

**Bachelor of Education (Early Childhood)
INTERNSHIP AGREEMENT 2020-2025**

BETWEEN

UNIVERSITY OF THE SUNSHINE COAST

AND

INTERNSHIP PROGRAM PARTNERS

THIS AGREEMENT is made the day of 2020

BETWEEN

UNIVERSITY OF THE SUNSHINE COAST

ABN 28 441 859 157

of 90 Sippy Downs Drive, Sippy Downs, Queensland

(University)

AND

(Internship Program Partners, as set out below)

THE STATE OF QUEENSLAND acting through the Department of Education of 30 Mary Street, Brisbane, 4000 (Department)

THE CORPORATION OF THE TRUSTEES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BRISBANE of 243 Gladstone Road, Dutton Park, 4102 (Brisbane Catholic Education)

INDEPENDENT SCHOOLS QUEENSLAND of 96 Warren Street, Spring Hill, 4000 (ISQ)

QUEENSLAND CATHOLIC EDUCATION COMMISSION of 1/143 Edward Street, Brisbane, 4000 (QCEC)

QUEENSLAND TEACHERS' UNION of 21 Graham Street, Milton, 4064 (QTU)

QUEENSLAND INDEPENDENT EDUCATION UNION of 346 Turbot Street, Spring Hill, 4000 (QIEU)

THE GOWRIE (QLD) INC of 33 Brookes Street Bowen Hills, 4006 (GOWRIE INC)

CRECHE AND KINDERGARTEN ASSOCIATION OF QUEENSLAND of 257 Gympie Road Kedron 4031 (C&K)

QUEENSLAND COLLEGE OF TEACHERS, of Level 5 601 Coronation Drive Toowong 4066 (QCT)

RECITALS

- A. USC wishes to implement the Internship Program to provide students with the opportunity to accept greater responsibilities than those available in usual practicum experiences.
- B. QTU, QIEU, and the QCT have agreed to support the Internship Program.
- C. The parties have agreed to collaborate to develop appropriate support structures and mentoring for Interns, while ensuring that student welfare remains of paramount importance.
- D. The parties acknowledge that the Internship Program is separate from the policies and guidelines issued for other Supervised Professional Experiences undertaken in the Bachelor of Education (Early Childhood) Program.
- E. The parties further acknowledge that the Internship is based on the recognised importance of partnerships and the roles played by the Mentor, Internship Coordinator and Interns are valued. The Internship is as an additional site-based experience, over and above the 80 days required by QCT, allowing Interns to have a realistic experience of being a graduate teacher. Interns are expected to use self-assessment and reflection to achieve performance levels in teaching commensurate with those described for graduate teachers.

1. DEFINITIONS

1.1 In this Agreement:

Commencement Date means 1 January 2020.

Intern means a final year USC Bachelor of Education (Early Childhood) student who has successfully completed a minimum of 80 days of Supervised Professional Experience and necessary course work, has demonstrated effective teaching competence, and has been granted an 'Internship authorisation' by QCT.

Internship Coordinator means the Early Childhood Centre's Director, kindergarten's Director or school's Principal or nominee coordinating the conduct of the Internship for that centre, kindergarten or school.

Internship Program means a site based (school/ kindergarten/ early childhood centre) professional development program developed for Interns of 3 weeks' duration, completed full-time (5 days per week). Bachelor of Education (Early Childhood) students will complete an Internship in the last semester of their program. The Internship Program will involve professional development for both Intern and Mentor, and up to 50% regular face-to-face teaching. The Internship Program may involve an Intern working with one Mentor or with a team of Mentors.

Mentor means an experienced registered teacher who chooses to work with the Intern in a co-teaching relationship while continuing to exercise accountability for their class's curriculum and assessment. Interns are provided, where possible, with the opportunity to work with school/early years Mentors who have supervised the Intern during a practicum or the final practicum of the student's degree. This means that a collegial relationship between Mentor and Intern is, in most cases, already developed.

Personal Information means information or an opinion (including 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.

Professional Learning Liaison means a USC staff member with QCT teacher registration who maintains communication with the Intern and the site staff.

Program Participant means schools from the education systems of the Department of Education and Training, employing authorities of the various Queensland Catholic Education Offices, Independent Schools; C&K, Gowrie Inc.

Relevant site Principal/Director means the Principal of a school or Director of a kindergarten/early childhood centre, where the Internship Program is being conducted.

Site includes school, kindergarten or early childhood setting in which the Intern is undertaking their Internship.

Supervised Professional Experience: means the teaching practice supervised by a QCT registered teacher and assessed against the Australian Professional Standards for Teachers. Students in the Bachelor of Education (Early Childhood) complete SPE in early childhood and primary school sites.

USC Internship Coordinator means the USC staff mentor that coordinates the Internship Program and provides support to Program Participants, Mentors, Interns and Internship Coordinators.

1.2 In this Agreement:

- a) words in the singular include the plural and the plural include the singular;
- b) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- c) "including" and similar expressions are not words of limitation;
- d) defined terms include other parts of speech and grammatical forms of the defined word or phrase of the Agreement; and
- e) headings are not intended to effect the meaning of the Agreement.

2. TERM

This Agreement commences from the Commencement Date and continues for a period of five (5) years unless terminated under Clause 14. The terms and conditions of this Agreement are not compromised by numbers of Interns placed or not placed.

3. OBJECTIVES

3.1 The objectives of the Internship Program are to:

- a. support the transition of Interns into the teaching profession;
- b. provide opportunities for Interns to experience all aspects of teachers' work within a site community;
- c. reinforce the opportunities for Interns to be involved in autonomous decision-making;
- d. enhance the Intern's ability to theorise and justify professional practice;
- e. develop in Interns the requisite knowledge and skills for teaching;
- f. foster collaboration between the parties; and
- g. advance the professional growth of all participants.

4. USC's OBLIGATIONS

4.1 USC will ensure a copy of this Agreement is made available as an online reference to enable access to this Agreement by all Program Participants, Mentors and Interns.

4.2 USC must obtain the appropriate written '*Internship Authorisation*' from QCT for each Intern before commencement within a Site under the Internship Program.

4.3 USC agrees to provide reasonable assistance and support for Interns, Mentors and Internship Coordinators in relation to their respective professional development needs arising from the Internship Program.

4.4 USC is responsible for appraisal of each Intern in accordance with the University policies and procedures on assessment and as detailed in the relevant course outline.

4.5 At regular intervals during the Internship Program, USC must engage in communication with Interns, Mentors, and Internship Coordinators.

4.6 USC will use reasonable endeavours to ensure that under the Internship Program, an Intern will:

- a. prepare a plan for the Internship Program in collaboration with their Mentor;
- b. prepare a teaching program in collaboration with their Mentor, which will include teaching of up to 50% face-to-face teaching of the Mentor's classes;
- c. plan effectively and use selected teaching and evidence gathering strategies/curriculum approaches relevant to their own professional growth and the students' learning; and
- d. prepare a professional portfolio including teaching plans, a reflective journal and a personal teaching philosophy.

4.7 USC will ensure 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* (Old) at the commencement of their Internship.

4.8 USC will notify the Relevant site Principal/Director where the Intern is placed if USC becomes aware that the Intern has had their Positive Suitability Notice cancelled or revoked under the *Commission for Children and Young People and Child Guardian Act 2000* (Old).

4.9 USC will use reasonable endeavours to ensure that Interns obey any lawful directions, rules,

codes or procedures of the Program Participant.

4.10 USC is responsible for the disciplining of Interns in accordance with Clause 10.

5. PROGRAM PARTICIPANT'S OBLIGATIONS

5.1 The Program Participant will:

- a. consider an Intern as appropriate and available for the Internship Program if:
 - i. the Intern has completed the number of practicum days as mandated by QCT;
 - ii. the Intern has received the *Internship Authorisation* from QCT;
 - iii. the Intern has demonstrated the appropriate level of competence; and
 - iv. the Intern holds a valid Blue Card.
- b. release the Mentor(s) to participate in professional development and Internship Program meetings;
- c. appoint a site-based Internship Coordinator to attend or be available for a preparatory meeting;
- d. ensure a risk assessment has been conducted for the class/es concerned and the Intern has been briefed about procedures to enact in the absence of the Mentor; and
- e. assume Workplace Health and Safety obligations for the Intern while they are on site and will ensure the intern is aware of all relevant Workplace Health and Safety policies, procedures and directions.

5.2 The Program Participant must ensure that:

- a. a Mentor will use their time released from face-to-face classroom contact on supervising, induction and professional activities, including but not limited to:
 - i. attending preparatory meeting/s with the USC Internship Coordinator to clarify the aims of the Internship Program and the roles of the Interns, Mentors, Internship Coordinators and the USC Internship Coordinator;
 - 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;
 - iv. inducting the Intern on relevant site policies (including relevant rules, issues and procedures);
 - 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 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 site policies; and
 - viii. participating in a debriefing session at the conclusion of the Internship Program;
- b. an Intern is not used as a supply or a substitute teacher. 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 5.1 (a);

- c. a Mentor is not used for substitute teaching in non-contact time while their Intern is responsible for teaching that Mentor's class;
- d. the relevant Principal /Director allocates an alternative Mentor if a Mentor is absent from the site through illness or other unforeseen circumstances. However, should no alternative Mentor be available then under negotiation:
 - i. the Internship will revert to a Supervised Professional Experience and the Mentor will be paid as a supervising teacher by USC in accordance with the appropriate Industry award; or
 - ii. the Internship will be terminated, and the USC Internship Coordinator will ensure the Intern is supported in meeting any assessment requirements; or the Internship will continue at another appropriate site; and
- e. the Internship Coordinator:
 - i. assigns a Mentor to the Intern;
 - ii. encourages the school community to accord the Intern the status and authority commensurate with the position; and
 - iii. supports the Intern's professional development through a planned induction program.

5.3 The Program Participant's obligations under this clause will be exercised through and performed by the Relevant site Principal/ Director.

5.4 Mentors and Internship Coordinators are not required to assess or report on Interns but may participate in general discussions on the progress of the Intern with a Professional Learning Liaison from USC during the Internship. All assessment for the Internship will be carried out by the University in accordance with USC policies and procedures on assessment and as detailed in the relevant course outline. Therefore, this Internship Program and the roles of Mentor and Internship Coordinator are different from those defined in the *Practice Teaching in State Schools Industrial Agreement (1992)*. In particular, no formal supervision or assessment is undertaken by the Mentor and, as such, Mentors and Internship Coordinators are not entitled to any allowance for participation in the Internship program.

6. INTERNS

6.1 USC will use reasonable endeavours to ensure the Interns:

- a. prepare a plan for the Internship Program in collaboration with their Mentor. The teaching programs should not exceed 50% regular teaching duties of the Mentor's classes;
- b. develop a sound understanding of duty-of-care provisions and legal risk management of curricular and co-curricular activities, and relevant school policies at the school;
- c. undertake action planning, developmental professional discussions and self-assessment requirements as prescribed by USC in partnership with the school and Mentor; and
- d. hold a valid Blue Card issued under the *Commission for Children and Young People and Child Guardian Act 2000* (Qld) at the commencement and for the duration of their Internship.

7. INSURANCE

7.1 Subject to Clause 7.3, USC holds and will maintain the following insurance coverage for the Interns undertaking the Internship Program:

- a. personal accident insurance;

- b. public liability insurance in the event that an Intern becomes legally liable for the injury to any person or damage to property caused the Intern's negligent act but excluding any loss or damage which arises due to the use of a motor vehicle;
 - c. professional indemnity insurance in the event that an Intern becomes legally liable for breach of duty owed in a professional capacity;
 - d. medical malpractice insurance (where applicable); and
 - e. corporate travel insurance if the Intern is more than 50km from their normal place of residence.
- 7.2 USC will provide the Program Participant with any details reasonably sought by the Program Participant concerning the coverage of these insurance policies, the sums payable under these policies and the procedures to be followed in the event of any person wishing to give notice of a claim.
- 7.3 In the event that the Program Participant pays an Intern for the Internship Program, which is a breach of this Agreement, then the Program Participant accepts complete responsibility for ensuring the Intern will be covered by the insurance policies of the Program Participant. The Program Participant will ensure that the Interns are not involved in any business activities of the Program Participant for which the Program Participant does not hold professional indemnity insurance.

8. INDEMNITY

- 8.1 USC indemnifies the Program Participant, its officers and employees against all liabilities, loss, damage, expense or cost ("Loss") which they suffer or sustain or incur as a result of any negligent act or omission by USC, its officers or employees in relation to the Internship Program.
- 8.2 The Program Participant indemnifies USC, its officers and employees against all liabilities, loss, damage, expense or cost ("Loss") which they suffer, sustain or incur as a result of any negligent act or omission by the Provider, its officers or employees.
- 8.3 A party's liability to indemnify under clause 8.1 or 8.2 will be reduced to the extent to which any Loss arises out of any negligent act or omission of the other party, its officers or employees or students (in the case of USC).
- 8.4 In no event will either party be liable to the other party for any damages if and to the extent caused by the other party's failure to perform its responsibilities or for any of the following even if informed of their possibility:
- a. loss of, or damage to data;
 - b. special, incidental or indirect damages or for any economic consequential damages;
 - c. loss of profits, business revenue, goodwill or anticipated savings; and
 - d. loss or liability incurred by the Provider as a result of a third party claim.

9. NO EMPLOYMENT RELATIONSHIP

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

10. MISCONDUCT

- 10.1 If the conduct of an Intern warrants disciplinary action against the Intern, in the opinion of the Principal/Director of the site at which an Intern is posted, the Program Participant will notify USC of the conduct.

- 10.2 USC is responsible for disciplinary action taken against an Intern.
- 10.3 If, in the opinion of the Relevant site Principal/Director, the conduct is of such seriousness as to require the suspension of the Intern, the Program Participant may require USC to promptly terminate or suspend the Internship.
- 10.4 The Program Participant, after consultation with USC, may allow any Intern suspended to again participate in the Internship Program on renegotiated conditions provided that they are consistent with the terms of this Agreement.
- 10.5 Any disciplinary action taken does not act as a waiver of any right that the Program Participant may have under this Agreement.
- 10.6 USC acknowledges and agrees that any Intern who is suspended from their Internship retains all of their rights in resolving disputes using USC's policies and procedures as if the incident had occurred at USC.

11. PRIVACY REQUIREMENTS

- 11.1 This clause sets out USC'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 USC 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 site Principal/Director or 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. 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.
- 11.2 If USC becomes aware of a breach of this clause, it must notify the Program Participants immediately.

12. CONFIDENTIALITY

- 12.1 USC must use reasonable endeavours to ensure that Interns, except with the Program Participant's consent or if required by law:
- a. keep information about a Program Participant's students confidential;
 - b. do not disclose information about Program Participant's students to a third party, other than relevant employees of the Site where they are completing their Internship; and
 - c. do not otherwise disclose information except in accordance with the policies of the Program Participant.

12.2 The Program Participant may require the Interns prior to undertaking the Internship Program to sign a confidentiality agreement.

13. INTELLECTUAL PROPERTY

13.1 The parties acknowledge and agree that any intellectual property created by an Intern whilst participating in the Internship Program will remain the property of the Intern unless otherwise agreed between the Program Participant and the Intern.

13.2 The Program Participant acknowledges and agrees that any documentation belonging to USC in relation to the Internship Program or its conduct (student manual, assessment forms) remains the property of USC and will not be copied and/or distributed without the prior written consent of USC.

13.3 USC acknowledges that any documentation belonging to the Program Participant in relation to the Internship Program or its conduct (induction and training materials) remains the property of the Program Participant and will not be copied and/or distributed without the prior written consent of the Program Participant.

13.4 For the purposes of this Agreement, intellectual property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, trade marks, design rights, circuit layouts and computer programs.

14. DISPUTE RESOLUTION

14.1 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.

14.2 After the giving of a notice under clause 14.1, USC and the Program Participant will use their best endeavours to resolve the dispute.

14.3 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.

14.4 If the parties are unable to resolve the dispute within 14 days, the party claiming that a dispute has arisen may terminate this Agreement in accordance with clause 15.

15. TERMINATION

15.1 Subject to clause 15.2, this Agreement may be terminated:

a. by giving at least 12 month's 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. the other party is in breach of any term of this Agreement; and

ii. the dispute resolution process has been used to try to rectify the breach; and

iii. the breach is not rectified after the dispute resolution process.

15.2 In the event that the party giving the notice (in the case of clause 15.1(a)) or receiving the notice (in the case of clause 15.1(b)) is a Program Participant, termination shall apply only in respect to them.

16. 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. Initial contact details are set out in the Schedule to this Agreement.

17. QCT's OBLIGATIONS

QCT will provide authorisation for the student to teach as an Intern subject to the conditions of Internship Authorisation and to USC attesting to the student's suitability and demonstrated satisfactory performance of required coursework to be completed in accordance with QCT guidelines.

18. QTU and QIEU's OBLIGATIONS

QTU and QIEU will extend to the Intern the opportunity to join as an associate member while the Intern is an enrolled student at USC. Such membership will be complimentary and will entitle the Intern to advice from union officers and advocacy on their behalf. The Intern will also receive union publications on both industrial and professional issues.

19. VARIATION AND ASSIGNMENT

19.1 Variation of any of the terms of this Agreement must be in writing and signed by the parties.

19.2 In particular, the parties acknowledge that they may agree to changes to the Program(s) the subject of this Agreement by substituting an existing Schedule to this Agreement or by the addition of a new Schedule to this Agreement.

19.3 Neither this Agreement nor any of the rights or obligations may be assigned, subcontracted or otherwise divested with the parties' prior consent.

20. GENERAL PROVISIONS AND INTERPRETATION

20.1 All notices by either party must be in writing and addressed to the relevant Liaison Officer. All notices must be sent by pre-paid post. Notices will be deemed to have been received on the fourth business day after posting.

20.2 The parties enter into this Agreement as independent contractors and nothing in this Agreement shall in any way deem an employee of one party or a Student to be treated as an employee of the other party nor shall it create a relationship between the parties of partnership, trust or joint venture.

20.3 This Agreement contains the entire agreement between the parties concerning the subject matter of the Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties.

20.4 A failure, delay, relaxation or indulgence by a party in exercising any power or right does not operate as a waiver of the power or right and a waiver of a breach does not operate as a waiver of another breach.

20.5 If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

20.6 Notwithstanding any other provisions of this Agreement, Clause 12, Clause 13 and this Clause 20 shall survive the expiry or termination of this Agreement.

20.7 This Agreement is governed by the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

20.8 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force except to the extent that the provisions to be severed would materially change the substance of this Agreement, in which case the parties will negotiate in good faith to seek agreement on a replacement provision that is valid and enforceable and will as far as possible, give effect to the intention of the parties, and in the absence of such agreement within a reasonable time, this Agreement will immediately terminate upon the written notice of either party.

The parties have executed this Agreement on the day and year above mentioned.

SIGNED for and on behalf of UNIVERSITY OF THE SUNSHINE COAST ABN 28 441 859 157 by a duly authorised officer:	
(Name of Signatory) Professor Shelley Dole	(Signature)
(Position title) Head of School USC School of Education	(Date)
(Name of Witness)	(Signature of Witness)

SIGNED for and on behalf of THE STATE OF QUEENSLAND acting through the Department of Education:	
(Name of Signatory) Mr Tony Cook	(Signature)
(Position title) Office of the Director-General, Department of Education	(Date)
(Name of Witness)	(Signature of Witness)

SIGNED for and on behalf of INDEPENDENT SCHOOLS QUEENSLAND:	
(Name of Signatory) Mr David Robertson	(Signature)
(Position title) Executive Director of Independent School Queensland	(Date)
(Name of Witness)	(Signature of Witness)

SIGNED for and on behalf of **QUEENSLAND CATHOLIC EDUCATION COMMISSION:**

(Name of Signatory)

Dr Lee-Anne Perry

(Signature)

(Position title)

**Executive Director of Queensland Catholic Education
Commission**

(Date)

(Name of Witness)

(Signature of Witness)

SIGNED for and on behalf of **QUEENSLAND TEACHERS' UNION:**

(Name of Signatory)

Mr Kevin Bates

(Signature)

(Position title)

President

(Date)

(Name of Witness)

(Signature of Witness)

SIGNED for and on behalf of **THE GOWRIE (QLD) INC:**

(Name of Signatory)

Ms Katy De Vries

(Signature)

(Position title)

(Date)

(Name of Witness)

(Signature of Witness)

SIGNED for and on behalf of **CRECHE AND KINDERGARTEN ASSOCIATION OF QUEENSLAND:**

(Name of Signatory)

Jane Bourne

(Signature)

(Position title)

Chief Executive Officer

(Date)

(Name of Witness)

(Signature of Witness)

SIGNED for and on behalf of **QUEENSLAND INDEPENDENT EDUCATION UNION** by

(Name of Signatory)

Mr Terry Burke

(Signature)

(Position title)

(Date)

(Name of Witness)

(Signature of Witness)

SIGNED for and on behalf of **QUEENSLAND COLLEGE OF TEACHERS** by

(Name of Signatory)

Deanne Fishburn

(Signature)

(Position title)

(Date)

(Name of Witness)

(Signature of Witness)

Contact Details

University of the Sunshine Coast	
Contact:	School of Education, Head of School Professor Shelley Dole
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Department of Education	
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Independent Schools Queensland	
Contact:	Executive Director of Independent School Queensland Mr David Robertson
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Queensland Catholic Education Commission	
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Queensland Teachers' Union	
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Queensland Independent Education Union	
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The Gowrie {QLD} INC	
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Creche and Kindergarten Association of Queensland	
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Queensland College of Teachers	
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