

CONDITIONS OF EMPLOYMENT

Extended task component of the

Validation of Assessment 4 Learning & Individual Development (VALID 8)

Extract from ACER Enterprise Agreement.

Casual staff

1. Position

- 1.1. Your employment will be on a casual basis, as required.
- 1.2. Each occasion that you work will be a separate contract of employment which ceases at the end of that engagement.
- 1.3. As a casual employee, there is no guarantee or expectation of ongoing or regular work.
- 1.4. The duties of this role are broadly outlined in the attached position description. On each occasion that you work you will be required to perform these duties and any others duties ACER may assign to you, having regard to your skills, training and experience.
- 1.5. You will be required to perform your duties at the location specified in the attached Schedule or elsewhere as reasonably directed by ACER.

2. Terms and conditions of employment

- 2.1. You are engaged as a casual under Schedule 2 of the [ACER Enterprise Agreement 2015-2019](#). Your terms and conditions of employment are set out in the *ACER Enterprise Agreement* and applicable legislation unless more generous provisions are provided in this document. This includes, but is not limited to, the *National Employment Standards* in the *Fair Work Act 2009*. For your information, you can also view a copy of the Australian Government's [Fair Work Statement](#).
- 2.2. Your employment may be terminated at any time by providing you with notice subject to the provisions of Clauses 8, 9 and 10 of Schedule 2 in the *ACER Enterprise Agreement*.

3. Remuneration

- 3.1. You will be paid at the hourly rate disclosed in this form, which include a casual loading of 33.3% in lieu of personal and annual leave entitlements.
- 3.2. You will be paid at the end of the project into the bank account nominated by you.
- 3.3. If you are paid more than \$450 (before tax) in a month, ACER will contribute 9.50% superannuation payments to the UniSuper Accumulation 1 Plan on your behalf in accordance with applicable legislation. UniSuper is the default fund for ACER employees and contributions. As a casual employee you may elect to nominate an alternative registered superannuation fund for ACER to make contributions to.

4. Your obligations to ACER

- 4.1. 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 ACER; and
 - (c) follow all reasonable and lawful directions given to you by ACER, including complying with ACER policies and procedures as amended from time to time. These policies and procedures are not incorporated into your contract of employment.

5. Conflict of interest

- 5.1. Without limiting 5.2 and 5.3 below a conflict of interest may include any private interest (including the interest of relatives, close friends, personal or professional associates) that may compromise or give the perception of compromise of ACER's or your impartiality and integrity in the performance of your obligations under this contract.
- 5.2. You agree to notify ACER in writing of any potential, perceived or actual conflict of interest (a Conflict) you may have at the time of signing this contract or that arises during your employment. Such written notification shall be made on the signing of this contract or, if the Conflict arises after signing, when the Conflict first arises.
- 5.3. Your employment is conditional upon resolution to the satisfaction ACER of any such Conflict. If such notification is received by ACER on signing of this contract and resolution does not occur with 3 days of receipt ACER may terminate this contract. You agree you will have no demand, claim or suit concerning the contract and you fully release ACER in respect of the same. If a Conflict arising after signing is not resolved within 3 days then ACER may terminate this contract.
- 5.4. ACER clients sometimes require of ACER staff the completion of a declaration or similar statement supplied by the ACER client concerning a Conflict. You agree when requested to complete such declarations and statements.

6. Confidentiality

You understand your employment duties may give you access to educational assessments and other material including ACER business information, ACER client confidential information and digital resources (ACER Confidential Information) that requires the maintenance of the strictest security and confidentiality.

You agree: to maintain the strictest security and confidentiality concerning ACER Confidential Information; follow any ACER directions concerning security and confidentiality, return to ACER all copies of ACER Confidential Information in your possession or control when your employment ceases; not to disclose, use, reproduce or publish any ACER Confidential Information without ACER's written consent; and when occasionally ACER clients request declarations or similar from ACER staff concerning confidentiality of ACER client confidential information you agree to complete the same.

This clause 6 is fundamental to the contract and survives the expiration or earlier termination of this contract.

7. Intellectual property

The ownership of all intellectual property created and material (together with all intellectual property and rights in the same) produced by you in the course of your employment vests in ACER, not you, immediately upon such creation or production. Should such vesting for any reason not occur, you assign the ownership of all such intellectual property and material to ACER. The vesting and assignment referred to is without the the need for ACER to sign any further document or do any further thing for such vesting or assignment to occur.

This clause 7 survives the expiration or earlier termination of this contract.

8. Moral rights

You unconditionally consent to all or any acts or omissions by ACER or persons authorised by it, in relation to any and all works contributed, made or to be made by you in the scope of, or arising out of, your work for ACER which would otherwise infringe your moral rights.

9. Entire agreement

9.1. The terms and conditions referred to in this contract constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and ACER.

9.2. The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and ACER.

To accept this offer of casual employment, please indicate below with your electronic signature. Once completed, an electronic copy of this contract will be emailed to you for your records.

If you have any questions about the terms and conditions of employment, please contact on Human Resources on +61 3 9277 5640.

Marking of extended responses:

Rates of payment for marking of extended responses are determined project by project on the basis of the complexity and nature of the work involved and are paid on the basis of either work completed or time spent. The nature of the work and the rate offered is made explicit prior to commencement.

Casual hourly rates of pay for VALID 2019

Classification	Casual Hourly Rate per hour (including loading)
Marker	\$50.45
Assistant Group Leader	\$54.47
Group Leader	\$58.48
Task Leader	\$71.87

Validation of Assessment 4 Learning & Individual Development

LOCAL CONDITIONS OF EMPLOYMENT

On Line Marking:

The marking of the extended tasks of the Validation of Assessment 4 Learning & Individual Development (VALID) will be completed in an online environment. Online marking means that all scripts will be presented on a computer screen and marked by using a mouse to select the appropriate rating from a menu.

In order to successfully complete this task, markers will need to have basic computer skills including logging on and logging off and basic mouse manipulation including scrolling and selection of buttons, together with some keyboard skills to be able to annotate a text.

Marking and Training Times

All markers are required to be in attendance for the training and marking sessions advertised below. You will be remunerated for your training sessions provided you attend marking sessions.

Training Times

- **Leader training** Thursday 21 November 2019 4:00pm to 9:00pm
Friday 22 November 2019 4:00pm to 9:00pm
- **Marker & Leader training (Sydney)** Saturday 23 November 2019 8:30am to 3:30pm

Marking Times

Marking Monday 25 November to Friday 29 November
(unless finished prior)

Weekday Sessions

Hours of Operation (Evenings) 4:00pm to 9:00pm (1 hour unpaid dinner break)

Weekend Sessions

Hours of Operation (Saturday) 8:30am to 3.30pm (1 hour unpaid lunch break)

Appointment:

Potential markers are invited to complete the application online at: www.acer.org/valid

Upon receipt of all applications a database will be prepared. The criteria will be weighted so that an assessment of the applicant's appointability to the various roles available may be made. This database will be reviewed by ACER and DEC staff and on the basis of the information provided a list of eligible applicants will be determined.

All appointees will be required to sign and return an acceptance form stating that he/she has read, understood and agrees to the Conditions of Employment and also sign a Confidentiality Statement. Upon receipt of these forms the marker will have his/her appointment confirmed in writing.

All applicants will be advised of the outcome of the application by late September 2019.

In the event of the unavailability of scripts to mark ACER reserves the right to cease marking operations on two hours notice, thereby terminating markers with two hours paid notice.

Monitoring of Marker Performance:

Throughout the marking operation measures will be maintained regarding the accuracy of individual markers and the rate at which marking is performed. The implementation of these measures will be co-ordinated by the Group Leader. The record will be maintained centrally under the control of the Marking Supervisor. Markers are entitled to view the record by appointment with the Marking Supervisor with 24 hours' notice.

At the conclusion of the operation this data will be included within the Group Leader's marker evaluation. The evaluation will be made available to the marker.

It is not uncommon that during the course of a marking operation individual markers or a group of markers will 'drift' off task in the scoring of one or more criteria. This will be identified by two methods:

1. Check marking by the Group Leader.
2. Daily Reliability Scripts (Common Script) that are assessed across the centre.

As information regarding a marker's performance on these two types of instruments is collected a 'reliability profile' emerges that allows a review of the overall pattern which may not be evident in single reviews. This may lead to a refocus of the marker's rating on particular criterion/criteria. This training will be coordinated by the Group Leader and is typically a one-on-one informal activity.

Role Descriptions:

can be found here, please familiarise yourselves with these roles and responsibilities

> [VALID 2019 Role Descriptions](#)

Remediation/Termination Process:

The average expected marking rate across the centre will be determined in conjunction with the DEC following evaluation of the task demands and as a result of reviewing the leader and marker training operations.

Should a case arise where a marker is identified as unreliable or performing at an unacceptable rate then the following process will be implemented:

STEP	Situation	Action	Responsibility	Outcome
1	Problem identified	Informal remediation by Group Leader	Group Leader	Successful or STEP 2
2	Problem reoccurrence	Marker made aware of problem by Group Leader Group Leader works with marker and suggests specific strategies to overcome problem	Group Leader	Successful or STEP 3
3	Problem continues	Marker made aware of continuing area of concern Task Leader and Group Leader work with marker to resolve issue. Marker advised that the problem must be rectified by the next session	Task Leader	Successful or STEP 4
4	Problem not rectified	Task Leader monitor marker work closely for 2 hours If Problem not rectified Marking Supervisor implements termination procedures in accord with the Enterprise Agreement provisions above.	Task Leader Marking Supervisor	Successful or Alternate duties/termination at end of session

ACER, Sydney

July 2019