

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

("The Employer")

("The Deputy Principal")

DEED OF AGREEMENT

THE EMPLOYMENT OF A DEPUTY PRINCIPAL OF A DIOCESAN SECONDARY/COMPOSITE SCHOOL

PREAMBLE

1. **The Catholic School and the Ministry of Lay Leadership**

The Catholic Church has established schools to give expression to its ministry of teaching. The Catholic school as a key part of the Church's mission and the community of Catholic schools, both primary and secondary, enables the integration of Catholic faith, Church teachings with life and culture.

People employed in Catholic schools are central to making the school authentically Catholic and the leadership of the Deputy Principal is vital in promoting the vision and faith of the school community.

As ministers in the name of the Catholic Church and motivated by commitment to Christ, the Deputy Principal seeks to serve young people and their families.

2. **Duties and Responsibilities**

The Deputy Principal provides support to their Principal and leadership in the school community. To achieve this the Deputy Principal will demonstrate competency and leadership in the following ways:

2.1 Educational:

These competencies enable the Deputy Principal to define educational goals and to achieve them through the establishment of a suitable school curriculum.

2.2 Pastoral:

These enable the Deputy Principal to work with other members of the school/parish community in an informed, adaptable and caring manner.

2.3 Theological:

These give education ministry its religious dimension based on Catholic faith.

2.4 Managerial:

These competencies ensure an ordered, effective and confident approach to personnel and resource management.

3. The Employer

The Bishop of the Diocese is the employer in Diocesan-Accountable schools who delegates the employing authority to the Principal of the school.

4. The Delegated Employing Authority and the role of the Principal

In a Diocesan-Accountable school, the Bishop of the Diocese delegates the employing authority to the Principal in consultation with the School Board acting under the approved CECWA Western Australian School Board Constitution and subject to relevant CECWA policies (e.g. Recruitment, Selection and Appointment of Staff in Catholic Schools).

5. The Deed of Agreement

5.1 The purpose of the Deed of Agreement is to define, and thereby to clarify, the agreed bases of the employer-employee relationship within the employment situation. A contract gives rise to legal rights and obligations.

5.2 Employment as Deputy Principal takes place within this framework of both civil and canon law. The former protects and obligates the Deputy Principal as a citizen of Western Australia; the latter protects and obligates the Deputy Principal as a Church member with a specific ministry.

DEED OF AGREEMENT

1. PARTIES

- 1.1 The Principal of _____ School on behalf of the Bishop of the Diocese in the State of Western Australia, ("the Employer").
- 1.2 The party named and described in Item 1 of the Schedule ("the Deputy 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 Christian religion as lived and taught by the Roman Catholic Church;
 - 2.1.2 "Church" means the Roman Catholic Church;
 - 2.1.3 "Commission" means the Catholic Education Commission of Western Australia;
 - 2.1.4 "Deputy Principal" means the Deputy Principal named and described in Item 1 of the Schedule
 - 2.1.5 "Director" means the Director for the time being of the Catholic Education Office;
 - 2.1.6 "Employer" means the Bishop of the Diocese who delegates the employing authority to the Principal of the School specified in Item 2 of the Schedule;
 - 2.1.7 "Responsibilities" means those responsibilities specified in sub-clauses 4.1 to 4.3 inclusive.
 - 2.1.8 "School" means the school specified in Item 2 of the Schedule;

2.1.9 "School Board" means the board of persons constituted as the School Board of the School from time to time;

2.1.10 "School Community" means the staff (including the Principal and the Deputy Principal/s) and students of the School from time to time and the parents of such students;

2.1.11 "Superannuation Fund" means the Catholic Schools Superannuation Fund (WA);

3. EMPLOYMENT

3.1 Upon execution of this Deed of Agreement, the Deputy Principal shall be conclusively deemed to have read and agreed to be bound by the conditions of employment set out herein and as set out in such external document, or documents, as appended.

3.2 The parties agree that the term of this Deed of Agreement shall commence on the date specified by the Employer and shall continue for a period specified in the Schedule.

3.3 The Deputy Principal agrees to discharge conscientiously and with all due and proper care, attention and diligence the Responsibilities of the Deputy Principal pursuant to this Deed of Agreement.

3.4 Through both work and personal example, the Deputy Principal shall strive to help students and staff to understand, accept and appreciate Catholic doctrines, tenets, beliefs, teachings and values and will avoid, whether by word, action or lifestyle, influences upon students and staff that is contrary to the teaching and values of the Catholic Church.

4. DUTIES AND RESPONSIBILITIES OF THE DEPUTY PRINCIPAL

4.1 The Deputy Principal agrees to devote her/himself exclusively to the duties of the Deputy Principal during normal school hours and further agrees not to engage in any other employment without first obtaining the permission of the Employer.

4.2 The Deputy Principal is responsible for:

4.2.1 THEOLOGICAL LEADERSHIP

- (a) providing religious leadership for the school community;
- (b) articulating the mission of the school;
- (c) maintaining active membership of the Catholic Church and a manner of life which gives witness to that membership;
- (d) fulfilling such Accreditation requirements as are prescribed by the Employer from time to time;
- (e) striving to develop a school culture of rituals and practices which reflect Catholic faith and values;

4.2.2. EDUCATIONAL LEADERSHIP

- (a) providing educational leadership for the school community;
- (b) promoting a curriculum, based on an integration of faith, culture and life, that promotes the religious, intellectual, social, cultural and physical development of the children;
- (c) fulfilling such professional and faith development requirements as are prescribed by the Employer
- (d) involving students as far as practicable in educational choice and decision making.

4.2.3 PASTORAL LEADERSHIP

- (a) striving to nurture a sense of community;
- (b) providing for pastoral care of staff;
- (c) providing for sound standards of pastoral care of students and for a disciplined and caring learning environment;

4.2.4 ADMINISTRATIVE LEADERSHIP

- (a) making provision for effective communication between all members of the school community;
- (b) assuming those functions detailed in the Appendix to this Deed
- (c) keeping parents regularly informed of student progress and school events.

4.3 The Deputy Principal shall implement the policies, guidelines and instructions promulgated by the Commission, from time to time.

5. CONTRACT OF EMPLOYMENT

- 5.1 The initial contract of the Deputy Principal shall be for a First Term of three (3) years.
- 5.2 Subject to the conditions set out in this clause the Employer may offer to the Deputy Principal a term of contract hereof on the conditions contained herein:
 - 5.2.1 At the completion of the first term of three (3) years (the "First Term"), the Deputy Principal may be offered a new contract by the Employer;
 - 5.2.2 The new contract period shall be for a period of four (4) years commencing on the day following the expiration of the First Term (the "Second Term")
 - 5.2.3 A further contract period may be offered to the Deputy Principal by the Employer for a further, final period of three (3) years commencing on the day following the expiration of the Second Term (the "Third Term")
- 5.3 The Employer shall have the sole discretion whether or not to offer a new contract term under this Agreement, and shall in any event only offer such a contract term in accordance with this clause:
 - 5.3.1 If the Deputy Principal has not during the term of this contract, then current (or any preceding contract Term) committed a serious breach of the Deputy Principal's Responsibilities;
 - 5.3.2 If as a result of the review of the Deputy Principal's discharge of Responsibilities, the performance of the Deputy Principal has been such as to qualify the Deputy Principal for a new and separate contract of employment.
- 5.4 At the conclusion of the Third Term the position will be advertised and the Deputy Principal is eligible to apply for appointment as Deputy Principal at the same school or at any other school.
- 5.5 If, at the conclusion of the Third Term, the Deputy Principal is unable to secure appointment as a Deputy Principal in a Catholic school in Western Australia, the Employer shall offer the Deputy Principal a full-time teaching position at the same school.

- 5.6 If, at the end of any term specified in Clause 5.2, a new contract is not offered by the Employer to the Deputy Principal the Employer shall give the Deputy Principal at least two term's notice of the decision not to offer a new contract.

6. REVIEW

- 6.1 The Employer shall undertake a formal review of the Deputy Principal during at least the final, third (3rd) year of the First Term and in the final, fourth (4th) year of the Second Term and at such other times as the Employer elects from time to time. However, no review shall occur in the final year of the Third Term.
- 6.2 The incumbent shall be advised in the second last year of the Third Term that the position will be advertised.
- 6.3 The scope of the review shall be the content of the Responsibilities of the Deputy Principal, inclusive of those functions attached in the Appendix to this Deed.
- 6.4 The review shall be conducted with reference to the principles and procedures approved by Commission for the review of Principals in diocesan-accountable schools.
- 6.5 The review will be used as one of the factors to be considered by the Employer when determining whether to offer a new contract Term.

7. DEPUTY PRINCIPAL'S SALARY

- 7.1 The salary payable to the Deputy Principal at the commencement date hereof is the sum described in the Appendix to the Deed, which is the amount determined for the School by the Commission, from time to time.
- 7.2 The salary payable to the Deputy Principal pursuant to Clause 7.1 shall be subject to review by the Employer in accordance with the determination of the Commission provided that salary payable to the Deputy Principal upon any such review shall be not less than the salary payable to the Deputy Principal immediately prior to such review.

- 7.3 The Deputy Principal's base salary category will be adjusted from 1 January of each year, where enrolment increases move the base salary to a higher category. Enrolment numbers will be based on those submitted at the Commonwealth School Census of the previous year.
- 7.4 Reductions in enrolments will not be taken into account during the course of any particular contract term. The Deputy Principal's salary will be adjusted downwards in response to enrolment changes at the time of offer of a new contract term.
- 7.5 The Deputy Principal shall be eligible to participate in the Deferred Salary Scheme in accordance with the conditions agreed by the Commission from time to time.

8. SALARY PACKAGING

- 8.1 The Deputy Principal may select remuneration payment which enables the packaging of total employment costs under guidelines determined by the Commission from time to time.
- 8.2 The Deputy Principal's total employment costs will be the sum of the base salary, leave loading where such apply, allowances where they apply, and the superannuation payments being met by the employer at that date.
- 8.3 Where the packaging of total employment costs occurs, the Deputy Principal's total remuneration package will comprise a cash salary component and an optional range of benefits financed by the Deputy Principal by salary sacrifice.
- 8.4 The cash salary component will not be less than 70% of the Deputy Principal's total employment costs, exclusive of the superannuation payments being met by the Employer at that date.
- 8.5 The range of optional benefits available to the Deputy Principal for salary package are those determined by the Commission, from time to time. The options on the date of signing are appended to this Deed as Appendix 1.
- 8.6 The Deputy Principal may change the election of benefits, with the approval of the Employer. The composition of the remuneration package can be altered by the Commission without affecting the other terms of this contract.

9. SUPERANNUATION

The Employer shall contribute to an approved superannuation fund an amount equal to that determined by Government legislation.

10. LEAVE

The Deputy Principal shall be entitled to the same leave then applicable to teachers employed in Catholic schools in Western Australia save that

10.1 Long Service Leave

In addition to teachers' entitlements

10.1.1 The Employer and the Deputy Principal may agree that the Deputy Principal forgo her/his entitlement to long service leave if:

- (a) the Deputy Principal accepts as an adequate benefit instead of the taking of long service leave, payment of the amount that would otherwise have been paid to the Deputy Principal should the long service leave been taken;
- (b) any agreement between the Employer and the Deputy Principal to forgo the long service leave is in writing.

10.1.2 The Deputy Principal shall advise the Employer no later than the completion of Term 3 of the preceding year of the Deputy Principal's intention to take leave or their request to have the leave deferred.

11. PROFESSIONAL DEVELOPMENT

11.1 The School Board shall meet any reasonable costs associated with the Deputy Principal's attendance at any professional development course and/or Accreditation course.

12. TRAVEL ALLOWANCE

Where the Deputy Principal is required to use a vehicle other than a vehicle owned or provided by the School to attend to school business then the Deputy Principal shall be entitled to be reimbursed for travel expenses at a standard rate.

13. BREACH OF AGREEMENT BY THE DEPUTY PRINCIPAL

- 13.1 If the Deputy Principal fails persistently to discharge any part of the Deputy Principal's Responsibilities which in the opinion of the Employer is of a serious or substantial nature, then the Employer may by two month's notice to the Deputy Principal terminate the employment of the Deputy Principal with effect from the date of such notice.
- 13.2 If the Deputy Principal engages in conduct that in the opinion of the Employer constitutes serious misconduct then the Employer may summarily dismiss the Deputy Principal.
- 13.3 Without limiting the generality of the foregoing, the Employer may so terminate the employment of the Deputy Principal, if, in the opinion of the Employer, the Deputy Principal has failed to maintain or conduct a manner of life and stated beliefs in keeping with the teachings of the Catholic Church.

14. PRIOR TERMINATION OF AGREEMENT

The Deputy Principal may terminate this agreement prior to the date of expiration by giving written notice of not less than three (3) months written notice. The Deputy Principal acknowledges that every endeavour shall be made to give as much notice in excess of the minimum as possible to enable the Employer to recruit and appoint another deputy principal.

15. DISPUTE RESOLUTION

If any dispute arises between the Deputy Principal (or his/her representative) and the Employer as to the interpretation of this Agreement or as to the rights, duties and liabilities of either party hereunder or as to any act, matter of thing arising out of or under or in connection with this Agreement, the dispute shall be referred to the Director of Catholic Education, provided that any determination by the Director shall be final and shall be binding on the Deputy Principal.

APPENDIX 1

SALARY PACKAGING

The range of optional benefits currently available is:

- payment for private health insurance
- payment of school fees/tertiary education/child care
- mortgage expenses or home rental
- fully novated car lease

SCHEDULE

ITEM 1: THE DEPUTY PRINCIPAL:

ITEM 2: THE SCHOOL:

FIRST TERM

PERIOD OF APPOINTMENT: 1/ 1/ until 31/12/

THE DEPUTY PRINCIPAL

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP OF THE DIOCESE

SIGNATURE _____ DATE _____

SCHEDULE

ITEM 1: THE DEPUTY PRINCIPAL:

ITEM 2: THE SCHOOL:

SECOND TERM

PERIOD OF APPOINTMENT: 1/ 1/ until 31/12/

THE DEPUTY PRINCIPAL

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP OF THE DIOCESE

SIGNATURE _____ DATE _____

SCHEDULE

ITEM 1: THE DEPUTY PRINCIPAL:

ITEM 2: THE SCHOOL:

THIRD TERM

PERIOD OF APPOINTMENT: 1/ 1/ until 31/12/

THE DEPUTY PRINCIPAL

SIGNATURE _____ DATE _____

THE PRINCIPAL ON BEHALF OF THE BISHOP OF THE DIOCESE

SIGNATURE _____ DATE _____