Preamble
The parties wish to enter into an agreement related to conduct of industrial relations in Lutheran schools in South Australia.

This agreement will provide additional time to research and prepare an enterprise agreement under The Fair Work Act 2009 (the Act) to replace the Lutheran Schools SA Enterprise Agreement 2012.

Should there be just cause, the parties agree to confer with a view to making appropriate modifications to the MOU or agree to rescind or replace the MOU.

Parties
The parties are:
• Lutheran Schools and Preschool as listed in Clause 4 of Lutheran Schools SA Enterprise Agreement 2012 and
• The Independent Education Union (SA).

The Term of the MOU
This MOU is effective from 15 March 2014 and will continue to operate until rescinded or replaced.

MOU with Current Enterprise Agreement
This MOU operates in conjunction with the Lutheran Schools SA Enterprise Agreement 2012.

Overview:
This MOU is made to clarify various issues around teacher classification that have arisen since the Lutheran Schools SA Enterprise Agreement 2012 was approved by Fair Work Australia (as it then was).

Details:
1. with the use of the terminology HAT and the incorporation of the certification by the South Australian Teacher Certification Committee (SATCC) the following are required:
   a. Attachment 1 sets out the revision of clauses in the Agreement
      i. Definitions in Clause 2:
         • Highly Accomplished Teacher (HAT)
         • Lead Teacher
      ii. Deletion of Clause 58
   b. Minor adjustments to the Schedule 2 ~ Teacher Classification
      Attached at Attachment 2 is the revised Schedule 2 with the following amendments.
      i. Insertion of additional clause 4 Proficient Teacher PT6 classification
      ii. Adjustments to renumbered clause 5, 6, 7, 8 & 9
   c. Minor Adjustments to Schedule 3 ~ Transition Arrangements for Teachers for 2012.
      Attachment 3 is the revised Schedule 3 with the following amendments
      i. ‘HAT’ is replaced by PT6
      ii. (1) (c) has date of approval of the EA included.
   d. Minor Adjustments to Schedule 4 ~ Positions of Additional Responsibility (PAR) for Teachers for 2012.
      Attachment 4 is the revised Schedule 4 with the following amendments
      i. inclusion of ‘Highly Accomplished Teacher’
e. Schedule 7 - Assessment Criteria and Process for Lead Teachers is deleted. Schedule 7 is redundant.

f. The change in use of the terminology HAT in the Enterprise Agreement, results in an adjustment to the salaries for the revised classifications of PT6, HAT and Lead Teacher. The revised salaries are set out in paragraph 2 below.

2. Schedule 1 Salaries and Allowance – Teachers will be altered to include the following salary adjustments to be paid from the first full pay period commencing on or after the 15 March 2014, Salaries for the revised classification are:

   a. PT6 $90,548 pa
   b. HAT $94,129 pa
   c. Lead Teacher $97,710 pa

Signatories

Signed on behalf of employers bound by this agreement:

John M Ploewe
Executive Director
Lutheran Schools Association

Signed on behalf of the employees bound by this agreement:

Signed on behalf of the Independent Education Union (SA) in respect of its members bound by this agreement:

Glen Seidel
Secretary

Louise Firrell
Attachment 1

Revised Clauses in Enterprise Agreement

1. **Clause 2 ~ Definitions and Interpretations**

   **Highly Accomplished Teacher (HAT)** means a teacher who has been certified by South Australian Teacher Certification Committee as a Highly Accomplished Teacher.

   **Lead Teacher** means a teacher who has been certified by South Australian Teacher Certification Committee as a Lead Teacher.

2. **Clause 58 ~ Assessment Criteria and Process for Lead Teachers**

   Deleted
Attachment 2

Schedule 2 - Teacher Classifications

1. Introduction

(a) This teacher classification has as a basis adopted the categories from the document prepared by ‘Australian Institute for Teaching and School Leadership Limited’ ‘National Professional Standards for Teachers’ (the standards).

(b) For each classification, Principals are required to ensure that there is in place:

(1) a performance management process for teachers so that they are receiving vital feedback and comment on their progress, and to encourage them in their professional development and achievements;

(2) an underperformance management process for those teachers who are considered to not be meeting the standards and with the expectation that their performance will improve or their employment may be terminated.

2. Graduate Teacher (GT1 – GT3)

(a) Graduate teachers are teachers who have completed a recognised qualification and have been granted provisional registration by the Teachers Registration Board of South Australia or similar authority;

(1) Who are 4 year trained will commence on the first incremental step in Schedule 1 ~ GT1.

(2) Who are 5 year trained will commence on the second incremental step in Schedule 1 ~ GT2.

(b) Principals shall provide an induction program for graduate teachers until the end of the probationary period, when they may have an ongoing appointment. The graduate teacher will have a negotiated Professional Learning Plan.

(c) Graduate teachers will be considered as such for the first three years of professional practice and will be expected to continue although with reducing amounts of support such as additional professional development and mentoring as negotiated with and agreed by the Principal.

(d) For the purposes of Schedule 1, graduate teachers will be designated GT1, GT2 and GT3.

3. Proficient Teacher (PT1 - PT5)

(a) The progression from graduate teacher to proficient teacher will be in accordance with the incremental steps.

(1) The proficient teacher will have a professional development plan approved by the Principal.

(2) For the purpose of Schedule 1, Proficient Teachers will be designated PT1, PT2, PT3, PT4, PT5 and PT6.
4. **Proficient Teacher (PT6)**

In addition to the incremental progression, the progression from PT5 to PT6 requires the Teacher to meet the following criteria. These criteria are:

(a) Accreditation as a teacher in Lutheran schools;
   (1) Accreditation (A₂) for those teaching Christian Studies; or
   (2) Accreditation (A₁) for all other teachers;

(b) An agreed Professional Learning Plan (refer to Clause 29 Professional Development);

(c) Written application to request advancement to PT6 is to be prepared by the teacher advising that the teacher has achieved the requirements of the (a) and (b) of this clause 4.

(d) Assessment of the application for PT6

   (1) Upon receipt of the written application from a teacher in accordance with this clause 4, the Principal shall determine that either:

       (A) The teacher shall be classified as PT6 or
       (B) The applicant has not achieved all criteria

   (2) The process is to be concluded within ten (10) school days

       (A) If the applicant is successful and is granted PT6 status, the applicant will be paid from either the first full pay period after the date of notification of PT6, or from a date ten (10) school days from receipt of application (whichever is earlier). The applicant will be notified in writing.

       (B) If the applicant is unsuccessful the Principal shall advise the applicant in writing with reasons why the application was unsuccessful. The applicant may apply as soon as any deficiencies are rectified.

(e) An annual review of performance of each PT6 is to be conducted by the Principal or delegate against the Professional Teacher Standards as defined in the ‘National Professional Standards for Teachers’. Any concerns are to be identified and Professional Learning Plans are to be established to address concerns.

5. **Highly Accomplished Teacher (HAT) and Lead Teacher (LEAD)**

In schools covered by this agreement, a teacher who has been granted certification by the South Australian Teacher Certification Committee (SATCC) as a Highly Accomplished Teacher or a Lead Teacher and has been accredited as a teacher in a Lutheran school is eligible for the salary as set down in Schedule 1 altered in accordance with clause 2 of the MOU.

6. **Teachers classified as DECD Step 9 Teachers (or equivalent) recruited from schools not covered by this Agreement**

Should a teacher classified as DECD Step 9 (or equivalent) from a school not covered by this Agreement, be recruited by a Lutheran school covered by this Agreement, the teacher will be classified as PT6, provided that:

(a) the teacher has served for greater than 1 year FTE at DECD Step 8 or equivalent (now PT5)

(b) within 3 years the teacher has achieved accreditation as a teacher in Lutheran Schools, as either:

   (1) Accreditation as a teacher (A₁) or
   (2) Accreditation as a teacher of Christian Studies (A₂)
If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.

(c) The teacher has a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

7. Teachers classified as ASTs recruited from schools not covered by this Agreement.

Should a teacher classified as AST from a school not covered by this Agreement, be recruited by a Lutheran school covered by this Agreement the teacher will be classified as ‘PT6 and shall:

(a) within 3 years achieve accreditation as a teacher in Lutheran Schools, as either:
   
   (1) Accreditation as a teacher (Aₜ) or
   
   (2) Accreditation as a teacher of Christian Studies (Aₜₑ)

   If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.

(b) The teacher has a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service to do so. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

(c) If the requirements (a) and (b) of this clause have been met the teacher may either:

   (1) Retain the classification of PT6, or

   (2) Make an application for Highly Accomplished Teacher

8. A Lead Teacher or equivalent recruited from a school not covered by this Agreement

A Lead Teacher or equivalent recruited from a school not covered by this Agreement, who is recruited by a School covered by this Agreement will be paid as a Lead Teacher and shall:

(a) Within 3 years achieve accreditation as a teacher in Lutheran Schools, as either:

   (1) Accreditation as a teacher (Aₜ) or

   (2) Accreditation as a teacher of Christian Studies (Aₜₑ)

   If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.

(b) The teacher has a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service to do so. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

9. Incremental Advancement of Salary

(a) Graduate Teachers (GT) and Proficient Teachers (PT) who are entitled to an incremental step in the salary scale in Schedule 1 shall progress to the next higher incremental step after 12 months of full time service.
(b) Part time teachers will be entitled to the next higher incremental step of the scale after 12 months equivalent fulltime teaching experienced wherever gained.

(c) A full time year of teaching service for causal teachers is deemed to be 200 full casual days in Australian schools.
Attachment 3

Revised Schedule 3 from the Enterprise Agreement

Schedule 3 - Transition Arrangements for Teachers for 2012

1. Teachers classified as Advanced Skills Teachers (AST) under the previous agreement

   Teachers classified as Advanced Skills Teachers (AST) at commencement of the 2012 enterprise agreement (that is 23 May 2012) will have the classification “AST Holding” with the following conditions:

   (a) Salary to be PT6 plus an additional sum of $1,424 (equivalent to 1 PAR point as per the Enterprise Agreement at 1 August 2013)

   (b) An ‘AST Holding’ classification will be for a maximum of 3 years from 23 May 2012 during which time, the teacher classified as ‘AST holding’ shall either:
       (1) Make application for Highly Accomplished Teacher, or
       (2) Revert to PT6

2. Teachers classified as Step 10 Teachers under previous Agreement.

   Teachers prior to the operation of this Agreement who were classified as Step 10 Teachers and who have achieved the following requirements will translate to classification of PT6 if the following criteria have been met:

   (a) The teacher has served for greater than 1 year FTE at Step 10 (now PT5) and

   (b) The teacher has a Professional Learning Plan negotiated with the Principal or delegate in place.
       If a teacher has no negotiated Professional Learning Plan in place, the teacher has until the end of the third school term after commencing service as a PT6 to do so. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5. And

   (c) The teacher has achieved appropriate accreditation as a teacher in Lutheran schools either
       (1) Accreditation as a teacher (At) or
       (2) Accreditation as a teacher of Christian Studies (Ac)

       Or

   (d) The teacher who has commenced the accreditation process must complete the accreditation within 3 years.

       If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.

   (e) After advancement, Schedule 2 Clause 4 (e) shall apply
Attachment 4

Revised Clause 4, 5, and 6 for Schedule 4 in Enterprise Agreement

Schedule 4 - Positions of Additional Responsibility (PAR) for Teachers

4 Teachers who are assigned leadership positions which have been classified with more than 7 leadership points will be paid the leadership allowance in addition to their substantive salary but although these teachers are entitled to apply for the classification of Highly Accomplished or Lead Teacher Classification, they are not eligible to receive the salary pertaining to those classifications recognising that leadership duties at these levels customarily have diminished classroom teaching duties.

5 Teachers with PAR in receipt of 7 or more leadership points will have as their substantive salary the PT6 salary.

6 For Highly Accomplished and Lead Teachers to retain their Highly Accomplished and Lead Teacher status and salary Highly Accomplished and Lead Teachers are expected to maintain their classroom teaching duties and are entitled to receive a maximum of 7 leadership points and associated time allowance