

CONTRACT FOR A PRINCIPAL IN C&C SECTOR

CONTRACT FOR PRINCIPALS IN COMMUNITY / COMPREHENSIVE SCHOOLS

1. **Name of Employer:** _____
2. **Address of Employer:** _____
3. **Name of Employee:** _____
4. **Place of Work:** _____

5. Nature of Contract

The Contract is a contract of continuous employment commencing on (date) whereby the school employs the Principal to undertake the duties of Principal as described hereunder. The position is whole-time, permanent and pensionable, subject to the provisions of the Education Act 1998, the Education (Welfare) Act 2000, and any subsequent Act replacing or amending these Acts and the Deed of Trust for Community Schools.

Teaching Council registration is a requirement for this Contract. You are required to maintain registration with the Teaching Council at all times.

6. Commencement Date

Contract of Employment made this date (xxyyxx) between (name of employer and address) (hereinafter referred to as the School) and (name of Principal and address) (hereinafter referred to as the Principal).

The Board of Management of (school name) agrees to employ (name) as Principal of the above named school with effect from (date).

7. Salary and pension

In consideration of the Principal undertaking the duties assigned, the School shall authorise the Department of Education and Skills to pay the appropriate salary and allowance for the appropriate grade of Principal post from the schedule of salaries and allowances for teachers at the rates agreed from time to time in the Teachers' Conciliation and Arbitration Scheme or such other Scheme as may replace same or be otherwise agreed from time to time. The appropriate rate of Principal's allowance which will be paid to the Principal in addition to scale salary will be determined by reference to the criteria agreed nationally from time to time and published in Department of Education and Skills Circulars.

Pension arrangements will be in accordance with the standard arrangements provided under the Secondary Teachers' Superannuation Scheme.

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8. Pay reference period

The rate of pay, method and calculation of pay is determined by the Department of Education and Skills Post-primary Salaries Section. The pay reference period is fortnightly and payment is by electronic pay path.

The policy and procedures in respect of any overpayments of salary/allowances to personnel on the Department of Education and Skills Payroll are outlined in DES Circular Letter Pay 15/04. In the event of any overpayment of salary/allowance, the notice and method of recoupment will be determined by the criteria set out in Circular Letter Pay 15/04.

9. Expenses

Expenses necessarily incurred by the Principal in fulfilling the duties of Principal will be reimbursed at the rates applying in the Civil Service through the Board of Management.

10. Duties

10.1 The Principal has overall responsibility under the authority of the Board of Management for the day to day management of the school as provided for in the Deed of Trust for Community Schools. The statutory functions of the Principal are set out in Section 22 and Section 23 of The Education Act 1998 and are implied into this contract.

The obligations of the Principal in general terms are as follows, without prejudice to the generality of the functions of the Principal:

- a) The Principal controls the internal organisation, management and discipline of the school, including the assignment of duties to members of the teaching and non-teaching staff.
- b) The Principal ensures that the Board of Management's policies, procedures, guidelines and requirements are adhered to.
- c) The Principal submits to the Board all such statements and reports affecting the conduct of the school as the Board requires.
- d) The Principal is responsible for day to day financial administration and reporting as provided for in the Financial and Administrative Guidelines for Community and Comprehensive Schools.
- e) The Principal is required to be fully familiar with the Child Protection Guidelines and it is normal for the Principal to be the Designated Liaison Person (DLP).
- f) The Principal has a range of statutory functions and obligations outlined in legislation. Such statutory functions are implied into this contract.
- g) The Principal shall carry out functions as outlined in the Articles of Management.

10.2 The Principal shall uphold and be responsible for upholding the characteristic spirit of the school as determined by the Patron/Trustees of the school.

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- 10.3 The Principal of a recognised school and the teachers in a recognised school, under the direction of the Principal, shall have responsibility for the instruction provided to the students in the school and shall contribute, generally, to the education and personal development of students in that school.
- 10.4 The Principal shall:
- (a) encourage and foster learning in students
 - (b) regularly evaluate students and periodically report the results of the evaluation to the students and their parents
 - (c) collectively promote co-operation between the school and the community which it serves, and
 - (d) subject to the terms of any applicable collective agreement and their contract of employment, carry out those duties that are assigned to him or her by the Board
 - (e) provide leadership to the teachers and other staff and students of the school,
 - (f) be responsible for the creation, together with the Board, parents of students and the teachers, of a school environment which is supportive of learning among the students and which promoted the professional development of the teachers,
 - (g) under the direction of the Board and, in consultation with the teachers, the parents and, to the extent appropriate to their age and experience, the students, set objectives for the school and monitor the achievement of those objectives, and,
 - (h) encourage the involvement of parents of students in the education of those students and in the achievement of the objectives of the school.
- 10.5 For the purpose of carrying out his or her functions, a Principal shall have all such powers as are necessary or expedient in that regard, and shall carry out his or her functions in accordance with such policies as may be determined from time to time by the board and regulations made in accordance with Section 33 of the Education Act (1998).
- 10.6. The Principal shall be entitled to be a member of any and every committee appointed by a board.
- 10.7. The Principal shall consult with the Deputy Principal and the Senior Management team on matters related to the administration and management of the school as appropriate.
- 10.8 Wherever practicable, the Principal shall, in exercising his or her functions under this section, consult with teachers and other staff of the school.

11. Attendance

- 11.1 The Principal will be required to be in attendance for days during the school year when the Board of Management / Manager of the school determines that the school

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should be open for pupils and in accordance with Department of Education and Science regulations.

- 11.2 The Principal will be required by the Board of Management to be present in the school for periods during the State Examinations and for other reasonable periods outside of the normal opening hours and days of the school such as may be necessary from time to time. The Principal shall enter into an agreement with the Board of Management in respect of arrangements for such attendances.
- 11.3 Before the beginning of the school year the Principal shall be available as reasonably required to ensure that all necessary preparations are carried out for the re-opening of the school and shall inform the Chairperson of the Board of Management of the preparations involved.
- 11.4 The Principal shall ensure that appropriate arrangements are in place for the reception and distribution of Leaving Certificate examination results and for consultation with students and parents.

12. Entitlement to leave

- 12.1 The school year is from 1st September to 31st August. School personnel are expected to take their holiday entitlement at times convenient to their work. The holiday entitlement should be taken after obtaining the permission of the Board of Management. It is preferable that the Principal will only take holidays during periods of school holidays and within the framework of the academic year and operational needs of the school. In accordance with principles of a reasonable work/life balance the Principal is entitled to a period of leave during the summer to include the month of July. The final decision in allocating annual leave rests with the Board of Management.
- 12.2 Entitlement to personal leave, sick leave and other general terms and conditions of employment will be in accordance with agreements negotiated from time to time and published in circulars by the Department of Education and Science in accordance with statutory entitlements.

13. Absence from Work (Sick Leave)

The Principal shall have the same entitlements to certified and uncertified sick leave as a permanent teacher within the second level sector and in accordance with the criteria set down by the Department of Education and Skills rules for payment of incremental salary.

Save in exceptional circumstances, the Board of Management will adhere to such regulations and schemes concerning occupational health that may be agreed from time to time with the Department of Education & Skills.

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14. Secretary to the Board of Management

The Principal of the school shall act as Secretary to the Board of Management in accordance with the Deed of Trust for Community Schools and shall carry out all functions pertaining to the role as provided for in the Deed of Trust and the Education Act (1998).

15. Grievance

The Principal may process any grievance attached to the post of Principal through the agreed Grievance procedure.

16. Disciplinary procedure

16.1 All disciplinary matters are dealt with in accordance with the disciplinary code and procedures agreed between the Association of Community and Comprehensive Schools (ACCS), the Teachers' Union of Ireland and the Association of Secondary Teachers of Ireland.

16.2 The Board of Management shall have the power to terminate the contract at any time, without notice, for serious misconduct following a disciplinary hearing conducted in accordance with the agreed procedures under Section 24.3 of the Education Act 1998.

17. Grievance Procedure

If at any time you have a grievance regarding your terms and conditions of employment the Board of Management of (school name) request that you follow the agreed grievance procedures.

18. Notice of Termination

Three months' notice in writing shall be given by either side to determine the contract.

19. Confidentiality

Your position may give you access to confidential information which should be treated as such by you at all times. No information pertaining to the Board of Management's activities or personnel should ever be disclosed to any individual, internal or external to the Board without prior authorisation. Under the terms of the Education (Welfare) Act 2000, data may be shared with other bodies prescribed by the Minister for Educational research, provided it is used for a relevant purpose only.

20. Health and Safety

In accordance with the employees' duties under Section 9 of the Health, Safety and Welfare at Work Acts 1989-2005, it is your responsibility to be aware of appropriate safety precautions and take responsibility for implementing these in our place of work. The Principal will normally act in the position of Safety Officer in the school.

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21. Use of Electronic Equipment

The (school name) provides many telecommunication, computing and network resources for use by staff in the pursuance of their duties and to facilitate the efficient exchange of useful information. You will be obliged to fully comply with school policy governing the use of all electronic equipment.

22. Ethics

You are expected to adhere to codes of practice and ethical manners as laid out in legislation enactments and other regulations as a member of the teaching profession.

23. Rights

Nothing in this contract shall operate to prejudice the rights of the Principal under statute, common law, equity, EU Laws, codes of practice, fair procedures and natural justice pertaining to employment, whereby such rights are hereby confirmed.

Signed: (Principal) _____

Date: _____

Signed: (Board) _____

Date: _____

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