

GRADUATE DIPLOMA IN LEARNING AND TEACHING INTERNSHIP AGREEMENT

THIS AGREEMENT is made as of

2016.

- BETWEEN: THE UNIVERSITY OF SOUTHERN QUEENSLAND acting through the School of Teacher Education and Early Childhood, West Street, Toowoomba, 4350 ("USQ") (ABN: 40 234 732 081)
- AND: THE STATE OF QUEENSLAND acting through The Department of Education and Training, 30 Mary Street, Brisbane, 4000 ("Department") (ABN: 76 337 613 647)
- AND: THE CORPORATION OF THE ROMAN CATHOLIC DIOCESE OF TOOWOOMBA CATHOLIC EDUCATION, c/- Toowoomba Catholic Education Office, 73 Margaret Street, Toowoomba, 4350 ("CEO") (ABN: 88 934 244 646)
- AND: QUEENSLAND TEACHERS UNION OF EMPLOYEES, 21 Graham Street, Milton, 4064 ("QTU") (ABN: 62 408 519 861)
- AND: QUEENSLAND INDEPENDENT EDUCATION UNION OF EMPLOYEES, 346 Turbot Street, Spring Hill, 4000 ("QIEU") (ABN: 45 620 218 712)
- AND: QUEENSLAND COLLEGE OF TEACHERS, 5/601 Coronation Drive, Toowong, 4066 ("QCT") (ABN: 49 750 572 133)

RECITALS:

- A. USQ hosts the Graduate Internship Program to provide graduate entry pre-service teachers with the opportunity to accept greater responsibilities than those currently available in practicum experiences in the programs replaced by the Graduate Diploma in Learning and Teaching.
- B. QTU, CEO, QIEU, QCT and the Department have agreed to support the Graduate Internship Program.
- C. The Parties have agreed to collaborate to develop appropriate support structures and mentoring programs for Graduate Interns, while ensuring that student welfare remains of paramount importance.

AGREEMENTS

1. Definitions

In this agreement –

"Confidential Information" means confidential information (in any form) that USQ discloses to a Program Participant or a Program Participant discloses to USQ. Information is not confidential if it is:

- (i) Publicly available;
- (ii) Rightfully known by a Program Participant before disclosure to USQ or by USQ before disclosure to a Program Participant; or
- (iii) Independently created by USQ or a Program Participant without access to the other's confidential information.

"Graduate Intern" means a USQ Graduate Diploma in Learning and Teaching student who has successfully completed 55 days of supervised professional experience and necessary academic studies, has demonstrated effective teaching competence, and has been granted internship authorisation by the QCT.

"Graduate Internship Program" means a school-based professional development program developed for Graduate Interns of 20 days' duration, completed either on a full-time (5 days per week) or a part-time (minimum 3 days per week) basis over a 4-7 week period as agreed between a host school and USQ. All GDTL students in each of the primary, middle and secondary specialisations will complete the Graduate Internship Program. Graduate Internship Programs will be negotiated between USQ staff, schools and Interns and will involve professional development for both Intern and participating school staff. The Internship Program should allow the intern to work without direct supervision for up to 50% of a full-time teacher's classroom workload allocation. The remaining 50% requires the intern to undertake secondary duties under the direct supervision of the mentor (eg. Implementing activities planned by the mentor, assisting with small groups of individuals) and must include a negotiated period of 'non contact time'. The Internship Program may involve an Intern working with one or more mentors, under the broad guidance of the school's coordinator of pre-service teacher learning.

"Mentors" meaning experienced registered teachers who work with the Graduate Intern while continuing to exercise accountability for their classes' curriculum and assessment programs. Mentors participate in the program on a voluntary basis. A Graduate Intern may be allocated a single Mentor or may work as part of a team of teachers who share the mentoring role.

"School Principal" means the principal of a school where the Graduate Internship Program is being conducted.

"School Coordinator" means the school's principal or nominee: an experienced registered teacher who is a senior member of staff at the host school) who works with the Graduate Intern and Mentor/s to structure and guide the operation of the program and the work of the Graduate Intern in the school.

"Program Participants" means the Department, CEO and independent schools who have agreed to host a Graduate Intern and "Program Participant" means one of them.

"Personal Information" means information or an opinion (information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Debriefing Session" means a communication by telephone or email between the USQ Graduate Diploma Coordinator, School Coordinators, Mentors and Graduate Interns to clarify roles and responsibilities, provide support to Program Participants, assist in working through issues of concern and share ideas for improving the Graduate Internship Program.

2. Term

Notwithstanding the date of signature by any party to this Agreement it commences on 18 July 2016 and unless terminated under clause 16 will continue until 17 July 2021.

3. Objectives

The objectives of the Graduate Internship Program are –

- i. To facilitate a supported transition from pre-service teacher preparation into the teaching profession;
- ii. To provide opportunities for Graduate Interns to experience all facets of teachers' work;
- iii. To increase the opportunities for Graduate Interns to be involved in progressively more autonomous education decision-making;
- iv. To enhance the Graduate Intern's ability to reflect on issues of professional practice;
- v. To further develop requisite skills and knowledge for teaching;
- vi. To foster collaboration between the parties; and
- vii. To enhance the professional growth of all Program Participants.

4. USQ's Obligations

- 4.1 USQ must provide a copy of this Agreement to all School Coordinators and Graduate Interns.
- 4.2 USQ must obtain the appropriate written authorisation from the QCT for each Graduate Intern before final assignment as a Graduate Intern within a school. If requested, USQ must provide a copy of the authorisation to a Program Participant.
- 4.3 USQ must develop and conduct programs to prepare Graduate Interns, School Coordinators and Mentors for participation in the Internship Program.

- 4.4 USQ must assist and support Graduate Interns, Mentors and School Coordinators in relation to their respective professional development needs arising from the Graduate Internship Program.
- 4.5 USQ must complete an appraisal of each Graduate Intern completing the Graduate Internship Program. Graduate Interns, at their discretion may make available copies of the appraisal to Program Participants in compliance with all relevant privacy laws and regulations.
- 4.6 During the operation of the Graduate Internship Program, USQ must conduct Debriefing Sessions for all Graduate Interns, Mentors, School Coordinators and USQ staff.
- 4.7 USQ must ensure that under the Graduate Internship Program, an Intern will –
 - (a) Prepare a plan for the Graduate Internship Program in collaboration with the School Coordinator and Mentor/s;
 - (b) Negotiate with the School Coordinator and Mentor/s a teaching program including a teaching component up to 50 percent of a full time teacher's loading and a non-teaching component;
 - (c) Prepare for teaching in collaboration with school personnel;
 - (d) Plan and use selected teaching and/or curriculum approaches relevant to his/her own professional growth and learning;
 - (e) Participate in the full range of school and co-curricular activities over the period of the Internship Program; and
 - (f) Complete all other requirements of the USQ course EDM8004 Teacher Identity.
- 4.8 USQ will provide copies of the items listed in clause 4.7(a), (c) and (d) to all relevant School Principals.
- 4.9 In collaboration with the relevant School Principal and Coordinator, USQ must ensure that Graduate Interns obey any lawful directions, rules or procedures of the Program Participant.
- 4.10 USQ warrants that Graduate Interns have demonstrated the competence to commence participation in the Graduate Internship Program.
- 4.11 USQ is responsible for ensuring that each Graduate Intern is aware that they must hold a valid Blue Card issued under the *Commission for Children and Young People and Child Guardian Act 2000* at the commencement of their Internship.
- 4.12 USQ must, as soon as reasonably possible, notify the relevant School Principal of the school where the Graduate Intern is carrying out their Internship, if they become aware that the Graduate Intern has had their Blue Card cancelled or revoked under the *Commission for Children and Young People and Child Guardian Act 2000*.

5. Principal's Authority.

School Principals and/or their nominees will:

- (a) Agree to host a GDTL student as a Graduate Intern if:
 - (i) USQ has advised of the authorisation from QCT; and
 - (ii) The Graduate Intern has demonstrated the appropriate level of competence as indicated by a satisfactory grade for the professional experience linked to the following courses and relevant specialisations:

Secondary	EDG5000, EDS2401 and EDG3000
-----------	------------------------------

- (b) Release Mentors to participate in professional development and Graduate Internship Program meetings.
- (c) Appoint a School Coordinator to liaise with USQ on matters related to the Graduate Internship.
- (d) Provide a copy of this Agreement to each Mentor.

6. Program Participant's Obligations

6.1 Each Program Participant must ensure that:

- (a) The Mentor/s will use their time released from face-to-face classroom contact on mentoring, induction and professional activities, including but not limited to:
 - (i) Attending preparatory meetings with USQ to clarify the aims of the Graduate Internship Program and the roles of the Graduate Interns, Mentors, School Coordinators and USQ staff;
 - (ii) Providing opportunities for the Graduate Intern to plan, prepare, teach, assess and evaluate curriculum programs in one or more of their classes;
 - (iii) Exercising accountability for the oversight and management of their classes curriculum, co-curriculum and assessment programs;
 - (iv) Inducting the Graduate Intern on relevant school policies;
 - (v) Conducting regular collaborative planning and review sessions in lieu of attendance at lessons, to guide and support the Graduate Intern;
 - (vi) Undertaking other negotiated professional activities: which may include professional work, school projects and/or professional learning;
 - (vii) Assisting the development of the Graduate Intern's understanding of duty-of-care provisions and legal risk management of curricular and co-curricular activities, and relevant school policies; and
 - (viii) Participating in a debriefing session at the conclusion of the Graduate Internship Program.

- (b) Graduate Interns are not used as supply or substitute teachers, however, a Graduate Intern may be assigned to teach classes to facilitate the release of Mentor/s for the purposes identified in clause 6.1(a)(i); and
 - (c) Mentors are not used for substitute teaching in release time while the Intern is responsible for teaching that Mentor/s class; and
 - (d) The School Co-ordinator:
 - (i) Allocated to the Graduate Intern up to 50% of the usual classroom teacher workload;
 - (ii) Assigns Mentor/s to the Graduate Intern;
 - (iii) Ensures that appropriate mentoring arrangements are in place if the designated Mentor/s is/are absent from the school through illness or other unforeseen circumstances;
 - (iv) Encourages the school community to accord the Intern the status and authority commensurate with the position; and
 - (v) Supports the Graduate Intern's professional development through a planned induction program.
- 6.2 The Program Participant's obligations under clause 6.1 will be exercised through the authority and responsibility of the relevant School Principal.

7. Interns.

- 7.1 The Graduate Intern will undertake the Graduate Internship Program at a designated school, ideally the school where the professional attachment components of EDG5000, EDS2401 or EDG3000 were successfully completed. The Graduate Intern will:
- (a) Prepare a plan for the Graduate Internship Program in collaboration with the Mentor/s. The teaching program assigned to the Graduate Intern must not exceed 50% of a teacher's regular face-to-face teaching load at the designated school;
 - (b) Undertake to develop a sound understanding of duty of care provisions and legal risk management of curricular and co-curricular activities and relevant school policies through instruction at USQ and the induction program;
 - (c) Present their learning from their involvement as a Graduate Intern for assessment as part of the USQ course GDE3008, including a public presentation of aspects of this learning to an audience including invited school personnel; and
 - (d) Ensure that information detailing coverage under the USQ Personal Accident Insurance Policy is available on request by the School Co-ordinator; and

- (e) Be responsible for ensuring that they hold a valid Blue Card issued under the *Commission for Children and Young People and Guardian Act 2000* at the commencement and for the duration of their Internship.

8. Insurance.

- 8.1 USQ must, for the term of this Agreement ensure the following insurance policies to cover the Interns are in place:
 - (a) Public liability insurance;
 - (b) Work experience and professional indemnity insurance; and
 - (c) Personal accident insurance.
- 8.2 USQ must provide full and clear information about the insurance policies referred to in clause 8.1 to the Program Participant within seven days of the Program Participant requesting such details in writing.

9. General Matters.

The Parties acknowledge that the:

- (a) Graduate Internship Program is separate from the policies and guidelines issued for the professional attachment elements of the GDTL and the professional experience components of all other programs of pre-service teacher education at USQ;
- (b) Under the Graduate Internship Program, the roles of Mentor/s and School Coordinator are different from that of a supervising teacher and as such Mentors and School Coordinators are not entitled to the payment of any allowance for participation in this Program; and
- (c) Without limiting the generality of 9(b) and for the sake of certainty, Mentor/s and School Coordinators do not perform the tasks of a supervising teacher as defined in clause 4 of the *Practice Teaching in State Schools Industrial Agreement (1992)*, section B(8) of the *Practice Teaching in Catholic Primary Schools Industrial Agreement (1990)* and/ or the *Catholic Secondary School Tutors Industrial Agreement* and are not entitled to the payment of any allowance payable to a supervising teacher.

10. No Employment Relationship.

- 10.1 Nothing in this Agreement is intended to constitute either USQ or any Graduate Intern, the partner, agent or representative of a Program Participant for any purpose, or creates any partnership, agency or trust between USQ or a Graduate Intern with a Program Participant.
- 10.2 Neither USQ nor any Graduate Intern has the authority to bind a Program Participant unless expressly provided in this Agreement.
- 10.3 USQ must ensure that Graduate Interns do not represent themselves as employees or agents of any Program Participant.

11. Indemnity

- 11.1 USQ indemnifies and releases each Program Participant their employees and officers ("the Indemnified") from and against any loss, damage or expense arising from any claim, action, suit, demand or proceeding (together as a "Loss") that may be brought against a Program Participant as a result of:
 - (a) Any negligent act or omission by USQ in the performance of its obligations hereunder;
 - (b) Any negligent act or omission of USQ relating to the placement of a Graduate Intern; or
 - (c) Any negligent act or omission by a Graduate Intern whilst undertaking the Internship Program under this Agreement.
- 11.2 The University's liability to indemnify Program Participants under Clause 11.1 above shall be reduced proportionately to the extent that any unlawful act or omission of the Program Participant contributed to the loss or liability.

12. Misconduct

- 12.1 If, in the opinion of the School Principal of the school at which the Graduate Intern is posted, the conduct of a Graduate Intern warrants disciplinary action against that Intern, the Program Participant will notify USQ of the conduct.
- 12.2 If, in the opinion of the School Principal of the school at which a Graduate Intern is posted, the conduct mentioned in clause 12.1 is of such seriousness as to require the suspension of the Graduate Intern, the Program Participant may recommend to USQ that the Graduate Intern cease participation in the Graduate Internship Program.
- 12.3 USQ is responsible for disciplinary action taken against a Graduate Intern because of conduct mentioned in clause 12.1. Disciplining of Graduate Interns will be in accordance with USQ statutes, policies and procedures.
- 12.4 The Program Participant, after consultation with USQ, may allow a Graduate Intern suspended under Clause 12.2 to again participate in the Graduate Internship Program on renegotiated conditions provided that they are consistent with the terms of this Agreement.
- 12.5 Any disciplinary action taken under this clause 12 does not act as a waiver of any right that the Program Participant may have under this Agreement.
- 12.6 USQ acknowledges and agrees that any Graduate Intern who is suspended from the Graduate Internship Program retains all of their rights in resolving disputes arising USQ statutes, policies and procedures as if the incident had occurred at USQ.

13. Requirements.

13.1 This clause sets out USQ's obligation with respect to any personal information it collects, for, from or on behalf of the Program Participants in connection with this Agreement.

13.2 Where USQ has access to personal information in order to fulfil its obligations under this Agreement, it must:

- (a) Ensure that personal information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- (b) Not use personal information other than for the purposes of this Agreement, unless required or authorised by law;
- (c) Not disclose personal information without the written agreement of the relevant School Principal or any other persons authorised in writing by a Program Participant unless required or authorised by law;
- (d) Immediately notify the relevant Program Participant if it becomes aware that a disclosure of personal information is, or may be required or authorised by law;
- (e) Ensure that only authorised personnel have access to the personal information and that it is stored in a safe and secure manner;
- (f) Make its employees and agents aware of USQ's obligations under this clause and obtain an undertaking from its employees and agents to observe this clause, including where requested, by a Program Participant, requiring those employees and agents to promptly sign a privacy deed, relation to personal information;
- (g) Inform itself of, become familiar with and observe the requirements of *Information Standard 42 – Information Privacy* and the Queensland Department of Education and the Arts' Privacy Plan, and comply with such other privacy and security measures as the Program Participants reasonably advise USQ in writing from time to time; and
- (h) Where personal information is no longer required for the purposes of this Agreement, return the personal information and any copies of that information to the relevant Program Participant.

13.3 If USQ becomes aware of a breach of this clause, it must notify the Program Participants immediately.

14. Confidentiality.

14.1 USQ must ensure that Graduate Interns:

- (a) Keep information about all students confidential; and

- (b) Do not disclose information about a student to a third party, other than relevant employees of the school where they are completing their Internship.
- 14.2 USQ and each Program Participant will keep in strict confidence the Confidential Information of the other and must not disclose any of the other's Confidential Information to a third party without prior written consent.
- 14.3 The obligations in clause 14.1 and 14.2 shall survive termination or expiration of this Agreement.

15. Dispute Resolution.

- 15.1 If a dispute between any of the Parties to this Agreement arises, the Party claiming that a dispute has arisen will within a reasonable time of the dispute arising give to the other Party (or Parties) a notice in writing stating the nature of the dispute.
- 15.2 After the giving of a notice under clause 15.1, USQ and the relevant Program Participant will use their best endeavours to resolve the dispute.
- 15.3 The Parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute.
- 15.4 If the Parties are unable to resolve the dispute under clause 15.2 within 14 days, the Party claiming that a dispute has arisen may terminate this Agreement.

16. Termination.

- 16.1 This Agreement may be terminated at any time by mutual agreement amongst all Parties.
- 16.2 A Party may give 12 months notice in writing to all other Parties if it does not wish to continue participation in the Internship Program. If notice of withdrawal is given then the remaining Parties shall meet to determine if the Graduate Internship Program shall be continued and on what terms.
- 16.3 If a Party is in breach of any of its obligations under this Agreement any other Party may give written notice prescribing the breach to the other Party. The notice shall specify a time by which the breach must be cured. If the breach is not remedied by the specified time period then the dispute resolution process under clause 15 must be used to try to rectify the breach. If the breach is not rectified after the dispute resolution process then the Parties not in breach shall determine mutually whether to continue the Agreement without the Party in breach or to terminate.

17. Notices

All notices by a Party must be in writing, and addressed to the last notified address of the Party to whom the notice is sent. Notices will be sent by pre-paid post or email. Notices will be taken to have been received on the second business day after posting, or on the first business day after an apparently successful email.

18. QCT's Obligations.

QCT will provide authorisation for a student to teach as a Graduate Intern subject to USQ attesting to the student's suitability and demonstrated satisfactory performance during the professional attachment components of EDG5000, EDS2401 or EDG3000.

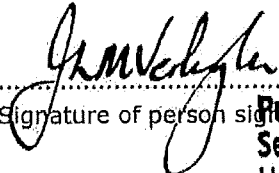
19. QTU and QIEU will:

- (a) Extend to the Graduate Intern the opportunity to join as an associate member; and
- (b) Support the Graduate Internship Program with their respective members.

20. Governing Law.

The laws in force in Queensland will govern this Agreement and each of the Parties submit to the jurisdiction of the courts of Queensland.

SIGNED for UNIVERSITY OF SOUTHERN QUEENSLAND
acting through the School of Teacher Education
And Early Childhood by


Signature of person signing
Professor Janet Verbyla
Senior Deputy Vice-Chancellor
University of Southern Queensland

.....
Name of person authorised to sign

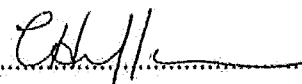
.....
Designation of person signing

On 3 May 2016
Date Signed

In the presence of: Toni Bryan
Name of Witness


Signature of Witness

SIGNED for THE STATE OF QUEENSLAND acting through
The Department of Education, Training and Arts by


Signature of person signing

Cathy Heffernan
Name of person authorised to sign

Assistant Director-General, Human Resources
Designation of person signing

On 4/7/16
Date Signed

In the presence of: Mercia Berger
Name of Witness


Signature of Witness

SIGNED for the QUEENSLAND TEACHERS UNION by

.....
Signature of person signing

.....
Name of person authorised to sign

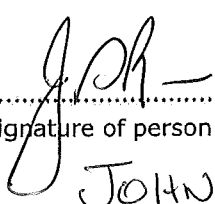
.....
Designation of person signing

On
Date Signed

In the presence of:
Name of Witness

.....
Signature of Witness

SIGNED for THE QUEENSLAND COLLEGE OF TEACHERS by


.....
Signature of person signing

.....
Name of person authorised to sign

.....
Designation of person signing

On
Date Signed

In the presence of:
Name of Witness

.....
Signature of Witness

SIGNED for the QUEENSLAND INDEPENDENT EDUCATION UNION by

.....
Signature of person signing

.....
Name of person authorised to sign

.....
Designation of person signing

On
Date Signed

In the presence of:
Name of Witness

.....
Signature of Witness

SIGNED for THE CORPORATION OF THE ROMAN CATHOLIC
DIOCESE OF TOOWOOMBA by

.....
Signature of person signing

.....
Name of person authorised to sign

.....
Designation of person signing

On
Date Signed

In the presence of:
Name of Witness

.....
Signature of Witness