



Our Lady of The Visitation School & Preschool

Preschool – Year 6

433 Victoria Road,
Taperoo SA 5017

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Private and Confidential

April 9, 2025

Our Lady of the Visitation School and Pre School
433 Victoria Rd
TAPEROO, SA 5017

Dear

1. Offer

I am pleased to offer you employment in accordance with the terms and conditions outlined in this letter of appointment.

The location of your employment will be at Our Lady of the Visitation School and Pre School Taperoo

During your appointment, your employer (CCES) reserves the right to re-assign you to perform work at any of its Diocesan Schools or Catholic Education Offices within a reasonable radius of your residential address (e.g. 20 - 25 kms), should operational needs require it. Without geographical limitation, with your explicit agreement, your employer may re-assign you to perform work at any of its schools/offices/sites. Consultation will form the basis of any such decision regarding re-assignment.

2. Appointment

You are appointed as a part-time temporary teacher.

The period of employment commences on July 21, 2025 and ends on December 12, 2025.

The reason for your employment being on a temporary basis is to provide additional teaching staff for temporary increases in enrolments at the school which have occurred after the commencement of the school year. (restricted to 12 months in total)

As such, you have no claim to an ongoing teaching position.

Upon commencement, your part-time Full-time Equivalent (FTE) will be 1.0FTE.

Your work pattern will be as follows:

Monday – Friday

A part-time temporary teacher may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine timetabling changes. The temporary teacher will not receive any additional payment for changing a day. A request to change a teaching day to another day cannot occur more than twice per term unless the temporary teacher consents to more.

Clause 59 of the Enterprise Agreement (in force or as amended or replaced) applies in the case of any temporary increase in your hours or additional teaching work (greater than your contracted hours).

The 6-month qualifying period as detailed in the *Fair Work Act 2009 (Cth)* applies to all new appointments.

You are required to perform the duties described in the attached *Position Information Document (PID)*, as well as any other duties commensurate with your skills, abilities, and experience which are assigned to you by the Principal (or delegate). This includes, but is not limited to, attending regular staff meetings, undertaking yard duties as rostered, curriculum extension activities, relief lessons and other required activities.

The Principal (or delegate) may, at their discretion, re-allocate teaching loads and other duties in the school, whereby you may be required to teach other classes and/or subjects within your skillset, competency and training.

3. Terms of the South Australian Catholic Schools Enterprise Agreement

If you accept this offer of employment, you will be entitled to the provisions of and be subject to the obligations of the *South Australian Catholic Schools Enterprise Agreement 2020 (Enterprise Agreement)* in force, or as varied or replaced from time to time, including in relation to notice on termination of employment. The terms of the Enterprise Agreement are binding on you and your employer by virtue of the *Fair Work Act 2009 (Cth)* and are not incorporated into your contract of employment.

The Enterprise Agreement is available for viewing on CESAShare.

4. Teacher Registration

This offer of employment is conditional on you being registered with the Teachers Registration Board of South Australia. Maintaining your registration with the Teachers Registration Board of South Australia is a condition of your employment.

5. Eligibility to Work

As applicable, this offer and your continued employment with the Employer is conditional upon:

- you having and maintaining your eligibility to work in Australia, including any necessary work visa(s) (proof of which may be required by your Employer);
- completion of any mandated training;
- completion of professional development relevant to your role, as requested by your Employer; and
- you hold the necessary registrations as applicable to the position.

You expressly warrant that:

- you have disclosed to your Employer in performing the duties under this contract any physical or psychological limitation on your ability to perform your position; and
- you retain the skills and necessary qualifications and registrations required to perform your position. You will pay for the cost of obtaining any mandatory certificates or registrations as required.

You understand that your Employer is relying upon these warranties and may terminate your employment without notice at any time, should it become aware that you have failed to comply with these warranties.

If at any stage during an engagement with the Employer you no longer have the right to work in Australia, a satisfactory Working With Children Check (as set out in clause 11), or no longer hold a registration required to perform your role, you must inform your Employer immediately.

6. Salary

Your salary will be in accordance with the Enterprise Agreement in force or as varied or replaced from time to time.

Your annual salary on commencement will be dependent on the experience of the successful applicant.

Your salary will be paid in fortnightly instalments by electronic funds transfer into a financial institution account nominated by you in writing.

Any payment the Employer makes to the Employee is intended to discharge the obligations imposed by any statute, award, agreement or other industrial instrument. 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 Employer's obligations under any other law or provision.

7. Superannuation

Superannuation contributions (currently 11.5% of ordinary time earnings) will be made on your behalf to a complying superannuation fund as per the requirements set down under the Superannuation Guarantee (Administration) Act 1992 (Cth) and in accordance with the Superannuation Guarantee Scheme.

Choice of Fund applies. Please ensure you nominate a super fund to enable your superannuation guarantee contributions to be made. If you do not nominate a fund and do not have a stapled fund, the employer will make superannuation contributions to NGS Super (or successor fund).

8. Teacher Workload

Workload requirements of all teachers are outlined in the Enterprise Agreement.

A part-time teacher can reasonably be expected to participate in all school-related activities on those days or part-days that they normally work at the school and such other times as are negotiated with the Principal (or delegate).

A part-time teacher can be required to attend parent-teacher interviews on the days required by the school, irrespective of the days normally worked. Teachers will be provided advance notice (minimum of 10 weeks) on the dates and approximate times. This requirement is limited to two occasions per annum.

9. Student Contact Outside of School Hours

An employee is not permitted to provide individualised support for any enrolled student or students separate to their approved workload allocation and outside of usual school hours. This includes voluntary and paid work such as tutoring, training, mentoring, or similar.

Employees are prohibited from communicating with students via any form of social networking or non-school online platforms. No communication, including via school online platforms, is permitted outside of usual school hours.

Where extenuating circumstances may exist, full and timely disclosure must be made to the Principal (or delegate) and approval received in writing.

10. Expectations of Teachers in a Catholic School

It is a condition of your employment that you have, or obtain, Accreditation to Teach in a Catholic school and that you maintain this accreditation in accordance with the Teacher Accreditation Policy (as in force or amended from time to time) A copy of this policy is enclosed.

In addition to the qualifications required for State registration, the Teacher Accreditation Policy articulates the necessary formation for teachers to be able to make a positive contribution to the fulfilment of the aims, objectives, and ethos of the Catholic school. This particularly involves a basic understanding of the philosophy of Catholic education and its

implications for curriculum and teaching, as well as an understanding of foundational concepts in theology and Scripture.

Accreditation to Teach in South Australian Catholic schools requires successful completion of the Teacher Induction Module within 12 months of commencement of employment.

Successful completion of an approved course in Catholic Studies (e.g. Graduate Certificate in Catholic Education) must occur within the first five years following commencement of your permanent appointment.

Failure to comply with the above obligations within the required timelines may impact on your ongoing employment.

11. Professional Expectations

Professional expectations of you as a teacher include but are not limited to:

- Teaching the required curriculum
- Curriculum development, preparation, assessment, record keeping and reporting (including attending parent teacher interviews)
- Student pastoral care and supervision
- Contributing to the creation and maintenance of a child safe environment
- Compliance with the Teachers Registration Board of South Australia Code of Ethics
- Meeting the Australian Professional Standard for Teachers (AITSL standards)
- Meetings and administration
- Undertaking Professional development and required training
- Co-curricular activities, excursions and school camps
- Professional collegial activities and
- Contributing to the mission of Catholic education.

12. Working with Children Clearance

Catholic Education South Australia is committed to creating and maintaining a child safe environment in which students feel safe and are safe. It is a condition of your employment that you be a person suitable to work with children and that you ensure that you maintain currency of all required (legislation and policy) training and clearances.

You should understand that this offer of employment is conditional on you providing evidence of your satisfactory Working with Children and other screening clearances. Ongoing checks at regular intervals are required throughout the duration of your employment. Failure to complete these clearances to the satisfaction of the employer and / or where the Working with Children clearance states an offence that is deemed to preclude employment in the position offered or at any time during employment, will result in frustration of your contract of employment.

You are to immediately inform the employer, for the period of your employment, if you are charged with or convicted of a criminal act at any time, excluding expiable offences. If you are granted bail in relation to a sexual offence against a child and a condition of bail is that you are not to engage in child-related work, you are obliged to immediately inform the employer of this condition. Please be advised that this may result in you being unable to perform the inherent requirements of your position and may lead to the termination of your employment.

You will comply with any legislation which sets out requirements for working with children and young people and you will support the employer in ensuring that its requirements in relation to providing a child safe environment are fulfilled.

You will be provided with a copy of the Safeguarding Children and Young People Policy and the Best Practice Guidelines. It is a requirement for all staff to attend training in Responding to Risk of Harm and Abuse and Neglect – Education and Care (RRHAN-EC).

13. Policies and Procedures

The South Australian Commission for Catholic Schools Incorporated (SACCS) develops codes, policies, procedures, and guidelines to assist with the effective management of and in schools throughout South Australia.

Your school also has policies for application (including the school handbook, as applicable).

The SACCS and school codes, policies, procedures, and guidelines are not intended to be legally binding on SACCS and the school. They are not incorporated into your contract of employment. SACCS and the school may modify, replace, or withdraw any of the policies, procedures, and guidelines at any time. SACCS and the school may apply the codes, policies, procedures, and guidelines in their discretion or may depart from any of those codes, policies, procedures, or guidelines in individual cases.

Unless explicitly directly by your employer, you must comply with all codes, policies, procedures, and guidelines of SACCS and the school, as well as any amendments that may, from time to time, be made to those documents. Compliance with these policies, procedures, and guidelines creates no right or entitlement to any benefit or condition outside of the terms of this letter of employment.

The SACCS codes, policies, procedures, and guidelines may be viewed on CESAShare.

The Principal (or delegate) or school office staff will advise of the location of the school's codes, policies, procedures, and guidelines.

It is your responsibility to familiarise yourself with current documents.

14. Code of Conduct

Employees must act in accordance with the SACCS Code of Conduct (included).

As an employee of this school you will be expected to support our aims and philosophy by your conduct and interactions with the school community and by being an example of the Christian virtues. You must also ensure that at all times you avoid injury to the religious susceptibilities of the Catholic school community and that your conduct does not have the potential to adversely affect the reputation of the school or Catholic Education SA.

15. Fitness for Work

This employment offer is made on the basis that you are fit and able to perform the inherent requirements of the position.

16. Work Health & Safety (WHS)

It is a condition of employment that you make yourself aware of and adhere to the requirements of the Work Health and Safety Act, 2012. As an employee you will be required to take all reasonable care to protect your own health and safety, as well as that of other persons with whom you come into contact in your employment. Following commencement, you will be inducted on work health and safety matters. Additionally, you will also be expected to remain current with WHS policies, procedures, guidelines, and practices and actively participate in any mandated WHS or related training within required timelines.

17. Leave

Annual leave is in accordance with the Enterprise Agreement (in force or as amended or replaced). Personal/Carer's leave is 10 days per year and leave loading is payable on 4 weeks' annual leave with pro rata entitlements for part-time employees or employees

employed for less than a full year as detailed in the Enterprise Agreement (in force or as amended or replaced).

Other leave provisions are outlined in the Enterprise Agreement (in force or as amended or replaced), or the National Employment Standards, as applicable.

18. Employment outside the School

A teacher must not undertake any other paid employment which, in the opinion of the employer, would interfere with the efficient discharge of the teacher's duties in the school, or in any way prejudice the interests of the school.

A teacher must inform the employer of any intended paid employment undertaken outside of the school.

19. Termination and Suspension

As you are employed on a temporary basis, either party may terminate the contract of hiring by providing either 2 or 4 weeks' notice in writing, depending on the reason for the temporary nature of your employment, as outlined above and as described in Clauses 61.1 and 61.3 of the Enterprise Agreement in force (or as varied or replaced). The employer will provide an additional 1 week notice for employees over 45 years of age and who have completed at least 2 years of continuous service. The employer may also make payment in lieu of notice.

Where you do not give the appropriate notice, the school may, with your agreement, which is deemed to have been given on the signing of this contract, withhold payment of any salary and allowances outstanding.

Where reasonable cause exists, the school may reduce or waive the required period of notice.

The period of notice detailed above does not apply in the case of conduct that at common law justifies instant dismissal including serious misconduct.

The employer may suspend an employee with pay where it holds serious concerns regarding potential risks to the health, safety, wellbeing and protection of students and employees, and where it reasonably believes suspension with pay may reduce or control such risks.

In addition, the employer may also suspend an employee with or without pay while considering any matter which, in the view of the employer, could lead to the employee's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the employee.

The employer may suspend an employee without pay and without consent, should the employee be unable to perform their duties for one or more of the following reasons:

- a) the teacher's registration has been suspended or cancelled with the Teachers Registration Board of South Australia (TRB); or
- a) the teacher has failed to maintain or renew their registration with the TRB; or
- b) the employee has failed to maintain or renew their Working with Children Check (WWCC) or other employer mandated or statutory screening clearances; or
- b) the employee's WWCC has been suspended, cancelled, or withdrawn by a relevant authority.

20. Conflict of Interest

You agree that during your employment you will not, without the prior written consent of the Principal (or delegate), directly or indirectly in any capacity engage in any activity or obtain any interest likely to conflict with or restrict you in performing your duties and/or discharging your responsibilities to your employer.

You have an ongoing obligation to disclose in writing all your past, current, and anticipated interests which may conflict with or restrict you in performing your duties and/or discharging your responsibilities to your employer.

21. Confidential Information

In this letter, 'Confidential Information' means all information that is of a confidential nature of which you become aware or generate in the course of, or in connection with, your employment.

You are permitted to use Confidential Information solely for the purposes of performing your duties. You must keep confidential all Confidential Information other than Confidential Information that:

- You are required to disclose in the course of performing your duties
- That is public knowledge (other than as a result of a breach of confidentiality by you); or
- That you are required by law to disclose.

Your obligations in this clause continue to apply after the cessation of your employment.

22. ICT Access and Usage

You acknowledge that in advance of the commencement of your employment, you may be provided with access to school ICT systems and that the information contained in those systems is confidential and may also contain personal information that is governed by privacy legislation. You agree that your obligations in relation to confidential information and privacy (as set out elsewhere in this agreement) specifically extend to any access provided prior to the commencement of your employment and agree to adhere to all policies and procedures relevant to confidential and personal information, in particular the ICT Acceptable use guideline.

You accept that you are not required to undertake any work-related activity before commencing in the role and that you voluntarily accept access to the school's IT systems in advance of your commencement date. Such access does not alter the commencement date as listed in this contract of employment.

23. Intellectual Property Rights

The school owns any intellectual property rights, including but not limited to teaching resources and materials that you may create as part of your teaching position at the school, unless otherwise agreed in writing.

24. Fair Work Information Statement/s and Privacy

Employers are required by the *Fair Work Act 2009* (Cth) to provide each new employee with a Fair Work Information Statement. A copy of the Statement is included for your information.

Please ensure you read the Fair Work Fixed Term Contract Information Statement.

A copy of the school's Privacy Policy and other privacy information for employees is also enclosed.

25. Return of School Property

Upon request of the Principal (or delegate) and at the conclusion of your employment, you must return any school property in your possession. This may include books, documents, files, USBs, access cards, keys, mobile telephone and computer hardware and software.

26. Entire Agreement

This letter of appointment sets out the terms and conditions of your employment and is distinct and separate to or completely replaces any existing agreements, contracts (whether

in writing or not) or letters of appointment previously entered into between you and the employer.

27. Acceptance

To accept this offer of employment as a temporary teacher, please sign below and return a fully signed copy to the school. Please retain a fully signed copy for your records.

Additionally, please provide the following documents with your acceptance:

- Documents of academic qualifications and teaching experience.
- Current South Australian Teachers Registration Board certificate.

Congratulations on your appointment. I look forward to welcoming you to our school.

Yours sincerely

Sean Perry
Principal

Enc:

Position Information Document
Teacher Accreditation Policy
Superannuation Standard Choice Form
Code of Conduct
Privacy Policy and other privacy information
Fair Work Information Statement
Fair Work Fixed Term Contract Information Statement.

NOTE: Other applicable documents may also be added and included in addition to those listed above

Acceptance of Offer of Employment

I, [Insert Employee Name], have read, understood, and accept the offer of employment as a part-time temporary teacher on the conditions stated above.

I confirm that I am fit, willing and able to perform the requirements of this position.

I acknowledge that I have received a copy of the Fair Work Information Statement and Fair Work Fixed Term Contract Information Statement.

Signature: _____

Date: _____