

Deed of Amendment

between

**The State of Queensland through the
Department of Education and Training**

and

**The Corporation of the Roman Catholic
Bishops of Queensland (trading as the
Queensland Catholic Education Commission)**

and

**The Association of Independent Schools of Qld
Inc**

**Dual Enrolment and Special Education
Services to Non-State Schools Sector.**

08 December 2008 – 24 December 2011

Deed of Amendment

THIS DEED OF AMENDMENT is made on the 25 day of May 2011

BETWEEN: The STATE OF QUEENSLAND through the Department of Education and Training ABN 76 337 613 647 ("DET");

AND: THE CORPORATION OF THE ROMAN CATHOLIC BISHOPS OF QUEENSLAND (trading as the Queensland Catholic Education Commission) ABN 57 525 935 419 ("QCEC");

AND: THE ASSOCIATION OF INDEPENDENT SCHOOLS OF QLD INC ABN 88 662 995 577 ("ISQ").

BACKGROUND

- a. On 19 December 2008 DET (as it is now known), QCEC and ISQ executed a Deed of Agreement in relation to Dual Enrolment and Special Education Services to Non-State Schools Sector ('Original Deed').
b. The parties have agreed to amend the terms of the Original Deed in accordance with this Deed of Amendment.

THE PARTIES AGREE AS FOLLOWS:

1. Amendment

The Original Deed is deleted and replaced with the Deed set out at Annexure A.

2. Defined terms

Except as otherwise provided, the terms defined in the Original Deed have the same meaning when used in this Deed of Amendment.

3. Governing law

This Deed is governed by and is to be construed in accordance with the law in force in the State of Queensland. The parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

EXECUTED as a Deed.

Signed, sealed and delivered for and on behalf of the STATE OF QUEENSLAND) by Julie Grantham, Director-General, Department of Education and Training, a person duly authorised this 25 day of May 20 11 in the presence of

Witness

Signed, sealed and delivered for and on behalf of the Corporation of the Roman Catholic Bishops of Queensland by Michael J BYRNE, who is duly authorised this 25th day of May 20 11 in the presence of

Witness

Signed, sealed and delivered for and on behalf of the Association of Independent Schools of Qld Inc by DAVID ROBERTSON, who is duly authorised this 25th day of MAY 20 11 in the presence of

Witness

[Signature of Julie Grantham]

[Signature of Michael J Byrne]

[Signature of David Robertson]

Annexure A

THIS DEED OF AGREEMENT is made

BETWEEN: The **STATE OF QUEENSLAND** through the Department of Education and Training ABN 76 337 613 647 ("DET");

AND: **THE CORPORATION OF THE ROMAN CATHOLIC BISHOPS OF QUEENSLAND** (trading as the Queensland Catholic Education Commission) ABN 57 525 935 419 ("QCEC");

AND: **THE ASSOCIATION OF INDEPENDENT SCHOOLS OF QLD INC** ABN 88 662 995 577 ("ISQ").

BACKGROUND

- a. This document details an agreement between **DET**, **QCEC**, and **ISQ**.
- b. It represents the understanding of each sector in relation to the provision by **DET** of dual enrolment and special education services to Non-State Schools.
- c. This document supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Deed.
- d. The primary objective of this Deed is to clarify the roles and responsibilities of the parties for the benefit of clients and stakeholders.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1. In the Deed the following definitions apply:

"**Business Day**" means a day (other than a Saturday, Sunday, public holiday) on which banks are open for business in Queensland;

"**Compulsory School Age**" has the meaning given to it in the *EGPA*;

"**Deed**" means this document and the Schedules to it;

"**Deed of Amendment**" means the document executed by the parties on 25 May 2011 which amends the original terms of the Deed.

"**EGPA**" means the *Education (General Provisions) Act 2006* (Qld);

"**Funds/Funding**" means the monies supplied under this Deed in the amount specified in 4.1.3;

"**Non-State School**" has the meaning given to it in the *EGPA*;

"**QDEC Committee**" means the Queensland Disability Education Committee already established by DET, QCEC, and ISQ to promote and maintain a cooperative approach across the education sectors for the provision of educational services to students with disabilities;

"**Personal Information**" has the meaning given to that term in s 426 of the *EGPA*;

"**Prep**" has the meaning given to the term 'preparatory year' in the *EGPA*;

"**Program**" means the programs described in Schedule A;

"**Service**" means the services described in Schedule B together with any supplies or materials incidental to the services;

Deed of Agreement

"Service Material" means all material including but not limited to documents, computer software, and data stored by any means which is created by or on behalf of the Service Provider for the purpose of developing, co-ordinating or providing the service; and

"Special Education" has the meaning given to it in the *EGPA*;

"Special Education Program" means a grouping of specialist teachers with experience and/or qualifications in dedicated areas of specialisation to support the educational program of students with disabilities;

"Special education services" has the meaning given to it in clause 4.2 and should be read in accordance with the operating principles set out in Schedule B;

"Special School" has the meaning given to it in the *EGPA*;

"State" means the State of Queensland; and

"State School" has the meaning given to it in the *EGPA*.

1.2. In this Deed:

- a. a covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally;
- b. a reference to a person includes corporations and vice versa;
- c. the singular includes the plural and vice versa;
- d. a reference to a gender includes all genders;
- e. where there is an inconsistency between a Schedule and a clause in this document, the clause prevails to the extent of the inconsistency;
- f. the parties include their successors and permitted assigns in business and title;
- g. if any act is required to be performed on a day that is not a Business Day, the act shall be performed on the first Business Day after that day;
- h. a reference to a clause, schedule, or attachment is a reference to a clause, schedule, or attachment to the Deed and includes any amendment to same made in accordance with the Deed;
- i. clause headings are for convenience only and shall not be taken into consideration in the interpretation or construction of this Deed; and
- j. a reference to "dollars" or "\$" is to an amount in Australian currency.

2. TERM

The term of this Deed shall commence on execution of the Deed of Amendment and expires on 24 December 2011.

3. PRINCIPLES

The parties acknowledge that the following principles will apply to the Programs and Services delivered under this Deed:

3.1. This Deed is principally motivated by the need to deliver quality education services to children and students with disabilities in Queensland. The parties also acknowledge that effective co-ordination of their resources and efforts offers potential benefits for service users of each sector and the broader community.

3.2. The parties accept their obligations to respond to the educational needs of children and students with "disabilities" as defined under the *Disability Discrimination Act 1992* (DDA), and subordinate legislation *Disability Standards for Education 2005* (DSE). The DDA and DSE provide a framework to ensure that students with disability are able to access and participate in education on the same basis as other students. References in this Deed to "disability" or "disabilities" should be read in accordance with the meaning given to those terms in the DDA and DSE.

3.3. This Deed is entered into in the spirit of collaboration that exists between the State and Non-State Schooling sectors and on the understanding that the financial costs associated with the provision of a dual enrolment program (see clause 4.1.3) will be met by the relevant Non-State School sector (in the case of ISQ, by the relevant member school) and not by individual parents.

4. SCOPE OF DEED

Deed of Agreement

The scope of this Deed is limited to the provision of the following special education services and programs to Non-State Schools. Operating principles for each of these provisions are outlined in Schedule A and Schedule B. The Funding arrangements to which the parties agree for the dual enrolments are as set out in clause 4.1.3.

4.1. Dual enrolment programs

The parties acknowledge the following:

4.1.1

- (a) The Minister for Education and Training (the Minister) approved the provision of a limited number of dual enrolment programs between State Schools and Non-State Schools for students with a disability who have been identified through the Education Adjustment Program (EAP) (see clause 4.3) as requiring significant educational support.
- (b) The dual enrolment programs available to eligible students are specifically:
 - dual enrolment in both a State School Early Childhood Development Program (ECDP) and a Non-State School Prep Year program, or
 - dual enrolment in both a State Special School and a Non-State School
- (c) Where:
 - (i) DET forms the view that neither of the two options set out at (b) above are practically available in respect of a particular non-state school student (for example, because the student is located in a rural or remote area); and
 - (ii) either QCEC or ISQ request, on the student's behalf, that DET permit the student to enrol in a State School's Special Education Program,

DET may permit the relevant student to enrol at the State School to access the Special Education Program. That is, DET may allow dual enrolment in both a State School, for the purposes of participating in a Special Education Program, and a Non-State School on a case by case basis.

- (d) The parties acknowledge that DET's consent to the arrangement as set out in (c) above depends on, among other things, the capacity of the relevant State School to permit further enrolment in accordance with its Enrolment Management Plan and or Effective Enrolment Eligibility Plan, both as defined in the *Education (General Provisions) Act 2006* (Qld).
- (e) QCEC and ISQ acknowledge that, if a student in the sector for which they are responsible, is permitted to effect a dual-enrolment in accordance with (c), either QCEC or ISQ, as applicable, agree to inform the student's parent (or, in the case of ISQ, encourage the relevant member school to inform the student's parent) of their obligations under s 176 of the *Education (General Provisions) Act 2006* (Qld) in respect of the student's attendance obligations at the State School.
- (f) For the avoidance of doubt, each dual-enrolment in accordance with (c) will count as a separate student enrolment for the purposes of s 4.1.3 below.

4.1.2 Exceptions to this Deed are:

- dual enrolments between a State School and Autism Queensland or a State School and The Glenleighden School; and
- dual enrolments between a State School and a Non-State School that were established prior to December 2008.

4.1.3 Dual enrolment programs will be provided by DET to the Non-State School sectors at no cost when the combined total of dual enrolments across the Non-State School sectors does not exceed 80 individual student enrolments in any one school year.

The dual enrolment numbers will be calculated on individual student head count using the *Notification of Dual Enrolment: ECDP or Special School* form (see Schedule A). A copy of this notification form, signed by both the Principal of the State and the Principal of the Non-State School, will be sent via the Principal Education Officer – Student Services to Student Services Branch for collection.

Deed of Agreement

Where the combined total of dual enrolments across the Non-State School sectors reaches more than 80 individual student enrolments a fee of \$1000 per enrolment will be payable by the relevant Non-State School sector to DET within 30 days of receiving an invoice for that fee from DET.

- 4.1.4 The special education programs that will be provided by DET through Education Queensland (EQ) will be delivered in an ECDP (see above at 4.1.1), or Special School for students who meet the criteria for entry as outlined in DET's policies *SMS-PR-027 Enrolment in State Primary, Secondary and Special Schools*, *SMS-PR-015 Early Childhood Development Programs and Services for Children with Disabilities – Prior to Prep* and subject to the enrolment limitations in 4.1.2 above or in a State School nominated by DET for the purposes of s 4.1.1(c) and (d) above.

4.2. Special education services

The term '*special education services*' refers to support provided to [State or Non-State] Schools by centrally located units and/or regionally-based itinerant staff with specialist knowledge and skills. The parties acknowledge and agree that the special education services that are the focus of this Deed include:

4.2.1. **Advisory visiting teacher service**

Advisory Visiting Teachers (AVTs) are teachers with specialist knowledge and skills, which support the educational programs of students with disabilities whose specialist educational support needs, have been verified or identified as requiring educational adjustments through the EAP. This service is available to students whose educational needs have been verified in the EAP disability categories of Hearing Impairment (HI), Physical Impairment (PI), and/or Vision Impairment (VI).

4.2.2. **Disability Services Support Unit**

The Disability Services Support Unit (DSSU) is a service area within DET. DSSU services are designed to enhance and facilitate inclusive education practices through the provision of specialised support to staff who support students with disabilities.

DSSU services that are available to students with disabilities, including those enrolled in Non-State Schools, are detailed below:

4.2.2.1. **Loans facility**

DSSU administers a state-wide loans facility. This facility comprises both short-term and long-term loan collections of specialised resources and equipment for use with students with disabilities.

4.2.2.2. **Alternative format production and resources**

Alternative format resources are produced upon request for students with VI. This includes a Braille transcription service for the production of curriculum textbooks in Braille, tactile storybooks and kits are produced for young children with vision impairment and the production of resources in audio format.

4.2.2.3. **Orientation and Mobility**

Orientation and Mobility services are provided by specialist staff to students with VI, parents, and school staff.

4.2.2.4. **Paediatric Low Vision Clinic**

The Paediatric Low Vision Clinic (PLVC) is a direct support service to students with VI. The service provides a range of specialised vision assessments, support, and information to students with VI, their families, and specialist support staff.

4.2.2.5. **Vision Impairment Technical Services**

A DSSU Technical Officer provides a state-wide service for specialist equipment and technology designed to support students with VI.

Deed of Agreement

This technical support includes site visits for equipment repairs and professional development for local technical officers on software and hardware installation and configuration requirements for specialised programs.

4.3. Education Adjustment Program Processes (EAP)

The EAP is a process used by DET to identify, record and respond to the educational needs of students with disabilities who have significant educational support needs.

QCEC and ISQ have a separately administered EAP and process for students with disabilities enrolled their respective sectors.

The EAP processes (verification, profile submission, and validation) for students with a hearing, physical and/or vision impairment enrolled in a Non-State School are jointly managed by QCEC, ISQ, and DET. Specifically DET provides the following specialist support with EAP processes to the Non-State Schooling sectors:

- confirming that a diagnosis or specialist assessment and the associated activity limitation and participation restriction meet the departmental criteria for hearing, physical and/or vision impairment as recognised and defined by DET;
- evaluating the quality of evidence according to departmental criteria for disability-hearing, physical and/or vision impairment;
- submitting profile data to AIMS database;
- ensuring that the data obtained through the EAP process for students with a hearing, physical and/or vision impairment is valid and reliable;
- assuring the accuracy of adjustments for students with hearing, physical and/or vision impairment is being recorded by schools on current approved EAP profiles;
- assuring consistency in recording education adjustments on EAP profiles for students with hearing, physical and/or vision impairment are maintained over time and across school settings.

5. CONFIDENTIALITY

The parties acknowledge the following:

- 5.1 Liaison and consultation across the State, Catholic and Independent education sectors, with relevant staff, parents, or external agencies, will be essential in ensuring consistency and continuity of the Programs and Services which are the subjects of this Deed. This communication must occur with respect for the confidentiality of the student's Personal Information.
- 5.2 Without limiting its terms in any way, section 426 of the *EGPA* is a confidentiality provision that prohibits unauthorised recording, use, and disclosure (including giving access to) of Personal Information about past, present and prospective students of a State School or Non-State School gained by State School or Non-State School employees in an official capacity.
- 5.3 Personal Information about a student required to be recorded, used, or disclosed for the purposes of this Deed will only be recorded, used, or disclosed by the relevant State School employee or Non-State School employee:
 - 5.3.1 with the consent of the person to whom the information relates. For the purposes of this Deed, the parties agree that, where possible, consent should be obtained from both student and parent;
 - 5.3.2 with the consent of the person's parent if the person is a student unable to give consent;
 - 5.3.3 with written consent of the relevant chief executive, if he or she is reasonably satisfied that the recording, use or disclosure is necessary to assist in averting a serious risk to the life, health or safety of a person, which includes the person to whom the information relates or another person;
 - 5.3.4 with written consent of the relevant chief executive if he or she is reasonably satisfied that the recording, use, or disclosure is in the public interest;
 - 5.3.5 in compliance with lawful process requiring production of documents or the giving of evidence before a court or tribunal;
 - 5.3.6 for a purpose of the *EGPA*;
 - 5.3.7 where the disclosure of the information is permitted or required by another Act.

Deed of Agreement

6. WITHDRAWAL AND ALTERATION OF SERVICES PROVISION

- 6.1. DET reserves the right to withdraw some or all of the Services and associated Funding where, in its opinion, this is necessary due to a change in State or Commonwealth policy or legislation.
- 6.2. Any proposed variations to this Deed will be raised at meetings of and discussed by the QDEC Committee.
- 6.3. The parties will forward recommendations for variation to the terms of this Deed to Assistant Director-General Student Services (DET), Executive Director (QCEC), and Executive Director (ISQ) of the respective parties.
- 6.4. Any variations to this Deed must be agreed to in writing, by deed and signed by all parties in order to be effective.

7. COMMUNICATION AND DISPUTE RESOLUTION

7.1. Communication

The nominated representatives of each party will administer this Deed collaboratively. The QDEC Committee will be able to fulfill these communication and dispute resolution objectives through its role in the promotion and maintenance of a cooperative approach across the education sectors for the provision of educational services to students with disabilities, and the exploration and development of new effective and efficient approaches relevant to the delivery of educational support services to students with disabilities across all three educational sectors.

QDEC Committee meetings occur four times a year and provide an opportunity to exchange requested information and clarify any emerging difficulties noted by the relevant sectors. At each of the QDEC meetings the following data will be provided to QCEC and ISQ as requested and subject to the parties' compliance with clause 5 of this Deed, ISQ and DET's compliance with s 426 of the *EGPA* and DET's compliance with IS42:

7.1.1. Data from Adjustment Information Management System (AIMS) covering the following:

- 7.1.1.1. Verification
- 7.1.1.2. Education Adjustment Program Profile Statistics
- 7.1.1.3. Student Lists Per Centre

7.1.2. Current database of AVTs for Hearing, Vision and Physical Impairment across each region.

7.2. Dispute Resolution

Where a dispute or alleged default arises under this Deed all parties agree to the following:

- 7.2.1. the parties will attempt to solve the particular dispute by participating in an initial negotiation on the matter in dispute at the local level (i.e. school, district, region, diocese);
- 7.2.2. If the matter is not resolved at the local level, the matter will be referred for discussion between directors selected by each of the respective parties;
- 7.2.3. If the matter remains unresolved at the director level, the matter will be referred for discussion between the Assistant Director-General (DET), Executive Director (QCEC) and Executive Director (ISQ) of the respective parties; and
- 7.2.4. If the matter continues unresolved for 30 days, the parties agree to commence an alternative dispute resolution process (such as mediation, conciliation or independent expert determination) within seven (7) days of reaching the 30th unresolved day;
- 7.2.5. The rules governing any alternative dispute resolution procedure adopted by the parties will be as recommended by Dispute Resolution Services, a service of the Bar Association of Queensland conducted through Barristers Services Pty Ltd (ACN 010 881 482);
- 7.2.6. During the time when the parties are attempting to resolve the matter, the parties must continue to comply with the Deed.

8. SEVERABILITY

Any provision of this Deed which is illegal, void or unenforceable is only ineffective to the extent that it is illegal, void or unenforceable and does not invalidate the remaining provisions.

9. WAIVER

A party can only waive a right under this Deed by notice in writing to each other party.

Deed of Agreement

10. RELEASE AND INDEMNITY

- 10.1. QCEC and ISQ acknowledge and agree that, to the extent permitted by law, they will each be jointly and severally liable for loss or damage (including personal injury whether or not resulting in death) suffered by DET, its officers, servants or agents, arising from the unlawful or negligent acts or omissions of QCEC and/or ISQ, their officers, servants or agents, in the course of accessing or doing anything in connection with the Programs or Services set out in this Deed.
- 10.2. QCEC and ISQ each release and indemnify DET, its officers, servants and agents from and against all actions whatsoever and howsoever arising which may be brought or made against DET by any person (including either or both of QCEC and ISQ) arising from:
 - 10.2.1. any wilful or negligent act or omission of QCEC or ISQ or any person for whose conduct one of those parties is liable;
 - 10.2.2. any unlawful or negligent act or omission of the visitors, invitees, or licensees of QCEC or ISQ;
 - 10.2.3. death, injury, loss or damage suffered by QCEC, ISQ, their officers, servants, agents, visitors, invitees or licensees, except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of DET, its officers, servants or agents.

11. ENTIRE AGREEMENT

This Deed (including the schedules and any variations made in accordance with the Deed) constitutes the entire agreement between the parties in relation to the subject matter of the Deed.

12. GOVERNING LAW

This Deed is governed by and is to be construed in accordance with the law in force in the State of Queensland. The parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

13. NOTICES

- 13.1. Any notice, application, request or consent ("notice") required to be made or given under this Deed will not be valid unless it is in writing and forwarded to the following respective addresses:

- 13.1.1. for DET:

Executive Director, Student Services
Department of Education and Training
PO Box 15033
City East QLD 4002
Fax: (07) 32370432
Email: studentserv.support@deta.qld.gov.au

- 13.1.2. for QCEC:

Executive Director
Queensland Catholic Education Commission
GPO Box 2441
BRISBANE QLD 4000
Fax: (07) 33369305
Email: director@qcec.catholic.edu.au

- 13.1.3. for ISQ:

Executive Director
Independent Schools Queensland
PO Box 957
SPRING HILL QLD 4004
Fax: (07) 32281575
Email: office@aisq.qld.edu.au

- 13.2. A notice will be deemed to have been given:
 - 13.2.1. if sent by prepaid mail, on the Business Day following its posting;
 - 13.2.2. if delivered, on the date of delivery; or

Deed of Agreement

- 13.2.3. if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine; or
- 13.2.4. if emailed, upon a return email advising of delivery of the successful delivery of the message.

Schedule A

Operating Principles for the Delivery of Special Education Programs to Non-State School Students with a Disability¹

Context

It is vitally important for parents and students that we, the parties to the Deed, conduct our relationships in good faith. In discussing a dual enrolment option that may be available for a particular student it is expected that each party will demonstrate respect for persons by adopting a consultative approach to decision-making, informing parents of their rights, entitlements and responsibilities, and fulfilling a duty of care to others.

- These operating principles apply only to dual enrolment programs between a State School and Non-State School for a student with a disability who has been identified as requiring significant educational support. The dual enrolment programs are specifically:
 - dual enrolment in both a State Early Childhood Development Program (ECDP) and a Non-State School Prep Year program, or
 - across a State Special School and a Non-State School
 - dual enrolment in both a State School (Special Education Programs only) and a Non-State School in accordance with s 4.1.1(c) above.

The operating principles **do not** apply to dual enrolment programs between Autism Queensland and a State School, or The Glenleighden School and a State School.

Procedures

1. Early Childhood Development Program:

A dual enrolment for a student with a disability enrolled in a Prep year program may be considered where:

- i. concurrent enrolment is sought by parents for a dual enrolment between a Early Childhood Development Program and Non-State School Prep year program and
- ii. the student's identified needs are consistent with the eligibility criteria and prioritisation of access process as outlined in *SMS-PR-015 Early Childhood Development Programs and Services for Children with Disabilities - Prior to Prep* and
- iii. parents and both school principals (State and Non-State) are in agreement about the dual enrolment arrangements (i.e. days of week, duration of program).

IMPORTANT: *In the event that parents and/or Prep school staff seek to repeat the Prep year of a student in a dual enrolment, prior discussion and approval must be sought via the Head of Special Education Services for the ECDP if ongoing dual enrolment in the ECDP is sought.*

2. Special School:

A dual enrolment for a student of Compulsory School Age with a disability may be considered where:

- iv. concurrent enrolment is sought by parents for a dual enrolment between a State Special School and a Non-State School and
- v. the student's identified needs are consistent with the eligibility criteria ²as outlined in *SMS-PR-027: Enrolment in State Primary, Secondary and Special Schools* and
- vi. parents and both school principals (State and Non-State) are in agreement about the dual enrolment (i.e. days of week, duration of program).

3. State School Special Education Program:

A dual enrolment for a student of Compulsory School Age with a disability may be considered where:

¹ The term 'disability' in the context of these operating principles refers to verification of student need in one or more of the six disability categories as recognised and defined by Education Queensland through the Education Adjustment Program (EAP).

² Eligibility for enrolment in a special school will depend on a number of factors relating to student needs and available levels of support, taking into consideration:

- all curriculum, mobility, social skills, personal care and communication needs;
- all supporting documentation from medical practitioners and other health and education professionals; and
- specialist nature of individualised program requiring high frequency adjustments to ensure student access to curriculum and achievement of learning outcomes.

Further information regarding eligibility for enrolment in a special school is available in the *SMS-PR-027: Enrolment in State Primary, Secondary and Special Schools* policy at <http://education.qld.gov.au/strategic/eppr/students/smspr027/>

Deed of Agreement

- vii. concurrent enrolment is sought by parents for a dual enrolment between a Early Childhood Development Program and Non-State School Prep year program, or a State Special School and a Non-State School, but DET considers neither option is practically viable and
- viii. the student's identified needs are consistent with the eligibility criteria and prioritisation of access process as outlined in *SMS-PR-015 Early Childhood Development Programs and Services for Children with Disabilities - Prior to Prep* or the student's identified needs are consistent with the eligibility criteria³ as outlined in *SMS-PR-027: Enrolment in State Primary, Secondary and Special Schools* and
- ix. parents and both school principals (State and Non-State) are in agreement about the dual enrolment arrangements (i.e. days of week, duration of program).

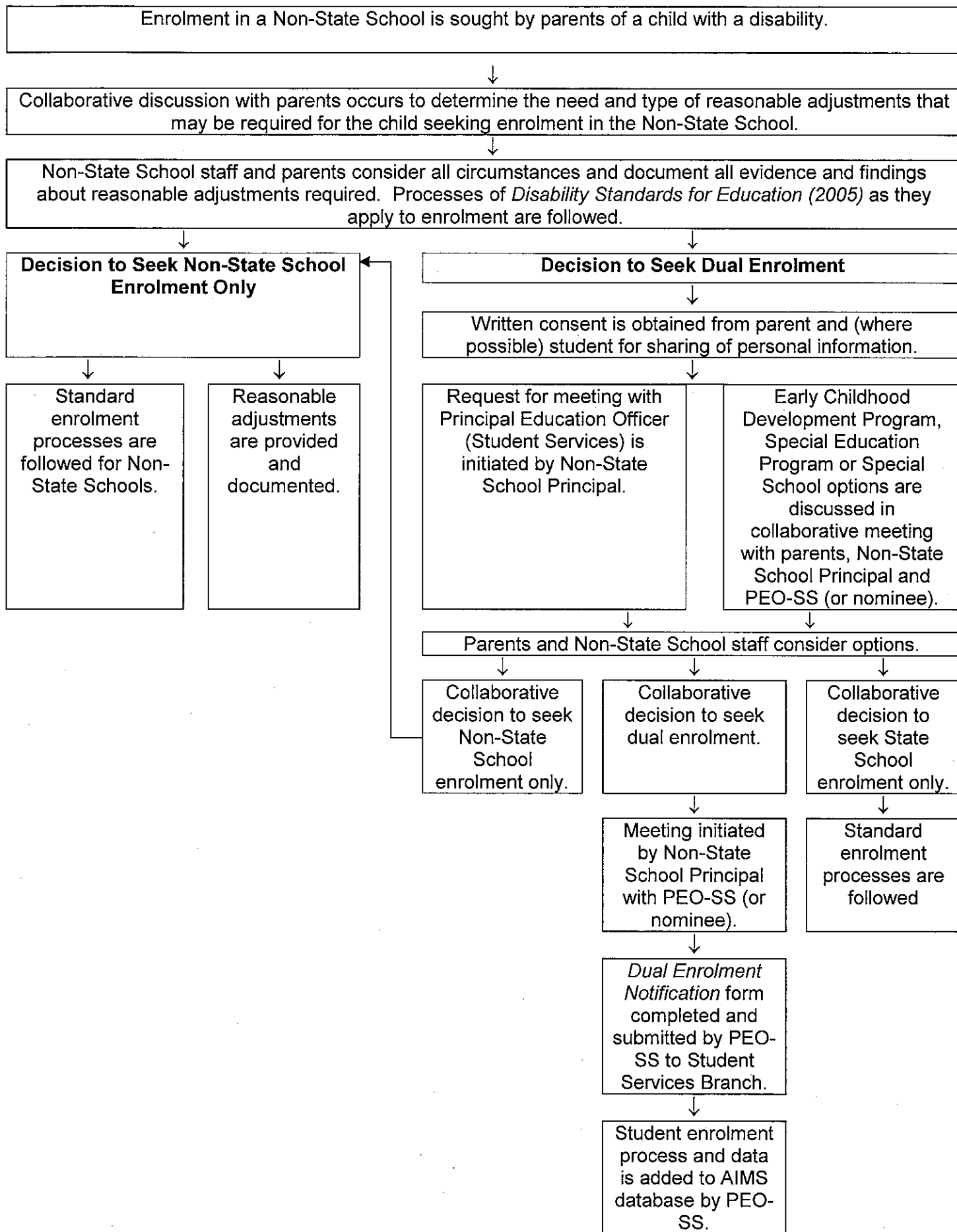
A flow chart detailing the actions and procedures required for organising a dual enrolment program is provided over page.

³ Eligibility for enrolment in a special school will depend on a number of factors relating to student needs and available levels of support, taking into consideration:

- all curriculum, mobility, social skills, personal care and communication needs;
- all supporting documentation from medical practitioners and other health and education professionals; and
- specialist nature of individualised program requiring high frequency adjustments to ensure student access to curriculum and achievement of learning outcomes.

Further information regarding eligibility for enrolment in a special school is available in the *SMS-PR-027: Enrolment in State Primary, Secondary and Special Schools* policy at <http://education.qld.gov.au/strategic/eppr/students/smspr027/>

Actions Flow Chart: Dual Enrolments



Deed of Agreement

Dual Enrolment Notification

TO: SENIOR ADVISOR, DISABILITY POLICY, STUDENT SERVICES
FROM: PRINCIPAL EDUCATION OFFICER, STUDENT SERVICES <insert name of District/Region>
SUBJECT: NOTIFICATION OF DUAL ENROLMENT BETWEEN A STATE AND NON-STATE SCHOOL
DATE:

Student details

Table with 4 columns: Student's family name, Student's given names, Student's address, Date of birth, EQ ID number, AIMS ID number.

Mandatory dual enrolment details (To be eligible for dual enrolment the PEO SS must be satisfied that all parties were consulted)

Table with 2 columns: Yes/No checkbox, Description of dual enrolment scenarios (e.g., non-state school and DET early childhood development program).

Issues considered by PEO SS (Consider student support needs as well as details, duration and reason for dual enrolment)

Text area for issues considered by PEO SS, and checkboxes for Modified Form D completed and Information entered in AIMS.

Summary of dual enrolment details

Table with 3 columns: School details (Name, Address, Principal's name), Year level, Student FTE, Signature for both state and non-state schools.

Individuals consenting to the dual enrolment

Table with 2 columns: Individual (Parent, PEO SS) and Signature.

When completed, with all details entered onto the form and all four signatures collected, please scan into TRIM. Save as Incoming Correspondence in TRIM and move location to Senior Policy Advisor 02 SS Disability.

TRIM:

Schedule B

Operating Principles for the Delivery of Special Education Services to Non-State School Students with a Disability

1. ADVISORY VISITING TEACHER (AVT) SERVICE

Context

The main role of the AVT is to support school staff in enabling students with disabilities to maximise their access and participation in the curriculum. The way this is achieved will vary from district to district and from school to school.

AVT services for students with vision impairment, hearing impairment and/or physical impairment are provided to Non-State Schools upon request. AVT service is provided on the basis of verification of a student's specialist education needs arising from the impairment⁴.

The following factors are taken into account when prioritising the actual support provided to individual students with disabilities:

- Education Adjustment Program (EAP) profiled level of specialist educational support required as a result of the disability;
- requests from school, student, or parents;
- geographical location of the student;
- current caseload.

AVTs are school-based and are accountable to and under the direction of the State School principal or delegate to whom the officer is assigned. Specialist services may be provided through professional development activities, on-line, via telephone or through face to face consultation.

Procedures

Education Queensland

Each DET region (see: <http://education.qld.gov.au/schools/maps/>) is responsible for establishing processes for the allocation of AVT services that ensure the equitable distribution of and access to these services. This includes processes for prioritising services, service agreements, and management principles.

Regions are responsible for establishing procedures for the management, professional supervision, and secondment of AVTs and communicating these arrangements to schools in their region.

These services are also provided to the Non-State School sectors for teachers seeking support for students with special educational needs verified in one or more of HI, VI, or PI categories. The model of service provision available to Non-State Schools will be consistent with that available to the State Schools in the relevant region.

A flowchart detailing the action required in arranging the provision of AVT services to the Non-State School sector is provided.

Non-State Schools

Each sector is responsible for communicating these operating principles and procedures for accessing AVT services from DET.

Each Non-State School principal is responsible for referring eligible students to the AVT service via the DET Principal Education Officer–Student Services (PEO-SS) in their local area. The *Advisory Visiting Teacher Referral for Non-State Schools* form must be submitted **annually**, with appropriate documentary evidence to support the referral. Please see over page for the referral form.

A flowchart detailing the actions required in arranging the provision of AVT services to the Non-State School sectors is provided over page.

⁴ The Education Adjustment Program (EAP) is an EQ process for identifying and responding to the educational needs of students with disabilities. The EAP supports schools to identify students (from Prep-Year 12) who meet criteria for the EAP disability categories, and report the associated educational adjustments schools are providing to meet the teaching and learning needs of these students.

Deed of Agreement

Advisory Visiting Teacher Referral for Non-State Schools

TO: PRINCIPAL EDUCATION OFFICER, STUDENT SERVICES
FROM: PRINCIPAL, <insert name of non-state school>
SUBJECT: REFERRAL FOR ADVISORY VISITING TEACHER SERVICE TO NON-STATE SCHOOL
DATE:

Referral details

Date: School: Centre Number:
Child's family name:
Referring officer: Position:
Telephone number: Email address:

Mandatory referral criteria (to be referred, both criteria must have a 'yes' response and documentary evidence provided with referral)

- Yes Student has been verified through the Education Adjustment Program as having a disability.
- Yes Student has a vision, hearing, and/or physical impairment.

Summary of relevant information

Date of birth:
Year Level:
Class teacher/s:

Referral to other services (e.g. Cerebral Palsy League Queensland, Guide Dogs for the Blind Association of Queensland)

Type of service: Date referred:
Type of service: Date referred:

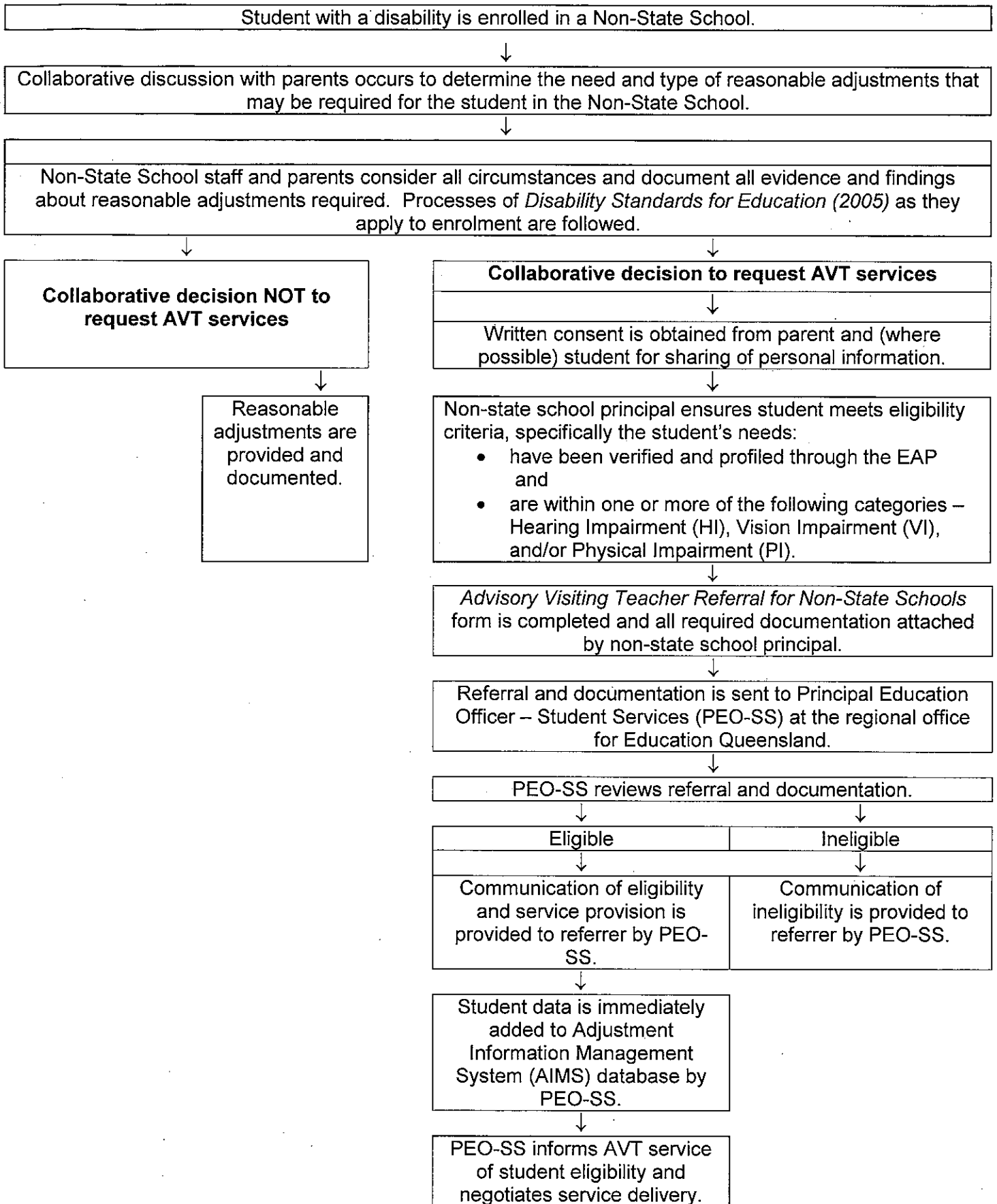
Issues for consideration by Principal Education Officer – Student Services (identify key issues for consideration)

Individuals informed of referral

Date parent informed	Name/s of those informed:
Date student informed (where applicable)	Name/s of those informed:
Reason if not informed:	
Date Advisory Visiting Teacher informed	Name/s of those informed:
Reason if not informed:	

Deed of Agreement

Actions Flow Chart Provision by DET of AVT Services to Non-State Schools



2. DISABILITY SERVICES SUPPORT UNIT (DSSU)

Context

The role of the DSSU is to enhance and facilitate inclusive education practices. This work involves supporting specialists who work directly with teachers and students with disabilities to ensure that all students experience quality participation and enhanced learning opportunities to achieve the best possible educational outcomes.

The following services provided through DSSU are available to students with disabilities, including those enrolled in Non-State Schools:

- loans facility
- alternative format production and resources
- orientation and mobility
- pediatric low vision clinic
- vision impairment technical services

Procedures

Loans facility

DSSU administers a state-wide loans facility. This facility comprises both short-term and long-term loan collections of specialised resources and equipment for use with students with disabilities.

The loans facility is available to students enrolled in a Non-State School supported by Education Queensland (EQ) specialist support staff (i.e. AVT-HI, AVT-PI and/or AVT-VI), who have had their educational support needs verified and profiled through the EAP. The request for loan application should be completed and signed by the relevant AVT prior to sending in the request for loan.

The application process, terms and conditions, and responsibility for costs, for all State Schools and Non-State Schools are detailed in the *Interim Guidelines and Procedures for DSSU Loans* (see: <https://www.learningplace.com.au/deliver/content.asp?pid=21873>).

Alternative format production and resources

The alternative format resource collection is a loan collection for students with vision impairment who require learning media in formats other than standard print. The collection includes materials in Braille, audio, tactile and large print. Alternative format resources (Braille, Audio Tapes, and Compact Discs) are produced upon request for individual students with vision impairment. They are primarily alternative formatting of school text books and include:

- Science
- Maths
- English
- Languages (e.g. French, German, Japanese)
- Music

This service is available to students enrolled in a Non-State School supported by an EQ AVT-VI. The student must have had their educational support needs verified and profiled through the EAP.

The Media Request form should be completed and signed by the AVT-VI prior to sending in the request. Please visit

https://www.learningplace.com.au/uploads/documents/store/resources/res_38048_Media_request.doc

The alternative format resource collection is a loan collection for students whose vision impairment requires that their learning media be in formats other than standard print. It provides access to Braille, audio and large print resources held in this collection. The resource collection includes

- textbooks and recreational reading in Braille
- textbooks and recreational reading on audio cassette (or CD if requested)
- recreational reading in large print
- tactile story books
- tactile kits
- Music in Braille and large print including scores

Deed of Agreement

Alternative format resources are produced or sourced from interstate. These materials are primarily school texts and other curricular materials in all subject areas including music. Resources to assist in the development of early literacy and numeracy are also an important component of the collection.

These services are available to students enrolled in a Non-State School where they are supported by an Education Queensland (EQ) AVT-VI. The student must have had their educational support needs verified and profiled through the EAP.

Orientation and mobility

The DSSU Orientation and Mobility statewide service is available to support students with vision impairment aged from birth through to school leaving age. The Advisory Visiting Teachers, Orientation and Mobility (AVT-O&M) based at DSSU provide a range of services dependent on individual student needs including assessments, direct programs and or consultancy to school staff and families.

This service is available to students enrolled in a Non-State School supported by an Education Queensland (EQ) AVT-Vision Impairment (VI). The AVT-VI, school staff or families may initiate the referral to DSSU. The *Orientation and Mobility Request Form* and *Parental Consent Form* need to be received before the service can be provided. For those students in regional areas the EQ AVT-VI liaises with the DSSU AVT O&M to plan regional support visits as appropriate throughout the year.

Pediatric low vision clinic (PLVC)

The PLVC provides a range of specialised vision assessments, support and information to students with vision impairment, their families and specialist support staff.

The PLVC is based at the DSSU Buranda and provides outreach services to major centres throughout the state. Access to the outreach services is made through the local AVT VI on DSSU's Request for Support Form.

This service is available to students enrolled in a Non-State School supported by an Education Queensland (EQ) AVT-Vision Impairment (VI). Students must have had their educational support needs verified and profiled through the Education Adjustment Process (EAP). Referral to the PLVC is through the AVT-VI, in consultation with school staff, parents and the student, for students enrolled in a Non-State School.

Technical services: Vision impairment

This service provides technical support to students and schools using specialised equipment and software to facilitate access to curricular materials by students with vision impairment. The technical support incorporates equipment repairs, and troubleshooting of specialised software programs such as screen reading and magnification programs. Where possible the DSSU technical officer works with school based technical officers.

This service is available to students enrolled in a Non-State School supported by an Education Queensland (EQ) AVT-Vision Impairment (VI). Students must have had their educational support needs verified and profiled through the Education Adjustment Process (EAP). Access to this service is through the AVT-VI who supports students in State and Non-State Schools and facilities.