

## INDIVIDUAL EMPLOYMENT AGREEMENT INTERNATIONAL LANGUAGE ASSISTANT

### 1. Parties

BETWEEN the Board of **[insert name of school]** ("the employer")

AND **[insert name of language assistant]** ("the employee")

### 2. Position

The employee is being employed as a **[insert language]** 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 - note this cannot be prior to the commencement of the 2023 school year]**, 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 that the role is only funded for this period by the Ministry of Education under the Tui Tuia Work Exchange Scheme. The Tui Tuia Work Exchange Scheme includes three overseas guarantors namely, CIEP - Ministry of Education, France; Ministry of Education – Spain; and Pädagogischer Austauschdienst – Germany. 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 Appendix A. 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 school(s) and hours where the employee will be working]**.

### 6. Hours of Work

The employee is being employed part time. The employee will work for **[insert total]** hours per week; made up of **[insert hours]** timetabled contact hours and **[insert hours]** hours 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 above 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

**[Note: This paragraph is used for Spanish Foreign Language Assistants – delete paragraph if employee is a French or German FLA]** The employee's gross full-time salary rate shall be **[insert pro-rated salary, eg 1 FTE is \$56,472.90 per annum, so 0.75 FTE will be \$42,354.68]** per annum.

**[Note: This paragraph is used for French or German Foreign Language Assistants – delete paragraph if employee is a Spanish FLA]** The employee's nett PAYE salary rate, excluding ACC levies, shall be **[insert pro-rated salary, eg 1 FTE is \$46,511.30 per annum, so 0.5 FTE would be \$23,255.65]** per annum. This is subject to the provision of an IR23 certificate issued by the NZ Inland Revenue Department. If no IR23 is supplied by the employee, their salary rate shall be the gross rate of **[insert pro-rated salary]** per annum.

*Note: all salary payments are subject to Accident and Compensation Corporation (ACC) employee levies.*

The employee's salary compensates them for all hours worked.

The salary will be paid, starting in the first available pay period from the start date as detailed in clause 3, by fortnightly direct credit to the employee's nominated New Zealand bank account.

The employee is entitled to be paid during any periods when the school is closed for instruction during the term of this employment agreement.

## **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 Year's Day
The day after New Year's Day	Waitangi Day	Good Friday
Easter Monday	ANZAC Day	Sovereign's Birthday
Labour Day	Matariki	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 annual leave in accordance with the Holidays Act 2003, to be taken in those periods when the school is closed for instruction.

### **8.3 Sick Leave**

The Employee shall be entitled to ten (10) 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, partner, 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 (including by miscarriage or still birth), 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, if there is good reason and they follow a fair process, 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 New Zealand <https://www.employment.govt.nz/> who may provide information or, if the matter is not resolved, either party can seek assistance from the Ministry of Business, Innovation and Employment 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**

This clause applies in the event that the employer proposes to restructure (as defined in section 69OI of the Employment Relations Act 2000), and the work the employee performs may or will be performed for or by a new employer.

The employer will start talks as soon as they can with the new employer about the impact of the restructuring on the employee. This will include negotiating whether the employee can transfer to the new employer, and if so, whether this will be on the same terms and conditions.

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.

## **11. Variation of Agreement**

The parties may vary this agreement, provided that prior 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.

## **12. Employee Acknowledgement**

The employee acknowledges that:

- (a) they are, and will remain, able to work legally in New Zealand for the term of this agreement
- (b) they have been advised of their right to take independent advice on the terms of this Agreement, and that they can find information on their entitlements under the Holidays Act 2003, and on other minimum entitlements, can be found at <https://www.employment.govt.nz/>
- (c) they have been provided with a reasonable opportunity to take independent advice
- (d) the information they have given is true and correct to the best of their knowledge and belief and they have not left out anything that could affect the decision to employ them.
- (e) they have read and understood these terms of employment and their implications, and
- (f) they agree to be bound by this Agreement and the Employer's policies and procedures as implemented (and varied) by the Employer from time to time.

SIGNED by:

**[insert employee full name].** (Employee) on **[insert date].**

SIGNED for and on behalf of the above named Board by

.....

[insert full name and position]

[insert date].....

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## Appendix A-Contract Specific Role Definition

### Position Title

International Language Assistant

The role of the Language Assistant is to assist the New Zealand language teacher to deliver the New Zealand curriculum, particularly the Learning Languages essential learning area, aiming to improve student achievement in the target language and culture.

As a result of support from Language Assistants, schools, leaders and teachers will:

- a) establish school goals and identify achievement targets that will contribute to achieving in languages
- b) recognise the importance of a learner's identity, language and culture in access, engagement and success in schooling that result in improved student outcomes and in particular the influence of language in improving student outcomes

Schools, leaders and teachers will be able to demonstrate evidence of the following language learning outcomes:

- a) increase in the use of the target language in schools
- b) increase in confidence in oral and/or written interactions
- c) improved knowledge and understanding of the language
- d) improved knowledge and understanding of culture
- e) improved knowledge and understanding of intercultural language teaching

### Responsibilities and Accountabilities

The Language Assistant will primarily support the classroom teacher by:

- communicating in the target language with teachers and students
- preparing sustainable resources to suit department and school planning
- sourcing and sharing relevant language and cultural information with teachers and students
- working with individuals or small groups as structured by the classroom teacher
- assisting the classroom teacher with their language and cultural knowledge