

SAMPLE PRINCIPAL CONTRACT

PARTIES:

Employer: Kildare and Wicklow Education and Training Board

Employee: XXXXXXXX

CONDITIONS OF OFFER:

Continuance of the contract is subject to on-going Teacher Registration with the Teaching Council of Ireland and with passing the agreed Garda vetting requirements for all employees working in Schools.

1. Title of Post: PRINCIPAL

2. Nature of Post:
The position is whole-time, permanent and pensionable, subject to the provisions of the Education and Training Boards Act 2013.

3. Commencement:
Your employment as Principal will commence on XXXXXXXX.

4. Location:
Your normal place of work will be based at XX.
Kildare and Wicklow Education and Training Board reserves the right to assign you to any other location, as the service exigencies require.

The post is subject to the limitations hereinafter set out, and to the provisions of the Education and Training Boards Act 2013 and of any Rules and Regulations which may be made thereunder. Appointment is to the Board's Scheme as a whole and you may be assigned to any of the Board's schools, colleges or other centres as circumstances require.

5 Probation
There is a managed probationary period of twelve months. At the end of the probationary period the appointment may be confirmed, or the probationary period may be extended, or the appointment may be terminated.

6 Responsibilities
a) To be responsible under the authority of the Principal, the Chief Executive and the Board of Kildare and Wicklow ETB for the day to day management and leadership of the school.

- b) To effectively carry out the professional duties appropriate to a Principal and as outlined by Kildare and Wicklow Education and Training Board and the statutory duties of Principal as set out in Section 22 of The Education Act 1998.
- c) To carry out the lawful orders of the Principal, the Board and of its Chief Executive and to fulfil the rules and requirements of the Minister for Education and Skills and the Education Acts.
- d) To engage in teaching the number of hours per session as specified by the Department of Education and Skills.
- e) To carry out any other duties appropriate to your position.

7 Remuneration

Your salary will be paid monthly by credit transfer into your bank account less statutory PAYE and PRSI and other appropriate deductions. Increments are granted annually, subject to satisfactory attendance, conduct and performance.

*Appointments to Principal in an acting-up capacity are made in situations where it becomes necessary to appoint a post holder, for a defined period or purpose, to address a short-term business need. During the acting-up appointment period, the post holder in question receives remuneration [once the threshold of 30 days has been met] in the form of an allowance in respect of the additional duties attaching to that specific post.

The salary will be subject to general pay increases/decreases applicable to the public service and will be adjusted otherwise as determined by the Board with the consent of the Minister for Education and Skills.

Overpayments: It is the policy of the Kildare and Wicklow ETB to claw back any overpayments of salary/allowances. In the event of any overpayment of salary/allowance, the arrangements for recoupment will be determined through consultation.

8 Travelling and Subsistence Allowance

Travelling and subsistence allowance will be paid in respect of necessary authorised journeys on the Board's business at rates not greater than those agreed from time to time by the Minister for Education and Skills.

9 In-service Training

The Board may require a Principal to attend courses as the Minister for Education and Skills and Kildare and Wicklow Education and Training Board may decide from time to time.

10 Extern Work

It is not permissible for a Principal to engage in extern work without the consent of the Chief Executive, which must be obtained beforehand, and that consent will only be given where it is clear that such extern work will not adversely affect the Principal's work under the Board or be in competition with it.

To ensure compliance with Section 33 of the Organisation of the Working Time Act, 1997 in respect of double employment and the number of hours worked during a reference period, the Board requires that you advise of any outside employment for which you receive remuneration.

11 Superannuation

*Membership of the ETB's Superannuation and Spouses and Children's Schemes is compulsory for all employees. Contributions are payable at the rate of X% of salary and emoluments towards the Spouses and Children's scheme



is payable at the rate of **X%** of salary. The terms of the Public Service Superannuation (Miscellaneous Provisions) Act, 2004 shall apply in relation to retirement age.

12 Leave Entitlements

The leave allowance for Principal is the same as that operating for permanent whole-time teacher's subject however to the completion of the work of the session before Summer vacation. Leave is granted in accordance with the conditions laid down by the Minister for Education and Skills from time to time for permanent whole-time teachers.

Sick Leave

Certified and uncertified sick leave may be granted in accordance with the conditions laid down for permanent teachers by the Minister for Education and Skills and will be subject to any new regulations which may be made from time to time.

A certificate from a qualified medical practitioner must be submitted on the fourth day of a continuous absence.

Other Leave

Maternity, Adoptive, Parental and Carer's Leave will be subject to statutory employment legislation and granted in accordance with the arrangements authorised by the Minister for Education and Skills.

13 Termination

The appointment may be terminated subject to **three months' notice** in writing on either side to the Chief Executive and the HR Department. However, in the event of serious misconduct or breach of contract on your part, the Board reserves the right to terminate the contract without prior notice or payment in lieu of notice.

14 Code of Conduct

You will be expected to abide by staff rules and code of conduct as laid down by Kildare and Wicklow and Training Board from time to time.

15 Grievance and Disciplinary Procedures

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

All disciplinary matters are dealt with in accordance with the ETB's disciplinary code and procedures.

16 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's activities or personnel should ever be disclosed to any individual, internal or external to the ETB without prior authorisation. Under the terms of the Educational 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.

17 Health & Safety



In accordance with the employee's duties under Section 9 of the Health, Safety and Welfare Act, 2005, it is your responsibility to be aware of appropriate safety precautions and take responsibility for implementing these in your place of work.

18 Use of Electronic Equipment

Kildare and Wicklow Education and Training Board provide 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 organisational policy governing the use of all electronic equipment.

19 Equality

Kildare and Wicklow Education and Training Board is committed to a policy of Equality of Opportunity in its employment practices. The Board is also committed to the maintenance of a working environment free of all forms of discrimination, harassment including sexual harassment and bullying on the grounds of gender, marital status, civil status, age, religion, race, disability, sexual orientation and membership of the Traveller Community.

20 Ethics

You are expected to adhere to codes of practice and ethical manners as laid out in legislative enactments and other regulations with relevance to the duties for which you are employed.

21 Collective Agreements

The terms and conditions of your employment are subject to agreements reached between the trade union representing your post of employment and Kildare and Wicklow Education and Training Board.

22 Personal Data

As part of your terms and conditions of employment, you give the Kildare and Wicklow Education and Training Board permission to collect, retain and process information about you, such as age, gender and ethnic origin. This information will only be used so that we can monitor our compliance with the law and best practice in terms of equal opportunity and non-discrimination. The information that we hold will be checked with you from time to time to ensure that it remains up-to-date. Should your personal circumstances change, you should notify the HR Department immediately.

23 Medical

You will be required to undertake and pass a medical examination by a physician nominated by Kildare and Wicklow Education and Training Board prior to taking up the appointment.

I have read the above conditions and I undertake to fulfil all duties of the post to the best of my knowledge and ability.

Signed: _____

Date: _____

Signed: _____

Date: _____

on behalf of Kildare and Wicklow ETB