

**INDIVIDUAL EMPLOYMENT AGREEMENT  
FOREIGN LANGUAGE ASSISTANT**

**1. Parties**

BETWEEN the Board of Trustees of .....  
**[insert name of school]** ("the employer") a statutory body constituted pursuant to section 93 of the Education Act 1989

AND ..... ("the employee")

**2. Position**

The employee is being employed as a **French/German/Spanish** (*delete as applicable*) **Foreign Language Assistant**.

**3. Nature and term of the agreement**

This employment agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The parties agree that this is a fixed term employment agreement. This agreement will commence on .....**[insert start date]**, and will end on ..... **[insert end date]**. The employer has genuine reasons based on reasonable grounds for specifying that the employment agreement is to end at this time, namely ..... **[insert reason for fixed term agreement]**. The parties also confirm that the employee has been advised by the employer when discussing this agreement, the reasons for the employment ending in this way.

**4. Duties**

The work to be performed by the employee is set out in the attached position description. These duties may be modified and updated by the Employer from time to time following agreement with the employee. The employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the employer.

**5. Place of Work**

The parties agree that the employee shall perform their duties at .....  
..... **[insert location of school(s) where the employee will be working]**.

**6. Hours of Work**

The parties agree that the employee is being employed part time i.e. **0.6 full time equivalent**. The employee will be timetabled for 15 hours per week; 12 student-contact hours and the employee's remaining hours per week will be for preparation and administration. Timetabled hours will be worked between Monday and Friday, and the hours and days on which the employee shall work are as follows: .....**[insert details of timetabled hours and days]** except that the employee shall not be required to attend school(s) during any time when the school(s) is officially closed for instruction.

**7. Pay Rate**

**For Spanish Foreign Language Assistants** – The employee's **gross full-time** salary rate shall be \$51,339 per annum. **For French or German Foreign Language Assistants**<sup>1</sup> – The employee's **nett full-time** PAYE salary rate, excluding ACC levies, shall be \$43,887 per annum (*delete one*).

*Note: The salary rate shall be prorated, based on the full time equivalent entered in clause six of this IEA and all salary payments are subject to Accident and Compensation Corporation (ACC) employee levies.*

The salary shall be paid from ..... **[insert start date]** in the first available pay period, by direct credit to the employee's nominated New Zealand bank account. The employee shall be entitled to be paid during any periods when the school is closed for instruction during the term of this employment agreement.

---

<sup>1</sup> Subject to the provision of an IR23 certificate issued by the NZ Inland Revenue Department. If no IR23 is supplied by the employee the full-time salary rate shall be the gross rate of \$51,339 per annum.

## **8. Holidays and Leave**

### **8.1 Public holidays**

The following days shall be observed as public holidays and paid in accordance with the provisions of the Holidays Act 2003 if they fall on an otherwise working day for the employee:

Christmas Day	Boxing Day	New Years Day
The day after New Years Day	Waitangi Day	Good Friday
Easter Monday	ANZAC Day	Sovereign's Birthday
Labour Day	Anniversary Day (as observed in the locality concerned).	

If the employee is required by the employer to work on a public holiday, he/she shall be entitled to be paid for the time actually worked at the rate of time and a half of their relevant daily pay. If the day is an otherwise working day for the employee the employee will be also entitled to an alternative holiday in accordance with the Holidays Act 2003.

### **8.2 Annual Leave**

The employee shall be entitled to four weeks annual leave in accordance with the Holidays Act 2003 to be taken, during the term of this agreement, in those periods when the school is closed for instruction.

### **8.3 Sick Leave**

The Employee shall be entitled to five (5) days sick leave per annum during the term of this agreement. Sick leave can be taken where the employee is sick or where the employee's spouse or a person who is dependent on the employee is sick or injured.

### **8.4 Bereavement/Tangihanga Leave**

The employee is entitled to paid bereavement leave of up to three days in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse. The employee is entitled to one days paid bereavement leave if the employer considers the employee has suffered a bereavement through the death of another person.

## **9. Termination of Employment/Notice**

The employer may terminate this agreement for cause, by providing **one month** notice in writing to the employee. Likewise the employee is required to give **one month** notice of resignation. The employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

### **9.1 Serious Misconduct**

Notwithstanding any other provision in this agreement, the employer may terminate this agreement summarily and without notice for serious misconduct on the part of the employee. Serious misconduct includes, but is not limited to:

- (a) abuse of a child, whether or not that child is a student at the school
- (b) disclosing personal information about an individual student or students without the appropriate authority
- (c) being under the influence of alcohol or illegal drugs while at work
- (d) being convicted of any offence that may affect the Employee's ongoing suitability for employment
- (e) theft
- (f) dishonesty
- (g) harassment or bullying of a work colleague or student
- (h) serious or repeated failure to follow a reasonable instruction
- (i) deliberate destruction of any property belonging to the Employer,
- (j) actions which seriously damage or have the potential to seriously damage the Employer's reputation.

### **9.2 Suspension**

In the event the employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the employee, and considering the employee's views, suspend the employee on pay whilst the investigation is carried out.

## **10. Resolving Employment Relationship Problems**

If any employment issues arise, they should be raised with the employer as soon as possible so that they can be resolved. You can contact Employment Relations Infoline (<http://www.ers.dol.govt.nz>) who may provide information or, if the matter is not resolved, either party can seek assistance from the Department of Labour's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

Note: If the issue is a personal grievance, the employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the employer or where the Employment Relations Authority grants an extension of time. (A personal grievance may arise where an employee believes he or she has been unfairly treated or unjustifiably dismissed.)

**11. Employment Protection and Restructuring**

In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments. The employee shall not be entitled to redundancy compensation in the event that the employee's employment is terminated due to redundancy.

Where the employee's position of employment is redundant by reason of the sale or outsourcing or merger or transfer of any part of the employer's business or operations, the employee shall not be entitled to redundancy compensation if they are offered similar employment by the purchaser, transferee or merged entity, on terms of employment which are no less favourable than the employee's terms of employment at the time of the sale or outsourcing.

**11. Variation of Agreement**

The parties may vary this agreement, provided that concurrence has been received from the Secretary for Education and that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

The employee acknowledges he/she has had a reasonable opportunity to seek independent advice.

SIGNED by ..... (Employee) on ..... [date]

SIGNED for and on behalf of the above named Board of Trustees by

..... [signature]

..... [print name and position]

..... [date] ..... [school number]

## NOTES FOR BOARDS OF TRUSTEES

**(NB: these notes do not form part of the Individual Employment Agreement)**

### INDIVIDUAL EMPLOYMENT AGREEMENT FOREIGN LANGUAGE ASSISTANTS

- The parties to the Individual Employment Agreement are intended to be the host school board of trustees (“the employer”) and the foreign language assistant (“the employee”).
- Start and end dates, along with a genuine reason for specifying the end of the agreement, **must** be stated in part three of this agreement.
- The start date cannot be prior to the commencement of the 2016 school year.
- A position description, outlining the duties to be performed must be attached to the employment agreement.
- Place of work – if the assistant has been assigned to work at more than one school, **all** the locations must be entered.
- Hours of work – the assistant is employed 0.6 full time equivalent. The assistant will be will be timetabled for 15 hours per week; 12 student-contact hours and the remaining hours per week will be for preparation and administration. Where the assistant is working in more than one location the timetabled hours must be listed for each location.
- All salary payments are subject to Accident and Compensation Corporation employee levies.
- **Spanish Foreign Language Assistants** are subject to the payment of PAYE as per the IRD provisions. The annual rate entered in part seven of this IEA should be the **gross** full time rate of **\$51,339** (the salary rate shall be prorated, based on the full time equivalent entered in part six of this IEA). Assistants must apply for a IRD number which must be provided to your payroll service centre.
- **French and German Foreign Language Assistants** may be exempt from the payment of PAYE under a double taxation agreement held with France and Germany. Assistants must apply for a IRD number to obtain a special tax code certificate, an IR23 – a copy of this must be provided to your payroll service centre. The certificate will be issued for the tax year<sup>2</sup> in which it is sought. Therefore, depending on the term of the agreement the Assistant may need to provide more than one certificate (i.e. one from January to 31 March and then another from 1 April) Where the Assistant has obtained an IR23 certificate, with a nil PAYE rate, the annual rate entered in part seven of this IEA shall be the **nett full time PAYE rate** (excluding ACC levies) of **\$43,887**. The salary rate shall be prorated, based on the full time equivalent entered in part six of this IEA. Where the Assistant has **not** obtained an IR23 certificate with a nil PAYE rate the annual rate entered in part seven of this IEA shall be the **gross full time** rate of **\$51,339** (the salary rate shall be prorated, based on the full time equivalent entered in part six of this IEA).
- Note the leave provisions in part eight of this agreement and ensure your payroll service centre is advised of all leave taken during the term of this agreement.

---

<sup>2</sup> the New Zealand tax year is 1 April to the following 31 March