

Queensland State Schools Resourcing Framework Guide



16 August 2019



Queensland
Government

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Introduction

Queensland state schools are resourced to deliver high quality education services, improve student learning outcomes and manage school operations. School resourcing including staffing, funding, infrastructure and information technologies is provided through allocated methodological formulae and specific determinations made at central and regional levels. The overarching resourcing arrangements are focused on addressing student needs across the state-wide footprint of Queensland state schools. All schools receive core resources and these may be supplemented by targeted resources to support schools to address specific needs. These may include:

- the needs of rural, remote and small schools
- closing the historical gap in educational achievement between Indigenous and non-Indigenous students¹
- addressing the link between low socio-economic status (SES) and poorer educational outcomes
- meeting the education adjustment and support needs of students with disability.

This guide provides a high-level summary to help school leaders better understand their school resource allocations. For information on individual school-level allocations, Queensland state schools have access to a secure on-line School Budget Solution. Further information is available to principals and other staff through the department's intranet (OnePortal) or regional offices.

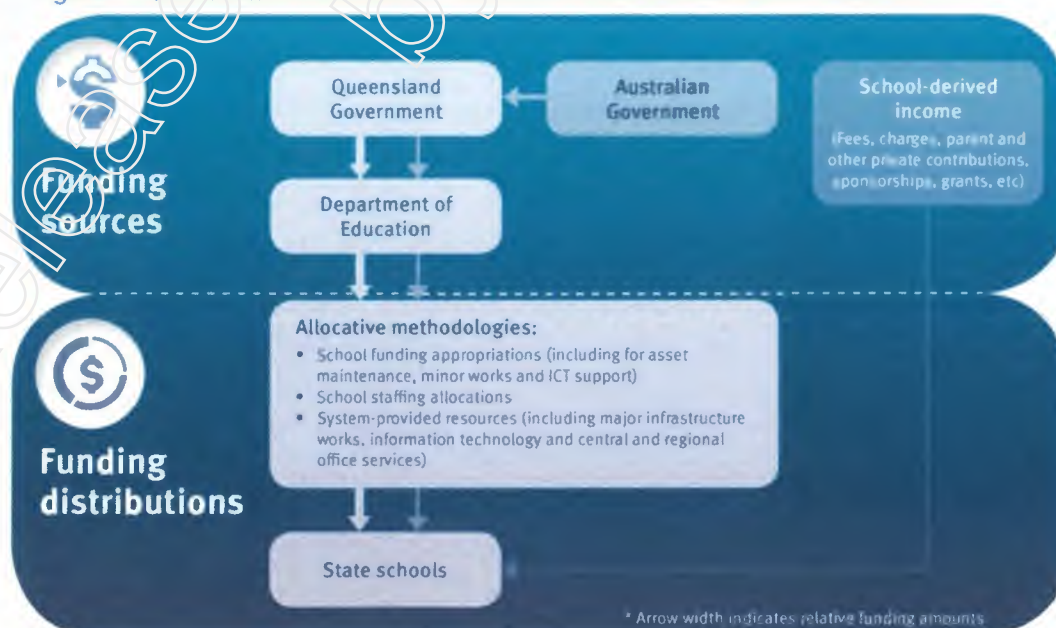
¹ The word Indigenous in this document refers to Aboriginal and Torres Strait Islander people of Australia.

School income sources

Around 95% of Queensland state school revenue comes from a combination of Queensland and Australian Government funding, with the remainder from school-derived income such as fundraising by Parents and Citizens' (P&C) associations and donations. Schools are funded to provide students with instruction, facilities and administration. Government funding is allocated each year to schools predominately as school funding appropriations and staffing allocations, with schools developing and implementing annual plans and budgets for the use of these resources. Cash from appropriations and school-derived income is managed through school bank accounts to meet operating expenditure and minor capital works.

Parents are responsible for providing textbooks, consumables, and equipment (such as musical instruments, or personal ICT devices when opting into 1-to-1 programs) to enhance student learning. Schools may, if they choose (in consultation with school P&C associations), offer a Student Resource Scheme as a convenient and cost effective way of sourcing the resources students require. Student Resource Schemes are run on a cost-recovery basis, and participation is optional for parents. Schools may also operate a voluntary contributions scheme to improve facilities and amenities, including classroom consumables or student ICT devices.

Figure 1: Queensland state schools income sources and resource allocations



School resourcing framework

Queensland state schools are resourced through a combination of school funding appropriations, staffing allocations and system-provided resources. Queensland state schools have significant autonomy in the management of their resources, with core funding appropriations and staffing allocations managed flexibly within legislative and industrial requirements. The framework's vision is for **predictable, flexible, needs-based and outcome-focused school resourcing**. Central office, regions and schools are all required to achieve value for money by identifying and prioritising objectives, monitoring budgets and assessing benefits.

Figure 2: Queensland's state schools resourcing framework



School funding appropriations

Funding is appropriated to Queensland state schools from state and federal sources to meet recurrent operating costs and student needs, and to support implementation of specific programs and initiatives. This includes information technology support, asset maintenance and minor infrastructure and capital works. The department publishes online a list of all [school appropriations](#).

Funding is paid to schools (or host schools) regularly throughout the year depending upon the specific terms of the appropriation. Schools receive main operating payments once per term, and receive other program payments in accordance with program specifications (e.g. monthly or quarterly), totalling a possible 16 appropriation payments per year. The online profiles provide guidance on payment timing for each appropriation.

Appropriations are categorised as:

- core funding – that does not require financial acquittals and
- targeted funding which must be spent for the specified purpose and accounted for separately.

Some core and targeted funding requires an application by the school. Both core and targeted appropriations are used to address student disadvantage.

The formulae underpinning school appropriations depend on identification of specific school and student needs. Different rates apply depending on the characteristics of each school. Also different school types and groups of schools are eligible for different appropriations.

Some school appropriation formulae may include one or more base per student and/or base per school amounts. The annual base per student amount may be determined by the budgeted annual allocation for all schools in a particular year. For example, there is an annual state-wide budget allocated to support Indigenous students to be enrolled, engaged and achieving in school, and progressing at the same rate as non-Indigenous students. Funding is provided to schools from this budget on a needs-basis taking into consideration a number of factors including a school's Indigenous student enrolment. In some cases the base per student amount is combined with other factors in the funding calculation (e.g. Index of Community Socio-Educational

Advantage (ICSEA) weighted enrolments, locality index). Other components include: funding equivalent to notional staffing entitlements; funding based on teacher relief costs; funding based on specific curriculum offerings or other eligibility criteria such as geographic location or size of school grounds; shared funding allocated to clusters of schools; or funding allocated on a regional basis.

Core appropriations

Core appropriations are provided to schools to meet operating expenses and student needs. There is considerable flexibility around school use of these funds. Core appropriations are categorised into general operating appropriations to meet general recurrent operating costs and other appropriations for specific programs or initiatives.

The main school appropriation assists schools to meet recurrent operating costs. All Queensland state schools, including Schools of Distance Education, are eligible for general operating appropriation funding. Some 100 smaller appropriation categories exist to support specific school or student needs and programs. The full set of core appropriations equals the overall allocated school funding budget that is managed flexibly by the school.

Targeted appropriations

Targeted appropriations are provided to schools to meet specified outcomes such as enhancing educational outcomes or providing experiences for groups of students identified with specific needs. Targeted appropriations must be used for their specified purpose and may involve acquittal or accountability mechanisms including reporting publicly or to School Councils and/or P&C associations.

Appropriations available by application

Most funding appropriations are calculated and paid automatically based on the school's eligibility as determined by each program's policy. However, some require specific application or expression of interest to receive funding. For further information, refer to the [online school appropriation profiles](#).

School staffing allocations

The majority of staffing resources that flows to Queensland state schools is not paid as cash to the school but rather is delivered through notionally allocated full-time equivalent (FTE) staffing positions. The allocation of teachers and other staff is determined by formulae that take into account schools' enrolment profiles and other characteristics. Principals are able to flexibly use staffing allocations to meet the needs of the school, within the context of legislative, industrial and departmental policy frameworks.

School staffing allocations are categorised as:

- core staffing allocations or
- targeted staffing allocations.

Core staffing allocations

The core notional allocation of staffing resources for all schools is intended to support diverse levels of student need. School allocations for both teaching and non-teaching staff are determined by a range of approved methodologies. School staffing allocations are generally determined on the basis of enrolments as at the eighth day of the school year (Day 8), confirming the number of classroom teachers, promotional positions (Heads of Department and Deputy Principals), teacher aides and administrative support allocations.

Principals have flexibility to determine the most appropriate mix of their allocated staffing resources, including being able to consume resources at different times during the year, as different types or classification of positions and/or convert allocations to cash. This flexibility exists within a well-defined industrial relations framework that involves local-level consultation. Schools may convert core staffing allocations to cash using processes managed by the department's Human Resources Branch together with information provided by regionally-based human resources teams to ensure arrangements comply with relevant legislative, industrial and departmental policy requirements.

Each year, it is the responsibility of principals to manage the school staffing establishment in accordance with teaching and support staff allocations and relevant industrial instruments. The core establishment can be supplemented

through school-funded positions. A multi-year forecaster is provided to schools to assist with workforce planning.

Targeted staffing allocations

To help address the diverse learning needs of students, targeted staffing allocations are provided directly to schools or to regions. For the commencement of the school year, schools are provided with indicative targeted resources based on forecast enrolment numbers provided the prior year. Once enrolment numbers are confirmed on Day 8, targeted resourcing allocations are adjusted accordingly. The formula-driven resource allocation models used to calculate targeted staffing entitlements are the Students with Disability allocative model and Whole School Support -- Student Learning Resources (WSS-SLR) model.

Staffing allocations to address student needs include weightings based on factors such as Socio-Economic Status (SES), Index of Community Socio-Educational Advantage (ICSEA), length of time in Australia for new arrivals/refugees, and the level of educational adjustment required for students with disability.

Specialist staffing provided as part of the targeted resourcing is allocated to schools based on assessment of data and emerging local need. This approach is advantageous as it influences the development of schooling models such as 'clustering' and 'hosting' to share resources across schools. Specialist staffing resources are allocated for various categories of students identified as having additional educational support needs (for example, students with disability and students for whom English is an additional language or dialect (EAL/D)).

Staffing and resources available by application

Each region is allocated a funding pool as part of the Students with Disability and WSS-SLR allocative models to assist in responding to unique, emerging and complex situations in schools. Schools may apply to the regional office to access these funds if additional support is needed to manage local or complex issues, particularly those that arise during a school year. For example, this funding may be used for improved school capacity or additional focused teaching support.

System-provided resources

System-provided resources are provided 'in kind' by central and regional offices for all state schools. A broad array of system-provided support services and resources are available to schools to support their operations. These include:

- infrastructure
- information and communication technologies
- human resources
- financial, procurement and audit services
- education and delivery support services and coordination.

Infrastructure

Major infrastructure funding is administered and coordinated centrally, whereas asset maintenance and minor infrastructure works are funded via school appropriations. Major infrastructure investment is categorised as either:

- growth — infrastructure investment to meet demographic demand growth requirements (new schools and additional capacity for existing schools)
- renewal — replacement or enhancement of existing school facilities
- specific purpose — nominated investments with defined funding sourced external to base departmental infrastructure funding
- maintain and sustain — works to enable the continued operation of infrastructure in accordance with existing functionality requirements.

Through investments to maintain and sustain school assets, state schools receive separate core and targeted appropriations for minor works and maintenance funding. Principals and their communities have the choice to use services provided through the Department of Housing and Public Works (DHPW) Building and Asset Services (BAS) division to deliver maintenance services or source local contractors to deliver planned, emergency and routine breakdown maintenance via a direct to market (D2M) delivery option. Schools are able to choose their maintenance provider at the commencement of each

financial year. Schools choosing D2M are allocated funds directly to their bank account. Schools using the BAS delivery model have a notional allocation that is supported by automated billing arrangements that seek to reduce the administrative burden on schools.

Planned maintenance priorities/tasks are selected by schools from information in the school's Asset Life Cycle Assessment (ALCA), conducted by an external contractor. These tasks are funded from the school allocation. Schools routinely identify minor maintenance items such as dripping taps and use their maintenance allocation and/or other available resourcing to rectify these issues. Additional funding for emergency maintenance is pooled and held regionally, and there is a centrally-held allocation to fund health and safety issues. Disaster and emergency management (fires, floods, cyclones) expenditure is managed centrally and is supported through the Queensland Government Insurance fund (QGIF).

Schools have discretion to use appropriated funding for upgrade works, maintenance or small capital projects.

Where a school has significant maintenance issues that cannot be addressed from within its available resourcing, these can be escalated to the regional infrastructure team for consideration under special maintenance funding. For further information, schools should contact their Infrastructure Advisor or visit the School Maintenance webpage on OnePortal.

Information and communication technologies (ICT)

All state schools benefit from a wide range of centrally-coordinated ICT initiatives.

The Information and Technologies Branch business model provides services via a three-tiered delivery framework, which gives schools choice in how they access digital services:

1. Enterprise services — centrally funded IT services are delivered to all schools, with end-to-end service guarantees and defined standards. Examples include departmental applications (OneSchool; Blackboard); network infrastructure; ICT security; software licencing; and Computers for Teachers program

2. On-demand services — additional investment in services to meet increased demand and service innovation. Examples include increase in internet bandwidth and additional wireless infrastructure
3. Third party managed services — optional brokered IT services (external to the department) to meet school needs which are compatible with existing enterprise services. Examples include electronic attendance management systems and online library management systems.

Schools receive allocations for ICT within their appropriations, which may be supplemented by other available funding, for the management of local ICT assets. Examples include school servers and computers. Schools also receive additional funding to support ICT assets.

Schools are required to manage ICT assets using a lifecycle approach through five stages of plan, purchase, implement, utilise and enhance/retire.

Principals and other staff can refer to OnePortal for detailed information on services provided by Information & Technologies Branch.

Human Resources

A range of human resources support and delivery functions are provided by the department through centrally or regionally based service teams.

Recruitment, payroll, staffing, workforce management, workplace health and safety, industrial relations and rehabilitation advisory and support services are provided through specialist teams. This approach provides highly cost-efficient and specialised services that reduce the administrative burden on schools.

The Human Resources function of the department negotiates employment conditions and agreements, assists with investigations and disputes, undertakes investigations and provides advisory services and support.

Finance and Procurement

The department provides a standardised school financial management system and processes to support schools in the management of their financial resources. These processes are supported through centrally and regionally based teams providing expert advice and direction in the areas of finance and procurement. Schools benefit from being able to enhance purchasing power through the use of standing offer arrangements with suppliers, and have

access to regional financial staff to support planning, management, compliance and accountability.

Central and regional office support

To help principals meet their financial and resource management responsibilities, the department provides a range of systems, tools, policies, procedures and training. Centrally and regionally administered services and programs include:

- governance and reporting frameworks and services
- curriculum support and coordination
- school sport
- risk management;
- policy, planning and performance advisory services
- school leadership development programs
- curriculum materials and services
- research and data analysis, including the annual School Opinion Survey and the Next Step survey of Year 12 completers
- P&C and School Council support
- legislative and legal support services
- communications, media and marketing support services
- state-wide coordination of specialist services such as therapists and counsellors, including disability support services.

For further information, principals and other staff can refer to their regional advisory services or information on OnePortal.

Further information

Click on the links below for further details. Additional information is available to principals and other staff through the department's intranet (OnePortal).

Table 1: Key website links

Topic	Web address
School funding appropriations	https://education.qld.gov.au/about-us/budgets-funding-grants/grants/state-schools
Regional office contacts	https://education.qld.gov.au/contact-us/state-schools-regional-contacts

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s. 193 – certification of an agreement

State of Queensland (Department of Education)
and
Queensland Teachers Union of Employees
and
Together Queensland, Industrial Union of Employees

(Matter No. CB/2019/101)

**DEPARTMENT OF EDUCATION STATE SCHOOL TEACHERS' CERTIFIED
AGREEMENT 2019**

Certificate of Approval

On 19 November 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Department of Education State School Teachers' Certified Agreement 2019*

Parties to the Agreement:

- State of Queensland (Department of Education)
- Queensland Teachers Union of Employees
- Together Queensland, Industrial Union of Employees

Operative Date: 19 November 2019

Nominal Expiry Date: 30 June 2022

Previous Agreements: *Department of Education and Training State School Teachers' Certified Agreement 2016 (CA/2016/34)*

Termination Date of Previous Agreement: 19 November 2019 (CB/2019/100)

By the Commission

O'CONNOR VP

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1.1 Title

This Agreement shall be known as the *Department of Education State School Teachers' Certified Agreement 2019*.

1.2 Arrangement

Subject Matter	Clause No.
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PART 1 – PRELIMINARY

1.3 Application

- 1.3.1 The *Department of Education State School Teachers' Certified Agreement 2019* (Agreement) shall apply to:
- (a) the Director-General, Department of Education as Chief Executive Officer of the Department of Education (the Department);
 - (b) employees engaged under the *Teaching in State Education Award – State 2016* (Award), including those located at the Queensland College of Teachers and the Office of the Queensland Studies Authority;
 - (c) Queensland Teachers' Union of Employees (QTU); and
 - (d) Together Queensland, Industrial Union of Employees.

1.4 Date and Period of Operation

- 1.4.1 This Agreement, certified on 19 November 2019, shall operate from 1 July 2019 and shall have a nominal expiry date of 30 June 2022.

1.5 Posting of Agreement

- 1.5.1 A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement so as to be easily read by all employees.

1.6 Relationship to Awards and Industrial Agreements

- 1.6.1 This Agreement will supersede and replace the *Department of Education and Training State School Teachers' Certified Agreement 2016* in its entirety.
- 1.6.2 This Agreement operates in conjunction with the following Awards and Industrial Agreements:
- (a) *Teaching in State Education Award – State 2016*; and
 - (b) *Practice Teaching in State Schools Industrial Agreement*.
- 1.6.3 Where there is any inconsistency between this Agreement, the above Award and Industrial Agreement, this Agreement will prevail to the extent of any inconsistency.

1.7 Objectives of this Agreement

- 1.7.1 To enhance delivery of educational services that:
- (a) provide efficient and high quality services;
 - (b) support initiatives in school-based planning, management and accountability frameworks;
 - (c) implement fair and equitable employment practices in support of a workforce that is diverse in background, experiences and skills; and
 - (d) develop highly skilled teachers who are committed to client service, continual improvement, employee accountability, ongoing learning and collaborative team work.
- 1.7.2 To provide certainty for teachers and the Department in relation to remuneration outcomes for the life of this Agreement.
- 1.7.3 To provide mechanisms for achieving the objectives of this Agreement.
- 1.7.4 To provide industrial stability for the duration of this Agreement.
- 1.7.5 To enunciate agreed dispute resolution processes.

1.8 Commencement of Negotiations for Replacement Agreement

- 1.8.1 The parties agree to commence negotiations as early as six months prior but no later than three months prior to the expiry of this Agreement (i.e. negotiations are to commence as early as 1 January 2022 and no later than 1 April 2022) with a view to negotiating and settling a replacement certified agreement.

1.9 No Further Claims

- 1.9.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

- 1.9.2 Notwithstanding clause 1.9.1, the parties may agree to negotiate subsidiary agreements in the form of Memoranda of Agreement or Joint Statements in response to emergent circumstances such as policy initiatives during the life of this Agreement.

- 1.9.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:

- (a) General Rulings* and Statement of Policy issued by the Queensland Industrial Relations Commission (QIRC) that provide conditions that are not less favourable than current conditions;
- (b) any improvements in conditions that are determined on a whole of government basis; and
- (c) reclassifications.

(*Note: for the purpose of this clause "General Rulings" does not include State Wage Case decisions).

1.10 Certified Agreement Implementation Committee

- 1.10.1 The Certified Agreement Implementation Committee (CAIC) is established for the life of this Agreement for the Department and QTU to oversee the implementation of matters contained within this Agreement.

- 1.10.2 The CAIC will operate to ensure that parties discuss, in a timely and cooperative manner, the introduction, implementation and review/evaluation of initiatives in this Agreement.

- 1.10.3 Membership of the CAIC shall be agreed between the parties and comprise a membership of no more than six persons in total of appropriate seniority to oversee the implementation of this Agreement. The CAIC will meet quarterly by Agreement.

- 1.10.4 The CAIC is not to replace other existing committees detailed in this agreement nor form part of the dispute resolution process.

1.11 One-off Payment

- 1.11.1 A one-off payment of \$1250 (pro rata for part-time and casual employees) will be payable following certification of this Agreement to eligible employees. An eligible employee is defined as:

- (a) a permanent or temporary employee employed in the Stream 1 Classroom Teacher classification structure (including Community and Assistant Teachers and Pedagogy and Literacy/Numeracy Coaches) as at the date of certification of this Agreement (whether or not on paid or unpaid leave); or
- (b) a permanent or temporary employee substantively employed in the Stream 1 Classroom Teacher classification structure who has been acting in a Stream 2 or Stream 3 position for a period of less than 3 months, as at the date of certification of this Agreement; or
- (c) a casual employee who has worked a minimum of 100 days in the preceding 12 months as at the certification date of this Agreement.

- 1.11.2 The one-off payment of \$1250 will be paid on a proportionate basis as follows:

- (a) For part-time employees, a pro rata amount based upon their full-time equivalent (FTE) employment status as at the date of certification of this Agreement (capped at \$1250).
 - (b) For casual employees, a pro rata amount based on the average hours of work in the preceding 12 months prior to certification of this Agreement (capped at \$1250).
- 1.11.3 Eligible employees who have returned from parental leave on a part-time arrangement since 1 July 2019, will have their payment calculated based upon the greater of their FTE employment status:
- (a) immediately prior to commencing parental leave; or
 - (b) as at the certification date of this Agreement.
- 1.11.4 The one-off payment will be paid in the first available pay period following the certification date of this Agreement by the QIRC and will not form part of future certified agreements.

PART 2 - WORKING AND LEARNING CONDITIONS

2.1 Class Sizes

- 2.1.1 Schools will be funded for staffing in accordance with student/teacher ratio based on established class size targets. The parties acknowledge the fundamental importance of class size contributing to the learning outcomes of students and the health and welfare of teachers.
- 2.1.2 Accordingly, the Department is committed to the following maximum class size targets:
- | | |
|-----------------------------------|--------------------------|
| Prep, Years 1-3, Years 11-12..... | 25 students per teacher |
| Years 4-10..... | 28 students per teacher. |
- 2.1.3 The class size targets for composite classes are informed by the relevant year level target. Where composite classes exist across cohorts (e.g. year 3/4) the class target would be the lower cohort target.
- 2.1.4 Classroom teacher numbers are allocated for the purpose of facilitating class size target achievement as part of the school Day 8 staffing allocation. Classes in excess of these maximum target sizes should only occur in exceptional circumstances.
- 2.1.5 Where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely, collaborative and consultative process with staff in accordance with the consultative principles contained in this Agreement including through the Local Consultative Committee (LCC) in schools required to have one.

2.2 Additional Non-Contact Time for Primary and/or Special Schools

- 2.2.1 From the beginning of Semester 1, 2022:
- (a) A classroom teacher will be allocated an additional 30 minutes of non-contact time (NCT) per week. This will take the provision of NCT for a classroom teacher to no less than 150 minutes per week.
 - (b) The teacher librarian allocation will contribute to the increased provision of NCT at a level consistent with the NCT contribution by specialist Music, Health and Physical Education and Language teachers.
 - (c) The parties acknowledge the provisions of the Award at 15.1(b)(iii)(B) will apply to the provision of additional NCT.

2.3 Use of Non-Contact Time

- 2.3.1 This clause is to be read in conjunction with the Award.
- 2.3.2 The main function of non-contact time is to undertake the necessary planning, preparation and correction to effectively carry out the role as teacher.

- 2.3.3 The Award entitlement to non-contact time may be used for the preparation, planning and correction of class activities. During non-contact time, teachers make decisions regarding what tasks they will complete during this period. These tasks may include:
- collaborative preparation, planning and correction;
 - planning for class and group teaching instruction;
 - curriculum planning;
 - setting and correction of assessment items;
 - evaluating and assessing;
 - compilation of assessment records; and
 - planning for excursions.
- 2.3.4 Non-contact time will be allocated during timetable development. In primary and special schools, the timetabling of non-contact time should be by agreement at the school level between the Principal and the teacher. In those circumstances where agreement is unable to be reached, the Principal will determine the method of implementation of non-contact time. Parties are required to bargain in good faith and will not unreasonably withhold agreement.
- 2.3.5 Where non-contact time is unable to be accessed by a teacher due to planned school activities, consultation will occur to make alternative arrangements with the teacher for replacement of such time, where appropriate.
- 2.3.6 Use of non-contact time provided in excess of the Award entitlement will be determined by the Principal.

2.4 Beginning Teachers Non-Contact Time

- 2.4.1 From the beginning of 2021, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in a primary and/or special school will be allocated an additional 60 minutes of non-contact time per week over and above their entitlement to non-contact time prescribed in the Award or other parts of this Agreement.
- 2.4.2 From the beginning of 2021, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in a secondary school will be allocated an additional 70 minutes of non-contact time per week over their entitlement to non-contact time as prescribed in the Award or other parts of this Agreement.

2.5 Allocation of Duties – Heads of Department (Curriculum) in Primary and Special schools

- 2.5.1 The following minimum administrative time arrangements apply for Heads of Department (Curriculum) (HODC) in primary and special schools:

Enrolment Threshold	Teaching Load	Non – Teaching Component Centrally Funded FTE	Non – Teaching Component CCT Contributed from School
225* < 300	0.6 FTE	0.2 FTE	0.2 FTE
300 < 325	0.5 FTE	0.2 FTE	0.3 FTE

* see cl.2.5.5

- 2.5.2 Schools with model allocated HODC will contribute 0.2/0.3 administration time from their school Curriculum Coordination Time (CCT) allocation.
- 2.5.3 Schools with school funded HODC will be required to fund the administration time for these HODCs with a minimum 0.4/0.5 according to above thresholds.
- 2.5.4 Primary and special HODC are allocated pro rata non-contact time according to their teaching load.
- 2.5.5 The Department commits to centrally fund permanent HODC positions in primary schools with enrolments of 225 to 324. From the beginning of 2021, HODC allocation in primary schools will be based on enrolments within a range of 200 to 324 with the administrative time arrangements as prescribed in clause 2.5.1.

2.5.6 The release time for these centrally allocated HODC positions will utilise the school's CCT allocation, with an additional centrally allocated HODC position, provided schools meet costs associated with non-teaching release time.

2.6 Allocation of Duties – Heads of Department (Secondary)

2.6.1 The administration time of a Head of Department (Secondary) (HOD) will be as follows:

Department Description	Administration Time
Program: Less than 80 hours of program taught. Staff: Less than four full-time equivalent teaching staff. Complexity: Usually a small department confined to discrete subject area responsibilities.	0.4 FTE
Program: 80 – 150 hours of program taught. Staff: More than four but less than eight full-time equivalent teaching staff. Complexity: Medium / average sized department (e.g. core areas in most schools including many 'non-curriculum' positions).	0.5 FTE
Program: More than 150 hours of program taught. Staff: More than eight full-time equivalent teaching staff. Complexity: Large sized department (often across subject area or core in very large schools or dealing with extremely complex management or welfare issues).	0.6 FTE

2.6.2 The administration time for a HOD includes non-contact time.

2.6.3 The allocations outlined above may be varied following consultation at the school level provided that the minimum release time for a HOD with greater than 80 hours of the school program taught is 0.5FTE.

2.7 Allocation of Duties – Heads of Special Education Services

2.7.1 The following administration time arrangements apply for Heads of Special Education Services (HOSES):

	Administration Time
ST 2 – HOP (Level 1)	0.2 FTE
ST 2 – HOP (Level 2)	0.4 FTE
ST 3 – DP1	0.5 FTE

2.7.2 The administration time for HOSES does not include non-contact time.

2.7.3 The administration time for cluster HOSES should consider the travel time and number of schools visited as part of the cluster.

2.8 Curriculum Coordination Time

2.8.1 The Curriculum Coordination Time (CCT) allocated to primary schools will be as follows:

Enrolment	FTE
Less than 53	0.1
53 to less than 78	0.15
78 to less than 200	0.2
200 to less than 225	0.4*
225 to less than 300	0.6**
300 to less than 325	0.8**
325 to less than 400	0.6
400 to less than 500	0.8
500 to less than 600	1.0
600 to less than 700	1.2

700 to less than 800	1.4
800 to less than 900	1.6
900 to less than 1000	1.8
1000 to less than 1100	2.0
1100 to less than 1200	2.2
1200 to less than 1300	2.4
1300 to less than 1400	2.6
1400 to less than 1500	2.8
1500 to less than 1600	3.0
1600 to less than 1700	3.2
1700 to less than 1800	3.4
1800 to less than 1900	3.6
1900 to less than 2000	3.8
2000 or greater	4.0

* From the beginning of 2021, CCT allocated to schools with enrolments from 200 to 224 will receive a supplementation of 0.2FTE to support the creation of a school based HODC.

** CCT allocated to schools with enrolments from 225 to 324 includes a supplementation of 0.2FTE to support the creation of a school based HODC position with teaching loads as follows: 225 to less than 300 enrolments – 0.6 teaching load, 300 to less than 325 enrolments – 0.5 teaching load.

2.8.2 The CCT allocated to special schools will be as follows:

Band	FTE
6	0.4
7	0.6
8	0.8
9	1.0
10	1.4
11	1.8

2.8.3 The allocation of CCT to special schools will be no less favourable than currently provided.

2.9 Administration Time – Teaching Principals

2.9.1 The Teaching Principal administration time (referred to as Principal release time / Teaching Principal release days) will be as follows:

Enrolment	Release Time
0 - 25 students	0.10 FTE
26 - 99 students	0.15 FTE
100 - 124 students	0.25 FTE
125 - 134 students	0.50 FTE
135 - 144 students	0.60 FTE
145 - 154 students	0.70 FTE
155 - 164 students	0.80 FTE
165 - 174 students	0.90 FTE
175 students and above	1.00 FTE

2.9.2 The release time may be utilised according to local need, to engage in professional development and regional principal meetings or other activities required to support the good order and management of the school.

2.9.3 The release time is allocated in addition to non-contact time and curriculum coordination time. The timetabling of non-contact time for Teaching Principals will be subject to local arrangements, provided that non-contact time, if accrued, is accessed by the end of each school term.

2.10 Extension of Spread of School Hours

2.10.1 The parties recognise the existence and currency of the hours of work provisions of the Award.

- 2.10.2 Rostered duty time can exceed more than eight hours following consultation with the LCC for student free days only.
- 2.10.3 From the beginning of 2020, unless otherwise gazetted, there will be no mandated student free day in Term 4, with the parties agreeing that the allocation of this mandated student free day will occur in the third last week of Term 3.
- 2.10.4 The professional development program or other activities associated with this Term 3 student free day can be delivered in an alternative time following consultation with LCC.
- 2.10.5 From the beginning of 2020, within the 25 mandatory professional development hours per year (also referred to as student free days), at least 15 hours may be worked on the three gazetted student free days. The remaining 10 hours will be worked as determined through consultation at the local level.
- 2.10.6 One additional Teacher Relief Scheme (TRS) day per senior secondary teacher full-time equivalent (FTE) will be allocated in Semester 2, 2020 only, for the purpose of supporting senior secondary teachers with the full implementation of the new Senior Assessment and Tertiary Entrance (SATE) arrangements.

2.11 Access to Long Service Leave as Cultural Leave

- 2.11.1 An employee may apply for long service leave as cultural leave provided that the period of leave sought is not less than one day.

2.12 Primary Carer Leave

- 2.12.1 An employee covered by this Agreement can access any or all of the entitlement to paid maternity leave under *Directive 17/18 - Paid Parental Leave* which is not used by that employee's spouse, whether or not the employee's spouse has an entitlement to paid maternity leave, subject to:

- (a) the employee meeting the eligibility requirement prior to the date of birth;
- (b) the employee being the primary care giver for the child/children at the time the leave is taken; and
- (c) the leave being taken prior to the child/children's first birthday.

- 2.12.2 An application for Paid Parental Leave must be supported by documentary evidence to the satisfaction of the Chief Executive. The documentary evidence must state that the employee is the primary care giver parent for the relevant period of the paid leave (e.g. a statutory declaration).

- 2.12.3 Terms used in this clause take their meaning as provided in *Directive 17/18 – Paid Parental Leave*.

2.13 Productivity, Service and Reform Initiatives

- 2.13.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by workforce management initiatives.

2.14 Promotional Positions

- 2.14.1 Broad banding:

- (a) Broad banding of Principal and HOSES positions will involve the grouping of adjacent Stream 2 or Stream 3 levels in order that a person appointed on merit or through relocation to a school of a particular level may progress to the higher level in cases where that school has been re-evaluated to the next level.
- (b) A Principal or HOSES shall be eligible for only one such progression in accordance with this provision without an appointment to a higher level through merit selection process.
- (c) A second progression may occur for Principals following a closed merit selection process. This process will include the substantive Principal and at level Principals who have submitted an application for relocation.

2.14.2 Position re-evaluation

- (a) For the purposes of this Agreement, clause 12.3.5 of the Award will apply to all employees remunerated under Heads of Program and School Leaders of this Agreement.

2.14.3 Deputy Principal – Special Education

- (a) As determined by the Evaluation Review Committee (ERC) where a Special Education program warrants a HOSES greater than a HOP Level 2 it will transition to the Deputy Principal classification.
- (b) A HOSES who broad bands to the Deputy Principal classification under these circumstances will be entitled to hold school leadership positions within special education programs or special schools only.
- (c) A Deputy Principal (Special Education) may apply for relocation to school leadership roles in other sectors but their entitlement to access these roles will be determined by the Applicant Review Panel.

2.15 Recognition of Service – Special Leave

- 2.15.1 Approved service as a teacher while on special leave without salary will be recognised for classification purposes only upon provision of required documentation. The parties are to determine the definition of approved service.

2.16 Maximisation of Permanency and Conversion

- 2.16.1 The Department reaffirms its commitment to the maximisation of permanent employment and the maintenance of job security for permanent employees. As such, temporary teacher numbers as a proportion of teacher establishment numbers will be carefully monitored with a view to identifying any significant data that would exceed current levels of temporary employment.
- 2.16.2 Whilst the Department will commit to restrict temporary or casual employment to bona fide short-term engagements (12 months or less), the Unions recognise the need to maintain the use of temporary or casual employment in respect of vacancies for transfers or bona fide short-term projects. The parties recognise the use of temporary and casual employment as legitimate organisational options.
- 2.16.3 A temporary teacher engaged for two years' continuous service in the same role or cumulative service of two years in the same role, provided that breaks in employment do not exceed a total of three months in the previous years, will be eligible for conversion to tenured status under a process agreed between the parties.
- 2.16.4 In recognition of the state-wide nature of teaching in the Queensland state school system, an offer of permanency is not guaranteed to occur for a position at the location where the temporary employee becomes eligible for conversion to permanency.
- 2.16.5 Where an individual case or a trend has been monitored of an alleged inappropriate temporary or casual engagement, the issue shall be raised in the first instance with the Principal and, if still unresolved, with the regional office and then central office, if required. If still unresolved, the issue may be referred to the QIRC or the Public Service Commission as appropriate.

2.17 Workload Management

- 2.17.1 The Department is committed to providing effective work practices that support wellbeing, work-life balance and a safe work environment. As far as practicable, the work of an individual teacher is not to be unreasonable or excessive.
- 2.17.2 Workload allocation is managed by the Principal at the school in accordance with requirements of the Award and this Agreement. The organisation of teacher work is determined using the consultative provisions outlined in clause 3.2.
- 2.17.3 In considering the allocation of work to teachers the following components, in conjunction with the *Principles of Good Workload Management* outlined in Schedule 6, should take into account:
 - (a) face-to-face teaching;

- (b) the work directly related to the teaching and learning program of teachers' class(es) (such as planning, preparation, assessment of student learning, collaboration, professional development and peer observation including feedback and reflection);
- (c) other duties related to the operation and organisation of the school (such as meetings, bus and playground duties, reporting organisational duties, implementation of government education initiatives); and
- (d) other factors including class size, curriculum mix, range of ability and age of students, demands and behaviours of those students, resources available and facilities.

2.18 Workload Advisory Council

- 2.18.1 The parties agree to the establishment of a time-limited teacher Workload Advisory Council (WAC) over the life of this Agreement.
- 2.18.2 The WAC membership will include equal numbers of departmental and QTU representation and will involve other workforce representation as agreed between the parties.
- 2.18.3 The function of the WAC will be to ensure alignment with the *Principles of Good Workload Management* contained in Schedule 6; and
 - (a) collect information about issues contributing to workload pressures;
 - (b) monitor emerging workload issues; and
 - (c) inform workload reduction initiatives.
- 2.18.4 The purpose and function of the WAC does not extend to the resolution of individual workload review requests.
- 2.18.5 In the first six months following certification of this Agreement, the parties agree to invite submissions from employees covered by this Agreement regarding workload issues (including school, regional and system level issues) which will inform the work of the WAC.
- 2.18.6 As a priority consideration for the WAC, from the commencement of the new Agreement the parties agree to monitor and assess the impact of the new SATE system on workload of senior secondary school teachers at the end of the school year with a view to exploring approaches to assist with workload management within secondary schools beyond the life of this Agreement.

2.19 Health, Safety and Wellbeing

- 2.19.1 The Department is committed to supporting and promoting a safe and healthy work environment for all employees. The Department will take all reasonable steps to:
 - (a) foster a culture of respect in the workplace;
 - (b) promote health, safety and wellbeing;
 - (c) ensure employees are treated fairly and concerns are addressed appropriately;
 - (d) promote an environment where occupational violence is not tolerated; and
 - (e) identify and address risks associated with workplace health, safety and wellbeing of staff.
- 2.19.2 Each workplace will take all reasonable steps to identify, prevent, manage and respond to workplace health, safety and wellbeing matters including the consideration of infrastructure capacity to provide a safe and healthy learning environment for curriculum delivery, particularly for practical subjects. Curriculum Activity Risk Assessments play a key role in informing health and safety considerations, including class sizes, for the delivery of these subjects.

2.20 Release time for elected Health and Safety Representatives

- 2.20.1 The Department is committed to effective training of elected Health and Safety Representatives (HSR) as per the requirements of the *Work Health and Safety Act 2011* (QLD) (WHS Act).

2.20.2 The Department commits to up to four days TRS funding to be provided per location (of more than 30 workers) per annum for HSR for the purposes of attending formal training courses and/or to fulfil elements of their role.

2.20.3 The granting of health, safety and wellbeing release time should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time, release time shall not be unreasonably refused.

2.21 Release time for Local Consultative Committee members

2.21.1 The parties agree to the provision of reasonable release time for LCC members to conduct consultation related to significant workplace reform initiatives that require broad consultation.

PART 3 - DISPUTE RESOLUTION

All workplaces covered by this Agreement shall operate on the basis that effective consultation between teachers and administrators is an essential measure to ensure that change within the workplace is managed in a manner consistent with the principles through this Agreement.

The requirement for workplaces to operate in a consultative manner is not intended to impinge on the capacity of School Leaders to make operational decisions except where such decisions would have an impact on the industrial entitlements of teachers, administrators and support staff covered by this Agreement.

The parties agree that any significant changes to the operation or organisation of the Department which may adversely affect the conditions, workload and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties.

Consultation involves more than a mere exchange of information. For consultation to be effective, the teacher must be contributing to the decision-making process, not only in appearance, but in fact.

3.1 School based Consultation

3.1.1 LCCs are the principal workplace level consultative forum for industrial organisations and the employer and, where one is established, the LCC shall be representative of all employee groups.

3.1.2 A LCC shall be established in all workplaces with 20 or more employees although smaller workplaces are not prevented from establishing an LCC where this is desirable.

3.1.3 Where the formation of an LCC is required, a formal record of meetings shall be maintained.

3.1.4 LCC shall meet at least once a term and on an ongoing basis as required.

3.1.5 Membership of LCC shall comprise equal representation of employees nominated by management and by the Unions. While the size of the LCC is not prescribed, an LCC will usually consist of eight members: that is, four management representatives and four Union representatives provided that two Union representatives are QTU members.

3.1.6 Management representatives on a LCC shall include the Principal and other members as nominated by the Principal.

3.1.7 Union representatives on a LCC shall be determined by the relevant union through whatever processes they deem appropriate.

3.1.8 Broadly, the role of the LCC shall include at least the following:

- (a) to act as the school's management/staff/union consultative forum;
- (b) to oversee the implementation and application of the terms of this Agreement within the school;
- (c) to resolve, wherever possible at a local level, disputes on the general application of matters contained within this Agreement;

- (d) to contribute to the planning of smooth change management (including significant changes to work practices) at a school level, wherever possible, towards fulfilment of the parties' commitment to cooperate in the implementation of the model of school-based management; and
- (e) other roles as agreed by the parties.

3.1.9 The LCC will be a key mechanism for managing workload issues at the workplace level

3.1.10 Matters requiring consultation with LCC shall include: flexible student free days; school staffing proposals; bus and playground duty staffing needs; meal break variations; extensions to spread of school hours and areas as required by Joint Statements between the Department and the QTU.

3.1.11 Without limiting the provisions of the *Education (General Provisions) Regulation 2006* (Qld), the purpose, frequency and duration of staff meetings will be subject to consultation with the LCC.

3.1.12 All representatives shall have access to training on the principles and processes pertaining to the operation of LCC. The parties commit to provide joint training for LCC members on the functions of a LCC, and their roles and responsibilities. Such training shall be agreed between the parties.

3.2 School based Consultation – Staffing Flexibility

3.2.1 The LCC will be consulted with respect to school staffing proposals in accordance with the following terms:

- (a) funds allocated to staff must be used for the employment or professional development of employees;
- (b) the effect of any proposed change on class size;
- (c) changes to staffing mix only occur in the event of a substantive vacancy; and
- (d) where the staffing proposal seeks to vary the role, or the fraction of that role as performed immediately prior to the substantive vacancy arising, workload management considerations are to form part of the consultation.

3.2.2 Staffing proposal decisions will be made by consensus, wherever possible.

3.2.3 The parties commit to use their best endeavours to resolve any issue preventing consensus being reached at the school level.

3.2.4 Where consensus cannot be reached, the LCC views are to be noted by the final decision-maker, being the Chief Executive or their nominee.

3.2.5 Copies of the staffing proposal considered and endorsed by the LCC shall be kept on record at the school and forwarded to the Department for distribution to the Unions who are a party to the Education Consultative Committee (ECC).

3.2.6 Where one of the parties believe a staffing proposal subject to LCC consultation may contravene this Agreement, the Award or relevant legislation, that party will advise the other such that there will be timely consultation in an endeavour to resolve any dispute at the local level wherever possible.

3.3 Consultation Process for Small Schools

3.3.1 Where a school is not required by the terms of this Agreement to establish a LCC, in addition to the principles of consultation outlined in this Agreement, the procedures outlined in this section shall be deemed to be the minimum standard of consultation to be undertaken.

3.3.2 Small schools must consider the following issues in consultation:

- (a) review of existing committee structures so as to avoid overlap and duplication of effort;
- (b) when considering staffing mix decisions within school/staffing budget and issues affecting the working conditions of employees, consultation with those staff who will be affected should be undertaken as a first step; and

- (c) staff involvement in meetings should be assisted by scheduling meetings in a way that accommodates employees with family responsibilities.

3.4 The Education Consultative Committee

- 3.4.1 The ECC is the peak Employer/Union body responsible for the development and oversight of a framework to advance workplace reform in the Department and to consider other significant employee relations issues. The committee has a coordinating role with regard to departmental consultation.
- 3.4.2 Membership of the ECC will comprise equal representation of management and Union nominees.
- 3.4.3 The composition of the ECC will comprise employer representatives of the Department and representatives from the QTU, the Together Queensland, Industrial Union of Employees, and the United Voice, Industrial Union of Employees, Queensland Branch.
- 3.4.4 The ECC will meet in accordance with the terms of references outlined in the replacement *State Government Entities Certified Agreement 2015* or as amended by agreement with the parties.

3.5 Dispute Resolution Procedures

- 3.5.1 The objectives of this procedure are:
 - (a) the avoidance and resolution of any dispute over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, cooperation and negotiation;
 - (b) reduction in the level of disputation, and
 - (c) the promotion of efficiency, effectiveness and equity in the workplace.
- 3.5.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.5.3 There is a requirement for management including the Principal or the person in charge of the centre to provide relevant information, and explanation and consult with the appropriate Union representatives.
- 3.5.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- 3.5.5 Stage 1 – Resolution at the school level
 - (a) In the first instance, the employee will inform the Principal or the officer in charge of the school or centre of the existence of the dispute and they will attempt to resolve the dispute. It is recognised that an employee may wish to exercise their right to consult with the relevant Union during the course of Stage 1.
 - (b) Discussions should take place between the employee and the employee’s supervisor within 24 hours. This procedure should not exceed five working days (i.e. this time commences after the employee has informed the Principal or the officer in charge of the school or centre of the existence of the dispute or grievance).
- 3.5.6 Stage 2 – Resolution at regional office
 - (a) If the dispute remains unresolved, the employee shall refer the dispute to the relevant Union representative or industrial officer, if any, and to the Regional Director or nominee, who will arrange a conference of the parties with a view to resolving the matter. The employee may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
 - (b) This process must not extend beyond seven working days from the date that the matter is referred to the regional office.

3.5.7 Stage 3 – Resolution at central office

- (a) If the dispute or grievance remains unresolved it will be referred to the Joint Department/QTU Resolution Committee (Resolution Committee). In such cases, the employee or their Union representative may refer the matter to the Resolution Committee or the Principal or officer in charge may refer the matter to the Resolution Committee.
- (b) The Resolution Committee consists of departmental Employee Relations and QTU representatives, and other members whose roles are integral to assist in the resolution of the dispute. The Resolution Committee, by consensus, will take all reasonable actions necessary to resolve relevant matters referred.
- (c) Referral should be made to the Director, Employee Relations for distribution to the relevant committee members as required by these procedures.
- (d) The referral to the Resolution Committee will be made in writing and contain brief information outlining the:
 - (i) matter giving rise to the dispute;
 - (ii) outcome of school level discussions; and
 - (iii) resolution desired by the employee.
- (e) There will be a formal meeting of the Resolution Committee. The Resolution Committee may seek further information from the aggrieved employee and/or the Principal or officer in charge concerning aspects of the dispute. This may include a consideration of consultation processes as per clause 3.1.10 within the school.
- (f) Where the Resolution Committee reaches a decision, the decision will be communicated to all parties to the grievance or dispute.
- (g) Should either party not accept the decision, the matter may be referred to the QIRC.
- (h) This process should not exceed seven working days.

PART 4 - SALARIES AND ALLOWANCES

4.1 Increases to Salaries and Allowances

4.1.1 This Agreement provides for the payment of increases to salaries and allowances as set out in Schedule 1.

The following salary increases are incorporated in the salaries set out in Schedule 1.

- (a) 2.5% on 1 July 2019;
- (b) 2.5% on 1 July 2020; and
- (c) 2.5% on 1 July 2021.

4.2 Specified Sites Allowance

4.2.1 The Department shall pay a fortnightly allowance as set out in Schedule 1 of this Agreement, to employees covered by this Agreement in the following circumstances:

- (a) teachers in specified Special Education Facilities as set out in Schedule 4 of this Agreement; and,
- (b) teachers in specified schools serving indigenous communities as set out in Schedule 5 of this Agreement.

4.2.2 The basis for calculation of this allowance shall be 1% of the fortnightly salary payable to a teacher paid at Band 3 Step 4, or equivalent.

4.3 Award Matters

4.3.1 Award Maintenance

- (a) It is agreed that during the operation of this Agreement the parties will consent to applications before the QIRC to amend the Award to include the salary rates of the *Department of Education and Training State School Teachers' Certified Agreement 2016*.
- (b) This consent is provided subject to such applications providing for sufficient gap between current enterprise bargaining wage rates and the intended new Award wage rates as contemplated at Principal 8 (Award Amendments to Give Effect to a Certified Agreement) of the State Wage Case Statement of Policy.

4.3.2 Award Coverage

- (a) It is agreed that during the operation of this Agreement the parties will consent to applications before the QIRC to amend the Award to remove coverage of Community Education Counsellors and to include coverage of the positions of Senior Guidance Officer and Regional School Sports Officer and the relevant conditions applicable to these roles.
- (b) This consent is provided subject to the acknowledgement that:
 - (i) such applications are not intended to change entitlements that exist at the time of the application; and
 - (ii) the parties are not prevented from separately considering discrepancies between the award provisions and the resolution of these issues through harmonisation where agreement can be reached.

PART 5 - CLASSIFICATION STRUCTURE

5.1 Internships

- 5.1.1 'Intern' means a pre-service teacher engaged in a formal program agreed between the Department, the QTU and the university, other than their minimum period of practicum.
- 5.1.2 The parties recognise that the Department continuously pursues initiatives to attract high quality applicants into the teaching profession and address areas of workforce shortage.
- 5.1.3 Where the Department provides employment opportunities for pre-service teachers enrolled in undergraduate studies to undertake school-based internships, interns will be appointed to a salary within Band 1.
- 5.1.4 Alternative internship programs may include pre-service teachers who hold a recognised undergraduate qualification and who have completed the equivalent of one full-time semester in postgraduate studies in education. Such interns will be appointed to a salary step within Band 1 and will remain in Band 1 until the intern has completed their teaching qualification. Service at Band 1 will be recognised for the purpose of calculating service for classification purposes upon completion of the teaching qualification.

5.2 Classification Structure

The parties agree to continue to apply a three-streamed classification structure. The classification structure will differentiate between teaching and leadership positions.

5.3 Stream 1 – Classroom Teachers

- 5.3.1 Stream 1 prescribes classification, remuneration and increment progression arrangements for classroom teachers, coaches, highly accomplished teachers and lead teachers.
- 5.3.2 *Senior Teacher Classification*

5.3.2.1 From the beginning of 2020 in the year prior to being eligible for progression to Senior Teacher (ST), the teacher will complete an undertaking and personal action plan for senior teacher as part of the Annual Performance Review (APR) process.

5.3.2.2 A single form will be used to incorporate the senior teacher undertaking and personal action plan into the APR process for eligible teachers.

5.3.3 *Experienced Senior Teacher Classification*

5.3.3.1 The Experienced Senior Teacher (EST) classification will be available to any teacher with two or more years' satisfactory service as a Senior Teacher or Senior Instrumental Music Teacher.

5.3.3.2 From commencement of this Agreement, the Experienced Senior Teacher classification will also be available to:

- (a) any Senior Instrumental Music Instructor with five or more years of satisfactory service as a Senior Instrumental Music Instructor;
- (b) newly appointed employees from other education authorities (e.g. interstate or other sectors) who meet all the following criteria:
 - (i) relevant satisfactory service in accordance with 5.3.3.1 and 5.3.3.2(a) with a recognised employing authority;
 - (ii) completion of the process as required in accordance with 5.3.3.;
 - (iii) the application and performance are verified in writing by the school principal or relevant recognised employing authority in the other jurisdiction;
 - (iv) the application and performance information is verified by a principal (or nominee) of the Department to confirm the teacher meets the requirements of the EST level.

5.3.3.3 The EST classification will be accessed through a revised process, including a form and local assessment panel agreed between the parties, from the beginning of 2020.

5.3.3.4 From the beginning of 2022, the parties agree to implement a two pay point classification within EST (i.e. EST1 and EST2).

5.3.3.5 EST2 will be accessed following:

- (a) three years' service on EST1, and
- (b) APR discussion between the employee and supervisor using the Australian Institute of School Leadership (AITSL) Highly Accomplished Teacher competencies to inform the APR discussion.

5.3.3.6 There is no requirement for an EST Performance Development Plan (PDP) to contain a goal to align to the Highly Accomplished Teachers' focus areas and standard descriptors.

5.3.4 *Promotional Positions*

5.3.4.1 Further to clause 12.3.4 of the Award, the parties agree that employees in promotional positions, subject to satisfying the minimum service requirements as outlined in 5.3.2 and/or 5.3.3 will be afforded reversionary rights to ST/EST.

5.4 **Highly Accomplished and Lead Teachers**

5.4.1 *Overview*

5.4.1.1 Highly Accomplished Teachers (HAT) and Lead Teachers (LT) are teachers who have been certified at the HAT or LT career stage of the Australian Professional Standards for Teachers (APST) through the national process, applied by the Certifying Authority in each participating State or Territory, and who are currently nationally recognised.

5.4.1.2 Certification is for five years (the certification period), at which time it must be renewed to continue.

5.4.1.3 There will be no quotas on applicants or successfully certified HAT or LT classifications.

5.4.1.4 The basis for certification as a HAT or LT is recognition of professional standards, not undertaking of additional duties.

5.4.2 *Eligibility*

5.4.2.1 An employee may be eligible to apply for certification as either a HAT or LT should they meet all of the following requirements:

- (a) is an Australian citizen or permanent resident ('permanent resident' means the holder of a permanent visa within the meaning of section 30(1) of the *Migration Act 1958* (Cth));
- (b) holds full teacher registration;
- (c) has a minimum of five years of registered recognised teaching experience as at the next date designated for portfolio submission;
- (d) meets mandatory teaching requirements that have an 'authentic' teaching role' (i.e. hold an ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program);
- (e) for HAT certification, has completed at least two annual performance reviews in the two years preceding application; or
- (f) for LT certification, has completed at least three annual performance reviews in the three years preceding application; and
- (g) has engaged in a professional discussion with the Principal or, where the Principal has delegated that responsibility to a delegate, with the delegate, on their readiness to apply.

5.4.3 *Support for Eligible Applicants*

5.4.3.1 Upon request to their Principal, eligible applicants will be provided with the opportunity to be relieved from their normal duties for a total of one TRS day in order to support the preparation of their HAT or LT application.

5.4.3.2 This opportunity is to be provided on a once-only basis in the first year in which an applicant submits an Expression of Interest (EOI) in which they have met the eligibility criteria, and before they submit their portfolio.

5.4.3.3 Any additional TRS time that is provided is at the discretion of the Principal.

5.4.3.4 The timing will be subject to mutual agreement between the applicant and their supervisor, taking into consideration the operational needs of the school.

5.4.4 *Stream 2 or 3 Certified Teacher Classification Election*

5.4.4.1 For employees who obtain certification and who are permanently positioned in Stream 2 or Stream 3, upon certification these employees will be required to make a classification election as follows:

- (a) remain in their substantive Stream 2 or Stream 3 position and continue to be remunerated accordingly; or
- (b) move to Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).

5.4.4.2 Employees who are temporarily relieving in Stream 2 or Stream 3 are required upon certification to make a classification election as follows:

- (a) remain in their relieving Stream 2 or Stream 3 position and continue to be remunerated accordingly for the remainder of the relieving period; or

- (b) move to a Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).

5.4.4.3 The classification election decision in this sub-clause must be made to be effective no later than the date of commencement of payment at 5.4.5.2.

5.4.5 *Remuneration*

5.4.5.1 A teacher who is currently certified and recognised as a HAT or LT in accordance with the APST, will be paid the Highly Accomplished Teacher or Lead Teacher rates of pay specified in Schedule 1.

5.4.5.2 The date of commencement of payment for a newly certified teacher will be the first gazetted staff professional development day in the year following certification.

5.4.5.3 A teacher commencing employment with the Department who was certified in another jurisdiction (state or territory) or another sector will be paid the HAT or LT rates of pay for the remainder of their certification period, following confirmation from the Queensland College of Teachers (QCT) as Certifying Authority of the teacher's current national certification status.

5.4.5.4 Payment at the HAT or LT classification level will cease when:

- (a) the certification as a HAT or LT ceases; or
- (b) full teacher registration is withdrawn by the QCT.

5.4.5.5 Where a certified HAT or LT employee is not renewed at the end of the certification period, the teacher will revert to a salary equivalent to that of the EST classification at the date the certification ceases.

5.4.6 *Higher Duties or Promotion*

5.4.6.1 Payment at the HAT or LT classification level will cease when an employee obtains ongoing promotion or permanent transfer to a different classification stream.

5.4.6.2 Certified employees who undertake higher duties while certified will be remunerated in accordance with the position in which they are relieving, in line with departmental policies and procedures.

5.4.7 *Reviews*

5.4.7.1 Reviews related to certification and renewal will be in accordance with the requirements and operational procedures of the Certifying Authority and under the relevant legislation.

5.4.8 *Renewal*

5.4.8.1 Renewal of certification is required every five years. To be eligible, applicants must hold full registration, have been nationally certified as a HAT or LT for the previous five year period, and:

- (a) meet mandatory teaching requirements that have an 'authentic teaching role' (i.e. hold an ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program); and
- (b) have continued to complete annual performance reviews at the relevant HAT or LT career stage in the previous five years.

5.5 **Coaches**

5.5.1 From the commencement of this Agreement, any teacher performing the role of a Coach will be remunerated at the Stream 1 – Coach classification level in accordance with Schedule 1. Typically a teacher performing the role of a Coach would occupy the position for a period of no more than three years, unless otherwise approved.

5.5.2 Upon completion of the teacher performing the role of a Coach, the teacher will revert to his/her substantive classification prior to taking up the role with recognition of service.

5.6 Stream 2 – Heads of Program

5.6.1 Stream 2 prescribes classification, remuneration and increment progression arrangements for employees holding the positions of HODC, HOD, HOSES, Guidance Officer, Senior Guidance Officer or as otherwise determined by agreement between the parties.

5.7 Stream 3 – School Leaders

5.7.1 Stream 3 prescribes classification, remuneration and increment progression arrangements for employees holding the leadership positions of Deputy Principal or Principal.

5.7.2 Clause 12.3.3 of the Award does not apply to the appointment of Deputy Principals.

5.7.3 Employees within this stream will participate in an agreed formalised annual process to confirm an agreement of expectations and review performance based on the current school improvement and accountability framework or agreed alternative.

5.8 Principals

5.8.1 Principals will be classified as follows and paid in accordance with Schedule 1.

- (a) Principal Level 1
- (b) Principal Level 2
- (c) Principal Level 3
- (d) Principal Level 4
- (e) Principal Level 5
- (f) Principal Level 6
- (g) Principal Level 7
- (h) Principal Level 8
- (i) Principal Level 9
- (j) Principal Level 10

5.8.2 From the commencement of this Agreement, clause 12.3.1 of the Award will no longer apply.

5.8.3 The rate of pay for a principal will be based on total government resourcing thresholds prescribed in Schedule 2. This schedule reflects indexation for the life of this Agreement. The datasets to calculate the total government resourcing for use in the classification process are:

- (a) Human resources – the staffing units allocated to the school following the Day 8 process. This data will be sourced from the School Budget Solution (SBS) once the Day 8 allocations are finalised.
- (b) Financial resources – the full year of school appropriations from the year prior. This data will be sourced from the School Appropriation Payments Application (SAPA) following the last appropriation payment for the year.

5.8.4 The classification of all principals will be reviewed annually against the thresholds prescribed in Schedule 2.

5.8.5 The Chief Executive may engage a Principal at a different classification level for a special purpose as determined by the Chief Executive.

5.8.6 In circumstances where the review of the total government resourcing allocation to a school results in the principal position moving to a classification level that is above the current principal classification level, the Principal will, while they remain in the position at that school, commence on the new classification effective

from the first day of the year in which the review occurred, except where the Principal has previously broad banded in accordance with clause 2.14.

- 5.8.7 In circumstances where the review of the total government resourcing allocation to a school results in the principal position moving to a classification level that is below the current principal classification level, the Principal will, while they remain in the position at that school, retain their classification for a period of two years effective from the first day of the year in which the review occurred.
- 5.8.8 At the end of the two year period, the Principal's classification will revert to the relevant level in accordance with Schedule 1.
- 5.9 Incremental Progression**
- 5.9.1 Subject to the provisions of the Award, progression from one salary step to the next salary step by increment will be subject to satisfactory performance.
- 5.9.2 Effective from 23 January 2020, incremental progression will not be impacted by an employee's part-time employment fraction.
- 5.9.3 Consequently, clause 12.9.5 of the Award does not apply.
- 5.9.4 Employees who are subject to a Managing Unsatisfactory Performance (Stage 2 or beyond) process at the time of their increment will not be entitled to progress to the higher increment.
- 5.9.5 An employee who was previously subject to a Managing Unsatisfactory Performance (Stage 2 or beyond) process and who is subsequently found to be performing satisfactorily, will be entitled to progress by increment from the date on which they are deemed to be performing satisfactorily and each anniversary of the date on which they are deemed to be performing satisfactorily thereafter (subject to continued satisfactory performance).

PART 6 - TEMPORARY TEACHERS

6.1 Minimum Engagement of Temporary Teachers

- 6.1.1 The minimum period of engagement for a teacher in a temporary capacity is five days provided that the engagement is for a continuous period of at least five days or a period of at least five days established as a regular pattern of work.
- 6.1.2 Where a supply teacher is engaged at the commencement of a five day period that then results in a need for a temporary teacher they must be paid at the supply teacher rate for the days on which they were engaged in a supply teaching capacity.

6.2 Temporary Teacher Professional Development

- 6.2.1 The parties acknowledge their shared interest in, and commitment to, advancing temporary teacher professional development matters.
- 6.2.2 Temporary teachers are required to attend student free days that fall within the period of their temporary engagement.
- 6.2.3 Temporary teachers are required to attend professional development opportunities outside of school hours where those professional development opportunities are provided in lieu of student free days that fall within their temporary engagement period.
- 6.2.4 Temporary teachers are acknowledged members of the school community and those temporary teachers employed for one term or longer at a school may participate in the APR process, collegial engagement in classrooms and undertake professional development in accordance with Part 10.
- 6.2.5 Where temporary teachers are required by the Department, including a school, to attend additional student free days, they shall be paid for their attendance.
- 6.2.6 Temporary teachers engaged from the commencement of the school year for a minimum of one semester will be required to attend the two mandatory student free days that fall in the period prior to the commencement of

student instruction. Schools will be required to fund attendance of such temporary teachers for one of the two mandatory student free days prior to the commencement of student instruction.

6.2.7 The Department will provide casual and temporary employees access to professional development opportunities as follows:

- (a) Temporary teachers engaged on contract at a school will be invited to access in service/professional development opportunities offered by the school provided that their attendance does not incur additional costs for the Department. These costs may include program costs and costs associated with the engagement of relief teachers for professional development held during rostered duty time.
- (b) Temporary and casual relief teachers who are engaged with or have an active application with the Department may be invited to access professional development opportunities provided at a Regional, District or cluster level offered by the Department. Such access will be offered on the basis that their attendance does not incur additional costs for the Department and that any fees or contributions required of permanent employees for attendance and materials shall be payable by casual and temporary teachers, where applicable.

6.3 Paid Leave During Summer and School Vacation Periods – Temporary Teachers

6.3.1 Temporary teachers who are engaged from the commencement of a school year (including student free days) for the full school year and are re-engaged in a permanent or temporary capacity by no later than the beginning of the third week of the next school year, will be entitled to paid leave for the duration of the summer vacation.

6.3.2 Temporary teachers who are engaged as secondary school teachers who work a full school year and cease employment two weeks or less prior to the end of that school year will be entitled to paid leave for the duration of the summer vacation period if re-engaged in a temporary contract by at least the beginning of the third week of Term 1 of the next school year.

6.3.3 The Department undertakes to work proactively with those teachers who may be eligible to receive the full vacation pay if they are employed in Term 1 of the next year to identify potential positions and appoint them to those positions prior to the end of the school year in an endeavour to enable payments to continue over the summer vacation period.

6.3.4 Temporary teachers who are engaged no later than the beginning of the third week of a school year for the remainder of the school year and then are re-employed in a permanent or temporary capacity from the commencement of the following school year (including student free days) will be entitled to pro rata paid leave calculated in accordance with sub clause 6.3.6 below.

6.3.5 Temporary teachers who have breaks in service during the course of the school year will receive pro rata paid leave for the summer vacation period provided there is not more than nine school days (excluding student free days) during the school year when they did not work, and who are re-employed by at least the beginning of the third week of the following school year will be entitled to pro rata paid leave calculated in accordance with sub clause 6.3.6 below.

6.3.6 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with sub clauses 6.3.4 and 6.3.5 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times \text{Duration of summer vacation period}$

6.3.7 Except where otherwise entitled to any period of paid leave during the summer vacation period, temporary teachers who work a minimum of 100 days in any one school year and work on a temporary contract for a minimum of ten days in total during Term 4 of that school year will be entitled to paid leave during the summer vacation period calculated in accordance with sub clause 6.3.8 below, provided that a teacher who works for all or part of Semester 1 is not re-employed in that school year, will not be entitled to a pro rata payment.

6.3.8 Eligible temporary teachers' pro rata entitlements to paid leave during the summer vacation period in accordance with sub clause 6.3.7 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times 20 \text{ days}$

- 6.3.9 Entitlement to pro rata paid leave during the summer vacation period will not affect the entitlement of temporary teachers to paid leave during mid-year school vacation periods in accordance with the Award.
- 6.3.10 In calculating the entitlement to paid leave during the summer vacation period for temporary teachers, the total period of employment shall include periods of casual supply teaching. However, because casual payments include a loading in lieu of leave benefits, supply teaching service will be counted only to determine eligibility and does not itself attract a pro rata vacation entitlement.

PART 7 - SCHOOL BASED MANAGEMENT

School based management guarantees apply to all state schools, including the transition to Independent Public Schools.

7.1 School Leadership and Management

- 7.1.1 The parties acknowledge that the day to day leadership and management of the school is the responsibility of the Principal. This role is crucial to the effective operation of the school. The staffing flexibility arrangements prescribed in Part 3 of this Agreement will apply to all schools in Queensland.

7.2 Employment of Teachers

- 7.2.1 Notional salary allocation will be made centrally. Funds allocated in the total school budget for staffing must be used for the employment or professional development of staff. The annual total school budget will not be used to fund any salary increases payable under this Agreement.

7.3 Specialist Services

- 7.3.1 Principals will determine the provision of specialist services in accordance with provisions of this Agreement and in accordance with the consultation requirements prescribed in 3.1.10.

- 7.3.2 Teachers with specialist training, experience and/or qualifications will continue to provide the following specialist services:

- (a) instrumental music;
- (b) guidance;
- (c) advisory visiting teachers;
- (d) teacher librarians;
- (e) languages;
- (f) music;
- (g) learning support; and
- (h) health and physical education.

- 7.3.3 Where principals create additional teaching roles that mirror the duties of specialist teachers, the specialist teacher conditions as prescribed by the Award will apply and the positions are to be resourced from within the total school staffing allocation.

7.4 Employment of Education Officer – Special Duties

- 7.4.1 An Education Officer – Special Duties (EOSD) secondment is:

- (a) to a non-teaching role that requires teaching experience e.g. a teaching/education qualification, teacher registration, teacher expertise or skill set;
- (b) for a defined period of time up to three years, except in exceptional circumstances as approved by the relevant Deputy Director-General; and

(c) applicable to employees engaged as teachers, including School Leaders and Heads of Program.

- 7.4.2 Employees will be entitled to be paid at the employee's substantive classification level and pay point, or the designated classification level and pay point under the Award for an EOSD position.
- 7.4.3 Employees will progress from one salary step to the next salary step in accordance with the Award.
- 7.4.4 Secondment as an EOSD will not alter the date at which the employee is entitled to incremental progression.
- 7.4.5 The ordinary hours of work are a minimum of 7.25 hours within the daily spread of hours of 6.00am to 6.00pm, Monday to Friday.
- 7.4.6 EOSD employees are entitled to paid school vacations that occur while in the EOSD position.
- 7.4.7 Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015* does not otherwise apply while an employee is seconded as an EOSD and the employee will not be eligible to accrue accumulated day/s off or recreation leave.
- 7.4.8 In exceptional circumstances where the EOSD position requires work to be performed over school holiday periods, the EOSD will be entitled to commensurate time off at an agreed time in lieu of the days required to work during the school holidays.

7.5 Transfer and Relocation

- 7.5.1 The parties agree that a strong state wide service, including service in a range of locations – rural/regional/remote/high priority, underpins the transfer and relocations system. Effective staffing across the state requires that teachers are able to apply to a location of preference subject to meeting minimum service requirements.
- 7.5.2 It is a condition of permanent employment that an employee could be required to work at any school location within the state.
- 7.5.3 The Department is committed to the placement of teachers who become eligible for transfer through the transfer system including employees who have applied for transfer on compassionate grounds. Employees seeking transfer and relocation will continue to be prioritised before new appointments are offered.
- 7.5.4 Transfer shall be subject to the existence of a suitable vacancy in the area.
- 7.5.5 The parties acknowledge that the Department is reviewing the Teacher Transfer process with the purpose of developing a contemporary and transparent process for all state schools.
- 7.5.6 The parties agree to the ongoing pilot of the revised Teacher Transfer process in 2019.
- 7.5.7 The parties commit to implement recommended changes from the pilot by no later than the 2021 Teacher Transfer process. Any variations to the procedures and guidelines applicable to transfer and relocation must be subject to the consultation of the parties.

7.6 Monitoring Procedures

- 7.6.1 In order that the guarantees in this Agreement can be properly monitored, the Department will provide to the relevant unions the following information:
- (a) permanent and temporary teacher numbers and the number of teachers on leave, including details of type of leave, at the same three agreed times each year;
 - (b) the allocative methodology used as the basis for staffing schools, including allocation of specialist teachers and services;
 - (c) class size data; and
 - (d) gender and part-time status by classification as agreed between the parties.

7.6.2 Where available, a breakdown of information by region and sector will also be provided.

PART 8 – INCENTIVES FOR REMOTE TEACHERS

- 8.1 The incentives to remote teachers in schools located in remote areas of Queensland are contained in the procedure 'Remote Area Incentive Scheme' (RAIS).
- 8.2 The parties agree that the RAIS advisory committee will continue in its role of informing the parties on proposed strategies to attract and retain teachers in remote areas of Queensland and to review incentives accessible under this scheme. The RAIS advisory committee will make proposals to the CAIC regarding the implementation of agreed recommendations of the RAIS pilot by the end of 2020.
- 8.3 The aggregate expenditure associated with the RAIS incentives and compensation benefits (including additional incentives for those in identified communities under government reform) will be provided at a level no less than provided at the time of certification.
- 8.4 From the beginning of 2020, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in the fortnight preceding commencement in a position placed in a transfer rating six or seven remote location will be entitled to a one-off non-superannuable payment of \$1000.

PART 9 – SUPERANNUATION AND SALARY PACKAGING

9.1 Superannuation

- 9.1.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.
- 9.1.2 Where an employee has not chosen a fund in accordance with clause 9.1.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.
- 9.1.3 The choice must be made in the standard choice form released by the Australian Taxation Office (ATO) or an alternative document determined by the employer that covers all the information that the standard choice form covers. The employer must implement the employee's choice for superannuation contributions made at any time within two months from the date the employee's choice is received.
- 9.1.4 The employer must contribute to a superannuation fund for an employee the greater of:
- (a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act) of the 'ordinary time earnings' of the employee as defined in the SGAA Act; and
 - (b) the percentage prescribed in the *Superannuation (State Public Sector) Deed 1990* (Qld) (QSuper Deed) of the salary of the employee as defined in the QSuper Deed in respect of the employee, for the percentage of contributions paid by the employee (including by salary sacrifice).

9.2 Salary Packaging

- 9.2.1 Salary packaging is available for all employees covered by this Agreement.
- 9.2.2 The Department will apply the following principles for employees that avail themselves of salary packaging:
- (a) as part of the salary packaging arrangements, the cost for administering the package, including fringe benefits tax, are met by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
 - (c) increases or amendments in taxation are to be passed on to employees as part of their salary package;
 - (d) employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
 - (e) there will be no significant administrative workload or other ongoing cost to the employer; and

(f) any additional administrative and fringe benefits tax costs are to be met by the employee.

9.2.3 The employee's salary for superannuation purposes and termination payments will be the gross salary which the employee would receive if not taking part in salary packaging.

9.2.4 The removal of the current 50% salary cap on salary sacrifice for the purposes of superannuation will be achieved through amendment to Government policy.

PART 10 – TEACHER PROFESSIONALISM

10.1 The parties acknowledge their shared interest in, and commitment to, advancing teacher professional matters.

10.1.1 This shared interest and commitment may continue to be demonstrated through a range of mechanisms including:

- (a) induction and introduction to teaching programs;
- (b) professional development and training opportunities;
- (c) professional standards for teachers;
- (d) Annual Performance Review;
- (e) performance management processes; and
- (f) Joint Statements.

10.1.2 The parties commit to consult prior to any implementation of initiatives arising from the Australian Institute for Teaching and School Leadership agenda including those matters linked to improving teacher quality.

10.2 Beginning Teacher Support

10.2.1 The parties acknowledge the importance of providing beginning teachers with access to an experienced practitioner who can provide feedback and support, share ideas and encourage reflection, development and growth.

10.2.2 The parties commit to providing beginning teachers (permanent and temporary teachers engaged for a term or more) in their first 12 months of teaching with access to structured mentoring support including the additional non-contact time in clause 2.4 and other components of a mentoring program as agreed at the local level.

PART 11 – ADULT SUPERVISION OF PRE-SET LEARNING

11.1 Adult Supervision

11.1.1 Adult supervision is an alternative model of service delivery for students located in remote and regional communities where in a teacher's absence the school would otherwise close when learning is pre-set.

11.2 Remote and regional communities

11.2.1 This sub clause shall have application to one and two teacher schools that are outlined in Schedule 5 of this Agreement, or other schools as may from time to time be agreed.

11.2.2 In circumstances where a teacher is absent from duty for up to and including three consecutive school days and no replacement teacher is immediately available, the Department may arrange for a responsible adult to supervise pre-set learning activities for students.

11.2.3 The term "responsible adult" is not limited to any class of adult and may include a teacher aide or parent/guardian. Such person shall meet the requirements of the *Working with Children (Risk Management and Screening) Act 2000 (QLD)*. The decision with regard to the appointment of the responsible adult shall be made at the district level.

- 11.2.4 The intention of this sub-clause is to provide continuity to student learning where a teacher's absence is related to emergent or sudden circumstances. Unplanned short-term sick leave shall be included in this category.

PART 12 – MEMORANDUM OF AGREEMENT

- 12.1 Subject to and in accordance with the *No Further Claims* clause of this Agreement, the parties may from time to time enter into Memoranda of Agreement in relation to matters such as:
- (a) circumstances that apply to a specific workplace or group of workplaces, and
 - (b) circumstances that apply to a specific group of employees.
- 12.2 The parties commit to a basic template of a Memoranda of Agreement into which new and any ongoing existing Memoranda of Agreement will be drafted and to abide by the terms of these Memoranda of Agreement for the operative life of this Agreement.
- 12.3 The parties will review and/or renegotiate all existing Memoranda of Agreement during the life of the Agreement.
- 12.4 In accordance with the *Dispute Resolution* clause of this Agreement, either party may seek the assistance of the QIRC in relation to a dispute arising from the application of a Memoranda of Agreement. However, the parties may not seek the assistance of the QIRC in relation to the creation of a Memoranda of Agreement.
- 12.5 In accordance with s.234 of the *Industrial Relations Act 2016* (Qld), the parties must not engage in industrial action in relation to the negotiation of any Memoranda of Agreement.

SIGNATORIES**Signed for and on behalf of the Department of Education:**

Mr Tony Cook, Director-General

Date 14/10/2019

In the presence of:

Mr Dion Coghlan, Assistant Director-General, Human Resources Branch

Date 14/10/2019

Signed for and on behalf of the Queensland Teachers' Union of Employees:

Mr Graham Moloney, General Secretary

Date 14/10/2019

In the presence of:

Ms Kate Ruttiman, Deputy General Secretary

Date 14/10/2019

Signed for and on behalf of Together Queensland, Industrial Union of Employees:

Mr Alex Scott, General Secretary

Date 15/10/2019

In the presence of:

Ms Katherine Flanders, Assistant Branch Secretary

Date 15/10/2019

This Agreement is certified under the *Industrial Relations Act 2016* (Qld), Chapter 4.

SCHEDULE 1 – SALARY AND ALLOWANCES

Teaching Stream – (Stream 1)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Band 1	Step 1	2,428.20	63,350	2,488.90	64,934	2,551.10	66,556
	Step 2	2,511.70	65,528	2,574.50	67,167	2,638.90	68,847
Band 2	Step 1	2,753.40	71,834	2,822.20	73,629	2,892.80	75,471
	Step 2	2,887.90	75,343	2,960.10	77,227	3,034.10	79,158
	Step 3	3,025.10	78,923	3,100.70	80,895	3,178.20	82,917
	Step 4	3,167.40	82,635	3,246.60	84,702	3,327.80	86,820
Band 3	Step 1	3,298.00	86,043	3,380.50	88,195	3,465.00	90,399
	Step 2	3,433.40	89,575	3,519.20	91,813	3,607.20	94,109
	Step 3	3,570.40	93,149	3,659.70	95,479	3,751.20	97,866
	Step 4	3,655.00	95,356	3,746.40	97,741	3,840.10	100,186
Senior Teacher (4yr trained)		3,822.60	99,729	3,918.20	102,223	4,016.20	104,780
Experienced Senior Teacher	Step 1	3,968.10	103,525	4,067.30	106,113	4,169.00	108,766
	Step 2*	--	--	--	--	4,235.50	110,500
Coaches		4,181.50	109,092	4,286.00	111,819	4,393.20	114,615
Highly Accomplished Teacher		4,282.40	111,725	4,389.50	114,519	4,499.20	117,381
Lead Teacher		4,675.30	121,975	4,792.20	125,025	4,912.00	128,151

*Experienced Senior Teacher Step 2 effective 20/01/2022

Heads of Program – (Stream 2)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Heads of Program Level 1 (incl. HODC, HOD, GO, HOSES2)	Paypoint 1	4,403.60	114,886	4,524.70	118,045	--	--
	Paypoint 2	4,517.70	117,863	4,641.90	121,104	4,854.30	126,644
	Paypoint 3	4,625.70	120,682	4,752.90	124,001	4,940.10	128,884
Heads of Program Level 2 (incl. SGO, HOSES3)	Paypoint 1	4,615.10	120,405	4,742.00	123,716	--	--
	Paypoint 2	4,734.10	123,509	4,864.30	126,905	5,099.10	133,031
	Paypoint 3	4,859.00	126,769	4,992.70	130,255	5,189.30	135,384
School Leaders – (Stream 3)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary

		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Deputy Principals (incl. HOSES4)	Paypoint 1	4,903.40	127,927	5,038.30	131,445	--	--
	Paypoint 2	5,022.90	131,044	5,161.00	134,648	5,402.90	140,958
	Paypoint 3	5,148.50	134,322	5,290.10	138,016	5,498.50	143,451

School Leaders – (Stream 3)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Level 1	Paypoint 1	4,447.60	116,036	4,570.00	119,227	--	--
	Paypoint 2	4,562.70	119,037	4,688.20	122,311	4,902.80	127,910
	Paypoint 3	4,675.30	121,975	4,803.80	125,329	4,989.50	130,172
Level 2	Paypoint 1	4,661.50	121,615	4,789.70	124,959	--	--
	Paypoint 2	4,781.30	124,742	4,912.90	128,173	5,172.40	134,945
	Paypoint 3	4,907.50	128,034	5,042.50	131,555	5,263.90	137,332
Level 3	Paypoint 1	4,903.40	127,927	5,038.30	131,445	--	--
	Paypoint 2	5,022.90	131,044	5,161.00	134,648	5,456.90	142,367
	Paypoint 3	5,148.50	134,322	5,290.10	138,016	5,553.40	144,885
Level 4	Paypoint 1	5,160.10	134,623	5,302.00	138,325	--	--
	Paypoint 2	5,290.00	138,012	5,435.40	141,807	5,757.00	150,197
	Paypoint 3	5,420.90	141,427	5,569.90	145,316	5,858.90	152,854
Level 5	Paypoint 1	5,455.40	142,327	5,605.40	146,241	--	--
	Paypoint 2	5,592.20	145,896	5,746.00	149,908	6,073.70	158,458
	Paypoint 3	5,727.10	149,416	5,884.60	153,525	6,181.10	161,261
Level 6	Paypoint 1	5,775.70	150,685	5,934.50	154,828	--	--
	Paypoint 2	5,917.60	154,385	6,080.30	158,630	6,407.80	167,174
	Paypoint 3	6,062.60	158,168	6,229.30	162,518	6,521.10	170,130
Level 7	Paypoint 1	6,114.30	159,517	6,282.40	163,904	--	--
	Paypoint 2	6,271.80	163,626	6,444.30	168,126	6,760.20	176,368
	Paypoint 3	6,422.50	167,558	6,599.10	172,165	6,879.70	179,487
Level 8	Paypoint 1	6,786.20	177,048	6,955.90	181,474	7,129.80	186,011
	Paypoint 2	6,908.40	180,235	7,081.10	184,740	7,258.10	189,359
Level 9	Paypoint 1	7,159.40	186,785	7,338.40	191,455	7,521.90	196,241
	Paypoint 2	7,288.30	190,147	7,470.50	194,901	7,657.30	199,774
Level 10	Paypoint 1	7,553.20	197,059	7,742.10	201,985	7,935.60	207,035
	Paypoint 2	7,689.20	200,606	7,881.40	205,621	8,102.90	211,398

Community Teachers and Assistant Teachers							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		\$p.f	\$ p.a	\$p.f	\$p.a	\$p.f	\$p.a
Assistant Teachers	Step 1	1,935.10	50,485	1,983.50	51,748	2,033.10	53,042
	Step 2	1,986.00	51,813	2,035.70	53,110	2,086.60	54,438
	Step 3	2,036.40	53,128	2,087.30	54,456	2,139.50	55,818
	Step 4	2,086.30	54,430	2,138.50	55,792	2,192.00	57,188
Community Teachers	Step 1	2,016.90	52,620	2,067.30	53,934	2,119.00	55,283
	Step 2	2,125.90	55,463	2,179.00	56,849	2,233.50	58,270
	Step 3	2,235.90	58,333	2,291.80	59,791	2,349.10	61,286
	Step 4	2,350.10	61,312	2,408.90	62,847	2,469.10	64,417
	Step 5	2,464.80	64,305	2,526.40	65,912	2,589.60	67,561
	Step 6	2,551.60	66,569	2,615.40	68,234	2,680.80	69,940
	Step 7	2,639.70	68,868	2,705.70	70,590	2,773.30	72,353

Supply Teachers						
	Salary	Salary	Salary	Salary	Salary	Salary
	01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
	\$p.h	\$p.d	\$p.h	\$p.d	\$p.h	\$p.d
	81.1308	405.65	83.1603	415.80	85.2390	426.20

Allowances						
Allowance Title	Salary		Salary		Salary	
	01/07/2019		01/07/2020		01/07/2021	
	\$p.f		\$p.f		\$p.f	
3 Year trained Senior Teacher allowance	167.60		171.80		176.10	
Secondment allowance	167.60		171.80		176.10	
EOSD allowance for classroom teachers*	369.30		378.50		388.00	
Specified Sites allowance	36.60		37.50		38.40	
Spec Sites Casual Rate incl 23% Ldg	0.9004 p/hour		0.9225 p/hour		0.9446 p/hour	

*The EOSD allowance only applies to those employees engaged on an EOSD appointment prior to the date of certification of this Agreement. Any employee engaged on an EOSD appointment from the date of certification of this Agreement will be subject to provisions of clause 7.4 and will not be entitled to the allowance.

SCHEDULE 2 – PRINCIPAL CLASSIFICATION: TOTAL GOVERNMENT RESOURCE THRESHOLDS
Principals of Primary, Secondary and P-10/12 Schools

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	500,000	0	512,500	0	525,000	0	538,000
2	500,000	1,200,000	512,500	1,230,000	525,000	1,260,500	538,000	1,292,000
3	1,200,000	2,500,000	1,230,000	2,562,500	1,260,500	2,626,500	1,292,000	2,692,000
4	2,500,000	4,000,000	2,562,500	4,100,000	2,626,500	4,202,500	2,692,000	4,307,500
5	4,000,000	6,500,000	4,100,000	6,662,500	4,202,500	6,829,000	4,307,500	6,999,500
6	6,500,000	10,000,000	6,662,500	10,250,000	6,829,000	10,506,000	6,999,500	10,768,500
7	10,000,000	14,000,000	10,250,000	14,350,000	10,506,000	14,708,500	10,768,500	15,076,000
8	14,000,000	18,000,000	14,350,000	18,450,000	14,708,500	18,911,000	15,076,000	19,383,500
9	18,000,000	22,000,000	18,450,000	22,550,000	18,911,000	23,113,500	19,383,500	23,691,000
10	22,000,000	max.	22,550,000	max.	23,113,500	max.	23,691,000	max.

Principals of Special Schools, Specific Purpose Schools and Education Units

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	290,000	0	297,000	0	304,000	0	311,500
2	290,000	700,000	297,000	717,500	304,000	735,000	311,500	753,000
3	700,000	1,300,000	717,500	1,332,500	735,000	1,365,500	753,000	1,399,500
4	1,300,000	2,000,000	1,332,500	2,050,000	1,365,500	2,101,000	1,399,500	2,153,500
5	2,000,000	4,000,000	2,050,000	4,100,000	2,101,000	4,202,500	2,153,500	4,307,500
6	4,000,000	6,500,000	4,100,000	6,662,500	4,202,500	6,829,000	4,307,500	6,999,500
7	6,500,000	10,500,000	6,662,500	10,762,500	6,829,000	11,031,500	6,999,500	11,307,000
8	10,500,000	16,500,000	10,762,500	16,912,500	11,031,500	17,335,000	11,307,000	17,768,000
9	16,500,000	20,500,000	16,912,500	21,012,500	17,335,000	21,537,500	17,768,000	22,075,500
10	20,500,000	max.	21,012,500	max.	21,537,500	max.	22,075,500	max.

Principals of Outdoor and Environmental Education Centres

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	250,000	0	256,000	0	262,000	0	268,500
2	250,000	550,000	256,000	563,500	262,000	577,500	268,500	591,500
3	550,000	1,200,000	563,500	1,230,000	577,500	1,260,500	591,500	1,292,000
4	1,200,000	1,800,000	1,230,000	1,845,000	1,260,500	1,891,000	1,292,000	1,938,000
5	1,800,000	3,000,000	1,845,000	3,075,000	1,891,000	3,151,500	1,938,000	3,230,000
6	3,000,000	5,000,000	3,075,000	5,125,000	3,151,500	5,253,000	3,230,000	5,384,000
7	5,000,000	7,000,000	5,125,000	7,175,000	5,253,000	7,354,000	5,384,000	7,537,500
8	7,000,000	9,500,000	7,175,000	9,737,500	7,354,000	9,980,500	7,537,500	10,230,000
9	9,500,000	12,000,000	9,737,500	12,300,000	9,980,500	12,607,500	10,230,000	12,922,500
10	12,000,000	max.	12,300,000	max.	12,607,500	max.	12,922,500	max.

Principals of Schools of Distance Education

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	750,000	0	768,500	0	787,500	0	807,000
2	750,000	1,800,000	768,500	1,845,000	787,500	1,891,000	807,000	1,938,000
3	1,800,000	3,400,000	1,845,000	3,485,000	1,891,000	3,572,000	1,938,000	3,661,000
4	3,400,000	6,000,000	3,485,000	6,150,000	3,572,000	6,303,500	3,661,000	6,461,000
5	6,000,000	9,600,000	6,150,000	9,840,000	6,303,500	10,086,000	6,461,000	10,338,000
6	9,600,000	14,500,000	9,840,000	14,862,500	10,086,000	15,234,000	10,338,000	15,614,500
7	14,500,000	19,500,000	14,862,500	19,987,500	15,234,000	20,487,000	15,614,500	20,999,000
8	19,500,000	26,000,000	19,987,500	26,650,000	20,487,000	27,316,000	20,999,000	27,998,500
9	26,000,000	32,000,000	26,650,000	32,800,000	27,316,000	33,620,000	27,998,500	34,460,500
10	32,000,000	max.	32,800,000	max.	33,620,000	max.	34,460,500	max.

SCHEDULE 3 – PROMOTIONAL POSITION CLASSIFICATION STRUCTURE TRANSITION ARRANGEMENTS

A.1 Application

A.1.1 The provisions of this schedule apply to employees who, at the date of certification of this Agreement, were:

- (a) covered by the *Department of Education and Training State School Teachers' Certified Agreement 2016*; and
- (b) classified at Stream 1 and/or appointed as a Pedagogy, Literacy and/or Numeracy coach; or
- (c) classified at Stream 2 – Heads of Program; or
- (d) classified at Stream 3 – School Leaders.

A.2 Transition Arrangements

A.2.1 The promotional position classification structure transition arrangements will be effective from 1 July 2019.

A.2.2 Pedagogy, Literacy and/or Numeracy Coaches

A.2.2.1 The following transition arrangements apply for teachers performing the role of a Pedagogy, Literacy and/or Numeracy Coach as at the date of certification of this Agreement.

- (a) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 11 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$109,092 p.a	\$111,819 p.a	\$114,615 p.a

- (b) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 12 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$111,924 p.a	\$114,722 p.a	\$117,590 p.a

- (c) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 13 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$114,329 p.a	\$117,187 p.a	\$120,116 p.a

A.2.2.2 The one-off payment prescribed in clause 1.11 of this Agreement will apply to all Pedagogy, Literacy and/or Numeracy Coaches appointed as at date of certification of this Agreement.

A.2.3 Stream 2 – Heads of Program Classification Structure

A.2.3.1 The following transition arrangements apply for employees in the Stream 2 classification, excluding Pedagogy, Literacy and/or Numeracy Coaches:

- (a) Head of Curriculum positions will transition to Head of Program Level 1 – paypoint 1, as a Head of Department (Curriculum). Employees classified as a Head of Department (Curriculum) will have an amended incremental progression anniversary date of 1 July 2019.
- (b) Head of Department, Head of Special Education Services – Band 5 and Guidance Officer positions will transition to Head of Program Level 1, to the paypoint consistent with the staff member's existing classification paypoint. Affected employees will retain their current incremental progression anniversary date.

- (c) Senior Guidance Officer, Regional School Sports Officer and Head of Special Education Services – Band 6 positions will transition to Head of Program Level 2, to the paypoint consistent with the staff member's existing classification paypoint. Affected employees will retain their current incremental progression anniversary date.

Current Classification: Heads of Program – (Stream 2)			New Classification	
HOC	Paypoint 11	→	Paypoint 1	Head of Program – (Stream 2) Level 1
	Paypoint 12	→	Paypoint 1	
	Paypoint 13	→	Paypoint 1	
HOD, GO, HOSES 2	Paypoint 21	→	Paypoint 1	
	Paypoint 22	→	Paypoint 2	
	Paypoint 23	→	Paypoint 3	
SGO, HOSES 3	Paypoint 31	→	Paypoint 1	Head of Program – (Stream 2) Level 2
	Paypoint 32	→	Paypoint 2	
	Paypoint 33	→	Paypoint 3	
HOSES 4	Paypoint 41	→	Paypoint 1	Deputy Principal – (Stream 3) Level 1
	Paypoint 42	→	Paypoint 2	
	Paypoint 43	→	Paypoint 3	

A.2.4 Stream 3 – School Leaders Classification Structure

A.2.4.1 Deputy Principal

Deputy Principal positions will transition based on the existing classification of the position as at the date of certification of this Agreement, as follows:

- (a) DSL1: employees classified at paypoint 21, paypoint 22 and paypoint 23 will transition to Deputy Principal Level 1 – paypoint 1:
- employees classified at DSL1 paypoint 21 and DSL1 paypoint 22 will have an amended incremental progression anniversary date of 1 July 2019.
 - employees classified at paypoint 23 will retain their existing incremental progression anniversary date.
- (b) DSL2: employees classified at paypoint 30 and paypoint 31 will transition to Deputy Principal Level 1 – paypoint 1:
- employees classified at DSL2 paypoint 30 will have an amended incremental progression anniversary date of 1 July 2019.
 - employees classified at DSL2 paypoint 31 will retain their existing incremental progression anniversary date.
- (c) DSL3: employees classified at paypoint 32 will transition to Deputy Principal Level 1 – paypoint 2:
- Employees classified at DSL3 paypoint 32 will retain their existing incremental progression anniversary date.
- (d) DSL3: employees classified at paypoint 33 will transition to Deputy Principal Level 1 – paypoint 3:
- employees classified at DSL3 paypoint 33 will retain their existing incremental progression anniversary date.

Current Deputy Principal Classification			New Classification: Deputy Principal – (Stream 3) Level 1
DSL1	Paypoint 21	→	Paypoint 1
	Paypoint 22	→	
	Paypoint 23	→	
DSL2	Paypoint 30	→	Paypoint 1
	Paypoint 31	→	
	Paypoint 32	→	Paypoint 2
DSL3	Paypoint 31	→	Paypoint 1
	Paypoint 32	→	Paypoint 2
	Paypoint 33	→	Paypoint 3

A.2.4.2 Principal

Principal positions will transition to the promotional position classification structure based on the total government resourcing thresholds prescribed in Schedule 2, determined in accordance with clause 5.8.

- (i) For employees appointed to a principal position that transitions to a classification level above their current classification level, the employee will commence at paypoint 1 of the new level and will have an amended incremental progression anniversary date of 1 July 2019. This does not apply to employees classified at SL1 paypoint 13 and SL2 paypoint 23 as at the date of certification of this Agreement, whose transition arrangements are as follows:
 - (a) Employees appointed to principal positions classified at SL1 paypoint 13 will progress to Principal Level 2 paypoint 2, and will have an amended incremental progression anniversary date of 1 July 2019.
 - (b) Employees appointed to principal positions classified at SL2 paypoint 23 will progress to Principal Level 3 paypoint 2, and will have an amended incremental progression anniversary date of 1 July 2019.
- (ii) Employees appointed to principal positions that transition to a classification level that is equivalent to their current classification level will transition to the same classification paypoint, and their incremental progression anniversary date will remain the same.
- (iii) Employees appointed to principal positions that transition to a classification level that is below their current classification level will transition to the Principal classification level and paypoint that is equivalent to their current classification, and their incremental progression anniversary date will remain the same. The transition arrangement will be maintained in accordance with A.3 of this Schedule, whilst the employee remains in the position at the school.

A.2.4.3 Executive Principals

Executive Principals who held a substantive Executive Principal position as at date of certification of this Agreement will be translated to Principal Level 10 and remunerated at Step 2 effective from 1 July 2019.

A.3 Maintenance Arrangements

- A.3.1 Employees appointed to principal positions that transition to a classification level that is below their current classification level will transition to the Principal classification level and paypoint that is equivalent to their current classification, and their incremental progression anniversary date will remain the same. These maintenance arrangements will retain the classification and related conditions of employment for the life of this Agreement whilst employed in the position they transition to.

- A.3.2 Where an employee leaves their transitioned position (including, but not limited to, appointment, transfer, EOSD, higher duties or secondment), those maintenance arrangements will cease and conditions applicable to the position to which they are being appointed will apply.
- A.3.3 Employees with maintenance arrangements who leave their substantive position because of EOSD, higher duties or secondment will resume their maintenance arrangements upon return to their transitioned position.

A.3.4 Principals

Principals who transition to a classification level above the principal classification of their school will be eligible to transfer at the higher classification when a position becomes vacant. A closed merit selection process will be conducted for eligible Principals where more than one applies for transfer to the position. Where no appointment is made, the position will be made available for appointment through an open merit selection process.

Released under the
Privacy Act
by the DOE

SCHEDULE 4 – SPECIAL EDUCATION FACILITIES

The Special Education Facilities referred to in clause 4.2.1(a) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- (a) Special Schools;
- (b) Special Education Units;
- (c) Special Education Developmental Units;
- (d) Special Education Classes;
- (e) Special Education Development Centres; and
- (f) Other Special Education Facilities as may from time to time be approved by the employer.

Released under the RTI Act
by the DOE

SCHEDULE 5 – SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES

The schools serving indigenous communities referred to in clause 4.2.1(b) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- (a) Aurukun State School;
- (b) Birdsville State School;
- (c) Bloomfield River State School;
- (d) Burketown State School;
- (e) Bwgcolman Community School;
- (f) Camooweal State School;
- (g) Cape York Aboriginal Academy;
- (h) Cherbourg State School;
- (i) Croydon State School;
- (j) Dajarra State School;
- (k) Doomadgee State School;
- (l) Kowanyama State School;
- (m) Laura State School;
- (n) Lockhart River State School;
- (o) Mornington Island State School;
- (p) Normanton State School;
- (q) Northern Peninsula Area State College;
- (r) Pormpuraaw State School;
- (s) Tagai State College;
- (t) Urandangi State School;
- (u) Western Cape College;
- (v) Woorabinda State School;
- (w) Yarrabah State School; and
- (x) Other schools as may from time to time be approved by the employer.

SCHEDULE 6 – PRINCIPLES OF GOOD WORKLOAD MANAGEMENT

Effective workload management requires the following:

- (1) Understanding that all employees and managers are accountable for effective workload management.
- (2) Discuss and review workload. Allocation of workloads that take into account the training, skill, knowledge, career and professional development of individual employees.
- (3) Recognise that changes occur in workplaces on a daily basis and that managers are responsible for managing workloads.
- (4) Success depends on a strong commitment by both employees and managers.
- (5) Equitable distribution of workloads and open and transparent decision making.
- (6) Support decisions that take into account the work-life balance of employees.
- (7) Provide flexibility and discretion in applying workload management to ensure delivery, work requirements and the effectiveness and efficiency of the Department are met.
- (8) Maintenance of safe work environments and safe work practices.
- (9) Allocation of resources to ensure both the maintenance of workloads at a reasonable level and the delivery of a high quality service.
- (10) Issue escalation processes are in place. The LCC is a key mechanism for managing workload issues at the workplace level.

Find a school | About My School | NAPLAN explained | FAQs

Mansfield State School, Mansfield, QLD

School profile | NAPLAN | Attendance | **Finances** | VET in schools | Senior secondary | Schools map

The following table and charts summarise the recurrent and other income of the selected school, together with its capital expenditure for the calendar year. Further information on the methods used and on the comparability of the data is available in Financial data reporting on My School.

2014	2015	2016	2017	2018	2019
------	------	------	------	------	------

Full-time equivalent enrolments relating to recurrent income and capital expenditure: 1,125.0

	\$ Total	\$ per student
Net recurrent income		
Australian government recurrent funding	2,752,520	2,447
State / territory government recurring funding	9,207,832	8,185
Fees, charges and parent contributions	372,049	331
Other private sources	236,622	210
Total gross income	12,568,823	11,172
Less: capital income	0	0
Total net recurrent income	12,568,823	11,172

Comments:

Data has been derived based on the methodology used for the My School financial reporting provided to the Australian Curriculum Assessment and Reporting Authority (ACARA). Limitations on this financial data and details about the methodology for calculating recurrent income are available at <https://www.myschool.edu.au/more-information/technical-and-statistical-information/financial-limitations/>. Income sourced from funding provided by the State and Australian Governments for recurrent purposes (includes funds paid directly to school bank accounts as well as school staffing and other costs). Calendar year 2019 is not available as it is still to be produced and reviewed by ACARA (not anticipated to be complete before December 2020). Details of funds allocated to schools is available on the MySchool web-site 'Finances' page for each school by calendar year up to 2018. See <https://myschool.edu.au/>

intranet.qed.qld.gov.au

Legal and Administrative Law Branch

25-32 minutes

Guidelines

This information is given as general guidance for staff of State schools and Regional Office staff about common issues that arise at State schools because of family law disputes.

This guideline is for school principals (who have responsibility for managing their schools) and to Regional Office staff (who have responsibility for dealing with inquiries from persons about the actions of school principals).

The general principle

Family law related disputes should not happen at schools as they disrupt the good order and management of the school. Schools are meant to promote a safe, secure learning and teaching environment for students and staff. They are not the place to resolve matters that can more properly be resolved privately or in the [Family Court](#).

School staff should, wherever possible, avoid involvement in family law matters concerning students at their school unless involvement is necessary (for example, if staff are compelled by subpoena to give evidence in court), or desirable to safeguard the wellbeing and best interest of the student.

School staff should encourage disputing parties to try and resolve their differences through a [family relationship centre](#), a [family law service](#), a [family dispute resolution service](#) or the [Family court](#).

Common issues and recommended actions

Enrolment

- Enrolment processes should conform with the procedure [Enrolment in State Primary, Secondary and Special Schools](#).
- The 'Application for Student Enrolment Form' requires parents to give a copy of a relevant court order to the school. This may include:
 - Family court orders
 - parenting plans registered with the Family court
 - court orders concerning the welfare of a child that may affect the child while attending the state school (including Family Violence orders)
 - agreed variations to the above documents.
- These documents are not given for the school to enforce the orders or arrangements, but so that the school is fully informed of familial arrangements that may impact on the health, safety

and welfare of the student, school staff and parents.

Temporary child protection orders - Department of Communities, Child Safety and Disability Services

- If you become aware that a child is temporarily in the custody of the Chief Executive, Department of Communities, Child Safety and Disability Services you should:
- Confirm the identity of the person producing the temporary child protection order.
- Request a copy of the order for the office file.
- Enrol a child and treat the Chief Executive as the 'parent' exercising parental responsibility for the child for all ongoing communications and notifications for the duration of the order.
- Treat the Chief Executive as the child's parent for the duration of the court order, to the exclusion of the child's natural parents, about all matters which would usually be communicated and approved by one or both of the child's natural parents, unless the order provides otherwise.

Overseas child orders

- Sometimes parents have orders made by an overseas court or tribunal:
- Overseas child orders will only be officially recognised in Australia if they have been registered in an Australian court and have been made in a prescribed overseas jurisdiction.
- When presented with an overseas child order by a parent or guardian of a student, email the order to the Legal and Administrative Law Branch (LALB) for advice about whether the order has been made in a prescribed overseas jurisdiction and registered in an Australian court.

Parents' time and communication with their child during school hours

- Parents in dispute will often attempt to access their child at school, during school hours, even if to do so is inconsistent with an order. Parents who no longer have parental responsibility for a child should not be allowed access to a child at school without the consent of the parent who retains parental responsibility.
- If a parent wants access to a child at school, during school hours:
- Ensure that a person purporting to be a parent of a child, who makes a request for information or to spend time with or have communication with the child can be properly identified (i.e driver's licence, passport) and is a parent of the child (i.e. check birth certificate and relevant court orders to make sure that they retain parental responsibility for the child).
- Contact should not be allowed to become routine and should be monitored to ensure the child's welfare.
- So as to avoid unnecessary disruption to school routine, inform the parent requesting access to their child during the school day that communication between a child and a parent during the school day, either in person or by telephone, is not for facilitating access to remedy a family law dispute but should be limited to if necessary:
 - to help with the education or welfare of the child
 - to assist the administration of the state school
 - because there has been an accident or emergency concerning the child
 - to allow the child to attend medical or other appointments
 - to help with school disciplinary action concerning the child.

Parental disputes

- Inform parents, when asked to intervene, that it is not the role of the school to resolve disputes between parents, for example, disputes about the arrangements for the collection of children from school premises, or the contact or time a child has with a parent.
- Insist that parents resolve their disputes off school premises.
- Allow either parent or a parent's nominated representative, including a de facto partner, step parent, or grandparent to attend or pick up a child after school unless:
 - there is a court order prohibiting contact between the parent and the child
 - there is a court order prohibiting contact between the child and the parent's nominated representative
 - there is a court order granting sole parental responsibility to the other parent and does not specifically authorise another person to attend or pick up the child
- where there is an obvious child protection concern (e.g. the parent or their nominated representative is intoxicated or threatens or does actual violence to the child or others).
- A template letter - [family disputes \(DOC, 33KB\)](#) - may also be used in these circumstances.
- When parents refuse to take disputes off school premises or refuse to abide by your advice in respect of appropriate in-school contact with their child refer to the Department of Education, Training and Employment's procedure [Hostile People on School Premises, Wilful Disturbance and Trespass](#) and take measures to maintain the good order of the school premises, for example, it may be necessary to call the police.

Parents as volunteers

Parents who do not live with their children may be volunteers at the school their children attend and, unless a court has ordered otherwise, should be treated in the same manner as other parent volunteers.

Adopt the following principles in relation to volunteer engagement and apply the principles in a non-discriminatory manner:


- parents prohibited by court order from spending time with, or communicating with their child should not participate in school activities as a volunteer (some examples of such a prohibition may be that the parent is not permitted to have access to the child without supervision)
- parents who no longer have parental responsibility for a child should not be allowed to volunteer to get access to the child at school (for example if a court order has granted sole parental responsibility to someone else)
- volunteers should always conduct themselves in a manner acceptable to the principal
- volunteers are accepted based on the school's need at the discretion of the principal and not for the sole or principal purpose of contact with their child
- the principal may end a voluntary arrangement at their discretion
- volunteers work at the direction of a member of staff.

For parents in dispute over the payment of their child's school activity fees

- The school should send an invoice for each fee based activity to both parents (note this is an invoice for the entire amount - schools should not enter into part payment or 50/50 invoicing arrangements)

- It is a matter for the parents to determine who pays the invoiced fees. If there is a payment arrangement between the parents that has not been adhered to, that is a matter for the parents to resolve between themselves
- If the fees are not paid in full (e.g. the school receives only part payment from one parent) then the child should not be allowed to participate in the activity, unless the school is willing to absorb the cost
- [A template letter \(DOC, 62KB\)](#) may be used in this circumstance.


Parents requesting school records concerning a student

Give a parent access to scholastic information about their child, consistent with the *Education (General Provisions) Act 2006* (EGPA) and the procedure [Access to records held in schools](#)  (see below), **unless:**

- there is a court order:
- prohibiting the giving of the information to that parent of the child
- that grants sole parental responsibility to the other parent, and does not specifically authorise the parent to be given information about the child
- you consider it inappropriate to give information to a parent, despite that there is no court order preventing (for example the child is living independently or the disclosure would not be in the child's best interests because there is a child safety concern related to the provision of the information) (in these circumstances contact LALB for advice and see also below 'Parents obtaining school records concerning a student and Requests concerning location of a student').

Administrative access via procedure [Access to records held in schools](#)

Statutory obligations

- Schools are required by the *Education (General Provisions) Act 2006* and *Education (General Provisions) Regulation 2006* to provide certain information to the student's parents unless the Principal is satisfied it would be inappropriate in the circumstances to provide the information to the parents. For example, it might be inappropriate if a student is living 'independently' from their parents or if the disclosure of the information would not be in the student's best interests or there is a court order prohibiting the disclosure. For further information please refer to [Student request not to give schooling information to parents](#)
- If a decision is made to not give the information to parents, tell the requester that they may make an [application to the department](#)  under Right to Information Act 2009 (Qld) or the Information Privacy Act 2009 (Qld) whichever is applicable.

Requests for a report or a letter concerning a student for the purposes of a court hearing:

- Requests from parents or lawyers for letters or reports concerning students, that are not letters or reports required to be routinely given to parents under the *Education (General Provisions) Act 2006* and *Education (General Provisions) Regulation 2006*, should only be granted with the consent of the school principal.
- From time to time, parents (or their legal representatives) or lawyers appointed by the Court acting on behalf of children in respect of Family Court proceedings (the Independent Children's Lawyer) will write to a school either asking for a report on a student or asking that the school answer a lengthy series of questions about the student's schooling and certain aspects of the parents' dealings with school staff.


- These requests should be treated as a request for a report and dealt with under s. 62 of the *Education (General Provisions) Regulation 2006*. The school principal is the Chief Executive's delegate for this section. These requests should only be approved and consented to by school principals.
- Write to the [person requesting a report \(DOCX, 38KB\)](#) about a child, drawing their attention to s. 62 of the EGPR and ask:
- that they apply in writing under s. 62 of the EGPR
- if relevant, that they provide copies of any official court documents confirming their appointment as an Independent Children's Lawyer.
- Decide, under the authority delegated to principals under s. 62 of the EGPR, whether to prepare a report about a school student requested for a court hearing.
- Be satisfied that the factors set out in s. 62 are met and the best interests of the student are being considered if agreeing to give a report about a school student.
- Limit the information provided in the report to balanced, objective, factual information and direct observations of the student, about educational matters, giving opinion only if it is evidence and expertise-based rather than merely speculative. Avoid emotional or judgmental expressions and ensure that observations of parental involvement are factually accurate and balanced.
- Use the [Section 62 Regulation report template \(DOCX, 32KB\)](#) to assist in the preparation of the report.
- Invoice the applicant for the fee set in Schedule 4 of the EGPR and ensure payment before giving the approved report.
- If there is satisfactory evidence from the applicant that charging the fee would cause financial hardship to the person requesting the report, the fee may be waived in part or in full.

Subpoenas/ summons - if you receive a subpoena or a summons you should:

- As soon as possible, email LALB a copy of the document at advicerequest.LECAL@qed.qld.gov.au.
- Follow LALB's advice about the subpoena.
- Ensure that staff subpoenaed to appear in court in relation to family law matters consider the procedure *Court Appearances by Employees of Education Queensland by Request or Subpoena*.
- **Lawyers obtaining student records** - ensure that correspondence received from lawyers, requesting access to a student's records held by the school (as opposed to requests for answers to a series of questions), is supported by evidence that meets the identification and authority requirements outlined in procedure *Access to Records held in Schools*.

Requests concerning location of a student

- If a parent does not know the location of their child and the child's location is not a matter of police enquiry or investigation, and the parent enquires of a school as to whether the child is enrolled at the school, for information privacy and safety reasons the school should direct the query to regional office staff for consideration and an answer, and the following approach is recommended:
- Neither confirm nor deny the location of the student, if a person purporting to be a parent of the student contacts a school employee or arrives at the school with a view to finding out at which school the student is enrolled.

- Refer the person to the regional office for assistance.
- Advise the regional office of the situation and your referral.
- Regional office staff are advised to adopt the following approach upon referral of such a matter:
 - Before responding, the Regional Officer should:
 - check records to see if there is a court order that prevents the enquiring parent from getting the information e.g. the court order grants sole parental responsibility to the other parent and does not specifically authorise the enquiring parent to get the information about the child, if not
 - consult with the enrolling parent and decide if there is an information privacy or safety concern (for the parent, their child or another person) with disclosing the child's enrolment to the enquiring parent.
 - If there is a court order preventing the parent from getting the information, or contact with the enrolling parent cannot be made or the parent confirms an information privacy or safety concern (the parent should provide evidence to support their claim of a safety concern e.g. Family Violence Order), the response should be to neither confirm nor deny whether or where the child in question is enrolled, and should simply inform the inquiring parent that they may:
 - request the police to contact the department on their behalf if there is an allegation that an enrolling parent has broken the law (in these cases police can follow normal processes to request information from the department)
 - apply to the Family Court for a location order or recovery order
 - [make an application to the department](#)  under the *Right to Information Act 2009* (Qld) or *Information Privacy Act 2009* (Qld), whichever is applicable.
 - A template letter - [location requests \(DOCX, 30KB\)](#) - may also be used in these circumstances.
 - If the enrolling parent confirms that there are no information privacy **and** no safety issues, then the enquiring parent should be treated like any other parent and be given the information about their child (subject to confirming their identity (e.g. driver's licence, passport etc) and parentage (birth certificate)).
- **If presented with a Location order** - confirm the identity of the person producing the location order and:
 - Request a copy of the order for the office file.
 - Check the details of the child in the order.
 - After ensuring that the order is valid (contact LALB if there is any doubt):
 - ensure that staff follow the order, for example, by giving information to the court
 - act with sensitivity and regard for the dignity of the child or children subject to the order and for the wellbeing of other children at the school.
- **If presented with a Recovery order** - confirm the identity of the person producing the recovery order (recovery orders are usually directed to police officers not parents) and:
 - Request a copy of the order for the office file.
 - Check the details of the child in the order.
 - After ensuring that the order is valid (contact LALB if there is any doubt) ensure that staff follow the order by allowing the police to remove a child from the state school.
 - Act with sensitivity and regard for the dignity of the child or children subject to order and for

the wellbeing of other children at the school.

Resources

- [Family disputes template \(DOC, 33KB\)](#)
- [Location requests letter template \(DOCX, 30KB\)](#)
- [Section 62 Regulation letter template \(DOCX, 36KB\)](#)
- [Section 62 Regulation report template \(DOCX, 32KB\)](#)
- [Letter to parent about financial payment of school activity fees \(DOC, 62KB\)](#)
- [Student request not to give schooling information to parents](#)

Definitions

Family Violence Order

An order (including an interim order) made under a law of a state or territory to protect a person from family violence (see schedule 3 *Family Law Regulations 1984 (Cth)*).

Have communication with

A court may make a parenting order specifying the circumstances under which a parent may 'have communication with' their child. This partially replaces the concept of 'contact' between the child and the parent they do not live with.

Independent children's lawyer

A lawyer who represents the child's interests in proceedings, under an appointment made in a court order under s. 68L(2) of the *Family Law Act 1975 (Cth)* (*the Act*). Their purpose is to ensure that the court makes a decision about parenting arrangements that is in the best interests of the child.

Live with

A court may make a parenting order specifying whom the child will primarily be 'living with'. This replaces the concept of 'residence' under the previous family laws.

Location Order

A location order is defined in s. 67J of the *Family Law Act 1975*. It is a court order requiring a person to give the court registry information about the child's location.

Overseas Child Order

An overseas child order is defined in s. 4 of the *Family Law Act 1975*. It is an order made by a court of a prescribed overseas jurisdiction (country, or part of a country, outside Australia) that:

- determines the person or persons with whom a child under 18 years of age is to live, or that provides for a person or persons to have custody of a child who is under 18
- provides for a person or persons to spend time with a child who is under 18
- provides for contact between a child who is under 18 and another person or persons, or that

provides for a person or persons to have access to a child who is under 18

- varies or discharges an order of the kind referred to above, including an order of that kind made under the *Family Law Act 1975*.

Overseas child orders will only be officially recognised in Australia if they have been registered in an Australian court and have been made in a prescribed overseas jurisdiction.

Parent

For the *Education (General Provisions) Act 2006*, a parent of a child is defined in [s. 10](#) of that Act as the child's mother, the child's father, and/or a person who exercises parental responsibility for the child. However, a person who stands in the place of a parent on a temporary basis is not a parent of the child. For Aboriginal children, a parent includes a person who, under Aboriginal tradition, is regarded as a parent of the child. A parent of a Torres Strait Island child includes a person who, under Island tradition, is regarded as a parent of the child. A person granted guardianship of a child under the *Child Protection Act 1999 (Qld)* or who exercises parental responsibility under an order of a court is also a parent for the *Education (General Provisions) Act 2006 (Qld)*. This includes children who are in the temporary custody of the [Department of Communities, Child Safety and Disability Services](#) for reasons of 'child protection'. In this instance these persons are to be treated as the child's parents to the exclusion of the child's natural parents.

If there is a court order granting sole parental responsibility to a parent and does not specifically authorise another person to exercise parental responsibility over the child, the other parent is not a parent for s. 10.

Parenting order

If parents cannot agree on a 'parenting plan' between themselves (see below), they may apply to a court seeking parenting orders. A parenting order is defined in s. 64B of the *Family Law Act 1975*. A parenting order is a set of directions made by a court about parental responsibilities. A parenting order may cover:

- living arrangements for a child
- time spent and communication with a child
- parental responsibility for a child
- any other aspect of the care, welfare or development of a child including religion, education, medical, travel
- direction for parties to follow certain steps before applying to a court to change an order
- other matters referred to in the section.

If a parenting order says that parental responsibility is shared between two or more persons, then decisions about major long-term issues about the child should be made jointly by those persons. Subject to any court order, decisions about issues that are not major long-term issues may be made by the person with parental responsibility with whom the child is staying with at the time, without the need to consult other persons who also have parental responsibility for the child.

Parenting plan

A parenting plan is defined in s. 63C of the *Family Law Act 1975*. A parenting plan is a written agreement made by the parents of a child that sets out parenting arrangements for the child,

including day-to-day responsibilities for each parent, the practical considerations of a child's daily life, and the long-term issues relating to a child. It must be signed and dated by the parents. It is not legally enforceable; however, by filing consent orders in court a parenting plan may become legally enforceable.

Parenting plans can no longer be made legally enforceable by having them 'registered' with the Family Court. However, if the plan was registered before 14 January 2004, it will have legal enforceability in the same way that a court order would today.

Parental responsibility

The *Family Law Act 1975* provides that each parent of a child has parental responsibility for the child, to the extent to which that responsibility is not affected by a parenting order or other court order.

Parental responsibility in relation to a child means all the duties, powers, responsibilities and authority which, by law, parents have in relation to children. Generally, both parents are jointly responsible for matters about their child which include the child's education (both current and future), religious and cultural upbringing, health and name. Parental responsibility is not affected by any change in the parents' relationship alone. For example, if parents separate or remarry, each keeps full and shared parental responsibility unless a court order specifies otherwise.

Personal information

Personal information means information or an opinion, whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Prescribed overseas jurisdiction

A prescribed overseas jurisdiction is defined in s. 4 of the *Family Law Act 1975*. Prescribed overseas jurisdictions are locations specified in Schedule 1A of the Family Law Regulations 1984 from which parenting orders are recognised once they are registered in an Australian court. For example, New Zealand is a prescribed overseas jurisdiction, as are most (but not all) states in the USA.

Countries such as the UK, South Africa and Canada are not prescribed jurisdictions, therefore, child orders from those countries are not enforceable in Australia. Overseas orders, even those from a prescribed overseas jurisdiction, have no effect in Australia unless they have been registered in the Family Court or a Supreme Court of a State or Territory.

Recovery Order

A recovery order is defined in s. 67Q of the *Family Law Act 1975*. A recovery order made by a court about a child can require the child to be returned to:

- the child's parent
- a person with whom the child lives under a parenting order
- a person with whom the child is to spend time under a parenting order
- a person with whom the child is to communicate with under a parenting order
- a person with parental responsibility for the child.

The order may:

- allow premises to be searched
- allow force to be used in the recovery of the child
- prohibit a person from again removing or taking possession of the child
- authorise the arrest, without a warrant, of a person who again removes or takes possession of a child.

Spending time with

A court may make a parenting order specifying the circumstances under which a child may 'spend time with' a parent. This has partially replaced the concept of 'contact' and 'access' under previous family laws.

Temporary child protection order

A court may make an order under the [Child Protection Act 1999 \(PDF, 2.6MB\)](#) granting temporary custody of a child to the Chief Executive of the Department of Communities, Child Safety and Disability Services, for example:

For enquiries regarding family law matters affecting state schools, please contact the [Legal and Administrative Law Branch](#) .

Released under the RTI Act
by the DoE

Template Family Disputes Letter

Date

Parent 1 Full Name
Street
SUBURB QLD 4xxx

Parent 2 Full Name
Street
SUBURB QLD 4xxx

Dear [Mr/Mrs/Ms surname/s]

I am writing to both of you about your arrangements regarding the schooling of [name of child/children] at [insert school name].

This letter is to reinforce the principle that family law disputes should not happen at schools. Schools are meant to promote a safe, secure learning and teaching environment for students and staff. Schools are not the place to resolve matters that can more properly be resolved privately. To this end you are expected to maintain appropriate behaviour while on school premises.

It is not the school's role to act as referee in these disputes. State schools have standard processes for dealing with certain matters in circumstances where both parents retain parental responsibility, there is no Court order prohibiting a matter and there is no need to intervene as part of our duty of care. For example:

- **Absence information:** The school will not automatically contact a non-residential parent of a child's attendance at or absence from school on a daily basis. If a school is not informed of the child's absence, the school will contact the known residential parent in the first instance to seek an explanation. Only if the residential parent fails to provide a reasonable explanation for the absence will the school then proceed to notify both parents of the absence. Total absences for a child (both explained and unexplained) are recorded on the semester report card and a summary of absences can be provided to either parent upon request.
- **Collection from and access to children at school:** school staff will not enforce collection arrangements or prevent either parent from attending or picking up a child from school, as long as the school routine is not unreasonably interrupted and compulsory schooling requirements are met.
- **Access to scholastic information:** Subject to some exceptions, each parent will be entitled to the same schooling information about their child. Parents who are not recorded on school records may not receive this information until they have school records amended to reflect their status.

- Consent for student participation in school excursions: The school requires only one parent signature on the permission form. As long as one parent signs a permission slip the student can participate in the activity in question.
- Student access to the school's appointed Guidance Officer (GO) for purposes of counselling support: Should a student request to speak with a GO for counselling support, the school will allow the student to speak to the GO. Parent permission is not required for counselling support to students. In the case of a parent requesting a GO referral (for counselling) then one parent's consent is sufficient. Learning referrals to the GO are different from counselling support offered by GO's. A learning referral involves the collating of student data (by classroom teacher) and may include a cognitive assessment of the student. These referrals require consent from only one parent.
- Student's diet at school: Students will be allowed to eat food provided by a parent. Students will also be allowed access to the school tuckshop with one parent's permission.
- Parents volunteering at school: Unless a court has ordered otherwise and subject to the school principal's discretion about general suitability, parents who do not live with their children are acceptable applicants to be volunteers at the school their children attend. Parents who seek to volunteer in these circumstances should understand that if they are accepted as volunteers it is not for the purpose of facilitating contact with their child.

I encourage you to seek the assistance available to you through a [Family Relationship Centre](#), a [family law service](#), a [family dispute resolution service](#) or the Family Court to resolve any differences you may have with each other over matters like those outlined above and your respective compliance with relevant court orders.

Yours sincerely

[name of principal]
PRINCIPAL
[school name]

Date

Parent Full Name
Street
SUBURB STATE POSTCODE

Dear [Mr/Mrs/Ms surname]

I refer to your enquiry about the location of your child [child name], and his/her enrolment at a state school in Queensland.

If a parent of a child does not know the location of their child and their location is not yet a matter of police inquiry or investigation, it is the department's practice to err on the side of caution, with the safety of the child and other parent in question the first priority and neither confirm or deny whether or where the child is enrolled.

If you wish to find the location of your child, you should:

- Report the matter to the police and invite them to contact me; or
- Get independent legal advice and consider options including applying to the Family Court for a location or recovery order; or
- If you wish to request access to departmental records that may disclose whether or where your child is enrolled in a State school, make an application for these records under the *Information Privacy Act 2009 (Qld)*. I have attached a copy of an application form for your consideration.

Yours sincerely

[Regional Director Name]
Regional Director

Date

Name

Name of Law Firm (if applicable)

Street

SUBURB QLD 4xxx

Dear [Mr/Mrs/Ms surname]

Thank you for your letter dated [date] about [student name], a student of [school name].

Your letter requests a report on [student name] for the purposes of litigation. You should apply to me in writing under s.62 of the *Education (General Provisions) Regulation 2006 (Qld)* (copy attached). I am the Chief Executive's delegate for s.62.

Please note, should I consent to the preparation of a report, you will be invoiced with the costs outlined in Schedule 4 of the Regulation (copy attached).

Under s.62(5) of the *Education (General Provisions) Regulation 2006 (Qld)*, you may also apply to me, with supporting evidence, requesting waiver of the scheduled fee on the basis of financial hardship.

Yours sincerely

[Principal name]

Principal

[School name]

Section 62: Report about State school student, or former State school student, for particular proceedings or in particular circumstances

- (1) The chief executive may give a person a report about a State school student, or former State school student, only—
 - (a) if authorised by a court or tribunal for particular proceedings; or
 - (b) if the student is a child, with the consent of a parent of the child; or
 - (c) if the student is an adult, with the consent of the student; or
 - (d) if required or permitted by an Act or another law.
- (2) However, the chief executive may give a person a report about a State school student, or former State school student, without the consent required under subsection (1)(b) or (c) if the chief executive is satisfied—
 - (a) either—
 - (i) the person requesting the report has a sufficient interest in the subject matter of the proposed report; or
 - (ii) if the person requesting the report is a professional person acting for a client of the professional person—the client has a sufficient interest in the subject matter of the proposed report; and
 - (b) either—
 - (i) the proposed report is not detrimental to the student; or
 - (ii) despite the proposed report being detrimental to the student, on balance, the public interest is better served by the report being given.
- (3) Subsection (1) does not apply to the giving of a report about a State school student, or former State school student, in the course of the administration of the school.
- (4) On giving a person a report under subsection (1)(b), (c) or (d), the person must pay the fee mentioned in schedule 1 for preparation of the report.
- (5) However, the chief executive may waive, entirely or partly, payment of the fee if the chief executive is satisfied payment of the fee would cause financial hardship to the person.

Schedule 1: Fees for preparation of particular reports about State school students or former State school students

<u>section 62(4)</u>	\$
1. For a report of not more than 1,000 words	126.25
2. For a report of more than 1,000 words but not more than 2,000 words.	169.85
3. For a report of more than 2,000 words	254.15

**Report for the purposes of litigation
Subject Master / Ms XXXXXX**

This report is prepared under s.62 of the *Education (General Provisions) Regulation 2006*. I am the Chief Executive's delegate for s.62. I have considered XXXX's request for the preparation of a report and have decided to give XXXX the report requested.

This report is prepared relying on the records of XXXX School relating to Master / Ms XXXX and the observations of Master / Ms XXXX by school staff including Master / Ms XXXX's classroom teacher.

Personal details:

- Student's name: XXXXX
- Date of Birth: XXXXX
- Year level: XXXXX
- During the year Master / Ms XXXX's resided with XXXXX or XXXXX on days as determined by Family Court orders

Date of and Period of enrolment:

- Master / Ms XXXX's was enrolled at XXXX School on XXXX.

Questions about the period during which the child has attended your school should be answered under this heading.

Presentation and Behavioural history:

Insert comments on child's presentation at school and behavioural history and if relevant attach extracts of the history (remove details of other students)

Questions about the following should be answered under this heading:

- Any concerns the teachers may have had regarding the presentation of the child when attending school.
- Have there been times when the child has exhibited behaviour unlike their usual behaviour? If so please provide details of (a) when this occurred, (b) the nature of this behaviour; and (c) anything of which you are aware may have contributed to this behaviour.
- The relationship of the children to their peers
- The child's general demeanour and behaviour whilst at your school.
- Whether there have been any absences due to suspension from school or time-out? If so please provide the dates and the reasons for the suspension or time out.
- Whether the child has had any in-school suspensions, detentions, time-outs or exclusions and if so, the dates and reasons for this.
- Whether the child has been referred at any time for any specialist assistance or to the school guidance officer and if so, please provide details of the names and addresses of specialist seen and the reason/s for referral.

Academic records:

Insert comments on child's academic performance and if relevant attach documents in support (such as bi-annual reports)

Questions about the child's general scholastic progress should be answered under this heading.

History of attendance:

Insert comments on child's attendance history and if relevant attach extracts of the history. It may be appropriate to comment on parental involvement if there is evidence of truancy.

Questions about the following should be answered under this heading:

- The children's attendance record.
- The day/s and time/s the child attends your school.
- Details of any absences.
- Whether the child has missed any days of school, and if so the number of days and reasons given.
- Whether the child has had any illnesses lately and if so, please provide the details and particulars of whether you or any other teacher has been required to administer any medication.

Parental involvement with school and participation in school activities

Insert comments on history of parental involvement with the school where that involvement is relevant to the child's schooling.

Questions about the dealings you or any other teachers have had with the child's parents and any other adult who may have been involved in their attendance at school should be answered under this category.

Summary

Summarise the content of the report drawing conclusions from the information outlined above. Can consider if relevant to comment on the child's strengths and weaknesses, future prospects and areas to be improved.

Questions about the likely effect any change of school might have on the child can be answered under this category.

Principal

XXXX School

****Request for CV or list of qualifications***

- *Often at the conclusion to a letter requesting a report on a child a request will be made for a copy of your Curriculum Vitae, or alternatively a list detailing your qualifications.*
- *The reason for this request is to help determine whether or not you can be classified as an expert.*
- *Please be aware that you are under no obligation to provide such details.*
- *If you choose to provide these details it can be provided as an attachment to the report.*

DATE

Dear Mr/ Mrs ZZZZ

I refer to your email/ letter / phone call of date concerning the payment of school activity fees for your child, YYYY.

I understand that there is disagreement between you and XXXX in respect of payment for school activities for YYYY. If there is a payment arrangement between you and XXXX that has not been adhered to, it is something for the two of you to sort out between yourselves. It is not the school's role to enforce a payment arrangement between you and XXXX. You should note that the school will also not enter into a part payment or split invoicing arrangement in the circumstances.

The school simply needs the relevant fees to be paid in full for YYYY to be able to participate in the relevant activities. It does not matter to the school who pays the fees. In future the school will send an invoice for each fee based activity to both you and XXXX. It will then be a matter for you and XXXX to sort out the payment arrangements to ensure that the fees are paid in full.

If the fees are not paid in full (for example the school receives only part payment from one of you) then unfortunately YYYY will not be able to participate in the relevant activity.

Yours Sincerely,

Principal

intranet.qed.qld.gov.au

Legal and Administrative Law Branch

8-10 minutes

Information required to be given to parents under legislation

Schools are required by the *Education (General Provisions) Act 2006* (EGPA) and the *Education (General Provisions) Regulation 2006* (EGPR) to give certain information to a student's parents, unless the principal is satisfied it would be inappropriate for a parent to be given the information. Please refer to the [EGPA and EGPR list \(DOC, 22KB\)](#) for relevant sections requiring disclosure.

Example - school reports

The EGPA requires that at least twice a year a school report is given to a parent of a child, unless the principal is satisfied it would be inappropriate for a parent to be given the report.

The EGPA states "it may be inappropriate for a parent of the person to be given the report if the person is living independently of his or her parents". Another example of when it may be inappropriate to give the report to a parent is if it is no longer in the child's best interest, for example in the case someone alleges the child is being abused by the parent.

If the principal determines it would be inappropriate for a parent to be given the report, the report should instead be given to the student.

Other information given to parents in the ordinary course of school management

There are some types of information that are not required by law to be given to parents, but which are given as part of the management of the school, in line with the expectations of parents, students and schools, for example, school newsletters, classroom teacher feedback, behavioural information.

FAQ's

1. A 15 year old student has moved out of her parent's home and is currently living at the home of one of her friends. She has said she does not want her mother or her father to have any of her school information. She does not want the school to communicate with her parents about her absences or school excursions. There are no relevant court orders. What do I do?

Answer:

- Meet with the student and ask the student to explain, in detail, why she does not want her parents to have access to her school information.
- Make an assessment of the student's capacity* to make decisions. (Does she understand the nature of her decision? The consequences? Does she have sufficient maturity to make decisions on her own behalf?)
- If you form the view this is not a temporary situation and the student has capacity* to make

decisions independently, tell the student that you will have to afford her parents natural justice before you can make a decision to deny them access to information about her. This means that you will have to write to the parents telling them that the student has asked for them to be denied access to all information about her schooling and inviting them to respond to you with their views before you make a decision. (Note: please refer to the [template letter to parents \(DOC, 33KB\)](#) .

- Confirm that with the student that she still wants to proceed.
- Once you have completed the [template letter to parents \(DOC, 33KB\)](#) send it to advicerequest.LEGAL@qed.qld.gov.au for advice before you send it out.
- Once it has been sent out, you should wait until the consultation period has ended and then proceed to make a final decision considering any submissions made to you by the affected parent/s.
- If you require legal advice when making your final decision, please contact legal branch by email: advicerequest.LEGAL@qed.qld.gov.au .

2. I have sent the template letter to parents about denying them access to their child's school information and I have received a submission from the student's parents objecting to being denied information about their child. What matters should I consider in making my decision?

Answer:

- Are you satisfied it would be inappropriate for the parents to be denied access to information that would otherwise be required by the EGPA to be given to them? (For example, school reports, parent teacher meetings, notice of detention, suspension, proposed exclusion.)
- Independence is one factor that may lead you to determine that it is no longer appropriate to give schooling information to parents. (Note: this is one example, there may be other reasons you consider it inappropriate to give schooling information to parents).
- To determine if a student is truly "independent" of their parents please consider the following:
 - age and maturity of the student
 - whether the student is living separately from his/her parents
 - the length of time the student been residing separately from their parents
 - reasons the student is residing separately from their parents
 - how is the student supporting themselves (are they receiving government assistance**)?
 - is there another adult acting as the student's parent (for example, is the student living with Grandma, Grandma is paying all the bills, taking care of the student's requirements for food, clothing, transporting the student etc.) or is the student essentially making their own decisions and taking care of themselves?
 - does the student have sufficient maturity and understanding to make decisions on their own behalf?
 - Does the student have sufficient capacity* to make decisions on their own behalf?
- Consider the student's views and the parents' submissions.
- Consider all relevant circumstances, taking into account the best interests of the student.

3. If I have decided to deny a parent access to their child's information, following the process above, who can give consent and pay for the student (e.g. for school excursions and school absences)?

Answer:

If you have determined that the student is "independent" and has capacity* to make decisions on his/her own behalf, then the student can provide consent. Who can pay for school expenses and activities?

- the student themselves
- someone else on the student's behalf
- in the case of financial hardship schools may consider waiving fees or making other special arrangements to assist the student.

4. If the student is "independent" and absent from school, who should provide the school with the reason for the absence?

Answer:

The student. If the student does not provide a reason, the principal must ask the student the reason for the unexplained absence.

***Capacity to consent**

Generally, a person is incapable of giving consent if he or she is incapable by reason of age, injury, disease, senility, illness, disability, physical impairment or mental disorder of -

- understanding the general nature and effect of giving consent
 - communicating the consent or refusal of consent
- despite the provision of reasonable assistance by another person.

In order to determine if a child is able to consent, you must assess the child individually to determine if they have sufficient maturity, understanding and intelligence to enable them to understand fully what is proposed. When assessing a young person's capacity you should communicate with the young person to help him or her to understand the nature and consequences of the consent.

Capacity refers to the ability of a child to make an informed choice about whether or not to agree to a disclosure. This includes the ability to comprehend relevant information, to understand the consequences of a particular choice in relation to that information and to make a choice.

The age of a child, by itself, is not a valid determinant of capacity. It is not possible to identify an age above which all children are competent to make decisions and below which all children are not competent. The child's capacity to make a decision also depends on the particular decision that needs to be made, its complexity and the gravity of the consequences.

****Government assistance**

Please note that while receipt of Commonwealth benefits is indicative of independence, it is not the only evidence capable of being indicative of independence and its absence is not decisive of the question.