**Guide for letters of employment for fixed term principals**

* All appointees must receive a letter of offer of employment to sign and return to the employer who should then provide a copy to the employee. We advise using the following NZSTA template.
* The NZSTA template meets all of the legal requirements. Other than editing, where there are options to choose from (such as full or part time) or there is no code of conduct to provide, there should be no removal of sub headed paragraphs.
* The fixed term offer of employment must have an end date or state how it will end. As per section 66 of the Employment Relation Act: An employee and an employer may agree that the employment of the employee will end—

a. at the close of a specified date or period; or

b. on the occurrence of a specified event; or

c. at the conclusion of a specified project. (e.g. external funding ceased).

It must also include a genuine reason, based on reasonable grounds, examples are included in this template. More information can be found on our [fixed term appointments](https://www.nzsta.org.nz/advice-and-support/employment/recruitment-and-induction/fixed-term-appointments/) web page.

**Failure to provide a genuine reason in writing could result in a legal challenge. Please contact 0800 782 435 (Option 2) to discuss if your reason is both genuine and based on reasonable grounds.**

* The employer must appoint only once all [safety checks](https://www.nzsta.org.nz/advice-and-support/employment/recruitment-and-induction/safety-checks/) under the Vulnerable Children Act 2014 have been completed as listed below:
  1. Before this letter of offer of employment is given to the future appointee:
* Identity confirmation [s5 (VCA regulations)](http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482207.html)
* Other information [s7 (VCA regulations)](http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482262.html): Interview, reference checks, etc.
  1. After this letter of offer of employment is returned to the employer:
* Police vetting [s6 (VCA regulations)](http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482216.html)
* Risk assessment [s8 (VCA regulations)](http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482209.html)

**Note:** If the appointee holds a current practicing certificate from the Education Council police vetting by the employer is not required.

* You are welcome to send the final draft to the NZSTA Advisory and Support Centre for review: [eradvice@nzsta.org.nz](mailto:eradvice@nzsta.org.nz).
* The offer of employment can only be made and co-signed by a person with the delegated authority to do so e.g. principal/board chairperson.
* More detailed advice is available on [recruitment & induction](https://www.nzsta.org.nz/advice-and-support/employment/recruitment-and-induction) on the NZSTA website.
* We recommend that you remind staff of the ending of their fixed-term a month before the stated expiry date.

***Please delete these guidelines before providing the offer of employment.***

[Date]

**Confidential**

[Employee]

[Address 1]

Dear [Name],

**Offer of Employment: Principal - Fixed Term – Emergency Staffing Scheme**

The [school name] Board of Trustees is pleased to offer you appointment to the position of fixed term principal.

***Either*** commencing on [date] and ending on [date]. A job description is attached.

***Or***  commencing on the [date] and ending on the occurrence of a specified event as outlined below. A job description is attached.

This offer supersedes any previous negotiations, communications and commitments whether written or oral.

Your salary will be in accordance with the Choose an item (CA) as assessed by the Salary Assessment Unit of the Ministry of Education.

Your hours of work will be as set out in the CA.

***If you accept this position, please note that it is for a fixed term.***

***Either (specific start and end date)***

The reason for your employment being of a fixed term nature and not permanent is because you are being employed through the Emergency Staffing Scheme as indicated in your agreement with NZSTA.

***Or (specified event)***

The end date of this appointment will be either [date] or at the date when a new permanent appointee can take up the position whichever is the earlier. You will be given at least one month’s notice in the event of the latter specified event occurring.

**Further engagement**

At or before the expiry of this period of employment, we may enter into a subsequent employment agreement by agreement. Nothing in this or any preceding correspondence, however, should be interpreted or understood to provide any expectation that this agreement will be renewed, or that any subsequent agreement will be entered into.

Furthermore, no assurance or arrangement for any renewal or subsequent agreement shall bind either of us unless such assurance or arrangement is in writing signed by both parties.

**Terms and Conditions of Employment**

The work to be undertaken is covered by this offer of employment and the CA, a copy of which is available at [www.education.govt.nz](http://www.education.govt.nz/school/running-a-school/employing-and-managing-staff/collective-agreements/).

The terms and conditions of the CA:

* Will apply to you directly from the date of the appointment if you are a member of Choose union “the union”.
* Will apply to you directly upon the date of joining the union.

Joining this or any other union is your choice. If you choose to join the union, the CA will apply directly to you as long as you remain a union member.

If you are not a union member nor wish to join the union, the terms and conditions of your employment are those of the CA with the necessary modifications applicable to a teacher’s Individual Employment Agreement (IEA) promulgated by the Ministry of Education.

A copy of this IEA is available at [www.education.govt.nz](http://www.education.govt.nz/school/running-a-school/employing-and-managing-staff/individual-employment-agreements/).

**Practising Certificate**

The board may only appoint a Principal who has a current practising certificate issued by the Education Council. This offer is made on the basis that you have the appropriate certificate and it is produced to the board. The offer of employment is conditional until such time as that occurs. Continued employment is contingent on you maintaining a current practising certificate.

**Code of Conduct [if applicable]**

Attached you will find a copy of the code of conduct which outlines the minimum standards of conduct and behaviour expected of you as the board’s employee. Please sign and return the acknowledgement of receipt of the code of conduct.

**Retirement Saving**

You will be automatically enrolled into KiwiSaver if you are between 18 - 64 years of age and employed for more than 28 days. If you are already in KiwiSaver your current options will continue. Further information, including options for opting out is available on the following websites: [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz) and [www.novopay.govt.nz](https://www.novopay.govt.nz/default.aspx).

**Confirmation**

We encourage you to take the opportunity to seek independent advice on this offer of fixed term employment.

Please sign and return this offer of employment within [3 to 5 working days]. If you are not a member of the union, an IEA and information on dealing with [employment relationship problems](https://www.nzsta.org.nz/assets/Recruitment-and-induction/Forms-and-templates/resolving-employment-relationship-problems.docx), will be provided on receipt of your acceptance.

We look forward to having you join our staff. If you have any queries, please do not hesitate to contact me.

Yours sincerely,

[Name]

Chairperson

[School name] Board of Trustees

**Acceptance**

I am pleased to accept the fixed term position of principal at [school name] on the basis of the offer made in this letter [and I have attached the acknowledgement of receipt of the code of conduct].

I confirm I have had the opportunity to seek appropriate independent advice.

I am/am not a member of the union (please circle as appropriate).

I would/would not (please circle as appropriate) like to receive information on the KiwiSaver Scheme.

**Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**