

# School Merger or Closure Staffing Guide

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# Overview

In the event of a merger of two or more schools or the closure of a school the staffing arrangements that will apply are set out in this guide.

In circumstances where it is proposed that one or more schools merge or close, it is important that the impact on employees during the merger or closure process is dealt with at an early stage. The arrangements set out in this guide should be communicated to employees as early as possible in the planning process.

## School Merger

### PRINCIPAL CLASS

The following arrangements apply to substantive members of the principal class in the existing schools:

#### Prior to the date of merger

Normal contract renewal arrangements apply in those cases where the existing principal class employee's contract is due to expire prior to the date of the merger. Any vacant principal class position may be filled on a higher duties basis.

#### From the date of merger

All employees in the principal class as at the date of merger become part of the workforce profile of the new entity under the direction of the principal of the new entity and, excluding the duties to be performed, with the same terms and conditions for the duration of their existing contract or two years, whichever is greater.

Where a school merges, the position occupied by the substantive principal is abolished and the contract of employment is terminated under the terms of subclause 9.1(b) of the principal class contract. In these circumstances the principal will be offered a liaison principal contract on the same terms and conditions for the duration of their existing contract or two years, whichever is greater. The principal of the new entity should contact the People Division to arrange the preparation of the liaison principal contract offer.

### LEADING TEACHERS/LEARNING SPECIALISTS

The following arrangements apply to substantive leading teachers/learning specialists in the existing schools:

#### Prior to the date of merger

Normal tenure renewal arrangements apply in those cases where the leading teacher's/learning specialist's tenure is due to expire prior to the date of merger. Any vacant leading teacher/learning specialist position may be filled on a higher duties basis.

#### From the date of merger

As at the date of the merger all leading teachers/learning specialists become part of the workforce profile of the new entity under the direction of the principal of the new entity. Excluding the duties to be performed, a leading teacher's/learning specialist's terms and conditions of employment including tenure are unchanged. Normal tenure renewal procedures apply.

The leadership requirements of the new entity beyond the date of merger are determined in accordance with the normal workforce planning requirements.

### ONGOING EMPLOYEES – CLASSROOM TEACHERS AND EDUCATION SUPPORT CLASS

Classroom teachers and employees in the education support class employed ongoing as at the date of the merger become part of the workforce profile of the new entity with the same terms and conditions and under the direction of the principal of the new entity.

### FIXED TERM EMPLOYEES – CLASSROOM TEACHERS AND EDUCATION SUPPORT CLASS

The following arrangements apply to classroom teachers and employees in the education support class employed fixed term in the existing schools:

### Prior to the date of merger

Normal fixed term arrangements apply in those cases where the existing periods of fixed term are due to expire prior to the date of merger. Any vacant fixed term position may be filled up to the date of merger.

Under the terms of the Victorian Government Schools Agreement 2017 an employee in the education support class who commences employment in a fixed-term position following a previous period of fixed-term employment is entitled to redeployment status for a minimum period of 12 weeks prior to the expiration of the fixed period of employment. The employee must be interviewed for any positions for which they are an applicant in that 12 week period.

Any fixed term teacher who has been employed continuously for twelve months or more in two or more fixed periods will be accorded the same redeployment rights as education support class employees. In addition, employees employed for more than two years in one fixed period will be afforded these redeployment rights.

The redeployment rights of fixed term employees under the Victorian Government Schools Agreement 2017 or this policy will commence from the date the Minister approves the merger until the date of merger or 12 weeks prior to the conclusion of the fixed term position (whichever is greater).

Employees will be given the opportunity to express interest in being supported to find alternative employment in other schools or organisations. The support to be provided may include professional resume writing assistance and interview training. The schools will work with the regional office to identify opportunities that may be available.

To ensure any eligible fixed term employees are afforded redeployment rights at the earliest opportunity, the names of any eligible fixed term employees should be emailed to the Schools Recruitment Unit mailbox as soon as the Minister has approved the school merger.

### From the date of merger

All fixed term employees as at the date of merger become part of the workforce profile of the new entity with the same terms and conditions and under the direction of the principal of the new entity. Normal fixed term arrangements apply.

## **STAFF ABSENT ON LONG TERM LEAVE OR TEMPORARY TRANSFER**

An employee who is absent from the school on leave or temporary transfer to another school or location at the date of the merger becomes part of the workforce profile of the new entity under the direction of the principal of the new entity and with the same terms and conditions.

## **EXCESS STAFF, GAINFUL EMPLOYMENT AND RE-TRAINING**

From the date of the merger, staff of the new entity will not be declared excess for two years from the date of the merger as a direct consequence of the merger. The principal of the new entity can however identify employees as excess for reasons not related to the merger in accordance with the management of excess procedures. An employee who considers they have been named as excess for a reason directly related to the merger may lodge a grievance with the Merit Protection Boards and include a breach of this policy as a ground for review.

The principal of the new entity has an obligation to ensure that any excess employees are provided with gainful employment prior to redeployment. For teachers this includes, but is not limited to, rostered teaching duties, team teaching, replacement classes, extras and supervisory duty.

Retraining of any excess employees may enhance their redeployment prospects. This may take the form of on-the-job training but could include, in some cases, the undertaking of a short course to provide new skills or update existing ones.

The focus of retraining should be to enhance the redeployment prospects of the employee.

## **WORKFORCE PLANNING**

The new entity will develop a sustainable workforce plan, taking account of the anticipated student enrolment, available budget and expected staffing attrition. If required, the Department will provide management and/or financial support in relation to deficit management in line with the principles relating to Workforce Bridging.

The funding model will be based on student learning needs and be consistent with the principles underpinning the Department's funding model.

Prior to the establishment of the new entity workforce planning projections should be undertaken at the earliest opportunity. This will reduce the risk of excess staff and deficit situations.

# School Closure

## PRINCIPAL CLASS EMPLOYEES

Where a school closes the position occupied by a principal class employee in that school is abolished and the contract of employment is terminated under the terms of subclause 9.1(b) of the principal class contract.

In these circumstances the principal class employee will be offered a liaison principal contract at the same classification level and remuneration for the duration of their existing contract or two years, whichever is greater, under the direction of the Regional Director of the applicable region. The Region should contact the People Division to arrange the preparation of the liaison principal contract offer.

## TEACHER CLASS AND EDUCATION SUPPORT CLASS

The arrangements for the placement of employees (other than those in the principal class) in a school that will close will be managed in a phased approach as follows:

### Phase 1

From the date the Minister approves the closure, employees (other than those in the principal class) are guaranteed an interview for advertised vacancies for which they are an applicant as follows:

#### *Ongoing employees*

Ongoing employees are declared in excess from the date the Minister approves the closure. These employees will be provided with dedicated redeployment/career transition support from the Department's provider.

#### *Fixed term employees*

Under the terms of the Victorian Government Schools Agreement 2017 an employee in the education support class who commences employment in a fixed-term position following a previous period of fixed-term employment is entitled to redeployment status for a minimum period of 12 weeks prior to the expiration of the fixed period of employment. The employee must be interviewed for any positions for which they are an applicant in that 12 week period.

Any fixed term teacher who has been employed continuously for twelve months or more in two or more fixed periods will be accorded the same redeployment rights as education support class employees. In addition, employees employed for more than two years in one fixed period will be afforded these redeployment rights.

The redeployment rights of fixed term employees under the Victorian Government Schools Agreement 2017 or this policy will commence from the date the Minister approves the closure until the date of closure or 12 weeks prior to the conclusion of the fixed term position (whichever is greater).

One month prior to the date of closure, or the end of the school year, whichever is earlier, the redeployment prospects of any unplaced ongoing employees, and any fixed term employee whose employment extends beyond the date of the closure, will be reviewed by the Region and gainful employment identified for those staff after the school closes.

### Phase 2

Ongoing employees not redeployed during Phase 1 will continue to be in excess and redeployment pursued with the assistance of the Department's redeployment/career transition support provider. The Region will have responsibility for identifying suitable gainful employment for these employees pending successful redeployment. The Region will make all reasonable efforts to ensure employees who are excess as a result of a school closure are placed in suitable alternative positions.

These arrangements will continue with respect to an eligible fixed term employee for the remainder of their fixed period or one term beyond the date of the closure, whichever is the later. If the fixed term employee is not redeployed to a suitable vacancy prior to this date, employment with the Department will cease on that date.

### Phase 3

Towards the end of the school year following the closure of the school the redeployment prospects of any unplaced ongoing employees will again be reviewed and an appropriate course of action determined in respect of each individual at that time, including the possibility of targeted separation packages where redeployment is considered unlikely to be successful within a reasonable time.

To ensure eligible employees are afforded redeployment rights at the earliest opportunity, the names of eligible employees should be emailed to the Schools Recruitment Unit as soon as the Minister has approved the school closure.

## STAFF ABSENT ON LONG TERM LEAVE

An ongoing employee who is absent from the school on leave or temporary transfer to another school or location at the date the school closes will be declared in excess. Redeployment will be pursued with the assistance of the Department's redeployment/career transition support provider on the employee's return to duty. Normal redeployment procedures will operate during this period. The Region will have responsibility for identifying suitable gainful employment for the employee pending successful redeployment.

If the employee is not redeployed within twelve months (or six months for an education support class employee) of their return to duty, the redeployment prospects of the employee will be reviewed and an appropriate course of action determined at that time, including the possibility of a targeted separation package where redeployment is considered unlikely to be successful within a reasonable time.

These arrangements will apply in respect to an eligible fixed term employee for the remainder of their fixed period of employment or one term beyond the date of the closure, whichever is the later. If the fixed term employee is not redeployed to a suitable vacancy prior to this date, employment with the Department will cease on that date.

## Special Staffing Provisions

Particular staffing arrangements to deal with any exceptional circumstances not covered by the general arrangements set out above may be approved in respect of individual school mergers or closures.

Where, in any particular case, it is proposed to vary the arrangements set out in this policy to provide for particular staffing arrangements, approval of the Deputy Secretary, Regional Services Group, is required. This approval must be obtained prior to any commitments or undertakings being entered into at the local level. In circumstances where alternative arrangements are approved the principals of the schools involved are responsible for ensuring the school staff are informed of the changes. A Memorandum of Understanding reflecting the changes can be developed by the schools involved, provided that any Memorandum of Understanding is of no effect unless it has been approved by the Deputy Secretary, Regional Services Group.

## Further Assistance

Further information, advice or assistance on any matters related to staffing arrangements in school mergers or closures is available by:

- accessing the A-Z topic list on [HRWeb](#),
- using the [related topics](#) list; or
- contacting the Schools Recruitment Unit on 1800 641 943.