

**Central Queensland University  
Higher Education Division  
School of Education & the Arts**

**INTERNSHIP PROGRAM AGREEMENT**

**THIS AGREEMENT** is effective from 1 July 2017.

- BETWEEN:** **CENTRAL QUEENSLAND UNIVERSITY** acting through the Higher Education Division, **SCHOOL OF EDUCATION & THE ARTS**— Bruce Highway, Rockhampton, 4702. (“CQUniversity”)
- AND:** **THE STATE OF QUEENSLAND** acting through the **DEPARTMENT OF EDUCATION, AND TRAINING** — 30 Mary Street, Brisbane, 4000. (“Department”)
- AND:** **ROMAN CATHOLIC TRUST CORPORATION (constituted by Letters Patent)** for **THE DIOCESAN CATHOLIC EDUCATION OFFICE (DCEO) - DIOCESE OF ROCKHAMPTON**— 143 West Street, Rockhampton, 4700.
- AND:** **THE CORPORATION OF THE TRUSTEES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BRISBANE** for the **CATHOLIC EDUCATION ARCHDIOCESE OF BRISBANE**— 243 Gladstone Road, Dutton Park, Brisbane, 4102. (“Catholic Education Archdiocese of Brisbane”)
- AND:** **CATHOLIC EDUCATION, DIOCESE OF CAIRNS** – Catholic Education Services, 130 Lake Street (Cnr Minnie Street), Cairns QLD 4870
- AND:** **CATHOLIC EDUCATION – DIOCESE OF TOWNSVILLE** – Townsville Catholic Education Office, 2 Gardenia Avenue, Kirwan QLD 4817
- AND:** **INDEPENDENT SCHOOLS QUEENSLAND**— First Floor, 96 Warren Street, Spring Hill, Brisbane, 4004. (“ISQ”)
- AND:** **QUEENSLAND COLLEGE OF TEACHERS**— Level 10, Sherwood House, 39 Sherwood Road, Toowong, Brisbane, 4066. (“QCT”)
- AND:** **QUEENSLAND TEACHERS’ UNION**— 21 Graham Street, Milton, Brisbane, 4064. (“QTU”)
- AND:** **INDEPENDENT EDUCATION UNION OF AUSTRALIA - QUEENSLAND & NORTHERN TERRITORY BRANCH**— 346 Turbot Street, Spring Hill, Brisbane, 4000. (“IEU”)
- AND:** **CRECHE AND KINDERGARTEN ASSOCIATION OF QUEENSLAND**— C&K Preschooling Professionals Central Office, 14 Edmondstone Street, New Market, Queensland, 4051. (“C&K”)
- AND:** **LUTHERAN EDUCATION QUEENSLAND**— Floor 2, 24 McDougall Street, Milton, Brisbane, 4064. (“LEQ”)

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AND: THE GOWRIE (QLD) INC—7 Mallon Street, Bowen Hills. 4006.

## RECITALS

- A. Central Queensland University wishes to continue the Internship Program to provide pre-service teachers with the opportunity to accept greater responsibilities than those available in usual professional practice experiences.
- B. Queensland Teachers' Union (QTU), Independent Education Union of Australia - Queensland & Northern Territory Branch (QIEU), and the Queensland College of Teachers (QCT), education providers and schools 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 the pre-service teacher's welfare remains of paramount importance.

## AGREEMENTS

### 1. Definitions

In this agreement—

**“Intern”** means a final year Central Queensland University Bachelor of Education pre-service teacher who has successfully completed 80 days of supervised professional practice and necessary academic studies, has demonstrated effective teaching competence, and has been granted an 'internship authorisation' by the Queensland College of Teachers.

**“Internship Program” (“the program”)** means a school/ centre or educational site-based professional development program developed for Interns of 4 to 6 weeks duration, completed full-time (5 days per week). Bachelor of Education pre-service teachers in Early Childhood, Primary and Secondary programs will complete an Internship. The program will involve professional development for both Intern and Mentor, and **up to 50% regular face-to-face teaching**. Programs will be negotiated by the Central Queensland University Internship coordinators, school/ centre or educational sites and Interns. The program may involve an Intern working with one Mentor or with a team of Mentors.

**“Mentor”** means an experienced registered teacher who works with the Intern while continuing to exercise accountability for the curriculum and assessment programs of their class. Mentors participate in the program on a voluntary basis. An Intern may be allocated a single Mentor or a ‘key’ Mentor when working as part of a team of teachers.

**“Key mentor”** means an experienced registered teacher who works with the Intern while continuing to exercise accountability for their classes’ curriculum and assessment programs. A key Mentor may be assigned to the Intern where the Intern’s teaching responsibilities involve them working with more than one teacher.

**“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 Principal/ Director”** means the School Principal/ Director of a School/ Centre or Educational Site where the Internship Program is being conducted.

**“Site Coordinator”** means the school/ centre or educational site’s principal/ director or nominee coordinating the conduct of the Internship Program for that school/ early learning centre.

**“Program Participant”** means The Department of Education and Training, Catholic Education Offices, Lutheran Education, Creche & Kindergarten Association, The Gowrie (Qld) Inc and Independent schools who have agreed to take an Intern.

**“Debriefing session”** means a meeting between the University Coordinator, Mentors and Interns to clarify roles and responsibilities, provide support to Mentors and Interns, assist in working through issues of concern and share ideas for improving the Internship Program.

## 2. Term

This Agreement starts on *1 July 2017* and continues until *31 December 2020* unless terminated under *clause 16*.

## 3. Objectives

The objectives of the Internship Program are to:—

- (i) aid the transition into the teaching profession;
- (ii) provide opportunities for Interns to experience all facets of teachers' work;
- (iii) increase the opportunities for Interns to be involved in autonomous decision-making;
- (iv) enhance the Intern's ability to theorise and justify professional practice;
- (v) enhance the Intern's skills and knowledge for teaching;
- (vi) foster collaboration between the Parties; and
- (vii) enhance the professional growth of all participants.

## 4. Central Queensland University's obligations

- 4.1 Central Queensland University must provide a copy of this agreement to all participating schools/ centres or educational sites, Mentors and Interns by including the agreement in the Internship Information and Guidelines Booklet as well as making it available through web-based materials.
- 4.2 Central Queensland University must obtain the appropriate written 'Internship authorisation' from the QCT for each Intern before placement within a school/ centre or educational site under the Internship Program. If requested, CQUniversity must provide a copy of the authorisation to a Program Participant.
- 4.3 Central Queensland University will develop and conduct as required programs to prepare Interns and Mentors for participation in the Internship Program.
- 4.4 Central Queensland University must assist and support Interns, Mentors and Site Coordinator in relation to their respective professional development needs arising from the Internship Program.
- 4.5 Central Queensland University must complete an appraisal of each Intern completing the Internship Program.
- 4.6 At regular intervals during the operation of the Internship Program, Central Queensland University will make contact with Interns, Mentors and Site Coordinators.

- 4.7 Central Queensland University must ensure that under the Internship Program, an Intern will—
- (a) prepare a plan for the internship program in collaboration with their Mentor; and
  - (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 pre-service teachers’ learning; and
  - (e) prepare a professional portfolio including teaching plans, a reflective journal and a personal teaching philosophy.
- 4.8 (a) Central Queensland University is responsible for ensuring that each Intern is aware that they must hold a current Positive Suitability Notice issued under the *Working with Children (Risk Management and Screening Act 2000)* at the commencement of their Internship.
- (b) Central Queensland University must, as soon as reasonably possible, notify the relevant School Principal/ Director of a School/ Centre or Educational Site where the Intern is carrying out their internship, if they become aware that the Intern has had their Positive Suitability Notice cancelled or revoked under the *Working with Children (Risk Management and Screening Act 2000)*
- 4.9 Central Queensland University must ensure that Interns obey any lawful directions, rules or procedures of the Program participant.
- 4.10 Central Queensland University is responsible for the disciplining of Interns as outlined in *section 12*.
- 4.11 Central Queensland University warrants that Interns have the competence to participate in the Internship Program.
- 4.12 Central Queensland University will work with Program Participants to provide Interns with access to information on code of conduct and duty-of-care requirements.

**5. Relevant School/ centre or educational site Principals’/ Directors’ authority**

The Relevant Principals/ Directors and/ or their nominees will:

- (a) accept an Intern as an Intern if—
  - (i) Central Queensland University has advised of the authorisation from Queensland College of Teachers; and
  - (ii) the Intern has demonstrated the appropriate level of competence as indicated by a satisfactory grade for Professional Learning 4 (Professional Practice); and

the Intern holds a current Positive Suitability Notice issued under the *Working with Children (Risk Management and Screening Act 2000)*.

- (b) release Mentors to participate in professional development and Internship Program meetings;
- (c) appoint a school/ centre or educational site based Site Coordinator to attend liaise with Central Queensland University prior to the commencement of the pre-service teacher's internship;
- (d) ensure a risk assessment has been conducted for the class or classes concerned and the Intern has been briefed about procedures to enact in the absence of the Mentor;
- (e) provide Interns with access to information on code of conduct, duty-of-care requirements and relevant legislative requirements deemed necessary to complete an internship within the designated site.

## **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) liaising with Central Queensland University to clarify the aims of the Internship Program and the roles of the Interns, Mentors, school/ centre or educational site Internship Coordinators and Central Queensland University advisors;
  - (ii) providing opportunities for the Intern to plan, prepare, implement, assess 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. For Kindergarten settings all legislative requirements in relation to staffing need to be met during the period of the internship;
  - (iv) inducting the Intern on relevant school/ centre or educational site specific policies;
  - (v) conducting regular collaborative planning and review sessions in lieu of attendance at lessons, to guide and support the Intern;
  - (vi) undertaking (at their own discretion) professional work including school/ centre or educational site projects and professional learning;
  - (vii) assisting the development of 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.

- (b) Interns **are not used as supply or substitute teachers**, however, an Intern may teach their Mentor's class to release the Mentor for Internship Program meetings, professional development or undertake professional duties as outlined in 6.1 (a); 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/ centre or educational site Principal/ Director or nominated leader 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 Internship will revert to a practicum and the Mentor will be paid by Central Queensland University in accordance with the appropriate Award; or
    - (ii) the Internship will be terminated and the Central Queensland University Internship Coordinator will ensure the Intern is supported in meeting any assessment requirements; or
    - (iii) the Internship will continue at another school/ centre or educational site.
  - (e) The Site Coordinator—
    - (iv) allocates to the Intern **up to 50%** of the usual classroom teacher workload; and
    - (v) assigns a Mentor to the Intern; and
    - (vi) encourages the school/ centre or educational site/ community to afford the Intern the status and authority commensurate with the position; and
    - (vii) supports the Intern's professional development through a planned induction program; and
    - (viii) encourages Interns to participate in school/ centre or educational site activities, such as, working with special education teachers, assisting with school musicals, participating in early childhood community events or attending school camps with Mentors.
- 6.2 The Program Participant's obligations under this clause will be exercised through and performed by the relevant school/ centre or educational site Principal/ Director or nominated leader.

## 7. Interns

The Intern will undertake the Internship Program at the school/ centre or educational site, ideally where the Professional Learning 4 (Professional Practice) experience was completed successfully. 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 Central Queensland University and legal risk management of curricular and co-curricular activities, and relevant school/ centre or educational site policies at the school/ centre or educational site;
- (c) present their learning from their involvement as an Intern for assessment as part of the relevant Central Queensland University course; and
- (d) ensure that a certificate of cover under the Central Queensland University Insurance Policy has been obtained and is available for inspection when requested by the Site Coordinator;  
  
be responsible for ensuring that they hold a current Positive Suitability Notice issued under the *Working with Children (Risk Management and Screening Act 2000)*
- (e) at the commencement and for the duration of their Internship.

## 8. Insurance

8.1 Central Queensland University must, for the term of this agreement, take out and maintain the following insurance policies to cover the Interns—

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

8.2 Central Queensland University must give a copy of the insurance policies referred to in *clause 8.1* to the Program Participant within seven (7) days of the Program Participant requesting them.

## 9. General matters

The parties acknowledge that the—

- (a) Internship Program is separate from the policies and guidelines issued for other professional practice experiences undertaken in the Bachelor of Education;
- (b) Under the Internship Agreement the role of Mentor and Site Coordinator is different from that of a supervising teacher. Mentors and Site 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, a Mentor and a Site Coordinator at a State school does not perform the tasks of a supervising teacher as defined in *clause 4* of the *Practice Teaching in State Schools Industrial Agreement (1992)* and is not entitled to the payment of any allowance payable to a supervising teacher. In particular, the Mentor does not formally supervise or assess the work of the Intern.

**10. No employment relationship**

- 10.1 An Intern is not by virtue of this agreement the employee or agent of the relevant Program Participant.
- 10.2 Central Queensland University must ensure that Interns do not represent themselves as employees or agents of the Program Participant.

**11. Indemnity**

Central Queensland University indemnifies and releases the Program Participant from and against all actions and claims which may be brought against or made on a Program Participant in connection with this Agreement, except any action or claim brought or made due to a negligent act or omission of a Program Participant.

**12. Misconduct**

- 12.1 If the conduct of an Intern warrants disciplinary action against the Intern, in the opinion of the Principal/ Director or nominated leader of the school/ centre or educational site at which an Intern is posted, the Program Participant will notify Central Queensland University of the conduct.
- 12.2 Subject to *clause 12.3*, Central Queensland University is responsible for disciplinary action taken against an Intern because of conduct mentioned in *clause 12.1*.
- 12.3 If, in the opinion of the Principal/ Director or nominated leader of the school/ centre or educational site at which an Intern is posted, the conduct mentioned in *clause 12.1* is of such seriousness as to require the suspension of the Intern, the Program Participant may recommend to the university that the Intern cease participation in the Internship Program.
- 12.4 The Program Participant, after consultation with Central Queensland University, may allow any Intern suspended under *clause 12.3* to again participate in the Internship Program on renegotiated conditions provided that they are consistent with the terms of this agreement.
- 12.5 Any disciplinary action taken under *clause 12* does not act as a waiver of any right that the Program Participant may have under this agreement.
- 12.6 Central Queensland University acknowledges and agrees that any Intern who is suspended from their Internship retains all of their rights in resolving disputes using Central Queensland University's policies and procedures as if the incident had occurred at the university.

### 13. Requirements

- 13.1 This clause sets out Central Queensland University's obligation with respect to any personal information it collects, for, from or on behalf of, the Program Participants in connection with this contract. Where Central Queensland University has access to personal information in order to fulfil its obligations under this contract, it must:
- (a) Where Central Queensland University 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, 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)*, noting in particular parts 1 and 3 of Chapter 2; and comply with such other privacy and security measures as the Program Participants reasonably advise Central Queensland University in writing from time to time;
  - (h) Where personal information is no longer required for the purposes of the contract, return the personal information, and any copies of that information to the Program Participants.
- 13.2 If Central Queensland University becomes aware of a breach of this clause, it must notify the Program Participants immediately.

#### 14. Confidentiality

Central Queensland University must ensure that Interns—

- (a) keep information about a student confidential; and
- (b) do not disclose information about a student to a third party, other than relevant employees of the school/ centre or educational site 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.

#### 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*, Central Queensland University and the Program Participant will use their best endeavors 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 fourteen (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 twelve (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. Notices will be taken to have been received on the second business day after posting.

**18. Queensland College of Teachers obligations**

Queensland College of Teachers will provide authorisation for the student to teach as an Intern subject to the conditions of the Internship Authorisation, including Central Queensland University attesting to their suitability, completion of necessary prior academic studies and demonstrated satisfactory performance during Professional Learning 4 experience (Professional Practice).

**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 Queensland Teachers' Union, 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 Independent Education Union of Australia-Queensland & Northern Territory, and are encouraged by the Union to join. Queensland Independent Education Union Associate Membership entitles student members to free industrial and professional advice and the provision of regular Union journals. Queensland Independent Education Union Associate Members have access to job application kits and professional development to assist members seeking employment in the non-government sector.

**20. Signing in counterpart**

This agreement may be signed in counterparts.

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