



26 February 2025

[REDACTED]
Committee Secretariat
Government Administration Committee A
Inquiry into Discrimination and Bullying in Tasmanian Schools

E: assemblygaa@parliament.tas.gov.au

Dear Mary

Inquiry into Discrimination and Bullying in Tasmanian Schools

At the Inquiry Hearing on 14 March 2025, Dr Gerard Gaskin (Executive Director of Catholic Education Tasmania), was asked to provide a copy of the "Contract of Employment" used for principals in our system.

Please find attached as requested. Can you please forward this on to the Committee?

Kind Regards

[REDACTED]
[REDACTED]
Executive Assistant: Office of the Executive Director

Copy: Most Rev Archbishop Julian Porteous

Contract of Employment

Principal



Catholic
Education
Tasmania

Contract of Employment

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DETAILS

DATE

DATE

PARTIES

Name	The Roman Catholic Church Trust Corporation of the Archdiocese of Hobart trading as "Tasmanian Catholic Education Office"
Short form name	Employer
Notice details	5 Emmett Place New Town in Tasmania

Name	NAME
Short form name	Employee
Notice details	ADDRESS

BACKGROUND

- A The Employer has offered to employ the Employee and the Employee has accepted that offer.
- B On execution of this Contract, the parties agree that the employment will be governed by this Contract which supersedes any and all previous agreements, understandings and negotiations.

AGREED TERMS

1 DEFINITIONS

In this Contract unless the contrary intention appears:

Act means Fair Work Act 2009 (Cth).

Approved Persons means any persons approved by the Employer to drive the Motor Vehicle referred to in clause 11 (Motor Vehicle). Approval can be revoked by the Employer at any time.

Base Salary means the base salary referred to in clause 9 (Remuneration Package) and the amount set out in Item 13(a) of Schedule 1, which is cash paid in fortnightly instalments in arrears by direct electronic transfer. The Employer is not responsible for any delay caused by a third party but will use its best endeavours to expedite payment. This should not be confused with terminology from any other process.

Employer Group means the Employer and any other associated entity from time to time within the meaning of section 50AAA of the Corporations Act 2001.

Confidential Information means all information (regardless of form) disclosed or otherwise made available to the Employee in the course of the employment that is either marked or designated as confidential, or, in the circumstances surrounding disclosure or because of the nature of the information, ought in good faith to be treated as confidential, including any information:

- (a) disclosed to the Employee by or on behalf of the Employer;
- (b) which comes into the Employee's possession, or is generated by the Employee, in the course of the employment, whether or not the information was originally supplied by Employer;
- (c) which is confidential to a third party to whom the Employer owes an obligation of confidence;
- (d) relating to the dealings, financial arrangements, government funding, transactions, general affairs, contracts entered into with the Employer, program planning and consultant's advice, promotional information, planning information and the financial position of the Employer and other matters that do or may affect the financial position or reputation of the Employer; or
- (e) relating to the Employer's internal management, the structure of its business, personnel, policies, marketing programs, strategies, plans, investments or aspects of the Employer's future operations,

but excluding any information that is released into or otherwise available in the public domain other than as a result of a breach of this Contract by the Employee.

Contract Start Date means the start date of this Contract as set out in Item 5 of Schedule 1.

Duties mean the duties and obligations referred to in clause 8 (Employee's Obligations) and as set out in Item 8 of Schedule 1.

Employment Start Date means the commencement of employment as set out in Item 4 of Schedule 1.

Employment End Date means the conclusion of employment as set out in Item 6 of Schedule 1.

Equipment means the items set out in Item 14 of Schedule 1.

Immediate family means a:

- (a) spouse (as defined in the Act), a former spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
- (b) child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the Employee.

Intellectual Property Rights means any intellectual and industrial property rights conferred or recognised at law in any territory throughout the world including any copyright, trade mark, domain name, business name, patent, innovation concept, formula, trade secret, method, circuit layout, invention or any other results of intellectual activity in any field of industry or endeavour and includes:

- (a) the right to have any Confidential Information kept confidential;
- (b) where applicable, any Moral Rights; and
- (c) any right to use an Intellectual Property Right owned by a third party where the terms of that right of use or licence permit a use of that Intellectual Property Right as contemplated under this Contract.

Location means the location referred to in clause 4 (Location) and described in Item 3 of Schedule 1.

Motor Vehicle means the motor vehicle referred to in clause 11 (Motor Vehicle).

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, including those moral rights defined and described in the Copyright Act 1968 (Cth).

NES means the National Employment Standards in the Act.

Notice of Termination means giving written notice (or in the case of the Employer and at its discretion a payment in lieu of part or all of the notice period) which is inclusive of any entitlement to notice of termination under the Act or an industrial instrument as described in the following items of Schedule 1:

- (a) Item 10(a) of Schedule 1 for termination under clause 17.2 (Termination during Probation);
- (b) Item 10(b) for termination under clause 17.3 (Termination for unsatisfactory performance);
- (c) Item 10(c) of Schedule 1 for termination under clause 17.4 (Termination with notice or resignation); or
- (d) Item 10(d) of Schedule 1 for termination under clause 17.6 (Redundancy).

Ordinary Hours of Work means the hours set out in Item 9 of Schedule 1.

Position means the position referred to in clause 3 (Position) described in Item 1 of Schedule 1.

Value of the Private Use of Motor Vehicle means the agreed value of the private use component of the Motor Vehicle which forms part of the Employee's Remuneration Package as set out in Item 13(d) of Schedule 1 which is inclusive of any applicable fringe benefits tax and Superannuation.

Position Description means the description set out in Schedule 2.

Probation means a period from the Employment Start Date and ending on the Probation End Date, which is an extension of the selection process for both parties to assess suitability for ongoing employment at their discretion.

Probation End Date means the date described in Item 7 of Schedule 1.

Reporting Responsibility means the person(s) holding the office(s) in Item 2 of Schedule 1 or their reasonable nominee from time to time that the Employee directly reports to.

Remuneration Package means the package referred to in clause 9 (Remuneration Package) and the amounts referred to in Item 13 of Schedule 1, or any other amount the parties may agree in writing from time to time, from which Employer will deduct such amounts as it is required in law to deduct and remit for taxation.

Renewal Leave Allowance means amount set at in Item 11 of Schedule 1.

Separation Payment means the payment set out in Item 12 of Schedule 1.

Superannuation means the contributions as referred to in clause 9 (Remuneration Package) and specified in Item 13 (b) of Schedule 1 made by the Employer for the Employee into a complying superannuation fund of the Employee's choice unless otherwise required by legislation, which is

inclusive of the amount necessary to discharge its minimum obligations under the Superannuation Guarantee (Administration) Act 1992 (Cth), and the Superannuation Guarantee Charge Act 1992 (Cth).

Time Frames means the period of time determined by the Employer and referred to in clause 13.3 (Notice of Unsatisfactory Performance).

2 TERM

- (a) This Contract will commence on the Contract Start Date and will automatically terminate on the Employment End Date unless terminated earlier by either party under Clause 17 (Termination).
- (b) Despite there being no expectation of ongoing employment beyond the Employment End Date and subject to earlier termination under clause 17 (Termination):
 - (i) at least 6 months before the Employment End Date, the Employee must advise the Employer, or their nominated delegate, in writing if the Employee is seeking further employment in the Position after the Employment End Date for a period of up to 4 years;
 - (ii) if the Employee has advised that they are seeking further employment in accordance with clause 2(b)(i), the Employer will, at least 4 months before the Employment End Date, advise the Employee in writing of its intention to offer further employment in the Position and if so, on what terms;
 - (iii) if an offer is made in accordance with clause 2(b)(ii) the Employee will, at least 3 months before the Employment End Date, advise the Employer if the offer is accepted; and
 - (iv) in the absence of further employment being agreed the Contract terminates on and from the Employment End Date.
- (a) Where the Contract terminates on the Employment End Date the Employer will pay the Employee the Separation Payment.
- (b) No entitlement to Notice of Termination or redundancy pay arises if the Employee is not offered further employment after the Employment End Date.
- (c) The Employee acknowledges that the Employer will not offer any further period of employment to the Employee which would result in them being employed in the Position for a total period of more than 12 years in the same school.

3 POSITION

The Employee is employed in the Position or any other position that the Employer may reasonably require from time to time.

4 LOCATION

- (a) The Employee's employment will be based at the Location.
- (b) The Employee may be required to travel, or work at other locations from time to time.
- (c) The Location is not affected, and there are no obligations under clause 4(d) (Location), as a result of the Employee being required to travel and perform the Duties from other locations from time to time.
- (d) The Employer may relocate the Employee's Location to any other location for any period by giving no less than 8 weeks' notice or such other period as agreed.

5 WARRANTIES

The Employee warrants that:

- (a) by entering into this Contract and performing the duties the Employee will not be in breach of any agreement with, or obligation owed, to any third party;
- (b) the Employee has disclosed everything to the Employer which may be material to its decision to offer the Employment;
- (c) all qualifications, accreditations, and training that were represented by the Employee as held or completed by the Employee, are held or have been completed by the Employee; and
- (d) the Employee is capable of performing the duties involved in the Position.

6 PROBATION

6.1 PROBATION PERIOD

The Employee will be subject to a Probation period as defined in Schedule 1, Item 7.

6.2 CONTINUED EMPLOYMENT

Continued employment is subject to a satisfactory review during Probation.

6.3 PROBATION REVIEW

At any time before the Probation End Date and subject to clause 17.2 (Termination during

Probation), the Employer may in its complete discretion review the Employee's performance as it considers appropriate.

7 EXCLUSIVE SERVICE

7.1 HOURS OF WORK

- (a) The Employee is required to work the Ordinary Hours of Work.
- (b) Having regard to the nature of the Position and operational requirements, the Employee will also be required to work reasonable additional hours as are reasonably necessary to perform the Duties or as required compensation for which has been included in the Remuneration Package.

7.2 OTHER ENGAGEMENTS

The Employee must not during the Employment be directly or indirectly engaged or concerned in the conduct of any business, trade, profession or other occupation (whether as an Employee, consultant, agent, director or otherwise), except as a representative of the Employer or with its prior written consent.

7.3 OTHER BUSINESSES

The Employee must not have any direct or indirect financial interest in any business, partnership, corporation, club, organisation or association, whether incorporated or not, that in the opinion of the Employer would potentially or in any way:

- (a) compromise the performance of the Duties; or
- (b) conflict with the interests of the Employer or the requirements of the Position,

unless a disclosure of that interest has been made to the Employer and the Employee has complied with any directions by the Employer in respect of that interest.

7.4 GIFTS AND INDUCEMENTS

The Employee must declare any inducement, benefit, favour, gift or consideration received during the period of employment.

8 EMPLOYEE'S OBLIGATIONS

The Employee must:

- (a) uphold Catholic belief, identity and practice in all the Employee's professional activities and refrain from expressing public opinions or engaging in public activity that, in the reasonable opinion of the Employer, would bring the Employer into disrepute;

- (b) reasonably model and uphold the precepts of the Catholic Church;
- (c) be familiar with, have an understanding of and uphold the implementation of the Archbishop's Charter for Catholic Schools, and the Vatican Instruction "*The Identity of the Catholic School for a Culture of Dialogue*," (both as amended from time to time);
- (d) ensure the applicable curriculum and resources within the school complies with the Employer's Religious Education Standards (as amended from time to time);
- (e) only use the Employer's approved curriculum and resources in delivering Studies of Religion within the school;
- (f) reasonably participate in all professional development opportunities provided by the Employer and enforce reasonable participation of the Employee's staff in such professional development opportunities at the school;
- (g) ensure that all liturgical and sacramental school activities comply with the Church's liturgical norms and actively encourage reflective prayer, reverent worship and liturgically appropriate music;
- (h) prioritise the active recruitment of appropriately qualified staff to teach all religious education classes in the Employee's school consistent with the obligations in (a-g) of this clause,
- (i) actively encourage and support all Catholic members of staff to be regular, faithful and active in their parish worshipping communities;
- (j) actively explore ways of inviting non-Catholic staff members into a deepening understanding of Catholic belief, practice and spiritual life;
- (k) take reasonable care to avoid acts or omissions that places the personal safety, privacy or dignity of other people (including students) at the workplace at risk.
- (l) adhere to Employer's Child Safety Code of Conduct (as amended from time to time); and
- (m) not initiate or encourage any out-of-school contact with any student who is not a close relative or about whom the Employee has received written permission from the Employer to do so;
- (n) perform to the best of the Employee's ability the Duties, and any other duties assigned to the Employee from time to time which are commensurate with the Employee's skills and experience and may not be normally associated with the Position and may also involve a change in Reporting Responsibility following consultation with the Employee;
- (o) serve the Employer faithfully and diligently to the best of the Employee's ability and use all reasonable efforts to promote the interests of the Employer;

- (p) comply with all lawful and reasonable directions given by the Employer;
- (q) ensure that the Employee's standard of conduct is at all times in accordance with ethical standards with respect to all business and spiritual dealings involving the Employer;
- (r) where requested, undertake medical assessments to determine the Employee's capacity to meet the inherent requirements of the Position, and to assess compliance with the Employer's policies as amended from time to time;
- (s) take reasonable care with respect to the Employee's own health and safety, and to take reasonable care not to adversely affect the health and safety of other people (including students) at the workplace;
- (t) maintain a current driver's licence to the class/level required by the Employee's Position and provide a copy of this licence to the Employer at the commencement of employment. Where requested the Employee must produce further evidence to the satisfaction of the Employer which demonstrates the currency of this licence;
- (u) maintain Working With Vulnerable People Registration for employment;
- (v) where requested, undertake regulatory checks (including but not limited to police checks) as reasonably determined by the Employer to determine the Employee's capacity to meet the inherent requirements of the Position; and
- (w) comply with any relevant administrative or legislative requirements.

9 REMUNERATION PACKAGE

9.1 REMUNERATION

The Employee will be entitled to:

- (a) Base Salary;
- (b) Superannuation;
- (c) Renewal Leave; and
- (d) the Value of the Private Use of Motor Vehicle.

9.2 ALLOCATION

- (a) The Remuneration Package will be allocated to the individual components in clause 9.1 (Remuneration) or as otherwise nominated by the Employee from time to time, but subject to the Employer's agreement and the allocation applying prospectively and including Superannuation.
- (b) Despite clause 9.2(a) (Allocation), if the costs (including any fringe benefits tax liability or

required increases in Superannuation) to the Employer of those components exceeds the Remuneration Package, then the Employer will be able to change the value of any of the components so the total cost to the Employer of the Remuneration Package is unchanged.

9.3 REMUNERATION REVIEW

The Remuneration Package will be reviewed annually in accordance with the Employer's review procedure.

9.4 REMUNERATION IS 'ALL INCLUSIVE'

All payment to the Employee is in satisfaction:

- (a) For all hours worked (including overtime, penalties or loadings however described); and
- (b) of any entitlements, benefits or allowances that the Employee may otherwise be entitled to under any legislation, an industrial instrument (including any modern award or enterprise agreement) or otherwise as a consequence of the employment.

10 SET-OFF

All payments made to the Employee by the Employer are in satisfaction for, and may be set off against, any claim for payment for:

- (a) all hours worked (including overtime, penalties or loadings however described); and
- (b) any entitlements, benefits or allowances that the Employee may otherwise be entitled to, under any legislation, an industrial instrument (including any award or enterprise agreement) or otherwise as a consequence of the employment.

11 MOTOR VEHICLE

11.1 EMPLOYER'S OBLIGATIONS

- (a) The Employer will provide the Employee with the Motor Vehicle and will be responsible for all running costs of the Motor Vehicle including all registration, insurance, fuel, maintenance and repair costs.
- (b) The Employer may establish and vary from time to time, a motor vehicle policy regulating the use of the Motor Vehicle, which:
 - (i) will not form part of this Contract;
 - (ii) is not intended to be contractual in nature; and
 - (iii) does not provide the Employee with any contractual entitlements.

11.2 EMPLOYEE'S OBLIGATIONS

The Employee must:

- (a) hold a valid driver's licence at all times;
- (b) take good care of the Motor Vehicle which includes ensuring the:
 - (i) cleanliness of the Motor Vehicle at all times;
 - (ii) carrying out the logbook services on the Motor Vehicle; and
 - (iii) provisions of any policy of insurance relating to the Motor Vehicle are observed;
- (c) not do anything that would breach or cause a breach of a lease or any other of the Employer's obligations, or cause an insurer to refuse to provide insurance cover for the Motor Vehicle, including third party insurance cover;
- (d) pay any fines imposed in connection with the use of the Motor Vehicle;
- (e) not alter the Motor Vehicle without the approval of the Employer; and
- (f) return the Motor Vehicle to Employer following any of the circumstances referred to in clause 17 (Termination).

11.3 APPROVED PERSONS

The Employee must only permit a person to drive the Motor Vehicle if:

- (a) that person is an Approved Person;
- (b) the Approved Person holds a valid driver's licence which is not the subject of a suspension; and
- (c) the Approved Person does not suffer from a medical condition which impairs their ability to drive a motor vehicle.

11.4 NOTIFICATION

The Employee must notify Employer immediately if:

- (a) they or an Approved Person are charged with an offence relating to driving a vehicle (except a speeding offence);
- (b) the Motor Vehicle is involved in an accident;
- (c) they or an Approved Person cease to hold a valid driver's licence or has their driver's licence suspended; or
- (d) they or an Approved Person suffers from a medical condition which impairs their ability to drive a motor vehicle.

11.5 WITHDRAWAL OF MOTOR VEHICLE

Without limiting Employer's rights, the Employer may withdraw the Motor Vehicle for a period of time determined by the Employer if the Employee:

- (a) suffers any medical condition which impairs the Employee's ability to drive a motor vehicle;
- (b) ceases to hold a valid driver's licence or has their driver's licence suspended;
- (c) is involved in what the Employer considers to be an excessive number of 'at fault' accidents;
- (d) takes unpaid leave;
- (e) is provided with a direction or subject to an obligation in accordance with clause 18 (Relief from duty);
- (f) is suspended in accordance with clause 19 (Suspension);
- (g) does not require the Motor Vehicle to perform the Duties; or
- (h) breaches this clause 11 (Motor Vehicle).

11.6 COMPENSATION FOR WITHDRAWAL OF MOTOR VEHICLE

For any period of withdrawal of the entitlement to the Motor Vehicle the Employee's Base Salary will be increased to include the Value of the Private Use of the Motor Vehicle.

12 EQUIPMENT

- (a) The Employer will provide the Employee with Equipment.
- (b) The Equipment is provided for performing the Duties and obligations under this Contract and the Employer will pay for all reasonable business expenses associated with the use of the Equipment.
- (c) The Employee must:
 - (i) maintain the Equipment in accordance with the manufacturer's specifications;
 - (ii) take all reasonable care to ensure the Equipment is securely kept; and
 - (iii) immediately advise the Employer of any damage to or theft of the Equipment.

13 PERFORMANCE REVIEW

13.1 FREQUENCY OF REVIEW

- (a) The Employee's performance will be reviewed as determined by the Employer and at least

annually.

- (b) The Employer will provide the Employee with at least seven days written notice that a performance review is to be conducted, or any other period/ process agreed.

13.2 NATURE OF PERFORMANCE REVIEWS

The Employee's performance review will be conducted by the Reporting Responsibility or their nominated delegate(s) and will be measured against the Position Description and any other agreed criteria.

13.3 NOTICE OF UNSATISFACTORY PERFORMANCE

- (a) If the Employer considers that areas of the performance have not been satisfactory, it will provide the Employee with written details.
- (b) The Employer will provide the Employee with Time Frames in writing during which it expects those areas of performance to be improved to a specified standard.

13.4 ASSISTANCE TO IMPROVE PERFORMANCE

The Employer will provide whatever counselling, advice and assistance are reasonably necessary to enable the Employee to improve your performance during the Time Frames.

13.5 FURTHER UNSATISFACTORY PERFORMANCE

At the end of those Time Frames, the Employer may:

- (a) take no further action; or
- (b) extend the Time Frames for specified improvement for a further specific period; or
- (c) if the performance is still unsatisfactory, provide Notice of Termination in accordance with clause 17.3 (Termination for Unsatisfactory Performance).

13.6 MONITOR PERFORMANCE

Without necessarily conducting a formal performance review, the Employer will monitor the performance on an ongoing basis and may follow the procedures set out in this clause if the performance is unsatisfactory at any time.

14 LEAVE

14.1 RECOGNITION OF ACCRUED LEAVE

The Employer will recognise leave entitlements that have accrued but not been taken since the Employment Start Date.

14.2 ANNUAL LEAVE

- (a) The Employee will progressively accrue 4 weeks of paid annual leave for each 12 months of service which is calculated based on the Ordinary Hours of Work which will accumulate from year to year.
- (b) Annual leave is to be taken during January or at a time or times as may be agreed between the parties and, in the absence of agreement, when directed by the Employer with at least 4 weeks' notice.
- (c) The Employee may enter into an agreement with the Employer to cash out accrued annual leave providing the remaining accruals after the cash out are no less than 4 weeks.
- (d) Subject to clause 23.5 (Calculation of Payments), upon termination of employment any untaken annual leave which has accrued will be paid out.

14.3 PERSONAL LEAVE

- (a) Where the Employment Start Date and Contract Start Date are the same the Employee will on the Contract Start Date immediately accrue 76 hours of personal/carer's leave.
- (b) For each year of continuous service, the Employee will accrue 76 hours personal/carer's leave on the anniversary of the Contract Start Date.
- (c) Upon termination any untaken personal/carer's leave, which has accrued, will not be paid out.
- (d) The Employee must, if required, provide written evidence to the reasonable satisfaction of the Employer that any absence was;
 - (i) because the Employee is unfit for work as a result of personal illness or injury (Personal Leave); or
 - (ii) to provide care or support to a member of the Employee's immediate family or household who requires care or support because of a personal illness or personal injury affecting the member, or an unexpected emergency affecting the member (Carer's Leave).

14.4 LONG SERVICE LEAVE

The Employee will be entitled to access Long Service Leave in accordance with the Employer's Long Service Leave Policy, which may be applicable from time to time during the Term of employment.

14.5 COMPASSIONATE LEAVE

- (a) The Employee will be entitled to compassionate leave in accordance with the Act.

- (b) The Employee will be entitled to the following paid leave on the death of a near relative to be taken up to and including the funeral of the relative, which is inclusive of an entitlement to compassionate leave under the Act:
 - (i) Within Tasmania - not exceeding 5 ordinary working days;
 - (ii) Outside Tasmania - not exceeding 7 ordinary working days.
- (c) Proof of death, in the form of a death notice or written evidence to the satisfaction of the Employer, must be provided by the Employee if requested by the Employer.
- (d) The Employee may take unpaid compassionate leave by agreement with the Employer.

14.6 RENEWAL LEAVE

- (a) For every 7 years of continuous service in the Position the Employee will accrue seven 7 weeks of paid Renewal Leave.
- (b) Accrual of Renewal Leave is not progressive and happens on the anniversary of the Employees appointment to the Position.
- (c) Renewal Leave can be taken to allow the Employee to participate in courses and other specified professional development opportunities approved by the Employer.
- (d) When the Employee takes Renewal Leave they will be paid for the time on leave as well as the Renewal Leave Allowance.

14.7 OTHER LEAVE

Subject to the conditions set out in this clause 14 (Leave), the Employee is entitled to:

- (a) Unpaid Personal Leave, Community Service Leave, Public Holidays and Parental Leave in accordance with the NES.
- (b) Unpaid Leave in a special or emergency situation under whatever terms and conditions the Employer sees fit.
- (c) For the avoidance of doubt and in accordance with Statutory Holiday's Act 2000 (Tas) the following Public Holidays have been previously and generally observed: New Year's Day, Australia Day, Regatta/Recreation Day, Labour Day, ANZAC Day, Good Friday, Easter Monday, Easter Tuesday, Sovereign's Birthday, Local Show Day, Christmas Day and Boxing Day.

15 EXPENSES

15.1 REIMBURSEMENT OF EXPENSES

- (a) The Employer will reimburse the Employee for all reasonable, necessary and agreed out-

of-pocket expenses properly incurred in the performance of the Employee's obligations under this Contract.

- (b) All claims for reimbursement must be made in accordance with the Employer's appropriate policies as amended from time to time.

15.2 RECORDS

The Employee will keep a record of all the expenses the Employee incurs and will provide those records on request to the Employer.

15.3 CREDIT CARDS

The Employer may provide the Employee with one or more credit cards and if the Employer does so, the Employee agrees that the Employee will use such credit cards only for the payment of reasonable and necessary out-of-pocket expenses properly incurred in the performance of the obligations under this Contract.

16 POLICIES AND PROCEDURES

- (a) The Employee must comply with the Employer's policies and procedures as established and amended from time to time as lawful and reasonable directions
- (b) The Employer's policies and procedures:
 - (i) do not form part of this Contract;
 - (ii) are not intended to be contractual in nature; and
 - (iii) do not provide the Employee with any contractual entitlements.
- (c) The Employer may, in its discretion, reasonably vary or rescind any of its policies or procedures.
- (d) The Employer may reasonably depart from any of the policies and procedures in individual cases.

17 TERMINATION

17.1 TERMINATION BY AGREEMENT

This Contract may be terminated at any time by agreement in writing between the parties.

17.2 TERMINATION DURING PROBATION

This Contract may be terminated at any time during the Probation by either party giving Notice of Termination.

17.3 TERMINATION FOR UNSATISFACTORY PERFORMANCE

Subject to clauses 13.3 (Notice of Unsatisfactory Performance) and 13.4 (Assistance to Improve Performance), this Contract may be terminated by the Employer for unsatisfactory performance by giving Notice of Termination.

17.4 TERMINATION WITH NOTICE & RESIGNATION

This Contract may be terminated at any time and for any reason (other than for unsatisfactory performance) by either party giving Notice of Termination.

17.5 IMMEDIATE TERMINATION

Without limiting the Employer's right to terminate the Employment summarily at common law, the Employer may terminate this Contract at any time without Notice of Termination if in the reasonable opinion of the Employer the Employee:

- (a) engages in serious or wilful misconduct;
- (b) gross negligence;
- (c) commits a breach of the Code of Conduct issued by the Tasmanian Catholic Education Commission;
- (d) commits a breach of a fundamental term of this Contract or commits a serious or persistent breach of any other term of this Contract;
- (e) refuses to undergo the general induction and /or site specific induction(s);
- (f) is bankrupt or suspends payment to, or compounds with, or assigns the Employee's estate for the benefit of, the Employee's creditors;
- (g) is guilty of any conduct or is charged with or convicted of a criminal offence which in the reasonable opinion of the Employer might tend to injure its reputation or business or activities;
- (h) engages in any conduct which causes or may cause imminent and serious risk to the health and safety of a person; or
- (i) refuses or neglects to comply with any lawful and reasonable direction given to the Employee by the Employer or any other person duly authorised by the Employer.

17.6 REDUNDANCY

- (a) Subject to clause 17.6(b), if this Contract is terminated on the ground of redundancy prior to the Employment End Date, the Employee will be entitled to redundancy pay in accordance with the Act in addition to any other entitlements under this Contract including Notice of Termination which is in satisfaction of any notice and redundancy pay

under the Act.

- (b) There is no requirement for the Employer to pay redundancy pay to the Employee:
 - (i) if the Employee resigns or retires from their employment with the Employer;
 - (ii) where there is a variation of duties as per clause 8(a) (Employee's Obligations);
 - (iii) where the Employee's employment is terminated as a consequence of:
 - (A) receiving Notice of Termination as per 17.2 (Termination during Probation);
 - (B) reaching the Employment End Date as per clause 2 (Term);
 - (C) receiving Notice of Termination as per clause 17.4 (Termination with notice or resignation); or
 - (D) payment in lieu of Notice of Termination up to the Employment End Date as per clause 17.4 (Termination with notice or resignation).
 - (iv) where the Employer obtains acceptable alternative employment for the Employee;
 - (v) where the Employee is a transferring Employee under a transfer of business under the Act or where the Employee rejects an offer of employment made by another Employer that:
 - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination;
 - (B) recognises the Employee's service with the Employer; and
 - (C) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.
- (c) if there is any other exclusion to pay redundancy pay set out in the Act.

18 RELIEF FROM DUTY

If either party has given Notice of Termination or clause 19 (Suspension) applies, the Employer may, without limiting its rights, in its complete discretion appoint a replacement to the Employee and require the Employee during part or all of the period of Notice of Termination or suspension to do any combination of the following:

- (a) not to perform part or all of the Duties;

- (b) to perform duties other than the Duties, provided the Employee has the necessary skills to perform the duties;
- (c) not to attend for work or any of the Employer Group's premises;
- (d) not access the Employer Group's computer systems and the Employee's access to the Employer Group's computer systems and premises may be suspended or terminated;
- (e) not to have any contact with the Employer Group's clients, customers, suppliers or Employees;
- (f) to remain available to assist the Employer with a handover of work to incoming management (if applicable); and/or
- (g) to return the Employer's property.

19 SUSPENSION

- (a) The Employer may suspend the Employee's with pay if:
 - (i) it is alleged that the Employee has engaged in conduct of a type referred to in clause 17.5 (Immediate Termination); or
 - (ii) in the reasonable opinion of the Employer the circumstances warrant suspension.
- (b) The period of suspension may be:
 - (i) the whole or part of a period of investigation; or
 - (ii) any other time period as reasonably determined by the Employer.

20 CONFIDENTIALITY

20.1 THE EMPLOYEE'S OBLIGATIONS

The Employee must:

- (a) not divulge or communicate to any person, without the prior written consent of the Employer, any Confidential Information except so far as may be reasonably necessary for the proper performance of the Employee's Duties;
- (b) take all reasonable precautions to maintain the confidentiality of Confidential Information and prevent its disclosure;
- (c) immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
- (d) provide all reasonable assistance to the Employer any or all related entities to prevent the

unauthorised disclosure or use by any other person of any Confidential Information.

20.2 INJUNCTION

The Employee acknowledges and agrees that:

- (a) Confidential Information is confidential to the Employer and all confidential information is supplied in confidence and any disclosure of it will be harmful to the Employer;
- (b) damages would not be an adequate remedy for a breach by the Employee of this Clause 20; and
- (c) the Employer may seek injunctive relief to enforce its rights under this Clause 20.

21 INTELLECTUAL PROPERTY AND MORAL RIGHTS

The Employee:

- (a) assigns to the Employer all existing and future Intellectual Property Rights in any material created, produced or contributed to by the Employee within the course of the employment;
- (b) acknowledges that:
 - (i) all existing Intellectual Property Rights; and
 - (ii) on their creation, all future Intellectual Property Rights,in any material created, produced or contributed to by the Employer or its Employees, including the Employee, in the course of their employment, will vest in Employer;
- (c) insofar as the Employee is able, unconditionally consents to all or any acts or omissions by Employer, or persons authorised by Employer, which would otherwise infringe the Employee's Moral Rights in any material created, produced or contributed to by the Employee in the course of their employment;
- (d) must disclose to the Employer everything developed in connection with, or otherwise within the course of the employment in which Intellectual Property Rights may subsist; and
- (e) must do all things reasonably requested by the Employer to enable the Employer to exploit and further assure the rights assigned, and consents given, under this clause 21 (Intellectual Property and Moral Rights).

22 WHAT HAPPENS AFTER TERMINATION

22.1 RETURN OF THE EMPLOYER'S PROPERTY

- (a) Upon termination of the employment, the Employee must deliver to the Employer or its authorised representative without any further demand:
 - (i) all documents in the Employee's possession or control relating in any way to any Confidential Information (and the Employee will not be entitled to keep or retain any copies); and
 - (ii) any property of the Employer, including but not limited to all software, computers, mobile phones, credit cards, keys and motor vehicle etc.

22.2 REPORTING

The Employee will report to the Employer promptly and fully with the information that the Employer requires relating to the Employee's responsibilities and the performance of the Duties. This may include providing to the Employer at the Employer's request reports:

- (a) as to the Employee's progress in relation to particular projects and matters on which the Employee has been working; and
- (b) setting out the names and contact details of persons and entities with whom the Employee has been dealing in relation to the Employer's business.

22.3 DEALING WITH SOFTWARE

- (a) The Employee will uninstall any software owned or licenced by the Employer and delete all files, databases and multi-media presentations related to the Employer which are stored electronically on the Employee's computer(s), laptop(s) or other device(s) which the Employee personally owns and will, if required by the Employer provide a Statutory Declaration confirming that this has been done.
- (b) Prior to uninstalling and deleting the above described software and data, the Employee must ensure that the Employer has up to date copies of the software and data.
- (c) The Employee will, if required by the Employer, make available to the Employer for inspection all computers, laptops or other devices in the Employee's custody power or control that store electronic data.

22.4 CONTINUING OBLIGATIONS

- (a) Any provision of this Contract remaining to be performed or observed by the Employee or having effect after the termination of the employment for whatever reason remains in full force and effect and is binding on the Employee.

- (b) Upon termination of the employment the Employee must not represent the Employer as being in any way connected with or interested in the business of the Employer unless expressly authorised.

22.5 EFFECT OF TERMINATION ON DIRECTORSHIP OR OTHER OFFICES

On termination of the employment for whatever reason the Employee:

- (a) will resign all directorships, memberships and other offices related to the Employer; and
- (b) irrevocably appoints the Employer as the Employee's agent to execute any documents and do all things necessary to give effect to the resignations referred to in Clause 22.5(a) on the Employee's behalf.

22.6 SURVIVAL OF TERMINATION

The provisions of clause 20 (Confidentiality), 21 (Intellectual Property and Moral Rights) and 22 (What Happens After Termination) will survive termination of this Contract.

23 GENERAL

23.1 ALTERATION

Except as otherwise provided, a provision of or right created under this Contract cannot be waived or varied except in writing.

23.2 WAIVER AND RESTRICTIONS

An omission by the Employer to enforce or require strict or timely compliance with any provision of this Contract does not restrict the Employer's right to enforce that provision subsequently.

23.3 REPRESENTATIONS

The Employee acknowledges that in entering into this Contract the Employee has not relied on any representations or warranties about the subject matter of this Contract except as provided in this Contract.

23.4 SEVERABILITY

Every clause and sub-clause will where the context permits be severable from every other.

23.5 CALCULATION OF PAYMENTS

- (a) With the exception of long service leave payments and annual leave payments made on termination, Base Salary will be used to calculate payments relating to all paid leave.
- (b) Long service leave payments, other than those paid on termination, will be:
 - (i) Base Salary.

- (c) Payments of accrued long service leave on termination of this Contract will be calculated as the sum of:
 - (i) Base Salary; and
 - (ii) any amount that the Employee has salary sacrificed into Superannuation.
- (d) Payments of accrued annual leave on termination of this Contract will be calculated as the sum of:
 - (i) Base Salary; and
 - (ii) any amount that the Employee has salary sacrificed into Superannuation.
- (e) Notice of Termination payable in accordance with clause 17.2 (Termination during probation), 17.3 (Termination for unsatisfactory performance), 17.4 (Termination without cause or resignation) or 17.6 (Redundancy) will be:
 - (i) Base Salary
- (f) Any redundancy payments payable in accordance with clause 17.6 (Redundancy) will be calculated as the sum of:
 - (i) Base Salary; and
 - (ii) any amount that the Employee has salary sacrificed into Superannuation.

23.6 DEDUCTIONS

The Employee irrevocably authorises the Employer to off-set or deduct the following amounts from any payments the Employer owes the Employee in the following circumstances which the Employee acknowledges is principally for the Employee's benefit given the Employee would have derived a personal benefit and will avoid future liability and potential proceedings:

- (a) any amounts mistakenly paid by the Employer to the Employee and any expenses unreasonably or negligently incurred by the Employee;
- (b) an amount, equivalent to the balance of the notice period not worked if the Employee is directed to attend for work during any of the period of notice under clause 17.4 (Termination by the Employer with Notice) (if applicable) and fails to do so; and
- (c) any amounts the Employee owes the Employer upon termination of this Contract.

23.7 SPECIAL CONDITIONS

The parties agree to the Special Conditions.

23.8 INTERACTION OF THIS CONTRACT WITH THE NES

- (a) This Contract is subject to, and in satisfaction of, the minimum terms and conditions in

the NES and any other entitlement.

- (b) Where there is a conflict between the NES and this Contract, this Contract will only prevail to the extent that it provides a greater benefit to the Employee.
- (c) The Employee's leave under this clause applies unless a superior condition applies in accordance with the NES and is provided in satisfaction of, and not in addition to, entitlements under the NES.

23.9 ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties in respect of its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation imposed, given or made by a party in relation to that subject matter.

23.10 GOVERNING LAW

This Contract is governed by the laws in force in Tasmania and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania.

Schedule 1

ITEM	DESCRIPTION	
Item 1	Position	Principal
Item 2	Reporting Responsibility	Director on behalf of RCCTC
Item 3	Location	SCHOOL NAME & ADDRESS
Item 4	Employment Start Date	DATE
Item 5	Contract Start Date	DATE
Item 6	Employment End Date	DATE
Item 7	Probation End Date	DATE
Item 8	Duties	The general duties of the Employee shall be those duties which are usually associated with the Position and as set out in the Position Description in Schedule 2 and as amended by from time to time.
Item 9	Ordinary Hours of Work	38 hours a week
Item 10	Notice of termination	<p>a) During probation Period – 4 weeks or 5 weeks if the Employee is over 45 and has 5 years of continuous service</p> <p>b) Unsatisfactory performance – 4 weeks or 5 weeks if the Employee is over 45 and has 5 years of continuous service</p> <p>c) With Notice or Resignation – 3 months</p> <p>d) Redundancy – 3 months</p>
Item 11	Renewal Leave Allowance	A travel, accommodation and other expenditure grant is available, as reimbursement of costs, up to a maximum equivalent of seven weeks salary, less tax. The calculation is made on the basis of the amount that would apply to a Principal Classification Base Level 2 and School Loading Level 2. Provisions under this Item are in line with the Renewal Leave Guidelines which may be amended from time to time.

Item 12	Separation Payment	10 weeks pay calculated on the Base Salary inclusive of superannuation
Item 13	Remuneration Package	a) Base Salary - \$per annum b) Superannuation (11.5% of Base Salary) - \$ per annum c) Renewal Leave accrual (including super) - \$ per annum d) Value of Personal Use of the Motor Vehicle- \$14,000 per annum (the value of which may be amended at the Employers discretion) e) Total Remuneration Cost - \$ per annum
Item 14	Equipment	a) Laptop Computer b) Mobile Phone c) Tablet
Item 15	Special Conditions	Nil

Schedule 2

Position Description

Role title	Principal
School	SCHOOL
Is responsible to	Executive Director / School Governance (where appropriate)
Works collegially with	TCEO, other Colleges and System Schools

Role accountability

The Principal is accountable for leadership of mission, evangelisation and learning within the school community to ensure the goals of Catholic education are achieved. The role is accountable for effective leadership of staff, students and the wider school community to ensure that students receive quality education in accordance with Catholic faith and Christian principles. This is achieved through effective planning, direction, delivery, monitoring and assessment of curriculum, teaching programs, and co-curricular activities that support the core religious and educative dimensions. These activities require the effective and sustainable development, management and deployment of strategies, plans, staff and resources to support the future of the school and enhancement of system-wide Catholic Education effectiveness.

Organisational Requirements

As a leader in Catholic Education Tasmania,

- you will promote and support the achievement of our mission;
- you are required to exercise the principles of collegiality and subsidiarity in the promotion of shared ministry and teamwork within the school community and archdiocesan system;
- you must take reasonable care of your own health and safety and that of other people, including people working under your supervision or direction who may be affected by your acts or omissions at the workplace, and be aware of and apply Work Health and Safety (WHS) Officer due diligence criteria in accordance with Section 27 of WHS Act 2012 (TAS);
- you have a duty of care to protect and preserve the safety of children and students and must always act in the best interests of them in accordance with the Tasmanian Catholic Education Commission's Child Safe Organisation policy;
- you must uphold Catholic belief and practice in all the Employee's professional activities and refrain from expressing public opinions or engaging in public activity that, in the reasonable opinion of the Employer, would bring the Employer into disrepute;
- you must be familiar with, have an understanding of and uphold the implementation of the Archbishop's Charter for Catholic Schools.

Leading Mission and Evangelisation

Influence and enrich the lives of students, staff and other members of the school community:

- Embrace and role model Jesus' mission for the Church, living and sharing the Catholic faith.
- Create and sustain a Catholic school community that is both a sign and an instrument of the evangelising mission of the Church.
- Enhance understanding of the authentic nature of our Catholic Identity, its shape, its heritage and its significance.
- Cooperate with the Parish community in the evangelising mission of the Church.

Leading Teaching and Learning

Ensure effective teaching and learning to ensure that all students receive quality education:

- Establish and pursue high expectations of behaviour and achievement for the whole school.
- Enable effective teaching that promotes enthusiastic, independent learners, committed to life-long learning for the common good.
- Support a Christ-centred culture of effective teaching, in leading, designing and managing the quality of teaching and learning.
- Enhance staff engagement and collaboration in planning, monitoring and reviewing the effectiveness of learning.
- Enhance students' achievement in all aspects of their development.
- Create and sustain a positive culture of challenge and support.
- Encourage active student and community engagement and a strong student voice.

Developing Self and Others

Enhance the technical capability, personal and team effectiveness of staff and self:

- Develop a community of learners that is focused on the continuous improvement of teaching and learning.
- Enhance staff performance through effective feedback to achieve defined objectives.
- Develop staff leadership and team effectiveness.
- Role model constructive leadership and commitment to personal development in faith, ongoing professional development, health and well-being.

Leading Improvement, Innovation and Change

Improve the school outcomes through effective leadership of improvement, innovation and change processes:

- Establish a clear, shared Vision and strategies to guide effective improvement.
- Develop and implement clear, evidence-based improvement plans and policies for the development of the school and its facilities.
- Ensure engagement of staff in the pursuit of school outcome enhancement.
- Monitor the effectiveness of improvements to ensure efficacy and sustainability.

Leading the Management of the School

Ensure effective leadership and management of the school community and resources to deliver sustainable outcomes:

- Maintain effective stewardship of the school tradition and school assets.
- Provide a safe working and learning environment.
- Effectively recruit and manage staff to deliver required outcomes.
- Build staff and team engagement, effectively delegate and monitor outcomes.
- Deploy and utilise effective data management methods and technologies.
- Build relationships with associated bodies, Tasmanian Catholic Education Office, parishes, parents and others.
- Collaborate effectively within the school and Catholic Education to enhance system-wide effectiveness.
- Operate within the Policy framework of the Tasmanian Catholic Education Commission and comply with all legislative requirements.

Engaging and Working with the Community

Ensure deep engagement and an effective relationship that promotes sound lifelong learning within the diverse Community:

- Develop and maintain positive partnerships with students, families and carers, and the school's parish and broader community.
 - Build a culture of high expectations that recognises and uses the richness and diversity of the school's wider community, education systems and sectors.
 - Create a Catholic culture of respect taking account of the intellectual, spiritual, cultural, moral, social, health and pastoral care of students.
 - Support the needs of students, families and carers from diverse and multicultural communities facing complex challenges.
 - Foster understanding and reconciliation with Aboriginal and Torres Strait Islander peoples.
-

Role relationships	
Internal	External
<ul style="list-style-type: none"> • Director through relevant reporting structure 	<ul style="list-style-type: none"> • TCEO
<ul style="list-style-type: none"> • School Governance / Advisory Bodies 	<ul style="list-style-type: none"> • External stakeholders, suppliers and service providers
<ul style="list-style-type: none"> • School Leadership Team 	<ul style="list-style-type: none"> • Government and Education agencies
<ul style="list-style-type: none"> • School staff 	<ul style="list-style-type: none"> • Visitors and members of the public
<ul style="list-style-type: none"> • School volunteers 	

Personal Attributes

Qualifications and Registrations

- Bachelor of Education
- Masters in Education, or equivalent
- Diploma in Theology, or equivalent
- Current motor vehicle license
- Accreditation for Senior Leadership or equivalent
- Full registration with the Tasmanian Teachers Registration Board at time of commencement of duties
- Working with Vulnerable People registration
- Satisfactory National Police History Check

Skills and Capabilities

- A practicing Catholic whose faith is visible and inspiring in daily life and work
- You shall observe the Precepts of the Catholic Church (Catechism of the Catholic Church (n. 2042-2043)). These precepts invite all Catholics to:
 1. “attend Mass on Sundays and on Holy Days of obligation and rest from servile labor;”
 2. “confess our sins at least once a year;”
 3. “receive the sacrament of the Eucharist at least during the Easter season;”
 4. “observe the days of fasting and abstinence established by the Church;”
 5. “help to provide for the needs of the Church.”
- Significant experience in a Catholic education leadership role
- Demonstrated ability to articulate an educational vision that incorporates Catholic beliefs and values into all facets of school life and learning
- Experience building engagement across all elements of a school community
- A coalition builder who creates an inclusive environment that is conducive to sincere and open communication
- Excellent oral and written communication skills, including public speaking skills
- Well-developed knowledge and understanding of school financial and administrative functions
- A collaborative leader with an accessible and approachable style
- Demonstrated ability to listen to concerns and resolve conflicts constructively
- Demonstrated experience in promoting a culture of continuous improvement, offering creative solutions and applying strong leadership to challenges
- Demonstrated commitment to ongoing professional growth for self and others
- Ability to develop staff and build leadership capacity

Signing page

EXECUTED as an agreement

Signed by Roman Catholic Church Trust Corporation of the Archdiocese of Hobart by its duly appointed Attorney (Dr Gerard Gaskin) under Power of Attorney registered number PA147176, in the presence of:



Executive Director (Attorney)

Signature of Witness

Name of witness (print)

Date: ____ / ____ / 20__

Signed by **NAME**



Signature of Witness

Name of witness (print)

Date: ____ / ____ / 20__