

**Memorandum of Agreement**  
**Independent Public Schools**  
**between**  
**Department of Education, Training and Employment**  
**and**  
**The Queensland Teachers' Union of Employees**

**Application and Purpose**

1. This Memorandum of Agreement ("the MOA") applies to Department of Education, Training and Employment employees appointed to teaching and classified teaching positions at Independent Public Schools ("subject employees").
2. The purpose of the MOA is to prescribe arrangements for the subject employees that are binding on, and enforceable by, the parties in accordance with the MOA and *Department of Education, Training and Employment School Teachers' Certified Agreement 2012* ("the Certified Agreement").
3. The parties agree to abide by the terms of the MOA, having regard to the application and purpose of this MOA.

**Objective**

4. The objective of this agreed position is to provide a framework for the terms and conditions of service for the subject employees. Any review of this position should occur through consultation and review between the parties.

**Date and Period of Operation**

5. The MOA shall remain in force from 14 May 2013 for the operative lifetime of the Certified Agreement.
6. The parties may agree to vary the MOA by written agreement signed by the parties during the life of the MOA/Agreement.

**Termination of Agreement**

7. Either party may terminate this MOA by providing written notice to the other party.
8. This MOA will cease to have effect 16 weeks after a party provides such written notice of termination to the other party.

**Dispute Resolution**

9. In accordance with the Dispute Resolution provision (Part 3) of the Certified Agreement, either party may seek the assistance of the Queensland Industrial Relations Commission ("the Commission") in relation to a dispute arising from the application of the MOA.
10. The parties may not seek the assistance of the Commission in relation to the creation of this or a replacement MOA.

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11. In accordance with s.181 of the *Industrial Relations Act 1999*, the parties must not engage in industrial action in relation to the MOA.

## Arrangements

12. The following arrangements will apply to subject employees:

### 12.1 Process for becoming an Independent Public School

A process for raising issues, queries and concerns in relation to the Independent Public School program is to be established and the process is to be open and transparent to all school employees. A process for regular communication with and updating of all school employees on the nomination process and associated issues is to be established. These processes may occur through the Local Consultative Committee, which is also an appropriate forum to discuss any matters giving rise to workload issues.

The parties agree to a process of consultation around appropriate mechanisms for future nomination of schools for the Independent Public Schools program.

### 12.2 Staffing

Funds allocated in the total school budget for staffing must be used for the employment of staff. Notional allocations for staffing are to be used rather than real dollar allocations to schools for staffing.

Within one month of the announcement of the inclusion of a school in the Independent Public Schools initiative, all permanent staff who have a substantive position at the school at that time may request a transfer/relocation to another school within reasonable travel time of their home and that request will be considered favourably subject to suitable vacancies. This facility is not available to any officer who is the subject of a Managing Unsatisfactory Performance process.

Teachers and classified teachers who are employed at Independent Public Schools remain employees of the Department of Education, Training and Employment. All classified teaching positions should remain as permanent employees of Independent Public Schools.


### 12.3 School councils

The school council membership and role is subject to the provisions of the *Education (General Provisions) Act 2006*. The role of the school council will focus on the broad strategic direction of the school with day-to-day management remaining the responsibility of the Principal.

### 12.4 Transfers and relocations

Teachers requesting a transfer or relocation to a different region will have their application for transfer or relocation considered through the annual teacher transfer process. Review of the teacher transfer or relocation process which considers the role of Independent Public Schools shall be the subject of timely consultation between the parties.

### 12.5 Procedures

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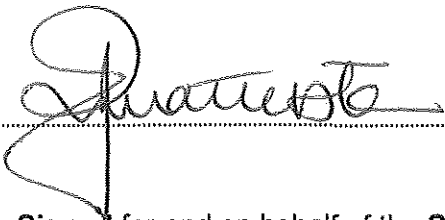
A transparent and accountable Policy and Procedure Register will be available for Independent Public School employees covered by this MOA.

### 12.6 Changes to Independent Public Schools

Ongoing consultation will occur between the Queensland Teachers' Union and the Department of Education, Training and Employment in relation to the implementation and any modification of the Independent Public Schools program.

#### SIGNING

Signed by the Parties on the dates set out below.



Signed for and on behalf of the **State of Queensland** represented by the **Department of Education, Training and Employment** through Education Queensland

by JIM WALLERSTON

this 13<sup>th</sup> day of June 2013



Signed for and on behalf of the **Queensland Teachers' Union of Employees** by the person named below who warrants they are duly authorised to sign for and on behalf of the **QTU**

by GRAHAM MOLONEY

this 14<sup>th</sup> day of May 2013