

CONFIDENTIAL

PRINCIPAL CLASS CONTRACT OF EMPLOYMENT

Education and Training Reform Act 2006



**Department of Education and
Early Childhood Development**

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This CONTRACT OF EMPLOYMENT is made on the **<insert date>**

BETWEEN:

The Secretary of the Department of Education and Early Childhood Development ("the Employer")

AND

<insert name> ("the Principal Class Officer")

PREAMBLE

This contract is between the Secretary of the Department of Education and Early Childhood Development and the Principal Class Officer and is made in a spirit of trust and good will to further the aims of the Department of Education and Early Childhood Development, the employment interests of the Principal Class Officer, and to enhance a constructive professional relationship. The aims of the Department of Education and Early Childhood Development include:

- *the provision of high-quality education that meets the individual needs of students, and takes account of student and school differences and special needs;*
- *the preparation of students for work, enterprise and further education;*
- *the employment of skilled and dedicated employees working in an environment that encourages and rewards their commitment;*
- *the provision of equitable access for all students and groups of students to a comprehensive curriculum to Year 12;*
- *an ethos which values excellence and high standards of achievement within the context of a state curriculum and standards framework;*
- *schools that are responsive and accountable to parents and the local community and the Government.*

The parties acknowledge that the employment of the Principal Class Officer is regulated by the **Education and Training Reform Act 2006**, **Public Administration Act 2004**, other relevant legislation, any regulations and ministerial orders made from time to time under those Acts and any instructions or policies issued by the Employer.

In the event of an inconsistency between this contract and any Award or Agreement made under the Commonwealth **Fair Work Act 2009** applying to the principal class in the Victorian Teaching Service, the relevant Award or Agreement provision will prevail to the extent of the inconsistency.

1. INTERPRETATION

(1) In this contract, unless otherwise stated or the context otherwise indicates:

“**the Act**” means the *Education and Training Reform Act 2006*;

“**Principal Class Officer**” means the person specified in Schedule A;

“**Employer**” means the Secretary to the Victorian Department of Education and Early Childhood Development or its successor or any person nominated to act on his or her behalf [on behalf of the Crown in Right of the State of Victoria];

“**Employment Benefit Cost**” in relation to an employment benefit provided to the Principal Class Officer under this contract, means the cost to the Employer determined in accordance with section 2.4.16 (3) of the Act;

“**Month**” means a calendar month;

“**National Employment Standards**” means the National Employment Standards applying under the Fair Work Act 1999 (Cth), as amended from time to time;

“**Performance assessment**” means a review of the Principal Class Officer’s performance as is required by section 2.4.18 of the Act;

“**Period of appointment**” means the period from the commencement date to the expiry date specified in Schedule A being a period of not more than five years;

“**Position**” means the position specified in Schedules A and B;

“**Remuneration Package**” means the remuneration package for a Principal Class Officer or a class of the Principal Class Officers determined in accordance with a Ministerial Order.

“**Statutory Superannuation Scheme**” has the same meaning as that expression has in the *Superannuation (Public Sector) Act 1992*;

Expressions corresponding to expressions that are defined in the Act have the meaning so defined.

- (2)
- (a) This contract includes all Schedules hereto attached.
 - (b) A reference in this contract to the singular number includes the plural and vice versa.
 - (c) Unless otherwise stated the entitlements in this contract apply on a pro-rata basis in respect of part time employment.
 - (d) The headings used in this contract are for convenience of reference only, and are not intended to be resorted to for the interpretation of this contract.

- (e) Where the Employer lawfully authorises a person to act as his or her delegate and carry out any of the Employer's duties, obligations or actions required to be carried out under the contract, the contract will be construed as if any relevant reference to the Employer included a reference to that delegate.
- (f) This contract supersedes and replaces all other contracts, understandings or arrangements prior to the execution of this contract.
- (g) This contract will be governed by the law of Victoria and is deemed to be made in Victoria.
- (h) Changes to the contract may be negotiated at any time during the term of the contract with the agreement of both parties to the contract. The Principal Class Officer may nominate a bargaining agent to negotiate changes to the contract. The parties must sign any variation, which must be in writing.

2. EMPLOYMENT

- (1) The position to which this contract applies is specified in Schedules A and B.
- (2) This contract comes into force on the commencement date specified in Schedule A and unless otherwise terminated expires on the expiry date specified in Schedule A.
- (3) This contract constitutes a contract of employment for the purposes of section 2.4.14 of the Act, and governs the employment of the Principal Class Officer while employed in the position specified in Schedules A and B. Where the Principal Class Officer was not an ongoing employee of the Teaching Service immediately prior to entering this contract the appointment will be on probation in accordance with the requirements set out in section 2.4.8 of the Act.

3. DUTIES OF THE PRINCIPAL CLASS OFFICER

- (1) During the period of this contract, the Principal Class Officer will honestly and diligently carry out the duties and responsibilities imposed by law with respect to the position, including the implementation of Government education policy, the additional duties specified in Schedule B and any lawful instructions of the Employer.
- (2) The duties specified in Schedule B may be varied by agreement between the Principal Class Officer and the Employer.
- (3) The Principal Class Officer agrees to:
 - (a) comply with any Guidelines issued by the Employer relating to "professional conduct" and any Code of Conduct applicable to the Victorian Public Sector generally, or the principal class in particular, issued by the Public Sector Standards Commissioner under the *Public Administration Act 2004* at any time during the period of appointment; and

- (b) complete a declaration of pecuniary interest in the form required by the Employer.

4. REMUNERATION OF THE PRINCIPAL CLASS OFFICER

- (1)
 - (a) Subject to the Principal Class Officer at all times being ready willing and available to perform and performing the duties specified in Schedule B, the Principal Class Officer will be entitled to the monetary remuneration and to the employment benefits specified in Schedule A.
 - (b) The remuneration and remuneration range of the principal class officer may be reviewed each year in accordance with any relevant Ministerial Orders made under the Act and any policies and instructions issued by the Employer.
 - (c) Following any review under clause (1)(b) the Principal Class Officer's remuneration and/or remuneration range may be adjusted in accordance with any relevant Ministerial Orders made under the Act and any policies and instructions issued by the Employer provided that the remuneration range will not fall below the remuneration range specified in Schedule A.
- (2)
 - (a) The Employer and the Principal Class Officer acknowledge that, on occasion, overpayments may occur in a year of employment in relation to the Principal Class Officer's employment benefits.
 - (b) If such an overpayment occurs, the Employer is authorised to deduct the amount of the overpayment from future monetary remuneration and employment benefits.
- (3)
 - (a) The combination of monetary remuneration and the employment benefits must equal the Principal Class Officer's total remuneration, as specified in Schedule A.
 - (b) Any changes in taxation arrangements will not be the basis for any future negotiations affecting the total amount of the remuneration package.
 - (c) The monetary remuneration specified in Schedule A will be paid fortnightly by way of electronic funds transfer to an appropriate account at any bank or credit union nominated by the Principal Class Officer.
 - (d) Any unspent balance of the Employment Benefits specified in Schedule A will be paid as cash via electronic funds transfer to the bank or credit union account nominated in clause (3)(c).
 - (e) If at the expiration of this contract any part of the remuneration as specified in Schedule A has been paid in advance the Principal Class Officer agrees to refund the proportionate part of the advanced payment that relates to the period after the date of expiration of this contract. In addition the Principal Class Officer agrees that any novated agreement on a motor vehicle will cease at the expiration of this contract.

5. SUPERANNUATION

Statutory Scheme

- (1) (a) For the purpose of calculating contributions and benefits under a statutory superannuation scheme the Principal Class Officer's salary for the purpose of that scheme must be taken to be the amount specified for that purpose in Schedule A of this contract.
- (b) Subject to sub-clause (c) that amount:
 - (i) must not be less than the Principal Class Officer's salary for the purposes of that scheme immediately before entering into this contract; and
 - (ii) must not be more than 90.9 per cent of the Principal Class Officer's remuneration package for members of the New Scheme as at 31 January 1995 or 82.3 per cent for members of the Revised Scheme or the State Employees Retirement Benefits Fund.
- (c) If the amount of the Principal Class Officer's salary for the purposes of the statutory superannuation scheme immediately before entering into this contract was more than the amount specified in clause (4)(b)(ii), the Principal Class Officer must elect in writing which of those amounts is to be the Principal Class Officer's salary for the purpose of that scheme under this contract.
- (d) The Employer must give notice in writing to the administrator of that scheme of the amount specified in Schedule A as the Principal Class Officer's salary for the purposes of that scheme.

Accumulation Scheme

- (2) For members of an accumulation scheme the compulsory employer superannuation contribution is determined in accordance with the *Superannuation Guarantee (Administration) Act 1992* and is deducted from the Principal Class Officer's remuneration package. The compulsory employer superannuation contribution is currently 9 percent of ordinary time earnings (as defined). The default accumulation scheme in the Victorian public service is VicSuper.

6. PERFORMANCE ASSESSMENT

- (1) Performance assessment will be conducted in a manner determined by the Employer and section 2.4.18 of the Act. The Principal Class Officer agrees to participate in performance assessment each year.
- (2) Performance assessment may result in an increase of the Principal Class Officer's remuneration in accordance with any relevant Ministerial Orders made under the Act and any policies and instructions issued by the Employer.

7. LEAVE

- (1) Any leave not expressly dealt with in this Contract will be taken in accordance with the leave provisions contained in the Act or Ministerial Orders made under the Act. In the event of any inconsistency between this Contract and the leave provisions contained in the Act or Ministerial Orders made under the Act, this Contract will prevail. In no instance will leave provisions for the Principal Class Officer be less favourable than under the National Employment Standards.
- (2) The Principal Class Officer is entitled to the following leave entitlements:

- (a) **Annual Leave**

The Principal Class Officer will accrue 152 hours annual leave per annum that will be used during school vacation periods unless otherwise agreed by the Employer.

- (b) **Personal Leave**

The Principal Class Officer will accrue cumulative credits for personal leave at the rate of 114 hours per annum used in accordance with the Act, any relevant Ministerial Orders made under the Act and any policies and instructions issued by the Employer.

- (c) **Long Service Leave**

- (i) The Principal Class Officer is entitled to 495.6967 hours long service leave on full pay after ten years full time service and 247.84835 hours long service leave for each completed five years of full time service thereafter.
 - (ii) The Principal Class Officer may access or be paid in lieu for long service leave entitlements on a pro rata basis after seven years service.
 - (iii) The Principal Class Officer may commute a portion of long service leave credits to salary. Except in special circumstances such as financial hardship, commutation of long service leave credits to salary will only be available in conjunction with a long service leave absence of 228 hours (six weeks) or more.

- (d) **Sabbatical Leave**

The Principal Class Officer may be granted sabbatical leave, subject to the Principal Class Officer agreeing to his/her total remuneration being reduced by 20% and the Principal Class Officer entering an agreement with the Employer that covers the terms and conditions for sabbatical leave.

- (e) **Other Leave**

The Principal Class Officer may access other leave in accordance with the Act, any relevant Ministerial Order made under the Act and any policies and instructions issued by the Employer.

8. ALLOWANCES

- (1) The Principal Class Officer is entitled to the payment of allowances of the kind referred to under section 2.4.17 of the Act, any relevant Ministerial Orders made under the Act and any policies and instructions issued by the Employer.

9. TERMINATION OF CONTRACT

- (1)
 - (a) The Principal Class Officer may terminate this contract on giving twelve weeks notice of termination to the Employer or such other period as agreed in writing by both parties.
 - (b) The Employer may terminate this contract by notice in writing if:
 - (i) as a consequence of action taken under the Act or the **Public Administration Act 2004**, the Principal Class Officer is transferred to a lower classified position or dismissed from the Teaching Service;
 - (ii) the position the Principal Class Officer occupies is abolished and twelve weeks notice in writing of termination is given to the Principal Class Officer by the Employer; or
 - (iii) as a consequence of action taken by the Victorian Institute of Teaching to suspend or cancel registration under Part 2.6 of the Act, the Principal Class Officer is suspended without pay for a period in excess of three months.
- (2)
 - (a) If at any time during the period of appointment the Employer is considering redeploying the Principal Class Officer or terminating this contract, the Employer agrees that before giving notice of redeployment or termination, the Employer will consult with and counsel the Principal Class Officer and will give the Principal Class Officer reasons for any action taken by the Employer.
 - (b) If the Employer at any time during the period of appointment resolves to give notice of termination under clause (1)(b) on the grounds of the Principal Class Officer having been found guilty of a criminal offence, or for any reason of serious misconduct under the Act, the Employer may do so without first counselling or consulting with the Principal Class Officer.
- (3) If this contract expires or is terminated and the Principal Class Officer does not enter into a further contract of employment, the Principal Class Officer will be appointed as:
 - (a) an assistant principal and paid within the first classification level specified for the Principal Class for a period of 3 years where the remuneration of the Principal Class Officer was at or above the second classification level specified for the Principal Class,

- (b) a leading teacher for a period of 3 years where the remuneration of the Principal Class Officer was at the first classification level specified for the Principal Class.

10. RENEWAL

- (1) Subject to Clause (2)
 - (a) at least 6 months prior to the expiration of the period of appointment, in Schedule A, the Employer, or his or her nominee, and the Principal Class Officer, and/or his or her nominee, will confer with the view to reaching agreement as to whether the Principal Class Officer will be re-appointed for a further period;
 - (b) the Principal Class Officer is entitled to be represented by an agent at the conference referred to in Clause (1)(a);
 - (c) each party will advise the other no later than 4 months (or such other period as they may agree in writing) prior to the expiration of the period of appointment of his or her decision regarding the matters referred to in Clause (1)(a);
 - (d) in the event that the decision of the Employer, referred to in clause (1)(c), is to not support the re-appointment of the Principal Class Officer then the Principal Class Officer has the right to lodge a grievance in accordance with any relevant Ministerial Orders made under the Act.
 - (e) A Principal Class Officer will not be offered re-appointment to a principal position for any period that results in more than 10 continuous years in that position without the position being advertised.
- (2) Where the period of appointment is not more than one year, the period of months referred to in Clause (1)(a) is 3 and the period of months referred to in Clause (1)(c) is two.

11 NOTICES

- (1) All notices, consents, approvals, agreements or other communications by or to the respective parties to this contract will be in writing and will be deemed to be duly given or made:
 - (a) (in the case of delivery in person, by post or by e-mail) when delivered; or
 - (b) (in the case of a facsimile transmission) on receipt by the sender of a written transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number (provided that if the time of dispatch is not before 4.00 p.m. (local time) on a day on which business is generally carried on in the place to which such communication is sent, it will be deemed to have been received at the commencement of business on the next day in that place):

to the party to which such communication is required, permitted or to be given under this contract addressed to the address as shown in this contract or at such address as the relevant addressee may specify for such purpose to the other by notice in writing.

- (2) A written communication includes a notice by facsimile or e-mail transmission.

12. SIGNATURES

Signed this day of in the year of

SIGNED by the Employer
(or a person authorised by the Employer)

in the presence of

Signed this day of in the year of

SIGNED by the Principal Class Officer

in the presence of