MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF QUEENSLAND acting through the Department of Education, Training and Employment

AND

The Corporation of the Roman Catholic Bishops of Queensland (trading as the Queensland Catholic Education Commission)

and

The Association of Independent Schools of Qld Inc.

concerning

Dual Enrolment and Special Education Services

1 January 2013 – 31 December 2016

MEMORANDUM OF AGREEMENT

PARTY DETAILS

A. STATE OF QUEENSLAND represented by the Department of Education, Training and Employment, 30 Mary Street, Brisbane, Queensland ("DETE")

B. THE CORPORATION OF THE ROMAN CATHOLIC BISHOPS OF QUEENSLAND (trading as the Queensland Catholic Education Commission) ABN 57 525 935 419 ("QCEC")

C. THE ASSOCIATION OF INDEPENDENT SCHOOLS OF QLD INC. ABN 88 662 995 577 ("ISQ")

BACKGROUND:

A. The Parties each have a mutual interest in and wish to support or participate in the Activities.

B. The purpose of this Memorandum of Agreement (MOA) is to enable the Parties to establish a voluntary cooperative and/or collaborative effort concerning the Activities for the mutual benefit of each Party, in accordance with the provisions of this MOA.

IT IS AGREED:

1. Definitions and Interpretation

1.1. In this MOA, unless the contrary intention appears, the following terms will have the meanings respectively assigned to them:

"Activities" means the Programs and Services specified in Schedule 1-8.

"Adjustment Information Management System" or "AIMS" means a database managed by DETE to record and manage information around the Education Adjustment Program (EAP).

"Business Day" means any day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

"Commencement Date" means the date so specified in Clause 3.1.

"Compulsory School Age" has the meaning given to it in the EGPA.

"Compulsory Participation Phase" has the meaning given to it in the EGPA.
“DET Region” means a geographic division of Education Queensland, determined from time to time, at DETE’s absolute discretion - (see: http://education.qld.gov.au/schools/maps/).

“Dual Enrolment” means an arrangement permitted under this MOA in respect of a student of a Non-State School who attends both a State School and a Non-State School.

“EAP” or “Education Adjustment Program” means the DETE process for identifying and responding to the educational needs of students with disability in the DETE EAP disability categories of Autism Spectrum Disorder, Hearing Impairment, Intellectual Impairment, Physical Impairment, Speech-Language Impairment and Vision Impairment. The EAP supports schools to identify students (from Prep-Year 12) who meet criteria for the EAP disability categories, and report the associated educational adjustments schools are providing to meet the teaching and learning needs of these students. For the purposes of this MOA, the EAP process for eligible students attending Non-State Schools means the DETE process for identifying the students with disability in the DETE EAP disability categories of Hearing Impairment, Physical Impairment and Vision Impairment.

“ECDP” means an early childhood development program or service for children with disability, or suspected disability, with significant educational support needs established through DETE Region based resources which are hosted at either a primary, secondary or special school and recorded in DETE’s publication titled Directory of Special Education Programs and Services for Queensland State Schools accessed at: http://education.qld.gov.au/student/services/learning/disability/programs.html.

“Education Queensland” or “EQ” means that part of DETE that manages State schooling in Queensland.

“EGPA” means the Education (General Provisions) Act 2006 (Qld).

“MOA” means this document and all Schedules and attachments to this document.

“Non-State School” has the meaning given to it in the EGPA and for the purpose of this MOA only refers to a Queensland Catholic and/or Queensland Independent Non-State School.

“Party” means either party to this MOA and “Parties” means DETE, ISQ and QCEC.

“Personal Information” means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion. This includes, for the avoidance of doubt, information about students.

“Prep” has the meaning given to the term ‘preparatory year’ in the EGPA.

“Prep-Aged Student” has the meaning given in regulation 15 of the Education (General Provisions) Regulations 2006.

“Program” means a Dual Enrolment entered into under Schedule 1, Schedule 2 or Schedule 3 of this MOA.

“QDEC” means the Queensland Disability Education Committee established by DETE, QCEC, and ISQ to promote and maintain a cooperative approach across the education sectors for the provision of educational services to students with disability.

“Service” means a service described in Schedule 4, Schedule 5, Schedule 6, Schedule 7 or Schedule 8 of this MOA.

“Special School” has the meaning given to it in the EGPA.

“Special Education Program” or “SEP” means a program that:

- provides support to students with disability in state primary and secondary schools and assists classroom teachers in the development and delivery of the students' education; and
- is recorded as a program in DETE’s Directory of Special Education Programs and Services for Queensland State Schools.

“State School” has the meaning given to it in the EGPA.

“Term” means the period of this MOA calculated in accordance with clause 3.1.

1.2. A covenant or agreement on the part of two or more persons will be deemed to bind them severally.
1.3. A reference to legislation is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

1.4. Monetary references are references to Australian currency.

1.5. A singular word includes the plural, and vice versa.

1.6. A word which suggests one gender includes all other genders.

1.7. If a word is defined, another part of speech of that word has a corresponding meaning.

1.8. A reference to a clause, Schedule or Annexure is a reference to a clause, Schedule or Annexure in this document and includes any amendment to it made in accordance with this MOA.

1.9. In the case of any inconsistency between any Schedule or Annexure and a clause contained in this MOA, the clause in this MOA will prevail to the extent of any inconsistency.

1.10. If any act is required to be performed on a day that is not a Business Day, the act shall be performed on the first Business Day after that day.

1.11. A reference to a person includes a reference to corporations and other entities recognised by law, and vice versa.

1.12. Clause headings are for convenience only and shall not be taken into consideration in the interpretation or construction of this MOA.

1.13. This MOA shall not be construed against a Party only by virtue of that Party drafting the MOA.
2. **Nature and scope of MOA**

2.1 This MOA is intended to be binding on the Parties.

2.2 This MOA is principally motivated by the need to deliver quality education services to children and students with disability in Queensland. The Parties also acknowledge that effective co-ordination of their resources and efforts offers potential benefits for service users of each sector and the broader community.

2.3 The Parties acknowledge their legislative obligations to respond to the educational needs of students with disability and impairment in their schooling sector. This includes, without limitation, the Disability Standards for Education (2005).

2.4 Certain provisions of the MOA will apply only in 2013 and ISQ and QCEC acknowledge this limitation and agree to take this into account in their business and planning decisions.

2.5 Certain Services under this MOA are only available to Non-State Schools whilst the Services are provided to State Schools and ISQ and QCEC acknowledge this limitation and agree to take this into account in their business and planning decisions.

2.6 QCEC and ISQ acknowledge that this MOA places no ongoing commitment on DETE to provide Programs and Services at the completion of this MOA unless negotiated and agreed to by all Parties.

2.7 The Parties acknowledge the dual enrolment options for Prep-Aged Students and the applicable terms are outlined in Schedule 1.

2.8 The Parties acknowledge the dual enrolment options for students of Compulsory School Age and the applicable terms are outlined in Schedule 2.

2.9 The Parties acknowledge the dual enrolment options for students in Compulsory Participation Phase and the applicable terms are outlined in Schedule 3.

2.10 The Parties acknowledge the advisory visiting teachers (AVT) service and the applicable terms are outlined in Schedule 4.

2.11 The Parties acknowledge the Education Adjustment Program (EAP) service and the applicable terms are outlined in Schedule 5.

2.12 The Parties acknowledge the Regionalised Loan service and the applicable terms are outlined in Schedule 6.

2.13 The Parties acknowledge the Alternative Format Production service and the applicable terms are outlined in Schedule 7.

2.14 The Parties acknowledge the Paediatric Low Vision Clinic (PLVC) service and the applicable terms are outlined in Schedule 8.

3. **Term**

3.1 Notwithstanding the date of execution of this MOA, the Parties agree that this MOA commences on 01 January 2013 and expires on 31 December 2016 unless earlier terminated under its provisions. Where expressly stated, some provisions in the MOA end in 2013 and some provisions only operate as to provide Services to the Non-State Schools whilst the Services are being provided to State Schools.

4. **Review and Reports**

4.1 The Parties will review the operation and outcomes of this MOA at each Queensland Disability Education Committee (QDEC) meeting.

4.2 The Parties agree to commence consultation in March 2016, 9 months prior to the expiry of the MOA, about arrangements, if any, beyond 2016.

4.3 The Parties agree to consult and endeavour to reach an agreement by August 2013 regarding the future of the Services that are outlined in the MOA for 2013 only, including the updating of associated Schedules if required for the commencement of 2014.

4.4 Where a student has a Dual Enrolment under this MOA, all Parties in their best endeavours ensure that, at all times when the Dual Enrolment is in place, the relevant student’s enrolment is correctly noted, recorded and reported at each school as a fractional enrolment.
5. **Role of the DETE**
DETE will use reasonable efforts to fulfil the roles described in Schedules 1-8, having regard to the objectives of the Activities and the purpose of this MOA.

6. **Role of the QCEC and ISQ**
QCEC and ISQ will use reasonable efforts to fulfil the roles described in Schedules 1-8, having regard to the objectives of the Activities and the purpose of this MOA.

7. **Relationship of the Parties**
Nothing in this MOA will be taken to constitute any relationship between the Parties of principal and contractor, principal and agent, partnership, or any joint venture between the Parties.

8. **No Representation**
QCEC and ISQ will endeavour to ensure its personnel do not represent, claim or hold out to any person or entity that DETE has guaranteed the performance of this MOA or the Activities.

9. **Confidentiality**
In all circumstances, the Parties will comply with the appropriate laws of, and any undertakings entered into with respect to confidentiality and information management.

10. **Privacy and Disclosure of Personal Information**

10.1 The Parties acknowledge that:
(a) liaison and consultation between the Parties, with relevant staff and parents, will be essential in delivering the Programs and Services which are subject of this MOA;
(b) that liaison and consultation must occur with respect for the students’ and parents’ Personal Information;
(c) DETE and its staff are subject to laws which govern DETE’s recording, use and disclosure of Personal Information and therefore all information sharing between the Parties for the purposes of this MOA should only occur with the informed consent of parents of students (and, if they have capacity, consent of the students) unless otherwise authorised or required by law.

10.2 ISQ and QCEC must:
(a) comply with all applicable privacy laws;
(b) ensure that when Non-State Schools, QCEC or ISQ transfer, provide or disclose students’ and/or parents’ Personal Information to DETE for the purposes of this MOA that they have the necessary consent of the relevant parents (and, if they have capacity, the students) to do so.

11. **Liaison**

11.1 Subject to all other provisions of this MOA, the nominated representatives of each Party will administer this MOA collaboratively. The Queensland Disability Education Committee (QDEC) will be able to fulfil communication objectives through its role in the promotion and maintenance of a cooperative approach across the education sectors for the provision of educational services to students with disability, and the exploration and development of new effective and efficient approaches relevant to the delivery of educational support services to students with disability across all the Parties’ sectors.

11.2 QDEC meetings will occur four times a year and provide an opportunity to exchange requested information and clarify any emerging difficulties noted by the Parties.

11.3 At each of the QDEC meetings the following data will be provided to QCEC and ISQ as requested whilst AVT and EAP services are provided by EQ officers as outlined in Schedule 4 and 5 respectively but subject to the Parties’ compliance with clause 10 of this MOA and all applicable privacy legislation:
(a) EAP data from AIMS for students with Hearing Impairment, Physical Impairment and/or Vision Impairment covering verification, EAP Profile statistics and non-state school details.
(b) current database of regional contacts who oversee the AVTs for Hearing, Vision and Physical Impairment who provide services to Non-State Schools across each DETE Region.
11.4 The Parties agree to discuss the functions and communication protocols under this MOA and the role of QDEC in sharing these protocols.

12. Resolution of Disputes

12.1 Where a dispute arises under this MOA the Parties agree to the following:

(a) the Party disputing an issue must provide the other Parties with written notice of the nature and details of the dispute;

(b) if the issue is an issue at a local level, the Parties will attempt to solve the particular dispute by participating in an initial negotiation on the matter in dispute at the local level (i.e. school, region, diocese);

(c) if the matter is not resolved at the local level, the matter will be referred to QDEC;

(d) if the matter remains unresolved at QDEC level, the matter will be referred for discussion between the Deputy Director-General (EQ), Executive Director (QCEC) and Executive Director (ISQ) of the respective Parties;

(e) if the matter continues unresolved for 10 Business Days from the discussion under clause 12.1(d), the matter will be referred to the Director-General (DETE) whose decision will be final.

13. Notices

13.1 Any notice, consent or other communication to be given under this MOA must be in writing and may be delivered by hand, pre-paid post, facsimile or e-mail transmission to the other Party at its address set out in Clause 13.2, or such other contact details that the Parties notify in writing to each other from time to time.

13.2 Notice details are:

for DETE:
Assistant Director-General, Education Queensland
Department of Education, Training and Employment
PO Box 15033
City East QLD 4002
Fax: (07) 32370432
Email: margaret.pethiyagoda@dete.qld.gov.au

for QCEC:
Executive Director
Queensland Catholic Education Commission
GPO Box 2441
BRISBANE QLD 4000
Fax: (07) 33369305
Email: director@qcec.catholic.edu.au

for ISQ:
Executive Director
Independent Schools Queensland
PO Box 957
SPRING HILL QLD 4004
Fax: (07) 32281575
Email: office@isq.qld.edu.au

13.3 This clause does not apply to general communications occurring through QDEC.

14. Assignment

QCEC and ISQ acknowledges that it cannot assign, transfer, sub-contract or novate in whole or part or create any interest over or otherwise deal with this MOA.
15. **Variation**

15.1 Subject to clause 15.2, this MOA may be varied at any time by written agreement signed by the Parties. It will be sufficient evidence of any agreement to vary a schedule to the MOA if all Parties agree to execute and date a document purporting to be a substitute schedule.

15.2 Where DETE is required to reduce, vary or cease the Services and/or Programs under this MOA because of:

(a) changes to the Queensland State budget or any guidelines, policies or procedures of the State;

(b) changes to DETE’s budget or any guidelines, policies or procedures of DETE;

(c) changes to the Australian Government budget or any guidelines or policies of the Australian Government that may affect the subject matter of this MOA;

(d) national reforms in the area of educating students with disability and impairment,

DETE must consult with QCEC and ISQ and give at least a minimum of three months written notice.

16. **Termination**

Either Party may at any time terminate this MOA:

(a) by giving 10 Business Days written notice to the other Parties if the other Parties has breached this MOA and failed to rectify the breach (if capable of rectification) within 10 Business Days of written notice of the breach; or

(b) as outlined in Clause 15.2.

17. **Costs**

Each Party will bear its own costs incurred in negotiating and settling the terms of this MOA and in carrying out its respective roles under the MOA.

18. **Right to Information**

If disclosure under the *Right to Information Act 2009* (Qld) (RTI Act), and/or general disclosure of information provided by the ISQ or QCEC in connection with this MOA, would be of substantial concern to the ISQ or QCEC, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be clearly indicated by ISQ or QCEC at the time of disclosing the information to DETE. However, DETE cannot guarantee that any information provided by ISQ or QCEC will be protected from disclosure under the RTI Act.

*Note: The Right to Information Act 2009 (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest. Information relating to this MOA is potentially subject to disclosure to third Parties.*

19. **Entire Agreement**

19.1 This MOA (including the schedules, annexures and any variations made in accordance with the MOA) constitutes the entire agreement between the parties in relation to the subject matter of the MOA.

19.2 ISQ and QCEC acknowledge that in entering this MOA they have not relied on any statement, representation, warranty or condition made by DETE in respect of the subject matter of this MOA, other than what is set out in this MOA.
SIGNING

Signed by the Parties on the dates set out below.

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

By Annette Whitehead
Director General

this 15 day of March 2013

Signed for and on behalf of the Corporation of the Roman Catholic Bishops of Queensland by the person named below who warrants they are duly authorised to sign for and on behalf of the QCEC

by

Michael Byrne
Executive Director

this 8th day of March 2013

Signed for and on behalf of the Association of Independent Schools of QLD INC by the person named below who warrants they are duly authorised to sign for and on behalf of the ISQ

by

David Robertson
Executive Director

this 8th day of March 2013
Schedule 1 Dual Enrolment – Prep-Aged Students

Dual Enrolment Programs available

Prep-Aged Students 2013

The following program is available for **eligible** Prep-Aged Students:

- A dual arrangement whereby:
  - a child enrolls in the Prep Year of a Non-State School; and
  - a child registers for and accesses a State ECDP.

Eligibility

1. To access a State ECDP the child’s identified needs must fall within the eligibility criteria and prioritisation of access process as outlined in EQ’s procedure *Early Childhood Development Programs and Services for Children with Disabilities - Prior to Prep* as determined by DETE in its absolute discretion;

2. For the dual arrangement:
   - the child must meet, and continue to meet, the criteria for eligibility for access to a ECDP;
   - the child’s parents, the State School principal and the principal of the Non-State School must agree, and continue to agree with the dual arrangements (e.g. days of week, educational benefit to the child and duration of program).

A new Dual Enrolment Form must be completed whenever the arrangements detailed on that form change.

Alternative program 2013 where child cannot access State ECDP

Where a Non-State School requests, on behalf of a particular child enrolled in the Prep year at a Non-State School, that DETE permit the child to enrol at a particular State School with an SEP which has an area of specialisation (listed in EQ’s Directory of Special Education Programs and Services for Queensland State Schools accessed at: [http://education.qld.gov.au/studentservices/learning/disability/programs.html](http://education.qld.gov.au/studentservices/learning/disability/programs.html)) and if DETE:

- forms the view that the child cannot access the State ECDP (for example, because of geographic isolation); and
- determines that the SEP offered at the State School is appropriate for the child’s disability; and
- forms the view that it is in the child’s best educational interests

then the student may seek enrolment at the State School.

QCEC and ISQ acknowledge that this option depends on:

- the child being enrolled at a State School by the State School principal (enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment); and
- the student being eligible to access the SEP at the State School in which they are enrolled.

Further, QCEC and ISQ acknowledge that SEP support provided at a State School is ultimately determined by the Principal of the State School.

Eligibility to access an SEP

- the student must be verified under a EQ EAP disability category as outlined in the EQ EAP Handbook or an equivalent Non-State School process (as agreed to by QDEC); or
- the student must be likely to be verified by the State school under a EQ EAP disability category as outlined in the EQ EAP Handbook or an equivalent Non-State School process (as agreed to by QDEC); and
- will be determined in consideration of the educational support requirements of the particular student.
The EQ EAP Handbook is currently available at:

Process Requirements
Each participating school must correctly complete the Dual Enrolment Form as outlined and provided in Annexure A, or any replacement form provided by DETE to QCEC and ISQ from time to time during the Term of the MOA.

The Parties need to ensure that their schools are informed about the current Dual Enrolment Form.

Prep-Aged Students 2014-2016
The following program is available for eligible Prep-Aged Students in 2014, 2015 and 2016:

- dual enrolment in the Prep year in both:
  - a Non-State School; and
  - a State School with a SEP which has an area of specialisation (listed in EQ’s Directory of Special Education Programs and Services for Queensland State Schools accessed at: http://education.qld.gov.au/studentservices/learning/disability/programs.html) appropriate for the particular child’s disability, as determined by DETE.

Eligibility
QCEC and ISQ acknowledge that this option depends on:

- the child being enrolled at a State School by the State School principal (enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment); and
- the student being eligible to access the SEP at the State school in which they are enrolled.

Further, QCEC and ISQ acknowledge that SEP support provided at a State School is ultimately determined by the Principal of the State School.

Eligibility to access an SEP

- the student must be verified under a EQ EAP disability category as outlined in the EQ EAP Handbook or an equivalent Non-State School process (as agreed to by QDEC); or
- the student must be likely to be verified by the State school under a EQ EAP disability category as outlined in the EQ EAP Handbook or an equivalent Non-State School process (as agreed to by QDEC); and
- will be determined in consideration of the educational support requirements of the particular student.

The EQ EAP Handbook is currently available at:

A new Dual Enrolment Form must be completed whenever the arrangements detailed on that form change.

Process Requirements
Each participating school must correctly complete the Dual Enrolment Form as outlined and provided in Annexure A, or any replacement form provided by DETE to QCEC and ISQ from time to time during the Term.

The Parties need to ensure that their schools are informed about the current Dual Enrolment Form.
Schedule 2 Dual Enrolments – Students of Compulsory School Age

Dual Enrolment Program available

The following program is available for eligible students of Compulsory School Age:

- dual enrolment in both:
  - a State Special School; and
  - a Non-State School

Eligibility

General:

Any enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment.

Any enrolment in a State Special School must comply with the EGPA and all DETE procedures and policies on enrolments in State Special Schools.

Eligibility for enrolment in a State Special School is determined by DETE.

A child will only be eligible for a dual enrolment (a component of which is in a State School) if the child is enrolled as a student of the school, by the State School principal.

Any dual enrolments must meet, and continue to meet, the criteria in s182-183 of the EGPA.

State Special School Enrolment Procedure:

- in accordance with section 155 of the EGPA the application for enrolment to the State Special School must be made to the State School’s principal in the approved form;
- an application for enrolment is then referred by the principal to the delegate of the chief executive under section 155 EGPA;
- the delegate must then decide whether the student is eligible for enrolment at the State Special School in accordance with section 166 of the EGPA;
- if the student is eligible for enrolment, the application for enrolment will be referred back to the principal and the principal must enrol the student, unless the EGPA provides otherwise.

Alternative where child cannot access a State Special School:

Where a Non-State School requests, on behalf of a particular Compulsory School Aged child (enrolled at a Non-State School), who meets the eligibility criteria for enrolment at a State Special School, that DETE permit the child to enrol at a particular State School with an SEP which has an area of specialisation (listed in EQ’s Directory of Special Education Programs and Services for Queensland State Schools accessed at: http://education.qld.gov.au/studentservices/learning/disability/programs.html) and if DETE:

- determines that the SEP offered at the State School is appropriate for the child’s disability; and
- considers that the relevant State School has staff with expertise and skills to provide the highly individualised program that the Non-State School is unable to provide; and
- forms the view that the dual enrolment program for Compulsory School Aged children, above, is not practically available for the child (for example, because of geographic isolation)

then the particular student may seek to enrol at the State School to access the support from the SEP.

ISQ and QCEC acknowledge that this option depends on:

- the child being enrolled at the State School by the State School principal (any enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment); and
- the student meeting the eligibility criteria for enrolment into a State Special School;
- the dual enrolment must meet and continue to meet the requirements of s182-183 of the EGPA.
Further, ISQ and QCEC acknowledge that SEP support provided at a State School is ultimately determined by the Principal of the State School and will be determined in consideration of the educational support requirements of the particular student.

**Process Requirements**

Each participating school must correctly complete the Dual Enrolment Form as outlined and provided in Annexure A, or any replacement form provided by DETE to QCEC and ISQ from time to time during the Term.

The Parties need to ensure that their schools are informed about the current Dual Enrolment Form.
Schedule 3 Dual Enrolments – Students in the Compulsory Participation Phase

The Compulsory Participation Phase is described in Chapter 10 of the EGPA.

Dual Enrolment programs available

The following program is available for eligible students in the Compulsory Participation Phase:

- dual enrolment in both:
  - a State Special School; and
  - a Non-State School

Eligibility

General:

Any enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment.

Any enrolment in a State Special School must comply with the EGPA and all DETE procedures and policies on enrolments in State Special Schools.

Eligibility for enrolment in a State Special School is determined by DETE in its absolute discretion.

The student’s part-time participation in the State and Non-State School should be equivalent to full-time participation in one school unless an exception to full-time participation under the EGPA applies.

Enrolment procedure for State Special Schools:

- in accordance with section 155 of the EGPA the application for enrolment to the State special school must be made to the State School’s principal in the approved form;
- an application for enrolment is then referred by the principal to the delegate of the chief executive under section 156 EGPA;
- the delegate must then decide whether the student is eligible for enrolment at the State Special School in accordance with section 166 of the EGPA;
- if the student is eligible for enrolment, the application for enrolment will be referred back to the principal and the principal must enrol the student, unless the EGPA provides otherwise.

Alternative where young person cannot access a State Special School:

Where a Non-State School requests, on behalf of a particular young person in the compulsory participation phase (enrolled at a Non-State School) who meets the eligibility criteria for enrolment at a State Special School, that DETE permit the young person to enrol at a particular State School with an SEP which has an area of specialisation (listed in EQ’s Directory of Special Education Programs and Services for Queensland State Schools accessed at: http://education.qld.gov.au/studentservices/learning/disability/programs.html) and if DETE:

- determines that the SEP offered at the State School is appropriate for the child’s disability; and
- considers that the relevant State School has staff with expertise and skills to provide the highly individualised program, that the Non-State School is unable to provide; and
- forms the view that the dual enrolment program for a young person in the compulsory participation phase, above, is not practically available for the young person (for example, because of geographic isolation);

then the particular young person may seek to enrol at the State School to access support from the SEP.

ISQ and QCEC acknowledge that this depends on,

- the young person being enrolled at the State School by the State School principal (any enrolment in a State School must comply with the EGPA and specifically section 155 of the EGPA and all DETE procedures and policies on enrolment); and
- the student meeting the eligibility criteria for enrolment into a State Special School;
• the student's part-time participation in the State and Non-State School being at least equivalent to full-time participation in one school, unless an exception to full-time participation under the EGPA applies.

Further, ISQ and QCEC acknowledge that SEP support provided at a State School is ultimately determined by the Principal of the State School and will be determined in consideration of the educational support requirements of the particular student.
Schedule 4 Advisory Visiting Teacher

General Description

Advisory Visiting Teachers (AVTs) are EQ teachers with specialist knowledge and skills, who support the educational programs of students with disability whose specialist educational support needs, have been verified (or progressing through) EQ’s EAP and identified as requiring significant educational adjustments. The main role of the AVT is to support school staff in enabling students with disability to maximise their access, participation and achievement in the curriculum.

AVT services are resources based within the DETE Regions. DETE Regions establish processes for the allocation of AVT services that ensure the equitable distribution of access to these services. This will include processes for prioritising services, service arrangements and management principles.

Service Availability

This service is available in 2013 only as outlined in this schedule.

This service is available to Non-State Schools only to students whose educational needs have been verified (or progressing through) EQ’s EAP in EQ’s EAP disability categories of Hearing Impairment (HI), Physical Impairment (PI), and/or Vision Impairment (VI).

For Queensland Catholic schools, the service provided by DETE will be the time equivalent to 7.3 full-time equivalent (FTE) AVTs to provide support for identified students for whom QCEC has no capacity in the short term to support and/or provide support to Queensland Catholic school staff to enable students with disability to maximise their access, participation and achievement in the curriculum.

For Queensland independent schools, the service provided by DETE will be the time equivalent to 4.8 full-time equivalent (FTE) AVTs to provide support for identified students for whom ISQ has no capacity in the short term to support and/or provide support to Queensland independent school staff to enable students with disability to maximise their access, participation and achievement in the curriculum.

For the purpose of this schedule one FTE is considered as: 25 hours per week of a teacher, during State School terms in 2013.

AVT services for students with vision impairment, hearing impairment and/or physical impairment are provided to Non-State Schools upon request, for identified students requiring direct essential services from EQ AVTs. AVT service is provided on the basis of verification (or progression through the process) of a student’s specialist education needs arising from the impairment.

The day-to-day workings of the AVT service e.g. rostering, allocation of particular AVTs etc will be determined by DETE based on regional processes in consultation with the Non-State School. The Non-State Schools must follow these process requirements.

The following factors are taken into account when prioritising the actual support provided to individual students with disability:

- Education Adjustment Program (EAP) profiled level of specialist educational support required as a result of the disability;
- requests from non-state school;
- geographical location of the student;
- current caseload.

Procedures

Education Queensland

Each DETE region is responsible for establishing processes for the allocation of AVT services that ensure the equitable distribution of and access to these services. This includes processes for prioritising services, service arrangements, and management principles.

DETE Regions are responsible for establishing procedures for the management, professional supervision, and secondment of AVTs and communicating these arrangements to schools in their region.
These services are also provided to Non-State Schools for teachers seeking support for students with special educational needs verified in one or more of the EAP disability categories of Hearing Impairment, Vision Impairment, or Physical Impairment categories. The model of service provision available to Non-State Schools will be consistent with that available to the State Schools in the relevant region.

Each DETE Region will be responsible for ensuring the regional allocated AVT FTE to Non-State Schools is provided to the students identified by QCEC and ISQ or referred to by non-state schools, as requiring essential direct services by EQ AVTs during 2013, through either their regional monitoring/tracking processes or if DETE Regions choose, a centrally developed process which must capture the level of data as agreed to through QDEC.

Non-State Schools

ISQ and QCEC are to provide EQ with a list of students whom the sectors have identified as requiring educational adjustments but for whom the sectors have no capacity to provide support in the short term.

ISQ and QCEC are responsible for communicating these operating principles and procedures for accessing AVT services from DETE.
Schedule 5 Education Adjustment Program (EAP)

General Description

The EAP is a process used by EQ to identify, record and respond to the educational needs of students with disability who have significant educational support needs.

The EAP processes for students with a hearing, physical and/or vision impairment enrolled in a Non-State School include verification and profile submission. These processes are collaboratively managed by EQ with the relevant Non-State Schools.

Service Availability

This service is available in 2013 only as outlined in this schedule.

Specifically EQ provides the following specialist support with EAP processes to Non-State Schools in respect of students with hearing, physical and/or vision impairment:

- confirming that a diagnosis or specialist assessment and the associated activity limitation and participation restriction meet the departmental criteria for hearing, physical and/or vision impairment as recognised and defined by DETE
- evaluating the evidence according to departmental criteria for disability- hearing, physical and/or vision impairment
- submitting profile data to Adjustment Information Management System (AIMS) database
- ensuring that the data obtained through the EAP process for students with a hearing, physical and/or vision impairment is valid and reliable.

Under this MOA, DETE commits to provide this support to the Non-State Schools in 2013 only as outlined in the schedule. The Parties agree to consult within 2013 with the view to build the Non-State Schools’ capacities to complete their own EAP verification processes in the categories of hearing, vision and/or physical impairment beyond 2013.

EQ’s assessment through the EAP process does not constitute any medical form of assessment.

QCEC and ISQ acknowledge that the Non-State Schools retains responsibility at all time for compliance with all legislative obligations in relation to students with disability and/or impairment/s enrolled in Non-State Schools.
Schedule 6 Regionalised Loan Service

General Description

Each DETE Region administers a students’ with disability loans service in their region. This facility comprises a collection of specialised equipment for use by students with disability.

Service Availability

This service is available in 2013 only as outlined in the schedule.

This service is available to students enrolled in a Non-State School supported by an EQ Advisory Visiting Teacher in Hearing Impairment, Physical Impairment or Vision Impairment.

The student must have had their educational support needs verified in one of EQ’s EAP categories of hearing, physical or vision impairment and have an EAP profile approved in the DETE’s Adjustment Information Management System (AIMS) database for 2013.

Where equipment is loaned to a Non-State School, a relevant DETE employee (i.e. EQ Advisory Visiting Teacher) completes the loan application form however, the responsibility for the equipment lies with the principal of the borrowing school. Borrowers must agree to be bound by the terms and conditions of borrowing and use.

The loans facility service is available to Non-State Schools in 2013 only. Access to the loans service will be on the same terms and conditions of borrowing and use as applicable from time to time to State Schools in the particular DETE Region.
Schedule 7 Alternative Format Production

General Description
The alternative format resource collection is a loan collection managed through Education Queensland’s Metropolitan Region for students with vision impairment who require, as an education adjustment, their curriculum materials to be in formats other than standard print. Braille, audio and large print resources are held in this collection. Alternative format resources are produced upon request for individual students with vision impairment. They are primarily alternative formatting of school text books.

The resource collection includes:
- textbooks and recreational reading in Braille
- textbooks and recreational reading on audio (CD, MP3 and DAISY)
- recreational reading in large print
- twin vision books (Braille and print)
- tactile story books
- tactile kits.

Service Availability
This service is available to students enrolled in a Non-State School supported by a Vision Impairment Specialist Teacher*. The student must have had their educational support needs verified in EQ’s Education Adjustment Program (EAP) category of vision impairment and have an approved EAP profile for 2013 and after 2013, a Non-State School equivalent process accepted by QDEC as sufficient for access to this service.

The applicable request form must be completed by the relevant Non-State School. The Non-State School must accept the terms and conditions (if any) outlined on the appropriate form as for State Schools.

The alternative format production and resources service is available to the Non-State Schools for as long as the service is available to the State School sector. For the avoidance of doubt, where DETE discontinues these services to the State School sector, these services will also be discontinued to the Non-State Schools.

* Vision Impairment Specialist Teacher: For 2013, this means an EQ AVT-VI; from 2014 onwards for the life of the MOA, this means a Non-State School equivalent.
Schedule 8 Paediatric Low Vision Clinic

General Description

The Paediatric Low Vision Clinic (PLVC) provides a range of specialised vision assessments, support and information to assist students with vision impairment, their families and specialist support staff.

The PLVC is based at Buranda and provides outreach services to major centres throughout the State. Referral to the outreach services is made through the vision impairment specialist teacher in consultation with school staff, parents and the student (if relevant), specialist teachers or relevant regional staff. Medical practitioners can also make referrals to the Paediatric Low Vision Clinic directly.

Service Availability

This service is available to students enrolled in a Non-State School who have had their educational support needs verified in the EQ’s Education Adjustment Program (EAP) category of vision impairment and have an EAP profile approved in DETE’s Adjustment Information Management System (AIMS) database for 2013 and after 2013, a Non-State School equivalent process accepted by DETE as sufficient for access to this service.

Any applicable request form must be completed by the relevant Non-State School. The Non-State School must accept the terms and conditions (if any) outlined on the appropriate form as for State Schools.

This service is available to the Non-State Schools for as long as the service is available to the State School sector and will be on the same terms and conditions as for State Schools. For the avoidance of doubt, where DETE discontinues these services to the State School sector, these services will also be discontinued to the Non-State Schools.
Annexure A Dual Enrolment of Students with Disability in State and Non-State Schools

Enrolment in a State School must comply with section 155 of the Education (General Provisions) Act 2006 (EGPA). For State special schools, the chief executive’s delegate under section 166 EGPA, Principal Advisor, Education Services (PAES) or Principal Advisor, Regional Services or Director, Regional Services, will decide whether or not the student is eligible for enrolment. Due to EGPA requirements, a student will only be eligible for a dual enrolment in a State school once the child is enrolled as a student of the school, by the State school’s principal. A student is considered enrolled as a student of a State school when an application for student enrolment is completed and approved. This form is to be signed after enrolment is completed and approved but consultation can occur throughout the enrolment process. Written assessment can be attached or outlined on the form. If attaching, please indicate in relevant field.

<table>
<thead>
<tr>
<th>Part A</th>
<th>To be completed by Non-State School Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student details</td>
<td></td>
</tr>
<tr>
<td>Student Name:</td>
<td>Date of Birth:</td>
</tr>
<tr>
<td>Year Level:</td>
<td></td>
</tr>
<tr>
<td>Non-State School Information</td>
<td></td>
</tr>
<tr>
<td>Principal Name:</td>
<td></td>
</tr>
<tr>
<td>School:</td>
<td></td>
</tr>
<tr>
<td>Outline the student educational and other needs:</td>
<td></td>
</tr>
</tbody>
</table>

| Outline the learning outcomes the dual enrolment is intended to achieve at the: |  |
| Non-State School: | State School: |

<table>
<thead>
<tr>
<th>Part B</th>
<th>To be completed by non-state school staff in consultation with state school staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>State School Information</td>
<td></td>
</tr>
<tr>
<td>Principal Name:</td>
<td></td>
</tr>
<tr>
<td>School:</td>
<td></td>
</tr>
<tr>
<td>Program:</td>
<td>☐ Early Childhood Development Program (ECDP); ☐ Special School; ☐ Special Education Program (as ECDP or special school not practical)</td>
</tr>
</tbody>
</table>

| Outline the suitability of each school for the dual enrolment: |  |
| Non-State School | State School |
Part C
To be completed by non-state school staff in consultation with state school staff

<table>
<thead>
<tr>
<th>Length of Dual Enrolment Arrangement:</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consider an appropriate length of time for the arrangements and when the arrangements will need re-evaluating, for example, each Term/Semester.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The dual enrolment arrangement is as follows:

<table>
<thead>
<tr>
<th></th>
<th>State School Provider</th>
<th>FTE</th>
<th>Non-State School Provider</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total should be 1.0 FTE unless inappropriate (0.2 = 1 day / 0.1 = ½ day).
The student's enrolment must be correctly noted, recorded and reported as the fraction indicated on this form at each school as a fractional, and not a full enrolment.

How, and by whom, the student enrolment, attendance and progress is to be monitored:

Non-State School | State School

How, and by whom, each school involvement in the arrangements is to be monitored and its effectiveness evaluated:

Non-State School | State School

Principals: please tick the boxes below to indicate the criteria has been met and attach all relevant documentation.

☐ State school
☐ Non-state school

A teacher has prepared written assessments (outlined above and/or a full copy attached) of each of the following:
- the student's educational and other needs; and
- the learning outcomes that the dual enrolment is intended to achieve; and
- the suitability of each school for the dual enrolment.

☐ State school
☐ Non-state school

The principal has considered each of the following (outlined above and/or attached):
- the written assessments prepared by the teacher; and
- how, and by whom, the student's enrolment, attendance and progress is to be monitored; and
- how, and by whom, each school's involvement in the arrangements is to be monitored and its effectiveness evaluated.

☐ State school
☐ Non-state school

The principal is satisfied the arrangements are appropriate, having regard to:
- the student's individual needs and circumstances; and
- what is most likely to achieve the best learning outcomes for the student; and
- the desirability of the arrangement amounting to full-time participation unless that would be inappropriate.
### Student State School Identification Numbers

<table>
<thead>
<tr>
<th>EQ ID:</th>
<th>AIMS ID:</th>
</tr>
</thead>
</table>

### Privacy Statement

"The Department of Education, Training and Employment (DETE) is collecting the information in this form in order to assess your/your child’s suitability for a dual enrolment between a State and non-State school, pursuant to sections 182-183 of the Education (General Provisions) Act 2006, and to record details of the arrangements. The information on this form will be used in the State school and, where necessary, by other department staff (for example, staff in the regional office) for record keeping and to facilitate and monitor the arrangement. This form will be given to a delegate of the chief executive of DETE under section 166 of the Education (General Provisions) Act 2006 where enrolment at a State special school is proposed. Information on this form will also be given to the relevant non-State school nominated on the form and the State and non-State school will exchange information in accordance with your consent provided below. Your/your child’s personal information recorded in this form will not otherwise be disclosed by DETE unless we have your permission or we are authorised or required by law."

### Consent

#### Parent

Parents, in providing your consent to this arrangement you consent to the State and Non-State schools sharing information about you and your child, wherever necessary, to assess your child’s suitability for this arrangement, to facilitate this arrangement and monitor the student’s attendance, behaviour and educational progress and to monitor the effectiveness of this arrangement.

- [ ] I agree to participate in the dual enrolment as outlined in this form.

**Parent signature**

**Date:**

#### Principal, State School

Principals, you must not approve the arrangements unless you have discussed the arrangements with the student (to the extent appropriate in the circumstances) and a parent of the student has given consent.

- [ ] I approve the dual enrolment
- [ ] I do not approve the dual enrolment

**State School Principal signature**

**Date:**

#### Student

**Student signature where appropriate:**

- [ ] I agree to participate in the dual enrolment as outlined in this form

**Student signature**

**Date:**

#### Principal, Non-State School

Principals, you must not approve the arrangements unless you have discussed the arrangements with the student (to the extent appropriate in the circumstances) and a parent of the student has given consent.

- [ ] I approve the dual enrolment
- [ ] I do not approve the dual enrolment

I declare that I am an “authorised entity” as defined in section 182(6)(b) of the EGPA.

**Non-State School Principal signature**

**Date:**

---

**For special school dual enrolment only:**

*Principal Advisor, Education Services (PAES) or Principal Advisor, Regional Services or Director, Regional Services as delegate of the chief executive under s166 of the EGPA is satisfied that the student is eligible for enrolment at the state special school:*

- [ ] Yes
- [ ] No