as any other charge levied (e.g. Distance Education Fees), where appropriate, by the school from time to time.

Fees can be modified by the school, at the request of the Board of Directors of The Joseph Varga School, at the end of a term, in which case the school will give at least One Term's Advance Notice, in writing, of a change in the Application and School fees.

The parent(s)/carer(s)/guardian(s) agree to pay the fees as stated in the Letter of Offer from The Joseph Varga School, and freely accept liability in relation to payment of such agreed fees, which must be paid by the end of the first week of each term, unless special arrangements are included in this letter, or are agreed to in writing elsewhere.

In the event that fees are not paid by the end of the second week of the term, we understand that my child's enrolment at The Joseph Varga School can be cancelled, on Two Week's Notice, and/or legal action can be initiated by the School to recover the fees owed.

## 1.3 Cancelling Enrolment

1.3.1 If the parent(s)/carer(s)/guardian(s) decide to terminate the enrolment of the student at the school, the parties responsible agree to give at least One Term's Written Notice to the school, being no later than the first day of the term at the end of which it is intended that the student leaves.

1.3.2 If the student's enrolment is cancelled or postponed during the term, without one term's notice, the parent(s)/carer(s)/guardian(s) are still liable for the unpaid fees for The Rest of The Cancelled Term in addition to One Further Term's Fees in lieu of notice.

1.3.3 The payment of such cancellation fees can be discretionary, on the Board of The Joseph Varga School receiving and approving an application, supported by the appropriate documentation, from the responsible parties.

#### 1.4 Discipline

The parent(s)/carer(s)/guardian(s) fully understand that The Principal, or an authorised person, has the authority to apply whatever disciplinary measures, in accordance with the school's relevant policies and procedures, are deemed necessary in relation to the conduct, or behaviour and language, of their child. Such authority applies both inside and outside the school precinct during school hours (including time spent travelling to and from school, and whilst on camps, sport and excursions), as long as the student remains enrolled at The Joseph Varga School.

The parent(s)/carer(s)/guardian(s) also understand that if their child constantly breaks The Pledge, then the school's disciplinary response will escalate, in accordance with the school's relevant policies and procedures, resulting in a standard process, beginning with a Behaviour Contract, moving though to Suspension, and in some cases, Expulsion and Exclusion.

The parent(s)/carer(s)/guardian(s) understand too that The Principal can, at any time during this process, impose specific conditions (e.g. the signing of a Behaviour Contract, a medication review, immediate referral to hospital emergency services, a temporary home program) on the child's continuing enrolment at the school.

The parent(s)/carer(s)/guardian(s) understand that unless these conditions are entirely fulfilled by them, as the persons responsible for the child, then the child's enrolment at the school can be terminated, on giving at least 14 days notice.

These conditions are applied primarily because of the risk that the child may be to him/herself, other students and staff, and school property.

In addition, the parent(s)/carer(s)/guardian(s) fully understand that:

- (i) the school, and all teachers employed by it, will exercise the utmost reasonable care in their response to inappropriate behaviour by the child to him/herself, to other children, to teachers, to visitors to the school, or to the physical property at the school;
- (ii) the Principal, or authorized persons, have the authority to use Restraint Methods, as outlined in the school's relevant policy and procedures, only as a last resort, if or when the situation warrants it;

- (iii) the Principal, or an authorised person, has the authority to require the removal of the student from the premises of the school, for any cause judged to be sufficient, for an indeterminate period of time, so that appropriate measures can be put in place to support the student's transition to more appropriate conduct.

The parent(s)/carer(s)/guardian(s) agree to unconditionally indemnify the school against any responsibility or liability, in the event that the child is accidentally hurt or injured in the process of being restrained by the school, or its employees.

## 1.5 Emergencies

The parent(s)/carer(s)/guardian(s) understand that in the event of any medical or other emergency arising in which the Principal, or a delegated authority, considers it impossible or impracticable to communicate with those persons responsible for the student, or any other nominated emergency contact, the parent(s)/carer(s)/guardian(s) authorise the Principal, or the delegated authority, to act as he/she may think best, necessary or expedient.

Likewise, in the event of an Emergency parent(s)/carer(s)/guardian(s) are informed of, they also have a responsibility to act quickly and decisively, on behalf of their child.

This is especially the case when the child's medical state or behaviour may be such, that the school and its staff, can no longer accept responsibility for the child, no matter where the child is located. (Such a situation could arise at the school, on camp, on an excursion, or whilst the child is in hospital.)

When this set of circumstances occurs, or in any situation the school deems it has, then the parent(s)/carer(s)/guardian(s), or a representative, must **immediately** undertake to pick the child up, as soon as possible, no matter where, and again accept full responsibility for the child.

The parent(s)/carer(s)/guardian(s) of the child fully understand that in a situation where a parent or representative is unwilling or unable to attend, then assistance will be sought from hospital, medical, emergency staff, and/or, if necessary, DOCS and the police.

The parent(s)/carer(s)/guardian(s) of the child further understand that once they have been informed by the school of the emergency situation, then they must also agree to unconditionally accept responsibility for the child.

This responsibility entails all that is required to be there in person, as quickly as possible, to support the child by picking the child up, so that the appropriate action can be taken by the parent/s, carer/s and guardian/s to rectify the problem or situation.

Until the parent/s, carer/s or guardian/s arrive, the school, or its delegated authority or representative, is empowered to act in the best interests of the child, the staff, and other children, enrolled at the school.

#### 1.6 Authority to Contact Professionals and/or Release Professional Information

The parent(s)/carer(s)/guardian(s) hereby give written permission for the Principal, or a delegated authority, to contact professionals who have conferred with or consulted their child to clarify information about the child's profile, diagnosis, progress.

The School reserves the right to contact all or any of the following professionals, if considered necessary: paediatrician, psychologist, psychiatrist, neurologist, speech pathologist, occupational therapist, physiotherapist, social worker, DOCS case manager, Juvenile Justice Liaison officer, Department of School Education Home Liaison Officer, Principals or Teachers at previous schools.

The School reserves the right to seek any relevant professional reports, information or feedback about the child in writing.

The parent(s)/carer(s)/guardian(s) hereby also give permission for one of the above nominated professionals associated with the child, to release photocopies of relevant confidential reports or information about the child to the School.

A photocopy of this written permission, which is sent to the professional, is in fact regarded by the parent(s)/carer(s)/guardian(s) as an acceptable means of giving the professional the authority to release the relevant information or reports.

The parent(s)/carer(s)/guardian(s) understand that all such information will be treated by the School in the strictest confidence.

In summary, the parent(s)/carer(s)/guardian(s) hereby give unconditional permission for a professional associated with the child to disclose information about the child to the School, either verbally or in writing.

#### 1.7 Legal Advice

Before signing this legal document, if parent(s)/carer(s)/guardian(s) are unclear about any Term and Condition in this Enrolment Contract, the school advises the responsible persons to seek independent legal advice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed:

\_\_\_\_\_  
Signature(s) of parent(s)/carer(s)/guardian(s)

\_\_\_\_\_  
Principal (or Delegated Authority)

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Signature of witness

DL 27/09/2013

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Name and address of witness