

Memorandum of Agreement

Queensland Academies

between

Department of Education

and

the Queensland Teachers' Union of Employees

Application and Purpose

1. This Memorandum of Agreement (the MOA) applies to Department of Education (DoE) employees appointed to teaching and classified teaching positions at Queensland Academies, including outreach and extension programs (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 and Training State School Teachers' Certified Agreement 2019* (the Certified Agreement) and its immediate replacement agreement once approved (*Department of Education State School Teachers' Certified Agreement 2022*).
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 for the operative lifetime of the immediate replacement of the current Certified Agreement.
6. The parties may agree to vary the MOA by written agreement signed by the parties during the life of the MOA.

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 (QIRC) in relation to a dispute arising from the application of the MOA.

10. The parties may not seek the assistance of the QIRC in relation to the creation of this or a replacement MOA.
11. In accordance with s.234 of the *Industrial Relations Act 2016* (Qld), 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

- a) Principal, Deputy Principal, Head of Department and Guidance Officer positions will be filled, throughout the life of this MOA, through the established processes for the selection of classified officers. Principals and Deputy Principals appointed to the Queensland Academies (Academies) will be subject to the same conditions of appointment and relocation as classified officers in all other schools.
- b) Employees appointed permanently to Head of Department and Guidance Officer positions at the Academies will undertake service at that location for a period of five years. Academies preserve the capacity to negotiate extensions to Head of Department and Guidance Officer appointments for further five year periods to a maximum of fifteen years at an Academy. Heads of Department and Guidance Officers may then reapply for appointment to the Academies after the completion of the period of tenure negotiated with them, through participation in an open merit selection process.
- c) Placement of Heads of Department and Guidance Officer to positions/locations after service at the Academies will be undertaken as a placement outside of the relocation process.
- d) Heads of Department and Guidance Officers are able to apply for relocation under the same conditions as classified teachers in other school locations in accordance with the Relocation of Classified Teachers Procedure.

12.2. Teacher Appointment to an Academy

- a) Teaching positions will be filled through an open merit selection process, where applicants from the transfer pool who have expressed interest in an Academy are considered simultaneously with other applicants as part of the same selection process. Those in the transfer pool that have expressed interest in a position at an Academy and are deemed suitable on merit for the position will be given preference for the position.
- b) In accordance with the existing approved panel compositions, the panel for recruitment to the teaching positions will include the relevant Academy Principal or their delegate and a Queensland Teachers' Union (QTU) representative. Recruitment processes for teaching staff will take into account the applicant's demonstrated commitment to public education.

12.3. Teacher Tenure at an Academy

- a) Initial teacher appointments to an Academy will be for a period of three years. Academies preserve the capacity to negotiate extensions to teacher appointments for a period of three

years following the completion of the initial tenure and then up to a further three years providing a potential tenure of nine years at an Academy.

- b) Teachers may reapply for appointment to an Academy after the completion of the maximum possible tenure of nine years by application through an open merit selection process as per clause 12.2 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.
- c) 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 at the same Academy at which they were temporarily engaged, then either of the following will occur:

- i. if their time at the Academy has been less than 12 months, their tenure at the Academy, if successful, will commence anew.
 - ii. if they have been at the Academy for 12 months or more, then the time served will be counted against their initial tenure period at the Academy.
- d) If a teacher takes leave, other than parental 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.
- e) Teachers will be invited to undertake a process of application for renewal of tenure in the final year of their tenure period (i.e. in their third or sixth year), allowing for participation in the transfer process in accordance with the Teacher Transfer Guidelines if required. Decisions regarding renewal of tenure will be based on the above principles and at the discretion of the relevant Academy principal.

12.4. Teacher Transfer

- a) DoE's Teacher Transfer Guidelines apply to all teachers, including those teaching at the Academies.
- b) In accordance with the Teacher Transfer Guidelines, teachers retain the right to request a transfer after their minimum service period, which for the Academies is 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.
- c) To assist with achievement of future transfers, teachers appointed to the Academies will retain their transfer points. Thereafter, transfer points will accrue at the same rate as for teachers in the relevant regions.
- d) 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 or their delegated officer.

Should a suitable placement be unable to be arranged, the teacher will be required to participate in DoE's transfer process.

12.5. Time Off In Lieu (TOIL)

- a) Teachers appointed to the Academies may be required 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 Academies, namely, above and beyond what would be reasonably and typically performed by teachers in their contribution at other state high schools, participation in such programs and activities will be on a voluntary basis and may attract TOIL.
- b) 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:
 - i. selection processes for new student cohorts; and
 - ii. approved and coordinated assessment processes and assessment preparation programs necessary for the successful delivery of the International Baccalaureate Diploma program.
- c) Where teachers undertake such duties, time worked will be compensated through TOIL at the following rates:
 - i. 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
 - ii. for work of one full day – five hours for each day worked to be taken at a time agreed between the relevant Academy Principal and the teacher.
- d) 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 in accordance with the terms of the relevant Directives.
- e) 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:
 - i. all Academies will undertake judicious timetabling to reduce the occurrences of TOIL;
 - ii. all TOIL balances must be at zero at the end of a school year; and
 - iii. any TOIL not taken by the end of the school year will be forfeited and will not be paid out.

12.6. Outreach and extension programs

The conditions as prescribed within this MOA apply to employees of outreach and extension programs that are managed by the Queensland Academies. The parties agree that such outreach and extension programs, from time to time, occur outside of the hours of work prescribed in the *Teaching in State Education Award State 2016*. Judicious timetabling should minimise the number of hours that an employee is rostered to work beyond 25 hours per week.

12.7. Professional Development

- a) Teachers and classified officers appointed to the Academies shall be required to participate in a program of professional development and training required for accreditation for the International Baccalaureate diploma program. This may involve compulsory professional development to be completed online, undertaken within Australia or overseas during school term, weekends, evenings or during vacation periods. Appointed staff also commit to ongoing training core to the strategic vision and Explicit Improvement Agenda for the Academies.
- b) International travel applications for professional development submitted by an Academy to the Department of Education International in order to attain accreditation for the International Baccalaureate diploma program will be processed as a matter of priority.

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**

by Michael De'Ath
Director-General

this 20 day of June 2022



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 Kate Ruttiman
General Secretary

this 27 day of June 2022