Memorandum of Agreement
Queensland Academies
between
Department of Education, Training and Employment
and
The Queensland Teachers' Union of Employees

Application and Purpose
1. This Memorandum of Agreement ("the MOA") applies to Department of Education, Training and Employment employees appointed to teaching and classified teaching positions at Queensland Academies. ("subject employees").

2. The purpose of the MOA is to prescribe arrangements for the subject employees that are binding on, and enforceable by, the parties in accordance with the MOA and Department of Education, Training and Employment School Teachers' Certified Agreement 2012 ("the Certified Agreement").

3. The parties agree to abide by the terms of the MOA, having regard to the application and purpose of this MOA.

Objective
4. The objective of this agreed position is to provide a framework for the terms and conditions of service for the subject employees. Any review of this position should occur through consultation and review between the parties.

Date and Period of Operation
5. This MOA replaces all previous versions and shall remain in force from 12 June 2013 for the operative lifetime of the Certified Agreement.

6. The parties may agree to vary the MOA by written agreement signed by the parties during the life of the MOA/Agreement.

Termination of Agreement
7. Either party may terminate this MOA by providing written notice to the other party.

8. This MOA will cease to have effect 16 weeks after a party provides such written notice of termination to the other party.

Dispute Resolution
9. In accordance with the Dispute Resolution provision (Part 3) of the Certified Agreement, either party may seek the assistance of the Queensland Industrial Relations Commission ("the Commission") in relation to a dispute arising from the application of the MOA.

10. The parties may not seek the assistance of the Commission in relation to the creation of this or a replacement MOA.
11. In accordance with s.181 of the *Industrial Relations Act 1999*, the parties must not engage in industrial action in relation to the MOA.

**Arrangements**

12. The following arrangements will apply to subject employees:

12.1 Classified Positions

Principal, Deputy Principal and Head of Department positions will be filled through the established processes for the selection of classified teachers. Principals and Deputy Principals appointed to the Queensland Academies ("Academies") will be subject to the same conditions of appointment and relocation as classified teachers in all other schools.

Head of Department appointments to the Academies will be for a period of five years with the capacity for an extension for up to a further three years upon application. Academies preserve the capacity to negotiated extensions to Heads of Departments appointments for a further period of up to three years totalling eleven years. A Head of Department is able to complete an expression of interest to move from one Academy setting to another provided that the maximum period of time they spend in an Academy setting does not exceed eleven years. A Head of Department may reapply for appointment to the Academies after this period through participation in an open merit selection process.

12.2 Teacher Appointment to an Academy

Subject to the terms of the Teacher Transfer Guidelines, as agreed from time to time between the parties, teaching positions will be filled through an open merit selection process. A panel for recruitment to the teaching positions will include at least the relevant Academy principal and a Queensland Teachers' Union ("QTU") representative. Recruitment processes for teaching staff will take into account the applicant's demonstrated commitment to public education.

The value of each teacher's transfer points will be maintained following appointment to the Academies. Thereafter, transfer points will accrue at the same rate as for teachers in the relevant regions.

12.3 Teacher Tenure at an Academy

Initial teacher appointments to the Academies will be for a period of three years. Academies preserve the right to negotiate extensions to teacher appointments for a period of two years following the completion of the initial tenure and then up to a further three years providing a potential total tenure of eight years at an Academy.

Teachers may reapply for appointment to the Academies after the completion of the maximum possible tenure of eight years by application through an open merit selection system as per clause 12.3 of this MOA. A teacher may apply for a vacant position at another Academy through an open merit selection process as per clause 12.2 of this MOA. If the teacher's application is successful, tenure at the new Academy will recommence.

A teacher on a temporary engagement at an Academy may apply for a vacant position at another Academy through an open merit selection process as per clause 12.2 of this MOA.

If the teacher's application is for the same position in which they were temporarily engaged:
• if their time in this position has been less than 12 months, their tenure in the permanent position if successful will commence anew.

• if they have been previously in the position for 12 months or more then the time served will be counted against their initial tenure period in the permanent position.

If the teacher’s application is for a different position to which they were temporarily engaged, tenure at the new Academy will recommence.

If a teacher takes leave from their position at an Academy, including temporarily performing higher duties at another site, this time will be counted as part of their tenure.

Teachers will be invited to undertake a process of application for renewal of tenure before the conclusion of Term 2 in the final year of their tenure period allowing for participation in the annual transfer process if required. Decisions on renewal of tenure will be made based on the above principles and at the discretion of the relevant Academy principal.

12.4 Teacher Transfer

The Department’s Teacher Transfer Guidelines apply to teachers at the Academies.

In accordance with the Teacher Transfer Guidelines, teachers retain the right to request a transfer after the initial tenure period of three years. In exceptional circumstances and by mutual agreement, teachers may seek a transfer before completion of the initial period of tenure. The parties agree and understand that if a teacher does not complete a minimum of three years, their transfer or placement will be in accordance with the Teacher Transfer Guidelines.

The Department retains the ability to affect required transfers in accordance with the Teacher Transfer Guidelines and departmental needs irrespective of the status of tenure.

The value of each teacher’s transfer points will be maintained following appointment to the Academies. Thereafter, transfer points will accrue at the same rate as for teachers in the relevant regions.

Upon completion of tenure every effort will be made to relocate teaching staff within the Metropolitan Region (for teachers in the Queensland Academies for Maths, Science and Technology and the Queensland Academy for Creative Industries) or South East Region (for teachers in the Queensland Academy for Health Sciences). The parties agree and understand that the placement of a teacher following the completion of their service with the Academies shall be at the discretion of the Director-General. Should a suitable placement be unable to be arranged, the teacher will be required to participate in the Department’s transfer process.

Teachers requesting a transfer to regions other than those listed above will have their application for transfer considered through the annual teacher transfer process.

12.5 Guidance Officers – Appointment to an Academy

Guidance Officers will be filled through an open merit selection process. A panel for the recruitment of teachers will include at least the relevant Academy Principal and a Senior Guidance Officer. Recruitment processes for Guidance Officers will take into account the Guidance Officer’s demonstrated commitment to public education and their preparedness to undertake a teaching load as required.
Guidance Officer appointments to the Academies will be for a period of five years with the capacity for an extension for up to a further three years upon application. Academies preserve the capacity to negotiate extensions to Guidance Officer appointments for a further period up to three years totalling eleven years. A Guidance Officer may reapply for appointment to the Academies after this period through participation in an open merit selection process.

12.6 Time-Off-In-Lieu ("TOIL") Provisions

Teachers appointed to the Academies may be required, on a voluntary basis, to participate in the provision of educational programs at times other than during normal school hours and during gazetted school holiday periods. Where such programs are specific and unique to the distinctive core program of the Queensland Academies and above and beyond what would be reasonably and typically be performed by teachers in their contribution at other state high schools, participation in such programs and activities may attract TOIL.

Duties that may attract TOIL include but are not limited to work performed outside the standard hours of instruction and rostered duty time stipulated in the relevant industrial instruments that pertain to:

- selection processes for new cohorts; and
- approved and coordinated assessment processes and assessment preparation programs necessary for the successful delivery of the International Baccalaureate Diploma program.

Where teachers undertake such duties, time worked will be compensated through TOIL at the following rates:

- for work of less than five hours — for each hour or part thereof, hour for hour to be taken at a time agreed between the relevant Academy Principal and the teacher; and
- for work one full day - five hours for each day worked to be taken at a time agreed between the relevant Academy Principal and the teacher.

Where the provision of such programs involves travel to other centres, time taken for travel shall be combined with the time worked presenting the programs and compensated in the same manner as outlined above. Teachers shall also be compensated for travel in accordance with the terms of the relevant Directives.

Any site based arrangements for accruing and compensation of TOIL will be developed in consultation with the LCC and should reflect the MOA as well as reflect the following principles across each site:

- all Academies will undertake judicious timetabling to reduce the occurrences of TOIL;
- all TOIL balances must be at zero at the end of a school year; and
- any TOIL not taken by the end of the school year will be forfeited and will not be paid out.
12.7 Professional Development

Teachers appointed to the Academies shall be required to participate in a program of professional development and training required for the attainment of Level 1 accreditation for the International Baccalaureate diploma program. This may involve compulsory professional development to be completed online, undertaken within Australia during school vacations and, on occasion, overseas. Appointed staff also commit to ongoing training core to the strategic vision and Explicit Improvement Agenda for the Queensland Academies.

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 Dr Jim Watterston

Director General

this 19th day of June 2018

Signed for and on behalf of the Queensland Teachers' Union of Employees by the person named below who warrants they are duly authorised to sign for and on behalf of the QTU

By Graham Moloney

General Secretary

this day of 20_