



THE ENROLMENT PROCESS

1. CONTEXT & INTENDED AUDIENCE

This document contains a list of the key elements and procedures in The Joseph Varga School's enrolment process. Contents include the interview process, documentation required of parents, the offer of placement, and the enrolment contract.

The document is intended for the Principal who is primarily responsible for the enrolment determination process for the school, the bursar, and those staff that have responsibilities tied to the interview, supervision and enrolment of prospective/new students.

The enrolment process is conducted in terms of the *Disability Standards* outlined in 3.11.2 Policy: Enrolment – Disabilities, and 3.11.3 *Procedure: Disabilities Enrolment Guidelines*.

Some aspects of this enrolment process, including the contract, are currently under review that will implicate the redesign of some forms, procedures and the JVS Fee Structure.

2. ELEMENTS OF THE ENROLMENT PROCESS AT JVS

It is important that parents wishing to enrol their child at JVS are aware of the culture of the school, its education offerings, the terms on which their child is enrolled as a student, and the responsibilities of parents of children enrolled, before making a commitment.

This should help avoid subsequent disputes and help in eliciting from the parents queries and concerns which may be relevant to the child's future schooling.

2.1 The procedures for enrolment include the following elements:

2.1.1 An initial phone interview (vetting):

- The Bursar predominantly takes phone and email communication from interested parents.
- The Principal contacts parents and determines the needs of the child and whether the school's programs and ethos can meet these needs, or there is a 'match' between 'what the child needs' and 'what the school can offer'.
- The Principal ascertains the commitment of the parents/carers to work with the school to meet the student's needs
- The Principal makes a determination to invite the parents/carers and the student to the school for a fact-to-face interview (and if considered appropriate, an induction)

2.1.2 An initial request from JVS for documentation from parents/carers in preparation for the initial school interview:

- Past psychometric assessments conducted by a psychologist
- Past risk plans and assessment
- Any diagnoses determined by a medical practitioner/psychiatrist (including prescribed medication/s)
- Reports from therapists (such as psychologist, speech pathologist, occupational health, physiotherapist)
- Past school reports or other relevant documentation from specialists

2.1.3 Initial school interview with child and family:

- Student and family are shown around the school
- Child is asked to complete a few basic assessments in literacy / numeracy
- The Principal and/or delegated staff complete an initial risk assessment of the student as part of the interview process
- Staff are asked to supervise and interact with the student/s to gain an initial impression of capabilities/needs and provide feedback to the Principal
- Parents/carers are interviewed separate from student about the family unit, their child's development, strengths, needs, interests, experiences at other schools, interventions etc
- The Principal and/or delegated staff begin to complete an interim Individual Education Plan (IEP) for the child, noting the 'Adjustments' that may be required, in the event the parent/s are offered, and accept a placement for the child at the school. These 'adjustments' may occur in terms of the Academic, Emotional, Behavioural and Functional nature of the school's program, risk management, classroom organization, and in terms of the staff and the resources required.
- The Principal is aware that such 'Adjustments' must be thought about and organized before a placement is offered to the family.
- The Joseph Varga School offers placements to students who are 'in crisis' and have one or more diagnosed disorders and/or emotional/behavioural or specific learning/intellectual disabilities.
- The Principal advises the parent/s, carers and the child that all parties will have to commit to and sign 'The Pledge To Self-Improvement', if the child is offered a placement at the school.

This *Pledge* plays a vital role in the enrolment process, as the child is directly asked whether he or she is truly prepared to unconditionally commit to improve him/herself in all areas of education, including learning, behaviour, attitude and language.

The parent/s must also agree to support the school and this pledge, for it now underlies the school's priorities, policies and programs, and is encapsulated in the credo, mission statement and charter of the school, as endorsed by the Board of Directors of The Joseph Varga School.

- The Principal also points out that The Joseph Varga School is no longer being regarded, by other schools and referral agencies, as '*The Last School in Sydney that Problem Children May Go To*'.

Instead, JVS will only accept students who genuinely are prepared to commit to '*The Pledge To Self-Improvement*', which also essentially serves as an 'oath of allegiance' to the school's 'code of behaviour or conduct' that enables the child to become part of '*The Joseph Varga School Family*'.

This pledge can, for many children first enrolling at the school, be the first time they have ever been asked to commit to something, and be prepared to accept responsibility for this decision and commitment.

- The Principal also explains that all children enrolled at the school, including children who were enrolled at the school before the *Pledge* was introduced, are expected to commit to and sign the *Pledge*.
- The Principal further outlines to the parent/s that '*The Spirit of The Pledge*' can only ever be broken three times in any one term, before the breaking of the *Pledge* will result in an 'Individual Behaviour Contract', 'Suspension', or even 'Expulsion' of the child from The Joseph Varga School (see 3.6.41 *Policy & Procedures: Discipline*).
- If during the enrolment interview, the Principal considers it more appropriate for the parent/s or carer/s to enrol their child at another school, the Principal will advise the family of other special schools or educational settings that may be better equipped to cater for the particular student's needs.
- Fees discussion/explanation takes place between the Principal and the parents/carers of the prospective student.

2.1.4 The Enrolment Pack is provided to the parent/s, carer/s or guardian/s of a prospective student, considered appropriate by the Principal, in terms of a placement for their child at the school:

'THE ENROLMENT PACK' comprises:

(i) The Prospectus (see Appendix 1)

This document comprises such information as:

- History, philosophy and ethos of the school
- Academic courses
- Co-curricular activities
- School Organisation Information

(ii) Application Forms (see Appendix 2)

- '**The Enrolment Information Form**' requests:
personal information about both parents and the student;

details of special circumstances of the student that may need to be taken into account by the school (such as medical conditions, special needs, special gifts or talents, psychological test results, that may impact on the students education);

the completion of Behavioural Checklists by parent/s;

Declarations (e.g. confidentiality, overseas student),

the Attachments of Certain Documents (e.g. evidence of birth, citizenship, custodial agreements), and

the Completion of Certain Consent Forms (e.g. medication, local excursions, visiting local shops during school time).

- **The Financial Assistance Application Form** (means-testing declaration)

(iii) ‘The Pledge To Self-Improvement’ (see Appendix 3)

(iv) ‘School Fees Memorandum’ (see Appendix 4)

- Providing up to-date information regarding the fee structure of the school, comprising an **Application or Enrolment Fee** (non-refundable ‘processing fee’ or ‘servicing fee’ to the parents and child, prior to commencing enrolment) and **School Fees** (comprising e.g. Tuition, Stationery, Book, Sport, Camp Fees, and in some cases, Distance Education Fees)
- Details associated with the payment of fees are included in **The Enrolment Contract** (see Appendix 5)

(v) ‘The Enrolment Contract’ (see Appendix 5)

As a general rule, legal opinion suggests that ‘a term of a standard **Contract** will be void if it is **Unfair**.’

The distinctive features of ‘**The Enrolment Contract**’ include:

1.1 Rules & Regulations

1.2 School Fees

1.3 Cancelling Enrolment

1.4 Discipline

1.5 Emergencies

1.6 Authority To contact Professionals and/or Release Professional Information

1.7 Legal Advise

Other Relevant Conditions of Entry (conveyed verbally, but not necessarily fully included in **The Enrolment Contract**):

- A place for enrolment cannot be confirmed, until the school systematically completes its enrolment process, which includes parent(s)/carer(s)/guardian(s) signing the enrolment contract.

- The Joseph Varga School reserves the right to impose a condition on a new student's enrolment at the school that requires the family to agree to and 'signs off' on an **Individualized Behaviour Contract** for the new student (see 3.6.41 Policy & Procedures: Discipline).
- A Behaviour Contract, as a **Condition of Enrolment**, is only employed by the Principal, in specific cases where the student's behaviour is deemed a **High Risk** to self or others at the school.
- Such a decision is taken after a student's supporting documentation has been reviewed, and an initial risk assessment of the student has been completed.
- Such a 'behaviour contract' (which can be for a designated period of time) also becomes part of **The Enrolment Contract** with the school, so that the student is able to attend JVS.
- If a newly enrolled student seriously breaches the Behaviour Contract in his/her **First Term** at the school, on more than **Two Occasions**, he/she may be **Expelled** (instead of being 'Suspended' first), on the grounds of **Risk Management**.
- In this case, if either a parent/carer/guardian or the student refuses to sign the **Pledge** and the **Behaviour Contract**, then the school will not offer a placement.
- For all students, it is similarly a condition of enrolment that at any time, whilst the child is enrolled at the school, the school may request (without notice), given the risk to the child and to others, a **Current and Intensive Psychological or Psychiatric Assessment**, as a condition of the student's continuing enrolment.
- In the event that the parent/s cannot organise such an assessment quickly, the school reserves the right to temporarily 'Suspend' the student from attending the school, until such time as the assessment is completed, on the grounds of its Risk Management Policy.
- If the school decides to take this course of action, the school will supply work packages for use at home or elsewhere.
- Once the psychological/psychiatric assessment is conducted, and the report is submitted to the Principal, a further condition of the child being able to re-attend the school is imposed. This requires the formulation and implementation of a suitable new risk management plan, with parent/s and interested stakeholders. The plan also involves monitoring and review, on an ongoing basis.
- Along these lines, the school can impose another condition on the parent/s too. This may require that **The Child Undergoes Ongoing Psychiatric Intervention**, in order to stabilise the child's condition, regardless of whether new medication has, or has not, been introduced.
- If the Board of Directors of The Joseph Varga School, and/or The Principal believes that a mutually beneficial relationship of trust and cooperation between a parent and the school has broken down to the extent that it adversely impacts on that relationship, then the Principal in consultation with the Chairman of the Board of Directors may require the parent to remove the child from the school.
- The Joseph Varga School will only exercise its powers under this clause to '**Expel**' a pupil permanently, if it has provided the pupil and the parents, carers or guardians of the pupil with details of the conduct, and the opportunity to respond according to the tenets and procedures of **Procedural Fairness**.
- No remission of fees will apply in relation to this case.

(vi) 'Handbook of School Policies & Procedures' (see Appendix 6)

- Including details about:

'Student Responsibilities' and 'Expected Behaviours'

'Discipline' (addressing e.g. the 'Suspension', 'Expulsion' and 'Exclusion' of students)

'Behaviour Management and Response'

'Restraint Methods'

'Attendance'

in order to make the policies and procedures transparent and comprehensible to the parents

(vii) Individual Information Sheets (see Appendix 7)

- Taxi Applications
- Advice on possible future amendment of programs and activities
- The procedures parent/s or carer/s need to follow when dealing with absences from school because of sickness etc
- Requirements of the school relating to behaviour of students
- Uniforms (including costs)
- Notice of withdrawal of the student from the school
- Permission for urgent hospital or medical treatment
- Responsibility for care of personal belongings
- Requirement to take part in school activities
- Future amendments to terms and conditions of enrolment
- Responsibility of parents to regularly advise the school of change of address, contact numbers & emergency contact details
- Sports and Excursions
- Permission Slips

2.1.5 The Principal, after the Family Interview, Conducts further Investigations into The Suitability of the Student for Placement at The Joseph Varga School:

- The Principal follows up the request by JVS for further information from the child's previous schools (see Appendix), including all details about specific incidents that may have occurred at these schools, as well as risk management plans that may have been implemented.
- The Principal, in conference with the likely teacher of the child intending to enrol at JVS, works on the Individual Education Plan, the 'Adjustments' required, the Risk Management

Plan, and in some cases, the Behaviour Contract, for the child, if he/she was to be enrolled at JVS.

- The Principal may seek further advice from specialists, stakeholders, and the AIS, before formulating a Preliminary Decision about offering a placement to the parent/s, carer/s or guardian/s of the prospective JVS student.
- If The Joseph Varga School declines to enrol a student with a disability, it realizes that it must be able to justify why it is unable to meet that student's needs, without imposing 'unjustifiable hardship', having regard to the student's current condition and prognosis.
- Before making a Final Decision about the placement offer, or before declining an application for enrolment, The Joseph Varga School communicates the Preliminary Decision to the family, and invites their input to the school, and again requests 'full disclosure' about all pertinent details from the family. (The onus, in some circles, is on the school to demonstrate why it is declining the enrolment.)
- In the case of the family being offered a placement, the Principal discusses the Ongoing Collaborative Planning Process (involving school, home, experts, stakeholders) the school will use to manage issues that may arise about the child, with the family.
- The Joseph Varga School provides a Review Mechanism or Grievance Process (see 3.6.35 Policy & Procedures: Grievances & Complaints) for dealing with any issues or disputes between the family and the school that may arise about any decisions made about the child.

2.1.6 Offer of Placement:

- The Principal, in due course, sends an 'Offer of Enrolment' to the parent/s, carer/s or guardian/s of the student, with certain conditions of entry included, along with the Student Fee amount, structure and terms of payment.

2.1.7 Acceptance of Offer

- If the parent(s)/carer(s)/guardian(s) accept the offer, they are required to immediately pay the Application or Enrolment Fee to the Bursar (in order for the placement to be held for the child, until such time as all relevant forms, agreements and documentation [see The Enrolment Pack] have been returned to the school).
- The parent(s)/carer(s)/guardian(s) must also sign and return The Letter Of Acceptance, as well as return and sign all relevant forms, particularly The Enrolment Contract, and Attachments, as soon as possible, but in no later than seven days from the date of the original offer.
- To repeat, a placement is not secured until parents/carers/guardians have paid the required (non-refundable) Application or Enrolment Fee.

2.1.8 Waiting List

- If The Joseph Varga School has a full roll (i.e. 35 students, depending on the profile of the students enrolled at any one time), or the current cohort/class in which the interested child would be placed, is full, the student can be placed on an enrolment waiting list.
- The 'Offer of Enrolment' letter, in this case, may state that while a placement is not currently available to a family, parents/carers/guardians can place their child on the school waiting list.

- Placement on the waiting list is again ordinarily secured by the payment of the Application or Enrolment Fee, though this does not guarantee the commencement of enrolment, on a particular date, even if a student is at the top of the waiting list.
- The Principal will in all cases make a final determination about when the child may be enrolled and placed in a particular class, after consulting staff about whether the needs of the child align with the nature of the teacher and the resources/space available in the class.

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