**Guidance on using fixed-term letters of appointment (REMOVE THIS PAGE BEFORE USING LETTER OF APPOINTMENT)**

This letter of appointment is a template that will need to be amended before it can be used. When amending the letter, it is important that you heed the legal requirements for fixed-term employment agreements.

*Legal requirements*

A fixed-term employment agreement will only be lawful and enforceable if the employer:

* 1. Has genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  2. Has advised the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

The reason for the fixed-term, and when or how the employment relationship will end need to be recorded in writing in the letter of appointment (which forms part of the employee’s terms and conditions of employment). The letter of appointment should always be presented to and signed by the prospective employee before they begin their employment.

Where these requirements are not complied with, the fixed-term will be invalid. The employee will be considered permanent and the employer will not be able to rely on the fixed-term to end the employment relationship.

*What is a genuine reason based on reasonable grounds?*

What constitutes a genuine reason based on reasonable grounds for employing someone on a fixed-term agreement will vary depending on the circumstances. The Employment Relations Act however states that the following will not be genuine reasons for fixed-term contracts:

* 1. To exclude or limit the rights of an employee under the Employment Relations Act;
  2. To establish the suitability of the employee for permanent employment;
  3. To exclude or limit the rights of an employee under the Holidays Act 2003.

Reasons for employing someone on a fixed-term agreement that may be genuine and reasonable include:

1. The position is funded by a third party for a limited time and purpose (i.e. engaging a teacher aide to provide support services to specific students with special learning needs);
2. The role is only required to prepare a specific course; or
3. A temporary replacement is needed to cover the absence of another employee (i.e. maternity leave or sabbatical).

*How can a fixed-term employment relationship end?*

There are three ways that a fixed-term employment relationship can end:

1. The close of a specified date or period;
2. The occurrence of a specified event; or
3. The conclusion of a specified project.

If you are unsure about how to correctly use this fixed term letter of appointment, please contact the New Zealand Catholic Education Office.

|  |
| --- |
| **Letter of Appointment – Fixed-Term Position [     *Name of School*     ]**  **Section 65 Private Schools Conditional Integration Act 1975**  **Religious Instruction appropriate to Special Character of the School**  **PRINCIPAL** |

***[Date]***

***[Name & Address of Applicant]***

**Dear**

# letter of appointment – OFFER OF the position OF PrINCIPAL AT [*Name of school*     ] ("*School*")

## **Appointment**: It is with pleasure that I offer you on behalf of **[*Name of Board of Trustees*]** ("**Board"**), the following Position at the School as advertised in the **Education Gazette** of **[         *Date*         ]**:

### **Position: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

### **Subjects: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

### **Starting Date: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

## This offer of the Position supersedes any previous negotiations, communications and commitments whether written or oral.

## **Duties:** Your duties are set out in **schedule one** of this letter of appointment.

## **Fixed-term position**: This is a fixed-term position and your employment will end on **[\_\_\_\_\_insert date or way** **that employment will end \_\_\_\_\_\_\_\_\_\_\_\_\_]**.The reason for the fixed term is **[\_\_\_\_\_\_\_insert reason for fixed-term \_\_\_\_\_\_\_\_\_\_\_\_\_\_]**.

## **Special Position**: The Position as advertised, requires that a willingness and ability to take part in Religious instruction appropriate to the "**Special Character**" of the School shall be a condition of appointment, as provided in section 65 of the Private Schools Conditional Integration Act 1975, and in the School’s Integration Agreement, which specifies that the person appointed principal “accept and recognise a responsibility to maintain and preserve the Special Character of the school.” The principal therefore must be able to assume leadership of the religious aspects of the school and be a suitable role model for staff, students and parents in a Catholic School. On your acceptance of the Position, these conditions of appointment shall be incorporated as part of your "Terms and Conditions of Employment". A definition of “Religious Instruction” is provided at **schedule three** of this letter of appointment.

## **Education with a Special Character**: One of your duties is to support and uphold the School's "Special Character". The School’s “Special Character” is defined in its Integration Agreement. **Schedule two** of this letter of appointment provides an overview of the School’s “Special Character” and the expectations for staff.

## **Handbook:** To the extent that it applies to staff, you are expected to comply with the Handbook for Boards of Trustees, Principals and Staff of New Zealand Catholic Integrated Schools (“the Handbook”). The Handbook can be downloaded from:

## <http://www.nzceo.catholic.org.nz/media/resources/BoT-handbook-2013.pdf>

# TERMS AND CONDITIONS OF EMPLOYMENT

## The Terms and Conditions of Employment are covered by the **[INSERT APPLICABLE UNION]** (“**the Union”**) current **[INSERT APPLICABLE COLLECTIVE EMPLOYMENT AGREEMENT]** ("**the** **Collective Agreement**"). The Collective Agreement covers the work that you will undertake and applies to employees who are or become members of the Union. If you are already a member of the Union, the Collective Agreement applies to you from the date of appointment.

## If you are not a member of the Union, you have the option of joining the Union and being covered by the terms and conditions of the Collective Agreement. If you wish to join the Union you should contact the Chair of the Local Branch.

## Joining the Union or any other union is your choice. If you choose to join the Union the Collective Agreement will apply to you as long as you remain a Union member.

## If you do not wish to join the Union, your conditions for the first 30 days of your employment will be those in the Collective Agreement in accordance with Section 63 of the Employment Relations Act 2000. After the 30 day period, if you have not joined the Union, your terms of employment will continue unaltered, and you will be provided with and covered by an Individual Employment Agreement. If you are not a member of the Union, and you agree to my doing so, I am required to inform the Union promptly after you have started work. Please advise me, either directly or on the acceptance form, whether you consent to the Union being informed that you have started work at this School.

## You can find a copy of the Collective Agreement or the applicable Individual Employment Agreement at:

## <http://www.minedu.govt.nz/NZEducation/EducationPolicies/SchoolEmployment/Employers/EmploymentAgreements.aspx>

# Practising Certificate/Limited Authority to Teach

## The Board of the School may only appoint a teacher who has a current Practising Certificate issued by the Teachers Council. This offer is made on the basis that you have the appropriate certificate and it is produced to the Board.

## The offer of appointment is conditional until such time as that occurs. It is therefore a requirement that **you enclose a photocopy of your Practising Certificate with your acceptance of this Letter of Appointment**.

## Continued employment is contingent on your maintaining a current Practising Certificate issued by the Teachers Council.

# Confirmation of acceptance

## **Please sign and return the enclosed copy of this Letter of Appointment acknowledging your acceptance of the Position**. If you are not a member of the Union, upon receipt of your confirmation of acceptance you will be provided with and required to sign an Individual Employment Agreement.

## We look forward to having you join the staff of the School. If you have any questions please do not hesitate to contact me.

**Yours sincerely**

**Chair**

**SCHEDULE ONE – POSITION DESCRIPTION – FIXED TERM EMPLOYMENT**

*[For guidance in putting together a position description, please see appendix 14 of the Handbook]*

# Title:

# STATUS:

# sALARY RANGE:

# THE SCHOOL:

# PURPOSE:

# REQUIREMENTS:

## The Position as advertised, requires that a willingness and ability to take part in Religious instruction appropriate to the "**Special Character**" of the School shall be a condition of appointment, as provided in section 65 of the Private Schools Conditional Integration Act 1975, and in the school’s Integration Agreement, which specifies that the person appointed principal “accept and recognise a responsibility to maintain and preserve the Special Character of the school.” The principal therefore must be able to assume leadership of the religious aspects of the school and be a suitable role model for staff, students and parents in a Catholic School. A definition of “Religious Instruction” is provided at **schedule three** of this letter of appointment.

# education with a special chAracter: The appointee shall support and uphold the school’s “special character” as defined in the school’s integration agreement and meet the expectations outlined in schedule two of the letter of appointment and appendix 15 of the Handbook for Boards of Trustees, Principals and Staff of New Zealand Catholic Integrated Schools.

# WORKING RELATIONSHIPS:

# eXTENT OF AUTHORITY:

### FINANCIAL

### STAFF/STUDENTS

### PROPERTY

# results:

# Key Tasks:

**SCHEDULE TWO - THE SPECIAL CHARACTER OF A CATHOLIC SCHOOL**

**EXPECTATIONS FOR STAFF EMPLOYED IN A CATHOLIC SCHOOL**

1. This statement is to be read in association with the School Charter, a copy of which is available from the school.
2. The Catholic Church has developed an international network of schools because it believes the Church has a pivotal single intention: “that God’s kingdom may come, and that the salvation of the whole human race may come to pass.” (Gaudium et Spes, 45a: Second Vatican Council.)
3. The Special Character of a Catholic school is defined in the school’s Integration Agreement as follows:

‘The school is a Roman Catholic School in which the whole school community, through the general school programme and in its religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese.’

* 1. Most schools also have a particular charism, which may be specified in the school’s Integration Agreement.

1. A person applying for a position in a Catholic school needs to understand the commitment this involves.
   1. All staff, whether Catholic or not, are part of the whole school community. Each staff member is therefore expected to use his or her specific strengths and skills to support the mission of the school.
   2. A Catholic school shares the mission of the Church by developing students with knowledge, faith and values, all of which are in harmony. It is expected that teaching will be infused with a Catholic world view.
   3. The curriculum and specific subjects are taught for their own value and with their own objectives. Seeking truth, wherever it is found, is fundamental to a Catholic school.
   4. The Religious Education programme is an integral part of the curriculum. The principles, truths and ethics of this programme permeate the whole life of the school. The students are taught that:

* God is creator
* Jesus Christ is God-made-man
* Humankind’s ultimate goal is heaven
* Authority to teach and interpret God’s revelation was entrusted to the Church by Christ, and is exercised by the Pope and Bishops.
  1. The school as a whole subscribes to the Apostles’ Creed which is the oldest of the formulas used by the Christians to express their faith. It accepts the two-fold commandment of Christ, love of God and neighbour and the other values expressed by Christ as norms for living. The focal point of the whole school is Christ.

1. No staff member will be required to act against their own conscience or personal philosophy of life. Such a requirement would not be in keeping with Catholicism and is contrary to the aims of the school.
2. However, in accepting a position in a Catholic school it is assumed that staff members realise that:

* Staff work as a team. Therefore all staff are expected to contribute, according to their individual strengths and within their personal convictions, to the total purpose of the school. No school can operate successfully if any staff member undermines the positive efforts of others.
* Staff are expected to support, uphold and be actively involved in the total life of the school and its special character irrespective of their personal beliefs.
* Staff are role models for students, colleagues and parents/caregivers in living the mission and values of the school.
* Staff who do not profess Catholicism are expected to promote the Catholic Character of the school, and to refrain from doing or saying anything that would be antithetical to the school’s Catholic Character.
* Staff are expected to abide by the Code of Ethics for Staff and Boards of New Zealand Catholic Schools, a copy of which can be found at Appendix 9 of the Handbook.
* In schools with a particular charism staff are also expected to uphold that charism.
* New staff will find others who are willing to assist them in gaining a fuller understanding of the school and its Catholic Character, and in solving any difficulties that may arise in the course of their work. In addition the following resources which can be obtained from your School’s Diocesan Catholic Education Office will be helpful:
  + Sharing the Gospel Today: NZ Catechetical Directory (NZ Catholic Bishops Conference, 2012)
  + The Catholic School (Congregation for Catholic Education, 1977)
  + Lay Catholics in Schools: Witnesses to Faith (Congregation for Catholic Education, 1982)
  + The Church’s Confession of Faith: A Catholic Catechism for Adults (German Bishops’ Conference, St Ignatius Press, 1987, San Francisco)
  + The Religious Dimension of Education in a Catholic School (Congregation for Catholic Education, 1988).
  + Understanding Faith Religious Education curriculum for Catholic Secondary Schools Year 9-13 Aotearoa New Zealand (NCRS, revised 2010)
  + Catechism of the Catholic Church (June 1994)
  + Religious Education Curriculum Statement for Catholic Primary Schools in Aotearoa New Zealand (NCRS, 1996)
  + The Catholic School on the Threshold of the Third Millennium (Congregation for Catholic Education, July 1998)
  + The Declaration (New Zealand Council of Proprietors of Catholic Integrated Schools, 1997, revised 2007)

**schedule three - Further Comments oN the Definition of Religious Instruction and Tagged Positions**

**Religious Instruction** is evangelisation – it is the passing on of faith, through the ongoing establishment and support of a Christian community which lives out its faith, witnessing to the Gospel in daily action and attitudes. It includes teaching or explaining the doctrines and practices of the faith, not only through Religious Education classes but also through the indirect teaching which occurs through role modelling and witness to Catholic values, behaviour, and generally Catholic life. All teachers in tagged positions carry out religious instruction outside the Religious Education curriculum, and are effective in so far as they contribute to the whole evangelizing function of the school, assisting in promoting the faith education of those in the school community. They teach “what it means to be human. … A teacher who has a clear vision of the Christian milieu and lives in accord with it will be able to help young people develop a similar vision, and will give them the inspiration they need to put it into practice.” *(The Religious Dimension of Education in a Catholic School, pp 76-77).*  Teachers in tagged positions respond to a call: to witness to the Gospel, to continue and deepen their commitment to the Church, to foster Christian community, to seek out ways to serve the Christian community and to continue acquiring the knowledge, skills and abilities needed to communicate the Gospel message effectively.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ACCEPTANCE OF POSITION OF PRINCIPAL [     *NAME OF SCHOOL*     ]**  **1. Acceptance:** I am pleased to accept appointment to the Position as advertised at the Schoolon the basis of the offer made in this Letter of Appointment.  **2.** **Fixed-Term Position**: I acknowledge and accept that my employment with the School is for a fixed-term and that I have been advised of the reason for the fixed-term. I understand and accept that my employment with the School will end on **[\_\_\_\_\_insert date or way** **that employment will end \_\_\_\_\_\_\_\_\_]**.  **3.** **Special Position**: I acknowledge and accept that the Position as advertised and referred to in this Letter of Appointment, requires that a willingness and ability to take part in Religious Instruction appropriate to the Special Character of the School and that a responsibility to maintain and preserve the Special Character of the School, which includes assuming leadership of the religious aspect of the School and being a suitable role model for staff, students and parents, are conditions of my appointment and shall be part of my "Terms and Conditions of Employment".  **4**. **Education with a Special Character**: I acknowledge and accept that the Position requires me to support and uphold the School's "Special Character", which is described in the Integration Agreement for the School and schedule two of this Letter of Appointment.  **5**. **Duties and Responsibilities**: I acknowledge and accept that duties and responsibilities of the Position are as set out at Schedule One of this Letter of Appointment.  **6. Independent Advice**: Before accepting the Position, I confirm that I have had the opportunity to obtain appropriate independent advice on the Terms and Conditions of Employment as detailed in this Letter of Appointment.  **7**. **Employment Agreement**: I understand from this Letter of Appointment, that I have a choice between being employed under a Collective Employment Agreement or an Individual Employment Agreement. "**Tick the box**" indicating your choice.   |  |  | | --- | --- | |  | **Collective Employment Agreement** |  |  |  | | --- | --- | |  | **Individual Employment Agreement** |  Union Membership: "Tick the box" indicating your position.  |  |  | | --- | --- | |  | **I am a member of [INSERT APPLICABLE UNION]** |  |  |  | | --- | --- | |  | **I am not a member of [INSERT APPLICABLE UNION]** |  |  |  | | --- | --- | |  | **I agree to you advising the [INSERT APPLICABLE UNION] that I have been employed by the Board of the School.** |  |  |  | | --- | --- | |  | **I do not agree to you advising the [INSERT APPLICABLE UNION] that I have been employed by the Board of the School.** |   **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  ***[Employee – Full Name]***  **Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |