



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Dr Daniel J White, Executive Director of Catholic Schools and legal representative of Sydney Catholic Schools T/A Sydney Catholic Schools (AG2017/1032)

PRINCIPALS (ARCHDIOCESE OF SYDNEY) ENTERPRISE AGREEMENT 2017-2019

Educational services

COMMISSIONER JOHNS

SYDNEY, 26 APRIL 2017

Application for approval of the Principals (Archdiocese of Sydney) Enterprise Agreement 2017-2019.

[1] On 28 March 2016, Dr Daniel J White, Executive Director of Catholic Schools and legal representative of Sydney Catholic Schools T/A Sydney Catholic Schools (**Applicant**) made an application for approval of the *Principals (Archdiocese of Sydney) Enterprise Agreement 2017-2019 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 3 May 2017. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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**PRINCIPALS (ARCHDIOCESE OF
SYDNEY) ENTERPRISE AGREEMENT
2017-2019**

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PART 1

APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the *Principals (Archdiocese of Sydney) Enterprise Agreement 2017-2019*.

2. COVERAGE

2.1 Subject to **subclause 2.2**, this Agreement covers and applies to:

- (a) the Employer, Dr Daniel J White, Executive Director of Catholic Schools and legal representative of Sydney Catholic Schools ABN 82 780 246 140;
- (b) Principals employed by an Employer who work in any registered school operated by an Employer or Trades Skills Centre operated by an Employer; and
- (c) the Union.

2.2 This Agreement does not cover or apply to:

- (a) a Priest or member of a recognised religious order, not including a person who is an Employee and otherwise covered by this Agreement;
- (b) a person who is employed to work in Early Learning Centres, Pre-Schools, or Before and After School Care and Vacation Care centres;
- (c) a person who is employed as a consultant, education officer or leader of learning (however named) who is based in and reports through a CEO notwithstanding the fact that they work in schools as part of their normal duties; and
- (d) a person whose usual location of work is not a registered school or trades skills centre;
- (e) a person who is a volunteer or contractor; and
- (f) a person who works in a non-educational and commercially focussed enterprise that is conducted on the Employer's premises, regardless of whether it is linked to a trade skills centre or operated by a third party (the 'enterprise'). If a person has two roles within both a school and the enterprise this exclusion will only apply to that part of their role which is exclusively within the enterprise.

3. TERM AND OPERATION

3.1 TERM

- (a) This Agreement will come into effect from 1 January 2017 ('the commencement date') or seven days after the date of approval by

the Fair Work Commission, whichever is later, and remains in force until 31 December 2019.

- (b) The pay rates provided for in this Agreement will commence from the first pay period on or after 1 January 2017. If this Agreement commences after the start of the first pay period on or after 1 January 2017, the Employer shall pay the Principal the difference (if any) between the rates provided in this Agreement and the rates of pay actually paid for the period between the start of the first pay period on or after 1 January 2017 and the commencement of the Agreement, as soon as practicable after commencement of the Agreement.

3.2 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The National Employment Standards continue to apply to Principals covered by this Agreement, except where this Agreement provides a more favourable outcome for the Principal in a particular respect.

3.3 EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement.

3.4 SAVINGS

No Principal employed prior to the commencement date will, as a result of this Agreement receive a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date with application of the 2.5% increase from the start of the first pay period on or after 1 January 2017 on existing 2016 rates.

4. DEFINITIONS

In this Agreement:

- **'Act'** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- **'this Agreement'** means the *Principals (Archdiocese of Sydney) Enterprise Agreement 2017*.
- **'AITSL'** means the Australian Institute for Teaching and School Leadership.
- **'Australian Professional Standard for Principals and the Leadership Profiles'** means the Standard and Profiles that provide a public statement of what Principals are expected to know, understand and do to be successful. *The Australian Professional Standard for Principals and Leadership Profiles* as set out in **Annexure C** intend to make explicit the Leadership requirements, Professional Practices and Leadership Emphasis of high quality, effective leadership in 21st century Australian schools, which result in improved learning outcomes for students.
- **'casual Employee'** means a casual Principal.
- **'commencement date'** means 1 January 2017.

- **‘Diocese(s)’** means the Archdiocese of Sydney.
- **‘Employee’** means a person employed by an Employer as Principal.
- **‘Employer’** means the Employer, Dr Daniel J White, Executive Director of Catholic Schools and legal representative of Sydney Catholic Schools ABN 82 780 246 140. Note that the Employer is not the individual school.
- **‘full-time Employee’** means a full-time Principal.
- **‘FWC’** means the Fair Work Commission.
- **‘immediate family’** is as defined in the Act.
- **‘MySuper product’** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).
- **‘NES’** means the National Employment Standards as contained in Part 2-2 of the Act.
- **‘part-time Employee’** means a part-time Principal.
- **‘previous agreement’** means the *Principals (Archdiocese of Sydney) Enterprise Agreement 2015*, which applied, to an Employee prior to the commencement date.
- **‘Principal’** means a person appointed as such by the Employer and who is responsible for all aspects of educational leadership within a school.
- **‘student vacation period’ or ‘SVP’** means periods designated as school holidays for students, but excludes scheduled ‘student free days’ falling on a term day where staff attend work to participate in scheduled professional development activities.
- **‘registered school’ means** a school registered under the provisions of the *Education Act 1990* (NSW) or *Education Act 2004* (ACT), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities.
- **‘school’** means a ‘registered school’ and a ‘trades skills centre’.
- **‘school service date’** means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- **‘school year’** means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.
- **‘statement of service’** means a statement from an Employer on official letterhead that contains a Principal’s start date, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken and the paid promotion positions held by the Principal, including the position of Principal.
- **‘Sydney Catholic Schools Office’ (SCSO)** means the central office(s) (and regional office(s)) (however named) of the Employer where the provision of schooling is directed, managed and/or controlled.

- **‘superannuation guarantee legislation’** includes the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee Administration Act 1992 (Cth)* as amended or replaced.
- **‘temporary Employee’** means a temporary Principal.
- **‘term day’** means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by an Employer.
- **‘term week’** means a week falling within the designated term time of a given school year as set out in the school calendar published by an Employer.
- **‘trades skills centre’** formerly known as a trades training centre, means a centre funded by the federal Trades Skills Centres program that provides secondary students from years 9-12 with access to vocational education and training in schools.
- **‘Union’** means the Independent Education Union of Australia.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

5.1 An Employer and Principal covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;
 - (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Principal in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
- (c) the arrangement is genuinely agreed to by the Employer and Principal.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Principal being better off overall than the Principal would be if no arrangement was made.

5.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Principal; and

- (c) is signed by the Employer and Principal and if the Principal is under 18 years of age, signed by a parent or guardian of the Principal; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Principal will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

5.4 The Employer must give the Principal a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 The Employer or Principal may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Principal agree in writing - at any time.

6. NO EXTRA CLAIMS

- (a) Except as provided by the Act, prior to 31 December 2019, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.
- (b) The parties agree that during the term of the Agreement they will participate in discussions with a view to incorporating higher levels for Principals in the next Enterprise Agreement, with reference to the expectations of the Australian Professional Standard for Principals.

7. ACCESS TO THE AGREEMENT

The Employer will ensure that a copy of this Agreement and the NES are readily accessible to all Principals.

PART 2

ROLE, SELECTION AND APPOINTMENT

8. MISSION OF CATHOLIC SCHOOLS

8.1 Archdiocese of Sydney Catholic Schools strive to be:

- (a) truly Catholic in their identity and life;
- (b) centres of the new evangelisation;
- (c) places where the dignity and potential of every student is recognised and developed;
- (d) places where students are formed in the faith and can achieve high levels of 'Catholic religious literacy' and practice;
- (e) places where the learning outcomes of every student are improved.

8.2 ROLE OF PRINCIPALS

Principals are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

- (a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education; and
- (c) will avoid any influence on staff and students that is not consistent with such mission, teachings or ethos.

It is acknowledged that the Employer may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines, including affirmations contained within the Statement of Commitment.

9. SELECTION AND APPOINTMENT PROCEDURES

9.1 Except where the position is filled temporarily by the Assistant Principal, full-time and part-time positions of more than one term in duration will normally be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented Employer selection process and appointment procedures of the Employer.

9.2 CONTRACT

The Employer will provide a Principal (other than a casual Principal), on appointment, with a contract, which must include:

- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the contract will inform the Principal of the reason the employment is temporary, the term of the appointment and the date of commencement;
- (b) the location(s) of work;
- (c) the rate of pay of the Principal applicable on commencement; and
- (d) a statement in relation to superannuation benefits.

9.3 TERM OF APPOINTMENT

- (a) A person appointed as a Principal for the first time shall normally be provided with an initial two year appointment;
- (b) After the initial two year appointment on satisfactory contract renewal the Principal shall normally be offered a four year appointment; and
- (c) After the first four year, appointment on satisfactory contract renewal the Principal shall normally be offered a further four-year appointment.
- (d) The Regional Director shall enter into discussions with a Principal who has completed 8 years in a particular school, during their 8th year, about whether any further period will be granted in that school (subject to contract renewal), and whether it is in the interests of the school and the individual that the Principal seek a leadership position in a different setting.
- (e) Normally a Principal will be appointed to a particular school for a maximum period of ten years, although the Executive Director may agree to a further appointment. Towards the end of the period of appointment in the one school, the Employer will identify, in consultation with the Principal, alternate employment opportunities. These may include, but are not limited to, appointment to another school as Principal or appointment to a teaching position in another school. In such case the Principal shall receive the salary applicable to the former position (if higher than the applicable salary in the new position) for a period of twelve months from the end of the contract period.

10. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 10.1 If any of the circumstances referred to in **subclause 10.2** below apply to a Principal and the Principal would like to change his or her working arrangements because of those circumstances, then the Principal may request the Employer for a change in working arrangements relating to those circumstances

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

10.2 The following are the circumstances:

- (a) The Principal is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Principal is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the Principal has a disability;
- (d) the Principal is 55 or older;
- (e) the Principal is experiencing violence from a member of the Principal's family;
- (f) the Principal provides care or support to a member of the Principal's immediate family, or a member of the Principal's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, a Principal who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Principal to care for the child.

10.3 The Principal is not entitled to make the request unless:

- (a) for a Principal other than a casual Principal – the Principal has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual Principal – the Principal:
 - (i) is a long term casual Principal of the Employer immediately before making a request; and
 - (ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- (c) the request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

10.4 The Employer must give the Principal a written response to the request within 21 days, stating whether the Principal grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

- (a) that the new working arrangements requested by the Principal would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Principals to accommodate the new working arrangements requested by the Principal;
- (c) that it would be impractical to change the working arrangements of other Principals, or recruit new Principals, to accommodate the new working

arrangements requested by the Principal;

- (d) that the new working arrangements requested by the Principal would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Principal would be likely to have a significant negative impact on student learning or the operation of the school.

PART 3

TERMS OF ENGAGEMENT

11. EMPLOYMENT OF A PRINCIPAL

11.1 A Principal will be employed as a full-time or part time Principal (including as a temporary full-time or part-time Principal) or as a casual Principal.

11.2 Consistent with the *Australian Professional Standard for Principals and Leadership Profiles* as set out in **Annexure C**, a Principal's normal professional duties include, but are not limited to, leading teaching and learning, leading catholic identity and mission, developing self and others, leading improvement innovation and change, leading the management of the school and engaging and working with the community and all other tasks as required by the Executive Director or delegate.

11.3 An experienced Principal will as part of their professional contribution to the system be available to mentor or otherwise support first time Principals and to represent the system in a variety of forums on panels and committees as required. This expectation will ordinarily be fulfilled by but is not limited to a Principal at the third step of a band (that is, who is in, at least, their third contract period).

11.4 PROFESSIONAL LEARNING AND DEVELOPMENT

- (a) Principals are encouraged and will be supported by the Employer in their professional learning, including by way of self-reflection in their day-to-day work, collaboration with colleagues, discussion with leaders, peer observation of classes and pursuing research or studies in their own time.
- (b) The Employer shares a responsibility for professional learning and will provide a range of professional learning opportunities for Principals.

11.5 PRINCIPAL PROFESSIONAL GROWTH AND DEVELOPMENT

- (a) A Principal who has completed their first two years as a Principal and has commenced their second contract period shall be provided with access to a faith formation experience (i.e. retreat, immersion or religious studies).
- (b) A Principal who has completed six years of service as a Principal and has commenced their third contract and seventh year of Principalship will have access to five weeks paid renewal leave and reasonable expenses to a maximum agreed beforehand with the Regional Director to undertake an experience of professional development.
- (c) A Principal who has completed at least their first two years as a Principal who is undertaking doctoral studies will be given access to support and some paid leave as agreed before the commencement of studies.

11.6 MISCELLANEOUS CONDITIONS

The Employer shall provide a Principal with professional resources, which shall include a laptop (or alternative computer device) and phone, purchased out of school monies and recorded on the school assets register. These items are to be retained at the school once the Principal leaves unless otherwise agreed to in writing by the Regional Consultant. The Principal will be reimbursed by the Employer out of school monies for the cost of phone calls made in the course of work.

PART 4

CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR PRINCIPALS

12. PRINCIPALS SALARY AND CLASSIFICATION STRUCTURE

12.1 MINIMUM ANNUAL SALARY

- (a) The minimum annual salary payable to Principals shall be the appropriate rate as set out in

Table 1 - Annual Salary of Part B - Monetary Rates from commencement of the first full pay period on or after 1 January 2017,

and as determined in accordance with this clause **12 Principals Salary and Progression**. Fortnightly rates will be calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

- (b) The Principal shall be appointed to the level as determined by the enrolment band of the school, as set out in the relevant Table in accordance with **paragraph 12.1 (a)**, in accordance his or her years of experience as a Principal determined in accordance with this Clause 12 Principals Salary and Progression

12.2 ENROLMENT BAND PROGRESSION AND VARIATION

- (a) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to this clause **12 Principals Salary and Progression** and the relevant Table of **Part B- Monetary Rates**.
- (i) If the enrolment of a school at the August census date increases such that a different enrolment band is applicable and such increase is maintained at the February census date, then the salary of the Principal shall increase (retrospectively) from the beginning of that school year. If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased (retrospectively) from the beginning of that school year.
- (ii) If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be

nevertheless maintained at the higher band until at least the end of the current contract of the Principal.

12.3 APPOINTED PRINCIPAL LEVEL PROGRESSION LEVELS 1 TO 3

- (a) An appointed Principal in levels 1 to 3 shall be paid at the second step of each level as determined by the enrolment band of the school.
- (b) A Principal will progress from the second step to the third step when the Principal has completed four years of service on the second step and continues to have satisfactory performance on that step. Satisfactory performance will normally be confirmed through the performance review and renewal process.
- (c) Progression to the next step will take effect from the commencement of the first full pay period on or after the appointment of the Principal on the new contract.

12.4 APPOINTED PRINCIPAL LEVEL PROGRESSION LEVELS 4 TO 8

- (a) Subject to subclause **12.5**, an appointed Principal in levels 4 to 8 shall be paid at the first step of each level as determined by the enrolment band of the school.
- (b) A Principal will progress from the first step to the second step when the Principal has completed two years of service on the first step and continues to have satisfactory performance on that step. Satisfactory performance will normally be confirmed through the performance review and renewal process.
- (c) A Principal will progress from the second step to the third step when the Principal has completed four years of service on the second step and continues to have satisfactory performance on that step. Satisfactory performance will normally be confirmed through the performance review and renewal process.
- (d) Progression to the next step will take effect from the commencement of the first full pay period on or after the appointment of the Principal on the new contract.

12.5 APPOINTMENT TO A NEW SCHOOL

- (a) Where a Principal on step 2 or 3 has been appointed to a school in a higher enrolment band than the school at which the Principal was previously appointed as Principal, then the Principal shall be appointed to the second step of the higher level.
- (b) Where a Principal has been appointed to a school in a lower enrolment band than the school at which the Principal was previously appointed as Principal, then the Principal shall be appointed to the second step of the lower level if they have two years of Principalship and the third step of the lower level if they have six or more years of Principalship.
- (c) Where a Principal has been appointed to a school in the same enrolment band as the school at which the Principal was previously appointed as Principal, then the Principal shall be appointed to the second step if they have two years of Principalship and the third step if they have six or more years of Principalship.

- (d) A Principal covered by paragraphs 12.5 (b) and (c) shall be entitled to progress to the next step in accordance with completion of the relevant period of service required for progression, including service at the previous school, notwithstanding that this is not confirmed by a contract renewal process. In the case of a Principal appointed pursuant to 12.5 (a), subject to subclause 12.7, progression within the higher level shall be subject to the normal performance review and renewal process from the time of appointment at the higher level.

12.6 ACTING PRINCIPALS

- (a) An Assistant Principal who acts in the position of an Acting Principal shall be paid at the first step of each level as determined by the enrolment band of the school.

12.7 RECOGNITION OF SERVICE

- (a) If a Principal has prior service as a Principal with another Diocese or Catholic independent school, this will be recognised for the purpose of salary progression. Such service will be deemed to be service as if it had been performed at a school of the Employer of corresponding size and as if the Principal had satisfactorily completed the contract renewal and performance review processes that would have applied had the Principal been employed by the Employer at that time.
- (b) Prior service as an Acting Principal for a period of at least 12 months with the Employer will be recognised for the purpose of service and progression pursuant to this subclause if it is immediately before the appointment as a Principal.

12.8 CONTRACT RENEWAL

- (a) The performance review and renewal process forms part of the contract renewal decision. From that process a recommendation is made to the Executive Director of Sydney Catholic Schools regarding whether a new contract should be issued. In making his or her decision the Executive Director of Sydney Catholic Schools will consider the recommendations of the performance review and renewal process, data regarding school performance, the tenure of the principal in the current setting, the needs of the school community and other relevant information.
- (b) The employer will seek to complete a performance review and renewal process no later than one term prior to the conclusion of the existing contract. Where the employer has not finalised the process by that date the current contract will be extended by six months to allow the process to occur. If at the end of that period there is a successful contract renewal any entitlement to an increase or progression will be backdated to the originally scheduled date of the new contract.
- (c) Where a contract is not renewed, the Employer in consultation with the Principal will identify alternate opportunities, which may include but are not limited to appointment to another school as Principal or appointment to a teaching position in another school. In such case the Principal shall receive the salary applicable to the former position (if higher than the applicable salary in the new

position) for a period of twelve months from the end of the contract period.

PART 5

PAY AND ALLOWANCES

13. PAYMENT OF SALARY

13.1 FORTNIGHTLY PAYMENTS

The salary payable to a Principal will be payable fortnightly and will be paid by electronic funds transfer into an account nominated by the Principal.

13.2 OVERPAYMENTS/ UNDERPAYMENTS

Where an Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Principal in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 29 - Dispute Resolution Procedures**.

13.3 SALARY PACKAGING

- (a) An Employer may offer and an Principal may elect to receive the value of their annual remuneration as a combination of salary or wages (payable fortnightly) and benefits payable by the Employer. The total value of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed for the Principal in this Agreement. Principals should seek their own independent financial advice before entering into such arrangements.
- (b) The Employer will determine the range of benefits available to the Principal and the Principal may determine the mix and level of benefits.
- (c) Any payment calculated by reference to the Principal's rate of pay and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on deathwill be at the rate prescribed by this Agreement.
- (d) Where the Employer offers and a Principal elects to receive their annual remuneration as a combination of salary (payable fortnightly) and additional superannuation, the additional superannuation is payable to any eligible superannuation fund identified by this Agreement and nominated by the Principal.

14. PART-TIME, PART - TIME TEMPORARY AND CASUAL PRINCIPALS

14.1 PAYMENT OF PART-TIME AND PART-TIME TEMPORARY PRINCIPALS

A part-time Principal, including a temporary part-time Principal, will be paid at the same rate as a full-time Principal with the corresponding classification, in accordance with the FTE load of the Principal.

14.2 CASUAL PRINCIPALS

- (a) The amount payable to a casual Principal from the first pay period on or after 1 January 2017 is as set out in **Table 2 – Casual Rates of Part B - Monetary Rates**.
- (b) The rates for a casual Principal will be payable at level 2 of the applicable enrolment band for the school.
- (c) The casual rates for Principals are calculated in accordance with the part time daily rate for a Principal plus a casual loading of 20%.

15. EXPENSE RELATED ALLOWANCES

15.1 TRAVEL EXPENSES

When a Principal in the course of their duty, is required to travel to any place away from their usual place of employment, they must be paid reasonable expenses actually incurred.

15.2 TRAVEL ALLOWANCE

- (a) A Principal required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 3 - Allowances of Part B - Monetary Rates**. These rates will be not less than those payable from time to time pursuant to the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015* or any enterprise agreement replacing it.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Principal is required to travel from their home to a location other than their usual place of employment, the Principal is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a Principal who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (ii) otherwise, a deduction of the usual costs of the Principal's journey to and from the usual place of employment (e.g. public transport fares), but only to

the extent that such usual costs have not also been incurred in respect of that day.

16. SUPERANNUATION

16.1 DEFINITIONS

For the purposes of this clause:

- (a) “Basic Earnings” means:
 - (i) the minimum annual rate of salary prescribed from time to time for the Principal by **subclause 12.1 Minimum Annual Salary**;
 - (ii) the amount of any payment made to the Principal pursuant to **Clause 20 - Salary Adjustment Formula and Student Vacation Periods** and **Clause 27 Termination of Employment**; and
 - (iii) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA).
- (b) “Fund” means:
 - (i) NGS Super;
 - (ii) The Australian Catholic Superannuation and Retirement Fund (ACSRF); and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the Principal is eligible to join and which is approved by the Employer as a fund into which a Principal of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Principal;

provided that, if offered as a default Fund, the Fund offers a MySuper product.

16.2 BENEFITS

- (a) The Employer will, in respect of each Principal employed by the Employer, and subject to the provisions of **subclause 16.4**, pay superannuation contributions into the Fund nominated by the Principal at the rate of 9.5 per cent of the Principal’s Basic Earnings.
- (b) The percentage rate in **paragraph 16.2 (a)** reflects, and will increase to reflect any future increases to, the “Charge Percentage” as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 16.2 (a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (c) Where a new Principal commences employment with the Employer, the Employer will advise the Principal in writing of the Principal’s superannuation entitlements under this Agreement and of the available Funds within two weeks of the date of commencement of employment. The Principal will advise the Employer in writing of their choice of Fund (as defined in **paragraph**

16.1(b)). If the Principal does not nominate a Fund, the Employer may nominate a default Fund. NGS Super will be made available by the Employer to each Principal.

- (d) Where a casual Principal has, at any time prior to the commencement date, met the requirements to be a “Qualified Principal” or ‘Qualified Employee’ with the Employer who is a party to this Agreement under the superannuation provisions of any agreement, transitional industrial instrument or NSW State award that applied to the Principal at the relevant time, then the Employer will continue to make superannuation contributions to that casual Principal under this subclause in respect of all days worked.

16.3 TRANSFERS BETWEEN FUNDS

If a Principal is eligible to belong to more than one Fund, the Principal will be entitled to notify the Employer that the Principal wishes the Employer to pay contributions in respect of the Principal to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

- (a) of the Principal’s application to join the other Fund; and
- (b) that the Principal has notified the trustees of the Principal’s former Fund that the Principal no longer wishes the contributions which are paid on the Principal’s behalf to be paid to that Fund.

16.4 EXCEPTIONS

An Employer will not be required to make contributions under this Agreement in respect of a Principal who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) subject to the provisions of **paragraph 16.2(d)** (Qualified Principal), earns less than \$450 salary per month; or
- (c) is under the age of 18 years old and works less than 30 hours per week; or
- (d) is otherwise referred to in section 27 of the SGAA.

PART 6

HOURS OF WORK

17. HOURS OF WORK FOR PRINCIPALS

This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Principal may be averaged over a twelve month period.

18. MEAL AND REST BREAKS

A Principal should endeavour to take at least one uninterrupted meal break of 30 minutes during the school day for their health and wellbeing.

19. ANNUAL LEAVE

19.1 ENTITLEMENT

All Principals (other than Casual Principals) are entitled to four weeks of paid annual leave for each year of service. A Principal's entitlement to paid annual leave accrues progressively during the school year according to the Principal's ordinary hours of work, and accumulates from year to year.

19.2 TAKING OF LEAVE

- (a) Principals are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) Annual leave is exclusive of public holidays (in accordance with **Clause 21 – Public Holidays**)
- (c) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Principal, any re-credited leave be taken during non-term weeks.

19.3 ANNUAL LEAVE LOADING

- (a) A Principal is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Principal.
- (b) Annual leave loading is automatically paid to a Principal as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Principal's ordinary rate of pay as at 1 December. Where a Principal has been employed continuously since the school service date, the payment of annual leave loading on 1 December is on the basis that the Principal has completed a full year of service with the Employer.
- (c) Where the employment of a Principal is terminated for any reason and at the time of termination the Principal has not been given and has not taken the whole of the annual leave to which they are entitled, they will be paid a loading calculated in accordance with this subclause for the period not taken.

20. SALARY ADJUSTMENT FORMULA AND STUDENT VACATION PERIODS

20.1 This clause provides for the payment of Principals during student vacation periods, in the circumstances where an Principal has:

- (a) commenced employment after the commencement of the School Year or terminated employment;

- (b) taken leave without pay of greater than 20 pupil days during the school year;
or
- (c) has experienced a variation in FTE load or hours of work during the School Year.

The payment provided in this clause is inclusive of entitlements to Annual Leave under the relevant provisions of the Act. In all other circumstances a Principal will be paid their ordinary pay throughout each week of the student vacation periods.

20.2 SCHOOL YEAR

For the purposes of this clause a School Year commences on the first day of Term 1 and concludes on the day immediately before the first day of Term 1 in the next school year.

20.3 HOURS BASED CALCULATIONS

For the purposes of this clause only:

- (a) Full-time Principals will be deemed to work 38 hours per week, and part-time Principals will be deemed to work a proportionate amount. For example a 0.2 FTE Principal will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Principal will be deemed to be equivalent to 3.8 hours;
- (b) The applicable hourly rate of pay for a Principal will be calculated by dividing the applicable fortnightly rate of pay, as set out in **subclause 12.1**, by 76.

20.4 CALCULATION OF ENTITLEMENT

Each Principal will accumulate payment for Student Vacation Periods (their “SVP Balance”) in hours, progressively throughout the term time worked by the Principal in each School Year subject to the following provisions:

- (a) Full-time Principals will be deemed to work 38 hours per week, and part-time Principals will be deemed to work a proportionate amount. For example a 0.2 FTE Principal will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Principal will be deemed to be equivalent to 3.8 hours;
- (b) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a School Year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays;
- (c) For the 2017 school year the SVP Ratio is 0.286 (being 58 weekdays falling within student vacation periods divided by 203 weekdays falling during term time);

- (d) Six months prior to the commencement of the 2018 and 2019 school year the employer, following consultation with the IEU, will confirm the SVP Ratio calculated in accordance with the formula in paragraph 20.4(b);
- (e) For every hour worked by a Principal during term time, that Principal's SVP Balance will be increased by the amount of the SVP Ratio for that school year;
- (f) For each hour a Principal is paid during a student vacation period, an hour will be deducted from the Principal's SVP Balance.

20.5 PAYMENT FOR STUDENT VACATION PERIODS

Principals must be paid during student vacation periods for the same hours they would normally be scheduled to work during term time, subject to the proviso that, if a Principal's SVP Balance has been exhausted that Principal will have no further entitlement to payment during that particular student vacation period.

20.6 PAYMENT OF OUTSTANDING SVP BALANCES

- (a) Principals must be paid any outstanding SVP Balances immediately upon:
 - (i) termination of employment; or
 - (ii) the conclusion of the school year; or
- (b) A Principal proceeding upon a period of leave without pay, including unpaid parental leave, that is to conclude in the following School Year, may request that the payment of their outstanding SVP balance be made at a time prior to the conclusion of the school year. The Employer will make such payment in accordance with the Principal's request, as soon as practicable.

20.7 NOTIFICATION BY THE EMPLOYER

Where a Principal:

- (a) commences employment after the start of a School Year;
- (b) has a change in teaching load or working hours during the course of a School Year; or
- (c) takes approved leave without pay or unpaid parental leave during the school year;

the Employer must advise the Principal in writing that that Principal may be subject to a reduction in salary or wages in the immediately following student vacation period and/or the student vacation period following Term 4.

21. PUBLIC HOLIDAYS

- 21.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a

public holiday.

- 21.2 A Principal is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Principal is based for work purposes.
- 21.3 Full-time and part-time Principals will be entitled to the above holidays without loss of pay, provided that a Principal will only be paid for such holidays that occur on days the Principal is normally or regularly rostered to work their ordinary hours.
- 21.4 An Employer may request a Principal to work on a public holiday if the request is reasonable. A Principal may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.

22. PERSONAL/CARER'S LEAVE

22.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- (a) A Principal will receive a one-off entitlement to 15 days Personal/Carer's Leave upfront (pro rata for a part-time Principal) on commencement of their first temporary block or permanent appointment in addition to that provided in **paragraph 22.1(b)**. This one-off entitlement will not apply where the Principal has transferred their accrued Personal/Carer's Leave from a participating employer as provided in **Annexure A – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**.
- (b) A full-time Principal will be entitled to 15 days Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to a Principal's ordinary hours of work.
- (c) A part-time Principal will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Principal.
- (d) A Principal may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Principal is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency, or domestic violence affecting the Principal; or
 - (ii) to provide care or support to a member of the Principal's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's control and is of an urgent and serious nature that requires the urgent

attendance of the Principal. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Principal's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Principal to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

- (f) When a Principal takes a period of paid Personal/Carer's Leave, the Employer must pay the Principal at the Principal's base rate of pay for the Principal's ordinary hours of work in the period. For the purposes of this clause 'base rate of pay' means the rate of pay payable to the Principal for ordinary hours of work.
- (g) A Principal is not to take paid Personal/Carer's Leave for any period in respect of which the Principal is entitled to workers compensation.
- (h) Where applicable, if a public holiday occurs during a Principal's absence on Personal/ Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

22.2 NOTICE REQUIREMENTS

As soon as practicable, and where possible prior to the Principal commencing such leave, a Principal will notify the Employer of:

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 22.1(d)**; and
- (c) the period, or expected period of their leave.

22.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by a Principal in a school year. For subsequent absences, the provisions set out in **paragraphs 22.3 (b) to (e)** will apply.
- (b) **FOR PERSONAL ILLNESS OR INJURY:**
 - (i) A Principal will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the Health Practitioner Regulation National Law (NSW) or Health Practitioner Regulation National Law (ACT) a registered health practitioner means an individual who practises one of the following professions including its specialities:
 - Chiropractic
 - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialist)
 - Medical
 - Nursing and midwifery
 - Optometry

- Osteopathy
 - Pharmacy
 - Physiotherapy
 - Podiatry
 - Psychology
 - Aboriginal and Torres Strait Islander health practice
 - Chinese medicine
 - Medical radiation practice; or
 - Occupational therapy.
- (c) **FOR UNEXPECTED PERSONAL EMERGENCY OR DOMESTIC VIOLENCE**, a Principal will, upon request, provide documentation acceptable to the Employer or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented the Principal from attending work.
- (d) **TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE PRINCIPAL'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER**, a Principal will, upon request:
- (i) produce a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
 - (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency, and that such unexpected emergency resulted in the person concerned requiring care by the Principal.
- (e) In normal circumstances, a Principal must not take Personal/Carer's Leave pursuant to **subparagraph 22.1 (d) (ii)** where another person has taken leave to care for the same person.

22.4 EMPLOYER CONCERNS ABOUT THE TAKING OF PERSONAL/CARER'S LEAVE

- (a) Notwithstanding **subclause 22.3**, where a Principal has either:
- (i) taken frequent single days of Personal/Carer's Leave; or
 - (ii) taken extended Personal/Carer's Leave; or
 - (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a student vacation period;

the Employer may take the following action:

- (iv) arrange a meeting in order to clarify their concerns with the Principal;
- (v) invite the Principal to respond verbally to the issues raised by the Employer; and

- (vi) allow the Principal, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).
- (b) After consideration of the Principal's response, the Employer may:
- (i) require further evidence of illness/ injury or care/support responsibility;
 - (ii) request the Principal to obtain a second opinion from another doctor at the Employer's cost;
 - (iii) request a more detailed estimation of the likely length of the absence;
 - (iv) require the Principal to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
 - (v) discuss with the Principal any other action. This may include but is not limited to the Principal applying for flexible working arrangements.

22.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

If the full period of Personal/Carer's Leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year. No Principal will be subject to a cap on the maximum number of Personal/Carer's leave days that can accumulate from year to year. (NB - see the previous agreement for arrangements that applied prior to 1 January 2016).

22.6 PORTABILITY

A Principal who was previously employed with a participating employer listed in **Annexure A – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**, may be eligible for portability of Personal/Carer's Leave. Arrangements for portability of Personal/Carer's Leave are set out in that Annexure.

22.7 UNPAID LEAVE FOR CARING PURPOSES

- (a) A Principal, including a casual Principal, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Principal's immediate family, or household requires care or support due to:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child.
- (b) A Principal cannot take unpaid carer's leave under this subclause if the Principal could instead take paid Personal/Carer's Leave.
- (c) A Principal's entitlement to take unpaid carer's leave under this subclause is subject to the Principal meeting the notice requirements set out in **subclause 22.2** and the evidence requirements set out in **subclause 22.3**.
- (d) An Employer must not fail to re-engage a casual Principal because the Principal accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Principal are otherwise not

affected.

22.8 SPECIAL LEAVE

- (a) A Principal (other than a casual Principal) is entitled to one day of paid Special Leave each calendar year, which is non-cumulative and which will not be deducted from Personal/Carer's Leave accruals.
- (b) Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Principal and where the commitment cannot be scheduled outside work time (for example, the graduation of a family member).
- (c) The Principal will provide the Employer with reasonable notice of their intention to take Special Leave to enable the Employer to plan for such an absence.
- (d) The Employer may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

23. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act will apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act, and any other statutory entitlement. Periods of unpaid parental leave will not count as service.

23.1 PAID PARENTAL LEAVE (PRIMARY CARE-GIVER)

- (a) A Principal will be entitled to take paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Principal.
- (b) Paid parental leave will be paid for 14 weeks at the rate of pay the Principal would have received, if the Principal had not taken parental leave. For example, where a Principal is on flexible working arrangements at the time of taking parental leave, the rate of pay will be at the rate at the time of taking the leave, i.e. the FTE or hours of the temporary arrangement rather than the permanent FTE or hours of the Principal. If the period of parental leave granted to the Principal is for less than 14 weeks then the period of paid parental leave will be for such lesser period.
- (c) This period will be inclusive of non-term weeks falling within the 14 weeks, other than where a Principal works up until the last day of a term in which case the parental leave will be deemed to commence from the first day of the following school term. For the purpose of this subclause, 'Non-Term Weeks' will not

include a period of four weeks of annual leave to which the Principal is entitled, and which is generally taken in first four weeks of the summer vacation period.

- (d) The Principal may elect to be paid during the period of paid leave in **paragraph 23.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) A maximum period of 14 weeks will be counted as service where payment is made in accordance with **paragraph 23.1(b)**.
- (f) Where a Principal applies for a lump sum payment in advance under **paragraph 23.1(d)**, the Principal will give the Employer at least one month's notice of intention.
- (g) If a female Principal has commenced paid parental leave and subsequently the female Principal's pregnancy results in a still birth or death of a child, the Principal will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Principal.
- (h) Paid parental leave will commence no earlier than one term prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the Principal for adoption.
- (i) The Employer may deduct payment for any absence of the Principal (to which the Principal, but for this clause, would have been entitled under **Clause 22 - Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth, from the payment of paid parental leave to which the Principal is entitled pursuant to this clause.
- (j) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Principal for the purpose of **Clause 20 – Salary Adjustment Formula and Student Vacation Periods**.
- (k) A Principal on paid parental leave in accordance with this clause will not be employed as a casual Principal by their Employer during such paid leave.
- (l) Where a Principal gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Principal will be entitled to parental leave in accordance with the Act. However, the Principal will not be entitled to an additional 14 weeks payment in accordance with **paragraph 23.1(b)**.

Notation:

The Employer is of the view that, in the case of Principals, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employer is prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Principal agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

23.2 PAID PARENTAL LEAVE (NOT PRIMARY CAREGIVER)

- (a) Where a Principal has an entitlement to, and takes, parental leave under the Act but is not the primary person responsible for the care of the child, the Principal will be entitled to paid parental leave in accordance with this subclause.
- (b) A Principal will be entitled to one day of leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in **paragraph 23.2(b)**, a Principal will be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Principal's entitlement to paid personal/carer's leave in **Clause 22 - Personal/Carer's Leave**.
- (d) The Principal will be entitled to take such parental leave in the four weeks before the date, or expected date, of birth of the child and not later than four weeks after the birth of the child, provided that the Employer may, in exceptional circumstances, request the Principal take leave at a time outside the period specified in this paragraph. If the Principal chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, a Principal's entitlement to take paid parental leave cannot start earlier than, the date of the child's placement.
- (e) The entitlement to paid parental leave in **paragraphs 23.2(b) and 23.2(c)** is inclusive of, and not in addition to, the Principal's entitlement to take unpaid concurrent leave in accordance with the Act.
- (f) The Principal must give a minimum of four weeks written notice of the dates on which the Principal proposes to start and end the period of paid parental leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 23.2(d)** above.

23.3 PRIOR SERVICE WITH ANOTHER EMPLOYER OR CATHOLIC INDEPENDENT SCHOOL IN NSW OR THE ACT

For the purposes of eligibility for paid parental leave under this clause, an Principal who is not eligible for such leave because he or she has less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the current Employer if, immediately prior to commencement of service with the current Employer, they had 12 months of continuous service with a participating employer listed in **Annexure A – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)** or any other Catholic Independent School operating in NSW or the ACT.

23.4 CASUAL PRINCIPALS

An Employer will not fail to re-engage an eligible casual Principal because:

- (a) the Principal is expecting the birth of their child; or
- (b) the Principal is or has been immediately absent on parental leave.

The rights of the Employer in relation to engagement and re-engagement of casual Principals are not affected, other than in accordance with this clause.

23.5 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where a Principal is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave; and
 - (ii) provide an opportunity for the Principal to discuss any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave.
- (b) The Principal will take reasonable steps to inform the Employer about any significant matter that will affect the Principal's decision regarding the duration of parental leave to be taken, whether the Principal intends to return to work, and whether the Principal intends to request to return to work on a part-time basis.
- (c) The Principal will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 23.5(a)**.

23.6 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) A Principal entitled to parental leave may request the Employer to allow the Principal to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks, or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.
- (b) The request and the response must comply with the provisions of **Clause 10 - Right to Request Flexible Working Arrangements**.

24. LONG SERVICE LEAVE

24.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW)

The provisions of the *Long Service Leave Act 1955 (NSW)* will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

24.2 LONG SERVICE LEAVE ENTITLEMENT

The long service leave entitlement of a Principal will be:

- (a) in respect of full-time service of less than ten years service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Principal of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service completed by the Principal, a pro rata amount of the entitlement in **paragraphs 24.2(a) and (b)**, calculated according to the FTE load of the Principal during the period of part-time service.

24.3 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

- (a) Any Long Service Leave accrued by a Principal under a previous agreement or award or contract of employment prior to the commencement date will be preserved to the credit of the Principal. The rates of accruals under the previously applicable industrial instruments are summarised below as follows:

PREVIOUS AGREEMENT OR AWARD	CLAUSE	IN RESPECT OF THE PERIOD	CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE
<i>Principals (Archdiocese of Sydney, and Dioceses of Broken Bay and Parramatta) Enterprise Agreement 2013)</i>	15	Before 31 July 1985	.866 weeks per year
		1 August 1985 - 30 January 1995*	1.05 weeks per year up to 10 years 1.5 weeks per year after 10 years
		31 January 1995 – 31 January 2001*	1.3 weeks per year up to 10 years 1.9 weeks per year after 10 years
		1 February 2001 – 29 January 2006	1.3 weeks per year up to 10 years 2 weeks per year after 10 years
		30 January 2006 – Commencement Date of this Agreement	(a) 6.5 days per year up to 10 years of service; and (b) 10 days per year after 10 or more years service (c) pro rata of (a) and

(b) for part-time
periods of service

Note:

1. As at 30 January 2006, the existing long service leave accrual of a Principal was converted from weeks to days.

24.4 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) A Principal will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years service and on completion of each additional five years' service thereafter.

- (b) **NOTICE TO TAKE LEAVE**

When a Principal becomes entitled to Long Service Leave in respect of the Principal's service with the Employer, the Employer must give the Principal, and the Principal must take, the leave as soon as practicable, having regard to the needs of the Employer.

- (i) The Employer must give the Principal not less than two school terms notice of any requirement to take leave.
 - (ii) Unless the Employer otherwise agrees, a Principal must give not less than two school terms notice of their intention to take leave.
- (c) Long service leave accrued by the Principal will normally be taken at the Principal's current FTE load/ weekly hours at the time of taking the long service leave, unless otherwise agreed.

- (d) **LONG SERVICE LEAVE AND STUDENT VACATION PERIODS**

- (i) Long Service Leave will be exclusive of student vacation periods adjacent to or within the period of leave
 - (ii) Where a Principal wishes to take a short block of long service leave of less than one term immediately before or immediately after a student vacation period but neither in accordance with **paragraph 39.6(f)** nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the student vacation period adjacent to or within the period of leave.

- (e) **LONG SERVICE LEAVE IN SHORT BLOCKS**

- (i) A Principal who has five years of continuous service may apply to access short blocks of long service leave (of less than a term). The application may be approved at the discretion of the Employer having regard to:
 - (A) the educational needs of the students;
 - (B) the critical times of the school year;
 - (C) the personal circumstances of the Principal;
 - (D) the notice given and the period of leave requested by the Principal;and

- (E) if applicable, whether the total number of absences of the Principal on long service leave in a year is in accordance with Employer policy.
 - (ii) There is no minimum period of leave which must be accessed during a short block.
 - (iii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of student vacation periods adjacent to or within the period of leave.
- (f) **LONG SERVICE LEAVE AND LEAVE WITHOUT PAY**
- (i) A Principal may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete school terms. The Employer will ordinarily consent to such an arrangement as long as the full period of paid leave and leave without pay is in the same year.
 - (ii) Where a Principal is entitled to an amount of long service leave which is in excess of a school term the Principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Principal accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.
- (g) **LONG SERVICE LEAVE AND PARENTAL LEAVE**
- A Principal who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Principal would be otherwise entitled to take under the Act. The Principal will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.
- (h) **LONG SERVICE LEAVE AND CASUAL EMPLOYMENT**
- A part-time Principal may work casually whilst on long service leave, provided he or she does not work on the days that are the normal rostered days of employment.
- (i) **LONG SERVICE LEAVE AND PUBLIC HOLIDAYS**
- A period of long service leave is exclusive of a public holiday falling within it.

24.5 CASHING OUT LONG SERVICE LEAVE

After ten years' service with the Employer, a Principal may elect to 'cash out' a portion of their long service leave as follows:

- (a) the portion of Long Service Leave that may be cashed out must not include the

minimum leave entitlement under applicable State Long Service Leave legislation. This is because it is prohibited under State Long Service Leave legislation to 'cash out' long service leave;

- (b) the Principal must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Principal's entitlement to long service leave will be reduced by the extent of such payment.

24.6 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

In the case of an Principal who has completed at least five years' service with an Employer and the service of the Principal is terminated or ceases for any reason, such Principal must be paid their accrued long service leave balance calculated in accordance with this clause.

24.7 SERVICE

- (a) A Principal who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to a Principal who takes unpaid community service leave under the Act; a Principal who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.
- (b) A Principal whose employment was terminated by an Employer within one week of the end of any school term, and is reappointed by the same Employer before the expiration of two weeks after the commencement of the next school term will be deemed to have had continuous service for the purposes of long service leave.
- (c) For the purpose of Long Service Leave, the service of a Principal shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the Employer was as a teacher or consultant or similar position and part as a Principal.

24.8 LONG SERVICE LEAVE PORTABILITY

Eligible Principals are entitled to Portability of Long Service Leave as outlined in **Annexure B – Catholic Schools Intrastate Long Service Leave Portability Arrangement**.

25. OTHER LEAVE

25.1 COMPASSIONATE LEAVE FOR PRINCIPALS OTHER THAN CASUAL PRINCIPALS

- (a) A Principal (other than a casual Principal) will be entitled to paid compassionate leave as set out in the table below:

CIRCUMSTANCE IN WHICH LEAVE IS GRANTED	MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION
--	--

On the death of an immediate family member or household member (including attendance at their funeral)	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life	2 days

- (b) A Principal must notify the Employer as soon as practicable of their intention to take leave under **paragraph 25.1(a)** and must advise the Employer of the period, or expected period of the leave.
- (c) A Principal may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) Where a Principal takes compassionate leave in accordance with **paragraph 25.1(a)** an Employer, in its absolute discretion, may grant the Principal additional leave as leave without pay or leave with pay.
- (e) Where a Principal requests leave to attend a funeral for a person not specified in **paragraph 25.1(a)**, the Employer in its absolute discretion may grant the Principal leave, which will be deducted from the Principal's entitlement to Personal/Carer's Leave in **clause 22**.
- (f) A Principal may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will consider the circumstances of the Principal and the reasonable operational requirements of the School.

25.2 COMPASSIONATE ENTITLEMENT FOR CASUAL PRINCIPALS

- (a) A casual Principal is entitled to up to three days of unpaid compassionate leave on each occasion when a member of the Principal's immediate family or a member of the Principal's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) A casual Principal must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **paragraph 25.2(a)** and must advise the Employer of the period, or expected period of the leave.
- (c) A casual Principal may be required to provide the Employer with satisfactory

evidence of such death and/ or personal illness or injury.

- (d) An Employer must not fail to re-engage a casual Principal because the Principal has accessed the entitlements provided in this subclause. The rights of an Employer to engage or not engage a casual Principal are otherwise not affected.

25.3 COMMUNITY SERVICE LEAVE

- (a) An Employer will provide a Principal with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of an Principal (other than a casual Principal) in a community service activity has been approved by the Employer after consideration of the needs of the School, a Principal will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include working in the State or Territory Emergency Service or Volunteer Fire Brigade. A Principal will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) A Principal (other than a casual Principal) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Principal will be required to reimburse to the Employer any monies payable to the Principal for such attendance (excluding reimbursement of expenses) which required the Principal's absence from School.
- (d) The Principal must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Principal must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

25.4 MILITARY RESERVE LEAVE

A Principal who is a member of the Australian Military Reserve or other Australian military forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.

25.5 EXAMINATION AND STUDY LEAVE

A Principal (other than a casual Principal) who, for the purposes of furthering training which is relevant to their employment, enrolls in any course approved by the Employer at a recognised higher education institution, will be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) with pay on the day of their graduation; and
- (c) without pay for the purpose of attending any compulsory residential, school which is a part of such course.

25.6 OVERSEAS VOLUNTEER PROGRAMS

A Principal (other than a casual Principal), who has completed at least five years

continuous service with their Employer, will be entitled to leave without pay to work in an overseas volunteer program approved by the Employer. The leave will normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the Employer. Such leave without pay will not break continuity of service but does not count as service with the Employer for the purpose of long service leave or any other accrued entitlements.

PART 8

SUSPENSION AND TERMINATION OF EMPLOYMENT

26. SUSPENSION

- 26.1 Notwithstanding any of the provisions in this Agreement, an Employer may suspend a Principal with or without pay while considering any matter, which in the view of the Employer could lead to the Principal's summary dismissal.
- 26.2 Suspension without pay will not be implemented by the Employer without prior discussion with the Principal and will not, except with the Principal's consent, exceed a period of four weeks.

27. TERMINATION OF EMPLOYMENT

27.1 NOTICE OF TERMINATION

- (a) An Employer must not terminate a Principal's employment unless the Employer has given the Principal written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) An Employer must not terminate an Principal's employment unless:
- (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 27.1(c)**, or
 - (ii) the Employer has paid the Principal payment in lieu of notice of at least the amount the Employer would have been liable to pay the Principal had the Principal continued to work until the end of the notice period.
- (c) The employment of a Principal (other than a casual Principal) will not be terminated without the provision of notice in accordance with the following table:

EMPLOYEE	MINIMUM PERIOD OF NOTICE
Principal	Ten school term weeks' notice which must expire in the term it is given either: <ul style="list-style-type: none">(i) At the end of the said school term; or(ii) At least two weeks before the end of the said school term.

- (d) A Principal is required to give the same notice of termination to their Employer as set out in **paragraph 27.1 (c)**.
- (e) The notice periods above will not affect the right of the Employer to dismiss any Principal without notice for serious misconduct and in such case salary

will be paid up to the time of dismissal only.

27.2 PAYMENT ON TERMINATION

- (a) Principals will, upon termination of employment be paid all salary or wages and other monies due, and including any payments which may be due in lieu of annual leave (under the applicable provisions of **clauses 19 or 20**) and/or long service leave.
- (b) If a Principal fails to give the notice specified in **paragraph 27.1(d)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Principal. Any such deduction made by an Employer must be in accordance with section 324 of the Act.

27.3 STATEMENT OF SERVICE

- (a) On termination of employment the Employer will, on request, provide a Principal with a Statement of Service.
- (b) Upon request, a casual Principal will be supplied with a Statement of Service which sets out the number of days of duty undertaken by the Principal during the period of engagement.

28. REDUNDANCY PAY

28.1 Where an Principal's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC as set out in **subclauses 28.2 and 28.3**), will pay the following redundancy pay in respect of a continuous period of service:

- (a) Where a Principal is under 45 years of age, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	under 45 years
less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where a Principal is 45 years of age and over, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
	45 years of age and over
less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks' means the all-purpose weekly rate of pay for the Principal concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

28.2 INCAPACITY TO PAY

- (a) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 28.1**.
- (b) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 28.1** will have on the Employer.

28.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 43.1** if the Employer obtains acceptable alternative employment for a Principal.

28.4 TRANSFER TO LOWER PAID DUTIES

Where a Principal is transferred to lower paid duties following the process set out in **Clause 30 – Consultation Regarding Major Workplace Change**, the Principal will be entitled to the same period of notice of transfer as the Principal would have been entitled to if the Principal's employment had been terminated, and the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

28.5 TIME OFF DURING THE NOTICE PERIOD

- (a) A Principal given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the Principal has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Principal will, at the request of the Employer, be required to produce proof of attendance at an interview or the Principal will not receive payment for the time absent.

28.6 PRINCIPAL LEAVING DURING THE NOTICE PERIOD

A Principal given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Principal is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

28.7 NOTICE TO CENTRELINK

An Employer must provide written notice to Centrelink as required by section 530 of the Act.

28.8 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

The Employer will, upon receipt of a request from a Principal whose employment has been terminated, provide to the Principal an 'Employment Separation Certificate' in the form required by Centrelink.

PART 9

CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

29. DISPUTE RESOLUTION PROCEDURES

29.1 In the event of a dispute about a matter under:

- (a) this Agreement;
- (b) a Work Practices Agreement; or
- (c) the NES;

in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Principal or Principals concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Principal or Principals concerned and senior management as appropriate.

29.2 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 29.1** have been taken, a party to the dispute may refer the dispute to the FWC.

29.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and arbitration.

29.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

29.5 An Employer or Principal may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.

29.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, a Principal must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Principal to perform.

30. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

30.1 This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Principals of the enterprise.

30.2 The Employer must notify the relevant Principals and the Union, of the decision to introduce the major change. The Employer will notify the Principal of their right to appoint a representative for the purposes of consultation, and if the Principal advises the Employer of the identity of the representative, the Employer must recognise the representative.

30.3 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Principals:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Principals;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Principals; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Principals, and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Principals;
 - (iii) where a change involves the termination of an Principal's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Principals likely to be affected, and the number of Principals normally employed, and the period over which the terminations are likely to be carried out; and
 - (iv) any other matters likely to affect the Principals.

30.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Principals or their representative.

30.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Principals or their representative.

30.6 In this clause, a major change is likely to have a significant effect on Principals if it results in:

- (a) the termination of the employment of Principals; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Principals; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Principals; or
- (f) the need to relocate Principals to another workplace; or
- (g) the restructuring of jobs.

30.7 In this clause, 'relevant Employees' or 'relevant Principals' means the Principals who may be affected by the major change.

31. CONSULTATION ABOUT CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

31.1 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Principals, the Employer must consult with the Principal or Principals affected and their representatives, if any, about the proposed change. If the Principal is a member of the Union, the Principal may appoint the Union to be their representative.

31.2 The Employer must:

- (a) provide to the Principal or Principals affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Principal's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Principals;
- (b) invite the Principal or Principals affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Principal or Principals concerned and/or their representatives.

31.3 The requirement to consult under this clause does not apply where a Principal has irregular, sporadic or unpredictable working hours.

31.4 These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

32. FAIR PROCEDURES

32.1 DEFINITIONS

For the purpose of this clause:

- (a) **'Child'** means a person under the age of 18 years.
- (b) **'Exempt Allegation'** means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* (NSW) applies. These exemptions are:
 - (i) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards; or
 - (ii) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures; or
 - (iii) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974* (NSW).
- (c) **'Reportable Allegation'** means an allegation of reportable conduct against a Principal or an allegation of misconduct that may involve reportable conduct.
- (d) **'Reportable Conduct'** as defined in the *Ombudsman Act 1974* (NSW) means:
 - (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence); or
 - (ii) any assault, ill treatment or neglect of a child; or
 - (iii) any behaviour that causes psychological harm to a child;whether or not, in any case, with the consent of the child.

32.2 NATURAL JUSTICE TO PRINCIPALS IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) A Principal, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them and be given:
 - (i) an opportunity to respond to the reportable allegation or exempt allegation; and

- (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Principal, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Principal shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Principal's choice (a witness). The Principal will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

32.3 ACCESS TO FILES

The Principal may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Ombudsman Act 1974* (NSW):

- (a) Such Principal is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Principal, concerning a reportable allegation or an exempt allegation made against the Principal;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file;
- (c) The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation; or
 - (ii) compromise or put at risk the wellbeing or safety of another Principal, another child, a parent or a member of the community who is the alleged victim, the reporter of the allegation, or a witness in the investigation; or
 - (iii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegation; or
 - (iv) prevent the Employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against a Principal, in compliance with any statutory deadline.

32.4 RESPONSE TIME

- (a) The Principal must respond to the Employer with regards to any concerns they have, including submitting any further documentation, within 10 working days of inspecting the relevant file or part of the file.

- (b) The Employer must provide a reply to the issues raised by the Principal, place such documentation on the file and consider any material so raised with respect to the impact, if any, on the finding so made.

32.5 ADDITIONAL DOCUMENTATION FROM PRINCIPAL

- (a) A Principal against whom a reportable allegation or an exempt allegation has been made may submit to his or her Employer documentation, in response to the matters alleged against him or her.
- (b) The Employer must place such documentation on the file held by the Employer concerning the reportable allegation or exempt allegation made against the Principal.

32.6 CONFIDENTIALITY OF DOCUMENTS AND FILES

The Employer must implement procedures to safeguard the confidentiality of any file held by the Employer concerning any reportable allegation or exempt allegation made against a Principal.

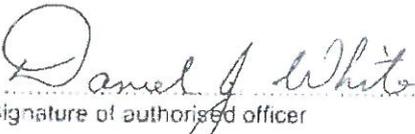
SIGNATURES TO THE AGREEMENT EXECUTED AS AN AGREEMENT

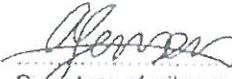
Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of Dr Daniel J White, Executive Director of Sydney Catholic Schools and legal representative of Sydney Catholic Schools ABN 82 780 246 140

by an authorised officer
in the presence of

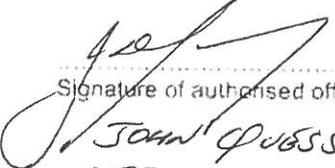

Signature of authorised officer


Signature of witness

Dr Daniel J White Executive Director
(Name / Title / Address of authorised officer)
38 Renwick St, Leichhardt
NSW 2040

Anne-Marie Fenion
(Name of witness)

SIGNED for and on behalf of the Independent Education Union of Australia, as a representative of employees by an authorised officer
in the presence of


Signature of authorised officer


Signature of witness

JOAN QUCESSY
485-501 WATTLE ST
ULTIMO 2006
(Name / Title / Address of authorised officer)

Carol Matthews
(Name of witness)

SECRETARY NSW/ACT BRANCH
IEUA

PART B - MONETARY RATES

TABLE 1 – ANNUAL SALARY

ENROLMENT BANDS	Level	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017(\$) (2.5%)	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018(\$) (2.5%)	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019(\$) (2.5%)
BAND 1 PRIMARY 101-149 STUDENTS	1.1	\$132,698	\$136,015	\$139,416
	1.2	\$140,719	\$144,237	\$147,843
	1.3	\$146,666	\$150,333	\$154,091
BAND 2 PRIMARY 150-299 STUDENTS	2.1	\$132,698	\$136,015	\$139,416
	2.2	\$140,719	\$144,237	\$147,843
	2.3	\$148,666	\$152,883	\$157,205
BAND 3 PRIMARY 300-449 STUDENTS	3.1	\$139,843	\$143,339	\$146,923
	3.2	\$147,203	\$150,883	\$154,655
	3.3	\$155,563	\$159,452	\$163,438
BAND 4 PRIMARY 450-599 STUDENTS	4.1	\$148,009	\$151,709	\$155,502
	4.2	\$155,799	\$159,694	\$163,686
	4.3	\$163,589	\$167,679	\$171,871
BAND 4 SECONDARY 450-599 STUDENTS	4.1	\$153,695	\$157,537	\$161,476
	4.2	\$161,784	\$165,829	\$169,974
	4.3	\$166,637	\$170,803	\$175,073
BAND 5 PRIMARY SECONDARY 600-899 STUDENTS	5.1	\$162,143	\$166,197	\$170,351

ENROLMENT BANDS		FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017(\$) (2.5%)	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018(\$) (2.5%)	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019(\$) (2.5%)
	5.2	\$170,676	\$174,943	\$179,316
	5.3	\$175,797	\$180,192	\$184,697
BAND 6 SECONDARY 900-1249 STUDENTS	6.1	\$166,361	\$170,520	\$174,783
	6.2	\$175,209	\$179,589	\$184,079
	6.3	\$180,466	\$184,978	\$189,602
BAND 7 SECONDARY 1250-1500 STUDENTS	7.1	\$173,392	\$177,727	\$182,170
	7.2	\$182,518	\$187,081	\$191,758
	7.3	\$187,993	\$192,693	\$197,510
BAND 8 SECONDARY 1500+ STUDENTS	8.1	\$180,264	\$184,771	\$189,390
	8.2	\$188,550	\$193,264	\$198,095
	8.3	\$190,130	\$194,883	\$199,755

Note

Fortnightly salary calculated in accordance with subclause 12.1- annual salary multiplied by 14 and divided by 365

Table 2 – Casual Rates

		CASUAL DAILY RATE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017 (\$)	CASUAL DAILY RATE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018 (\$)	CASUAL DAILY RATE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019 (\$)
BAND 1 PRIMARY* 101-149 STUDENTS	1.2	\$647.73	\$663.92	\$680.52
BAND 2 PRIMARY 150-299 STUDENTS	2.2	\$647.73	\$663.92	\$680.52
BAND 3 PRIMARY 300-449 STUDENTS	3.2	\$677.57	\$694.51	\$711.88
BAND 4 PRIMARY 450-599 STUDENTS	4.2	\$717.14	\$735.07	\$753.45
BAND 4 SECONDARY 450-599 STUDENTS	4.2	\$744.69	\$763.31	\$782.39
BAND 5 PRIMARY SECONDARY 600-899 STUDENTS	5.2	\$785.62	\$805.26	\$825.39
BAND 6 SECONDARY 900-1249 STUDENTS	6.2	\$806.49	\$826.65	\$847.31
BAND 7 SECONDARY 1250-1500 STUDENTS	7.2	\$840.08	\$861.08	\$882.61
BAND 8 SECONDARY 1500+ STUDENTS	8.2	\$867.89	\$889.59	\$911.83

Table 3 – Allowances

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis as follows;

TRAVEL ALLOWANCE	RATE \$
Less than 100km	\$0.65 per km
100km and over	\$0.50 per km

Note: These allowances are linked to those payable pursuant to the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015* or any agreement replacing such agreement. Updated rates will be circulated by the Employer from time to time.

ANNEXURE A

PERSONAL/CARER'S LEAVE PORTABILITY (NSW/ACT CATHOLIC SYSTEMIC SCHOOLS AND PARTICIPATING NSW/ ACT CATHOLIC INDEPENDENT SCHOOLS)

1. APPLICATION:

This Annexure sets out Personal/Carer's Leave portability for Principals who were previously employed by a Participating Employer.

Note: This Annexure establishes obligations on the Employers covered by this Agreement to recognise Personal/Carer's Leave portability for Principals.

Principals who intend on terminating their employment and obtaining employment with a new Employer should always refer to their proposed new Employer's industrial instruments for information about whether leave entitlements can be transferred.

A 'Participating Employer' includes:

- (i) Trustees of the Roman Catholic Church Diocese of Armidale;
- (ii) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;
- (iii) The Trustees of the Roman Catholic Church for the Diocese of Broken Bay;
- (iv) The Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
- (v) the Trustees of the Roman Catholic Church for the Diocese of Lismore;
- (vi) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office;
- (vii) Dr Dan White, Executive Director of Catholic Schools and legal representative of Sydney Catholic Schools;
- (viii) the Catholic Education Office, Diocese of Parramatta;
- (ix) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (x) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes); and
- (xi) the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System;

and

The NSW Catholic Independent Schools Employers listed below for Teachers and Principals only:

Brigidine College, St Ives	Chevalier College, Bowral
Christian Brothers High School, Lewisham;	Edmund Rice College, Wollongong;
Holy Saviour School, Greenacre;	Mater Dei, Camden;
Mount St Benedict College, Pennant Hills;	Oakhill College, Castle Hill;
Our Lady of Mercy College, Parramatta;	Red Bend Catholic College, Forbes;
Rosebank College, Five Dock;	Santa Sabina College, Strathfield;
St Dominic's College, Penrith;	St Edmund's School, Wahroonga;
St Edward's College, East Gosford;	St Gabriel's School, Castle Hill;
St Gregory's College, Campbelltown;	St Joseph's College, Hunters Hill;
St Lucy's School, Wahroonga;	St Mary Star of the Sea College, Wollongong;
St Patrick's College, Campbelltown;	St Patrick's College, Strathfield;
St Paul's International College, Moss Vale;	St Pius X College, Chatswood;
St Scholastica's College, Glebe;	St Vincent's College, Potts Point;
The John Berne School, Lewisham;	Trinity Catholic College, Lismore
Waverley College, Waverley	St Charbel's College, Punchbowl
St Augustine's College, Brookvale	

The ACT Catholic Independent Schools Employers listed below for Teachers and Principals only:

Daramalan College
The Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra
The Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra.

2. OPERATION

- (a) An Employee, who was previously employed with another Participating Employer on a full-time, part-time or temporary basis, will be entitled to portability of Personal/Carer's Leave as follows.
- (b) Untaken paid personal/carer's that has accumulated with the previous participating Employer will be credited to the Employee as accumulated personal/carer's leave on the commencement of their employment with the Employer. The maximum personal/carer's leave portable from a Participating Employer will be 150 days.
- (c) For an Employee to be eligible for portability of personal/carer's leave under this clause, the Employee must satisfy the following criteria:
 - (i) The Employee has commenced employment with the Employer within

six months or two terms, whichever is the greater, of the termination of the Employee's employment with the other Participating Employer.

- (ii) The former Participating Employer will provide to each Employee, on the termination of the Employee's employment, a completed version of the form set below and the Employee will provide the original completed form to the new Employer within four school weeks of the commencement of employment with the new Employer.

PART TO BE COMPLETED BY FORMER PARTICIPATING CATHOLIC EMPLOYER

[NAME OF EMPLOYEE] was employed by the Employer as [INSERT POSITION TITLE] on [INSERT COMMENCEMENT DATE] and ceased work on [INSERT DATE].

At that time untaken personal/carer's leave over the preceding [INSERT NUMBER] years of continuous service is as follows:

Set Out Record
(For example)

LAST YEAR OF EMPLOYMENT

**NUMBER OF
PERSONAL/CARER'S DAYS**

Year 2 accumulation	Personal/Carer's Days
Year 3 accumulation	Personal/Carer's Days
Year 4 accumulation	Personal/Carer's Days
Year 5 accumulation	Personal/Carer's Days
Year 6 accumulation	Personal/Carer's Days
(etc up to 15 years if necessary)	Personal/Carer's Days
Signature of Employer	Date

Note: Under this Arrangement, the maximum personal/carer's leave portable from a Participating Employer will be 150 days

PART TO BE COMPLETED BY EMPLOYEE

[INSERT NAME OF EMPLOYEE]

I, [INSERT NAME OF EMPLOYEE] was formerly employed by [INSERT NAME OF PARTICIPATING EMPLOYER] from [INSERT COMMENCEMENT DATE] to [INSERT LAST DAY OF EMPLOYMENT].

Signature

Date

ANNEXURE B

CATHOLIC SCHOOLS INTRASTATE LONG SERVICE LEAVE PORTABILITY ARRANGEMENT

1. APPLICATION

1.1 THIS ANNEXURE WILL APPLY TO:

- (a) The Employers listed in **clause 6**; and
- (b) Any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Sydney Catholic Schools Office or Catholic Schools Office operated by an Employer listed in **clause 6**:
 - (i) whose employment is terminated with an employer; and
 - (ii) who is subsequently employed by a new employer after 28 January 2005; and
 - (iii) who qualifies to transfer his/her long service leave entitlement from one employer to another employer under this Arrangement or the former industrial instrument the Catholic Schools Long Service Leave Portability (State) Agreement as made by NSW Industrial Relations Commission on 17 December 2004 and gazette in NSW Industrial Gazette Vol 350. Pg.1140.

2. OBJECTIVE

The principal object of this Annexure is to provide for the portability of Long Service Leave to employees engaged in Catholic Education Offices, Catholic Schools Offices, together with employees employed in schools of the organisations listed in Clause 6 under defined employment circumstances, (“continuous” service). Service will be deemed to be continuous when an employee terminates employment with a participating employer and shortly thereafter commences employment with another participating Employer.

3. DEFINITIONS

FOR THE PURPOSE OF THIS ANNEXURE:

- **‘Employer’** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- **‘Former Employer’** means any Employer listed in **clause 6** to this Annexure on the day of an employee’s last termination of employment.
- **‘New Employer’** means any Employer listed in **clause 6** to this Annexure immediately following an employee’s last termination of employment.
- **‘Service’** means service as an adult within the terms of the Long Service Leave

Act 1955 (NSW), as applicable as at the date of this Agreement

- **'Employee'** means any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in Clause 6 of this Annexure and who is eligible to be enrolled as a member of the Union.
- **'Union'** means the Independent Education Union of Australia.

4. LONG SERVICE LEAVE PORTABILITY

- 4.1 Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the *Long Service Leave Act 1955 (NSW)*, and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.
- 4.2 Continuous service with an Employer as at the operative date of this Agreement, will be recognised by another Employer for the purpose of this Annexure provided that:
- (a) The Employee has completed an initial qualifying period (the "Initial Qualifying Period") of:
 - (i) at least one year of continuous service with a participating employer listed in **clause 7** of this Annexure; or
 - (ii) at least five years of continuous service with a participating employer listed in **clause 8** of this Annexure.
 - (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with a new employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with a New Employer.
 - (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.
- 4.3 Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee's period of continuous service with the Former Employer will be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.
- 4.4 Prior service will be recognised by the New Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.
- 4.5 Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:
- (a) Service with the Former Employer will be recognised as service with the New Employer; and
 - (b) The accrued entitlement to long service leave recognised by the New Employer will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

5. ADMINISTRATIVE ARRANGEMENTS

- 5.1 Upon notification of termination the Employer will provide eligible employees with the following documentation:
- Prescribed form as set out in Part One of this Annexure;
 - Information sheet as set out in **Part Three** of this Annexure;
 - Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a)** to **5.4(f)** below); and
 - An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.
- 5.2 The employee will make an application in accordance with this Annexure in the prescribed form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.
- 5.3 The new employer will forward the completed application to the former employer.
- 5.4 On receipt of an application, the former employer will advise the new employer of the following details in relation to the applicant:
- (a) The period of service with the former employer;
 - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the former employer);
 - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
 - (d) The date of termination of employment;
 - (e) Details of past long service leave taken by the employee; and
 - (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5 The former employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the new employer.
- 5.6 The former employer will advise the new employer and the employee when the transfer has been affected.

6. PARTIES TO THE ANNEXURE

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wairoonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wairoonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	St Augustine's College, Brookvale

7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland	

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St. Clare's College, Waverley
Boys' Town, Engadine*	St. Dominic's College, Penrith
Brigidine College, St Ives	St. Edward's College, Gosford
Chevalier College, Bowral	St. Edmund's College, Canberra
Christian Brothers High School, Lewisham	St. Edmund's School, Wahroonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart	St. Lucy's School, Wahroonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst

Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore
St. Augustine's College, Brookvale	Waverley College, Waverley
St. Charbel's College, Punchbowl	St Charbel's College, Punchbowl

Note: In respect of service prior to 30 January 2006, Boys' Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

8. FIVE YEAR QUALIFYING PERIOD

CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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9. AGREEMENT AND APPLICATION TO TRANSFER LONG SERVICE LEAVE

Agreement and Application to Transfer Long Service Leave Entitlements and Eligible Service in Accordance with the Catholic Schools Intrastate Long Service Leave Portability (State) Arrangement.

Within fourteen days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward/give this form to the New Employer. The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer.

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

1) I, _____ was until ____ / ____ / 20 ____

employed at _____

School/College by _____

(Former Employer).

2) As from ____ / ____ / 20 ____ I have been/will be employed by

(New Employer)

at _____ School/College.

- 3) I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance with the Catholic Schools Intrastate Long Service Leave Portability Arrangement.
- 4) I agree that all amounts of leave which may be due to me pursuant to the Long Service Leave Act 1955 (NSW) or the Long Service Leave Act 1976 (ACT), the Annexure or any enterprise agreement may be remitted to my New Employer and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my New Employer.
- 5) In consideration of the payment of the said amount to the New Employer:
 - a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.
 - b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Annexure or as agreed between the New Employer and myself.

Dated this _____ day of _____ 20 _____

SIGNED _____

ADDRESS

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, _____

for and on behalf of

with full authority to act on behalf of the New Employer in this regard, in consideration of the employee agreeing to employment by the New Employer and in consideration of the payment to the New Employer of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that the New Employer may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this _____ day of _____ 20 _____

For and on Behalf of the New Employer

PART THREE EMPLOYEE INFORMATION SHEET

EMPLOYEE INFORMATION SHEET

The Catholic Schools Intrastate Long Service Leave Portability Annexure (the “Annexure”) has been developed as a benefit to be provided to employees of participating NSW/ ACT Catholic Diocesan Authorities and participating Catholic Independent School Authorities in recognition of the significant contribution made by these employees in advancing the mission of the Catholic Church in the area of Catholic education.

A participating NSW/ ACT Catholic Diocesan Authority or participating Catholic Independent School Authority means any participating employer listed in **clause 6** of the Annexure.

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating employer and become employed by another participating employer in the capacity of Principal, Teacher, Adviser or General Employee within a period not exceeding the equivalent of two school terms.

At the time of an employee’s termination, the employee’s employer will provide them with the following documents if they have met the required qualifying period of continuous service:

- i) Application to transfer long service leave entitlements; and

ii) Details of long service leave entitlements.

An employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (Part One of the Annexure) and providing it to their new employer within 14 days of the commencement of their duties.

An employee who has made application for the transfer of their long service leave entitlements and for the recognition of eligible service will receive correspondence from their new employer to inform them that those entitlements have been transferred to them on their behalf and that such entitlements will continue to accrue in accordance with the enterprise agreement under which the employee is engaged.

ANNEXURE C
**AUSTRALIAN PROFESSIONAL
STANDARD FOR PRINCIPALS AND
THE LEADERSHIP PROFILES**



Australian Professional Standard for Principals and the Leadership Profiles



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“High-performing principals
are not just born, but can be made.

Linda Darling-Hammond





Introduction



Since 2011, the *Australian Professional Standard for Principals* ('the Standard') has provided a public statement setting out what school principals are expected to know, understand and do to succeed in their work. The Standard is an integrated model that recognises three Leadership Requirements that a principal draws upon, within five areas of Professional Practice.

The *Leadership Profiles* ('the Profiles') have since been developed and validated by the profession to describe each of the Leadership Requirements and Professional Practices in more detail.

The Profiles, developed directly from the Standard, are presented as a set of leadership actions that effective principals implement as they progress to higher levels of proficiency. Principals and aspiring principals can use the Profiles to help them grow and develop as school leaders.

The most effective leaders see learning as central to their professional lives. This document, the *Australian Professional Standard for Principals and the Leadership Profiles*, guides school leaders on their learning pathway. It will empower school leaders across the country to develop and support teaching that maximises impact on student learning.



Purpose

The Standard and the more detailed Profiles create and promote a shared vision, clarity of understanding and a common language around effective and high-impact school leadership. They draw on effective leadership practice both locally and internationally and are informed by research into what makes great principals.

The Australian Professional Standard for Principals

The Standard sets out what principals are expected to know, understand and do to succeed in their work and ensure their leadership has a positive impact. It takes full account of the crucial contribution made by principals in:

- raising student achievement at all levels and all stages
- promoting equity and excellence
- creating and sustaining the conditions under which quality teaching and learning thrive
- influencing, developing and delivering on community expectations and government policy
- contributing to the development of a twenty-first century education system at local, national and international levels.

Research and a substantial, evolving body of knowledge inform the Leadership Requirements and the Professional Practices that are at the core of the Standard and show that:

- effective leaders understand their impact
- leadership must be contextualised, learning-centred and responsive to the diverse nature of Australia's schools
- effective leadership is distributed and collaborative, with teams led by the principal working together to accomplish the vision and aims of the school
- the practices and capabilities of leaders evolve as they move through their careers
- almost all successful leaders draw on the same repertoire of core leadership practices and behaviours, with some key personal qualities and capabilities explaining the significant variation in leadership effectiveness.



The Leadership Profiles

The Profiles build upon the Standard by describing the Leadership Requirements and Professional Practices of principals in greater detail. The Profiles are presented as leadership actions that principals implement on their pathway to higher levels of proficiency. Principals can use the Profiles as a guide to become a better leader.

In this way, the Profiles provide a comprehensive developmental framework for current and aspiring principals.

The Profiles help aspirants, current principals and those who support them by:

- promoting learning and growth

The Profiles are designed to help understand practice and impact in relation to context as well as for planning the next stage of development. The progressive statements that make up the Profiles enable principals to review, reflect, learn and grow.

- acknowledging the dynamic nature of school leadership

All successful principals draw on a repertoire of practices performed consistently well. The way leadership practices are applied changes according to career stage, capability and context. The Profiles allow principals to review their current practices, recognise their strengths and focus effort where development is most needed.



The crucial role of the principal

“ Principals are responsible and accountable for the development of children and young people so that they can become ‘successful learners, confident creative individuals and active informed citizens’.

The role of the principal of a school in the twenty-first century is one of the most exciting and significant undertaken by any person in our society. Principals help to create the future. Principals are responsible and accountable for the development of children and young people so that they can become ‘successful learners, confident creative individuals and active informed citizens’¹.

They embody the power of education to make a difference to the lives of individuals and to society, now and in the future.

Principals are the leading educational professionals in the school. They inspire students, staff and members of the community to continuously enhance the learning of all and they continually strive to understand and improve their impact.

Principals network and collaborate with a wide range of people to secure the best possible learning outcomes and wellbeing of all students. They are skilled at establishing and maintaining professional relationships and structures.

Principals are able to embrace uncertain, complex and challenging contexts and work with others to seek creative and innovative solutions that support quality outcomes for all.

The principal in context

The principal works in a complex, challenging and changing environment, leading and managing the school of today, ever-conscious of the needs of tomorrow.

Uniqueness of each school within its community

All schools sit within their own distinct community. Their local ethos, culture, history, vision and values influence the way in which opportunity to excel is provided to all students.

1. The Melbourne Declaration on Educational Goals for Young Australians (December 2008)



Inclusive Australia

All principals have the responsibility to work with members of the school community to ensure a knowledge and understanding of the traditional rights, beliefs and culture of Australia's Indigenous peoples.

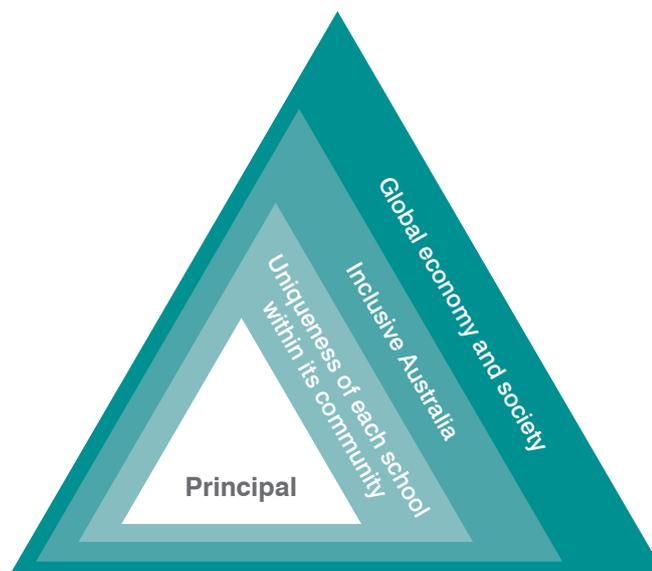
All students in all communities, including Indigenous, multi-cultural and multi-faith communities, across metropolitan, rural, regional and remote Australia, have the right to an education that ensures they become creative, confident, active, informed learners and citizens. This same right extends to students at risk and those of differing needs and abilities.

Global economy and society

The world is rapidly changing with people, economies and environments becoming increasingly interconnected and interdependent.

Education has a central and critical role to develop in all individuals the knowledge, understanding, skills and attributes to be successful citizens.

The interplay between the local, national and international perspectives is the context in which the principal works.





How to learn and change as a leader

“ A critical determinant of the success of the school is the quality of its principal. Learning to lead is at the heart of a principal’s daily practice and great leaders never stop learning.

Principals acquire leadership capabilities in many ways, both formal and informal. Importantly, they learn by leading, reflecting on their practice and inviting feedback from others. Principals need to have a clear awareness of their own strengths and development needs, and model the importance of investing time in professional learning.

Learning leaders challenge the status quo and seek continuous improvement. They are knowledgeable about and engage in research, and encourage others to do the same. They fuse learning and development with daily professional practice.

Learning leaders:

- are driven by the desire to see every student in their school excel
- have high aspirations for learning that inspire staff, students and the community
- establish an environment that provides opportunities for all staff to learn and improve together
- are constantly reflecting on their own leadership and impact.

Learning leaders and the Leadership Profiles

The Profiles are designed to guide reflection on current practice and enable users to turn daily experience into leadership insights. They will help leaders gain a deeper understanding of their leadership strengths and focus on their next stage of development. The Profiles promote inquiry and the use of evidence by encouraging leaders to ask often: ‘What’s happening here and why?’ ‘What impact am I having?’ ‘How can I become more effective?’

Learning for change

Using the Profiles to become a better leader requires changes to behaviour. Understanding the complexity of achieving behaviour change is important. Familiarity with the general principles of behaviour change will help school leaders as they strive to advance their learning and development.

The behaviour change model described on the following page outlines the steps and stages to accomplish behaviour change. However, it is acknowledged that movement along the continuum is rarely straightforward and linear.



Model of behaviour change



Gaining awareness

Gaining an awareness of the personal benefits associated with making a change is the vital first step towards changing behaviour. The Profiles provide a detailed description of the principal role, enabling school leaders to develop increased awareness and knowledge of the areas in which they could change to improve their leadership effectiveness.

Strengthening attitude

At the next stage, an individual's attitude towards change plays an important role in influencing the likelihood of a change in behaviour. Attitudes and confidence to change determine the will to change. The stronger the intention, the more likely it is that change will occur.

Building knowledge

Effectively building knowledge about how to understand, prepare for and take the next steps towards achieving a desired change increases the likelihood of the change occurring. Strategies for school leaders to build this knowledge should focus on understanding the nature of the desired change, reducing the barriers and blockers, considering how to manage the consequences of the change, and developing a plan of action.

Taking action

At this stage, an individual is required to take action to first perform and then maintain the change. This requires significant effort and persistence. By drawing on trusted relationships and networks, gaining positive support and reflecting on progress, a school leader can improve and sustain attempts at behaviour change and maintain the determination to continue.

Achieving behaviour change

Behaviour change occurs when the action eventually becomes automatic. At this stage the desired outcomes have been achieved and school leaders will see that their capabilities have grown. Practice is essential to maintaining the change.



The Australian Professional Standard for Principals

The Standard gives expression to the leadership, educational and management requirements and practices of principals. The Standard is an integrated model that recognises all good leaders share common qualities and capabilities, which are expressed as three Leadership Requirements. Principals draw upon these three Leadership Requirements within five areas of Professional Practice.

The Standard acknowledges the challenging and changing context in which principals work and the diverse settings and variety of situations which they face on a day-to-day basis. The Standard provides a model against which principals can match their knowledge, qualities, experiences and skills to determine their strengths and areas for development. It is 'Standard' rather than 'Standards', as it is integrated by nature, reflecting the complexity of the role and shared visions.

The Standard is applicable to principals irrespective of context or experience. What will vary is the emphasis given to particular elements of the Standard as principals respond to context, capability and career stage.

The Standard is based on three Leadership Requirements:

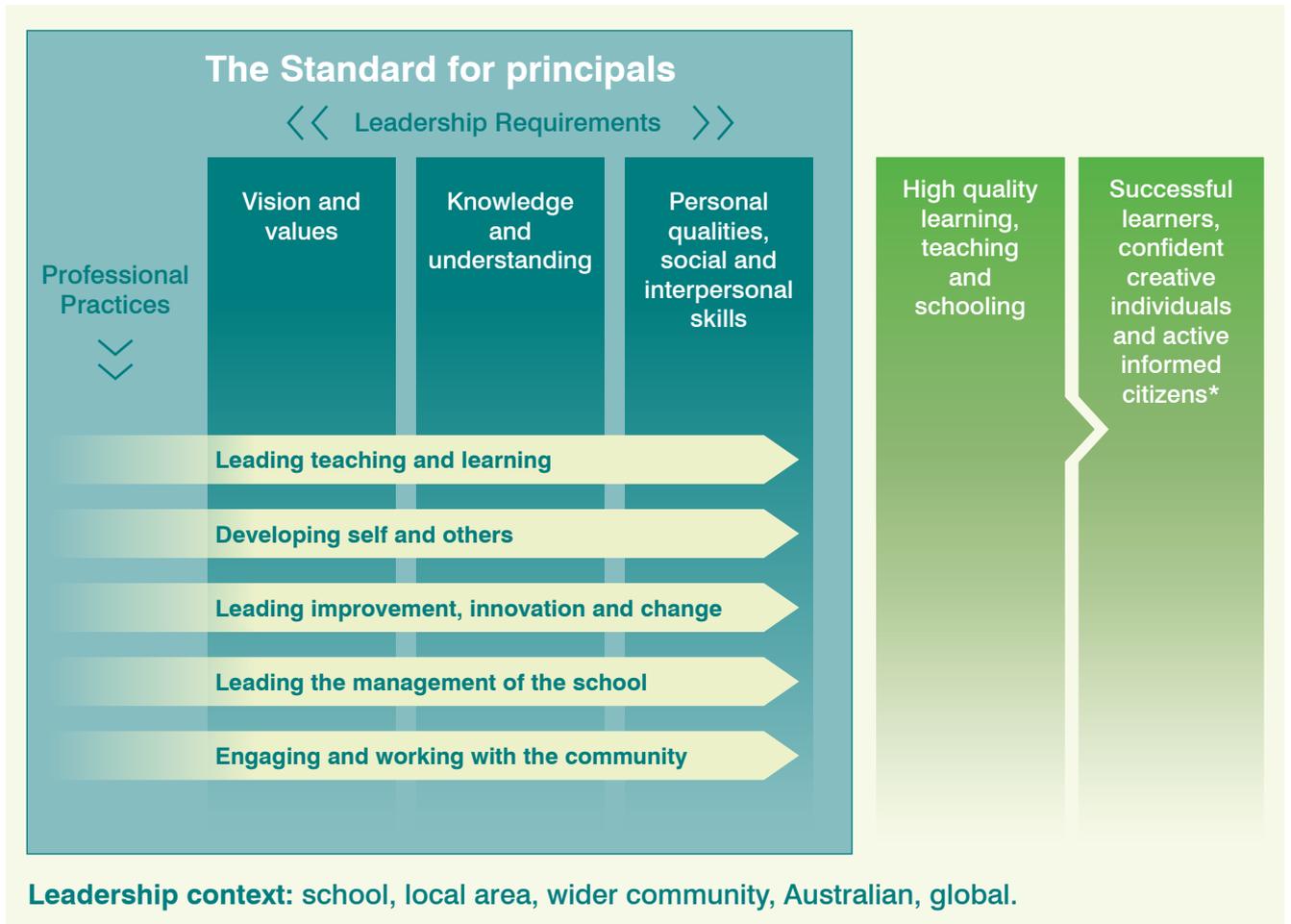
- Vision and values
- Knowledge and understanding
- Personal qualities, social and interpersonal skills².

These requirements are enacted through the following five key Professional Practices:

- Leading teaching and learning
- Developing self and others
- Leading improvement, innovation and change
- Leading the management of the school
- Engaging and working with the community.

² Leadership requirements in other standards and the literature may be expressed as capabilities

The Australian Professional Standard for Principals



The Standard details the Leadership Requirements and Professional Practices of principals separately. It is important to emphasise they are always fully interdependent, integrated and with no hierarchy implied. These requirements and practices will be reflected in the individual leadership contexts in which different principals work.

Although contexts differ, in all professions there are particular leadership expectations for those in senior roles. For those preparing to take up the role of principal, as well as current principals, it is important to consider ways of engaging with and developing an understanding of those expectations through the Leadership Requirements and Professional Practices of the Standard.

*The Melbourne Declaration on Educational Goals for Young Australians (December 2008)

The Leadership Profiles

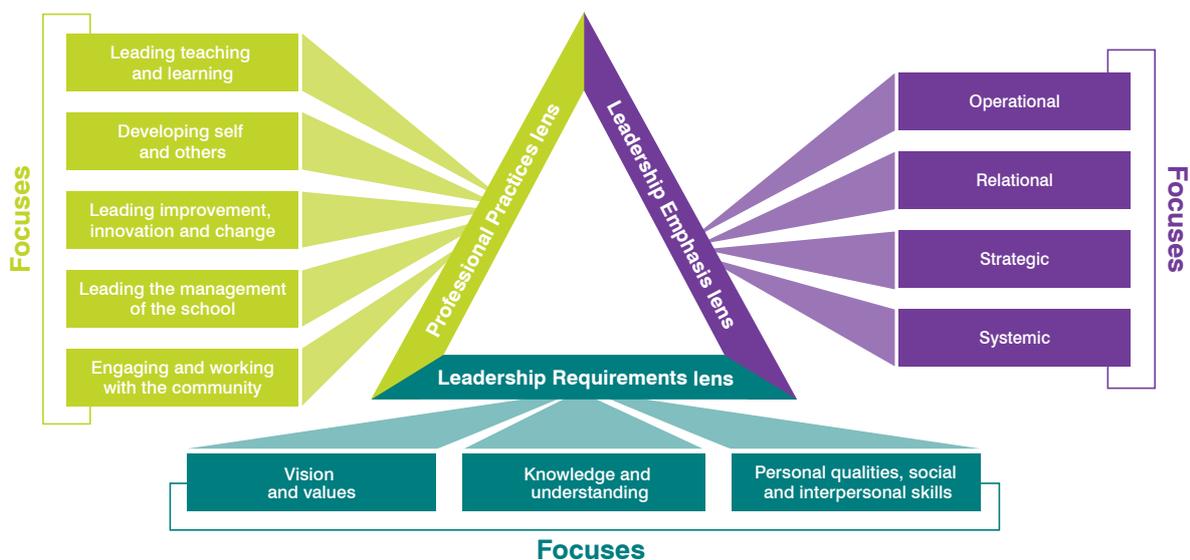
The Profiles build upon the Standard by describing each of its Professional Practices and Leadership Requirements in more detail. The Profiles are presented as leadership actions that improve student learning and support excellent teaching practices.

They recognise the important factors of career stage, capability and context, and the influence these factors have on leadership actions.

How are the Profiles organised?

The Profiles are a set of statements validated by the profession that describe the leadership actions of principals as they progress to higher levels of proficiency.

The set of statements are arranged for principals to view through three leadership lenses – the Professional Practices lens (linked to the Standard’s five Professional Practices), the Leadership Requirements lens (linked to the Standard’s three Leadership Requirements) and a third lens, the Leadership Emphasis lens (which focuses on broader leadership contexts that principals deal with). The following diagram illustrates each lens and its related focuses. The next section of the document describes the Profiles linked to each lens.



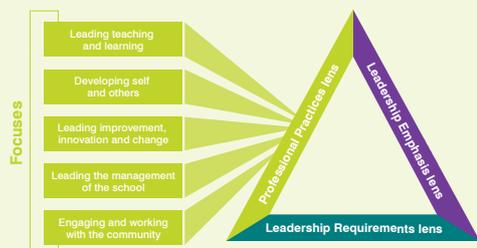
The leadership lenses, Professional Practices, Leadership Requirements and Leadership Emphasis, and the focuses linked to each lens.



Professional Practices lens

Focuses:

- Leading teaching and learning
- Developing self and others
- Leading improvement, innovation and change
- Leading the management of the school
- Engaging and working with the community

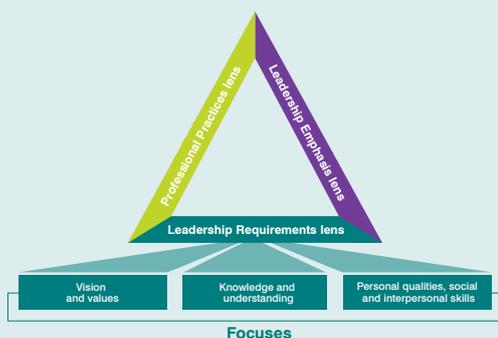


The Professional Practices lens organises the set of statements to form Profiles that describe the Standard's five Professional Practices at increasing levels of proficiency.

Leadership Requirements lens

Focuses:

- Vision and values
- Knowledge and understanding
- Personal qualities, social and interpersonal skills

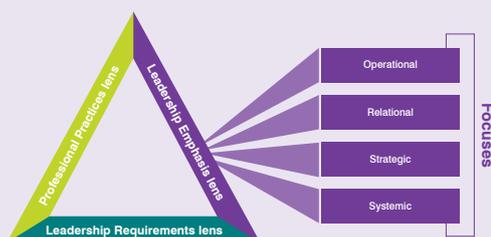


The Leadership Requirements lens organises the same set of statements to form Profiles that describe the Standard's three Leadership Requirements at increasing levels of proficiency.

Leadership Emphasis lens

Focuses:

- Operational
- Relational
- Strategic
- Systemic



The Leadership Emphasis lens organises the same set of statements into four focuses. Because a school leader's actions are contingent on the context in which they operate, these statements describe the emphasis and do not form a progressive Profile.

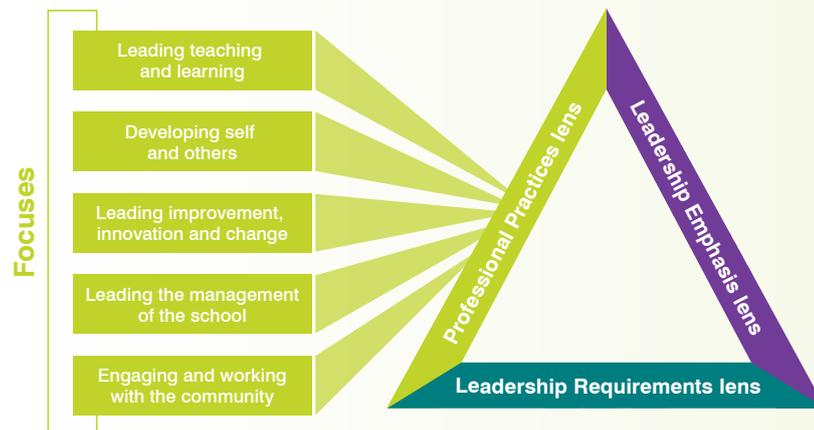
Each focus describes a principal's actions as they lead with an operational, relational, strategic or systemic emphasis. The emphasis a principal chooses to apply in their leadership practice reflects their career stage, capability and context.

Go online to explore the Leadership Profiles:

- use the Interactive Leadership Profiles to view and download the Profiles through the three leadership lenses
- view and save recommended resources and tools aligned to the Profiles that can support your professional growth
- complete the Self-Assessment Tool, then use the planning tool to identify opportunities for growth using the Profiles.

Visit aitsl.edu.au/leadership-profiles to get started.

The Standard's five Professional Practices and their Profiles



The Standard describes five Professional Practices particular to the role of the principal:

- Leading teaching and learning
- Developing self and others
- Leading improvement, innovation and change
- Leading the management of the school
- Engaging and working with the community

You can view the Leadership Profiles through the Professional Practices lens in the following ways:

- 📄 within the Professional Practices section, pages 15-19 of this document
- 📄 through the Summary Table at the end of this document and online – aitsl.edu.au/leadership-profiles
- 🖥️ through the Interactive Leadership Profiles – aitsl.edu.au/leadership-profiles/interactive-profiles

Professional Practice: Leading teaching and learning

Description

Principals create a positive culture of challenge and support, enabling effective teaching that promotes enthusiastic, independent learners, committed to lifelong learning. Principals have a key responsibility for developing a culture of effective teaching, for leading, designing and managing the quality of teaching and learning and for students' achievement in all aspects of their development. They set high expectations for the whole school through careful collaborative planning, monitoring and reviewing the effectiveness of learning. Principals set high standards of behaviour and attendance, encouraging active engagement and a strong student voice.

Leading teaching and learning Profile

Principals ensure the school values underpin and support high-quality inclusive practices and set expectations that all activities are focused on improving student learning outcomes. They keep up-to-date with and share current developments in pedagogy and student engagement with all staff. They lead staff and students in identifying and planning high-quality teaching and learning.

Principals prioritise creating and sustaining a student-centred learning environment. They motivate staff to keep their teaching practice current through use of research and new technologies. They develop a robust approach to reviewing the curriculum and pedagogy to ensure a consistently high-quality environment for learning. They develop a coaching culture that encourages honest feedback to and from students and teachers based on evidence.

Principals lead a school-wide focus on individual student achievement, implementing strategies that secure educational provision for all. They ensure that reflective practices, structured feedback, peer review and use of the *Australian Professional Standards for Teachers* lead to personal improvement of both students and staff. They systematically monitor and report on student progress and have interventions in place to reduce gaps in attainment. They communicate high aspirations and expectations for all, celebrate success and challenge underperformance.

Principals lead high aspirations in learning and inspire the same in students, staff and parents. They establish systematic methods for collecting and interpreting evidence to identify excellent teaching and learning, and share successful strategies with the school community. They encourage staff to contribute to education networks, supporting the learning of others and development of pedagogy. They model collaborative leadership and engage with other schools and organisations to share and improve practice and encourage innovation in the education system.

Developmental pathway: a principal's increasing proficiency

Professional Practice: Developing self and others

Description

Principals work with and through others to build a professional learning community that is focused on continuous improvement of teaching and learning. Through managing performance, effective continuing professional learning and feedback, they support all staff to achieve high standards and develop their leadership capacity. Principals support others to build capacity and treat people fairly and with respect. They model effective leadership and are committed to their own ongoing professional development and personal health and wellbeing in order to manage the complexity of the role and the range of learning capabilities and actions required of the role.

Developing self and others Profile

Principals promote the benefits of professional learning to all staff and ensure that their willingness and efforts to learn and improve are recognised. They develop and implement a personal and organisational vision that links all learning and development activities to better outcomes for students. They work with staff to identify and prioritise their professional learning needs based on any gaps between the requirements of their roles and their current knowledge, understanding and skills. They model personal and professional learning that is clearly linked to school goals and seek support from others as appropriate.

Principals seek leadership potential in others and provide opportunities for their development. They identify and implement professional learning opportunities with staff that are aligned with staff learning plans and school priorities. They consistently apply effective performance and development processes so that success is celebrated, underperformance addressed and complacency challenged. They provide staff with regular and effective feedback on their performance, determining together how they can improve and remove any obstacles to learning.

Principals build capacity by creating a culture of empowerment, responsibility and self-directed research that leads to the development of a professional learning community. They model the importance of health and wellbeing, watch for signs of stress in self and others and take action to address it. They modify their leadership behaviour based on learning from experience and feedback from colleagues. They evaluate whether professional learning undertaken by self and staff has had the desired impact on students and has been shared with others.

Principals create challenging roles, responsibilities and opportunities for senior leaders that leverage and grow their talents. They build and sustain a coaching and mentoring culture at all levels in the school and have a system of peer review and feedback in place. They mentor other principals to support their growth and development and help them to address issues. They seek opportunities for professional growth through engaging in state, national and global educational developments.

Developmental pathway: a principal's increasing proficiency

Professional Practice: Leading improvement, innovation and change

Description

Principals work with others to produce and implement clear, evidence-based improvement plans and policies for the development of the school and its facilities. They recognise that a crucial part of the role is to lead and manage innovation and change to ensure the vision and strategic plan is put into action across the school and that its goals and intentions are realised.

Leading improvement, innovation and change Profile

Principals identify the need for innovation and improvement that is consistent with the school's vision and values and is informed by student learning outcomes. They communicate the need for change to the whole-school community in an inspirational and logical way. They deepen their own knowledge and understanding of improvement strategies, leading change and innovation at a whole-school level. They engage and inspire staff to commit to evidence-based improvement, change and innovation that has a positive impact on student learning.

Principals develop a process and common language for change, which supports the implementation of the vision and strategic plan. They evaluate outcomes and refine actions as change is implemented, paying attention to social, political and local circumstances. They take account of the impact of change on others, providing opportunities for regular feedback so that change is owned by the school community. They distribute leadership and encourage staff to build consensus across the school community and to take individual responsibility for implementing change.

Principals maintain their values whilst adapting flexibly and strategically to changes in the environment, in order to secure the ongoing improvement of the school. They lead and implement the appropriate use of new technologies in all aspects of the school's development. They build a culture of trust and collaboration where change and innovation based on research and evidence can flourish. They embed collaborative and creative practices in the school, allowing everyone to contribute to improvement and innovation.

Principals embed a culture of continuous improvement, ensuring research, innovation and creativity are core characteristics of the school. They lead educational networks by trialling and exploring new ideas for the system, acting as a guide, coach and mentor to staff and colleagues. They evaluate the personal and organisational effects of change through regular feedback from stakeholders and evidence of impact on student outcomes. They develop an innovative and outward-focused role as a leader influencing school excellence across the system.

Developmental pathway: a principal's increasing proficiency

Professional Practice: Leading the management of the school

Description

Principals use a range of data management methods and technologies to ensure that the school's resources and staff are efficiently organised and managed to provide an effective and safe learning environment as well as value for money. This includes appropriate delegation of tasks to members of the staff and the monitoring of accountabilities. Principals ensure these accountabilities are met. They seek to build a successful school through effective collaboration with school boards, governing bodies, parents and others. They use a range of technologies effectively and efficiently to manage the school.

Leading the management of the school Profile

Principals align management procedures and processes to the educational goals and the vision and values of the school. They ensure employment practices and decisions are consistent with legislative requirements. They allocate resources effectively to maintain the day-to-day operations of the school and evaluate impact on student outcomes and value for money. They clarify for staff the relationship between the school's vision and values and the operational tasks that support them.

Principals embed effective decision-making processes and build a cohesive leadership team. They analyse what data is important and plan how it should be used in the support of student learning outcomes. They make best use of technology to record, analyse and share information, to monitor progress against goals, and support new ways of working. They model exemplary professional behaviour and promote ethical standards throughout the school community.

Principals ensure management procedures are fully understood by staff who take collective responsibility for the smooth and efficient running of the school. They introduce best practice in human resource management to ensure the school can attract, retain and motivate all staff. They review and improve plans regularly with the school's governing body so that the school's vision can be realised. They use a consultative approach with students, staff and the wider school community to develop formal strategic plans.

Principals identify trends and influences that will have an impact upon the management of the school and plan for them. They review the effectiveness of processes and use of data to improve school performance. They share best management practice and use of resources with other schools and education networks. They embed a culture of review, responsibility and shared accountability to achieve high standards for all.

Developmental pathway: a principal's increasing proficiency

Professional Practice: Engaging and working with the community

Description

Principals embrace inclusion and help build a culture of high expectations that takes account of the richness and diversity of the wider school community and the education systems and sectors. They develop and maintain positive partnerships with students, families and carers and all those associated with the wider school community. They create an ethos of respect taking account of the spiritual, moral, social and physical health and wellbeing of students. They promote sound lifelong learning from preschool through to adult life. They recognise the multicultural nature of Australia's people. They foster understanding and reconciliation with Indigenous cultures. They recognise and use the rich and diverse linguistic and cultural resources in the school community. They recognise and support the needs of students, families and carers from communities facing complex challenges.

Engaging and working with the community Profile

Principals promote parental and carer engagement as a key aspect of raising the achievement of all students. They support the development of a strong school governing body that is truly representative of the community. They lead an inclusive curriculum and school culture that promotes understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages and other culturally and linguistically diverse communities. They build partnerships with the local community and external stakeholders so they are aware of the vision and values of the school and can contribute to its success.

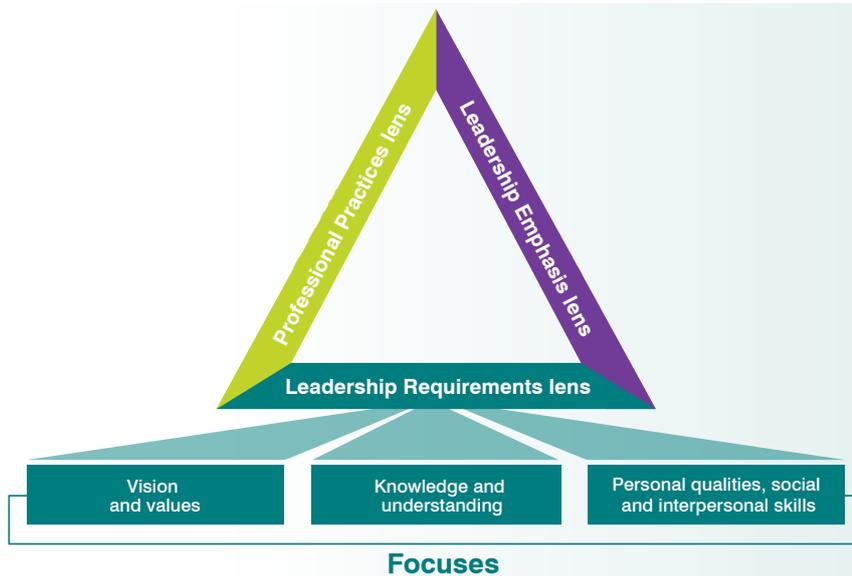
Principals draw on expertise from other organisations to enhance and enrich the learning experience for students and their families. They encourage the community to use school facilities in order to strengthen community engagement with the school. They identify and implement strategies to meet the diverse needs of students and their families, challenge low expectations and close gaps in achievement for specific groups. They understand the strengths and needs of their communities, promoting high expectations and achievement for all.

Principals work with other agencies to support the health, wellbeing and safety of students and their families. They create specific strategies for hard-to-reach parents and carers, and explore the use of technology to deepen the engagement of parents and carers in student learning. They establish innovative processes to gather regular feedback from families and the local community that is systematically used to review school practices and inform decision-making.

Principals lead the school as an inclusive outward-facing organisation. They link with and provide support to other schools in effective community and family engagement. They draw on best practice nationally and internationally to embed a culture of inclusion and high expectations for all and take steps to tackle the effects of disadvantage on learning. They develop a mutually supportive, collaborative and trusting relationship with the community to ensure engagement in the life of the school. They collaborate effectively with other schools and agencies to promote an excellent education system in which all young people can thrive.

Developmental pathway: a principal's increasing proficiency

The Standard's three Leadership Requirements and their Profiles



The Standard describes three Leadership Requirements common to all leaders including principals:

- Vision and values
- Knowledge and understanding
- Personal qualities, social and interpersonal skills

The following section describes each of the three Leadership Requirements. However, for reasons of brevity the Profiles for each Leadership Requirement are not included in the following section of the document. Instead you can find them online at aitsl.edu.au/leadership-profiles.

You can view the Leadership Requirements lens online through the Interactive Leadership Profiles – aitsl.edu.au/leadership-profiles/interactive-profiles



Leadership Requirement: Vision and values

Description

Principals lead the development of the vision of the school. They are committed to the learning and growth of young people and adults guided by fairness, ethical practice, democratic values and lifelong learning. Principals understand, lead, mediate and serve the best interests of the community. This resonates through the strategic vision, school culture, traditions and positive ethos they seek to promote across the school. They insist upon high standards and foster respect across the whole school community.

- Principals model 'learning for life' through their own professional practice and promote it actively in their interaction with students, staff, families and carers, and the wider community.
- Principals inspire and motivate children and young people, staff and the school community and its partners, and set high standards for every learner, including students, staff and self.
- Principals behave with integrity underpinned by moral purpose. They model values and ethical perspectives in relation to their own and the school's practice and organisation. They promote democratic values including active citizenship and inclusion.



Leadership Requirement: Knowledge and understanding

Description

Principals understand the practice and theory of contemporary leadership and apply that knowledge in school improvement. Principals are well versed in the latest research and developments in pedagogy, curriculum, assessment and reporting, and student wellbeing. They have knowledge of relevant national policies, practices and initiatives as well as relevant federal and state legislation, agreements and policies. They understand the implications of child safety, health and wellbeing, human resource management, financial management and accountability, and other legislative and policy requirements in relation to serving their community and broader society.

- Principals have a current knowledge and understanding of research into teaching, learning and child development and how to apply such research to the needs of the students in the school. This includes the management of performance in the school and strategies to improve practice.
- Principals apply knowledge and understanding of current developments in education policy, schooling and social and environmental trends and developments to improve educational opportunities in the school. Principals work collaboratively with their school boards, governing bodies and others to achieve this.
- Principals apply knowledge and understanding of leadership, and management concepts and practice, to deliver with others effective strategic leadership and operational management.



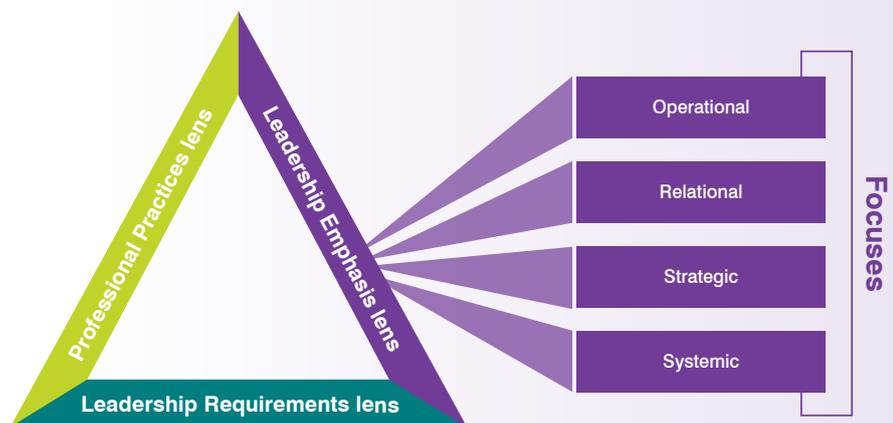
Leadership Requirement: Personal qualities, social and interpersonal skills

Description

This requirement recognises the importance of emotional intelligence, empathy, resilience and personal wellbeing in the leadership and management of the school and its community. Principals regularly review their practice and implement change in their leadership and management approaches to suit the situation. They manage themselves well and use ethical practices and social skills to deal with conflict effectively. They are able to build trust across the school community and to create a positive learning atmosphere for students and staff, and within the community in which they work.

- Principals are able to define challenges clearly and seek positive solutions, often in collaboration with others. They know when decisions are required and are able to use the available evidence and information to support, inform and communicate their decisions.
- Principals can communicate, negotiate, collaborate and advocate effectively and relate well to all in the school's community. They are good listeners and coaches, clear in responding and able to give and receive feedback.
- Principals take account of the social, political and local circumstances within which they work. They continuously improve their networking and influencing skills.

Leadership Profiles through the Leadership Emphasis lens



In addition to the Professional Practices and Leadership Requirements of the Standard, the Profiles provide a view of practice through a third lens, Leadership Emphasis:

- Operational
- Relational
- Strategic
- Systemic

The Leadership Emphasis lens reflects the dynamic nature of the school leadership context. Leaders' actions and leadership style depend on the context in which they operate, with multiple factors influencing their leadership emphasis. This lens enables principals to locate and understand their practice according to their career stage, capability and context. Principals are more likely to draw on an operational emphasis at the beginning of their leadership and move through the range of emphases to apply a more systemic leadership emphasis as their experience, skills and knowledge grow.

However, that is not always the case because context often affects the choice of leadership emphasis. Changed circumstances, such as appointment to a new school or implementation of a new policy directive, demand that leaders suit their leadership to their situation. Effective principals will apply the appropriate leadership emphasis that a school context demands.



The following section describes each focus of the Leadership Emphasis lens. For reasons of brevity, the Profiles for each focus are not included in this document. Instead, they can be found online at aitsl.edu.au/leadership-profiles.

Operational

Principals leading with an operational focus tend to concentrate on the communications, organisation and resource management required within the school to maintain the smooth and effective running of day-to-day operations.

Relational

Principals leading with a relational focus tend to concentrate on consultation and feedback, in order to establish, develop and enhance relationships with students, staff, community and other stakeholders, both internal and external to the school, to ensure a shared culture and vision.

Strategic

Principals leading with a strategic focus are deliberate about optimising relational, organisational and management thinking to effect and monitor change, in order to realise short and long term school goals.

Systemic

Principals leading with a systemic focus objectively assess their own and the school's effectiveness, and work to build networks, collaborate with educational groups, and make connections beyond their own school and system to influence and lead educational impact.

You can view the Leadership Emphasis lens online through the Interactive Leadership Profiles – aitsl.edu.au/leadership-profiles/interactive-profiles



How school leaders and the wider education sector can use the Profiles

Self-reflection

The most effective leaders prioritise their own growth and development. Some of the most powerful learning will occur through day-to-day experience. However, those leaders who reflect on their actions and impact, and seek out others from whom they can learn, will make the most progress in increasing their leadership effectiveness.

Principals who continually learn and adapt are more able to manage the complexity of leading twenty-first century schools. Leaders can use the Profiles to assist them to reflect on their skills and abilities and plan their growth.

Professional growth

The most effective principals learn continuously and have conversations with others about their performance and the performance of the school. Leaders can use the Profiles to:

- provide a basis for a professional learning and development conversation
- develop a personal profile which acknowledges strengths and defines objectives and goals for growth
- guide the choice of professional learning activity that will best support their own development.

Professional learning programs

Professional learning can take many forms – formal to informal, local to international, single one-off programs to ongoing enquiry, personal to group. Leaders can use the Profiles to:

- audit their own learning needs and create professional learning opportunities focused on building specific expertise
- develop programs to implement with a coach or mentor
- work with colleagues and/or networks to develop shared professional learning programs
- identify and showcase effective leadership practice for use in professional learning.



Selection and recruitment

Appointing a principal can be a daunting task for local governing bodies. They may only do it once in their tenure. The Standard and Profiles provide a guide for them to know the demands of the principal role and enables them to make more informed decisions around their leadership selection task. Leaders can use the Profiles to:

- help the school community and those on interview panels understand the role of the principal
- design position descriptions, selection questions and interview exercises for leadership recruitment processes.

Talent development and succession

Growing the next generation of leaders by motivating, inspiring and deliberately building leadership capacity in others is one of the most important roles of school and system leaders. Leaders can use the Profiles to:

- assist aspiring principals to understand the depth and breadth of the leadership role
- provide a framework for targeted leadership development opportunities for aspirant principals
- provide a basis for coaching and mentoring of aspirant principals.

Performance review

Using the Profiles as the basis of performance review for school leaders ensures a transparent developmental focus. It will enable systems and sectors to align with the Leadership Requirements and Professional Practices of the Standard to improve the performance of their school leaders. This will assist to:

- link a system's strategic organisational objectives for school leadership to the Standard and Profiles
- enhance coherence and clarity around system and sector leadership understandings and expectations
- connect performance reviews and related professional learning plans with the Standard and Profiles.



Leadership Profiles Summary Table



Leadership Profiles - Professional Practices lens

Focus
Taken from the Australian Professional Standard for Principals

Practice description

Profile
Developmental pathway: a principal's increasing proficiency

Leading teaching and learning

Principals create a positive culture of challenge and support, enabling effective teaching that promotes enthusiastic, independent learners, committed to lifelong learning. Principals have a key responsibility for developing a culture of effective teaching, for leading, designing and managing the quality of teaching and learning, and for students' achievement in all aspects of their development. They set high expectations for the whole school through careful collaborative planning, monitoring and reviewing the effectiveness of learning. Principals set high standards of behaviour and attendance, encouraging active engagement and a strong student voice.

Principals ensure the school values underpin and support high-quality inclusive practices and set expectations that all activities are focused on improving student learning outcomes. They keep up-to-date with and share current developments in pedagogy and student engagement with all staff. They lead staff and students in identifying and planning high-quality teaching and learning.

Principals prioritise creating and sustaining a student-centred learning environment. They motivate staff to keep their teaching practice current through use of research and new technologies. They develop a robust approach to reviewing the curriculum and pedagogy to ensure a consistently high-quality environment for learning. They develop a coaching culture that encourages honest feedback to and from students and teachers based on evidence.

Principals lead a school-wide focus on individual student achievement, implementing strategies that secure educational provision for all. They ensure that reflective practices, structured feedback, peer review and use of the *Australian Professional Standards for Teachers* lead to personal improvement of both students and staff. They systematically monitor and report on student progress and have interventions in place to reduce gaps in attainment. They communicate high aspirations and expectations for all, celebrate success and challenge underperformance.

Principals lead high aspirations in learning and inspire the same in students, staff and parents. They establish systematic methods for collecting and interpreting evidence to identify excellent teaching and learning, and share successful strategies with the school community. They encourage staff to contribute to education networks, supporting the learning of others and development of pedagogy. They model collaborative leadership and engage with other schools and organisations to share and improve practice and encourage innovation in the education system.

Developing self and others

Principals work with and through others to build a professional learning community that is focused on continuous improvement of teaching and learning. Through managing performance, effective continuing professional learning and feedback, they support all staff to achieve high standards and develop their leadership capacity. Principals support others to build capacity and treat people fairly and with respect. They model effective leadership and are committed to their own ongoing professional development and personal health and wellbeing in order to manage the complexity of the role and the range of learning capabilities and actions required of the role.

Principals promote the benefits of professional learning to all staff and ensure that their willingness and efforts to learn and improve are recognised. They develop and implement a personal and organisational vision that links all learning and development activities to better outcomes for students. They work with staff to identify and prioritise their professional learning needs based on any gaps between the requirements of their roles and their current knowledge, understanding and skills. They model personal and professional learning that is clearly linked to school goals and seek support from others as appropriate.

Principals seek leadership potential in others and provide opportunities for their development. They identify and implement professional learning opportunities with staff that are aligned with staff learning plans and school priorities. They consistently apply effective performance and development processes so that success is celebrated, underperformance addressed and complacency challenged. They provide staff with regular and effective feedback on their performance, determining together how they can improve and remove any obstacles to learning.

Principals build capacity by creating a culture of empowerment, responsibility and self-directed research that leads to the development of a professional learning community. They model the importance of health and wellbeing, watch for signs of stress in self and others and take action to address it. They modify their leadership behaviour based on learning from experience and feedback from colleagues. They evaluate whether professional learning undertaken by self and staff has had the desired impact on students and has been shared with others.

Principals create challenging roles, responsibilities and opportunities for senior leaders that leverage and grow their talents. They build and sustain a coaching and mentoring culture at all levels in the school and have a system of peer review and feedback in place. They mentor other principals to support their growth and development and help them to address issues. They seek opportunities for professional growth through engaging in state, national and global educational developments.

Leading improvement, innovation and change

Principals work with others to produce and implement clear, evidence-based improvement plans and policies for the development of the school and its facilities. They recognise that a crucial part of the role is to lead and manage innovation and change to ensure the vision and strategic plan is put into action across the school and that its goals and intentions are realised.

Principals identify the need for innovation and improvement that is consistent with the school's vision and values and is informed by student learning outcomes. They communicate the need for change to the whole-school community in an inspirational and logical way. They deepen their own knowledge and understanding of improvement strategies, leading change and innovation at a whole-school level. They engage and inspire staff to commit to evidence-based improvement, change and innovation that has a positive impact on student learning.

Principals develop a process and common language for change, which supports the implementation of the vision and strategic plan. They evaluate outcomes and refine actions as change is implemented, paying attention to social, political and local circumstances. They take account of the impact of change on others, providing opportunities for regular feedback so that change is owned by the school community. They distribute leadership and encourage staff to build consensus across the school community and to take individual responsibility for implementing change.

Principals maintain their values whilst adapting flexibly and strategically to changes in the environment, in order to secure the ongoing improvement of the school. They lead and implement the appropriate use of new technologies in all aspects of the school's development. They build a culture of trust and collaboration where change and innovation based on research and evidence can flourish. They embed collaborative and creative practices in the school, allowing everyone to contribute to improvement and innovation.

Principals embed a culture of continuous improvement, ensuring research, innovation and creativity are core characteristics of the school. They lead educational networks by trialling and exploring new ideas for the system, acting as a guide, coach and mentor to staff and colleagues. They evaluate the personal and organisational effects of change through regular feedback from stakeholders and evidence of impact on student outcomes. They develop an innovative and outward-focused role as a leader influencing school excellence across the system.

Leading the management of the school

Principals use a range of data management methods and technologies to ensure that the school's resources and staff are efficiently organised and managed to provide an effective and safe learning environment as well as value for money. This includes appropriate delegation of tasks to members of the staff and the monitoring of accountabilities. Principals ensure these accountabilities are met. They seek to build a successful school through effective collaboration with school boards, governing bodies, parents and others. They use a range of technologies effectively and efficiently to manage the school.

Principals align management procedures and processes to the educational goals and the vision and values of the school. They ensure employment practices and decisions are consistent with legislative requirements. They allocate resources effectively to maintain the day-to-day operations of the school and evaluate impact on student outcomes and value for money. They clarify for staff the relationship between the school's vision and values and the operational tasks that support them.

Principals embed effective decision-making processes and build a cohesive leadership team. They analyse what data is important and plan how it should be used in the support of student learning outcomes. They make best use of technology to record, analyse and share information, to monitor progress against goals, and support new ways of working. They model exemplary professional behaviour and promote ethical standards throughout the school community.

Principals ensure management procedures are fully understood by staff who take collective responsibility for the smooth and efficient running of the school. They introduce best practice in human resource management to ensure the school can attract, retain and motivate all staff. They review and improve plans regularly with the school's governing body so that the school's vision can be realised. They use a consultative approach with students, staff and the wider school community to develop formal strategic plans.

Principals identify trends and influences that will have an impact upon the management of the school and plan for them. They review the effectiveness of processes and use of data to improve school performance. They share best management practice and use of resources with other schools and education networks. They embed a culture of review, responsibility and shared accountability to achieve high standards for all.

Engaging and working with the community

Principals embrace inclusion and help build a culture of high expectations that takes account of the richness and diversity of the wider school community and the education systems and sectors. They develop and maintain positive partnerships with students, families and carers and all those associated with the wider school community. They create an ethos of respect taking account of the spiritual, moral, social and physical health and wellbeing of students. They promote sound lifelong learning from preschool through to adult life. They recognise the multicultural nature of Australia's people. They foster understanding and reconciliation with Indigenous cultures. They recognise and use the rich and diverse linguistic and cultural resources in the school community. They recognise and support the needs of students, families and carers from communities facing complex challenges.

Principals promote parental and carer engagement as a key aspect of raising the achievement of all students. They support the development of a strong school governing body that is truly representative of the community. They lead an inclusive curriculum and school culture that promotes understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages and other culturally and linguistically diverse communities. They build partnerships with the local community and external stakeholders so they are aware of the vision and values of the school and can contribute to its success.

Principals draw on expertise from other organisations to enhance and enrich the learning experience for students and their families. They encourage the community to use school facilities in order to strengthen community engagement with the school. They identify and implement strategies to meet the diverse needs of students and their families, challenge low expectations and close gaps in achievement for specific groups. They understand the strengths and needs of their communities, promoting high expectations and achievement for all.

Principals work with other agencies to support the health, wellbeing and safety of students and their families. They create specific strategies for hard-to-reach parents and carers, and explore the use of technology to deepen the engagement of parents and carers in student learning. They establish innovative processes to gather regular feedback from families and the local community that is systematically used to review school practices and inform decision-making.

Principals lead the school as an inclusive outward-facing organisation. They link with and provide support to other schools in effective community and family engagement. They draw on best practice nationally and internationally to embed a culture of inclusion and high expectations for all and take steps to tackle the effects of disadvantage on learning. They develop a mutually supportive, collaborative and trusting relationship with the community to ensure engagement in the life of the school. They collaborate effectively with other schools and agencies to promote an excellent education system in which all young people can thrive.

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