



SYDNEY ANGLICAN SCHOOLS CORPORATION

GENERAL TERMS OF EMPLOYMENT

This School is owned and operated by Sydney Anglican Schools Corporation (ABN 63 544 529 806) (the 'Corporation'), which is the employer of all staff at the School.

Your *Letter of Appointment*, which outlines the specific conditions of your appointment, will, together with these *General Terms of Employment*, set out the terms and conditions under which you are employed at the School.

The Corporation is governed by an Ordinance¹ of the Anglican Church Diocese of Sydney (the *Sydney Anglican Schools Corporation Ordinance 1947*). A number of the items listed below are stipulated in the Ordinance.

1. Sydney Anglican Schools Corporation Mission

- 1.1 The Corporation is an extension of the Gospel work of the Anglican Church Diocese of Sydney (the 'Church'). Therefore, the activities of the Corporation are intended, in part, to contribute to the Diocesan Mission, which is:

"To glorify God by proclaiming our Saviour the Lord Jesus Christ in prayerful dependence on the Holy Spirit, so that everyone will hear his call to repent, trust and serve Christ in love, and be established in the fellowship of his disciples while they await his return."

- 1.2 The School operates to support the mission of the Corporation, which is:

"To provide affordable quality Christian education."

- 1.3 All Corporation employees must support the teaching syllabus and activities of the Corporation and its schools in accordance with the fundamental declarations and ruling principles of the Anglican Church of Australia as adopted in the Diocese of Sydney².

- 1.4 In carrying out your duties it is expected that you will:

- see yourself as being in partnership with parents and the community in working towards furthering the mission of the Corporation;
- accept and espouse the Christian foundation and character of the School.

2. Your Duties

- 2.1 In all matters concerning your employment you are responsible to the Principal. The Principal may delegate some powers and duties and you may be required to report directly to a senior member of staff.

- 2.2 You must:

- devote the whole of your work time during your employment to your duties for the School;
- adhere to the School's code of professional standards, as applicable;
- serve the School and Corporation faithfully and diligently to the best of your ability;
- act in the School's and the Corporation's best interests;
- comply with all reasonable directions of the School and the Corporation from time to time;
- report to the person or persons nominated by the Corporation from time to time;

¹ The Ordinance may be found at <http://www.sds.asn.au/assets/Documents/orgs/organord/O72-0019.pdf>

² These may be found at http://www.anglican.org.au/docs/Constitution%20Canons%20BOOK%20FINALrevclient_indexed.pdf (clauses 1-6 on pages 3-4)

- comply with all law applicable to your position and the duties assigned to you; and
- not engage in other employment or business which may conflict with the interests of the School or the Corporation without first discussing the matter with the Principal.

2.3 If, at any time, you are unclear about what is required of you in fulfilling your duties and obligations to the School or the Corporation, you should ask the Principal for clarification of your duties and obligations before engaging in any conduct which you believe may be contrary to those duties or obligations.

3. Confidential Information

3.1 During and after your employment, you must not use or disclose Confidential Information of the School other than as authorised or required by the School.

3.2 In this clause '**Confidential Information**' means all confidential information including, but not limited to, information regarding students of the School and their families, trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating in any way to the employment and all other information relating to the School and the Corporation and their affairs and business, fees, sales, student enrolment, financial, marketing or promotional information relating to the School or the Corporation which is not in the public domain and includes any such information in the School's or Corporation's power, possession or control concerning or belonging to any other person of which the Employee has become aware or generated in the course of, or in connection with, the employment.

4. Assignment of Intellectual Property Rights

4.1 You:

- assign to the School all future Intellectual Property Rights throughout the world (including copyright) in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by you (whether alone or with the School's other employees or contractors) for use by the School;
- acknowledge that by virtue of this clause all such future rights will vest in the School.

4.2 You must do all things reasonably requested by the School to enable the School to assure further the rights assigned under clause 5.1.

4.3 In this clause, '**Intellectual Property Rights**' means all intellectual property rights including without limitation:

- copyright, patents, registered design, trademarks and the right to have confidential information kept confidential; and
- any application or right to apply for registration of any of those rights.

5. Leave

5.1 You are entitled to:

- annual leave;
- long service leave;
- sick leave, carer's leave and/or compassionate leave (**Personal/Carer's Leave**); and
- parental leave,

in accordance with applicable legislation in place from time to time.

- 5.2 Before granting Personal/Carer's Leave, or during or following any period of Personal/Carer's Leave, the Corporation may:
- (a) in the case of leave involving an illness or injury, require you to provide Satisfactory Evidence confirming your illness or injury of that of your Family Member (as the case may be);
 - (b) in the case of leave for an unexpected emergency affecting a Family Member, require you to provide Satisfactory Evidence of the emergency; and/or
 - (c) in the case of compassionate leave, require you to provide Satisfactory Evidence confirming the reason for the compassionate leave.
- 5.3 In this clause **'Family Member'** means a member of your immediate family or household, as those terms are used in the relevant provisions of the *Fair Work Act 2009* (Cth) (the **'FW Act'**).
- 5.4 In this clause **'Satisfactory Evidence'** means evidence reasonably satisfactory to the Corporation, subject to any restrictions imposed on the Corporation by law, and may include a medical certificate or statutory declaration, as required by the Corporation.
- 5.5 The Corporation may direct you to take annual leave by giving one month's notice.
- 5.6 Unless you cannot do so due to circumstances beyond your control, you must as soon as practical notify the Corporation if you will be absent. If the Corporation requires you to notify a particular officer or employee of your absence, then you should comply with this requirement.
- 5.7 No payment in lieu of Personal/Carer's leave will be made, either on termination of your employment or otherwise.
- 5.8 Your absence on leave counts as service as required by law, but not otherwise.

6. Termination

- 6.1 In these General Terms of Employment:
- (a) **'Working with Children Check Clearance'** means a clearance from the NSW Commission for Children and Young People (CCYP) in accordance with the *Child Protection (Working with Children) Act 2012* (NSW) (**WWC Act**).
 - (b) **'Disqualified person'** means a person disqualified under the WWC Act from holding a Working with Children Check Clearance, because the person has been convicted of, or against whom proceedings have been commenced for, a disqualifying offence. A list of disqualifying offences is at Item 1 of Schedule 2 of the WWC Act.³
- 6.2 Your employment may be terminated at any time:
- (a) by you giving to the Corporation the required period of notice in writing under your *Letter of Appointment*; or
 - (b) by the Corporation giving to you the required period of notice under your *Letter of Appointment* or by paying you an amount in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.
- 6.3 During part or all of any notice period provided for in paragraph 6.1:
- (a) the Corporation may require that you not attend your work location;
 - (b) the Corporation may require that you not contact any parents, other staff or students;
 - (c) the Corporation may change your position and responsibilities;

³ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch2.html
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- (d) the Corporation may require that you not undertake any work or undertake only limited work;
- (e) the Corporation may appoint another person on an interim or permanent basis to fill your role;
- (f) the Corporation may require you to take (if applicable) long service leave;
- (g) you must continue to comply with any obligations that apply under the *General Terms of Employment*;
- (h) your access to the Corporation's computer systems and premises may be suspended or terminated; or
- (i) any combination of the above.

6.4 Your employment may be terminated by the Corporation at any time without notice:

- (a) if you are subject to a bar from engaging in child-related work from the NSW Commission for Children and Young People (CCYP) or any other child-related employment screening agency as is in operation from time to time. This includes where:
 - (i) you are a Disqualified Person;
 - (ii) you have been refused a Working with Children Check Clearance (**Clearance**);
 - (iii) your Working With Children Check Clearance has been cancelled;
 - (iv) you are subject to an interim bar; or
- (b) you are the subject of a risk assessment by the CCYP;
- (c) you fail, refuse or are unable to provide the undertaking under clause 7.3 at any time during your employment, or you provide that undertaking but it is not true and accurate;
- (d) if you are guilty of serious misconduct, including, without limitation:
 - (i) wilful, or deliberate, behaviour by you that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes imminent, or serious, risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation of the School;
 - (iii) in the course of your employment, engaging in theft, fraud or assault;
 - (iv) being intoxicated at work; or
 - (v) refusing to carry out a lawful and reasonable instruction; or for malingering, inefficiency or neglect of duty or other misconduct; or
- (e) if you breach any material provision of these *General Terms of Employment* and the conditions in your *Letter of Appointment*.

6.5 All Corporation employees may also have their employment terminated if their conduct or statements are, in the reasonable opinion of the Corporation or those appointed by the Corporation to appoint other employees, inconsistent with Christian faith or character or the fundamental declarations and ruling principles of the Anglican Church of Australia, as adopted in the Diocese of Sydney⁴.

⁴ These may be found at http://www.anglican.org.au/docs/Constitution%20Canons%20BOOK%20FINALrevclient_indexed.pdf (clauses 1-6 on pages 3-4)
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- 6.6 If at any time you are unclear of whether your conduct or statements are inconsistent with the Christian faith or character or the fundamental declarations and ruling principles of the Anglican Church of Australia, as adopted in the Diocese of Sydney⁴, you should ask the Principal first before engaging in any such conduct or making any such statements.
- 6.7 If your employment is terminated for any reason, you must:
- (a) return all the Corporation's property to the Corporation on termination including all written or machine readable teaching programs, other material, software, computers, credit cards, keys and vehicles
 - (b) as and when required by the Corporation, disclose any password, security access codes or other information used by you in the course of their employment with the Corporation;
 - (c) not represent yourself as being associated with the Corporation; and
 - (d) not make any adverse comment, publicly or otherwise, about the Corporation.

7. Child Protection

7.1 In this paragraph:

- (a) **'Assessment Requirement Trigger'** means an offence or finding of misconduct involving children, as defined in Schedule 1 of the WWC Act.⁵
- (b) **'Reportable Conduct'** means:
 - (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including grooming of a child, child pornography offences or an offence involving child abuse material);
 - (ii) any assault, ill treatment or neglect of a child; or
 - (iii) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child. Reportable Conduct does not extend to:
 - (iv) conduct that is reasonable for the purposes of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
 - (v) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
 - (vi) conduct of a class or kind exempted from being reportable conduct by the Ombudsman, except where there is an alleged pattern or repeated instances of such conduct.

Note: Examples of conduct that would not constitute "reportable conduct" include (without limitation) touching a child in order to attract a child's attention, to guide a child or to comfort a distressed child; a school teacher raising his or her voice in order to attract attention or to restore order in the classroom; and conduct that is established to be accidental.

⁵ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html
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- 7.2 Your employment with the Corporation will be conditional on you:
- (a) having a current and valid Clearance at all times; and
 - (b) satisfactorily completing any other forms that may be required from time-to-time for the purpose of fulfilling the School's obligations under the WWC Act or any other legislation dealing with child protection.
- 7.3 You undertake to the Corporation that you:
- (a) hold a Clearance;
 - (b) are not a Disqualified Person;
 - (c) none of the Assessment Requirement Triggers apply to you;
 - (d) have not had any previous employment or engagement terminated on the grounds that you engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
 - (e) have not retired or resigned from any previous employment or engagement following allegations that you engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
 - (f) have never been charged with engaging in any Reportable Conduct and/or sex offence;
 - (g) are not currently the subject of allegations that you engaged in Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
 - (h) have never been the subject of allegations of any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
 - (i) will not engage in any Reportable Conduct and/or sex offence; and
 - (j) have not been the subject of proceedings commenced for any of the offences specified in Item 1(3) of Schedule 1 of the WWC Act (whatever the outcome of those proceedings).⁶
- 7.4 If you cannot give the undertaking set out in paragraph 7.3, you should not sign this agreement. You may, however, wish to speak with the Principal about the relevant occurrence.
- 7.5 If you give the undertaking set out in paragraph 7.3 by signing this agreement and the undertaking is not true and accurate, then the Corporation may terminate your contract of employment immediately without notice under paragraph 6.3.
- 7.6 After the commencement of this agreement (by you accepting the offer set out in the *Letter of Appointment* and this *General Terms of Employment*):
- (a) you must advise the Principal of any occurrence or event which would prevent you at that time from being able to give an undertaking to the effect of that set out in paragraph 7.3;
 - (b) the Principal may at any time require you to give an undertaking to the effect of that set out in paragraph 7.3; and
 - (c) the Principal may at any time require you to complete forms of the kind set out in paragraph 7.2.
- If you fail or refuse to do any of the things set out in this paragraph, then the Corporation may terminate your contract of employment immediately without notice.

⁶ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html
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7.7 Without limiting any other provision of these General Terms of Employment, if at any time you:

- (a) are a Disqualified Person;
- (b) are refused a Clearance;
- (c) have your Clearance cancelled;
- (d) are the subject of an interim bar; or
- (e) are the subject of a risk assessment by the CCYP,

then the Corporation may terminate your contract of employment immediately without notice under paragraph 6.4.

8. Monitoring of Information Technology Notification

8.1 The Corporation notifies you that it will carry out ongoing, intermittent surveillance of the use of computer and other electronic systems by you – including emails, internet and user data (including data locally stored on your work computer).

8.2 The surveillance is carried out by all means available to the Corporation which may include:

- (a) accessing your email account or emails;
- (b) accessing files;
- (c) accessing your work computer, storage devices or communications devices; and
- (d) accessing records of internet usage by you (including sites and pages visited, files downloaded, video and audio files accessed and data input);
- (e) use of monitoring and logging software.

8.3 The Corporation may conduct the surveillance for any purpose – including to determine if you or any other person:

- (a) has, or may have, breached their obligations to the Corporation;
- (b) should be subject to disciplinary action.

8.4 The surveillance will commence:

- (a) if you are a new employee, the commencement of your employment; or
- (b) otherwise 14 days from the date you receive these *General Terms of Employment*.

9. Policies and Procedures

9.1 Any policies or procedures of the Corporation do not form part of your contract of employment and are not intended to be contractual in nature.

9.2 Any implied duty of trust and confidence owed to you by the Corporation which might otherwise exist is expressly excluded from forming part of this contract of employment.

9.3 In entering this contract of employment, you are not relying on any representations by, or on behalf of, the Corporation unless expressly incorporated into these *General Terms of Employment* or your individual *Letter of Appointment*.

9.4 You acknowledge that the Corporation may vary or rescind any policies or procedures from time to time, in its absolute discretion and without any limitation on its capacity to do so.

10. Minimum Entitlements

10.1 If at any time you are entitled to any payment or other benefit as a consequence of your employment (whether under legislation, an Industrial Instrument or otherwise) (including, without limitation, minimum hourly rates, penalties, overtime, allowances and loadings (**Minimum Entitlements**), you agree that:

- (a) the Minimum Entitlements will be calculated at the applicable minimum hourly rate prescribed by the Industrial Instrument or legislation;
- (b) as far as possible, your Remuneration and other employment related benefits will be in satisfaction of your Minimum Entitlements; and
- (c) the Minimum Entitlements do not form part of this Agreement.

10.2 In this clause '**Industrial Instrument**' means any industrial award, enterprise agreement or other form of agreement made, recognised or taken to exist under an industrial law (including the FW Act).

11. Privacy

11.1 You consent to the Corporation and each person to whom any Recipient discloses Personal Information, collecting, using and disclosing Personal Information for any purpose relating to their business or your employment or its termination.

11.2 In this clause:

- (a) '**Personal Information**' means personal information (including sensitive information) as those terms are defined in the *Privacy Act 1988* (Cth) concerning you.
- (b) '**Recipient**' means any person who receives Personal Information as a result of a disclosure (whether by the Corporation or another Recipient) under this clause.

12. Other Matters

Circumstances may necessitate significant changes to the conditions of your employment. Where possible, such changes will be discussed in advance with you.

Unless the context otherwise requires, terms defined in your *Letter of Appointment* have the same meaning as in these *General Terms of Employment*. Your return of signed copies of your individual *Letter of Appointment* and these *General Terms of Employment*, as provided for below, will be taken as your acceptance of the appointment under the terms and conditions outlined in the two documents.

“I accept the offer of employment on the terms and conditions of employment set out above and in the accompanying *Letter of Appointment*.”

Signed

Date

Print Name