

Memorandum of Agreement

Independent Public Schools

between

Department of Education

and

the Queensland Teachers' Union of Employees

Application and Purpose

1. This Memorandum of Agreement (the MOA) applies to Department of Education (DoE) 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 and Training State School Teachers' Certified Agreement 2016* (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. This MOA replaces all previous versions and shall remain in force 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 (QIRC) in relation to a dispute arising from the application of the MOA.
10. The parties may not seek the assistance of the QIRC in relation to the creation of this or a replacement MOA.
11. In accordance with s.234 of the *Industrial Relations Act 1999* (Qld), 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 (IPS)

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. The government retains responsibility for funding of specific systemic imperatives e.g. workers compensation, workplace health and safety requirements.

Within one month of the announcement of the inclusion of a school in the IPS 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 an IPS remain employees of the Department of Education. 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* (Qld). The role of the school council will focus only 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 IPS shall be the subject of timely consultation between the parties. In accordance with the *Department of Education and Training State School Teachers' Certified Agreement 2016* clause 9.3.3. The parties agree to work collaboratively towards more effective and efficient transfer and relocation processes which include all state schools including Independent Public Schools.

12.5 Industrial instruments and procedures

School decisions and actions are to be compliant with existing provisions and conditions contained within applicable certified agreements, awards or established memoranda of agreement. A transparent and accountable Policy and Procedure Register will be available for IPS employees covered by this MOA.

12.6 Changes to IPS

Ongoing consultation will occur between the Queensland Teachers' Union and the Department of Education in relation to any modification of the IPS program.

SIGNING

Signed by the Parties on the dates set out below.

Patricia Walton

Signed for and on behalf of the State of Queensland represented by the Department of Education

by *Patricia Walton*

this *22nd* day of *March* 20*18*

G. Meloney

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 Meloney*

this *29th* day of *March* 20*18*
