

NEW ZEALAND PRINCIPALS' FEDERATION LEGAL SUPPORT SCHEME APPLICATION FORM

This new contract is to be issued in the name of: (please tick only one)

The School (for the benefit of any teacher employed as Principal)

The Principal (for his or her own benefit)

1. Name of Principal _____ ("the Principal")

2. Name of School _____ ("the School")

3. Postal Address _____

4. Duty of Disclosure:

You must tell us all information you know which would influence the decision of Principals' Advice & Support Limited ("PASL") to accept this application, such as an existing situation which could result in the Principal needing legal support. When in doubt, please disclose below. There will be no assistance for any issue that predates the acceptance of this application.

Please ensure that the information is accurate and complete as any inaccuracy in the requested information or non-disclosure of material facts is a serious breach of your agreement with PASL and could result in the agreement being cancelled and the costs of any benefits provided being recoverable from you.

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DECLARATION:

I/We declare that:

- All answers and statements made in this application are correct and complete in every respect and that no information has been withheld which is likely to affect PASL's decision to accept this application.
- Should any situation which could result in a need for legal assistance arise before or after the inception date of the agreement to which this application relates I/We will give immediate notice to PASL.
- I/We agree that this application and declaration is incorporated into any agreement concluded between the Applicant and PASL or between the School and PASL, and confirm that the school has current membership of the New Zealand Principals' Federation.
- I/We am/are aware that I/We have rights of access to and correction of this information.
- I/We agree that the agreement will not be in force until the application has been accepted and contract confirmed by PASL.

Cheque attached \$390.00 – payable to Crombie Lockwood (NZ) Limited

Internet/Direct Credit - Crombie Lockwood (NZ) Ltd

ANZ 01 1839 0159564 00

Reference CLN241 plus name of school

Signature _____ Date _____

Note: By signing this application you acknowledge that a decision on whether or not to accept this application is at PASL's sole discretion.

AGREEMENT SUMMARY

LIMIT PAYABLE: Any one issue **LEGAL ASSISTANCE**
\$25,000 (GST Inclusive)

SERVICES PROVIDED: **LEGAL FEES**
The cost of legal representation (to the limit payable) for any employment dispute between the Principal and his or her employer (other than the fixing of conditions of employment), or for any legal proceedings arising directly from the Principal's employment including any criminal prosecution (subject to any specific exclusions in the Agreement).

LEGAL HOTLINE

Principals may contact Anderson Lloyd Lawyers for the purpose of obtaining specialist legal advice about matters relating to their employment (whether or not these involve potential legal proceedings). This service provides up to an hour of legal advice on any one issue with no additional charge. Enquiries should be made to either:

Barry Dorking LLB (Hons) or Fiona McMillan LLB, BA, BEd, Dip Tchg, PGDip Child Advocacy

Anderson Lloyd Lawyers

Dunedin

Telephone: (03) 477 3973

E-mail: barry.dorking@andersonlloyd.co.nz or fiona.mcmillan@andersonlloyd.co.nz

LEGAL PROCEEDINGS

Principals must contact the hotline (details above) **immediately they become aware of a situation in which legal assistance may be required.** In general, any matter in which a Principal would consider involving their union representative should first be reported to the hotline. Anderson Lloyd Lawyers will advise the Principal if union representation is sufficient in the circumstances, or they will appoint a lawyer of their choice to assist the Principal if they consider the situation requires professional legal representation.

The NZPF Legal Support scheme is administered for the New Zealand Principals' Federation and Principals' Advice & Support Limited by Crombie Lockwood (NZ) Limited, PO Box 5505, Dunedin 9058.
For any enquiries email dunedin@crombielockwood.co.nz phone 03 4700770 or fax 03 4749459.

**Please complete this application form and return together with payment of \$390.00 to:
Crombie Lockwood (NZ) Limited, PO Box 5505, Dunedin 9058**

- Cheque attached \$390.00 – payable to Crombie Lockwood (NZ) Limited
 Internet/Direct Credit - Crombie Lockwood (NZ) Ltd
ANZ 01 1839 0159564 00 Reference CLN241 plus name of school

Your tax invoice and contract will be issued by Crombie Lockwood

NZPF LEGAL SUPPORT

Your employment is a major part of your life and, as such, problems or difficulties with your job can provide significant stress and anxiety. School principals are particularly vulnerable because of the regular changes to the makeup of Boards of Trustees, their employers. The NZPF Legal Support Scheme is designed to relieve such concerns by providing principals with immediate access to expert legal assistance when needed. In most cases, disputes between principals and boards can be settled without recourse to litigation; however, it is helpful to know what your rights are in any given situation, and how best to resolve any difficulties.

Union representatives can provide a valuable resource in assisting with employment difficulties, but must quite rightly take into account their on-going relationship with the Board, and the interests of their other members in the school. A lawyer is there to represent the principal alone, and has no other responsibilities.

If the Contract is taken in the name of the School, the parties will be Principals' Advice and Support Limited and the School, but the Contract will be for the sole benefit of any teacher employed as Principal of the School. If the Principal leaves his or her position the benefit of the Contract will transfer to the replacement Principal or Acting Principal. The leaving Principal will continue to be entitled to Legal Benefits in respect of matters which may arise at the old school provided he or she moves to a school which has or acquires a Contract for the Principal, or the Principal immediately acquires an individual Contract.

If the Contract is taken by an individual Principal, the parties to the Contract will be the Principal and Principals' Advice and Support Limited, and the Contract applies while he or she is Principal of any school.

A retirement option is available to allow benefits to continue in respect of events occurring before the Principal retires but which have not been raised with the Principal before retirement. This option is available also to Principals who move from a school which provides a Contract for its Principal to one which does not.

A School which has two or more co-Principals must advise PASL and enter into a separate agreement for the benefit of each co-Principal.

LEGAL HOTLINE AND REPRESENTATION

Employment law has become a progressively more complex area of law requiring comprehensive legal expertise and experience. Purchased as part of this package is the hotline facility, which gives principals access to legal advice from a suitably qualified lawyer on matters that could affect them personally in relation to their employment. Common questions relate to difficulties being experienced with the Board of Trustees, or complaints against the Principal from parents or staff.

Experience has shown that the telephone advice received through the support scheme can often solve a problem before it escalates; however, if that is not possible, the Legal Support contract will provide specialist assistance from a qualified employment lawyer. This will give the legal advice and representation necessary to try to resolve the problem. It may include mediation in the Employment Relations Service, or pursuing a claim in the Employment Relations Authority or Employment Court if necessary.

This legal representation and advice is provided for the Principal up to a limit of \$25,000 per issue. If any claim results in a successful Exit Package being negotiated, PASL may recover reasonable costs from the Principal to a maximum of 20% of the net cash payment included in the Exit Package. Note that matters involving the Principal as Trustee (internal Board issues), the Principal as teacher (Teachers Council investigations), or as union member (disputes with NZEI) are excluded, as are criminal investigations and prosecutions.