

Individual Employment Agreement (Primary School Principal – NZEI)

BETWEEN

the Board of

[name of school]

(“the Employer”)

AND

(the “Employee” or “You”)

The Employer appoints you to OR continues your employment [tick one]
in the role of principal of

[name of school]

Position Description

The work you are to perform is set out in the existing attached position description.

[tick one and note that “existing” is not an option for a new employee]

Remuneration

You are entitled to remuneration set out in Part 5 of the Primary Principals’ (NZEI) Collective Agreement 2025-2028 (“PPCA-NZEI”). Your salary shall be the rate payable for the U-grade of the school as advised in the entitlement notice from the Ministry of Education.

Other terms and conditions of employment

Your other terms and conditions of employment are those of the PPCA-NZEI with all the necessary modifications applicable to an individual employment agreement for a Primary School Principal, plus any additional terms and conditions to which concurrence has previously been sought and granted in terms of Circular 2020/10.

The parties acknowledge that if they wish to vary this individual employment agreement, the Employer will need to obtain prior concurrence from the Ministry of Education.

The PPCA-NZEI is available on the Ministry of Education's website: <http://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/primary-principals-collective-and-individual-employment-agreements>.

Appendix 3 of the PPCA-NZEI contains a plain language explanation of the services available for the resolution of employment relationship problems. You can also find further information at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

You can obtain information about your entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment, including at www.employment.govt.nz.

Effective Date: The terms and conditions in this IEA are effective from the date on which it has been signed by both parties.

In signing this agreement the Employer and the Employee agree that the terms and conditions of employment set out in this individual employment agreement replace all previous arrangements and understandings, except those to which concurrence had previously been sought and granted in terms of Circular 2020/10.

The Employee acknowledges they have had reasonable opportunity to seek independent advice.

SIGNED by (Employee) on [date]

SIGNED for and on behalf of the above [date]
named Board by

[print name] and [position]

[school number]

Reminder for School Boards

(NB: this reminder does not form part of the IEA)

INDIVIDUAL EMPLOYMENT AGREEMENT - PRIMARY PRINCIPALS

The following material contains information for school boards and principals. It does not form part of the principal's terms and conditions.

Prospective/New Employees

In offering the promulgated Individual Employment Agreements to new employees, boards are required to meet their obligations under the Employment Relations Act 2000. Set out below is a guide to the obligations in relation to new employees, but Boards should also seek advice from NZSBA or their preferred legal advisor.

Where a collective agreement is in force

- There are two collective agreements that cover the work of primary school principals: one with NZEI Te Riu Roa (NZEI), and one with the Primary Principals' Collective Bargaining Union (PPCBU).
- If you employ a new primary principal and they are or become a member of:
 - NZEI, they will be bound by the NZEI collective agreement (PPCA - NZEI)
 - PPCBU, they will be bound by the PPCBU collective agreement (PPCA - PPCBU).
- If the primary principal is a member of **both** NZEI and PPCBU they will be bound by the PPCA-NZEI.
- New primary principals who are not members of either union should be offered both the NZEI IEA and the PPCBU IEA. Note that if the parties wish to vary either promulgated individual employment agreement the school board will need to obtain **prior concurrence from the Ministry**.
- At the time the new primary principal enters into an individual employment agreement they must be advised that:
 - they are entitled to seek independent advice about the proposed employment agreement. The board must also consider any issues that the employee raises and respond to them.

- the collective agreements exist and cover the work to be done by the employee (collective agreements are available at: <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/primary-principals-collective-and-individual-employment-agreements>).
- the employee may join either union, and how they can contact the unions
- if they join one of the unions, they will be bound by the collective agreement that union is party to, and
- As the employer, the school board must give the principal:
 - a copy of the collective agreements (they are available at: <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/primary-principals-collective-and-individual-employment-agreements>).
 - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them.
- If the employee agrees, the school board must inform NZEI and/or PPCBU as soon as practicable that the employee has entered into an individual employment agreement with the board.

Where a collective agreement is not in force

- Before agreeing to the individual employment agreement and before the employee commences work, the employee must be advised that they are entitled to seek independent advice about the agreement offered.

- The employer must give the employee:
 - a copy of the individual employment agreement being offered, and
 - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them.
- If the parties wish to vary the promulgated individual employment agreement the school board will need to **obtain prior** concurrence from the Ministry. Note that the principal must be informed that they are entitled to seek independent advice about any variation to the promulgated agreement that is offered.