

## LETTER OF OFFER OF EMPLOYMENT (this Letter)

### 2. EMPLOYMENT TERMS AND CONDITIONS

The terms and conditions of your employment will be in accordance with the MO or such other Order or agreement that replaces it at any time. For detailed information on the MO, VCAA policies, and other relevant information, please refer to the [VCAA website](#). Where there is an inconsistency between the terms of this Letter and the rights and obligations under applicable legislation or other instruments, the legislation or other instruments will prevail.

All VCAA employees are expected to comply with the [Code of Conduct for Victorian Public Sector Employees](#).

In addition, the provisions of the *Public Administration Act 2004* (VIC) and *State Superannuation Act 1988* (VIC) (the Acts), any other relevant legislation, regulations made from time to time under the Acts, instructions and policies issued by VCAA or any applicable federal award and/or certified agreement will apply during your employment.

Where there is an inconsistency between the terms of this letter of offer and the rights and obligations under applicable legislation or other instruments, the legislation or other instruments will prevail. Under the *Fair Work Act 2009*, the employer has an obligation to give all new casual employees a [Fair Work Information Statement](#) and a [Casual Employment Information Statement](#). These Statement can be accessed via the links set out above or via the Fair Work Ombudsman website.

### 3. PAYMENT

Your Hourly Rate and Superannuation is detailed under the heading "1. EMPLOYMENT CONDITIONS".

Payment of your Hourly Rate will be paid either fortnightly or monthly into a bank account nominated by you.

The superannuation contributions detailed under the heading "1. EMPLOYMENT CONDITIONS " will be paid by the VCAA into a complying superannuation fund nominated by you.

Your overtime and shift loading entitlements are set out in Division 4 (2) of the [MO](#).

### 4. PRE-EMPLOYMENT SCREENING

The offer of employment in this Letter is subject to a valid Victorian Institute of Teaching (VIT) Registration or a satisfactory Criminal History Record Check (CHRC). And if required for your role a Working with Children Check (WWCC). By accepting the offer of employment, you agree to complete and sign all necessary documentation required to facilitate the pre-employment screening.

If the VCAA determines, based on the results of the pre-employment screening that you are not a suitable candidate for the position, the VCAA may immediately rescind this offer of employment. It is, therefore, important that you carefully read and complete all sections of the CHRC Application Form and provide certified copies of identity documentation as required.

If the outcome of your CHRC is unsatisfactory, the information and outcome provided to the VCAA will be kept confidential and will not be shared with any external parties.

You are not required to complete and submit the CHRC Application Form if you currently hold registration with the VIT including provisional registration, non-practising registration, and permission to teach or if you have a satisfactory CHRC that is valid for the period of your employment.

If you do not have a valid VIT registration, CHRC and/or WWCC (if required) you will receive an email from the VCAA requesting the relevant information including the forms that are required to meet satisfactory employment.

Please note your employment will not commence until you have:

- 4.1. Provided confirmation in writing that you are available to work during the Employment Period (if applicable).
- 4.2. Completed the Employment Declaration.

## **5. LEAVE**

Your leave entitlements are set out in Part 5 of the [MO](#).

## **6. POLICY**

You are required to be familiar with and comply with all current VCAA Policies, as varied from time to time, which can be accessed and downloaded from the [VCAA website](#).

These policies are not intended to be legally binding on the VCAA and are not incorporated into your offer of employment.

Compliance with the VCAA's policies creates no right or entitlement to any benefits or conditions outside of the terms of this Letter.

## **7. PRIVACY**

Personal information collected about you during the selection process will be retained as part of your employment records. Further personal information and relevant health information may be collected by the VCAA throughout the course of your employment with it. The collection use, handling and disclosure of this information will be consistent with the requirements of the *Privacy & Data Protections Act 2014 (Vic)* and the *Health Records Act 2001 (Vic)*. Further information can be found in the VCAA [Privacy Policy](#).

## 8. INTELLECTUAL PROPERTY

All intellectual property invented or created by you in the scope of, or arising out of, your employment shall remain the property of the VCAA unless otherwise agreed in writing by the VCAA.

You irrevocably consent to the VCAA doing any acts or making any omissions that constitute an infringement of your Moral Rights including:

- (a) To any amendment of the material to which the Moral Rights relate in any manner by the VCAA and for any purposes;
- (b) To the VCAA using the materials to which the Moral Rights relate for any purpose and in any manner, including identifying the VCAA as the author of the material, without any attribution of authorship;
- (c) Agreeing that your consent extend to acts and omissions of the VCAA's licensees and successors in title; and
- (d) Agreeing that your consent is genuine consent under the *Copyright Act 1968* (Cth) and has not been induced by duress.

**Moral Rights** has the same meaning as the term in Part IX of the *Copyright Act 1968* (Cth).

## 9. CONFIDENTIALITY

You must not use or disclose at any time, either during your employment or after it, any trade secret, financial, business, or confidential information (whether in written, electronic, or oral form) relating to the operations or affairs of the VCAA, acquired or accessed in the course of your employment with the VCAA unless the disclosure is:

- (a) specifically required or permitted under the operation of law;
- (b) authorised by the VCAA; or
- (c) the information has become public knowledge.

You must immediately notify the VCAA of any suspected or actual unauthorised use, copying or disclosure of Confidential Information by anyone.

During and after your employment you will keep confidential and will not disclose or divulge by any means or in any way to any unauthorised person:

- (a) Any matters relating to students, examination questions, examination papers, examination answers, results, marks, grades, and all matters relating directly or indirectly there to.
- (b) Any details of assessment material entrusted to or prepared by me in accordance with the duties of my appointment.
- (c) Any information, knowledge or materials that come into my possession due to my appointment and I will take every reasonable precaution to prevent such information, knowledge or material becoming known to any unauthorised person.

You will keep confidential, and immediately report to the Manager, or authorised VCAA delegate any circumstances which may suggest that such information or materials has or may become known to any unauthorised person, or if you have become aware of any circumstance which might compromise or be seen to compromise the confidentiality expected of you.

You shall make no public statement about any aspects of the VCAA programs specific to your role without first consulting the Manager or authorised VCAA delegate. Any necessary public statements will be made only by VCAA Executive Management members, Manager Assessment Operations or authorised VCAA delegate.

## 10. FULL AND PROPER DISCLOSURE

You warrant that you have accurately disclosed everything to the VCAA which may be material to the VCAA's decision to offer you employment under the terms of this Letter, including that you:

- (a) have the legal right to work in Australia;
- (b) have the relevant qualifications and work-related experience;
- (c) have no relevant criminal record or charges pending;
- (d) are not currently employed by the VCAA on either an ongoing or fixed term basis;
- (e) are not currently enrolled in the Victorian Curriculum of Education, nor are you a primary/secondary school student.
- (f) are not closely related to or associated with any student or other person, or organisation involved with Units 3 and 4 of the study or studies you are appointed to assess in the VCE External Assessment Program. You further confirm where a close relationship, association, or conflict of interest with an individual or organisation exists, you will declare the conflict of interest to the VCAA prior to the commencement of your employment, via your eduPay account in the 'my declarations' tile.

## 11. VCAA Conditions of Employment and Employee Acceptance

By accepting the offer of employment contained in this Letter you confirm that:

- 11.1.** You have considered:
  - 11.1.1. The circumstances regarding your health and capacity to work that might interfere with your ability to perform the duties of your employment and you believe that you can carry out the duties as described.
  - 11.1.2. The conditions under which you have worked, and any substances that you have worked with, which may have been hazardous to your health and that you do not require a modified workplace due to such working conditions.
  - 11.1.3. That completing training for your position may be a requirement to perform your role.
  - 11.1.4. That travel may be a requirement of your employment.
- 11.2.** During the period of your employment, you shall not directly or indirectly use this position in association, or in connection with, any form of advertisement or description or activity in which you may from time to time be engaged either for monetary gain or gratis. Furthermore, you agree not to present at or prepare any seminars, lectures, etc., related to this study or studies prior to the release

of student end-of-year results, other than work done at the specific request of or with the written approval of the Manager or authorised VCAA delegate.

- 11.3.** You grant VCAA permission to record (by means of audio and/or video) all oral/performance examinations which you undertake and understand that these recordings may capture personal information about me, e.g. your voice. You further grant VCAA permission to use and disclose such audio/video recordings to relevant VCAA employees, including present and future assessors for the purposes of evaluation, quality assurance and assessor training.