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Mr Jeff Wait
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Without Prejudice


Dear Mr Wait

**DEPARTMENT FOR EDUCATION AND CHILD DEVELOPMENT SCHOOL AND
PRESCHOOL EDUCATION STAFF ENTERPRISE AGREEMENT – OFFER**

I refer to the formal Notice of Intention to commence negotiations under the *Fair Work Act 1994* issued in April 2015 and the various meetings and discussions that have occurred in relation to the negotiation of a new School and Preschool education staff enterprise agreement.

Having regard to the formal claim provided by the South Australian State School Leaders Association on 30 July 2015, other matters raised through negotiations and exchange of without prejudice draft proposals aimed at clarifying the scope of matters for consideration in a package offer, please find attached the Terms of Offer (the Offer).

The Offer addresses many of the issues discussed and takes into account the discussions during the last several months and in particular, the full and frank exchanges of views that have been directed to seeking opportunities for resolution and avoid a lengthy and disruptive offer/counter offer process.

The attached without prejudice Offer sets out the general intent of each of the elements of the offer that will in due course be included in a new enterprise agreement. The Offer is made as a total package in full and final settlement of all claims and is conditional on employee acceptance and subsequent approval by the Industrial Relations Commission of South Australia (IRCSA) pursuant to the *Fair Work Act 1994*.

The most significant elements of the Offer include:

- 3 x 2.5% pa general salary increases: first full pay period (ffpp) on or after 1 October 2015, 1 October 2016 and 1 October 2017;
- improved workload protections including:
 - retaining the current commitment with variation to allow for necessary changes to the student centred funding model;
 - strengthening of the workload monitoring group
 - inclusion of a work health and safety clause
- Leadership: additional administration time for principals and preschool directors; and

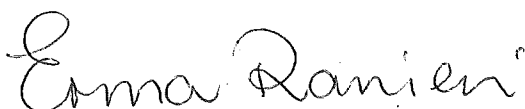
- Facilitative clause enabling the Chief Executive to appoint a Principal – Special Class with negotiated employment conditions.

Written confirmation of your acceptance is requested.

This Offer has also been provided to the Australian Education Union and the Public Service Association of SA Inc.

Should you wish to discuss the matters in this correspondence, please contact Mr Phil O'Loughlin, Executive Director, HR Improvement, DECD, on 8226 3663 or via email at phil.oloughlin@sa.gov.au; or Carolyn Hall, Manager Industrial Relations, OPS, on 8226 4013 or via email at carolyn.hall@sa.gov.au.

Yours sincerely



Erma Ranieri

COMMISSIONER FOR PUBLIC SECTOR EMPLOYMENT

under delegated authority as the declared employer
of the public employees pursuant to the *Fair Work
(General) Regulations 2009*

**Terms of Offer ("Offer")
for a new "School and Preschool Staff Education Staff Enterprise Agreement"**

Period of Agreement

Pursuant to the *Fair Work Act 1994* it is proposed that a new School and Preschool Education Staff Enterprise Agreement ("the enterprise agreement") will come into effect on the date of approval by the Industrial Relations Commission of South Australia (IRCSA) and will nominally expire on 30 June 2018.

Note: a reference in this Offer to approval, approval of the School and Preschool Education Staff Enterprise Agreement, or approval of the IRCSA, will be taken to mean approval by the IRCSA of a new School and Preschool Education Staff Enterprise Agreement pursuant to the Fair Work Act 1994, consequent on this Offer.

General Proposals

General Salary Increases

It is proposed that the rates in the wages and salary schedules of the enterprise agreement be adjusted by general salary increases of 2.5% pa from the first full pay period to commence on or after each of 1 October 2015; 1 October 2016; and 1 October 2017.

Note: reference to an operative date for any salary and/or allowance increase set out in this Offer means the increase is effective on or after the first full pay period following that date.

Appendix A 'The Commitment'

It is proposed to update *Attachment A – The Commitment* with amendment to Clause 1 (refer Attachment 2). This change provides resourcing assurances and DECD with the capacity to update and simplify funding arrangements through the Student Centred Funding Model if required, in consultation with the AEU and PSA.

Redeployment, Retraining and Redundancy

It is proposed that a new clause and Appendix be placed into the new enterprise agreement in the same terms as the principles outlined in the *South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014* (refer Attachment 3). A reference to section 72B of the *Fair Work Act 1994* will be placed into the No Extra Claims clause of the enterprise agreement.

It is also proposed that the current "required placement" processes outlined in school and preschool recruitment and selection policies and procedures continue. An agreed required placement provision for Aboriginal Education Workers will be developed during the life of the enterprise agreement.

The recruitment and selection policies and procedures will be also be amended to reflect the redeployment process.

Paid Maternity Leave and Paid Adoption Leave

It is proposed to extend the current adoption leave entitlements (which currently only apply to adoption of a child up to the age of 16 years) to include parents taking primary caring responsibility (parent-child relationship) as a consequence of surrogacy arrangements.

Paid Partner Leave

It is proposed that a new entitlement to partner leave will be included in the new enterprise agreement under which an employee (other than a casual employee) will be entitled to access up to one calendar week (pro rata for part-time non-teaching employees) of their accrued sick leave on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. This leave will be taken as full working days within three months of the birth or adoption.

Family and Domestic Violence Leave

It is proposed that the family and domestic violence leave clause in the new enterprise agreement will be amended to reference the *South Australian Public Sector Wages Parity Enterprise Agreement: Salaried 2014* or predecessor and administratively apply any future Commissioner's Determination so that any changes in those documents will automatically apply under the enterprise agreement.

Workload Management Group

It is proposed to rename the Workload Monitoring Group to the Workload Management Group and revise the existing clause to provide greater clarity around the role of the group. The revised clause will also enable the group to make recommendations to the Chief Executive. It is also proposed that the group will progress the development of a process for assessment of potential workload impact of new programs and systems of work (refer Attachment 4).

Work Health and Safety

It is proposed to include a work health and safety clause in the enterprise agreement to acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment (refer Attachment 5).

Aims and Objectives

It is proposed to replace the existing Continuous Improvement clause with a new Aims and Objectives clause which acknowledges the parties will continue to pursue, and contribute to, ongoing improvements to the efficiency, effectiveness and delivery of quality education services and performance of the public education sector (refer Attachment 6).

Grievances Concerning Workload

It is proposed to clarify that non-teaching staff and leaders have access to the grievance process for concerns relating to excessive workload.

Personnel Advisory Committee (PAC) and Training Improvements

It is proposed to amend clause 3.5.9 in the enterprise agreement to include strategies to manage the workload for teachers where one or more students with an individual learning plan or students with other special needs are enrolled, staff meetings and implementation of adequate release time for individual education plans (refer Attachment 7).

It is also proposed to amend clause 3.5.14 to ensure that in the exercise of its functions the PAC will act in accordance with the PAC Handbook.

It is also proposed to clarify arrangements for the provision of time for PAC members' in the PAC clause (refer Attachment 7).

It is also proposed to review PAC training to be completed by the end of Term 1, 2016 (refer Attachment 7).

Union Rights

It is proposed to amend the existing Unions clause to recognise the important role of unions in the conduit of information between members and management about employment matters; and representation of members in relation to employment entitlements and grievances.

Proposals for School and Preschool Teacher and Leader Workload Protection

School Principal Workload

It is proposed to include additional leadership administration time for school principals by providing an additional allocation of 0.1 FTE teacher per annum for each school. This resource is to be used by principals to address their workload. The allocation will be provided through an additional supplementation in a school's Resource Entitlement Statement.

This proposal will be outlined in a revised *Attachment A – The Commitment*.

It is also proposed to include a maximum face to face teaching time for Band A leaders in schools in the enterprise agreement (refer Attachment 9).

Preschool Director Workload

It is proposed to increase Additional Leadership Administration Time for standalone preschools by providing an additional allocation of 0.1 FTE teacher per annum for each full time preschool (pro rata for part time centres). This resource is to be used by preschool directors to address their workload.

The proposed allocation will be recognised via modification of clause 2 – Preschools of *Attachment A – The Commitment* and is in addition to the current additional leadership administration time outlined in the Commitment of the 2012 enterprise agreement.

School Teacher Workload

It is proposed to amend the “Mainstream Class Size when Students with Individual Plans are Enrolled” clause to provide certainty for teachers of fair and reasonable treatment in workload management for mainstream classes with students with special needs. This clause will be designed to ensure that individual teachers are consulted on workload management in classes where there are students with special needs and the Principal, in partnership with the PAC, will work to ensure fair and equitable overall workload for staff (refer Attachment 8).

It is proposed to allocate additional funding for the life of the enterprise agreement to provide students who have been identified for a special option (special class, disability unit or special school) with an increased range of special pathways options.

Change in Administration Time for School Based Preschools

It is proposed to provide an additional clause in *Attachment A – The Commitment* in the enterprise agreement in relation to school based preschools so that the Principal, in partnership with the PAC, will determine the allocation of additional administration time to address the increase in workload associated with meeting the reporting requirements of the National Partnership Agreement on Early Childhood Education and the implementation of the National Quality Framework. The additional resources are proposed as follows:

- Additional 0.05 FTE administrative time for schools with fewer than 20 preschool enrolments.
- Additional 0.10 FTE administrative time for schools with greater than or equal to 20 preschool attendances but less than 50 preschool enrolments.
- Additional 0.15 FTE administrative time for schools with greater than or equal to 50 preschool enrolments.

Face to Face Teaching Hours: Schools

It is proposed to amend the current face to face teaching hours clause to clarify the teaching load for primary deputy principals in schools of less than 190 enrolments and that in the case of school-based preschool teachers, face to face teaching and Non Instruction Time will be the same as primary school teachers (refer Attachment 9).

It also proposed to include the following wording in the face to face teaching hours clause in relation to release time for developing Individual Education Plans:

Teachers will be provided with adequate release time to liaise, develop and write an individual education plan, having regard to the teacher's total workload.

It is also proposed to clarify the “other duties” clause in relation to Non-Instruction Time provisions and core duties of teachers in the enterprise agreement (refer Attachment 9) and to include that the Principal, in partnership with the PAC will have regard to “other duties” which may be reassigned, or managed better.

Class size: Schools

It is proposed that the following will be inserted into the class size clause in the enterprise agreement:

Teacher to Student Ratios: Special Schools, Special Units and Special Classes

The teacher to student ratio in Special Schools, Special Units and Special Classes shall on average not be greater than:

- (a) 1:12 for Primary or Secondary special classes and Language and Communication special classes
- (b) 1:8 for Identified Disabled students and Very High Sustained students in a Special School or Special Unit, Junior Primary special class and Language and Communication special classes
- (c) 1:4 for High Sustained (formerly Sensory Impaired) classes in a Special School or Special Unit

Band B positions

It is proposed that information contained in Schedule 5 in the 2012 enterprise agreement regarding face to face teaching for Band B positions will be placed into clause 5.2 of the new enterprise agreement (refer Attachment 9).

Proposals for teachers and leaders**National Professional Teacher Standards: Highly Accomplished Teacher (HAT) and Lead Teacher (LT)**

It is proposed to include classification and salary levels relating to Highly Accomplished Teachers (HATs) and Lead Teachers (LTs) consistent with the HATs and LTs trial.

The proposed salary levels are as follows:

- HAT - \$102,058 pa (equivalent to Band B-1 salary)
- LT - \$107,880pa (mid-point between Band B-2 and Band B-3 salary)

These salary levels will be operative from the date of approval of the enterprise agreement and are inclusive of the proposed salary increase of 2.5% per annum from the first pay period commencing on or after 1 October 2015. Salary levels will be increased by the proposed salary increases of 2.5% per annum from the first full pay period commencing on or after 1 October 2016 and 1 October 2017.

Roles will be position based (not a personal classification) and it is planned to allocate 80% of the roles are situated in the Department for Education and Child Development's (DECD) most disadvantaged schools. It is proposed that a facilitative clause be included in the enterprise agreement for implementation in 2016. A generic role description will be developed for both HAT and LT positions, agreed between DECD and the AEU.

Principal Classification Criteria – Area and R-12 Schools

It is proposed to lower the enrolment threshold levels for Area and R-12 Schools, which determine the minimum principal classification level as an acknowledgment of the complexity and diversity of issues in those schools and the broader curriculum required to accommodate a varied range of students.

Principal – Special Class

It is proposed to include a new classification of Principal – Special Class in Schedule 3 of the enterprise agreement. The Chief Executive or delegate may create a position of Principal – Special Class where one of the following conditions can be met:

- The role has duties beyond those currently described in the Principal Job and Person Specification; and/or
- Attraction and retention incentives are required to attract and/or retain a Principal to a school.

Under the proposal, the incumbent, employed under teacher conditions, will be required to enter into an agreement on an individual basis. Permanent employees who are successful in obtaining a Principal – Special Class position will fall back to their substantive level at the end of tenure of the position, including Key Teacher Fall Back where eligible.

In addition, Principal – Special Class positions will be advertised as such and the advertisement will clearly indicate whether the role has duties beyond those currently described in the Job and Person Specification and/or whether attraction/retention incentives will be available for negotiation. Where attraction/retention incentives will be available, the position will be advertised at a substantive principal level within the Band A structure.

Fall Back for Seconded Teachers

It is proposed that from commencement of the 2015 school year, appointment to a Seconded Teacher position of up to five years will count towards accumulation of time for the eligibility to receive the Key Teacher Fall Back salary (equivalent to AST2).

This fall back salary will not apply if a permanent teacher occupies a Seconded Teacher position for a continuous period longer than five years. In this circumstance the fall back salary will be to the teacher's substantive level.

Country Incentives

It is proposed to increase country incentive payments by 2.5% pa operative from the commencement of Term 1 in each school year (i.e. 28 January 2016 (ffpp)), 2017 and 2018.

It is proposed to amend the country incentives scheme to provide a fixed annual cash incentives payment equal to the averaged amount over the course of five years, rather than an increasing rate over the five year period.

It is proposed include a facilitative clause in the enterprise agreement that DECD and the AEU will review the country incentives scheme during the life of the enterprise agreement.

Proposals for SSOs, ECWs and AEWs

Reform of the School Services Officer (SSO) Workforce

It is proposed to include a facilitative clause to develop new work level definitions and position information that define the classification levels for SSOs to replace the current work level definitions in the *School Services Officers (Government Schools) Award* ("SSO Award"). This will improve clarity and enable greater flexibility in the roles undertaken by SSOs to meet local needs of schools. DECD, AEU and PSA will prepare new work level definitions and position information by the end of Term 2, 2016. The agreed new work level definitions and position information will be implemented as a consent variation to the SSO Award.

Reform of Early Childhood Worker Workforce

It is proposed to include a facilitative clause to review the applicability of the improved SSO work level definitions to Early Childhood Workers in preschools during the life of the enterprise agreement.

Reform of Aboriginal Education Worker Workforce

It is proposed to include a facilitative clause to review and act upon the recruitment and selection policy and classification structure of Aboriginal Education Workers during the life of the enterprise agreement.

Toileting Allowance – SSOs and ECWs

It is proposed that a new clause will be included in the new enterprise agreement for a \$500 per annum allowance (pro-rata for part time employees) to SSOs and ECWs who, as part of their role

statement, have the primary responsibility for toileting care to a student/s with a recognised continence plan.

This allowance will be available from the date of approval of the new enterprise agreement and increased in line with annual salary increases.

On-call and Recall Allowances – SSOs and ECWs

It is proposed to increase on-call and recall allowances in line with salary increases under the new enterprise agreement.

TOIL and Overtime for Aboriginal Education Workers

It is proposed to extend relevant TOIL and Overtime provisions for SSOs and ECWs in the enterprise agreement to include Aboriginal Education Workers.

TOIL for part time SSOs and ECWs

It is proposed to replace references to "time bank" with "TOIL" to enable the flexibility for SSOs and ECWs to use TOIL for public holidays or in line with other TOIL provisions.

Additional Hours for SSOs and ECWs

It is proposed to amend clause 2.2.1 of the current enterprise agreement to clarify that vacancies of 15 hours or less per week must be offered to permanent part-time staff within a school or preschool in the first instance.

Other proposals

Reform of Swimming and Aquatics Instructors Workforce

It is proposed to include a facilitative clause for DECD to review the classification structure, job security and leave for Swimming and Aquatics Instructors. DECD will prepare a report with recommendations to the Chief Executive for consultation with the AEU during Term 4, 2016 and Term 1, 2017.

Existing Conditions

Except where the particular clauses are no longer relevant or are varied or updated through negotiations for a new enterprise agreement, it is intended that existing employment conditions in the current enterprise agreement be maintained.

Notes and interpretation applicable to this Offer

Note: These "Terms of Offer" are provided on a without prejudice basis as a package in full settlement of all claims made. The Office for the Public Sector on behalf of the employer, reserves the right to vary, withdraw or correct any unintended aspect of this Offer. The Offer is conditional on an agreement being reached and approved by the IRCSA, consequent on this Offer. Except where indicated, the proposals in this "Terms of Offer" outline the nature of each aspect of the offer on the basis that, where applicable, issues of detail or clarification will be provided in the proposed agreement or be the subject of further clarification if necessary.

Interpretation: A reference in this Offer to a payment to be made will be taken to being subject to the payment being effected within a reasonably practicable time after an agreement is approved or a payment is due, provided that implementation of changed salary or wage rates will generally have priority over giving effect to other payment/s. A reference to "ffpp" in relation to a date, means the first full pay period to commence on or after the date specified. Unless otherwise stated in this Offer, the operative date will be on and from the date of approval by the IRCSA.

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ATTACHMENT A – THE COMMITMENT

PREAMBLE

This commitment will operate until the end of the 2018 school year, or until such time as the *South Australian School and Preschool Education Staff Enterprise Agreement 2015* is revoked or terminated in accordance with the *Fair Work Act 1994 (SA)*, or until such time as a new enterprise agreement is approved, whichever is sooner.

The purpose of the Commitment is to provide assurance that schools subject to the Student Centred Funding Model (SCFM) will continue to receive sufficient security of funding to meet industrial obligations that regulate workload for teachers and leaders and to confirm continued application of formula and resources applicable to schools and preschools that are not funded through SCFM.

1. STUDENT CENTRED FUNDING MODEL

The parameters for the allocation of staff work and the management of workload are provided by the South Australian Preschool and School Education Staff Enterprise Agreement 2015. For the 2016 school year, schools that are resourced pursuant to the Student Centred Funding Model (SCFM) will to be provided with sufficient resources to ensure these industrial entitlements are enacted. All elements of the Student Centred Funding Model and all Standard Salary Rates will be indexed by 2.5%¹ for the 2016 school year.

DECD will review the SCFM during 2016 and any changes will be implemented from the 2017 school year. The total SCFM funding will be indexed based on the mean average of the Standard Salary Rates changes and the change in student enrolments to ensure total resourcing consistency.

Consultation in relation to any decisions made on changes to the SCFM will be subject to clause 3.3 of the Enterprise Agreement. This clause requires DECD to make available to the AEU and PSA all relevant information on the changes, including the impact on school funding levels across the system. DECD is industrially obligated to fully consider and respond to any concerns raised.

2. PRESCHOOLS

Preschools will be resourced in accordance to the National Quality Framework (NQF) educator to child ratios. The formulas contain allocations for leadership, teaching staff and non-teaching staff which will enable:

- Contact time to be maintained at existing levels consistent with Circular 32;
- Additional Leadership Administration Time will be allocated to preschools using the formula described hereunder:
 - PSD1 = 12 TRT days per annum
 - PSD2 = 12 TRT days + 5 TRT days loading per annum
 - PSD3 = 12 TRT days + 8 TRT days loading per annum
 - PSD4 = 12 TRT days + 8 TRT days loading per annum
- Preschools to comply with the National Quality Framework (NQF) educator to child ratios.

From the commencement of the 2016 school year each full time stand-alone preschool (pro rata for part time centres) will be provided with an additional allocation of 0.1FTE of a teacher per annum to

¹ The indexation of 2.5% is in line with the government's wages policy.

address preschool director workload. This allocation is in addition to the additional leadership administration time outlined above.

Preschools that provide Universal Access to Early Childhood Education to ensure that 4 year old children have access to 15 hours of preschool prior to entry into school will continue to receive 20% adjustment to their staffing entitlement.

Preschool directors working in Rural Integrated Services, Children's Centres for Early Childhood Development and Parenting, and Other Approved Integrated Children's Centres, where the director is counted as part of the teacher/child staffing ratio shall be entitled to an additional 0.5 FTE teacher to provide 0.5 non-contact time for the director. In centres where the director is 0.5 FTE an additional 0.5 FTE director time will be allocated.

Preschool Directors working in rural part time centres with a rural care worker and/or more than two sessions of occasional care will increase their time fraction by a maximum of 0.1 FTE. If a centre should offer both programs, the increase in director time is 0.1 FTE.

3. SCHOOL BASED PRESCHOOLS

School Based Preschools will be resourced in accordance to the National Quality Framework (NQF) educator to child ratios.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to School Based Preschools based on February child enrolments using the following formula:

- Flexible Initiative Resourcing will be allocated on 0.2 FTE teacher per 100 students (with School Based Preschools enrolments discounted to 0.4 of total enrolments in proportion to the session attendance).
- Additional Leadership Administration Time will be allocated on 0.119 FTE teacher per 100 students.

The following additional allocation will be provided from the commencement of the 2016 school year:

- Additional 0.05 FTE teacher administrative time for schools with less than 20 preschool enrolments.
- Additional 0.10 FTE teacher administrative time for schools with greater than or equal to 20 preschool enrolments but less than 50 preschool enrolments.
- Additional 0.15 FTE teacher administrative time for schools with greater than or equal to 50 preschool enrolments.

4. SCHOOLS – ADDITIONAL LEADERSHIP ADMINISTRATION TIME

From the commencement of the 2016 school year each school will be provided with additional leadership administration time of 0.1FTE of a teacher per annum to be used by principals to address their workload.

The allocation will be provided through an additional supplementation in the school's Resource Entitlement Statement.

5. SPECIAL SCHOOLS AND UNITS

Special schools and units will continue to be resourced in accordance to the 2012 formulas for special schools and units to maintain existing student to teacher ratios and existing leadership arrangements.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to Special schools and units based on February student enrolments using the following formula:

- Flexible Initiatives Resourcing will be allocated on 0.967 FTE teacher per 100 students.
- Additional Leadership Administration Time will be allocated on 0.117 FTE teacher per 100 student.

6. FLEXIBLE INITIATIVES RESOURCING

For those schools funded under the Student Centred Funding Model (SCFM), the funding formerly known as Flexible Initiatives Resourcing (FIR) will be incorporated into the SCFM. Other schools and school based preschools will continue to have FIR identified separately. As indicated in the Clause 1 of the Commitment, this funding will be indexed in line with salary increases which will be 2.5% for the 2016 school year, 2.5% for the 2017 school year and 2.5% for the 2018 school year. For the 2016 school year, the total funding attributable to FIR will be \$39,752,530, for the 2017 school year the amount will be \$40,746,343 and for the 2018 school year the amount will be \$41,765,002.

7. STUDENTS WITH LEARNING DIFFICULTIES GRANT

An additional allocation of \$4m per annum will be allocated to the Student with Learning Difficulties Grant for the life of the Enterprise Agreement. The \$4m will be indexed to the standard teacher salary rate.

8. INTENSIVE ENGLISH LANGUAGE CENTRES (NEW ARRIVAL PROGRAM)

Intensive English Language Centres (New Arrival Program units) will continue to be resourced at existing levels (for the same number of students) to guarantee class sizes specified in clause 5.3.5 are maintained and existing leadership arrangements remain in place.

9. LEARNING CENTRES (BEHAVIOURAL UNITS)

Learning Centres will continue to be resourced in accordance in accordance to the 2015 formulas for Learning Centres to maintain existing student to teacher ratios.

10. OPEN ACCESS COLLEGE

The Open Access College will continue to be resourced in accordance to the 2015 formulas for the Open Access College to maintain existing student to teacher ratios and existing leadership arrangements.

Flexible Initiative Resourcing and Additional Leadership Administration Time are allocated to Open Access College based on February student enrolments using the following formula:

- Flexible Initiatives Resourcing will be allocated
 - 0.196 teacher FTE for every 100 primary students enrolled
 - 0.245 teacher FTE for every 100 secondary students enrolled
- Additional Leadership Administration Time will be allocated on 0.117 FTE teacher per 100 student.

11. ICT TECHNICAL AND CURRICULUM SUPPORT IN SCHOOLS

DECD will continue to provide the ICT Technical and Curriculum Support grant with \$13,978,163 for the 2016 school year, \$14,327,617 for the 2017 school year and \$14,685,807 for the 2018 school year.

12. SPECIAL NEEDS TIER 2 FUNDING

DECD recognises that students with special needs require additional support and will continue to provide additional targeted funding to support these students.

13. SPECIAL PROJECT TIER 2 FUNDING

DECD will continue to provide additional funding to schools and preschools in line with state and commonwealth government priorities at the time.

14. RESOURCE ALLOCATION ADJUSTMENT PANEL

DECD will continue to provide a contingency fund managed by the Resource Allocation Adjustment Panel for the purpose of meeting expenditure of an extraordinary or abnormal kind incurred by a school and/or preschool.

15. RESOURCE ENTITLEMENT STATEMENT

Each year DECD will provide to each school and preschool, a Resource Entitlement Statement which details the funding allocated to that school or preschool in line with the funding arrangements in place at that time.

16. RESOURCE ENTITLEMENT STATEMENT NOTES

Each year DECD will provide to each school and preschool, Resource Entitlement Statement Notes that provides details on the funding arrangements and formulas in place at that time.

17. MEETING INDUSTRIAL REQUIREMENTS

If a school or preschool can demonstrate that their funding is insufficient to meet their industrial obligations during the life of this agreement, DECD and the principal in partnership with the PAC or preschool director in partnership with the preschool workgroup will jointly examine the allocation of resources. The examination will include an analysis of appropriate management and support structures, previous staffing arrangements and classroom composition for schools or preschools of similar size, type and complexity.

If required, additional resourcing will be provided to ensure the school or preschool is able to meet their industrial obligations.

Redeployment, Retraining and Redundancy

It is proposed that the following wording will be a new clause 4.11 – Redeployment, Retraining and Redundancy in the enterprise agreement:

Clause 4.11 – Redeployment, Retraining and Redundancy

- 4.11.1 *Subject to this clause and conditional on approval of this Enterprise Agreement, the parties acknowledge that this agreement is made and entered into on the basis that a new redeployment, retraining and redundancy scheme as detailed in Appendix X will be implemented to apply to DECD and all employees covered by this Enterprise Agreement.*
- 4.11.2 *An employee will be declared as excess to the requirements of DECD where the duties assigned or allocated to them or the role or position at their substantive classification/remuneration level are/is no longer required and it is not practicable to transfer to and, where relevant assign the employee to other duties commensurate with their substantive remuneration level within a reasonable time (with or without the provision of additional training to the employee).*
- 4.11.3 *Prior to considering whether a permanent employee is excess to requirements (and formally declaring them as excess) the employer will consider suitable alternative roles, duties or positions within DECD that are available or likely to become available within a reasonable time and into which the employee could be placed with or without the provision of additional training. Permanent employees will be considered for placement in accordance with Clause 4.12 Required Placement.*

It is proposed that the following wording will be a new clause 4.12 – Required Placement in the enterprise agreement.

Clause 4.12 Required Placement

- 4.12.1 *When a permanent employee covered under this Enterprise Agreement is required to be placed the following practices apply:*
- *Wherever practicable the employee is placed in a permanent ongoing role.*
 - *Where a permanent role is not available the employee may be placed in a temporary vacancy in a school or preschool pending the availability of a suitable ongoing permanent role.*
- 4.12.2 *The provisions concerning required placement of teaching staff in schools will be in accordance with Appendix 5 of the "Procedures for the Recruitment and Selection of Teaching Staff in Schools" or its successor.*
- 4.12.3 *The provisions concerning required placement of School Services Officers and Early Childhood Workers will be in accordance with Appendix 4 of the "Procedure for the Recruitment and Selection of Ancillary Staff in Schools and Preschools", or its successor.*
- 4.12.4 *An agreed required placement provision for Aboriginal Education Workers will be developed during the life of this Enterprise Agreement. In the interim the required placement provisions for Aboriginal Education Workers will be on the same terms as those provided in subclause 4.12.3 for School Services Officers and Early Childhood Workers.*

- 4.12.5 The provisions concerning required placement of teaching staff in preschools will be in accordance with section 4.7 of the "Policy for the Recruitment and Selection of Teaching Staff in Preschools", or its successor.
- 4.12.6 DECD will genuinely consult with the AEU and the PSA, where relevant, in relation to any proposed amendment of the above named policies.

It is proposed the following wording will be placed as an Appendix in the enterprise agreement:

REDEPLOYMENT, RETRAINING AND REDUNDANCY

1. The parties acknowledge the following principles that outline the core elements proposed for a redeployment, retraining and redundancy policy. Implementation will be supported by information contained in relevant Recruitment and Selection Policies on managing excess employees.
2. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct that are the subject of provisions contained in the DECD Managing Unsatisfactory Performance Guideline. This Guideline will apply in the event that an employee declared excess declines to elect an option, participate in this process or refuses a reasonable alternative role.
3. DECD is a dynamic workplace with diversity of skills, capabilities and employees. These principles recognise this diversity and the challenges that the wider economic environment will place on the:
 - a. need for increased flexibility towards changing skills sets
 - b. the retention of existing skills and capabilities over time; and
 - c. managing service delivery within available resources.
4. DECD will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the department and, wherever possible, limit the use of temporary and casual staff.
5. Employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring ("declared excess employees") will engage in opportunities for retraining and redeployment.
6. Where DECD undertakes a restructure/reorganisation it will consult with employees/employee associations and actively case-manage an employee declared excess.
7. An employee declared excess will be advised in writing to that effect: provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
8. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in DECD and/or the SA Public Sector after 12 months (since written advice of being declared excess), they may be separated with a suitable payment.
9. An employee who is placed in ongoing or temporary employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position.

DECD will:

- a. *Ensure compliance with the Education Act 1972, Public Sector Act 2009, Children's Services Act 1985 and other applicable legislation; with applicable industrial instruments (enterprise agreements and awards) made under the Fair Work Act 1994 and with relevant DECD policies and procedures, Commissioner's determinations or guidelines including:*
 - i. *Consult with employees and employee associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.*
 - ii. *Ensure that the use of temporary and casual staff is reduced wherever possible.*
 - iii. *Ensure available roles and vacancies are promoted/advertised and support employees to be redeployed.*
 - iv. *Actively case-manage excess employees to effectively assist in any transition to new roles including:*
 1. *providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;*
 2. *provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, or restructures; and*
 3. *adhere to voluntary separation arrangements² and/or release of an employee.*
- b. *Where an employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a suitable payment.*
- c. *The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.*

Excess Employees

- a. *Excess Employees are responsible for actively adapting and developing their skills including:*
 - i. *Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.*
 - ii. *Co-operating with DECD or an agency to which they may be assigned, participate in retraining opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.*
 - iii. *Work with a nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.*

² Treasurer's Budget Statement June 2015: TVSP 10 weeks plus 2 weeks payment per year of service to a maximum of 52 weeks.

- iv. *Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training)*³.
- b. *Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a public sector employee.*⁴

Application of separation payments

- a. *An applicable voluntary separation arrangement must be offered to an excess employee if they haven't been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).*
- b. *Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quanta of any future invitation to accept a separation package will be reduced:*
 - i. *Redeployment period more than 3 months and up to 6 months - 50% reduction;*
 - ii. *Redeployment period greater than 6 months and up to 9 months – 75% reduction.*

The Chief Executive, DECD must notify the union/s, and at the same time the Commissioner for Public Sector Employment (CPSE), at least three months prior to the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a suitable package in the event that they are unable to be placed at the end of 12 months.

Where a significant number of employees are to be declared excess then the CPSE must be advised at the earliest opportunity.

This Appendix is to be read in conjunction with relevant DECD policies and procedures.

³ This is intended to be broadly considered: does the person have the skills and capabilities to perform the duties to a substantial extent (including with training). That is, there does not need to be direct match with all of the requirements of the role/position.

⁴ This includes any review, appeal and/or performance management process/es that may apply to the employee or that may be utilised by the agency.

Clause 3.2 - Workload Management Group

- 3.2.1 *The Department, AEU and PSA acknowledge that the workload for employees in schools and preschools should not be excessive, unreasonable or unsustainable.*
- 3.2.2 *Agreed terms of reference for the WMG will be developed by members within three (3) months of the approval of this Enterprise Agreement.*
- 3.2.3 *The purpose of the Workload Management Group (WMG) is to:*
- (a) Jointly develop a Workload Assessment Tool for new programs and systems or work within three (3) months of the approval of this Enterprise Agreement.*
 - (b) Assess and evaluate the implementation and resourcing of new initiatives across the department in relation to the potential impact on teacher, leader and ancillary staff workload.*
 - (c) Evaluate existing practices with regard to workload impacts so as to develop and implement strategies to decrease workload for teachers and leaders.*
 - (d) Share information on best practice ideas and solutions to managing workload.*
- 3.2.4 *Where appropriate, the WMG will provide recommendations to the Chief Executive regarding the mitigation of workload.*
- 3.2.5 *The WMG will comprise of up to four representatives from DECD, up to four from the AEU, and a nominee from the PSA.*
- 3.2.6 *The WMG will meet on a regular basis as agreed by the parties and at least once per school term.*
- 3.2.7 *The parties aim to take a cooperative approach to problem solving workload matters.*
- 3.2.8 *The WMG will provide a report on the work that has been undertaken to the Chief Executive, Minister, Branch President, AEU and General Secretary, PSA by 30 June each year.*
- 3.2.9 *Matters addressed through grievance processes contained in this Enterprise Agreement do not form part of the work of the WMG unless this has been determined as part of the grievance process.*

Work Health and Safety Clause

The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.

The employer will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:

- (a) Improve workplace health and safety;*
- (b) Improve return to work performance; and*
- (c) Reduce human and workplace costs of injury or illness.*

The employer acknowledges its responsibility under relevant legislation for duty of care to employees.

The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:

- (a) Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.*
- (b) Supporting and engendering a safety culture within DECD that promotes the adoption of safe work practices.*
- (c) Achieving continuous improvement, and best practice, in work health and safety, and injury management performance.*
- (d) Implementation and continuous improvement of monitoring and reporting systems.*
- (e) Development and implementation of more flexible "return to work" options aimed at improving return to work performance.*
- (f) A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.*
- (g) Participation in pro-active prevention strategies, including adequate training for all categories of duty holders and employees, aimed at improving the health, safety and well-being of all employees.*
- (h) Achieving improved outcomes from preventative, rehabilitation and return to work strategies.*
- (i) Implementation of guidelines for working hours and managing fatigue in the workplace.*

The employer acknowledges the benefits both to the organisation and individual employees gained through employees having a balance between their work and personal life.

In establishing and maintaining a safe and healthy work environment, DECD will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

The employer recognises that the allocation of work (including face to face teaching; NIT duties; and other duties) must include consideration of the employee's role, overall workload and health and safety.

In the case of non-teaching employees, the employer recognises that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work, health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.

If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded, the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Chief Executive (or Delegate). The review will address the employees' concerns and identify how workloads can be managed so as to avoid creating unreasonable workloads.

Release Time for WHS Representatives

A work health and safety (WHS) representative, as defined under the Work Health and Safety Act, is entitled to take such time off work as is reasonably necessary for the purposes of performing the function of a WHS representative under that Act. A WHS representative who takes time off work is entitled to take that time without the loss of any remuneration that they would have received.

In order to enable the WHS representative to represent the workgroup and to perform their functions effectively it is appropriate that time be provided for them to undertake their role.

The level of support required would be determined by the PAC based on, but not limited to, the factors listed below:

- (a) Number of employees represented.*
- (b) Nature, type and similarity of work performed by the employees.*
- (c) Areas or places of work.*
- (d) The extent to which an employee may move from place to place;*
- (e) Risk factors involved in the type of work;*
- (f) Times at which work is performed.*
- (g) The functions that the representative needs to carry out in accordance with the Act.*

Aims and Objectives

The following proposed clause will replace the current clause 1.9 Continuous Improvement.

1.9.1 The aims and objectives of this Agreement are to:

- (i) improve the structure, productivity, efficiency and effectiveness of the South Australian public education system through the introduction of initiatives at the departmental or site level;*
- (ii) attract school and preschool employees to, and retain employees in, permanent full time or part time employment in the South Australian public education sector and to reduce reliance on temporary contracts and/or casual employees to meet ongoing and planned workforce requirements;*
 - (a) DECD recognises that permanent part or full time employment is the preferred form of engagement for employees covered by this Agreement;*
 - (b) DECD recognises that temporary and casual employment are not the preferred modes of employment, and DECD will work towards minimising the use of temporary and casual staff in all school and preschool sites.*
- (iii) provide for continuous workplace transformation with the objective of continuous service improvement;*
- (iv) improve the delivery of education to children and young people in the public education system;*
- (v) continue to implement initiatives that support appropriate workforce flexibility, mobility, development and performance;*
- (vi) facilitate flexible working hours to enable employees to balance their work and other responsibilities whilst at the same time enabling sites to meet the needs of students and services;*
- (vii) identify and develop strategies to ensure effective consultation and communication throughout DECD;*
- (viii) develop strategies to deliver efficiencies to the employer that have regard to training and development opportunities for employees;*
- (ix) identify and implement strategies to create safer working environments which will contribute to reductions in work injuries;*
- (x) ensure an ongoing stable industrial relations framework at the system, school and preschool level that assists sites to improve efficiency and performance; and*
- (xi) ensure ongoing cooperation between the parties to achieve improvements in work health and safety performance.*

CLAUSE 3.5 – PERSONNEL ADVISORY COMMITTEE

3.5.9 The Principal will in all cases, except where it is not practicable because of the nature or urgency of the matter, work in partnership with the PAC at a school including in relation to:

- (m) strategies to manage the workload for teachers where one or more students with an individual learning plan or students with other special needs are enrolled.
- (s) The number, length, frequency and timing of staff meetings.
- (t) implementation of adequate release time for teachers to liaise, develop and write an individual education plan having regard to the teacher's total workload.

3.5.14 In the exercise of any of its functions as provided for by this Enterprise Agreement, the PAC will act in accordance with the Personnel Advisory Committee Handbook.

Release Time for PAC Representatives

3.5.17 In view of the key role the PAC has in the effective deployment of human resources within the school; the broad range of responsibilities undertaken by the PAC; and its role in grievance processes under the Enterprise Agreement, Principals will consider ways in which PAC members will be provided with time to enable them to be effective in their roles. This includes ensuring that they have appropriate time to consult with and represent staff and attend PAC Training when required. Duties such as yard-duty, relief cover or other in-school responsibilities will be reorganised to accommodate this. A reduced face to face teaching load may also assist members in their role.

3.5.18 Schools may use part of their funding to support release time for members of the PAC.

3.5.19 Under Clause 5.2.20 of the Enterprise Agreement the Principal in consultation with the PAC must make an assessment of the range of other duties assigned to PAC members. This would include the role of a PAC member.

3.5.20 – Review of PAC Training

- (a) DECD, AEU and PSA will conduct a review of PAC Training.
- (b) Variations to PAC Training and wording in the PAC Handbook may be made as agreed between the parties. The parties will conduct the review with the aim that agreed changes will be finalised by the end of Term 1, 2016.
- (c) The parties agree that the review of PAC Training will include, but not be limited to, the following areas:
 - a. Requirements for the undertaking of PAC Training.
 - b. PAC minutes and their distribution.
 - c. Factors for consideration when determining appropriate time allocation for PAC members.

- d. Appropriate job design, particularly for Band B leaders.*
- e. Processes for resolving workload grievances raised pursuant to clause 5.6 of this Enterprise Agreement.*
- f. Determination of appropriate staff meeting arrangements pursuant to clause 3.5.9(s) of this Enterprise Agreement.*
- g. Consultation and agreement processes for arrangements to average face to face teaching time.*
- h. Consultation and provision of information to identify Tier 2 funding in the Resource Entitlement Statement (RES) and the support requirements for students with special needs and intervention programs.*
- i. Workload strategies for mainstream classes with students with individual plans including adequate release time for teachers writing individual education plans.*
- j. Factors for consideration when determining appropriate timetabling structures and class allocations.*

5.3.10 – Mainstream Classes When Students With Individual Plans Are Enrolled

5.3.10.1 *The Principal and PAC will consult with teachers about workload matters associated with teaching a mainstream class when students with individual learning plans or students with other special needs are enrolled.*

5.3.10.2 *In classes where a teacher teaches the same student or group of students with an individual learning plan or other special needs for the majority of their face to face teaching load the PAC will consult directly with the teacher to determine the best strategies to address the workload.*

5.3.10.3 *Where a class has one or more students with an individual learning plan or students with other special needs the PAC will plan for the minimum class size possible having regard to the following:*

- (a) the nature of the students disability or special needs;*
- (b) the number of students with individual plans enrolled in the class;*
- (c) the level of support the students need and are provided with;*
- (d) the maturity and capabilities of the students;*
- (e) the educational needs of all students in the class;*
- (f) ensuring a safe working environment without risk to health;*
- (g) nature of the activities and equipment to be used;*
- (h) the workload of the teacher;*
- (i) an appropriate level of NIT to assist the teacher with increased preparation, assessment and reporting requirements;*
- (j) qualifications, experience and capabilities of the teacher;*
- (k) the adverse impact on the size of the other classes across those year levels.*

Proposed Clause 5.2 – Face to Face Teaching Hours

- 5.2.1 *For the purpose of clauses 5.2.2-5.2.22 a teacher means the classification of teacher, Band A and Band B leaders in schools.*
- 5.2.2 *For the purpose of this clause, face to face teaching, in relation to a particular teacher, means:*
- (a) Rostered teaching sessions during student instruction time, in a documented approved course of study for which the teacher has the primary responsibility for education delivery;*
 - (b) Tutoring or special needs support which is programmed;*
 - (c) Relief teaching lessons;*
 - (d) Pastoral care/home group activities involving student supervision, student counselling or consultation in which at least some of the activities are designed to enhance personal development;*
 - (e) Rehearsals, practices, presentations, performances which are part of the curriculum;*
 - (f) Work experience and vocational education program delivery and/or supervision in secondary schools;*
 - (g) School excursions and camps which are part of the curriculum;*
 - (h) Assemblies;*
 - (i) Care group, home group and roll class;*
 - (j) In class supervised eating time in school based preschools, junior primary and primary schools;*
 - (k) Supervision of timeout, withdrawal and/or detention rooms which occur during student instruction time.*
 - (l) Sports coaching which is required as part of the curriculum.*
- 5.2.3 *In the case of a student counsellor, face to face teaching includes time allocated for student counselling and consultation.*
- 5.2.4 *In the case of a teacher librarian, face to face teaching includes time allocated for student contact and consultation in a library.*
- 5.2.5 *For the purpose of this clause Non Instruction Time (NIT) in relation to a particular teacher includes the time during school hours allocated to teachers to enable them to undertake preparation of lessons, assessment of student work, report writing and curriculum development and shall include leadership time for Band A and Band B leaders in schools. It is noted that school hours is the period of time of 1600 minutes of instruction as applied at clause 5.2.11 of this Enterprise Agreement.*

- 5.2.6 At times it may be reasonable for teachers to undertake other duties required by the line manager during the time allocated for NIT. Such arrangements must be negotiated with the teacher.
- 5.2.7 The requirement to undertake other duties does not reduce a teacher's entitlement to a minimum amount of NIT.
- 5.2.8 Each period of NIT should be a minimum of one lesson and in any case not less than 30 minutes. NIT cannot be allocated during recess or lunch breaks.
- 5.2.9 Teachers will be provided with adequate release time to liaise, develop and write an individual education plan, having regard to the teacher's total workload.
- 5.2.10 A teacher shall not be required to teach in excess of the maximum number of hours per week of face to face teaching, which may be averaged over a school term or over the school year, subject to 5.2.19.
- 5.2.11 A teacher shall be entitled to the minimum amount of NIT per week which may be averaged over a school term or over the school year, subject to 5.2.19.
- 5.2.12 Subject to 5.2.13 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for teachers is:

Classification	Face to face teaching	Non Instruction time
Secondary school teacher	21h per week	5h 40m per week
Primary school teacher	22h 30m per week	4h 10m per week
Secondary school beginning teacher	18h 54m per week	7h 46m per week
Secondary school beginning teacher ATSI	16h 48m per week	9h 52m per week
Primary school beginning teacher	20h 15m per week	6h 25m per week
Primary school beginning teacher ATSI	18h per week	8h 40m per week

- 5.2.13 Notwithstanding subclauses 5.2.10, 5.2.11 and 5.2.12 above, the hours of face to face teaching and NIT will not be averaged over a school term or the school year for secondary school beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ATSI teachers.

- 5.2.14 Subject to 5.2.19 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for Band B Leaders in Schools is:

Classification	Maximum face to face teaching
Primary school Band B-1 ⁵	18 hours and 30 min per week
Secondary school Band B-1	17 hours and 15 min per week
Primary school Band B-2 to Band B-6	14 hours per week
Secondary school Band B-2 to Band B-6	13 hours per week
Primary school Deputy Principal	14 hours per week (where the Weighted ⁶ enrolment estimate is 234 students or less)
Primary school Deputy Principal	13 hours and 30 min per week (where the Weighted enrolment estimate is 235 to 249 students)
Primary school Deputy Principal	11 hours and 15 min per week (where the Weighted enrolment estimate is 250 students or more)
Secondary school Deputy Principal	10 hours and 30 min per week

- 5.2.15 Principals, in partnership with the PAC, may reduce the maximum face to face teaching time outlined in 5.2.14 above to take account of work volume and role diversity. Time and resourcing allocated for leadership roles should promote staff well-being and work life balance.
- 5.2.16 Subject to 5.2.19 below, the maximum number of hours of face to face teaching per week or the number of face to face teaching hours averaged over a school term or the school year for Band A Leaders in Schools is:

Classification	Maximum face to face teaching
Weighted Enrolment 1 to 99 students	13 hours and 30 minutes (810 minutes) per week
Weighted enrolment 100 to 114	11 hours and 15 minutes (675 minutes) per week

⁵ This level also applies to the legacy position – see footnote 1 of Schedule 6

⁶ In a Primary school the Weighted enrolment is October estimated enrolments.

In an Area school the Weighted enrolment is the October estimated primary enrolments and twice the February secondary enrolments.

<i>students</i>	
<i>Weighted enrolment 115 to 129 students</i>	<i>9 hours (540 minutes) per week</i>
<i>Weighted enrolment 130 to 144 students</i>	<i>6 hours and 45 minutes (405 minutes) per week</i>
<i>Weighted enrolment 145 to 159 students</i>	<i>4 hours and 30 minutes (270 minutes) per week</i>
<i>Weighted enrolment 160 to 174 students</i>	<i>2 hours and 15 minutes (135 minutes) per week</i>
<i>Over 175 students</i>	<i>0 minutes per week</i>

- 5.2.17 *For teachers working in area, combined, special schools, units and classes, behavioural units, learning centres and NAP units, the face to face teaching hours and non-instruction time will be those corresponding to the level of schooling (i.e. primary or secondary) in which the teacher spends the majority of their face to face teaching time.*
- 5.2.18 *In the case of a school based preschool teacher, the face to face teaching time and non-instruction time shall be the same as a primary school teacher.*
- 5.2.19 *A Teacher and the Principal in consultation with the PAC may agree:*
- (a) An alternative maximum number of weekly face to face teaching hours to be undertaken by a teacher.*
 - (b) The averaging of the maximum weekly number of face to face teaching hours over a term or the school year and a corresponding adjustment of the minimum weekly NIT, except in relation to the classifications set out in subclause 5.2.13.*
 - (d) The adjustment of the maximum weekly number of face to face teaching hours or some other suitable accommodation when a teacher is required to teach outside school hours for rehearsals, practices, presentations, performances, sports coaching, camps and excursions or any other agreed activity which is part of the curriculum.*
 - (e) An alternative minimum weekly NIT taking into account the factors set out in clause 5.2.19.*
- 5.2.20 *In addition to face to face teaching, teachers may be required by the Principal in consultation with the PAC to undertake a range of other duties. In the distribution of other duties, the following factors are to be taken into account:*
- (a) As far as practicable, the equitable distribution of other duties within the school;*
 - (b) The relative importance of the various duties to be undertaken;*

- (c) *The time required to perform the duties;*
- (d) *The range and frequency of tasks to be performed;*
- (e) *The classification, qualifications, training and experience of the teacher; and*
- (f) *Whether the teacher has an appropriate level of NIT to assist with preparation, assessment and reporting requirements.*

5.2.21 *In identifying a teacher's total workload, the Principal, in partnership with the PAC, will take into account the range of duties identified below. These duties are characterised as core duties of teachers, to be managed by the Principal, in partnership with the PAC, and may include:*

- a) *Preparation of lessons, assessment of student work beyond NIT entitlement*
- b) *Student reports*
- c) *Curriculum development*
- d) *Parent teacher interviews and parent consultation*
- e) *Managing class based student records which are for those students that a teacher is responsible for*
- f) *Yard duties*
- g) *Student health and wellbeing*
- h) *Recording student attendance*
- i) *Participating in performance management*
- j) *Work Health and Safety as it relates to classroom practice.*

5.2.22 *In considering other duties, the Principal, in partnership with the PAC, will have regard to re-assigning or managing better those duties.*

5.2.23 *Relief Lessons Above Maximum Face To Face Teaching Load:*

- (a) *For the purpose of this clause a teacher means the classification of teacher Band A and Band B leaders in schools but consistent with clause 5.2.13 excludes secondary beginning teachers or beginning ATSI teachers or for primary school beginning teachers or beginning ASTI teachers.*
- (b) *With regard to clause 5.2.10 in circumstances where the taking of a relief lesson would result in a teacher's face to face teaching load exceeding the maximum as provided in clause 5.2.12, 5.2.14 and 5.2.16 or by an agreed arrangement pursuant to clause 5.2.19, all reasonable endeavours should be made to engage a Temporary Relief Teacher (TRT) or Permanent Relief Teacher (PRT).*

- (c) *In circumstances where a TRT or PRT cannot be engaged, prior to assigning the taking of a relief lesson, regard should be given to the teacher's teaching load and the reasonableness of increasing that load.*
- (d) *In determining whether the additional hour/s are reasonable or unreasonable, the principal and teacher, in partnership with the PAC, should have regard to:*
 - (i) *Any risk to employee's health and safety from working the additional hours;*
 - (ii) *The teachers workload;*
 - (iii) *The employee's personal circumstances, including family responsibilities;*
 - (iv) *The needs of the workplace in which the employee is employed;*
 - (v) *Any notice given by the employer of any request or requirement to work the additional hours;*
 - (vi) *Any notice given by the employee or his or her intention to refuse to work the additional hours;*
 - (vii) *The teachers experience, expertise and qualifications;*
 - (viii) *The nature of the employee's role and level of responsibility; and*
 - (ix) *Any other relevant matter.*
- (e) *Where a teacher, agrees to take a relief lesson that results in a face to face teaching time in excess of their provision, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable after the relief lesson has been taken and at a time agreed between the employee and their manager, but in any event no later than 10 working days after the relief lesson has been taken.*
- (f) *In the event that the NIT is not able to be taken within the agreed period, the employee will instead receive an additional payment for the time worked in taking the relief lesson, calculated at as follows: Annual salary x 1.25 x 12 / 313 / 75 = hourly rate (where the time worked will be rounded up to the nearest quarter of hour worked).*
 - i. *The relevant annual salary is the salary applicable to the relevant employee at the time the employee performs face to face teaching in excess of maximum face to face teaching (this includes the salary applicable to a short term appointment in a higher classification than the employee's substantive classification).*
 - ii. *There is no "cap" on the maximum annual salary applicable to (i) above.*

5.2.24 Requirement To Work In Excess Of Maximum Face To Face Teaching Load:

- (a) *If a teacher agrees to teach in excess of their maximum face to face teaching load as provided in clause 5.2.12 and, 5.2.13 or an agreed arrangement pursuant to clause 5.2.19, they will be entitled to the equivalent amount of non-instruction time. This additional NIT should be provided as soon as practicable and at a time agreed between the teacher and their manager. In the event that the NIT is not able to be taken within the agreed period, the teacher will instead receive an additional payment for the hours worked in excess of their maximum face to face teaching load calculated as follows: Annual salary x 1.25 x 12 / 313 / 75 = hourly rate (where the time worked will be rounded up to the nearest quarter of hour worked).*
- i. The relevant annual salary is the salary applicable to the relevant employee at the time the employee performs face to face teaching in excess of maximum face to face teaching (this includes the salary applicable to a short term appointment in a higher classification than the employee's substantive classification).*
 - ii. There is no "cap" on the maximum annual salary applicable to (i) above.*

Matters for a Letter of Exchange

Teacher Workload

A specially designed program has been developed in consultation with the Director, Special Education, to provide better avenues for students with special needs and support current flexible approaches in schools and preschools to address needs of students and associated workload of teachers as follows:

- An allocation of \$5 million to provide students who have been identified for a special option (special class, disability unit or special school) with an increased range of special pathways options, with particular focus on:
 - Northern and Southern metropolitan Adelaide
 - Autism
 - Special Classes that are currently part time
 - Inclusive Preschool Programs

Planning for suitable infrastructure will occur in the first half of 2016. The program will progressively roll out from July 2016.

- Increase of \$1 million for the Preschool Support Program (PSP) to address the growing increase in the number of children with disability and complex needs in preschools. The increase in allocation will become available from the beginning of the 2016 school year.
- The Director, Special Education will review, in consultation with the AEU the method of allocating and acquitting funds provided to support students with special needs to ensure that funding allocated for these students is being utilised appropriately. The review will be completed as soon as practicable, and no later than 30 June 2016.

Students with Learning Difficulties Grant

The following wording will be placed into the PAC Handbook:

- *The Students with Learning Difficulties Grant assists schools in implementing programs that provide additional assistance to improve the learning outcomes of students in mainstream classes. These students may have significant difficulties with reading, the development of verbal concepts, reasoning or problem solving, and limited vocabulary for their age, and have not attracted targeted funding. The Students with Learning Difficulties Grant will be used to support student learning and ensure teachers have a reasonable and fair workload in a variety of ways.*
- *The principal, in partnership with the Personnel Advisory Committee (PAC), will ensure that the overall workload for each teacher is fair, reasonable and equitable. The principal, in partnership with the PAC, will determine the allocation of the Learning Difficulties funding which utilizes the following supportive workload strategies:*
 - (a) Reduce class sizes for those with the students with additional learning needs;*
 - (b) Employ additional teachers and/or leaders to work collaboratively with teachers to support assessment for learning and identify adjustments for learning for these students;*
 - (c) Provide funding for TRT salaries or additional non instruction time for a leader to facilitate the release for teachers to develop, monitor and review individual learning plans and adjust learning programs for students with learning difficulties and/or disabilities;*
 - (d) Employ SSOs to assist teachers in their classrooms;*
 - (e) Provide additional release time for a leader or mentor teacher to support others with student management;*

(f) *Combination of the above.*

This resource will be identified as a specific allocation in the school's Resource Entitlement Statement.

Primary School Principal Workload

\$3 million per annum (indexed to the change in the standard teacher salary rate) will be provided on a per capita basis to each primary school to address the issue of leadership density.

Preschool Workload

During 2016, DECD, in consultation with the AEU, will review current workload management practices in preschools and make recommendations to the Chief Executive for improved workload management practices, including contact time.

School Services Officers (SSO) Work Level Definitions

Consequent to the agreement of new work level definitions outlined in the new enterprise agreement, DECD will review, in consultation with the AEU and PSA, processes for classification and reclassification of SSOs.

Principal – Special Class

DECD will develop guidelines, in consultation with the AEU, in relation to circumstances under which Principal – Special Class position/s should be offered and employment conditions attached to these positions. These guidelines will be developed by 30 June 2016.

Principal and Preschool Director Reappointment

Future employment contracts for school principals may incorporate a provision for reappointment up to a maximum of 10 years without the requirement of a further merit based selection process.

It should be noted that this is not official policy at this time. Should the policy proceed DECD will consult with the AEU and PSA on the process for reappointment of school principals. This process will allow for views to be expressed by the AEU and PSA site representatives that will assist the Education Director in forming a view as to whether reappointment will be recommended to the delegate.

Band B positions

As soon as practicable after the approval of a new the enterprise agreement, advertisements for Band B positions will include the initial release time that will be provided for the position.

Redeployment, Retraining and Redundancy

Recruitment and selection policies and procedures will also be amended to reflect the redeployment process outlined in the new enterprise agreement.

Release time for PAC Representatives

The following wording will be placed into the PAC Handbook:

As a guide to determining the level of support for elected members of the PAC the following is provided:

Release time for PAC members will take into account factors such as:

- *The size and complexity of the school.*
- *The number, nature and frequency of matters to be addressed by the PAC.*
- *The overall workload of the PAC representatives*
- *The PAC members preference regarding the nature and amount of release time*
- *The employees personal circumstances including fraction of time and family responsibilities*
- *Any other relevant matter.*

Where it is determined that release time will be provided by the allocation of additional NIT, as a guide the amount of release time is likely to range from up to 30 minutes per week in a small school to up to 2 hours per week in the largest schools as follows:

Band A1-A2	30 minutes per week
Band A3-A4	50 minutes per week
Band A5-A6	90 minutes per week
Band A7-A9	120 minutes per week

For non-teaching representatives, time should be provided as part of the weekly roster to undertake the responsibilities as PAC representative.

Other duties

The following will be placed into the PAC Handbook as an Appendix:

The purpose of this document is to provide information and guidance for sites on the "other duties" that classroom teachers may perform pursuant to clause 5.2.13 of the South Australian School and Preschool Education Staff Enterprise Agreement 2012 (or its successors) (the Enterprise Agreement). It aims to clarify which of a teacher's other duties could be reassigned; managed better; or managed more efficiently as outlined in page 25 of the PAC Handbook. The allocation of these duties has been placed into two categories:

- Duties that generally do not form part of a teacher's role and responsibilities; and
- Duties that can be reallocated to, or benefit from assistance by, support staff or leadership.

It is important to note that this document does not define particular duties or activities that will never be performed by a teacher under any circumstances. This is because a situation may arise where a teacher is required to perform a duty or activity due to particular and unique circumstances. However these duties would normally fall within the "generally do not form part of a teacher's role and responsibilities" category as outlined below.

This document is to be read in conjunction with the Enterprise Agreement and other information in the PAC Handbook.

The types of duties in each category include, but are not limited to, the following. They have been listed after being raised by staff in sites and are to be used as a guide, within the context of individual sites and circumstances. Each site is different, and has different staffing needs so there will inevitably be variations on teachers from site to site:

Duties that generally do not form part of a teacher's role or responsibilities

If duties in this category are consistently affecting a teacher's level of workload, and the circumstances of the school do not warrant it, then a reassessment of the allocation of resources is required.

Cleaning

Contract cleaning services must be provided to service areas that are normally accessed by staff and/or students. Contractors are to be used to clean up vandalism. Occasionally situations may arise where teachers may need to clean in order to ensure a safe learning environment and overall student welfare. These situations should be 'one-off' in nature.

Maintenance

This includes the correction of hazards, maintenance of facilities, machinery and other equipment. In order to ensure a safe teaching environment, teaching staff are expected to identify and report hazards so they can be fixed by appropriately employed and qualified contractors, and take appropriate action as necessary to ensure student welfare. This includes specialised teaching areas such as laboratories or Tech Studies workshop areas.

Health needs of students

Teaching staff are not responsible for medical procedures, the administration of medication or the conduct of checks on health and hygiene, e.g. head lice. Emergencies are excepted when teaching staff are required to provide first aid acting within their competence and/or call for specialised support. Students who require regular medical treatment should receive support from appropriately qualified and employed non-teaching staff.

The monitoring of unwell students while they are waiting to be collected by a parent or care giver is not normally the responsibility of the classroom teacher.

Toileting

Occasional emergencies are expected and should be dealt with in a caring and sensitive manner by teaching staff where required. However, students that need regular toileting should receive specialised support by appropriately trained and employed non-teaching staff.

Off-site traffic monitoring and control

Teachers have a duty of care to keep students safe from harm. This duty extends to supervising students in the vicinity of the school site once the school day has ended but it does not extend to teachers having authority to manage or direct traffic offsite. Principals and staff should direct students to keep away from areas of danger and seek the assistance of police and local government authorities to manage traffic off site.

Gardening and grounds maintenance

The maintenance of grounds and gardening outside of curriculum delivery, apart from exceptional circumstances where the duty of care and student wellbeing need to be addressed, should be undertaken by appropriately appointed South Australian Government Services Award groundskeepers/caretakers.

Canteens

Service in the school canteen (i.e. the preparation and sale of goods, as distinct from yard duty supervision in the canteen) should be allocated to either staff employed by the Governing Council to specifically operate in this role; suitably accredited and trained volunteers; or to an external provider.

Transporting students

Only exceptional circumstances would warrant the transport of students by a teacher.

Working bees and other school and community events outside of school hours that are not elsewhere provided for by the enterprise agreement (i.e. assessable student performances).

Teacher participation is to occur only where it does not significantly impact on overall workload.

Duties which could be reallocated or benefit from assistance

Duties to involve ancillary staff

Student Absenteeism

Teachers have a responsibility to record student attendance and notify appropriate school staff of attendance concerns.

Where available, management of student attendance should be supported by appropriately employed ancillary staff using automated data entry programs.

Many schools have an automated system in which extended absence triggers an automatic alert. In such schools the role of a teacher is generally not greater than recording the absence, but nonetheless some teacher involvement may be needed in providing a further response e.g. in assisting a student in catching up on work.

Data entry

Wherever possible, the number of requests for data by DECD should be planned and provided for well in advance.

Managing class based student records which are for those students that a teacher is responsible for is a core duty of a teacher, to be managed by the Principal, in partnership with the PAC.

Data entry tasks should be scrutinised to avoid double and routine entry of detail such as that associated with student biographical and contact information. Funds for non-teaching staff to attend to these tasks are provided to schools as part of base funding under the Student Centred Funding Model, and most data sets have been automated, to relieve teaching staff of these routines.

Teaching staff are expected to provide and/or verify the information required for entry. Technologies used in many schools reduce the workload making it more time-efficient for teaching staff to directly enter data such as attendance (roll/absence), assessment, reporting, and exceptional behaviour. However, routine records and data entry associated with EDSAS, ESL, NAP, SACE, transition and attendance could be supported by appropriately employed ancillary staff using automated data entry programs.

In future, data entry requirements may become more streamlined, which could minimise the workload burden on teachers and the need for additional support.

Money collection and fundraising

Money collecting activities (e.g. receiving payment for excursions and other expenses, fundraising) should generally be undertaken by non-teaching staff. However it is acknowledged that, in some

instances, it would be more efficient for teaching staff to choose to collect money in bulk from a class but this would be counted and receipted by non-teaching staff.

Classroom Support

Classroom support staff can provide assistance to teaching staff by undertaking the following:

- Basic clerical tasks which aide the teacher in the performance of their core classroom duties.
- Collating, photocopying and filing student reports;
- Assistance in specialised classroom settings, particularly laboratories, which require particular forms of setting up for instruction, and have additional work and safety issues to consider, which would benefit from increased supervision.
- Assistance with ICT issues, such as ICT Network installations, repairs and 'housekeeping' activities, and more general troubleshooting enquiries from students and staff.

Contacting parents regarding routine administrative matters.

Duties such as implementing the bushfire plan should generally be allocated to non-teaching staff except for in emergencies.

Duties to involve the leadership team

Some duties require a level of assistance and involvement from the leadership team. They may include:

- Following up serious absenteeism, which may include home visits and/or referral to an attendance counsellor.
- Dealing with outside of school student behaviours.

Conversely, some duties are chiefly those of the leadership team, but require some form of teachers input and contribution. They may include:

- Site review and reporting.
- Policy reviews.
- RAAP applications.
- Grant applications.
- Police liaison where required.
- Assistance in student transition (further discussed below).

Partnership meetings

Partnership meetings are regular meetings that site leaders participate in as part of their leadership responsibilities. Occasionally there may be mutual benefit from the attendance of teachers. A teacher's workload must be considered if a teacher's attendance is requested.

Budgeting

At some sites it falls to teachers to partake in the budgeting for curriculum requirements. This will generally be at sites with smaller leadership teams. At these sites teachers should seek assistance from leadership or relevant support staff if such budgeting responsibilities are impacting on a teacher's workload. Teachers are not generally responsible for the purchase of classroom materials. Consideration

should be given to aspects of this work which could be reallocated or managed better or more efficiently in such a case.

Student Transition

There are considerable requirements of support for students who are transitioning between different schooling settings e.g. from pre-school to primary or from primary to secondary. This process involves activities such as scheduled meetings and site visits and broader general support. It is generally the responsibility of the leadership team to implement and monitor this process, but it may certainly benefit from the assistance of teachers at a site. The workload levels of any teachers are to be considered if they are requested to assist.

Travel time in multi-campus schools

It is the responsibility of the leadership team to ensure as much as possible that at sites with multiple campuses, timetabling arrangements are implemented which minimise the need for teachers to travel between campuses as part of their teaching day.

Travel should not be required to occur during a teacher's Non Instruction Time or meal break.

Pay errors and payroll issues

An employee is responsible for making initial enquiries regarding their pay using information provided on their fortnightly Earnings Advice. However, where payroll errors have occurred on a continuing basis and teachers require further advice or support, assistance should be sought from their line managers. Line managers should then take responsibility in following any issues up with the appropriate Shared Services/DECD officer.

Responding to emails

The development of technology and the broad use of e-mailing has led to increased demands on teachers.

Principals in partnership with the PAC should put in place strategies to address this concern. This would involve sites implementing policies to minimise excessive demands on teachers' workload such as limiting the scope of the emails and making it clear that email responses will not be immediate but will occur in a reasonable timeframe.

Definition of Beginning Teacher

The following wording will be placed into the PAC Handbook:

For the purposes of clause 5.2.13 under the Enterprise Agreement the additional non instruction time applies for a maximum total of four terms to beginning teachers employed for any period of one full term or more at any stage in the first two years following completion of their initial teaching qualification.

Part time teachers

A review of debiting sick leave and special leave for part time teachers will be undertaken by DECD and the AEU during the life of the enterprise agreement.

Seconded Teacher – Flexible Working/TOIL Arrangements

HR10 – South Australian Seconded Teachers Conditions, Policies and Procedures Document will be reviewed during 2016 to include appropriate flexible working/TOIL arrangements.

AST2

DECD and AEU will develop an annual performance management process specifically for AST2s during the life of the enterprise agreement.

Leave for Foster Carers

DECD will continue to positively consider applications for special leave with pay from foster carer's who have been granted enduring parental responsibility of a child/ren by a court.

Training and development

The following wording will be inserted under clause 3.1 – Scope of activities under the Training and Professional Support Strategy Guidelines

- *Professional development activities and courses required for a work role or as a condition of employment in DECD (inclusive of on-line courses).*

SSO Replacement

A model for a replacement pool of SSOs will be developed and agreed between the parties for implementation from the 2017 school year.

Pre-school (Kindergarten) Teaching Staff Award

The Pre-school (Kindergarten) Teaching Staff Award will be varied to include a locality allowance consistent with the Teachers (DECS) Award to reflect current administrative practice.

School Services Officers (Government Schools) Award, Early Childhood Worker Award, Aboriginal Education Workers (DECS) Award

The School Services Officers (Government Schools) Award, Early Childhood Worker Award and Aboriginal Education Workers (DECS) Award will be varied to include a reference to the payment of locality allowances in accordance with Commissioner's Determination 3.2 – Employment Conditions: Remuneration – Allowances and Reimbursements.

Information on Engagement

It is proposed that DECD will review, in consultation with the AEU and PSA, improvements to information supplied to employees on engagement during 2016.