



GOVERNMENT OF THE COOK ISLANDS

MINISTRY OF EDUCATION
(Maraurau o te Pae Api'i)

CONTRACT OF EMPLOYMENT

PRINCIPAL

Ministry of Education

(Maraurau o te Pae Api'i)

WELCOME

Kia orana and welcome to the Ministry of Education.

We are very pleased to have you on our team. Our constant endeavour is to develop the Ministry as a key agency serving our society within the wider education sector.

Our continued performance as a successful organisation will only be measured by our ability to deliver high quality, cost effective services to our stakeholders.

Therefore it is important that we are conscious of this in all aspects of our work.

Whilst there are many reasons for celebrating success, an important factor is the value we place on both the skills and commitment of our staff.

As an organisation, we aim to celebrate our success, create a stimulating work environment, appropriately reward employees for their performance, and enjoy making a contribution to the continuing development of the educational sector of the Cook Islands.

Meitaki maata

Sharyn Paio
Secretary of Education

Ministry of Education

(Maraurau o te Pae Api'i)

CAPABILITY, CAPACITY AND SERVICE DELIVERY

Our strategic goals aim to develop our capability and capacity and thereby improve education service delivery which will enable us to work together as one organisation and one team.

The Ministry wants to be able to attract, motivate and retain talent, essential to the achievement of the organisation's goals and objectives. By aligning our human resource systems (including position descriptions, performance development system and contracts of employment) with the achievement of the Ministry's higher educational priorities, ultimately the capability and capacity of both the Ministry and its staff develops and grows.

Our focus is on:

- **Providing a supportive work environment with opportunities for employee development**
- **Encouraging employees to take personal responsibility for work and performance**
- **Consistent application of human resource processes and systems aligned to our strategic goals**

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A. INTRODUCTION

The personal terms of your contract of employment (“the Contract”) comprise this Contract of Employment Agreement (“CoE”) and attached documents (e.g. position description). This Contract supersedes all previous negotiations, communications and commitments, whether written or oral, apart from the Ministry of Education staff manual of personnel and general operating policies. The staff manual shall be referenced where entitlements, benefits or conditions of employment are not specifically detailed in the CoE. Other Ministry policies, including the Ministry’s Code of Conduct, also apply to your employment. It is important that you familiarise yourself with these documents, which may be amended by the Ministry from time to time.

A.1 Good Employer

The Ministry undertakes that in all its dealings with you it shall act as a good employer as required by the Public Service Act (2009). In this regard ‘good employer’ means that you will be treated fairly, justly and properly in all aspects of your employment.

The Ministry operates an equal employment opportunity ethic which provides for recruitment, terms of employment, conditions of work and opportunities for training, promotion and transfer to be undertaken or offered without preference being given on the basis of gender, marital status, religious or ethical belief, sexual preference, colour, race, ethnic or national origin or age.

A.2 Good Faith Principles

In addition to its obligation to act as a good employer, the Ministry is also committed to fostering a productive employment relationship with you founded on the mutual obligation of good faith. In this way, the parties recognise:

- The requirement to achieve the Ministry’s strategic goals, to serve Cook Islands’ society, to manage within the resources available and to meet its legal obligations.
- The importance of your views being taken into account because the relationship between the Ministry and its staff is a key determinant of the Ministry achieving its goals.

A.3 Your Responsibilities

In recognition of the Ministry’s commitment to you to act as a good employer, you are expected to:

- Be honest, diligent and perform to the best of your ability;
- Work with your colleagues as a team to achieve the best possible outcome;
- Be flexible about performing reasonable alternative duties;
- Act professionally with customers and service providers;
- Take responsibility for your own personal development and participate in opportunities offered by the Ministry;
- Comply with the Ministry of Education, Code of Conduct.

A.4 Variation

During your contracted period of employment, your CoE may be varied by discussion between you and the Ministry. Any variation to this Contract will be recorded in writing.

1. PARTIES TO CONTRACT

This contract is made between the Ministry of Education of the Cook Islands acting by and through the Secretary of Education (hereinafter called the “Employer”) on the one part and _____ (hereinafter called the “Employee”) on the other part.

2. TERM OF CONTRACT

This contract shall take effect on _____ and shall end on _____ unless terminated earlier by either party as per Section 6.

3. OBLIGATIONS OF THE EMPLOYER

The Employer hereby appoints the **EMPLOYEE** to the position of **Principal of** _____. The Employer shall remunerate the Employee as set down in Schedule A to this contract.

4. OBLIGATIONS OF THE EMPLOYEE

The Employee shall, during the duration of this contract, provide the Employer with the services set down in Schedule B to this contract in accordance with the position description.

5. CONDITIONS OF THE CONTRACT POSITION

5.1 The Employee shall diligently and faithfully perform the duties as set out in the Position Description in Schedule B of this Contract.

5.2 The Employee shall provide the Employer or his/her agents with electronic and/or hard copies of all documents produced by the Employee in performing the duties as set out in the Position Description in Schedule B of this Contract.

5.3 The Employee shall act in all respects in accordance with lawful directions given by the Employer.

6. TERMINATION OF CONTRACT

6.1 Termination of contract by Employer

6.1.1 The Employer, when exercising the rights contained in this clause, shall exercise due diligence in investigating any allegations of misconduct concerning the Employee. After the completion of the investigation the Employer shall notify the Employee in writing of the allegations against him/her. The Employee shall be given an opportunity to respond to those

allegations after seven (7) days from the date of written notification. If the Employer has just cause to terminate the Employee's employment, and does terminate the Employee's employment, the Employee shall not be entitled to any payment under clause 6.3 of this contract.

6.1.2 In the event of the Employee being certified by a registered doctor as being medically unfit for service at any time that this contract is in force, then the Employer may terminate this contract by giving the Employee one (1) month's notice in writing of the date upon which the contract shall be terminated, provided further that the Employee shall be entitled to be paid any remaining leave. All transfer and/or relocation costs shall be met by the Employer as long as a comprehensive medical check was undertaken prior to appointment by the Employee and evidence of clearance to take up the position provided by a registered medical practitioner. If a medical clearance was not obtained prior to service then the costs of transfer shall be awarded as per section 6.3 of this contract.

6.2 *Termination of contract by Employee*

6.2.1 The Employee may terminate this contract by offering resignation.

6.2.2 The Employee may terminate this contract, after the expiration of three (3) months' service, by giving the Employer not less than two (2) months' notice in writing of the date upon which the Employee proposes to terminate this contract. Transfer and/or relocation costs shall be awarded as per section 6.3 of this contract.

6.3 *Transfer costs on non completion of contract*

In the instance where an employee does not complete a contract the following provisions will be made for outward transfers:

6.3.1 If the employee leaves after completing less than 25% of the contracted period, the employee refunds all inward expenses and pays all outward expenses.

- 6.3.2 If the employee leaves after completing more than 25% but less than 50% of the contracted period, the employee refunds 50% of the inward expenses and pays all outward expenses.
- 6.3.3 If the employee leaves after completing more than 50% and less than 75% of the contracted period, the employee pays all outward expenses.
- 6.3.4 If the employee leaves after completing more than 75% and less than 100% of the contract period, the employee pays 50% of the outward expenses.
- 6.3.5 In the event that an employee is certified by a registered Doctor as being medically unfit for service, all outward expenses shall be met by the Employer.

7. LEAVE ENTITLEMENTS

7.1 Sick Leave

The employee shall be entitled to 10 days paid sick leave per year on a pro rata basis. Medical certificates are required after three consecutive days of leave (inclusive of weekends/public holidays).

7.2 Bereavement Leave

The employee shall be entitled to five (5) days bereavement leave upon the death of an immediate family member. Extension of up to two (2) days will be at the discretion of the employer.

Assistance with one return airfare to place of residence at appointment will be granted to provide support at this time.

In the event of the death of the employee or a dependent in the Cook Islands, the expenses of preparing and returning the body of the deceased to New Zealand, if this is desired by the next-of-kin, shall be met by the employer.

In the event of the death of the employee, the dependents normally resident in the Cook Islands shall receive full salary and allowances as per this contract for a period

of up to eight (8) working days commencing from the day after the date of death and full transfer expenses for which the employee would have been eligible on full completion of this contract.

7.3 Special Leave

All special leave, including compassionate leave, shall be in accordance with Ministry of Education and Public Service Commission policy and at the discretion of the Secretary.

8. SUPERANNUATION

8.1 If the Employee is a member of any superannuation scheme in their place of residence approved by the Employer at the time of appointment, the Employer subsidy to that scheme shall be paid by the Employer.

8.2 Unless exempted by the provisions of the Cook Islands National Superannuation Fund, the Employee shall become a member of the Fund and the Employer subsidy to the Fund shall be paid by the Employer.

Notwithstanding (8.1) and (8.2) hereof, this clause may be reviewed by the parties at any time.

9. MEDICAL CARE

9.1 The Employee shall be entitled while in the Cook Islands to medical attention, subject to any user pays charges, within the Government Health System. Private medical insurance is the responsibility of the Employee.

9.2 The Employer shall pay the costs of a medical referral to New Zealand of the Employee if the referral is deemed to be necessary by the Cook Islands Ministry of Health.

9.3 If the Cook Islands Ministry of Health recommends, with reference to its referral policy, assistance for a family member to accompany an approved medical referral to New Zealand, the Employer shall pay the return airfare for the accompanying employee or a dependent.

10. CONFLICT OF INTEREST

10.1 The Employee, unless given prior permission by the Employer, shall not engage in any activity (paid or unpaid) that is likely to impinge on the performance of the Employee's responsibilities as set out in schedule B.

11. CONFIDENTIALITY

11.1 The Employee, unless given prior permission by the Employer, shall not disclose to any unauthorised person the terms of this contract, or any confidential information that has come to the knowledge of the Employee in the course of the performance of any of the duties under this contract.

12. OTHER EMPLOYEE ENTITLEMENTS

12.1 The beneficial policy, practice or programme of the Employer shall form part of this contract. The Employee shall be entitled to rely upon any beneficial policy, practice or programme of the Employer. This shall include any increase or adjustment of income, as provided by a cost-of-living allowance.

13. GOVERNING LAW

13.1 The governing law in respect of this contract shall be the Law of the Cook Islands.

Signed by the Secretary of Education

Name of Employer	Signature	Date
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In the presence of

Name of Witness	Signature	Date
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Signed by the Employee

Name of Employee	Signature	Date
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In the presence of

Name of Witness	Signature	Date
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