

# Individual Employment Agreement Kaiārahi i te Reo and Therapists

---

## BETWEEN

the School Board of

[name of school]

("the Employer")

## AND

[the Employee]

("the Employee")

---

Except as outlined in this Individual Employment Agreement (IEA), the Employee's terms and conditions of employment under this agreement are those terms and conditions of the Kaiārahi i te Reo and Therapists' Collective Agreement 2026-2028 (KRCA), with all the necessary modifications applicable to an individual employment agreement for these staff.

A copy of the KRCA is attached ([available on the Ministry of Education website](#)).

---

## Position

The Employer appoints / continues the employment of [tick one]

the Employee as a [job title],

working at [place of work]

---

## Position Description

The work to be performed by the Employee is set out in the existing / attached [tick one and note that "existing" is not an option for a new employee] position description.

---

## Days and Hours of Work

The Employee is employed [tick the appropriate box in both lines below]:

→ full-year (52 weeks): full-time part-time OR

→ term-time only (fewer than 52 weeks): OR

→ as a casual employee:

**Note:** "full-time", "part-time", "term-time only", and "casual" are defined in clause 2.5 of the KRCA.

---

### For full-year or term-time only employees only (i.e. not casual)

The Employee's days, hours (and which weeks if term-time only) of work will normally be:

If the Employee is term-time only, they will normally work \_\_\_\_\_ weeks per year

[insert number of weeks and leave blank if the Employee is employed full-year]

---

#### Pay

The Employee's current pay grade and step (if appropriate) are

[grade]

[step]

and the Employee's salary / hourly rate [tick one] shall commence under this agreement at

\$

*Please note that the new pay rates may not be processed by Education Payroll until 23 June 2026, so the Employee will receive backpay if they are entitled to a payrise that is effective before then.*

---

#### Resolving Employment Relationship Problems and Information about Holidays Act entitlements

Part 12 of the KRCA includes a plain language explanation of the services available for resolving employment relationship problems. Further information can also be found at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

Information about an employee's entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment, including at [www.employment.govt.nz](http://www.employment.govt.nz).

---

#### Pay Equity

If the Employee is employed as a Kaiārahi i te Reo or an occupational therapist, physiotherapist, or music therapist, and is registered (or eligible for registration), or eligible for membership of the relevant regulatory body then the Employee's work is covered by a pay equity claim settlement in accordance with the Equal Pay Act 1972.

The pay equity claim settlement for:

- **Kaiārahi i te Reo** can be found here: [Kaiārahi i te reo Pay Equity Claim - Ministry of Education](#)
- **Therapists** can be found here: [Therapists' Pay Equity Claim - Ministry of Education](#)

The Employee has been offered the benefit of the relevant settlement, which is incorporated into the KRCA. As the Employee's terms and conditions of employment include the benefits of the relevant pay equity claim settlement, the Employee understands and acknowledges that they are barred from raising their own claim in relation to pay equity in accordance with sections 2B and 13E(6) of the Equal Pay Act 1972.

---

**Effective Date**

Notwithstanding anything to the contrary in the KRCA and except where expressly indicated otherwise in this IEA, the terms and conditions in this IEA are effective from the date on which it has been signed by both parties.

**Note:** *this date cannot be sooner than the date this Agreement was promulgated.*

**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.**

The Employee acknowledges that they understand they are entitled to seek independent advice about this IEA and confirms that they have had a reasonable opportunity to seek independent advice.

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

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

[print name] and [position]

[school number]

# Reminder for School Boards

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

---

## INDIVIDUAL EMPLOYMENT AGREEMENT – KAIĀRAHI I TE REO AND THERAPISTS

### **New employees –**

#### **where a collective agreement is in force**

- New employees who are or become members of NZEI Te Riu Roa (the union) and who perform the work covered by the Kaiārahi i te Reo and Therapists' Collective Agreement (the collective agreement) will be bound by that collective agreement.
- New employees who are not members of the union and who perform the work covered by the collective agreement must be offered the promulgated individual employment agreement. If the parties wish to vary the promulgated individual employment agreement they will require **prior concurrence** from the Ministry.
- 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 proposed employment agreement
  - the collective agreement exists and covers the work to be done by the employee
  - the employee may join the union, and how they can contact the union, and
  - if the employee joins the union, they will be bound by the collective agreement.
- The employer must give the employee:
  - a copy of the collective agreement (it is available at <https://www.education.govt.nz/education-professionals/schools-year-0-13/people-and-employment/kaiarahi-i-te-reo-and-therapists-collective-and-individual-agreements>).
  - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them, and

- If the employee agrees, the employer must inform the union as soon as practicable that the employee has entered into an individual employment agreement with the board.

### **New employees –**

#### **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 they will **require prior concurrence** from the Ministry.