1. TITLE

This Agreement shall be referred to as the Department of Education Teacher Transfer Industrial Agreement 2011.

2. APPLICATION

This Agreement is between the Minister Administering the State Service Act 2000 and the Australian Education Union Tasmanian Branch and is to apply to all persons employed under the State Service Act 2000 in classifications contained in the Teaching Service [Tasmanian Public Sector] Award.

3. TYPE OF AGREEMENT

This Agreement is an agreement pursuant to Part IV of the Industrial Relations Act 1984 [Tas].

4. DATE & EFFECT OF DURATION

This Agreement will take effect from 1 July 2011 and will continue in effect until 30 June 2012.

5. ARRANGEMENT

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6. AUTHORITY

6.1 This Agreement does not diminish the statutory power of the Head of Agency as provided for in Section 34(1) (e) of the State Service Act 2000 - "To assign duties to each employee within that Agency and to vary those duties".

6.2 The Head of Agency will delegate the powers to assign duties to teachers and to vary those duties to Nominated Senior Officers.

7. PRIMARY GOALS

7.1 The primary goals of this Agreement are to:

7.1.1 Provide a fair, transparent and equitable process for managing the transfer of teachers between schools and colleges; and

7.1.2 Ensure that all students are educated by high performing teachers of comparable skills and experience and all school and college communities have access to appropriately skilled teachers.

7.1.3 To deliver Student at the Centre and School Improvement Plan targets.

8. DEFINITIONS

For the purpose of this Agreement:

8.1 "An appointment" commences upon the assignment of duties to a teacher or a teacher in a promoted position at a new school/college and concludes upon a transfer from that school/college. In determining the length of an appointment, periods of secondment and unpaid leave are excluded.

8.2 "Act" means the State Service Act 2000.

8.3 "The award" means the Teaching Service (Tasmanian Public Sector) Award.

8.4 "Department" means the Department of Education, Tasmania.

8.5 "Eligible service" for non-promoted teachers is the earning of at least 36 points in the current school/college or continuous/contiguous assignments within Level B, C, D schools/colleges as listed in Appendix 1 of this policy. Eligibility of any prior fixed-term service and / or any Permanent Replacement Teacher Service or Flexible Teaching Pool Service will be contained in the Department of Education – Assignment of Teacher Duties Policy.

Points are earned on the following basis:

- 4 points per term in a Level D school/college;
- 3 points per term in Level B and C schools/colleges; and
- 2 points per term in a Level A school/college.

For promoted teachers, excluding Principals, eligible service is the completion of six years service in their current school or college.

8.6 "Eligible service priority list" is a list of teachers or teachers in promoted positions other than a principal, with eligible service in a school/college who are requesting a transfer. The relative priority of:

- unpromoted teachers is based on the number of points they have earned in their current school/college; and
- promoted teachers is the length of time in their current school/college.
8.7 "Exceptional circumstances" are conditions of a critical nature affecting the placement of a teacher and could include a serious medical condition of the teacher or immediate family member and disabilities of the teacher or immediate family member.

8.8 "Geographical location" means a nominated centre and its environs and includes all locations within a 65 kilometre radius of this centre. A teacher who has completed a period of eligible service in Level B, C or D schools/colleges, who is seeking a new appointment is guaranteed a placement within his/her nominated geographical location, NOT necessarily to a specified school/college of choice within that geographical location.

8.9 "Nominated Senior Officer" means a person who has been given delegated responsibility by the Head of Agency to administer this Agreement at Learning Services level.

8.10 "Required Transfer Category" means those teachers or teachers in a promoted position, other than a Principal, who have completed their appointment in a school/college of any level.

8.11 "School or college" means schools and colleges categorised as Levels "A", "B", "C" or "D" and listed in Appendix 1 and Learning Services where teachers employed under the Award are located. Level "B" schools/colleges are those with an Educational Needs Index (ENI) of 68 or greater or are special education facilities. Level "C" schools/colleges are those with an agreed difficulty in commuting from an urban centre. Level "D" schools/colleges are isolated schools as defined in Schedule One of the Teaching Service (Tasmanian Public Sector) Salaries and Conditions of Employment Agreement 2008: "Incentive Payments for Employees in Designated School". Level "A" schools/colleges are all other schools/colleges/DoE workplaces.

8.12 "Secretary" means the Head of the Department of Education.

8.13 "Skill Area" means the broad subject areas (eg Art or Science) or grade levels a teacher is qualified for and / or experienced in teaching.

8.14 "Teacher" is a person employed under the State Service Act 2000 to undertake the duties of a teacher (base-grade) within the Department of Education and have a substantive classification at Band 1 as contained in the Award.

Note: "Teachers in promoted positions" are those teachers who have a substantive classification at Band 2 or Band 3 as contained in the Award.

8.15 "Union" means the Australian Education Union, Tasmanian Branch.

9. KEY PRINCIPLES

9.1 These key principles should be read in conjunction with Clause 7 - Primary Goals:
9.1.1 It is expected that all teachers will undertake eligible service during their career in either a Level B or C or D school/college.
9.1.2 Changes in system or school or college needs and the requested transfers of teachers who have completed eligible service are the prime initiators of required transfers.
9.1.3 All teachers to be considered for transfer under this Agreement will be given the opportunity to provide information that is material to the decisions regarding the location of their next assignment.
9.1.4 Staffing of schools/colleges is a management function administered through Learning Services in conjunction with Principals. The delegate of
the Secretary is responsible for system-wide co-ordination to ensure this Agreement is consistently implemented across the State.

9.1.5 Poor performance or low skill proficiency should not be used as reasons to transfer teachers. Such situations will be addressed through appropriate performance management measures such as counselling, professional development, and/or inability procedures.

9.1.6 This Agreement will not be used by the employer to transfer teachers under a formal inability process or when disciplinary action is in progress.

9.1.7 In effecting transfers the Department will balance the need to provide staffing stability in schools/colleges with the personal and professional needs of teachers and school/college renewal.

9.1.8 Teachers who have completed eligible service in Level C or D schools/colleges will not be required to undertake a further appointment in a Level C or D school/college during their career. This does not preclude a required transfer within a Level C or D geographical location at the completion of an assignment when the employee wishes to continue to reside in that geographical location.

9.1.9 Wherever possible, teachers who complete eligible service in a Level B school/college will not be required to undertake a further appointment in a Level B school/college provided that by agreement between the teacher and Learning Services a teacher may undertake further eligible service in a level B school/college.

9.1.10 Wherever possible, positions that are vacant will be filled by requested transfers.

9.1.11 The principle of 'natural justice' will underpin all aspects of the implementation of this Agreement.

10. TRANSFER TYPES - Employee initiated

Transfers in schools/colleges are to be effected according to the following priorities by the transfer of teachers who have:

2. Completed eligible service in a Level A school/college.
3. Acknowledged compassionate grounds.
4. Requested transfers.

10.1 Eligible Service Transfers

10.1.1 Eligible service is the earning of at least 36 points in the current school or college or continuous assignments within Level B, C, or D schools/colleges as listed in Appendix 1 of this policy.

10.1.2 A teacher who has completed eligible service in a Level A school/college is guaranteed an offer of a transfer within their current geographical location upon request. A teacher who has completed eligible service in a Level B, C or D school/college is guaranteed a requested transfer to the geographical location of his/her choice, subject to there being:

10.1.2.1 A vacancy; or a

10.1.2.2 vacancy in their skill area that can be created by the required transfer of a teacher who has completed eligible service in a school or college.
10.1.3 Where a teacher is to be assigned to a Level B, C, or D school/college at a time other than the beginning of the school year the employer, through Learning Services and the school/college Principal, is responsible for informing them that a completed assignment will entail more than the three or four year assignment period so as to enable a completed school/college year prior to an eligible transfer.

10.1.4 Teachers who have completed eligible service will improve the likelihood of receiving an appointment in a school or college of their choice by accumulating more than the minimum number of points. The more points a person accumulates the higher will be the teacher’s priority to a transfer to a school or college of choice. However, there is no guarantee of a transfer to a school or college of the teacher’s preference.

10.2 Compassionate Transfers

10.2.1 A teacher is able to request a compassionate transfer at any time for exceptional circumstances.

10.2.2 Such applications will be considered immediately on receipt and will remain active during the school/college year of the request. Should a transfer not be possible and such circumstances remain in the next school/college year, it is necessary for the teacher to reapply for a compassionate transfer.

10.2.3 A teacher must provide documented evidence of any medical condition or disability that may form a basis of a compassionate transfer request.

10.2.4 A teacher is able to apply for a compassionate transfer because of the need to move residence to a new geographical location due to the work-related relocation of his or her partner, where there is a demonstrated long-term relationship, OR for urgent family reasons. While every effort will be made to facilitate such a transfer, it cannot be guaranteed.

10.2.5 The granting of a compassionate transfer does not preclude a future transfer in accordance with the provisions of this Agreement. A required transfer may be effected when the compassionate circumstances no longer exist or the exceptional circumstances can be addressed despite the required transfer.

10.2.6 Postponement of a required transfer to a particular location does not preclude a required transfer to another location.

10.3 Requested transfers

10.3.1 Teachers must complete a minimum of three years in a school or college before a requested transfer may be made, except for a request for a compassionate transfer under 10.2. However, there can be no guarantee of a transfer as, in all instances, transfers are dependent on the availability of positions and this will vary from year to year.

10.3.2 The school or college employment history of teachers will be used as the basis for assessment relative to the skill requirement of existing or created vacancies and the relative priority of requests for transfer. Priority will be dependent on the number of points a teacher has earned in their current school/college relative to other teachers.
11. REQUIRED TRANSFERS – Employer initiated

11.1 Any teacher, irrespective of the number of points earned, may be required to transfer to meet the staffing needs of their school or college or other schools or colleges throughout the State due to changing school/college enrolment or changed skill requirements.

11.2 Any teacher who has earned 36 points in a Level A school or college may be required to transfer to either:
11.2.1 Create a vacancy for a teacher with eligible service who has requested a transfer; or
11.2.2 To meet the staffing needs of their current school or college or other schools or colleges throughout the State.

11.3 To create a vacancy for a compassionate transfer.

11.4 Teachers who are subject to a required transfer will not be transferred without their consent to a location that is more than 65 kilometres from their place of residence.

11.5 A teacher may seek a postponement of a required transfer. A teacher seeking such a postponement must provide:
11.5.1 Documented reasons for the request and, in negotiation with the Nominated Senior Officer;
11.5.2 a date in the future when the postponed required assignment will be reviewed.

12. TEACHERS IN PROMOTED POSITIONS

12.1 Requested Transfers
12.1.1 Any teacher in a promoted position, including a Principal, may seek a requested transfer. However, if the teacher concerned has not completed six years in their current school/college, a transfer cannot be guaranteed.

12.1.2 A teacher in a promoted position (excluding a Principal) who has completed six years service in a Level A school or college is entitled to request a transfer to a school/college into a suitable vacant position within his/her current geographical location. A teacher in a promoted position (excluding a Principal) who has completed six years service in a Level B, C or D school/college is entitled to request a transfer to another school or college into a suitable vacant position in the geographical location of his/her choice.

12.1.3 If a suitable position is not immediately available, the teacher (excluding a Principal) will be given priority for transfer into the first suitable available position.

12.1.4 In accordance with the provisions of 10.2, a teacher in a promoted position is able to request a compassionate transfer at any time for exceptional personal circumstances.

12.2 Required Transfers
12.2.1 A teacher in a promoted position (excluding a Principal) who has completed six years employment in a Level A school or college will only
have to accept a required transfer to another school or college if any of
the following occur:
12.2.1.1 The number and/or level of promoted positions within a school
or college is over approved establishment;
12.2.1.2 there are significant changes in school or college needs;
12.2.1.3 there are changes to Government policy; or
12.2.1.4 closure or amalgamation of a school or college.

13. ANNUAL PROCESS

13.1 Subject to Clause 15, each year all teachers will be invited to seek a requested
transfer to another school or college through their Learning Services.
13.2 Teachers completing eligible service who have requested a transfer will be
required to nominate their preference of geographical location.
13.3 Each Learning Service will collate the eligible service priority list for that Learning
Service, showing all teachers with eligible service who are requesting a transfer into or within that Learning Service.
13.4 Teachers will automatically be included in the Required Transfer Category after the
completion of six years in a school or college designated at Level A.
13.5 The Department will send a circular memorandum to all schools/colleges during
Term 1 reminding teaching staff of the Transfer Agreement and its provisions
and highlighting the Annual Process.
13.6 Teachers who:
13.6.1 Have earned 36 points in a Level A school or college; and
13.6.2 Whose skills and geographic location match the skills of teachers
completing eligible service in a Level B, C or D school/college who are
requesting a transfer will be consulted to verify their employment history
and length of appointment before being considered for a required
transfer.

13.7 This consultation will be conducted with the teacher by the Principal and/or the
Nominated Senior Officer and will include verification of the teacher’s priority for a
required transfer; and documentation of the teacher’s preferred outcome if
such a transfer is required.

Notes will be made outlining the consultations and shall be signed by all parties
present.
13.8 The Department will effect requested transfers for teachers in line with
Agreement provisions.
13.9 At the end of this process, the teacher will be informed of the timing and the
location of their new appointment.
13.10 The Nominated Senior Officer will facilitate school or college visits for teachers
from the Eligible Service Priority List and the Required Transfer Category who
are transferring to a new school or college.

13.11 The Department will implement a system of advanced notification to teachers
regarding eligibility for transfer.
14. TRANSFER APPEALS

14.1 If a teacher believes a required transfer or a refusal to grant a transfer is not in accordance with the provisions of this Agreement, a request for reassessment documenting reasons can be made to the Secretary within fourteen days of the teacher receiving written notification of the transfer.

14.2 The Secretary will require a reassessment of the action from his/her delegate. This reassessment must be made and a recommendation forwarded to the Secretary within seven days of receiving the teacher's request for reassessment.

14.3 In order to facilitate this reassessment, the Secretary's delegate will contact the appropriate Learning Services to establish a Learning Services contact officer for the transfer.

14.4 The Learning Services contact officer is responsible for providing information to the Secretary as required throughout the reassessment/appeals processes.

14.5 The Secretary will inform the teacher in writing of the outcome of the reassessment within seven days of receipt of the recommendation.

14.6 If the teacher disagrees with the Secretary's decision, s/he may appeal to the Transfer Appeal Panel.

14.7 The following procedures will be observed if a dispute arises out of the operation of this agreement:

14.7.1 A teacher must lodge an appeal against a proposed transfer or against the application of processes established under this agreement with the Transfer Appeal Panel within seven days of receiving the Secretary's written decision to transfer the teacher.

14.7.2 This must be a written statement clearly documenting appeal grounds.

14.7.3 HRMB will notify the appropriate Learning Service contact officer of the Appeal and the requirement for them to be available for the Transfer Appeal Panel.

14.7.4 The Transfer Appeal Panel must provide at least 48 hours' notice to HRMB and the Learning Service contact officer should they be required to attend or provide extra information to the Panel.

14.8 Each appeal will be acknowledged in writing within seven days of receipt informing the teacher of the procedure to be followed.

14.9 The Transfer Appeal Panel will inform the teacher in writing within a further seven days of the outcomes of the appeal, and will include the reason for the decision.

14.10 This decision is final and will be acted on by the Department with no further disputation by any of the parties to this Agreement.

14.11 The Transfer Appeal Panel will consist of a member nominated by the Department, a member nominated by the Union and an independent chairperson appointed by the Minister for Education on the joint recommendation of the Department and the Union.

Panel members will participate in a training program conducted jointly by the parties in order to ensure that all panel members are aware of the agreed
changes to teacher transfers which are included in the new Agreement and of the principles of natural justice.

Unless otherwise agreed by the parties a Panel member shall be appointed for a maximum of 2 years.

At the end of the 2011/2012 transfer appeal process the parties will jointly examine the role, function and effectiveness of the Transfer Appeal Panel.

Any changes to the transfer appeal process and / or Panel as described in this Agreement requires the agreement of the parties.

15. ELIGIBLE PRIOR FIXED TERM, PERMANENT REPLACEMENT, OR FLEXIBLE TEACHING POOL SERVICE

The Department of Education – Assignment of Teacher Duties Policy provides direction as to the eligibility of any prior service as a Fixed Term Teacher, and / or a Permanent Replacement Teacher or Flexible Teaching Pool Teacher to count towards point’s accumulation for an Eligible Service Transfer under 6.1 of this Agreement.

The applicable clauses from the policy are:

An employee may be required to complete up to 6 school/college years employment at a Level B school/college, inclusive of fixed term and flexible teaching pool employment.

An employee who has completed a total of 4 school/college years employment at a Level C school/college, inclusive of fixed term employment and flexible teaching pool duties, will not be offered a substantive vacancy in a Level C school/college unless mutually agreed.

An employee who has completed a total of 3 school/college years employment at a Level D school/college, inclusive of fixed term employment and flexible teaching pool duties, will not be offered a substantive vacancy in a Level D school/college unless mutually agreed.

16. TRANSITION PROVISIONS

16.1 During the life of this Agreement, it is anticipated that there will be amalgamations of some schools/colleges listed in Appendix 1. When an amalgamation occurs, the level of the new school/college for the purposes of eligible service will be the subject of review by the parties to this Agreement.

16.2 Further, it is acknowledged by the parties that the classification level of some schools/colleges in previous Transfer Policies has changed. The parties agree that the accumulation of points for eligible transfer, will be based on the level of the school/college at the time the service was undertaken and that ‘No Disadvantage’ will apply to teachers assigned to Level B schools/colleges which are reclassified as Level A.
16.3. For schools/colleges with previous Level A classification which have been reclassified to Level C locations the parties agree that a transitional period of up to 3 years on implementation of specifics may be necessary to provide for some continuity in teaching staffing. During any such period eligible transfer requests should be accommodated as expediently as possible and on a longest assignment length basis as priority.
17. SIGNATURES

Signed for and on behalf of the Minister administering the State Service Act 2000.

[Signature]

Position

Witness

31/01/11

Date

Signed for and on behalf of the Australian Education Union, Tasmanian Branch.

[Signature]

Position

Witness

23/01/11

Date

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984
LEVEL A
Albuera Street Primary School
Austins Ferry Primary School (Pre 2011 - Abbotsfield PS, Roseneath PS)
Bagdad Primary School
Beaconsfield Primary School
Bellerive Primary School
Blackmans Bay Primary School
Boat Harbour Primary School
Bracknell Primary School
Brighton Primary School
Burnie High School
Burnie Primary School
Cambridge Primary School
Campania District High School
Campbell Street Primary School
Claremont College
Clarence High School
Collinsvale Primary School
Cooee Primary School
Cressy District High School
Deloraine High School
Deloraine Primary School
Devonport High School
Devonport Primary School
District Support Services
Dodges Ferry Primary School
East Launceston Primary School
East Ulverstone Primary School
Elizabeth College
Evandale Primary School
Exeter High School
Exeter Primary School
Fairview Primary School
Forth Primary School
Franklin Primary School
Glen Dhu Primary School
Glen Huon Primary School
Goulburn Street Primary School
Hagley Primary School
Havenview Primary School
Hellyer College
Hillcrest Primary School
Hobart College
Howrah Primary School
Huonville High School
Huonville Primary School
Illawarra Primary School
Kempton Primary School
Kings Meadows High School
Kingston High School
Kingston Primary School
Lansdowne Crescent Primary School
Latrobe High School
Latrobe Primary School
Lauderdale Primary School
Launceston College
Learning Service Offices
Lenah Valley Primary School
Lilydale District High School
Lindisfarne North Primary School
Lindisfarne Primary School
Longford Primary School
Margate Primary School
Miandetta Primary School
Molesworth Primary School
Montagu Bay Primary School
Montello Primary School
Montrose Bay High School
Moonah Primary School *
Moriarty Primary School
Mount Nelson Primary School
Mount Stuart Primary School
Mowbray Heights Primary School
Munford Street Early Special Education Centre
Natone Primary School
New Norfolk High School
New Norfolk Primary School
Newstead College
New Town High School
New Town Primary School
Nixon Street Primary School
Norwood Primary School
Ogilvie High School
Orford Primary School
Parklands High School
Penguin High School
Penguin Primary School
Perth Primary School
Princes Street Primary School
Prospect High School
PunchBowl Primary School
Queechy High School
Railton Primary School
Reece High School
Riana Primary School
Richmond Primary School
Ridgley Primary School
Riverside High School
Riverside Primary School
Romaine Primary School (Pre 2011 – Brooklyn PS, Upper Burnie PS, Acton PS*)
Rose Bay High School
Rosetta Primary School
Rosny College
Sandy Bay Infant School
Sassafras Primary School
Seconded / non school based teachers
Sheffield District High School
Snug Primary School
Somerset Primary School
Sorell School
South Arm Primary School
South Hobart Primary School
Sprent Primary School
Spreyton Primary School
St Leonards Primary School
Summerdale Primary School
Table Cape Primary School
Taroona High School
Taroona Primary School
The Don College
Tasmanian E-School
Trevallyn Primary School
Ulverstone High School
Ulverstone Primary School
Waimea Heights Primary School
Wesley Vale Primary School
Westbury Primary School
West Launceston Primary School
West Ulverstone Primary School *
Windermere Primary School (Pre 2011 Claremont PS, Mt. Faulkner PS)
Woodbridge District High School
Wynyard High School
Yolla District High School
Young Town Primary School

LEVEL B
All Special Education facilities State-wide
Bowen Road Primary School
Bridgewater Primary School
Bridgewater High School
Brooks High School
Clarendon Vale Primary School
Cosgrove High School
East Devonport Primary School
East Derwent Primary School
Gagebrook Primary School
Geilston Bay High School *
Glenorchy Primary School *
Goodwood Primary School
Herdsman's Cove Primary School
Invermay Primary School
Mayfield Primary School
Ravenswood Heights Primary School
Risdon Vale Primary School
Rocherlea Primary School
Rokeby Primary School
Rokeby High School
Springfield Gardens Primary School *
Timsbury Road School
Warrane Primary School
Waverley Primary School

LEVEL C
Ashley School
Avoca Primary School
Bicheno Primary School
Bothwell District High School
Bridport Primary School *
Bruny Island District School
Campbell Town District High School
Cygnet Primary School *
Dover District High School
Dunalley Primary School
Edith Creek Primary School
Fingal Primary School
Forest Primary School
Geeston District High School
Glenora District High School
Levendale Primary School
Maydena Primary School
Meander Primary School *
Mole Creek Primary School *
Oatlands District High School
Ouse District High School
Port Dalrymple School *
Ringarooma Primary School
Scottsdale High School *
Scottsdale Primary School *
South George Town Primary School *
St Helens District High School
St Marys District High School
Smithton Primary School
Smithton High School
Stanley Primary School
Swansea Primary School
Tasman District High School
Triabunna District High School
Westerway Primary School
Wilmot Primary School
Winnaleah District High School

LEVEL D
Cape Barren Island School
Flinders Island District High School
King Island District High School
Mountain Heights School
Redpa Primary School
Rosebery District High School
Strahan Primary School
Zeehan Primary School

*- Changed level from previous policy