

Variation to the Primary Principals' Collective Agreement 2013-2015

In accordance with clause 1.6 of the Primary Principals' Collective Agreement 2013-2015 (PPCA), this document sets out the specific clauses varied in the PPCA to reflect the implementation of Communities of Learning.

This variation was reached by agreement between the Secretary for Education and the New Zealand Educational Institute Te Riu Roa (NZEI) and will be binding on employees and employers of those employees covered by the PPCA in accordance with section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000) from the date this variation is signed.

4.6 Community of Learning leadership role

- 4.6.1 Each Community of Learning will be entitled to recruit a Community of Learning leadership role ("the role") from within the Community of Learning, and be entitled to allocate an allowance to the principal undertaking that role.
- 4.6.2 The purpose of the role will be defined by the Community of Learning's shared achievement plan.
- 4.6.3 A principal, who, through an agreed selection process has met the applicable criteria or professional standards (affirmed by an external professional adviser) and is appointed to the role, will receive an allowance of \$25,000 per annum in addition to other remuneration, including career structure payments.
- 4.6.4 The period of appointment to the role will be determined by the Community of Learning subject to the agreement of the principal and employing board. The period will be up to two years, subject to (4.6.6), (4.6.8) and (4.6.9) below.
- 4.6.5 Where a Community of Learning cannot select one principal from within the Community of Learning to the role or seeks different arrangements for the appointment, the Secretary for Education may agree to alternatives to appointing one principal and/or the fixed period of the appointment. This may result in alternative arrangements for the payment of the allowance outlined in (4.6.3) above and for the provision of the time allowance outlined in (4.6.7) below and/or a different term for the appointment as outlined in (4.6.4) above or (4.6.6) below.
- 4.6.6 A Community of Learning may decide the appointment will be extended beyond the agreed period in (4.6.4) above, for a maximum of two years depending on progress with the shared plan and inquiry, subject to the agreement of the principal and employing board.
- 4.6.7 The employing board will receive additional 0.4 FTTE staffing for the period of the appointment to enable the leadership functions to be fulfilled.
- 4.6.8 The allowance may be suspended by the employing board where the principal is undergoing competency processes as outlined in clause 8.3.2, and/or disciplinary processes as outlined in clause 8.4.
- 4.6.9 The allowance will cease to be payable in the following circumstances:
 - (a) where the principal ceases to be employed as a principal at that school; or
 - (b) where, with the agreement of the employing board, in consultation with the Community of Learning, the principal voluntarily relinquishes the role; or

- (c) where the fixed period of the allowance ends, regardless of whether the principal remains employed at that school; or
- (d) where the board becomes ineligible to make the allowance available. In such circumstances the principal will be provided with three months' notice, except where there is a lesser period due to the expiry of the fixed period.

4.7 Recognition of Leadership Expertise

- 4.7.1 Each Community of Learning will be entitled to allocate other leadership responsibilities and/or activities that are defined in substance and time by the Community of Learning's shared achievement plan. Up to two principals may be allocated specific leadership responsibility that is determined by the Community of Learning according to its plan.
- 4.7.2 A principal who has been selected on the basis of his/her ability to provide the specific expertise required and who has the approval of their employing board to undertake the responsibilities and/or activities shall be entitled to receive an allowance of \$2,500 per annum in addition to other remuneration, including career structure payments.
- 4.7.3 The period of appointment will be for a fixed period of up to two years which will be determined by the Community of Learning according to its shared achievement plan, subject to the agreement of the principal and the employing board and to (4.7.4) and (4.7.5) below.
- 4.7.4 The allowance may be suspended by the employing board where the principal is undergoing competency processes as outlined in clause 8.3.2, and/or disciplinary processes as outlined in clause 8.4.
- 4.7.5 The allowance will cease to be payable in the following circumstance:
 - (a) where the principal ceases to be employed as a principal at that school; or
 - (b) where, with the agreement of the employing board, in consultation with the Community of Learning, the principal voluntarily relinquishes the role; or
 - (c) where the fixed period of the allowance ends, regardless of whether the principal remains employed at that school; or
 - (d) where the board becomes ineligible to make the allowance available. In such circumstances the principal will be provided with three months' notice, except where there is a lesser period due to the expiry of the fixed period.

6.2.5 Principal Recruitment Allowance

- (a) The Secretary for Education may grant approval to a board to pay its principal an allowance of \$50,000 per annum for a fixed period of up to 3 years subject to (b) to (e) below.
- (b) The approval is subject to any conditions determined by the Secretary. Following the commencement of the principal's appointment, the Ministry of Education, board, principal and relevant stakeholders will meet to discuss what support options may be appropriate for the school.
- (c) The allowance may be renewed by the board subject to the prior approval of the Secretary for two subsequent periods of up to 2 years.

- (d) The allowance may be suspended by the employing board while the principal is undergoing competency processes or disciplinary processes (or both) as outlined in clause 8.3.2 and/or 8.4 respectively.
- (e) The allowance will cease to be payable in the following circumstances:
- i. where the principal ceases to be employed as a principal at that school; or
 - ii. when the fixed period of the allowance ends, regardless of whether the principal remains at that school.

Note: A principal in receipt of the Principal Recruitment Allowance is not eligible to receive the Staffing Incentive Allowance at the same time.

Renumber 6.2.5 to 6.2.6; 6.2.6 to 6.2.7; 6.2.7 to 6.2.8; 6.2.8 to 6.2.9

The parties on signing this document acknowledge, subject to any subsequent agreed editorial changes, that this reflects the agreements reached to vary the PPCA 2013-2015.

Signed at Wellington on 1 October 2015

Jane Porter
Executive Officer
NZEI Te Riu Roa

Tanya Duncan
Senior Industrial Relations Adviser
on behalf of the Secretary for Education

Witnessed by:

Colin Davies
Manager Service Delivery
New Zealand School Trustees Association