



Central Queensland
UNIVERSITY
Where Students Come First.

Faculty of Arts, Humanities and Education
GRADUATE INTERNSHIP PROGRAM AGREEMENT

THIS AGREEMENT is made on _____

- BETWEEN:** **CENTRAL QUEENSLAND UNIVERSITY** acting through the Faculty of Arts, Humanities and Education, Rockhampton 4702 (“CQU”)
- AND:** **THE STATE OF QUEENSLAND** acting through The Department of Education and the Arts, 30 Mary Street, Brisbane, 4000 (“Department”)
- AND:** **ROMAN CATHOLIC TRUST CORPORATION for the Diocese of Rockhampton** constituted by Letter Patent incorporating the Catholic Education Office – 143 West Street, Rockhampton, 4700 (“CEO”)
- AND:** **QUEENSLAND TEACHERS’ UNION**, 21 Graham Street, Milton, 4064 (“QTU”)
- AND:** **QUEENSLAND INDEPENDENT EDUCATION UNION** – 346 Turbot Street, Spring Hill, 4000 (“QIEU”)
- AND:** **QUEENSLAND COLLEGE OF TEACHERS (“QCT”)** – 39 Sherwood Road, Toowong, 4066 (“QCT”)

RECITALS

- A.** CQU wishes to introduce the 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 CQU Graduate Diploma of Learning and Teaching student who has successfully completed 56 days of supervised practicum in the form of professional attachment days, and necessary academic studies, has demonstrated effective teaching competence, and has been granted an ‘Internship authorisation’ by the QCT.

“Internship Program” (“the program”) means a school-based professional development program developed for Interns of 6 weeks’ duration, completed full-time (5 days per week). GDL&T students specializing 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 CQU Internship Coordinator, Site Coordinator, Mentors and Interns will negotiate programs. 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 their classes’ curriculum and assessment programs. 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 School Principal” means the Principal of a school where the Internship Program is being conducted.

“Site Coordinator” means the school’s Principal or nominee coordinating the conduct of the Internship Program for that school.

“Program Participant” means The Department of Education and the Arts, Catholic Education Office and Independent schools who have agreed to take an Intern.

“CQU Internship Coordinator” means the CQU staff who coordinate the Internship Program on each site and provide support to Program Participants, Mentors, Interns and Site Coordinators.

“Debriefing session” means a meeting between the CQU Internship Coordinator, Site 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.

“Professional Attachment days” means the supervised professional practice days that are completed in a learning site. The Professional Attachment replaces the traditional concept of the practicum by aligning theory with teaching practice. Built into each course (pre-Internship) is the requirement to complete supervised Professional Attachment days to enable the GDL&T student to complete the practical application tasks (Portal Task component) for each of the courses studied. Students complete 56 supervised days at a satisfactory level prior to the Internship.

2. Term

This Agreement starts on 9 October 2006 and continues until 31 December 2009 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. develop requisite skills and knowledge for teaching;
- vi. foster collaboration between the Parties; and
- vii. enhance the professional growth of all participants.

4. CQU's obligations

- 4.1 CQU must provide a copy of this Agreement to all participating schools, Mentors and Interns.
 - 4.2 CQU must obtain the appropriate written authorisation from the QCT for each Intern before placement within a school under the Internship Program. If requested, CQU must provide a copy of the authorisation to a Program Participant.
 - 4.3 CQU must develop and conduct programs to prepare Interns and Mentors for participation in the Internship Program.
 - 4.4 CQU must assist and support Interns, Mentors and Site Coordinators in relation to their respective professional development needs arising from the Internship Program.
 - 4.5 CQU must complete an appraisal of each Intern completing the Internship Program.
 - 4.6 At regular intervals during the operation of the Internship Program, CQU must conduct debriefing sessions for all Interns, Mentors, Site Coordinators and CQU Internship Coordinators.
 - 4.7 CQU 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
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- (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 at least one school activity and co-curricular activity; and
 - (f) prepare a teaching portfolio including teaching plans, a reflective journal and a personal teaching philosophy.
- 4.8 (a) CQU 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) CQU must, as soon as reasonably possible, notify the Relevant School Principal of the school where the Intern is carrying out their Internship, 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 CQU must ensure that Interns obey any lawful directions, rules or procedures of the Program Participant.
- 4.10 CQU is responsible for the disciplining of Interns.
- 4.11 CQU warrants that Interns have the competence to participate in the Internship Program.

5. Relevant School Principals' authority

The Relevant School Principals and/or their nominees will:

- (a) accept an Intern as an Intern if—
 - (i) CQU has advised of the authorization from QCT; and
 - (ii) the Intern has demonstrated the appropriate level of competence as indicated by a satisfactory grade for the Professional Attachment days; and
 - (iii) 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;
- (c) appoint a school based Site Coordinator to attend a preparatory meeting at CQU.
- (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—
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- (i) attending preparatory meetings with CQU to clarify the aims of the Internship Program and the roles of the Interns, Mentors, Site Coordinators and CQU 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.
- (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; 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 Internship will revert to a practicum and the Mentor teacher/s will be paid by CQU in accordance with the *Practice Teaching in State Schools Industrial Agreement (1992)*; or
 - (ii) the Internship will be terminated and the CQU Internship Coordinator will ensure the Intern is supported in meeting any assessment requirements; or
 - (iii) the Internship will continue at another school.
- (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 community to accord the Intern the status and authority commensurate with the position; and
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- (vii) 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 Principal.

7. Interns

The Intern will undertake the Internship Program at the school, ideally where the previous Professional Attachment days were 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 CQU 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 CQU course; and
- (d) ensure that a certificate of cover under the CQU Student Association Personal Accident Insurance Policy has been obtained and is available for inspection when requested by the Site Coordinator.
- (e) 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.

8. Insurance

8.1 CQU 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 CQU must give a copy of the insurance policies referred to in clause 8.1 to the Program Participant within 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 practicum experiences undertaken in the Graduate Diploma of Learning and Teaching;

- (b) Under this program, the role of Mentor and Site Coordinator is different from that of a supervising teacher and as such 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.

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 CQU must ensure that Interns do not represent themselves as employees or agents of the Program Participant.
- 10.3 A Mentor is not an employee or agent of CQU.

11. Indemnity

CQU 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 Relevant School Principal where an Intern is posted, the Program Participant will notify CQU of the conduct.
- 12.2 Subject to clause 12.3, CQU 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 Relevant School Principal, where 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 CQU Internship Coordinator that the Intern cease participation in the Internship Program.
- 12.4 The Program Participant, after consultation with CQU, 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 CQU acknowledges and agrees that any Intern who is suspended from their Internship retains all of their rights in resolving disputes using CQU's policies and procedures as if the incident had occurred at the university.

13. Requirements

- 13.1 This clause sets out CQU'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 CQU has access to Personal Information in order to fulfil its obligations under this Agreement, it must:
- (a) Where CQU 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 *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 CQU 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.
- 13.2 If CQU becomes aware of a breach of this clause, it must notify the Program Participants immediately.

14. Confidentiality

CQU must direct Interns—

- (a) to keep information about a student confidential; and
- (b) not disclose information about a student to a third party, other than relevant employees of the school where they are completing their Internship; and
- (c) 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, CQU 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 authorization for the student to teach as an Intern subject to CQU attesting to their suitability and demonstrated satisfactory performance during the Professional Attachment days (Supervised Professional Practice).

19. QUTU and QIEU obligations

QUTU and QIEU will extend to the Intern the opportunity to join as an associate member.

SIGNED for CENTRAL QUEENSLAND UNIVERSITY)
Acting through the Faculty of Arts, Humanities and Education)
by)
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(Name of person authorised to sign for the Faculty))
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.....)
(Designation of person signing))
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on)
(Date signed))
in the presence of:)
(Name of witness)

.....
(Signature of person signing)

SIGNED for THE STATE OF QUEENSLAND acting)
through the Department of Education and the Arts by)
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(Name of person authorised to sign for the Department))
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SIGNED for the QUEENSLAND TEACHERS' UNION)
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(Name of person authorised to sign for the Union))
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(Name of witness)

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SIGNED for the QUEENSLAND COLLEGE OF TEACHERS

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(Name of person authorised to sign for the College))
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on)
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in the presence of:)
(Name of witness)

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(Signature of person signing)

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**SIGNED for the QUEENSLAND INDEPENDENT
EDUCATION UNION by**

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(Name of person authorised to sign for the Union))
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in the presence of:)
(Name of witness)

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(Signature of person signing)

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(Signature of witness)

**SIGNED for the ROMAN CATHOLIC TRUST
CORPORATION for the Diocese of Rockhampton
Constituted by Letter Patent incorporating the Catholic
Education Office**

.....)
(Name of person authorised to sign for the Board))
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in the presence of:)
(Name of witness)

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(Signature of person signing)

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(Signature of witness)
