Apii Te Uki Ou
Rarotonga
Cook Islands

PRESCHOOL HEAD TEACHER
COOK ISLANDS
EMPLOYMENT CONTRACT
1. Status of Contract

This is an individual employment contract between the parties hereto.

2. Parties to Contract

This contract is made between the **Apii Te Uki Ou Board of Governors** (referred to herein as the ‘Employer’) on the one part AND _________ (referred to herein as the ‘Preschool Head Teacher & Teacher’) on the other part.

3. Term of Contract

The contract shall come into force on _______________ for 2 Years and shall continue in force until it is terminated earlier as per the conditions of section 15.

4. Application of Contract

Any prior contract, agreement or arrangement between the Parties is superseded and replaced by this contract.

5. Position

The position of the Classroom Teacher is hereto referred to as the **Preschool Head Teacher at Apii Te Uki Ou** and whilst employed by the School Board of Governors the Teacher shall be under the direction of the School Principal.

6. Duties

The duties to be performed by the Teacher are those specified in the Job Description together with the delivery and execution of the specific tasks detailed in the Teacher’s annual performance objectives and any other duties as may be reasonably specified by the Principal and Employer.

The Teacher shall be required to diligently and faithfully fulfil their duties and shall devote their best skills and energies to the position and shall use their best endeavours to protect and promote the interests and reputation of the Apii Te Uki Ou. The Teacher will utilise their skill and training to deliver quality service to the School and its students.

The Teacher is required to comply with all matters set out in the School Organisation Folder provided. The content of the School Organisation Folder ensures the smooth operation of the School and is subject to change at any time following consultation with staff and the School Board of Governors. The School Board of Governors will act in a manner that is fair, reasonable and justifiable when considering changes to the School Organisation Folder.
7. **Performance**

The Principal shall conduct an annual review of the Teacher’s performance as per the Employers requirements and policies for staff of Apii Te Uki Ou. Progress performance reviews will be conducted throughout the year in consultation with the Principal.

8. **Remuneration**

The Teacher shall be remunerated as agreed with the Board of Governors, with guidance from the Cook Islands Ministry of Education policies regarding Teacher’s Salaries and Management Units. The Teacher acknowledges that as the position is a salaried position, the Teacher will work such hours as they are required to properly fulfil their duties and responsibilities without further remuneration for additional hours worked.

9. **Salary**

The salary for the position will be $_______pa which will be payable fortnightly in arrears. You Preschool Head Teacher Position comes with 2x Responsibility & Management Units valued at $1000 each per year totalling $2000. You are also entitled to apply for additional Responsibility & Management Units valued at $1000 per year. These are contestable annually & we have 16 in total. This process will be actioned in the first 2 weeks of the year.

10. **Superannuation Fund**

Membership of the Cook Islands National Superannuation Fund as established by the Cook Islands National Superannuation Act (2000) (the Act) is compulsory for all employees in the Cook Islands unless the employee is already a member of an approved superannuation scheme or they meet the exemption requirements. In accordance with the Act, compulsory employee contributions are 5% of salary with the employer to match contributions made by employees. Voluntary employee contributions will not be matched by the Employer. Refer to the Cook Islands Superannuation Fund Booklet for details of the fund.
11. **Hours of Work/ Attendance at School**

The Teacher shall work at the school during official school open hours as set out in the School Organisation Booklet and the Conditions of Service Policy. Any hours worked outside of the normal school hours as may be reasonably required to fulfil their role is included in the salary for the position.

Except when taking official leave or a lunch break, the Teacher shall not leave the school premises except to attend to official school business that requires his/her personal attention or with the permission of the Principal.

The Teacher may be required to attend official workshops scheduled for school holidays and shall be required to attend school in the week prior to the start of Term 1 as agreed with the School Principal.

12. **Statutory Holidays and Leave**

The Teacher shall be entitled to leave with pay on all statutory holidays and to the leave entitlements as specified in the Conditions of Service Policy.

13. **Conflict of Interest**

The Teacher, unless given prior permission by the employer in exceptional circumstances, shall not engage in any activity (paid or unpaid) that is likely to impinge on the performance of the Teacher’s responsibilities.

14. **Confidentiality**

The Teacher shall not disclose to any unauthorized person the terms of this contract or any confidential information that has come to the knowledge of the Teacher in the course of the performance of any of the duties under this contract.

15. **Termination of Contract**

i. This Contract may be terminated at any time by the Teacher giving not less than one school terms’ notice in writing unless a shorter period is mutually agreed upon.

ii. The Employer may terminate the employment of the Teacher on the grounds of unsatisfactory performance, misconduct, non-compliance with a lawful instruction from the Employer, breach or non-observance of any of the terms of this contract, or on the grounds that the Teacher is not medically fit, by giving not less than one school terms’ notice in writing unless a shorter period is mutually agreed upon.

iii. In the case of a finding of serious misconduct, the Employer may dismiss the Teacher without notice;
16. **Personal Grievance and Dispute Procedures**

In the event of any dispute or difference arising between the parties hereto regarding any matter or issue arising out of this contract or the interpretation of any clause such dispute or difference shall be handled in accordance with the policies and procedures set out in the Conditions of Service Policy.

17. **Variation of Contract**

This contract may be varied at any time by mutual agreement in writing.

18. **Governing Law**

The governing law of this contract shall be the law of the Cook Islands.

19. **Conditions of Service**

All provision of the *Conditions of Service Policy* and the *School Organisational Booklet* will apply to this contract unless otherwise stated in this contract.

This contract has been executed by the undersigned parties this ______ day of __________:

**Employer:** Apii Te Uki Ou Board of Governors, President

Full Name: ______________________________ Signature: __________________

Date: __________________

**Teacher:**

Full Name: ______________________________ Signature: __________________

Date: __________________

**Teacher’s Witness:**

Full Name: ______________________________ Signature: __________________

Date: __________________

Initial Here..............