# Christian Schools Australia

# Sample Letter of Offer for ACT General (Non-Teaching) Staff - MEA[[1]](#footnote-2)

# 2022 Version[[2]](#footnote-3)

**IMPORTANT NOTE**:

Sample employment documents are provided to inform and assist schools in the development of their own documentation, to provide consistency across CSA member schools, and to support schools participating in the Christian Schools Staff Relations Service in NSW and ACT. These documents must only be used in accordance with the CSA Shared Resources Licence, details of which can be found on our website.

The actual content of a particular document may not be appropriate for your school without modification. The documents should be used only after a thorough review and understanding of the contents. We strongly recommend you seek further advice from CSA or your legal advisors in the development of school documentation.

Care should be taken in the use of these documents to ensure that alterations and amendments do not have unintended consequences. It is important that the final form of any modified document be thoroughly reviewed prior to execution.

Dear [Name],

On behalf of [Sample Christian School], I have pleasure in extending to you an offer to serve as a staff member in the position of *[position title]* within the School. The terms and conditions of this offer are set out below and in the attached Standard Terms & Conditions of Ministry.

While your position is a non-teaching role, all members of the school community play a crucial part in teaching and modelling to students and representing the School to those inside and outside the school community.

## Conditional Nature of Offer[[3]](#footnote-4)

It is an offence under the *Working with Vulnerable People (Background Checking) Act 2011 (the WWVP Act)* for a person to engage in ‘child-related work’ unless the person has a registered Working with Vulnerable People card, or if they are subject to a negative notice. If you do not already have a Working with Vulnerable People Card, you will be required to apply for one prior to your appointment. The School is required to verify your registration by law. Your employment is conditional on you holding registration.

This requirement is in addition to the assurances in the Standard Terms & Conditions of Ministry (clause 9.2).

## Commencement and Term of Appointment

If you accept this offer your appointment will commence, subject to the terms and conditions in this letter and attached Standard Terms & Conditions of Ministry, on [*insert commencement date*]. [Your appointment is a temporary appointment [*insert relevant reasons: replacing a staff member on parental leave / to assist the school to work on a designated task/programme / as part of a trial of a new position*] and will terminate on [*insert date of termination*]*[[4]](#footnote-5)* [but may be terminated earlier than this date should the staff member you are replacing return from parental leave. In the event that a staff member on parental leave returns for a permitted work period [due to their child being hospitalised following its birth], and the school is unable to provide alternative employment during this period, the appointment may be terminated]*[[5]](#footnote-6)*.

Your appointment will be for an initial qualifying period[[6]](#footnote-7) of [*insert 6 or 12 months as appropriate*] as set out in the *Fair Work Act 2009* (the Act).

## Hours and location of work

Your appointment is a *[temporary]* full-time *[part-time]* appointment and you will be required to work *[insert number of hours per week, maximum 38]* hours per week.  The days, start and finish times and hours to be worked are, initially, *[days, start and finish times and total hours]*.

You will not be required for duty during pupil vacation periods and will work, initially, a total of *[insert number]* weeks during the year reflecting the number of school term weeks in the current year although these may change from year to year.  Staff will be notified at the beginning of the year of any paid compulsory professional development attendance days to occur during non term periods. You will be required to take leave without pay during the pupil vacation periods.

**OR**

You will be required for duty during pupil vacation periods and will work a total of 48weeks during the year, excluding your period of annual leave.

**OR**

You will be required for duty during *[insert number]* of *[weeks/days]* during pupil vacation periods *[as outlined below]* and will work, initially, a total of *[insert number]* weeks during the year although these may change from year to year depending upon term dates.  You will be required to take leave without pay during the remaining pupil vacation periods.[[7]](#footnote-8)

Your location of work is the schools campus at [*insert school address*] although this may vary.

## Accountability and Duties

You are accountable to, and required to report day to day to *[insert applicable position*]

The current duties involved in this position are outlined in **Schedule 1** (**position description)**[[8]](#footnote-9)

Participation in the school’s program of spiritual and pastoral care is an essential aspect of your role and it is critical that you be a role model to students consistent with the Biblical expectations of a Christian leader captured in the attached Standard Terms of Ministry.

**[Include if applicable**: You may also be required to attend camps or be involved in other overnight excursions as part of your role.  The details of these activities will be advised to you with as much notice as possible.]

## Applicable Industrial Instrument

Your appointment is subject to the provisions of the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2021* “the Agreement”*,* as the applicable industrial agreement. This document contains, among other items, details of your entitlements to leave and basic information on the requirements of your position and other positions. Copies of the Agreement are available in the staffroom. I recommend that that you refer to it.

## Remuneration

Your position is classified in accordance with the Agreement as a [insert classification eg School Support Services grade 3 or School Administration Services grade 2] position. [Insert if required: In addition, your position attracts an allowance for [*insert relevant allowance / amount*] and this allowance will also be applicable.] [Insert if required: The School also pays annual leave loading to staff over the whole year by increasing the regular salary amount rather than paying loading on leave when it is taken.[[9]](#footnote-10)] Accordingly, your salary on appointment would be [*insert annual / hourly $ amount*] as per the current Agreement.

Under the Agreement, this salary will be payable fortnightly only during term weeks when you will be working [Or: during the whole of the year, including, pupil vacations when you will not be working, reflecting an averaged salary rate in accordance with the Agreement[[10]](#footnote-11)]. [Optional: The School may offer to enter into salary packaging arrangements in relation to your remuneration. The details of these arrangements will be discussed with you prior to commencement.]

## Equipment [if applicable]

A school owned [item] is provided with your position to assist you with your duties. You may be required to provide an annual declaration regarding its use. The [item] is school property and must be returned on termination.

[**Optional Requirement**] The school uses several online platforms and requires that staff have a smart phone that is capable of installation of required apps.

## Superannuation

In accordance with the Agreement you may have required superannuation contributions made to a fund nominated by you to which we agree to make contributions.  Please advise us of the details of your preferred fund.  If you do not provide us with details of your preferred fund the school will enquire from the ATO information about any stapled fund into which we will pay your superannuation contributions

## Acceptance of Offer

Would you please let us know, by signing the following Confirmation of Employment Conditions[[11]](#footnote-12) and returning the enclosed copy of this letter, whether you are willing to accept an appointment on the terms and conditions outlined within. We encourage you to seek appropriate advice before doing so.

We look forward to your arrival to take up this position with us.

Yours sincerely

[Name]

Principal

Enclosures[[12]](#footnote-13):

Confirmation of Employment Conditions

Standard Terms and Conditions of Ministry

Statement of Faith

[insert if applicable: Statement of Lifestyle and Conduct]

[insert if applicable: Staff Code of Conduct]

[insert if applicable: Values Statement, Educational Creed etc]

Fair Work Information Statement

Superannuation Standard Choice Form

## Confirmation of Employment Conditions

I confirm that I have had the opportunity to read and discuss the above letter and the attached:

* Standard Terms and Conditions of Ministry
* Statement of Faith
* [Insert if applicable Statement of Lifestyle and Conduct]
* [Insert if applicable Staff Code of Conduct
* [Insert applicable Values Statement, Educational Creed etc]
* Fair Work Information Sheet

I hereby accept employment on the terms and conditions set out and provide the acknowledgements, assurances and warranties as required and assert;

* that I will support the school’s Statement of Faith, and conduct myself in a manner consistent with the School’s beliefs and principles
* that there are no current or historical legal or employment related matters that prevent me from successfully obtaining and holding a Working With Vulnerable Persons card (WWVP).
* I have provided a true and accurate statement of my capabilities and can meet the inherent requirements of the position
* There are no medical conditions that reasonable prevent me from performing the requirements of the position, and/or I have disclosed any relevant treatment/medical plans that are required to support my capacity to perform the duties of the position.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Schedule One – Position Description

1. This letter is designed for use in relation to staff engaged under the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2021* (the MEA). Staff not engaged under the MEA should be provided with a different form of Letter of Offer. The letter will form the basis of the employment agreement (contract) between the School and the staff member. [↑](#footnote-ref-2)
2. This version is published and based on applicable legislation and agreements as of 3 November 2022. Updates to this model document do not necessarily require existing employees to be issued with an updated Letter of Offer, as the updated version usually only provides clarification on existing terms. Schools can, however, advise staff of a variation of their terms if they are substantial or include changes that the school particularly wishes to rely upon for existing staff. [↑](#footnote-ref-3)
3. Schools may also want to consider including an additional requirement relating to COVID-19 vaccination whilst public health directions remain in place. This could be in the form ‘Directions made under the *Public Health Act 1997* (ACT) require all relevant workers to have received two doses of a COVID-19 vaccination before 29 November 2021. The School will require that you produce evidence of this as a condition of your employment.’ [↑](#footnote-ref-4)
4. Temporary appointments for a specified maximum term are only allowed in limited circumstances as outlined in the *Fair Work Act 2009* and the MEA clause 12.7. Such appointments should not be used as a basis for a ‘trial’ appointment as this is likely to be ineffectual. Schools should seek advice before making a temporary appointment except where a staff member on leave is being replaced for the period of leave. [↑](#footnote-ref-5)
5. The most common situation where a temporary appointment is undertaken is in relation to staff on parental leave. In these circumstances, it must be clearly indicated that the temporary appointment is to replace a person taking parental leave and may be terminated earlier should the staff member on leave return to work early – for example if the child does not survive, or the person ceases to be the primary carer. An employee returning on a ‘permitted work period’ is entitled to return to their pre parental leave role, the school may either identify another role for the temporary employee to perform or terminate the appointment. Strictly, an early return to work requires the consent of the employer. [↑](#footnote-ref-6)
6. An employee who would otherwise be entitled to seek a remedy under the Fair Work Act in relation to unfair dismissal is prohibited from doing so during any minimum employment period. This period is one year for small businesses (those employing less than 15 employees) and six months for other employers. This period applies irrespective of whether a probation period is specified. Termination of employment is outlined at clause 14 of the MEA. [↑](#footnote-ref-7)
7. Clause 13.1 of the MEA provides that any requirement to take leave without pay during all or part of the pupil vacations be specified as part of the employment contract.  Please select the option which best suits your circumstances and modify accordingly. [↑](#footnote-ref-8)
8. If you include this sentence, you should ensure that an appropriate position description is provided, using the MEA Schedule B Classifications as a guide. [↑](#footnote-ref-9)
9. The MEA clause 32.4(b) allows leave loading to be paid across the whole year as part of a staff member’s regular salary payment, and requires this to be notified in writing to applicable staff. [↑](#footnote-ref-10)
10. Where an averaged salary amount is provided in this letter it should be clear that the amount shown is the averaged amount to allow appropriate [↑](#footnote-ref-11)
11. It is important to ensure that the school follows up staff offered appointment to ensure that a signed acceptance is received and kept on file. [↑](#footnote-ref-12)
12. Enclosures: This list is provided as a ‘checklist’ for schools To ensure that the employee is appropriately informed when signing this Letter of Offer, it is vital that the following are included/attached/made available to them as part of this Letter of Offer; Standard Terms and Conditions, Statement of Faith and other ethos defining documents as they relate to the school. [↑](#footnote-ref-13)