

Submission from [REDACTED] in response to;

Call for submissions and evidence to the COVID-19 Response Inquiry 2023 due 15/12/2023

Due to Federal and State Government directives followed by the [REDACTED] School my employment contract was nullified when mandates were introduced in December of 2021. The [REDACTED] failed to honour the signed contract when the mandates were lifted. I have not been able to find employment in schools since being mandated and have been on JobSeeker payments for 2 years. I have [REDACTED] experience working in schools as a [REDACTED]. My [REDACTED] lost his contract as a [REDACTED] when Covid 19 measures were formally adopted by his [REDACTED] employer. He was forced to go into early retirement and is withdrawing money from his Superannuation Fund for our living expenses.

The vaccine did not stop infection or transmission of Covid 19. Therefore the mandates were criminally wrong.

I have attached copies of my contract and the letter that terminated the contract. My family has experienced immense financial hardship over the last two years (Household income going from [REDACTED] to [REDACTED]).

We have experienced abuse from medically ignorant coworkers and family, exacerbated by Government Chief Health Officer, [REDACTED] who publicly encouraged discrimination and distributed incorrect Health advice. The risk/benefit analysis of mass vaccination was never conducted and never proven to be beneficial to any age group or demographic except the immune compromised. Encouraging children to take the vaccination to "save their Grandparents" was a criminal act.

The education sector and all other mandated employment sectors are now experiencing catastrophic employee shortages due to mandated workers still being excluded and because of the vaccine injured or vaccine fatalities in the remaining workforce.

This was a public health disaster and should never be perpetrated on the Australian People again.

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 23 November 2021 10:07 AM
To: [REDACTED]
Subject: Mandatory Vaccination

Hi [REDACTED]

I hope you are doing well. Please see letter below that was sent to staff.

Dear Colleagues,

At our school we value loving kindness. Over the next few weeks, we will all need to show understanding and compassion as we navigate what will be tricky waters for us all.

The directive that was announced on Tuesday will require us to act in certain ways as a school. Please know that everything we do will be with the school's best interests at heart within the context of the direction we have been given, and in full discussion with everyone involved.

Please be assured that the Leadership team is working with the support of the Board, [REDACTED] and [REDACTED]

The following is information that has been directed by [REDACTED] to be given to all employees.

As you are aware, the Commissioner of Police, acting in his role as the State Coordinator responding to the COVID-19 pandemic, has announced the *Emergency Management (Education and Early Childhood Settings Vaccination) (COVID-19) Direction 2021*.

This Direction requires all employees to receive at least 1 dose of a Therapeutic Goods Association approved COVID-19 vaccination and a booking to receive a second dose by 10 December 2021, except those who have a medical exemption endorsed by the Chief Public Health Officer.

The Direction applies to all staff engaged by the school on a permanent, fixed or casual basis. Importantly, the advice we have is that all staff must comply with the Direction to continue their employment at the school.

Therefore, to assist our school to comply with this Direction, we will require all staff to provide evidence of their vaccination status by Friday 26 November.

Please email your COVID-19 Vaccination Certificate, or medical exemption, to [REDACTED] at: [REDACTED] or hand it to her in person. Your personal information will be securely stored and only accessible for the purposes of preventing and managing COVID-19 in our school community.

If you have not yet received your first dose, are unable to comply with the Direction or you are concerned about vaccinations, please speak to me as a matter of urgency so that we can discuss your ability to carry out the requirements of your role after 10 December 2021.

Kind regards

[REDACTED] **Acting Principal**

I live and work on [REDACTED] land



LETTER OF APPOINTMENT

FIXED TERM

FULL-TIME / PART-TIME TEACHERS

LETTER OF APPOINTMENT

FIXED TERM FULL - TIME / PART - TIME TEACHERS

8 November 2022

Private and confidential



Dear



Letter of engagement

I am pleased to offer you employment in the position of Teacher with us at [REDACTED] ('the employer') on the terms and conditions set out in this letter.

1. Position

- 1.1 Your start date will be [REDACTED]
- 1.2 Your employment will be Part Time
- 1.3 The duties of this position are set out in the **attached** position description. You will be required to perform these duties, and any other duties the employer may assign to you, having regard to your skills, training and experience.

1.4 You will be required to perform your duties at [REDACTED] or elsewhere as reasonably directed by the employer.

1.5 Your end date will be [REDACTED]

2. Terms and conditions of employment

2.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the [REDACTED] and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*. Neither the [REDACTED] nor any applicable legislation are incorporated into your contract of employment.

3. Ordinary hours of work

3.1 Your ordinary hours of work during term weeks are variable. In return, you are generally not required to attend at the school for periods when students are not present, subject to the needs of the school with regard to professional development, student free days and other activities requiring your attendance. Your ordinary hours of work consists of [REDACTED] and [REDACTED] per week, plus the appropriate time before and after school.

3.2 Your duties will from time to time include extra periods, playground duties, sport duties and extra-curricular activities and will involve you in the application of discipline, participation in the school's programme for spiritual and pastoral care and various other duties. Some of the duties will need to be performed at times outside of the normal classroom teaching hours including on weekends.

- The details of your particular duties and extra-curricular duties will be advised to you and any changes that are required from time to time will generally be discussed with you prior to their implementation.

4. Remuneration

4.1 You will be paid [REDACTED] at the rate of [REDACTED] per fortnight.

4.2 The employer will also make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

4.3 Your remuneration will be reviewed annually and may be increased at the employer's discretion.

5. Leave

5.1 You are entitled to leave (e.g. annual leave, personal leave, carers leave, compassionate leave, parental leave, community service leave and long service leave) in accordance with the [REDACTED] and the National Employment Standards.

6. Your obligations to the employer

6.1 You will be required to:

- (a) perform all duties to the best of your ability at all times;
- (b) use your best endeavours to promote and protect the interests of the employer; and
- (c) follow all reasonable and lawful directions given to you by the employer, including complying with policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.
- (d) be a registered teacher with [REDACTED]
- (e) Obtain a Working With Children Check prior to starting, or have completed one within the last three months).

7. Termination of employment

- 7.1 Under the *Fair Work Act 2009* the employer may terminate your employment at any time by providing you with notice in writing in accordance with this table:

Length of continuous service with employer	Period of notice
Not more than 1 year	2 weeks
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- 7.2 You are entitled to an additional week's notice if you are over 45 years old and have completed at least 2 years of continuous service with the employer on the day the notice of termination is given.
- 7.3 If you wish to terminate your employment you are required to provide the employer with prior notice in accordance with the table at 8.1 above.
- 7.4 Continued employment will be subject to:
- (a) continued registration as a teacher with the [REDACTED]
 - (b) continued "Not Prohibited" result for all Working With Children Checks

8. Confidentiality

- 8.1 By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.
- "Confidential information" for this purpose includes any information about the school's finances, organisation, personnel, policies, processes, systems, equipment, dealings, transactions, and the personal affairs of the students and their families and guardians, unless that information is available to the public.
- 8.2 You agree that the school is entitled to any intellectual property rights (including, but not limited to, copyright, patents for inventions and trade mark rights) that may arise or be capable of being claimed as a result of anything done by you in the course of your duties. *This includes, for example, programs of work, exam papers, lesson plans and lesson materials created by teachers.* You must comply with any request the school may make in order to protect or secure ownership of such rights. You consent to any act or omissions by the school, whether before or after this agreement takes effect, that might otherwise infringe any moral rights you may have in relation to the attribution or integrity of your authorship of copyright works created by you in the course of your duties

9. Entire agreement

- 9.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.
- 9.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

If you have any questions about the terms and conditions of employment, please don't hesitate to contact [REDACTED] on [REDACTED]

Employees and employers may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at www.fairwork.gov.au.

To accept this offer of employment please return a signed and dated copy of this letter to me by [REDACTED]

Yours sincerely,

[REDACTED]

[REDACTED]
Acting Principal

I, J [REDACTED] have read and understood this letter and accept the offer of employment from [REDACTED]
[REDACTED] on the terms and conditions set out in the letter.

Signed: _____ Date: ____/____/____

Print name: _____

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS