

**Terms of Settlement – Area School Principals’ Collective Agreement  
Dated 28 August 2019**

This document sets out the agreed components of the settlement of the Area School Principals’ Collective Agreement 2019-2022 (ASPCA). This agreement has been settled between the Secretary for Education, the New Zealand Post Primary Teachers’ Association (PPTA) and the New Zealand Educational Institute Te Riu Roa (NZEI Te Riu Roa) and will be subject to ratification by PPTA and NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by PPTA and NZEI Te Riu Roa members, provided ratification is confirmed and the new ASPCA is signed no later than 3pm 6 September 2019.

**1. Term**

The ASPCA will be effective from 6 September 2019 to 5 September 2022.

**2. Remuneration**

The parties agree that the increases to remuneration outlined below will take effect from 20 August 2019, 20 August 2020 and 20 August 2021 respectively.

The parties agree to three increases to the roll-based and staffing-based components of principal remuneration.

The parties also agree to increase the decile based component of U1 principals’ salary.

The rate of the annual increases to the roll-based, staffing-based and decile components will be:

<b>Effective date</b>	<b>Remuneration change</b>
20 August 2019	Roll-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for principals of U2-U16 schools</li> <li>• Increase of 12.5% for principals of U1 schools, to reflect the merging of U1 and U2 rates of pay</li> </ul> Decile payment: <ul style="list-style-type: none"> <li>• Increase of 13.5% for principals of U1 schools, to reflect the merging of U1 and U2 rates of pay</li> </ul> Staffing-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for all principals</li> </ul>
20 August 2020	Roll-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for all principals</li> </ul> Staffing-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for all principals</li> </ul>
20 August 2021	Roll-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for all principals</li> </ul> Staffing-based component: <ul style="list-style-type: none"> <li>• Increase of 3% for all principals</li> </ul>

**[Clause 3.1 Remuneration is set out in Annex 1]**

### 3. Area School Principals' Payment (clause 3.8)

The parties agree to increase the rate of the base component of the Area School Principals' Payment as follows:

U-grade	Rate effective 2 June 2018	Rate effective 28 January 2020	Rate effective 28 January 2021	Rate effective 28 January 2022
U1	\$4,320	\$4,500	\$7,000	\$8,500
U2, U3, U4, U5, U6	\$4,320	\$5,000	\$7,500	\$11,500
U7, U8, U9	\$4,320	\$5,500	\$8,000	\$13,500
U10, U11, U12, U13	\$4,320	\$6,000	\$8,500	\$15,000
U14, U15, U16	\$4,320	\$6,500	\$9,000	\$16,000

### 4. Te Rau Titoki leave (clause 5.6)

From the start of the 2021 school year the parties agree to introduce a new category, Te Rau Titoki leave, under the paid sabbatical leave scheme. The purpose of Te Rau Titoki leave is to enable area school principals to take time to focus on undertaking the community responsibilities, outside of leading their school, that are integral to their principal role. Individuals may apply for and be granted up to 3 sabbaticals awards, to be taken consecutively, for the purpose of Te Rau Titoki leave. Criteria for Te Rau Titoki leave will be developed and agreed by the parties, prior to implementation.

The parties also agree to increase the number of sabbaticals from 10 to 13 from the start of the 2022 school year. **[See wording attached in Annex 1]**

### 5. Parental Provisions (clause 5.8)

The parties agree to include gender neutral parental provisions from 6 September 2019. The parties also agree to remove the maternity grant provisions set out in Schedule A of the ASPCA as these will be superseded by the new clause. The intention of the amendment to the Parental Grant payment is that any teacher (regardless of gender) who is the primary carer receives the grant. **[See wording attached in Annex 1]**

### 6. Community of Learning | Kāhui Ako leadership flexibility

The parties agree to discuss greater flexibility of leadership arrangements including dual leadership, during the term of the collective agreement.

### 7. Accord between the Ministry of Education, NZEI Te Riu Roa and PPTA

The Ministry has entered into an Accord with the PPTA Te Wehengarua and NZEI Te Riu Roa in order to give effect to building a high trust environment where the teaching profession is highly regarded, sustainable, and is fit for now and the future of learning.

### 8. Additional payment

The parties agree that every principal who is a member of PPTA or NZEI Te Riu Roa as at 28 August 2019 and is covered by the Area School Principals' Collective Agreement 2019–2022 on the date it commences (6 September 2019) is entitled to receive a one-off gross payment of \$500.

For the avoidance of doubt:

- A principal who is a member of PPTA or NZEI Te Riu Roa as at 28 August 2019 and who on 6 September 2019 is covered by the ASPCA and is on approved **unpaid** leave under Part 5 of the ASPCA is entitled, upon application on their return, to receive the one-off gross payment of \$500 on the return to their position providing that they return on or before 28 January 2020.
- A principal who is a member of PPTA or NZEI Te Riu Roa as at 28 August 2019 and who on 6 September 2019 is covered by the ASPCA and is on approved **paid** leave from their position as principal on 6 September 2019 will be automatically entitled to this payment, without a requirement to apply for it.



A principal who is a member of PPTA or NZEI Te Riu Roa as at 28 August 2019 and who on 6 September 2019 is covered by the ASPCA and is on approved parental leave is entitled, upon application on their return, to receive the one-off gross payment of \$500 on the return to their position providing that they return on or before 6 September 2020.

A principal may not receive more than \$500 gross in total. A principal is not entitled to the payment if they were entitled to and received any amount up to \$1,500 of the lump sum payable under any of the three collective agreements between the Secretary and NZEI Te Riu Roa and/or PPTA that cover teachers, the collective agreement between the Secretary and NZEI Te Riu Roa which covers Kindergarten Teachers, the Primary Principals' Collective Agreement between the Secretary and NZEI Te Riu Roa or the Secondary Principals' Collective Agreement between the Secretary and PPTA and SPANZ Union.

## 9. Technical changes

The parties agree to make any technical changes that are mutually agreed prior to the going out for ratification.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the *Area School Principals' Collective Agreement 2019-2022*.

Signed in Wellington on 28 August 2019:



Fran Renton  
Advocate  
for PPTA

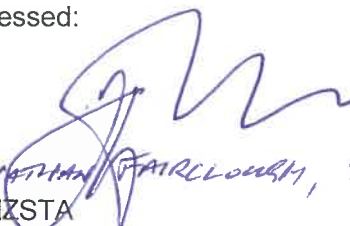


Rosie King  
Advocate  
for the Secretary for Education



Bella Pardoe  
Advocate  
for NZEI Te Riu Roa

Witnessed:



JONATHAN FAIRCLOUGH, General Adviser  
for NZSTA

### Part Three - Remuneration

#### 3.1 Principals' Remuneration

A Principal's core remuneration shall comprise the school roll-based salary component (U grade) specified in clause 3.1.1 and the staffing-based salary component (supplementary) specified in clause 3.1.2, the decile payment (where applicable) in clause 3.1.3, the Area School Principal's Payment in clause 3.8, and the Area School Principals' Career Structure payment (where applicable) in clause 4.4.

- 3.1.1 The Principal's salary shall be determined in accordance with the grade of the school (i.e. U1-U16):

#### School roll-based salary component (U-grades)

U Grade	Roll size	Rate effective 2 June 2018	Rate effective 20 August 2019	Rate effective 20 August 2020	Rate effective 20 August 2021
1	1-50	\$82,109	\$92,403	\$95,175	\$98,031
2	51-100	\$89,712			
3	101-150	\$97,161	\$100,076	\$103,078	\$106,170
4	151-300	\$104,774	\$107,917	\$111,155	\$114,489
5	301-500	\$112,387	\$115,759	\$119,231	\$122,808
6	501-675	\$116,739	\$120,241	\$123,848	\$127,564
7	676-850	\$121,270	\$124,908	\$128,655	\$132,515
8	851-1025	\$125,803	\$129,577	\$133,464	\$137,468
9	1026-1200	\$128,884	\$132,751	\$136,733	\$140,835
10	1201-1400	\$131,964	\$135,923	\$140,001	\$144,201
11	1401-1600	\$136,460	\$140,554	\$144,770	\$149,114
12	1601-1800	\$140,957	\$145,186	\$149,541	\$154,028
13	1801-2000	\$145,161	\$149,516	\$154,001	\$158,621
14	2001-2,200	\$149,366	\$153,847	\$158,462	\$163,216
15	2,201-2,400	\$153,046	\$157,637	\$162,367	\$167,237
16	2,401+	\$156,727	\$161,429	\$166,272	\$171,260

#### 3.1.2 Staffing-based salary component

In addition to the school roll-based salary specified in 3.1.1, the Principal's core remuneration shall include the staffing-based salary calculated according to the following formula:

Total teacher staff (TTS)	Rates effective 2 June 2018	Rates effective 20 August 2019	Rates effective 20 August 2020	Rates effective 20 August 2021
≤13	$(\$752 * TTS) + \$2,929$	$(\$775 * TTS) + \$3,017$	$(\$798 * TTS) + \$3,107$	$(\$822 * TTS) + \$3,201$
>13	$(\$149 * TTS) + \$11,193$	$(\$153 * TTS) + \$11,529$	$(\$158 * TTS) + \$11,875$	$(\$162 * TTS) + \$12,231$

The staffing funding component is based on total teacher staffing that includes entitlement, attached and additional staffing, in addition to entitlement staffing transfer, teacher specific time allowances and staffing for attached units under Boards of Trustees as determined in the Ministry staffing notice. It does not include teachers who may be employed above entitlement from a Board's operations funding.

**Note 1:** Total Teaching Staff (TTS) shall be based upon the higher of the GMFS staffing notice of the confirmed staffing allocation as on 1 March in the following year, as per the Ministry staffing notice.

**Note 2:** Any Principal who continues to be eligible for the grandparenting of the previous supplementary grant formula as per the conditions of the promulgated Area Principals IEC1998, shall have this formula used to calculate the salary entitlement under 3.1.2, according to any conditions relating to that grandparenting applying at that time.

3.1.3 Decile Payment

Principals in decile 1-4 schools shall be paid an amount in addition to base salary as specified in 3.1.1 and 3.1.2 above, according to the following tables:

**Decile 1 or 2 school**

Grade	Rate effective 2 June 2018	Rate effective 20 August 2019
1	\$3,855	\$4,375
2	\$4,375	\$4,375
3	\$4,746	\$4,746
4	\$5,116	\$5,116
5	\$5,488	\$5,488
6	\$5,709	\$5,709
7	\$5,709	\$5,709
8	\$6,155	\$6,155
9	\$6,155	\$6,155
10	\$6,451	\$6,451
11	\$6,451	\$6,451
12	\$6,674	\$6,674
13	\$6,674	\$6,674
14	\$6,674	\$6,674

**Decile 3 or 4 school**

Grade	Rate effective 2 June 2018	Rate effective 20 August 2019
1	\$1,928	\$2,187
2	\$2,187	\$2,187
3	\$2,372	\$2,372
4	\$2,559	\$2,559
5	\$2,743	\$2,743
6	\$2,855	\$2,855
7	\$2,855	\$2,855
8	\$3,078	\$3,078
9	\$3,078	\$3,078
10	\$3,225	\$3,225
11	\$3,225	\$3,225
12	\$3,336	\$3,336
13	\$3,336	\$3,336
14	\$3,336	\$3,336

### 3.8 Area School Principals' Payment

3.8.1 Each Area School Principal shall receive an additional annual Area School Principals' Payment, paid fortnightly, comprising two components:

(a) A base rate, as below:

U-grade	Rate effective 2 June 2018	Rate effective 28 January 2020	Rate effective 28 January 2021	Rate effective 28 January 2022
U1	\$4,320	\$4,500	\$7,000	\$8,500
U2, U3, U4, U5, U6	\$4,320	\$5,000	\$7,500	\$11,500
U7, U8, U9	\$4,320	\$5,500	\$8,000	\$13,500
U10, U11, U12, U13	\$4,320	\$6,000	\$8,500	\$15,000
U14, U15, U16	\$4,320	\$6,500	\$9,000	\$16,000

b) A per Full Time Teacher Equivalent (FTTE) rate, as below:

	Rate effective 2 June 2018
Per FTTE payment	\$47.75

3.8.2 This payment is acknowledgement of the complex role of the Area School Principal as educational and professional leader across all years of the curriculum.

**Note:** The FTTE payment is based on the provisional entitlement staffing (GMFS) minus one.



## **5.6 Paid Sabbatical Leave Scheme**

5.6.1 A sabbatical leave scheme for Principals will apply according to the following:

- (a) There will be ten (10), increasing to thirteen (13) from the 2022 school year, full-time equivalent sabbaticals awarded annually (*Note this may result in sabbatical leave being awarded to more than ten or thirteen, as applicable, Area School Principals during one school year.*)
- (b) A full-time equivalent sabbatical will be of ten (10) weeks duration paid at the rate of the Principal's normal pay.
- (c) Principals may apply for ten week, five week or three week sabbaticals; however, ten week sabbaticals will be allocated first.
- (d) A ten week sabbatical may, with the board's approval, be taken in two blocks during one school year. Each block must be whole weeks in duration and the smallest block must be for at least three weeks.

### **5.6.2 Te Rau Titoki leave**

*Te Rau Titioki refers to the Titoki tree that flowers only in the spring. The seed is held on the tree for a year and then falls to the ground to become the Titoki tree. In that year on the tree the Titoki seed grows, matures and everything that is needed to be the Titoki tree is developed.*

- (a) From the start of the 2021 school year, at least five (5) of the total full-time equivalent sabbaticals provided for in clause 5.6.1 above will be for the purpose of Te Rau Titoki leave. However the panel may apply discretion on the overall allocation of sabbaticals based on the applications received.
- (b) Principals may apply for up to three (3) sabbaticals to be taken consecutively for the purpose of Te Rau Titoki leave. Te Rau Titoki leave must be taken in one consecutive block and cannot be split as envisaged in 5.6.1(d) above.

5.6.3 Entitlement to sabbatical/Te Rau Titoki leave is subject to:

- (a) service of at least five years as a Principal in the state sector;
- (b) application by the Principal which has the support of their school board; and
- (c) the submission of a proposal of work to be undertaken during the sabbatical leave.

5.6.4 The criteria for the scheme and its operation is developed by the Ministry, the NZEI, the PPTA and the NZSTA. The award of the sabbatical leave, including Te Rau Titoki leave, will be by a panel with representation from the four organisations.

**Note:** *Criteria for Te Rau Titoki leave will be developed by the parties prior to its implementation at the start of the 2021 school year.*

5.6.5 At the time of application for sabbatical leave, excluding Te Rau Titoki leave, a Principal may also apply for the reimbursement of costs associated with the work proposal for the sabbatical to a maximum of \$5,000 and subject to clause 5.7 below. The panel established under clause 5.6.3 will decide whether the reimbursement of costs will be approved, and whether approved in part or full.

## **5.7 Reimbursement of Costs Associated With Sabbatical Leave**

5.7.1 Consideration may be given by the panel established under clause 5.6.4 to the reimbursement of costs, to a maximum of \$5,000, where such costs are clearly associated with the proposal of work for a sabbatical, in accordance with the agreed criteria developed by the parties and NZSTA. The maximum total cost of reimbursements for costs associated with the sabbatical leave scheme in clause 5.6 for any one school year shall not exceed \$50,000.

**Note:** *Reimbursement of costs is not applicable in respect of sabbaticals that are used for the purpose of Te Rau Titoki leave.*



## 5.8 Parental Provisions

- 5.8.1 The Principal is entitled to take parental leave under the Parental Leave and Employment Protection Act 1987 (PLEPA). In addition to the Principal's rights under the PLEPA the following shall apply:
- (a) Parental leave may commence at any time during the pregnancy subject to the Principal giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner. The Principal can take up to 12 months' unpaid leave from the date of birth, or in the case of adoption, whangai or Home for Life placement of a child under the age of six years, from the date the Principal becomes the primary carer.
  - (b) A Principal with 12 months' or more service shall be entitled to up to a further 12 months' unpaid leave (bringing the total entitlement to a maximum of 24 months' continuous leave including leave taken prior to the birth of the Principal's child) subject to notifying their employer in writing of their intention to take this leave within 9 months from the date of commencing leave under 5.8.1(a).
  - (c) The Principal's position will be held open subject to the school closure provisions of Schedule B of this agreement, for the duration of their parental leave. If a relieving Principal is employed it will be a condition of the relieving appointment that it will be terminated by the employer concerned within one month from the date that the permanent incumbent gives notice of intention to return to work early. A Principal must give their employer at least one month's notice if it is their intention to return to work before their parental leave expires. This provision shall not apply in the case of a Principal who has had a miscarriage or a stillborn child. In such cases the Principal may elect to return to work immediately.
  - (d) A Principal intending to resign because of pregnancy must be advised of their right to take parental leave.

**Note:** *Employment as a long term reliever covering a Principal on parental leave does not generate an entitlement to permanency in the event that the Principal on leave resigns.*

### 5.8.2 Parental grant

A Principal who takes parental leave in order to be the primary carer, or resigns due to pregnancy, is entitled to a payment equal to six weeks' salary calculated at the rate applicable in the Principal's last working week prior to commencement of their leave or date of resignation. However, a Principal who works less than full normal hours for a short period only, prior to taking primary carer leave, may have their case for full payment considered by the employer. The payment is not pro-rated if the teacher takes less than six weeks' leave. The grant is payable following production of a birth certificate or suitable evidence of placement.

Primary carer means:

The biological mother of the child, or their spouse or partner, where they take primary responsibility for the care, development, and upbringing of the child during the first six weeks of parental leave.

In the case of adoption, whangai or Home for Life placement, the person who takes permanent primary responsibility for the care development and upbringing of the child.

### 5.8.3 Sick leave during pregnancy and while on Parental Leave

- (a) Periods of illness due to pregnancy prior to the birth may be charged against the Principal's sick leave entitlement. Normal rules for sick leave with regard to production of a medical certificate apply.
- (b) Once the Principal has commenced parental leave, any day(s) of sickness must be leave without pay and in no circumstances may a Principal have an absence during or following the birth of the child credited against their sick leave entitlement.





5.8.4 Leave to attend partner at birth of their child.

- (a) Permanently appointed Principals will be granted two (2) days' paid leave to attend their partner at the birth of their child.
- (b) Reasonable notice must be provided to the employer before and at the time of the Principal taking leave.

A handwritten signature in blue ink, consisting of several stylized, overlapping loops and lines, located in the bottom right corner of the page.