



INTERNSHIP PROGRAM AGREEMENT

THIS AGREEMENT is made on _____

- BETWEEN:** **QUEENSLAND UNIVERSITY OF TECHNOLOGY** acting through the Faculty of Education QUT Kelvin Grove Campus Brisbane Q 4059
- AND:** **THE STATE OF QUEENSLAND** acting through The Department of Education and the Training and Employment, 30 Mary Street, Brisbane, 4000 ("Department")
- AND:** **THE CORPORATION OF THE TRUSTEES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BRISBANE** ("Brisbane Catholic Education") 243 Gladstone Road Dutton Park Qld 4102
- AND:** **QUEENSLAND TEACHERS' UNION**, 21 Graham Street, Milton, 4064 ("QTU")
- AND:** **INDEPENDENT EDUCATION UNION OF AUSTRALIA-QUEENSLAND AND NORTHERN TERRITORY BRACH (IEUA-QNT)**- 346 Turbot Street, Spring Hill, 4000 ("IEUA-QNT")
- AND:** **QUEENSLAND COLLEGE OF TEACHERS ("QCT")** – 39 SHERWOOD ROAD, TOOWONG, 4066 ("QCT")

RECITALS

- A. QUT wishes to continue the current Internship Program to provide pre-service teachers with the opportunity to accept greater responsibilities than those currently available in usual practicum experiences.
- B. Queensland Teachers' Union (QTU), Queensland Independent Education Union (QIEU), and the Queensland College of Teachers (QCT) have agreed to support the Internship Program.
- C. The Parties have agreed to collaborate to develop appropriate support structures and mentoring programs for Interns, while ensuring that student welfare remains of paramount importance.

AGREEMENTS

1. Definitions

In this Agreement-

"Intern" means a final year QUT Bachelor of Education undergraduate student who has successfully completed 80 days of supervised practicum in the form of Field Study units professional attachment days, and necessary academic studies, has demonstrated effective teaching competence, and has been granted an 'Internship authorisation' by the QCT.

"Internship Program" means a school-based professional development program developed for Interns of 4 weeks' duration, completed full-time (5 days per week). B. Ed. students specialising in Early Childhood, Primary and Secondary teaching will complete an Internship. The program will involve professional development for both Intern and Mentor, and up to 50% regular face-to-face teaching. The QUT Internship Coordinator, Site Coordinator, Mentors and Interns will negotiate programs.

"Mentor" means an experienced registered teacher who works with the Intern while continuing to exercise accountability for their classes' curriculum and assessment programs. Mentors participate in the program on a voluntary basis.

"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.

"Relevant School/Site Principal" means the Principal or Director of a site/school where the Internship Program is being conducted.

"Site Coordinator" means the site/school's Principal or nominee coordinating the conduct of the Internship Program for that school.

"Program Participant" means The Department of Education, Training and Employment, Catholic Education Office and Independent schools who have agreed to take an Intern.

"QUT University Partner" means the QUT staff who liaise with provide support to Program Participants, Mentors, Interns and Site Coordinators.

"Professional Experience supervised practice" means the supervised professional practice days that are completed in a learning site immediately before the internship. These days are those spent in the practicum by connecting theory with teaching practice. Built into each course is the requirement to complete 80 supervised days at a satisfactory level prior to the Internship.

2. Term

This Agreement starts on 1 January 2018 and continues until 30 March 2019 unless terminated under clause 16.

3. Objectives

The objectives of the Internship Program are to –

- i. assist the transition into the teaching profession;
- ii. provide opportunities for Interns to experience *all* facets of teachers' work within this particular professional environment;
- iii. increase the opportunities for Interns to be involved in autonomous and interdependent decision- making;
- iv. enhance the Intern's ability to theorise and justify professional practice;
- v. further integrate existing students' graduate attributes into a higher level of performance;
- vi. foster collaboration between all Parties; and
- vii. enhance the professional growth of all participants.

4. QUT's obligations

- 4.1 QUT will provide a copy of this Agreement to all participating school Coordinators, Mentors and Interns via hard copy and web-based means
 - 4.2 QUT will obtain the appropriate internship authorisation from the QCT for each Intern before placement within a school under the Internship Program.
 - 4.3 QUT will offer to support Interns and Mentors for participation in the Internship Program.
 - 4.4 QUT will offer to assist and support Interns, Mentors and Site Coordinators in relation to their respective professional development needs arising from the Internship Program.
 - 4.5 QUT will complete an appraisal of each intern based on the feedback report from the QUT University Partner and the Intern.
 - 4.6 At regular intervals during the operation of the Internship Program, QUT will conduct debriefing sessions for all Interns, Mentors, Site Coordinators and QUT University Partners.
 - 4.7 QUT will use the best endeavours to ensure that under the Internship Program, an Intern will-
 - (a) prepare a plan for the Internship Program in collaboration with the Mentor; and
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- (b) negotiate with the Mentor a teaching program of up to 50% face-to-face teaching of the Mentor's classes; and
- (c) prepare teaching and related professional development programs in collaboration with his/her Mentor; and
- (d) plan and use selected teaching and/or curriculum approaches relevant to his/her own professional growth and the students' learning; and
- (e) participate in school activities and co-curricular activities where possible.

4.8

- (a) QUT is responsible for ensuring that each 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.
- (b) QUT staff will, as soon as reasonably possible, notify the Relevant School/Site Principal where the Intern has been accepted into the Internship Program, if they become aware that the Intern has had their Blue Card cancelled or revoked under the *Commission for Children and Young People and Child Guardian Act 2000*.

4.9 QUT will use the best endeavours to ensure that Interns obey any lawful directions, rules or procedures of the Program Participant's Code of Conduct.

4.10 QUT warrants that Interns have the competence to participate in the Internship Program.

4.11 QUT covers all enrolled QUT students against personal accident whilst on campus and/or

- engaged in campus/course/sports related activities
- engaged in practical or community placement activities, including necessary direct travel to and from such activities within Australia.

4.12 QUT agrees to notify QCT if an internship is terminated because of inappropriate behaviour.

5. Relevant School/Site Principals' authority

The Relevant School/Site Principals and/or their nominees will:

- (a) accept an Intern as an Intern if -
 - (i) QUT has advised of the authorisation from QCT; and
 - (ii) the Intern holds a valid Blue Card issued under the *Commission for Children and Young People and Child Guardian Act 2000*.
- (b) release Mentors to participate in professional development and Internship Program meetings, where possible;

- (c) appoint a school-based Site Coordinator to attend, if possible, a preparatory meeting at QUT.
- (d) Provide a basic workplace health and safety induction for the Intern.

6. Program Participant's obligations

6.1 The Program Participant must ensure that-

- (a) a Mentor 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 QUT to clarify the aims of the Internship Program and the roles of the Interns, Mentors, Site Coordinators and QUT Internship Coordinators;
 - (ii) providing opportunities for the Intern to plan, prepare, teach, assess students and evaluate teaching 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 Intern on relevant school policies;
 - (v) conducting regular collaborative planning and review sessions in lieu of attendance at lessons, to guide and support the Intern;
 - (vi) at their own discretion, a Mentor may undertake professional work including school projects and professional learning;
 - (vii) assist to develop the 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 Internship Program, where possible.
 - (b) Interns are not used as supply or substitute teachers; and
 - (c) Mentors are not used for substitute teaching in non-contact time while their Intern is responsible for teaching that Mentor's class; and
 - (d) the Relevant School Principal allocates an alternative Mentor if a Mentor is absent from the school through illness or other unforeseen circumstances. Should no alternative Mentor be available then:
 - (i) the Intern will be withdrawn from this school and placed at another school where the Internship will begin after a short preparation time.
 - (e) the Site Coordinator-
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- (ii) allocates to the Intern up to 50% of the usual classroom teacher workload; and
- (iii) assigns a Mentor to the Intern; and
- (iv) encourages the school community to accord the Intern the status and authority commensurate with the position; and
- (v) supports the Intern's professional development through a planned induction program.

6.2 The Program Participant's obligations under this clause will be exercised through and performed by the Relevant School/Site Principal.

7. Interns

The Intern will undertake the Internship Program at the school, ideally where the final Professional Experience supervised practice was successfully completed. The Interns will:

- (a) prepare a plan for the Internship Program in collaboration with their Mentors. The teaching programs must not exceed 50% regular face-to-face teaching of the Mentor's classes;
- (b) undertake to develop a sound understanding of duty-of-care provisions through exposure at QUT and legal risk management of curricular and co-curricular activities, and relevant school policies at the school;
- (c) present their learning from their involvement as an Intern for assessment as part of the relevant QUT course; and
- (d) be responsible for ensuring that they hold a valid Blue Card issued under the *Commission for Children and Young People and Child Guardian Act 2000* at the commencement and for the duration of their Internship.
- (e) Keep information about a student and/or a student's family members or carers confidential;

8. Confidentiality

QUT must ensure in so far as is reasonably practicable that Interns –

- (a) keep information about a student and/or a student's family members or carers confidential;
 - (b) do not disclose information about a student and/or a student's family members or carers to a third party, other than relevant employees of the school where they are completing their internship; and
 - (c) do not disclose information except in accordance with the policies of the Program Participant except with the Program Participant's consent or if required by law or as agreed between the Parties.
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9. Insurance

9.1 QUT must, for the term of this Agreement, take out and maintain the following insurance policies to cover the Interns-

- (a) public liability insurance;
- (b) professional indemnity insurance; and
- (c) personal accident insurance.

Details relating to this insurance coverage can be found at:

<http://www.careers.qut.edu.au/student/insurance.jsp>

9.2 QUT must give a copy of the insurance policies referred to in clause 9.1 to the Program Participant within 7 days of the Program Participant requesting them.

10. General matters

10.1 The parties acknowledge that the-

- (a) Internship Program is separate from the policies and guidelines issued for other practicum experiences undertaken in the undergraduate Bachelor of Education;
- (b) Under this program, the roles and tasks of a Mentor and Site Co-ordinator are different from that of a Supervising Teacher and as such Mentors and Site Co-ordinators are not entitled to the payment of any allowance for participation in the program

The tasks of a “Supervising Teacher” are defined in clause 4 of the Practice Teaching in State Schools Industrial Agreement (1992).

11. No employment relationship

11.1 An Intern is not by virtue of this Agreement the employee or agent of the relevant Program Participant.

11.2 QUT will ensure that Interns do not represent themselves as employees or agents of the Program Participant.

11.3 A Mentor is not an employee or agent of QUT.

12. Indemnity

QUT indemnifies and releases the Program Participant from and against all actions or claims which may be brought against or made on a Program Participant arising out of or in connection with performance of this Agreement, except that QUT’s liability for any action or claim is reduced proportionally to the extent that any negligent act or omission or breach of this Agreement by a Program Participant contributed to the loss or liability.

13. Misconduct

- 13.1 If the conduct of an Intern warrants disciplinary action against the Intern, in the opinion of the Relevant School Principal where an Intern is posted, the Program Participant will notify QUT of the conduct.
- 13.2 Subject to clause 13.3, QUT is responsible for disciplinary action taken against an Intern because of conduct mentioned in clause 13.1.
- 13.3 If, in the opinion of the Relevant School Principal, where an Intern is posted, the conduct mentioned in clause 13.1 is of such seriousness as to require the suspension of the Intern, the Program Participant may recommend to the QUT Internship Coordinator that the Intern cease participation in the Internship Program.
- 13.4 The Program Participant, after consultation with QUT, may allow any Intern suspended under clause 13.3 to again participate in the Internship Program on renegotiated conditions provided that they are consistent with the terms of this Agreement.
- 13.5 Any disciplinary action taken under clause 13.3 does not act as a waiver of any right that the Program Participant may have under this Agreement.
- 13.6 QUT acknowledges and agrees that any Intern who is suspended from their Internship retains all of their rights in resolving disputes using QUT's policies and procedures as if the incident had occurred at the university.

14. Protection of personal information

- 14.1 This clause sets out QUT's obligation with respect to any Personal Information it collects, for, from or on behalf of, the Program Participants in connection with this Agreement. Where QUT has access to Personal Information in order to fulfil its obligations under this Agreement, it must:
 - (a) Where QUT is responsible for holding Personal Information, 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 Principal any other persons authorised in writing by the Program Participants unless required or authorised by law;
 - (d) Immediately notify the Program Participants 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, agents and subcontractors aware of the consultant's obligations under this clause and obtain an undertaking from its employees, agents and subcontractors to observe this clause, including,
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where requested, by the Program Participants, requiring those employees, agents and subcontractors to promptly sign a privacy deed, relating to Personal Information;

- (g) Inform itself of, become familiar with and observe the requirements of the *Information Privacy Principles (IPPs)* under the *Information Privacy Act 2009 (Qld)*, with *Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld)*, the *Privacy Act 1988 (Cth)* (as applicable), and comply with such other privacy and security measures as the Program Participants reasonably advise QUT in writing from time to time;
- (h) Where Personal Information is no longer required for the purposes of this Agreement, return the Personal Information, and any copies of that Personal Information to the Program Participants.

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

15. Dispute Resolution

- 15.1 If a dispute between the parties arises, the party claiming that a dispute has arisen will within a reasonable time of the dispute arising give to the other party a notice in writing stating the nature of the dispute.
- 15.2 After the giving of a notice under clause 15.1, QUT and the 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

This Agreement may be terminated-

- (a) by giving at least 12 months written notice prescribing the date of termination to the other party if neither party is in breach of this Agreement; or
- (b) by giving written notice prescribing the date of termination to the other party if -
 - (i) a party is in breach of any term of this Agreement; and
 - (ii) the dispute resolution process under clause 15 has been used to try to rectify the breach; and
 - (iii) the breach is not rectified after the dispute resolution process.

17. Notices

All notices by a party must be in writing, and addressed to the last notified address of the other party and will be sent by pre-paid post or by facsimile transmission. 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 facsimile transmission.

18. QCT's obligations

QCT will provide authorisation for the student to teach as an Intern subject to QUT attesting to their suitability and demonstrated satisfactory performance during the final Professional Experience supervised practice for the relevant program.

19. Queensland Teachers' Union (QTU) and Queensland Independent Education Union (QIEU) support for interns

19.1 Interns are eligible for free Associate Membership of the QTU, and are encouraged by the Union to join. Such membership entitles them to attend union branch meetings (but not vote), receive copies of the Queensland Teachers' Journal, and to receive advice from Union Officers relating to work in schools and employment in the government sector.

19.2 Interns are eligible for free Associate Membership of the QIEU, and are encouraged by the Union to join. QIEU Associate Membership entitles student members to free industrial and professional advice and the provision of regular Union journals. QIEU Associate Members have access to job application kits and professional development to assist members seeking employment in the non-government sector.

20. Governing Law

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

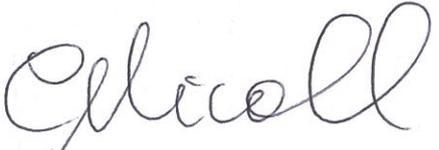
SIGNED for QUEENSLAND UNIVERSITY OF TECHNOLOGY)

Acting through the Faculty of Education)

by

Professor Carol Nicoll)
(Name of person authorised to sign for the Faculty))

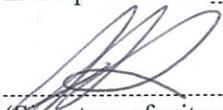
Executive Dean)
(Designation of person signing))



(Signature of person signing)

on 29/1/18)
(Date signed))

in the presence of: Jessica Leader)
(Name of witness))



.....)
(Signature of witness)

SIGNED for THE STATE OF QUEENSLAND)
acting through the Department of Education, training and Employment)
by

LEIGH PICKERING)
(Name of person authorised to sign for the Department))

ASSISTANT DIRECTOR-GENERAL,
HUMAN RESOURCES) (Signature of person signing)
(Designation of person signing))

on 07.02.18)
(Date signed))



in the presence of: SALLY RITCHIE)
(Name of witness))

Sally Ritchie
(Signature of witness)

**SIGNED for the CORPORATION of the TRUSTEES of the
ROMAN CATHOLIC ARCHDIOCESE of BRISBANE
(Brisbane Catholic Education))**

by

PETER ANTHONY HILL)
(Name of person authorised to sign for the Corporation))

DIRECTOR EMPLOYEE SERVICES)
(Designation of person signing))

on 31 JANUARY 2018)
(Date signed))

in the presence of: ANDREA ALCHIN)
(Name of witness))

)
(Signature of witness)


(Signature of person signing)

SIGNED for THE QUEENSLAND TEACHERS' UNION)

by

GRAHAM MOLONEY)
(Name of person authorised to sign for the Union))

GENERAL SECRETARY)
(Designation of person signing))



(Signature of person signing)

on 2 February, 2018)
(Date signed))

in the presence of: Leah Mertens)
(Name of witness))

L. Mertens)
(Signature of witness)

**SIGNED for INDEPENDENT EDUCATION UNION OF AUSTRALIA – QUEENSLAND
AND NORTHERN TERRITORY BRANCH (IEUA-QNT)**

by

Terence P. BURKE)
(Name of person authorised to sign for the Union))

Branch Secretary)
(Designation of person signing))

on 1 February 2018)
(Date signed))

in the presence of: ADELE SCHMIDT)
(Name of witness))

AxSLi04.)
(Signature of witness)


(Signature of person signing)

SIGNED for QUEENSLAND COLLEGE OF TEACHERS)

by

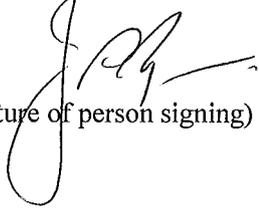
JOHN S. RYAN)
-----)
(Name of person authorised to sign for the College))

DIRECTOR - QCT)
-----)
(Designation of person signing))

on 30/01/18)
-----)
(Date signed))

in the presence of: Janet Faalberg)
-----)
(Name of witness))


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(Signature of witness)


(Signature of person signing)