



CONDITIONS OF EMPLOYMENT

Year 6 Check-in Writing assessment marking 2023

Based upon Schedule 2: Casual employees of the 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 email. 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

You are engaged as a casual under Schedule 2 of the [*ACER Enterprise Agreement 2019 - 2022*](#) (the Agreement). 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-Information-Statement.pdf*](#) and [*casual-employment-information-statement.pdf*](#)

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 rates outlined in this contract, which includes a casual loading of 33.3% in lieu of personal and annual leave entitlements.
- 3.2. You will be paid fortnightly to the bank account nominated by you.
- 3.3. If you are paid more than \$450 (before tax) in a month, ACER will contribute 10.50% 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 within 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 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.

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

**Year 6 Check-in Writing assessment Marking 2023****Local Conditions of Employment****Online Marking:**

The marking of the Year 6 writing assessment 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 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 Year 6 Check-in Writing assessment:

| Classification | Casual Hourly Rate per hour (including loading) |
|---------------------|---|
| Marker | \$51.50 |
| Group Leader | \$61.94 |
| Professional Leader | \$73.89 |



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.

| | | |
|-------------------------------------|--|--------------------|
| Leader training | Thu 14 Sep and Fri 15 Sep 2023 | 8:30 am to 3:30 pm |
| Marker & Leader training | Sat 16 Sep 2023 | 8:30 am to 3:30 pm |
| Marking continues | Mon 18 Sep to Fri 6 Oct 2023 or until marking is complete. | |

Weeks 1, 2 and 3

Monday 18 September to Friday 6 October or until marking is complete.

Day Sessions:

Every Weekday

Hours of Operation:

8:30 am to 3:30 pm (1 hour unpaid lunch break)

Saturday (if required)

8:30 am to 3:30 pm (1 hour unpaid lunch break)

Marking commences:

- 18 September for markers available for Weeks 1, 2 and 3.
- 25 September for markers available for Weeks 2 and 3 only.

Week 1

Monday 18 September to Friday 22 September 2023

Evening Sessions: (subject to interest): Hours of Operation:

Monday to Friday

4:00 pm to 9:00 pm (1 hour unpaid meal break)

**Appointments:**

Potential markers are invited to complete the application online at:

www.acer.org/markingoportunity

No previous experience in large-scale marking operations is necessary however, preference will be given to primary teachers and secondary literacy-trained teachers, and experienced markers of literacy assessments.

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 DET 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 of offer form stating that he/she has read, understood, and agrees to the Conditions of Employment and also sign a Confidentiality Statement. Upon receipt of this form the marker will have his/her appointment confirmed in writing via email.

All applicants will be advised of the outcome of the application by 16 August 2023.

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.

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.



Guidelines for managing markers

| | Monitor | Discuss/Re-train | Negotiate future marking |
|------------------------|-----------------------|--|--|
| Total score | 4-6 points discrepant | 4-6 points discrepant on 3 or more occasions OR 7 or more points discrepant on 1 occasion | if 4 or more points discrepant on 3 occasions after retraining |
| Criterion score | 2 points discrepant | 2 points discrepant on 3 or more occasions OR 3 or more points discrepant on 1 occasion | if 2 or more points discrepant on 3 occasions after retraining |

Marker retraining:

Will occur when a marker is 2 score points away from the intended score or 5 score points away from the intended overall score.

Marker Rate:

Will be monitored as an indicator of confidence with the marking rubric.

Remediation/Termination Process:

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

A marker will be retrained on varying criteria if they exceed 2 score points.

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. Professional Leader and Group Leader work with marker to resolve issue. Marker advised that the problem must be rectified by the next session. | Professional Leader | Successful or STEP 4 |
| 4 | Problem not rectified | Professional 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. | Professional Leader Marking Supervisor | Successful or Alternate duties/termination at end of session |

Role Descriptions:

can be found here www.acer.org/markingoportunity-

please familiarise yourself with these roles and responsibilities.



May 2023

Improving Learning

