



LESNW Deputy Principals in Lutheran Primary Schools
Salaries and Conditions

Updated from 1 January 2022

This Agreement applies to schools with at least 220 enrolments in R- 6 where the school council/board has approved a Deputy Principal position(s) or an alternative executive leadership position(s) with similar responsibility to a Deputy Principal to support the principal

Schools may use this document to inform establishment of conditions for other executive teaching leadership roles that are not covered by the provisions of the relevant Lutheran Schools Enterprise Agreement.

A handwritten signature in black ink, appearing to read "John Proeve".

John Proeve
Executive Director
Lutheran Education South Australia, Northern Territory & Western Australia

A handwritten signature in black ink, appearing to read "Jason Fay".

Jason Fay
Deputy Principal
St Paul Lutheran School
on behalf of Deputy Principals

A handwritten signature in black ink, appearing to read "B. Humphrys".

Brett Humphrys
Deputy Principal
Good Shepherd Lutheran School

A handwritten signature in black ink, appearing to read "Loredana Saracini".

Loredana Saracini
Deputy Principal
St Mark's Lutheran School

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Context

- Deputy Principals' salaries and conditions are to follow a consistent pattern throughout LESNW.
- The reference to Deputies is inclusive of executive leadership positions otherwise titled with similar responsibilities to a Deputy Principal.
- LESNW believes it unlikely that a school would have more than two positions with similar responsibilities to a Deputy Principal.

(Schools may use this document to inform establishment of conditions for other executive teaching leadership roles that are not covered by the provisions of the relevant Lutheran Schools Enterprise Agreement)

- These salaries and conditions have been developed in consultation between the Executive Director for Lutheran Education – SA NT & WA and representatives from Deputy Principals and Principals (of applicable primary schools). They are recommended as a set of guidelines to Councils/Boards and Principals of South Australian, Northern Territory and Western Australian (schools), to implement as a **minimum standard**. It is recommended that discussions occur between each Deputy Principal and the Principal of their school about the conditions to apply.
- Deputy Principals' terms and conditions will be subject to biannual review. Salary adjustments, based on independent analysis of relevant salary decisions and benchmarks will be made on an annual basis no later than 31 August.
- The following minimum salaries are to apply from 1st January 2022, and thereafter after in accord with Appendix 2. No existing Deputy Principal is to have their salary reduced by the introduction of the minimum salaries or additional Deputy Principal positions within their learning community.
- This Agreement applies to schools where the school council/board has approved an executive leadership structure to support the principal which contains a Deputy Principal or a position, however titled, with similar responsibilities to a Deputy Principal.

Conditions

Preamble

This document, to be read in conjunction with the letter of offer of appointment, sets out the recommended Conditions of Employment for all Deputy Principals (however titled) in Lutheran Schools in SA, NT&WA.

These salaries and conditions:

- present a framework for the future;
- do not reduce any Deputy Principal's existing conditions and salaries;
- accommodate the site-specific complexity of the school.

The ministry of the Deputy Principal's leadership is one of service, exercised within the context of the Lutheran Church of Australia, and within the local context of each school. Deputy Principals need to be in touch with the educational realities of today, the tensions and challenges facing the families they serve, and the ways in which the Gospel may be ministered through the vehicle of the school.

The Deputy Principal in context

The Deputy Principal works in a complex, challenging and changing environment, leading and managing substantial delegated operations and activities of the school. There will be times when the Deputy Principal will be required to offset the extensive responsibilities and workload demands of the principal by undertaking additional leadership authority.

The Deputy Principal will be directly responsible to the principal for all aspects of their work. The Deputy Principal deputises or stands in for the Principal in the absence of the Principal.

Uniqueness of each school within its community

All schools sit within their own distinct community. Their local ethos, culture, history, vision and values influence the way in which opportunity to excel is provided to all students.

The working environment for a Deputy Principal in a LESNW learning community.

The core values of Lutheran learning communities are: love, justice, compassion, forgiveness, service, humility, courage, hope, quality and appreciation.

Deputy Principals are expected to embody these values in what they do and how they do it, and in turn should be treated according to these values by councils, Principals and LESNW.

Lutheran learning communities strong and positive workplace culture stem from love, respect and grace which inform all dealings and relationships.

Research has shown that a learning community with a strong workplace culture will perform better and deliver improved results in all areas of its service to students, the community and its operation.

Deputy Principals have a significant responsibility for the workplace culture in their learning community. In turn, they can expect to be treated in a manner consistent with the preferred workplace culture by the principal, staff, council/board and LESNW.

In learning communities, the preferred workplace culture is significantly informed by ***Growing deep***.

The council/board has a key responsibility to ensure that there is clarity about the preferred workplace culture, to monitor the culture and to ensure that the principal and Deputy Principal receive appropriate support in imbedding the preferred workplace culture.

Creating positive workplace culture is ongoing and a journey. The combined roles of the principal and Deputy Principal is pivotal and requires intentional engagement and regular communication and development programs being undertaken.

The support, coaching and mentoring of Deputy Principals in this role ideally should include a mixture of a dedicated focus on the preferred workplace culture and imbedding this into the workplace culture and practice.

The principal, school's council/ board and LESNW have an obligation and a responsibility to Deputy Principals to provide care, support, assistance, feedback and guidance and to treat them appropriately.

The principal has a particular responsibility for the Deputy Principal's well-being, support and professional development. The relationship between the principal and the Deputy Principal is crucial. Ideally, the relationship should consist of frequent communication, openness and trust. Both the principal and Deputy Principal should be able to share thoughts and concerns in a context of privacy, confidence, trust and respect.

Deputy Principals may also obtain support from other sources such as the LESNW, or using professional development funds in their employment conditions to engage a professional support, mentor or coach.

Growing deep

Growing deep is the LEA Leadership and Formation Framework which serves to significantly inform the preferred workplace culture and practice in Lutheran learning communities.

Growing deep identifies that the following five elements when understood and practiced, will provide a solid foundation for continual improvement:

Vision; Values; Practices; People; Story; and Place.

Vision – the vision or mission, which guides the learning community's values provides it with a purpose. The purpose orients every decision made and is a foundational element of the learning community's culture.

The vision is outworked, monitored and reported through a process of *strategic planning which ensures ongoing improvement and sustainability of the learning community. (GD VP - Leading effective organization and management)*

Values – the learning community’s values are the core of its culture. The vision articulates the learning community’s purpose and the values offer a set of guidelines on the behaviours and mindsets needed to achieve the vision.

The core values of Lutheran learning communities are: love, justice, compassion, forgiveness, service, humility, courage, hope, quality and appreciation.

Practices – values are of little importance unless they are encased in a learning community’s practices. The learning community’s policies and guidelines need to reflect their values and these need to be part of review criteria for individuals (annual reviews) and the learning community (surveys). *Data and knowledge management methods are used to ensure that resources are efficiently organised and managed to provide an effective, safe and caring, growth-oriented learning and working environment. (GD Leading effective organization and management)*

People – to build a great culture the people need to share the core values or have a willingness and ability to embrace the values. It’s not just about recruiting the most talented principal and staff but also the best suited to the learning community’s culture. The learning community’s recruitment process needs to be stringent and every effort needs to be invested into recruiting the best cultural fit. *People are empowered and supported to make decisions within their own areas of responsibility. People are accountable for their own actions, behaviours and decisions. (GD Our Culture)*

Story – Lutheran education and each learning community have a unique history and story. Researching these stories, shaping and recording them and retelling them, are important in creating a strong workplace culture. *The rituals, symbols, visual displays and practices convey its Christ-centered identity. (GD VP - Strengthening Lutheran identity)*

Place – place, whether geography, architecture or aesthetic design – impacts the values and behaviours of staff and students. These places and environments help shape and reflect the learning community’s culture. For example, open architecture is more conducive to certain learning and office behaviours, like collaboration. *Evidence is gathered to develop and implement improvement plans and policies for the continuous development of teaching and learning, the institution and the facilities. (GD VP - Ongoing improvement and innovation)*

Deputy Principals need to be in touch with best practice educational realities of today, the tensions and challenges facing the families they serve, and the ways in which the Gospel may be ministered through the vehicle of the school. Central to this is the LESNW Workplace Practice and Culture.

1. **Mutual Ministry**

This recognises the mutual commitment of the parties to the ministry of Christian education in our Lutheran schools. The parties are guided in all relationships by the principles expressed in Galatians 5 and 6 where we are admonished to ‘*serve one another in love*’ and ‘*carry each other’s burdens*’. To that end the Principal pledges to address and meet the overall needs of the Deputy Principal, and the Deputy Principal pledges to provide exemplary servant leadership in the school.

In this spirit they will pray for each other and seek to have their relationship informed by mutual respect and concerned Christian love.

2. **Appointment and Contract Negotiation**

2.1 Upon offering a position, a Deputy Principal shall receive a letter of appointment and an employment agreement detailing the conditions of employment. The acceptance of this offer and the associated employment agreement should ideally occur prior to the appointment becoming public.

2.2 Role and performance review will be undertaken as determined by the school, following consultation with the Deputy Principal.

3. Induction and Planning

- 3.1 Upon appointment, the Deputy Principal will meet with the Principal and mutually determine the short-term expectations of the Deputy Principal, and discuss some of the issues of the school, and also cover but not be limited to:
- i. An introduction to the Lutheran Church and LEA and Lutheran Education SA, NT & WA governance structure and how it works.
 - ii. An overview of LESNW/LEA accreditation, business, compliance and regulatory requirements.
 - iii. An overview of the agreed appraisal and performance management processes and associated recommended schedule for the steps involved.
 - iv. Growing deep and the preferred workplace culture
- 3.2 In addition, first time Deputy Principals are to be assigned a mentor, who may be from a different Lutheran Learning Community or other education setting. The mentor will be selected by the Deputy Principal, with the involvement of the Principal and, if requested by either the Principal or the Deputy Principal, LESNW. The Principal will be responsible for establishing the mentor arrangement.
- 3.3 Other LESNW staff, fellow Deputy Principals, the Chair of Board/Council and the local pastor/s are all encouraged to be involved in assisting with the ongoing induction and general well-being of the Deputy Principal. The LESNW regional office will maintain contact with the Deputy Principal to provide general support and mentoring.

4. Motor Vehicle and Salary Packaging

All matters in this section can be implemented, after discussion, and with the specific agreement of the Principal and in accordance with the 'Salary Packaging Policy of SA Lutheran Schools'. It is appreciated that some decisions may take some time to implement.

- 4.1 Motor Vehicle
The Deputy Principal may salary package their own vehicle under novated lease, with a suitable travel allowance then to be negotiated and paid to the Deputy Principal to cover the cost of all reasonable business use.

5. Retreat Program

LESNW Deputy Principals are strongly encouraged to undertake a program of retreat or renewal every two years. LESNW Deputy Principals are strongly encouraged to attend the *LESNW* Leaders retreat when scheduled every two years.

6. Disputes Settlement Procedures –

The process for resolving complaints is attached in Appendix 4.

7. 'Tools of Trade'

Schools have a responsibility to ensure that the Deputy Principal is provided with appropriate 'tools of the trade'. These would include a laptop and iPad (or like) as required. For a Deputy Principal who is the school's primary contact for staff absences, the provision of a mobile phone, or reimbursement for a personal mobile phone is required. In addition, Deputy Principals may seek reimbursement of such membership fees, subscriptions and publications, as agreed between the Deputy Principal and the Principal from time to time.

8. General well-being

Each School will provide access for Deputy Principals to an Employee Assistance Program.

9. Duration of these Salaries and Conditions

These conditions once endorsed will be ongoing and reviewed on biannual basis. Further, minimum salary levels will be mutually agreed through negotiation involving the Executive Director of Lutheran Education SA, NT & WA and representatives from Deputy Principals of LESNW schools on an annual basis. The new salary scales should ideally be set no later than the August 31st each year, to allow the revised rates to be available for use in the budget preparation process for the following year.

10. Portability of Entitlements

Deputy Principals' accrued Personal Leave and Long Service Leave will be fully portable as per LEA policy in force and as amended from time to time.

11. Country Incentives

The remote location provisions within LESNW Principal Salary and Conditions will be applicable to Deputy Principal appointments. They are contained in Table 1.

12. Leave Provision

The annual leave entitlements are in keeping with the executive leadership role responsibilities that need to be undertaken outside of the normal 'school term'. The provision of additional leave may be negotiated with resultant variation to the base salary.

13. Self Directed Professional Learning Leave

Subject to the provisions of this paragraph, Deputy Principals can apply for up to five (5) days per annum self directed learning leave as part of their professional learning plan.

The purpose of the self directed learning opportunity is to provide the Deputy Principal with a period of time to engage in focused learning.

When applying for self directed professional learning leave, the Deputy Principal must identify the professional learning activity/ies that the Deputy Principal proposes to undertake and the anticipated outcomes of the learning.

The cost of the self-directed professional learning leave, including any additional salary costs for the school, will be met from the 4% of the Deputy Principal's cash salary that is allocated to professional development.

14. Review and Accountability

The Deputy Principal will meet regularly (on a formal basis) with the Principal, ideally once each week. These meetings will focus on discussing issues relating to the management of the school and the Deputy Principal's role.

The Principal will formally meet with the Deputy Principal at least once each year to conduct a review of his/her performance in relation to their Job Description.

Appendix 1: SAMPLE JOB DESCRIPTION

Position Title: **Deputy Principal**

Position Classification: Salary as negotiated with **School/College Board/Council** and in accord with the Terms and Conditions for LESNW Lutheran Deputy Principals

Tenure: 5 Years

JOB DESCRIPTION

The position involves providing spiritual, educational, operational, leadership within the **School/College**.

POSITION DESCRIPTION

The Deputy Principal works in a complex, challenging and changing environment, leading and managing substantial delegated operations and activities of the school. There will be times when the Deputy Principal will be required to offset the extensive responsibilities and workload demands of the principal by undertaking additional leadership authority.

The Deputy Principal will be directly responsible to the principal for all aspects of their work. The Deputy Principal deputises or stands in for the Principal in the absence of the Principal.

Statement of Key Outcomes and Associated Activities

The role of Deputy Principal encompasses activities within the following *vocational practices* as described in the leadership and formation framework *Growing deep*:

- Strengthening Lutheran identity
- Excellence in teaching and learning
- Ongoing improvement and innovation
- Community building
- Leading effective organisation and management

The responsibilities and **School/College**'s expectations related to each Key Outcome are outlined on the following pages.

Strengthening Lutheran identity

School/College name, as an agency of the Lutheran Church of Australia, shares a recognisable Lutheran identity in which the gospel of Jesus Christ informs all learning and teaching, all human relationships, and all activities in the school. The rituals, symbols, visual displays and practices convey its Christ-centred identity.

The school community is regularly involved in Christian worship which includes, to the extent that it is practical, daily devotions. Christian Studies is an essential and distinctive part of the formal curriculum. **School/College name** deliberately and intentionally shares and lives the good news of Jesus Christ with students, families, staff and the broader community. Opportunities for faith nurture are actively promoted and maintained.

Therefore, the Deputy Principal will support the Principal to:

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| Create a Christ-centred, Lutheran environment by: | <ul style="list-style-type: none">▪ Demonstrating a commitment to providing opportunities for students to develop their relationship with Christ▪ Leading staff formation and leadership development underpinned by "Growing deep"▪ Demonstrating respect for the dignity and worth of each individual▪ Modelling and building relationships between |
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| | <p>members of the learning community which are guided by Christian love, grace, forgiveness and reconciliation</p> <ul style="list-style-type: none"> ▪ Providing or encouraging regular, daily if possible, worship opportunities for staff and students <p>Work collaboratively with curriculum leaders to ensure that CS is an essential part of the curriculum</p> |
| <p>Maintain an effective working relationship between the School and the supporting congregation of [insert local congregation name] by:</p> | <ul style="list-style-type: none"> ▪ Encouraging the ongoing connection to [insert local congregation name] ▪ Working in partnership with the Pastor of [insert local congregation name] |

Excellence in teaching and learning

[School/College name] values excellence and creativity in teaching and learning for all community members. A culture of challenge and support nurtures enthusiastic, independent learners committed to lifelong learning. Excellence in teaching and learning is focused on improving student outcomes which include spiritual, intellectual, physical, emotional, cultural and social dimensions. All learners should have access to quality learning experiences that ensure they develop their God-given abilities so that they may enrich the world. High expectations are established through reflective practice, collaborative planning, monitoring, providing feedback and reporting on the effectiveness of learning. The learning environment promotes active engagement, risk taking, motivation and a strong learner voice.

Therefore, the Deputy Principal is expected to:

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| <p>Build capacity by:</p> | <ul style="list-style-type: none"> ▪ Under delegation from the principal, providing ongoing formal and informal feedback to all staff. ▪ Establishing effective mechanisms for staff performance and development to assist staff to improve practice ▪ Seeing every interaction as an opportunity to support, coach and develop others ▪ Identifying leadership potential in others and providing opportunity for others to demonstrate leadership |
| <p>Promote professional learning by:</p> | <ul style="list-style-type: none"> ▪ Reviewing their own practice regularly and implementing changes in their leadership and management approaches ▪ Modelling learning for life by investing time, effort and resources into developing their own professional practice ▪ Obtaining feedback from others to develop an accurate assessment of their own strengths and development needs ▪ Providing opportunities for and actively encouraging staff to attend professional learning linked to their performance goals |
| <p>Lead pedagogical practice by:</p> | <ul style="list-style-type: none"> ▪ Understanding the practice and theory of contemporary leadership and applying that knowledge in school improvement ▪ Referencing current research into teaching and learning to meet the learning needs of the students |

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| | <ul style="list-style-type: none"> ▪ Applying knowledge and understanding of current developments in education policy, schooling, social and emotional trends and developments to improve educational opportunities for students |
| Create a learning culture by: | <ul style="list-style-type: none"> ▪ Providing a positive learning environment for students and staff within the community ▪ Setting high expectations for every learner including students, staff and self ▪ Develop systems and structures which support the implementation of -a curriculum which allows for flexibility to cater for the diversity within the learning community. ▪ Encouraging creative, responsive approaches to teaching ▪ Developing educational strategies to secure equity of educational outcomes ▪ Work with staff to develop common goals in relation to quality teaching and learning and a commitment to the effective implementation of these goals |

Ongoing improvement and innovation

Improvement at **School/College name** is guided by its values, vision and mission. Excellence is pursued through a culture of reflection, collaboration, innovation and creativity. Evidence is gathered and utilized to develop and implement improvement plans and policies guiding the continuous development of teaching and learning, the institution and its facilities. Ongoing professional learning encourages all members of the community to achieve high standards and develop their service and leadership capacity.

Therefore, the Deputy Principal is expected to:

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| Inspire and motivate others by: | <ul style="list-style-type: none"> ▪ Building commitment, confidence, shared understanding and enthusiasm about the vision for the school ▪ Using appropriate leadership styles sensitive to the local context and which reflect Growing deep Capabilities ▪ Recognising and celebrating the achievements of individuals and teams ▪ Continue the growth and further development of the existing collaborative staff culture with focus on promoting wellbeing throughout the school. |
| Understand and lead change by: | <ul style="list-style-type: none"> ▪ Developing an understanding of the local context to inform change ▪ Using information about current educational developments, theories and performance data to inform school improvements ▪ Articulating to the learning community the purpose of change and working with all stakeholders to lead the process |
| Initiate improvement through innovation and change by: | <ul style="list-style-type: none"> ▪ Working and communicating with a variety of internal and external stakeholders to promote and sustain |

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| | <p>improvement</p> <ul style="list-style-type: none"> ▪ Leading and facilitating inquiry to inform innovative practice and improvement ▪ Fostering creativity, innovation and the use of appropriate technologies ▪ Using problem solving, creative thinking and strategic planning to ensure continuous improvement ▪ Supporting processes to implement change |
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Community building

School/College name values the richness and diversity of the wider community and other education sectors. Positive and strategic partnerships are developed and maintained with students, families, local Christian communities, the broader community and Lutheran education. The relationships are built upon support, collaboration, trust and reconciliation. School/College name lives out the gospel and is active in service of others. The multicultural and multi-faith nature of School/College name and Australian society fosters understandings of diverse cultures. School/College name promotes the understanding of, and respect for, Aboriginal and Torres Strait Islander people.

Therefore, the Deputy Principal is expected to:

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| Create a culture of inclusion by: | <ul style="list-style-type: none"> ▪ Recognising and utilizing the diverse nature of the school community and Australian society ▪ Fostering an understanding of, appreciation for and reconciliation with Aboriginal and Torres Strait Islander people? ▪ Developing strategies to ensure educational opportunity including counteracting discrimination and the impact of disadvantage ▪ Recognising and supporting the needs of students, families and care-givers |
| Engage with the community by: | <ul style="list-style-type: none"> ▪ Understanding the diverse interests of the school community ▪ Knowing, understanding and considering the social, political and local circumstances of the community ▪ Learning about and developing positive relationships with the rich diversity of the cultural groups within the school and wider community |
| Collaborate with and influence the community by: | <ul style="list-style-type: none"> ▪ Developing and maintaining positive partnerships with students' families and care givers; and the wider local community ▪ Inviting and facilitating community participation in student learning ▪ Actively seeking feedback from the school community ▪ Collaborating with staff from other schools in the region, LESNW regional office and with Lutheran Education Australia |

Leading effective organisation and management

At **School/College name** roles, responsibilities and procedures are clearly articulated so that staff can participate in the smooth and efficient operation of the school. Data and knowledge management methods and technologies are used to ensure that resources (human, physical, technological and financial) are efficiently organised and managed to provide an effective, safe and caring, growth-oriented learning and working environment.

Strategic planning ensures the ongoing improvement and sustainability of the school. Best practice is built upon effective collaboration between the governing body, staff, students, families, church and others.

Therefore, the Deputy Principal is expected to:

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| Align ethical practices with educational goals by: | <ul style="list-style-type: none"> ▪ Modelling and promoting the school's values ▪ Challenging behaviours and practices that are not ethical or not in keeping with the Christian ethos of the School |
| Manage resources by: | <ul style="list-style-type: none"> ▪ Supporting the principal in the alignment of the school's human, physical, technological and financial resources with learning priorities and the school's strategic plan ▪ Applying knowledge and understanding of leadership and management concepts and practice to provide effective leadership and operational management |

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| | <ul style="list-style-type: none"> ▪ Prioritising effectively to achieve outcomes |
| <p>Manage high standards and accountability by:</p> | <ul style="list-style-type: none"> ▪ Ensuring that individual and team expectations and accountabilities are clearly defined, understood and agreed ▪ In areas of responsibility regularly monitoring accountabilities and taking action to ensure accountabilities are met ▪ Working with staff to develop and evaluate their performance goals based on the learning community’s shared goals for effective teaching and learning and align with AITSL teacher standards ▪ Monitoring and on-going review of an effective learning and assessment framework ▪ Taking appropriate action when the performance of others is unsatisfactory ▪ fostering a culture of continuous improvement ▪ Using the CompliSpace and Assurance platforms to implement school policy and procedures, and management of risk. |

Performance standards and review

The Leadership and Formation Framework Growing deep will inform the performance standards and review process undertaken by the principal.

PERSON SPECIFICATION

The Deputy Principal will:

- be someone who actively lives out their Christian faith
 - desirably be a communicant member of the Lutheran Church of Australia.
 - commit to the school vision, mission and values underpinning the implementation of a Christian-based education to students in the school community as a fundamental, and essential criteria.
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1. Personal knowledge, skills, qualities and understanding are described in the [Capabilities section of "Growing deep: Leadership and formation framework"](#)

- **Growing Oneself:** Building self awareness / Deepening Faith / Learning and adapting / Living Positively
 - **Engaging the Community:** Modelling integrity / Listening and understanding / Building support / Networking and strategic relationships
 - **Leading the Team:** Creating purpose and clarity / Nurture faith / Growing capacity / Inspiring excellence
 - **Focusing on Outcomes:** Searching for knowledge / Sharing for improvement / Thinking strategically / Making it happen
-

2. Education/vocational qualifications

The Deputy Principal will;

- hold academic qualifications in keeping with the level of responsibility and preferably including post graduate education or management studies.
 - be a registered teacher in [\[insert state\]](#) with demonstrated competence in the leadership and management of teaching and learning in the classroom.
 - hold accreditation as a teacher and leader in Lutheran schools, or commit to attain this in the first 3 years of appointment.
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3. Experience

- a. Proven ability to communicate effectively with diverse audiences in a variety of contexts.
- b. Demonstrated skills in managing interpersonal relationships, with sensitivity and empathy and successful experience in conflict resolution.
- c. Demonstrated ability to analyse complex issues and manage resolution.
- d. Demonstrated ability to effectively initiate and manage change.
- e. Demonstrated ability to delegate effectively and to hold persons accountable for the delivery of stated outcomes.
- f. Demonstrated organisational and educational leadership and a record of success in achieving agreed goals in collaboration with others.
- g. Demonstrated success in developing and implementing curriculum enhancements and achieving objectives through structured planning processes.
- h. Demonstrated success in modelling and promoting effective teaching, learning and assessment practices.
- i. Demonstrated success in the appropriate application of learning technologies.

Appendix 2: SALARIES/REMUNERATION

The Deputy Principal's total remuneration consists of:

- Salary specified in the tables below
- Early Learning Centre/OSHC additional salary
- Remoteness loading
- Employer contribution to superannuation at the Superannuation Guarantee Charge Rate (currently 10%) of salary

From the beginning of 2022:

| Level | School Size | Salary |
|-------|-------------|---------|
| 1 | 336-350 | 125,283 |
| 2 | 351-450 | 130,260 |
| 3 | 451 plus | 133,579 |

From commencement of term 2, 2022

| Level | School Size | one Deputy Principal | two Deputy Principals | three Deputy Principals |
|-------|-------------|----------------------|-----------------------|-------------------------|
| 1 | 220 - 350 | 135,000 | 130,000 | N/A |
| 2 | 351 - 450 | 140,000 | 135,000 | 125,000 |
| 3 | 451 plus | 145,000 | 140,000 | 130,000 |

Remoteness loading: aligned to three zones: Zone 1:; Maitland, Loxton (\$2,244)
Zone 2: Ceduna, Mt Gambier, Pt Lincoln, Warnbro (\$6,120)
Zone 3: Alice Springs, Darwin (\$9,180)

Early learning Centre and/or OSHC

A Deputy Principal with direct responsibility for an Early Learning Centre and/or OSHC operated by the school will receive an additional salary of \$2,500.

Notes

- The Commonwealth Census each August will be the enrolment basis for the following year. If enrolments fall below the level of salary assigned, that salary shall be maintained until such time that the actual salary level subsumes it, provided always that should enrolments fall more than 10% below the enrolment required for the Deputy Principal's current salary level for a period greater than 12 months, the continued maintenance of the Deputy Principal's salary level shall be reviewed by the Principal.
- For clarification, enrolments in Early Learning Centre and Out of Schools Hours Care are not included in the calculation.
- LESNW believes it unlikely that a school would have more than two positions with similar responsibilities to a Deputy Principal.
- If a school has two or three Deputy Principals, it may be appropriate for a discussion to occur between a Deputy Principal and principal about salary levels where the roles and responsibilities of the Deputy Principal are similar to the roles and responsibilities undertaken in a school with only one Deputy Principal.

Appendix 3: LETTER OF APPOINTMENT

LETTER OF OFFER OF APPOINTMENT

DEPUTY PRINCIPAL

(Name)

Whilst every effort has been made to ensure that the information contained in this document is free from error and/or omissions, no responsibility can be accepted by LESNW, its employees or any other person involved in the preparation of this document for any claim which may arise from any person acting on information contained therein.

LETTER OF OFFER OF APPOINTMENT

DEPUTY PRINCIPAL

Dear

I have pleasure in providing this written confirmation of the offer of appointment to the position of Deputy Principal of (.....) Lutheran School.

Set out below are the terms and conditions of your employment. The Schedule contains your specific entitlements to remuneration, leave and other agreed conditions. Your Job Description sets out the expectations of your role, as determined by the Principal from time to time.

1. Your Employer

Your employer will be the (.....) Lutheran School Inc. You will report to the Principal.

2. Term

Subject to the termination provisions set out in this letter, you will be employed for a fixed term continuing as set out in the Schedule. (if an existing appointment on a continuing basis then amend so as to read ... you will be employed on a continuing basis.)

It is specifically noted that there is no automatic right of renewal or extension of your employment. (*delete para if not fixed term*)

The School, will in its absolute discretion have an option to offer you an extension or further fixed term. The School will notify you six (6) months prior to the expiry of your Term, whether or not it will offer you a further period of employment. (*delete para if not fixed term*)

If an extension or new Term is offered, the terms and conditions of that arrangement will be agreed at that time. (*delete para if not fixed term*)

3. Probationary Period (*delete if current employee*)

Your employment will be subject to an initial probationary period of six (6) months from the date of commencement of your appointment

Should your performance be considered by the Principal to be unsatisfactory during the probationary period, then the normal notice of termination (or payment in lieu thereof) will not apply or be required and the employment may be terminated on four (4) weeks' notice or payment in lieu.

4. Duties

A Job Description and the matters outlined in this Clause 4 set out the expectations required of you in your role as Deputy Principal.

You will be required to participate actively in the Christian life of the School throughout your term of appointment.

You will use your best endeavours to maintain, promote and advance the reputation and the success of the School.

You will diligently and faithfully serve the School at all times during your employment and will exercise reasonable skill and care in the performance of your duties.

You will devote the whole of your time and attention during working hours to the performance of your duties and such further of your time and attention where that is necessary or desirable for the purpose of the School (except where that is prevented due to sickness, injury, incapacity or leave).

You will not, during the term of employment, engage either directly or indirectly in any other business or occupation (other than normal personal investment) except with the prior consent of the Principal. You will not place yourself in a position where your own interests conflict with those of the School

As part of your commitment to the mutual ministry of the School, you must, when making comments, written or otherwise, to any meeting, assembly or form of the media, always express the views and current policies of the School Board/Council. Where possible, the School Board/Council or its chair will prepare, in conjunction with you and other external advisers as the School Board/Council thinks appropriate, the text of any statement concerning policy to the media.

5. Acting as Principal

When the Principal is absent for three or more consecutive school days on approved leave and not in operational control of the school, the Deputy Principal may be left in charge of the school and will be paid a higher duty allowance of \$94.22 for each day. This amount is indexed annually.

When the Principal has resigned and is no longer on duty, the Deputy Principal may be appointed as acting Principal until a replacement Principal is installed. In such circumstances the remuneration shall be negotiated between the School Board/Council and the Deputy Principal and will take into account the remuneration specified in the Principals Agreement. Any increase in remuneration shall be paid from the first day of the absence.

6. Hours of Work

You may be required to work reasonable additional hours during the course of your employment. You will not receive any additional remuneration for work undertaken outside of your ordinary hours of work as your level or remuneration compensates you for this.

7. Remuneration

Your remuneration is set out in the attached Schedule.

Your employment is not covered by any award, agreement or industrial instrument. Any payment that the School makes to you is intended to discharge obligations imposed by any statute, award, agreement or other industrial instrument.

There is also no additional entitlement to further payments including but not limited to, overtime rates, penalty rates, allowances, annual leave loading or any other loadings. To the extent that a payment exceeds what is required under any particular law or provision, the excess is to be taken to help satisfy the School's obligations under any other applicable law or provision.

8. Leave Entitlements

Your leave entitlements are set out in the Schedule.

9. Policies and Procedures

You are required to support and comply with the School's policies and procedures, as varied from time to time.

In particular, it is condition of your employment with the School that you abide by the Work Health and Safety policies and procedures of the School.

The onus is on you to appreciate any restrictions you may have in relation to your health. You must take reasonable care to protect your own health and safety at work. You need to inform me of any restrictions you have in relation to your health that prevents you from performing the inherent requirements of your role.

These policies and procedures do not form part of your contract of employment.

The School's policies and procedures require you to conduct yourself in a way which is consistent with the ethos of the School.

10. Intellectual Property

All material and intellectual property provided to you by the School will remain the property of the School. All material produced by you in the course of your employment at the School, will upon its creation be the sole property of the School, unless otherwise agreed in writing by the School. At the School's request at any time, you must return all of the School's material. You are not entitled to retain copies of the School's material in any form.

You agree that the School is entitled to any intellectual property rights (including, but not limited to, copyright, patents for inventions and trade mark rights) that may arise or be capable of being claimed as

a result of anything done by you in the course of your duties. You must comply with any request the School may make in order to protect or secure ownership of such rights.

You consent to any act or omissions by the School, whether before or after this agreement takes effect, which might otherwise infringe any moral rights you may have in relation to the attribution or integrity of your authorship of copyright works created by you in the course of your duties.

You shall not disclose or use any of the School's intellectual property for any purpose other than for the direct benefit of the school without the written permission of the School.

11. Confidential Information

You must not, whether during or after your employment, reveal any confidential information which you acquire in the course of your employment, nor use that information in any way which is detrimental to the School or, any person or entity associated with the School.

“Confidential information” for this purpose includes any information about the School’s finances, organisation, personnel, policies, processes, systems, equipment, dealings, transactions, and the personal affairs of the students and their families and guardians, unless that information is available to the public.

If your employment terminates for any reason you will immediately return all property of the School remaining in your possession, custody or control, including confidential information.

12. Termination of Employment with Notice

Your employment may be terminated, other than for summary termination, as follows:

- a. by you giving to the School at least six weeks’ written notice and where the Deputy Principal does not give the appropriate notice and there is no agreement to reduce or waive the notice period, the School may withhold payment of salary and allowances outstanding to the Deputy Principal equal to the length of time the notice was deficient.
- b. by the School giving to you at least seven weeks’ notice in writing, or the payment in lieu of notice if the appropriate notice is not given.

13. Summary Termination

The School may terminate your employment without notice if:

- a. you commit any serious or persistent breach of your contract of employment;
- b. you fail to comply with any reasonable direction of the Principal;
- c. you are guilty of any serious or wilful misconduct or wilful neglect in performing your duties;
- d. in the reasonable opinion of the Principal, you are guilty of any dishonesty relating to the affairs of the School or any other related entity;
- e. you fail to carry out your duties in a competent and satisfactory manner;
- f. you are charged or convicted with any criminal offence, whether punishable by imprisonment or not;
- g. you are absent from your employment as a result of illness or for any other reason for a continuous period of more than 3 months, or for more than 3 months in any 12 month period, unless on paid leave for the whole of such absence;
- h. you engage in any conduct which reflects adversely on the School or is damaging to the good standing or reputation of the School.

14. Professional Development

You will be expected to develop an annual professional learning plan and undertake to meet the agreed goals.

You will be expected to participate as appropriate in activities of the relevant professional bodies and will be assisted to do so.

You are expected to maintain and enhance your knowledge through your career and the School elects to pay the costs (including related travel) of selected seminars or conferences that may be relevant to you.

Subject to the provisions of this paragraph, you can apply for up to five (5) days per year for self directed learning leave as part of your professional learning plan.

The purpose of the self directed learning opportunity is to provide you with a period of time to engage in focused learning.

A formal request must be made to the Principal outlining the expected costs and benefit of any such experiences.

Your entitlements to professional development are set out in the Schedule.

15. Performance Review

You are required to participate in performance reviews during the life of this Agreement.

16. Dispute Resolution

In cases of dispute or difference between you and the School in respect of any matter, resolution will first be attempted through a procedure recommended by Lutheran Education SA, NT & WA. Refer to Appendix 1

17. Conditions of Offer of Employment

This offer of employment and your continued employment is subject to you:

- a. having the right to work in Australia;
- b. obtaining a Working With Children Check (or equivalent if the school is outside of SA), ;
- c. providing to the School evidence of your qualifications and teaching experience;
- d. in the opinion of the School, being suitable to work with children;
- e. having teacher registration in the school's State or Territory;
- f. completing of the attached statutory declaration to the School's satisfaction; and
- g. consulting a medical practitioner authorised by the School to provide a medical certificate to the effect that you are physically and mentally fit to perform all of the duties.

The School will pay for the cost of obtaining the medical certificate and Working With Children Check. The School has the right to request this information at any time during your employment and you are required to comply with any requests.

If at any stage during your employment you no longer have the right to work in Australia you must inform the school immediately.

The offer is void if these conditions are not satisfied:

a. Entire contract

This letter contains the entire contract or understanding between us and supersedes all previous communications, representations and agreements, either oral or written with respect to its subject matter. You acknowledge that you have not relied on any representation or conduct in deciding whether to accept this offer other than as expressly set out in this letter.

b. Your acceptance

This letter is sent to you in duplicate. Please confirm your acceptance of this offer by signing both letters and returning the duplicate to me by close of business on (.....) together with the documentation referred to in Clause 20 of this letter.

c. Confidentiality of your contract

The School considers the details set out in this letter and any attachments to be confidential. On behalf of the School community, I wish to say that we are all looking forward to working with you in your role as Deputy Principal.

Yours sincerely

..... (Principal)

Attachments:
Schedule

Statutory Declaration
Fair Work Statement
Medical
Role (Job) Description (developed specific to each appointment)
SCHEDULE

EMPLOYMENT CONDITIONS & REMUNERATION DETAILS

1. Term

Your employment will commencement on 1 January (..... and expire on 31 December) (if continuing then no expiry specified)

2. Remuneration Package

Your salary will be negotiated with reference to The Memorandum of Agreement LESNW Deputy Principals Salary and Conditions (.....) , or subsequent agreement. Your cash salary for the first year of service shall be in accordance with the Level (....) rate of (\$.....) (inclusive of annual leave loading) per annum and shall be reviewed annually by the end of September by the Principal in conjunction with the Deputy Principal.

Any change, which is determined will be effective from the first full pay period commencing on or after the following 1 January.

You will also be entitled to the following benefits:

- Costs (by reimbursement if necessary) incurred in the carrying out of approved activities including those associated with School entertainment. Documentation of such costs must be provided if requested.
- [Insert other applicable benefits]

3. Professional Development

You will be expected to develop an annual professional learning plan and undertake to meet the agreed goals.

An amount of 4% of your annual cash salary will be made available to you each year for professional development. This amount will be noted in the School's annual budget and will be accessible by you subject to the following conditions:

- a. You are expected to use the 4% allocation in accordance with the professional learning plan as mutually agreed with the Principal taking into account the strategic needs of the School, Lutheran School system and also your ongoing self directed professional growth. This 4% allocation would be inclusive of any additional salary related costs for the school arising from the self directed learning leave.
- b. The allocation can be taken cumulatively for the life of 2 contract periods up to a maximum of 4 years;
- c. There is no payout entitlement for any accrued but untaken professional learning allocation, either during the contract period, once it expires or if terminated earlier;
- d. The Principal will support you in the development and implementation of a professional learning plan and insist that the obligations to attend professional responsibility events are fulfilled;
- e. Any required study leave is to be incorporated as part of the budgeted 4% professional learning budget and is not additional to this allowance.

You are required, at the direction of the School and/or Board/Council, to attend a range of 'professional responsibility' events during your employment. These events are in addition to the 4% allocation referred to above. The events you are required to attend include, but are not limited to:

- a. Leaders in Lutheran Learning Communities meetings; and
- b. relevant Association of Independent Schools meetings.

4. General Salary Packaging options

- a. Deputy Principals who will be employed for at least twelve (12) continuous months (with the exception of superannuation which is not subject to the 12 months limit) may negotiate with their Principal to salary package as detailed below.
- b. All salary packaging must conform to the government legislative guidelines relating to salary sacrifice and superannuation.

- c. A range of additional package opportunities may be incorporated into the total remuneration package, including but not limited to items listed below, subject to legislation. It is recommended that the Deputy Principal seek independent financial advice in order to clarify what is available and to maximize the possible benefits.

| Benefits that attract FBT | Benefits that do not attract FBT |
|---|--|
| Employer provided car owned or leased (cost to package) | Superannuation |
| Private health insurance | Laptop computer (if solely for work purposes) |
| Mortgage | Computer software used for employment purposes |
| Desktop computer | Electronic diary, palm pilot or similar device |
| School fees | Membership of professional associations |
| Rent | Subscription to professional work related journals |
| Life insurance | Qantas club membership |
| Child, aged and disability care | Car park (where applicable) |
| Personal loan | |

5. Superannuation

You are entitled to be paid superannuation into a complying fund of your choice.

Your entitlements to superannuation will be in accordance with the School's statutory obligations set out in the Superannuation Guarantee (Administration) Act 1992 (Cth).

You may elect, with the Principal's agreement, to accept a portion of your base remuneration by way of additional superannuation contributions or other benefits provided that (after allowing for administrative costs and any relevant taxation) there is no increase in the net cost to the School of providing your remuneration.

6. Annual Leave

You are entitled to 33 days paid annual leave for each year of service, to be taken during school vacations or at times to be agreed by the Principal. Such leave accrues progressively during a year of service according to ordinary hours of work and accumulates from year to year.

The Principal may, at their absolute discretion and on application by you grant you permission not to be on site during certain non-term weeks throughout the year conditional upon you being available if required.

The School may direct you to take annual leave, subject to the provisions of the Fair Work Act 2009 (Cth).

7. Personal/Carer's Leave

On commencement of your employment (and then on each anniversary) you will be entitled to 10 days of paid personal/carers' leave for each year of service. Your entitlement accumulates from year to year. Carer's leave is available to provide support to a member of your immediate family or household member who requires care or support because they are sick or injured or have an unexpected emergency. If paid personal/carers' leave is exhausted two (2) days unpaid leave is available per occasion.

The School may require you to provide evidence in relation to a period of personal/carers' leave. You must then provide a medical certificate. If it is not reasonably practicable to provide a medical certificate, you may provide a statutory declaration.

Any untaken personal/carers' leave is not paid out on termination of employment.

8. Long Service Leave

The Long Service Leave Act in the relevant jurisdiction applies as well as the terms outlined in this letter. This includes an entitlement to the following:

- a. 13 weeks of paid leave after you have completed ten (10) years of service at the School;
- b. During 10 to 15 years' service, you are entitled to accrue long service leave at the rate of 1.3 weeks for each completed year of service;
- c. After 15 years of service, you are entitled to accrue 2.143 weeks for each completed year of service.

You are also entitled to a pro-rata payment on termination of employment after seven (7) years' service at the School.

9. Other Leave

Apart from term break leave, annual leave and parenting leave, you are entitled to the same leave arrangements as teachers in the school. The parental leave provisions in the Fair Work Act 2009 apply. The parental payment provisions applicable to teachers apply.

10. Professional Memberships

The School will support you in your seeking to become a member of professional bodies relevant to your role.

Agreement

Authorised by: (Principal)

.....

for Lutheran School

Date:

Accepted by: (Deputy Principal)

.....

Date:

Appendix 4: GRIEVANCE RESOLUTION PRINCIPLES AND PROCESS

On occasions, a Deputy Principal may have a concern, conflict or grievance with the Principal.. Alternatively, a Principal may have a concern, conflict or grievance with the Deputy Principal. These matters may be regarded by the Deputy Principal or Principal of being of such significance that they wish them to be pursued and addressed.

This document has been prepared to assist Deputy Principals and Principals to address such situations. It does not address other situations such as complaints by parents, students, staff or other members of the community.

The key elements for resolving any issues between a Deputy Principal and a Principal are:

- Any actions should be consistent with the core values of Lutheran learning communities and the preferred workplace culture.
- The right of a Deputy Principal or a Principal to raise an issue is accepted and respected..
- No person should be disadvantaged for raising an issue.
- It is preferable that any issues be raised at an early stage and that any issues are addressed promptly.
- Issues should be sought to be resolved informally before a decision is made to formally raise them, except in cases of possible misconduct or unacceptable behaviour, as they may be initially raised formally.
- If an issue is formally raised, it should be put in writing and a meeting arranged to discuss the issue and/or processes for progressing the issue.
- All participants should seek to maintain an appropriate professional relationship as an issue is addressed.
- All participants should have regard to one another's well-being as an issue is addressed, with personal support available.
- Any participant is entitled to seek external advice at any stage, including from LESNW. If an issue is being raised formally, participants are encouraged to obtain external advice.
- All participants are encouraged to keep LESNW informed, even if they seek other assistance.
- Any participant may request that an external facilitator or mediator be engaged, however no party will be forced to participate in an external facilitated process.
- If there are allegations of misconduct or unacceptable behaviour, the principles of procedural fairness should be followed.
- It is essential that the person(s) forming a view on whether any serious allegations are proven remains objective throughout the process.
- If there are concerns about underperformance, a person should be given a reasonable opportunity and assistance to address the issue, before formal action is taken.

Context

The core values of Lutheran learning communities are: love, justice, compassion, forgiveness, service, humility, courage, hope, quality and appreciation. Lutheran learning communities strong and positive workplace culture stem from love, respect and grace which inform all dealings and relationships. The preferred workplace culture and practice is significantly informed by *Growing deep*.

Deputy Principals work in a complex, challenging and changing environment, participating in leading and managing the learning community of today, ever-conscious of the needs of tomorrow.

A Deputy Principal is primarily accountable to the Principal of the learning community.

An appropriate relationship between the Principal and the Deputy Principal is critical in the effective functioning of the learning community. For the relationship between the Deputy Principal to be effective, the Principal and the Deputy Principal must feel safe to express their point of view openly, honestly and in a spirit of love. It is expected that the relationship between the Deputy Principal and the Principal will at all times be consistent with the core values of Lutheran learning communities and the preferred workplace culture.

The Deputy Principal is accountable to the Principal. The relationship between the Deputy Principal and the Principal is critical. They should have an open and trusting relationship and meet frequently. To facilitate an open and trusting relationship, normally sensitive parts of the conversations should remain confidential to the

participants, recognising that both the Deputy Principal and the Principal Chair may have obligations to share some matters and may seek external advice.

It is expected that at the meetings between a Deputy Principal and Principal Chair they will share information, offer advice and assistance, give feedback to one another on performance and expectations, and normally raise any concerns.

The Deputy Principal and the Principal might not always agree. Although it is preferable that they agree on all significant matters, agreement is not always necessary for an appropriate and productive relationship to continue. At times, they may agree to disagree or differences may be acknowledged, and no further action is taken.

Concerns, conflicts or grievances

If a concern, conflict or grievance arises, it is expected that the Deputy Principal and the Principal will actively ensure that they act consistently with the core values of Lutheran learning communities and the preferred workplace culture, and seek to maintain an appropriate relationship. It is a risk that tensions can arise whilst a concern, grievance or conflict is addressed. It may also be stressful for participants. Regardless of differences, it is critical that all participants seek to maintain an appropriate professional relationship, and have regard to one another's well-being, with personal support being made available.

The longer a concern, conflict or grievance remains unresolved, the more likely it is to be detrimental. Therefore, it is preferable that any issues be raised at an early stage and that any concerns, conflicts or grievances be addressed promptly.

The right of the Principal or Deputy Principal to informally or formally raise a matter is respected and no person should be disadvantaged because they informally or formally raised a matter. However, before a matter is raised, it is appropriate for careful consideration to be given to the different rights, roles and responsibilities of the Principal and the Deputy Principal.

Principals and Deputy Principals are encouraged to contact the LESNW regional office for advice and assistance if they have concerns that may have significant consequences or if there are potential grievances or significant conflicts. All participants are encouraged to keep LESNW informed, even if they seek other assistance.

Any concerns of the Principal or the Deputy Principal should first be informally raised at a meeting between the Principal and Deputy Principal, except in cases of possible misconduct or unacceptable behaviour, as they may be initially raised formally. It is expected that most matters will be resolved informally through discussion, dialogue and reflection. On occasion, and with agreement with the other participant in the discussions, the Deputy Principal or Principal may arrange for another person to assist the informal discussion.

Specifically, if the Principal has a concern about the overall performance of the Deputy Principal, this should be informally raised with the Deputy Principal, before any concerns are formally raised. The Deputy Principal should be given the opportunity to make representations about the areas of concern before a final view is formed. Normally the Deputy Principal should be given sufficient opportunity and support to rectify any concern before the matter is formally raised.

If the Deputy Principal or the Principal remain dissatisfied with the outcome of any informal discussions, they may choose to make the matter formal. This involves putting the concern in writing. The document should include, without prejudice, a clear explanation of the matter and expressed in such a manner that it is clear that it is being formally raised. The communication usually should indicate the intention to formalise a meeting to share in person the matter and proposed pathway forward.

The person holding the concern is able to contact the LESNW regional office if they do not feel it is safe or appropriate to raise their concern directly.

How a matter is pursued will usually depend on wishes of the party raising the matter and the type of issue. The best way of pursuing and resolving the matter will depend on the circumstances. Usually, most concerns and conflicts are best pursued through considered and careful discussions between the participants, sometimes assisted by support persons.

At any stage either the Deputy Principal or Principal/Principal Chair may propose that an external person be engaged to facilitate conciliation or mediation. No participant is required to agree to conciliation or mediation although any proposal for mediation or conciliation should be given due consideration. They may also collectively seek formal guidance on the way forward from LESNW or a mutually agreed person.

If the concern includes allegations of misconduct or unacceptable behaviour, it is important that in resolving the concern, procedural fairness is given to the person against whom those allegations are made. It is very important in such cases to obtain expert external advice on appropriate procedures, such as the advice available from the LESNW regional office.

In situations of allegations of misconduct or unacceptable behaviour against a Deputy Principal, the essential elements of the process include:

- The allegations should be formally advised to the person in writing, as well as the possible consequences for the person if the allegations are proven, if it may result in termination of employment or other detrimental action.
- The person should be given a reasonable opportunity to respond to the allegations and make any other relevant representations.
- A meeting should occur where the person is asked questions about the allegations and given the opportunity to make representations. The person should be invited to have a support person present at the meetings and given reasonable notice of the meeting – normally at least 24 hours.
- It is only after the person has been given the opportunity to respond to the allegations and make any other representations, and after any necessary further investigations have been carried out, that an opinion should be formed on whether the allegations are proven, having regard to all information available. Consideration needs to be given to the appropriate onus of proof, having regard to the circumstances. In serious cases, external advice should be obtained as to whether an allegation should be found to be proven. It is essential that the person(s) forming a view on whether the allegations are proven remains objective throughout the process.
- Following the forming of an opinion on what occurred, consideration should then be given to what action, if any, that should be taken.
- The person should be given the opportunity to make representations about what action would be appropriate.
- In deciding what action, if any, to take careful consideration should be given to the evidence about why the situation arose, why the action occurred and the statements of the person involved.

The process for handling allegations by a Deputy Principal of misconduct or unacceptable behaviour by the Principal will vary depending on the circumstances. In all cases, LESNW should be contacted for advice.

It is important during any process, whether informal or formal, that information about the concern, conflict or grievance is only disclosed to other persons to the extent considered necessary. Additional disclosure may be detrimental to resolving the matter and may be detrimental to the long term interests of those involved.

Similarly, if the concern involves perceived underperformance, procedural fairness, and an opportunity to improve, should be given before any further detrimental action is taken.

Nothing in these guidelines restricts a Principal or a Deputy Principal from pursuing their legal rights, including to pursue a matter through external agencies, or from seeking external assistance.

Role of LESNW

The LESNW regional office is willing to provide advice, assistance and guidance to Deputy Principals and Principals to seek to resolve matters of concern, recognising that the responsibility for resolving the matter normally rests within the learning community.

It will assist the LESNW regional office to provide advice, assistance and guidance if all participants keep LESNW informed.

In providing advice, assistance and guidance, the LESNW regional office will at all times seek to act in accordance with the core values of Lutheran learning communities and the preferred workplace culture and practice. The LESNW regional office is particularly mindful of the potential personal impact on all participants, and is always willing to assist in providing support for the well-being of Deputy Principals, regardless of the circumstances.

The LESNW regional office can provide a wide range of assistance and advice, including on the well-being of all involved, the basis of the concern and approaches to pursuing and resolving the matter. Where requested, the LESNW regional office may become involved in the matter, including participating in associated meetings.

The LESNW regional office will only disclose information about an issue to the extent necessary, to seek to protect the rights and interests of all involved in the matter. Consistent with this obligation, the LESNW

Executive Director will establish protocols for communication of such matters within the LESNW regional office.

Occasionally some formal processes may mean that it would be inappropriate for the LESNW to provide a full range of support to Deputy Principals or the Deputy Principal may choose to get support elsewhere. However, LESNW will remain willing to provide broad advice to the Deputy Principal and support for their well-being.

On occasion the LESNW regional office might be approached independently by both the Deputy Principal and Principal of a learning community for advice and or support in a matter of concern. In such instances the LESNW regional office will ensure that it is not compromised. If deemed necessary, external agency support may be seconded to assist either party.