

**THE PRINCIPAL OF _____ ON BEHALF
OF THE BISHOP OF THE DIOCESE**

("The Employer")

("The Assistant Principal")

D E E D of AGREEMENT

THE EMPLOYMENT OF AN ASSISTANT PRINCIPAL OF A DIOCESAN PRIMARY SCHOOL

1. THE MINISTRY OF LEADERSHIP

1.1 The role of the Assistant Principal is an integral part of the Church's official education ministry.

1.2 Ministry, as understood within the Church, is service to others motivated by commitment to Christ.

1.3 The educational ministry of the Assistant Principal requires certain competencies for membership of, and contribution to, an effective leadership team in a Catholic School community.

1.3.1 **Educational:**

These competencies assist the Assistant Principal both in defining educational goals, in conjunction with the school leadership team, and in achieving them through the establishment of a suitable school curriculum.

1.3.2 **Pastoral:**

These competencies support the Assistant Principal in working with other members of the school/parish community in an informed, adaptable and caring manner.

1.3.3 **Theological:**

These competencies help develop within education ministry its religious dimension based on Catholic faith, and require updating through ongoing professional development, including tertiary studies.

1.3.4 **Managerial:**

These competencies better facilitate an ordered, effective and confident approach to personnel, process and resource management and can be developed through tertiary studies as well as practical involvement in school administration.

2. OBLIGATIONS OF THE EMPLOYER

2.1 The Church has a pre-eminent concern for the dignity and welfare of the individual and, in this context, the Assistant Principal has accorded importance to the ministry of leadership including that exercised through the Assistant Principalship; this concern imposes

on the Employer the obligation to provide a level and quality of pastoral care suited to the person and the position.

In the context of the employment of staff in a Catholic school, including that of the Assistant Principal, the Principal is the employing authority. The appointment of the Assistant Principal is made by the Principal, in consultation with the School Board acting under the approved CECWA Western Australian School Board Constitution and subject to relevant CECWA policies(eg Recruitment, Selection and Appointment of Staff in Catholic Schools).

- 2.2 Accordingly, the Employer, through the Principal, is obliged to build relationships with the Assistant Principal based on concern, cooperation and consensus.
- 2.3 Within these relationships, pastoral care for the Assistant Principal will find practical expression in provisions for:
 - 2.3.1 the selection process;
 - 2.3.2 professional development;
 - 2.3.3 appraisal
 - 2.3.4 remuneration and benefits; and
 - 2.3.5 termination/retirement.

3. **THE DEED of AGREEMENT**

- 3.1 Assistant Principals are employed under the terms and conditions of the *Independent School Teachers' Award (1976) and the Western Australian Catholic Schools EBA 2000*.
- 3.2 The purpose of this contract is to define, and thereby to clarify, the agreed bases of employer-employee relationships within the employment situation. A contract gives rise to legal rights and obligations.
- 3.3 Employment as Assistant Principal takes place within the framework of both civil and canon law. The former protects and obligates the Assistant Principal as a citizen of Western Australia; the latter protects and obligates the Assistant Principal as a Church member with a specific ministry.
- 3.4 The following aspects of the employment agreement are treated in this contract, known as the Deed of Agreement:

- (i) Tenure
- (ii) Responsibilities
- (iii) Appraisal and review
- (iv) Salary and benefits
- (v) Termination.

DEED of AGREEMENT

1. PARTIES

The Principal of _____ school on behalf of the Bishop of the Diocese
("the Employer").

- 1.2 The party named and described in Item 1 of the Schedule
("the Assistant Principal").

NOW BY THIS DEED it is agreed and declared as follows:

2. DEFINITIONS

- 2.1 In this deed, unless the context otherwise requires, the expressions:

2.1.1 "Catholic" means the Roman Catholic religion.

2.1.2 "Church" means the Roman Catholic Church.

2.1.3 "Commission" means the Catholic Education Commission of Western Australia.

2.1.4 "Director" means the Director, for the time being, of the Catholic Education Office.

2.1.5 "Employer" means the Bishop of the Diocese who delegates the employing authority to the principal of the school.

2.1.6 "Assistant Principal" means the Assistant Principal named and described in Item 1 of the Schedule;

2.1.7 "School" means the school specified in Item 2 of the Schedule.

2.1.8 "School Board" means the board of persons constituted as the School Board of the School from time to time.

2.1.9 "School Community" means the staff (including the Principal and the Assistant Principal/s) and students of the school from time to time and the parents of such students.

2.1.10 "Superannuation Fund" means the Catholic Schools (W.A.) Superannuation Fund.

3. TENURE: EMPLOYMENT

- 3.1 The Employer hereby employs the Assistant Principal during the term hereof and the Assistant Principal hereby accepts employment as an Assistant Principal of the School during such term on the conditions contained herein.
- 3.2 The parties agree that the term of this agreement shall commence on the date specified by the Employer and shall continue for an initial period of three (3) years thereafter (subject to the option of renewal contained in clause 4 hereof).
- 3.3 The Assistant Principal agrees to discharge conscientiously and with all due and proper care, attention and diligence the Responsibilities of the Assistant Principal pursuant to this Agreement.

4. TENURE: OPTION (S) OF RENEWAL OF TERM

- 4.1 Subject to the conditions set out in this clause the Deed of Agreement may be renewed for the term hereof on the conditions contained herein:
 - 4.1.1 Upon the satisfactory completion of the initial period of three (3) years (as confirmed by a successful performance appraisal), the employment of the Assistant Principal shall be renewed by the Employer.
 - 4.1.2 If reappointed to the position of Assistant Principal, the term of appointment will be four (4) years commencing on the day following the expiration of the initial Term ("the First Renewed Term"), subject to the conditions of 4.1.1 having been complied with.
 - 4.1.3 If reappointed to the position of Assistant Principal for a further term, the term of appointment will be three (3) years commencing on the day following the expiration of the First Renewed Term ("the Second Renewed Term"), subject to the satisfactory completion of a successful performance appraisal.
 - 4.1.4 After this tenure of the Second Renewed Term the position of Assistant Principal is to be advertised publicly.
 - 4.1.5 At the conclusion of the Second Renewed Term the Assistant Principal shall be eligible to apply for appointment as Assistant Principal at the same school or at any other Catholic school in Western Australia.

- 4.1.6 If at the conclusion of the Second Renewed Term, the Assistant Principal accepts appointment to the Assistant Principalship of the same school, the succeeding periods of appointment shall be of an initial period of three (3) years' duration, followed by a period of four (4) years' duration, followed by a final period of three (3) years' duration. A new Deed of Employment is to be entered upon to provide for such an appointment.
- 4.1.7 If at the conclusion of the Second Renewed Term (or at any time), the Assistant Principal accepts immediate appointment to the Assistant Principalship of a different school, the succeeding periods of appointment shall be of an initial period of three (3) years' duration, followed by a period of four (4) years' duration, followed by a final period of three (3) years' duration. A new Deed of Employment is to be entered upon to provide for such an appointment.
- 4.1.8 No review will occur in the final year of the Second Renewed Term but the incumbent will be advised in the second last year of this term that the position will be advertised.
- 4.1.7 If, at the conclusion of any Term, the Assistant Principal is unable to secure appointment as Assistant Principal in the same School or of a different Catholic school in Western Australia, the Assistant Principal will have security of employment as a teacher in that same School.
- 4.2 The Deed shall only be renewed for the term hereof in accordance with this clause:
- 4.2.1 if the Assistant Principal has not during the term of this appointment, then current (or any preceding term), committed a serious breach of the Assistant Principal's Responsibilities;
- 4.2.2 if, in the opinion of the Employer, upon the advice of the Principal and as a result of an appraisal of the Assistant Principal's discharge of Responsibilities, the performance of the Assistant Principal has been such as to qualify the Assistant Principal for continued employment during such extended term.

5. **RESPONSIBILITIES OF THE ASSISTANT PRINCIPAL**

- 5.1 The role of the Assistant Principal is to assist the Principal in the leadership of the school community.
- 5.2 The Assistant Principal undertakes to discharge the duties listed in the Duty Statement, which includes those duties and responsibilities normally expected of a senior administrator of a Catholic school (as provided in Appendix 1 of this deed).
- 5.3 The Assistant Principal is directly responsible to the Principal for the performance of those duties consistent with the Duty Statement.
- 5.5 In the short term absence of the Principal (any period less than one full school term), the Assistant Principal may be responsible for the operation of the school. In collaboration with the Principal, the Director shall determine the delegation of that responsibility for those absences. Appropriate non-teaching time and salary adjustments will be made by agreement between the parties.
- 5.6 The Assistant Principal undertakes to participate in professional development courses, and appropriate accreditation requirements, to gain any further professional qualifications that are required and agreed to at the time of appointment.

6. **APPRAISAL**

- 6.1 The Employer shall undertake a formal appraisal of the Assistant Principal in the year in which the initial Term expires.
- 6.2 The Employer shall undertake a further formal appraisal of the Assistant Principal in the year in which the First Renewed Term expires.
- 6.3 With the agreement of both the Employer and the Assistant Principal, a further formal appraisal of the Assistant Principal may be undertaken during the Second Renewed Term. However, as per 4.1.8, no review will occur in the final year of the Second Renewed Term and the incumbent will be advised in the second last year of this term that the position will be advertised.
- 6.4 The purposes of the appraisal are:
 - to qualify the Assistant Principal for continued employment; and
 - to promote the professional development of the Assistant Principal

- 6.3 The scope of the appraisal shall be in accordance with the agreed Duty Statement of the Assistant Principal.
- 6.4 The appraisal shall be conducted in accordance with guidelines developed by the Catholic Education Office and the provisions of the *Independent Schools Teachers' Award (1976)* and the *Western Australian Catholic Schools EBA 2000*.

7. ASSISTANT PRINCIPAL'S SALARY AND ALLOWANCE

- 7.1 The salary and allowance payable to the Assistant Principal shall be as provided for in the *Independent School Teachers' Award (1976)* and the *Western Australian Catholic Schools EBA 2000*.

8. BREACH OF AGREEMENT BY ASSISTANT PRINCIPAL

- 8.1 If the Assistant Principal fails persistently to discharge any part of the Assistant Principal's agreed Duty Statement, which, in the opinion of the Employer, is of a serious or substantial nature (as determined by appropriate appraisal processes), then the Employer may, by six weeks notice to the Assistant Principal, terminate the appointment of the Assistant Principal.
- 8.2 If the Assistant Principal engages in conduct that in the opinion of the Employer constitutes serious misconduct then the Employer may summarily dismiss the Assistant Principal.

The Assistant Principal would, subject to satisfactory service, continue to have security of employment as a teacher on the school staff following the completion of tenure as Assistant Principal.

- 8.2 Without limiting the generality of the foregoing, the Employer may so terminate the employment of the Assistant Principal if, in the opinion of the Employer the Assistant Principal has failed to maintain or conduct a manner of life and stated beliefs which are in keeping with the teachings of the Catholic Church.

9. NOTICE PERIOD

The Assistant Principal may terminate this agreement prior to the date of expiration by giving written notice of not less than ten (10) weeks of school time.

SCHEDULE

ITEM 1: THE ASSISTANT PRINCIPAL:

ITEM 2: THE SCHOOL

INITIAL TERM:

INITIAL PERIOD OF APPOINTMENT: ____/____/____ until ____/____/____

SALARY ALLOWANCE: \$_____ **p.a.**
(as per the *Independent Schools Teachers' Award* and the *Western Australian Catholic Schools EBA 2000*).

THE ASSISTANT PRINCIPAL:

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP OF THE DIOCESE:

SIGNATURE _____ DATE _____

SCHEDULE

ITEM 1: THE ASSISTANT PRINCIPAL:

ITEM 2: THE SCHOOL:

FIRST RENEWED TERM

PERIOD OF RENEWED APPOINTMENT: ___/___/___ until ___/___/___

SALARY ALLOWANCE: \$_____ **p.a.**

(as per the Independent Schools Teachers' Award *and the Western Australian Catholic Schools EBA 2000*).

THE ASSISTANT PRINCIPAL:

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP OF THE DIOCESE:

SIGNATURE _____ DATE _____

SCHEDULE

ITEM 1: THE ASSISTANT PRINCIPAL:

ITEM 2: THE SCHOOL:

SECOND RENEWED TERM

PERIOD OF RENEWED APPOINTMENT: ___/___/___ until ___/___/___

SALARY ALLOWANCE: \$_____ **p.a.**
(as per the *Independent Schools Teachers' Award* and the *Western Australian Catholic Schools EBA 2000*).

THE ASSISTANT PRINCIPAL:

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP:

SIGNATURE _____ DATE _____