**MODEL CONTRACT OF EMPLOYMENT**

**FOR A**

**School Direct UNQUALIFIED TEACHER**

 **IN a [single] [multi][[1]](#footnote-1) ACADEMY trust**

*© 2017 National Society (Church of England and Church in Wales) for the Promotion of Education*

*The Church of England Education Office* *acknowledges with grateful thanks the consent provided by the CES for the use of some of their copyright material in the creation and publication of these template contracts.*

THIS AGREEMENT IS DATED [ ][[2]](#footnote-2)

BETWEEN

(1) [ ] [MULTI][[3]](#footnote-3) ACADEMY[[4]](#footnote-4) TRUST COMPANY LIMITED (the

"Employer") of [ ][[5]](#footnote-5)

**AND**

**(2) [ ][[6]](#footnote-6) (the "Employee") of [ ][[7]](#footnote-7)**

**1 INTERPRETATION**

1.1 In this Contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-

1.1.1 "Academy" means the [ ] academy[[8]](#footnote-8) and includes all [other academies within the Employer and all][[9]](#footnote-9) sites upon which the Academy undertaking is carried out from time to time.

* + 1. "Burgundy Book" means sections 3 – 6 inclusive of the “Conditions of Service for Academy Teachers in England and Wales” revised edition August 2000 and includes any subsequent amendments thereto.
		2. "Chairman" means the chairman of the Employer appointed from time to time.
		3. "Contract" means this agreement, which should be read in conjunction with the Handbook.
		4. "Diocese" means the Church of England diocese in which the Academy is situated, and ‘Diocesan’ shall be construed accordingly.
		5. "Diocesan Board of Education" means that body constituted under the Diocesan Boards of Education Measure 1991 for the Diocese and any successor body, and includes the officers thereof.
		6. "Education Acts" has the same meaning as in section 578 of the Education Act 1996 (as amended).

1.1.8 "Employer" means the Employer named at the beginning of this Contract and includes the board of directors of the Employer and such committees or local governing bodies as may be accorded relevant delegated powers by the board of directors from time to time.

1.1.9 "Employment Acts" includes, but is not limited to, the Employment Rights Act 1996.

1.1.10 "Funding Agreement" means the funding agreement agreed and signed from time to time with the Secretary of State for Education in respect of a single academy trust or the master funding agreement and relevant supplemental funding agreement agreed and signed from time to time in respect of any academy within a multi-academy trust.

1.1.11 "Handbook" means the staff handbook which contains the disciplinary, grievance and capability policies and the other policies and procedures that the Employer operates from time to time. All such policies and procedures are non-contractual unless expressly stated otherwise.

1.1.12 "Keeping Children Safe in Education 2019" means the statutory guidance document of that name published by the Department for Education.

1.1.13 "Local Authority" means the Local Children’s Services Authority and includes the local authority within the meaning of the Education Acts for the area in which the Academy is situated.

1.1.14 "STPCD" means the Academy Teachers’ Pay and Conditions Document, being the current Order made under Section 2 of the Academy Teachers’ Pay and Conditions Act 1991 and any document specified therein. In the event of a conflict between the provisions of the current STPCD and the terms of this Contract concerning the Employee's statutory conditions of employment, the terms of the SPTCD will prevail.

1.1.15 "TPS” means the Teacher’s Pension Scheme.

1.2 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

**2 JOB TITLE**

2.1 The Employee is appointed by the Employer to serve as an Unqualified School Direct Teacher at the Academy (the "Post").

**3. JOB DESCRIPTION**

3.1 The Employee's job description is attached at Schedule 1.[[10]](#footnote-10)

3.2 The Employee's job description may be subject to annual revision, following consultation with the Employee.

**4 COMMENCEMENT**

4.1 The Employee's employment with the Employer shall commence on [ ][[11]](#footnote-11).

4.2 The Employee's continuous service under the Employment Acts shall be calculated from the date the Employee started working at the Academy unless the Employee's employment with a previous governing body of a voluntary aided school or foundation school, or a Local Authority, counts as continuous service under the Employment Acts.

4.3 For the purposes of determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with the Employee's service at the Academy in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) and/or the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 1997 (as amended) as appropriate.

4.4 The Employee's Post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended) and Keeping Children Safe in Education 2019.

4.5 This Contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the Academy; (b) as a result of a condition specified by the Employer at that time; or (c) in order to comply with the Regulations referred to at 4.4 above.

4.6 The Employee's employment with the Employer is subject to the Employer being satisfied with the criminal records certificate received from the Disclosure and Barring Service. The Employee is required to notify the Employer immediately if: the Employee is the subject of a referral to the Disclosure and Barring Service, charged or convicted of any criminal offence, or in receipt of a police caution, reprimand or warning; or if there is a formal child protection investigation of the Employee or any member of the Employee's household. Disclosure of a criminal conviction will not necessarily debar the Employee from employment with the Employer. This would depend on the nature of the offence, how long ago it was and what age the Employee was when it was committed and any other factors that may be relevant to this appointment. Failure to declare a conviction, caution or bind-over may disqualify the Employee from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.

4.7 The Employee is required to obtain medical clearance (in the form of a medical examination) prior to taking up the Post.

4.8 It is a condition of the Employee's employment that the Employee will provide the Employer with documentary proof of his/her right to work in the UK in accordance with section 8 of the Asylum and Immigration Act 1996 prior to taking up the Post. The Employer shall check and retain a copy of this documentation before the Employee commences employment at the Academy. If the Employee has a passport or an identity card that shows that (s)he is a British or an EEA National or that (s)he has the right to work in the UK then (s)he should provide this. If the Employee does not have a passport then (s)he should consult  the Employer as to what further/alternative documentation may be acceptable.

4.9 If the Post requires membership or clearance from a statutory body, it is the Employee's responsibility to make sure that (s)he renews or registers his/her membership. The Employee shall therefore renew such clearances or re-register with such statutory bodies as required by the Employer. Should the Employee fail to do so, (s)he may be subject to disciplinary action, to include summary termination of employment, without notice.

**5 DURATION AND PROBATIONARY PERIOD**

5.1 The Post is for a fixed-term which expires on 31st August [ ][[12]](#footnote-12) in accordance with the terms and conditions of the Schools Direct Programme in which you are participating. This contract will cease if your Schools Direct Programme is terminated as satisfactory progress is not achieved or if one of the expectations is not met (following appropriate interventions and support).

5.2 The Post will be subject to a probationary period of 1 term, during which time either party may give to the other not less than 1 week's written notice of termination. The Employer may extend the Employee's probationary period unilaterally for such further period as it sees fit, provided always that the total probationary period shall not exceed 2 consecutive terms (save in exceptional circumstances). The probationary period will be managed in line with the school’s probationary policy.

**6 PLACE OF WORK**

The Employee's normal place of work shall be at the Academy, or at the premises used by the Academy from time to time (if different). The Employer reserves the right to require the Employee to work at such other place or places as it may from time to time reasonably require.

**7 SALARY**

7.1 The Employee's salary shall be determined in accordance with the statutory provisions in the STPCD. The Employee's current salary is [£ ][[13]](#footnote-13) gross per annum as per the relevant England Area/Inner London Area/Outer London Area/Fringe Area pay spine point number [ ][[14]](#footnote-14) [paid pro rata for part-time employees].[[15]](#footnote-15)

7.2 The Employee's salary shall be reviewed annually by the Employer following performance reviews and may be increased from time to time at the Employer's discretion (having regard always to the provisions of the STPCD) without affecting the other terms of the Employee's employment. Subject to the terms of the STPCD, there shall be no obligation on the Employer to award the Employee any salary increase. In addition, there shall be no review of salary after notice has been given by either party to terminate the Employee's employment.

7.3 The Employee shall also be entitled to receive the following payments:

7.3.1 reasonable expenses which the Employee has incurred in the proper performance of the Employee's duties, in accordance with the Employer's expenses claim policy, provided always that such expenses are properly evidenced in accordance with such policy;

[7.3.2][[16]](#footnote-16)

7.4 The Employee's salary will be paid on or around [ ][[17]](#footnote-17)of each month in arrears by BACS transfer into the Employee's chosen bank or building society account.

7.5 The Employee agrees that the Employer may deduct from any salary or other payment due to the Employee any amount owed by the Employee to the Employer, following prior notification to the Employee by the Employer, as per the Employment Acts. Arrangements to repay any over-payments will be made with the intention of avoiding any unnecessary hardship.

7.6 The employee shall also have access to the following benefits

* [ ][[18]](#footnote-18)

**8 HOURS OF WORK**

8.1 [The Employee's terms and conditions relating to hours of work shall be in accordance with the provisions set out in the STPCD and shall include planning and preparation time, so far as is reasonably practicable, reasonable time for discharging the Employee's leadership and management responsibilities. The Employee is required to be available for work at all times when the Academy is open and at such other times as the Employer may reasonably require, subject to the Working Time Regulations 1998 (as amended) and the STCPD. ] [[19]](#footnote-19)

 [The Employee's days and hours of work are [ ] [[20]](#footnote-20) ] [[21]](#footnote-21)

These may be varied following consultation with you depending on the operational need of the school.

8.2 The Employee shall work such reasonable hours as may be required to enable the Employee to discharge the Employee's professional duties effectively, including in particular (but not limited to) [planning and preparing courses and lessons; assessing recording and reporting on the development, progress and attainment of pupils; participating in initial teacher training; induction and mentoring; advising other teachers on classroom organisation and teaching methods; producing high quality teaching material and resources; disseminating materials relating to best practice and educational research to other teachers; advising on the provision of continuous professional development; participating in teacher appraisals; helping teachers who are experiencing difficulties; and providing outreach work,][[22]](#footnote-22) as required by the Principal. The amount of time required for this purpose shall not be defined by the Employer but shall depend upon the work needed to discharge the Employee's duties. The Employee is entitled to enjoy a reasonable work/life balance.

8.3 The Employee shall not be required to undertake midday supervision and will be allowed a break of a reasonable length [[as near to the middle of each school day as is reasonably practicable][[23]](#footnote-23) [either between school sessions or between the hours of 12 noon and 2pm][[24]](#footnote-24)][[25]](#footnote-25)

8.4 Time spent travelling to or from the Employer's place of work shall not count as working time.

**9 duties**

9.1 The Employee shall exercise the professional duties and maintain the professional standards of a [ teacher] [[26]](#footnote-26) in the Academy under the directions of the Employer and in accordance with:

9.1.1 this Contract and any policies, procedures, regulations or rules of the Employer as set out in the Handbook;

9.1.2 the Funding Agreement and the Memorandum and Articles of Association of the Employer;

9.1.3 the provisions of the Education Acts and any associated regulations;

9.1.4 the Professional Standards for Teachers document published by the Department for Education in May 2012 (or any amendment thereof);

9.1.5 the conditions of employment prescribed in the STPCD from time to time in force;

9.1.6 the Burgundy Book, and any subsequent modifications thereof;

9.1.7 any local collective agreements recognised by the Employer, as listed at Schedule 2.

9.2 The Employee shall:

 9.2.1 be conscientious and loyal to the aims and objectives of the Academy;

9.2.2 have regard to, maintain and develop the Church of England character of the Academy;

 9.2.3 not do anything which is in any way detrimental, prejudicial, or

 contrary to the interests of the Academy.

9.3 The Employee shall give and/or supervise the giving of religious education in accordance with the doctrines of the Church of England.

9.4 The Employee shall take part in, and may be required to lead, acts of religious worship.

[9.5 In addition to carrying out the duties of a teacher other than a Principal (including those duties particularly assigned to the Employee by the Principal) the Employee shall:-

9.5.1 model and lead improvement of teaching skills in the Academy;

9.5.2 be an exemplar of teaching skills in the Academy;

9.5.3 take a leadership role in developing, implementing and evaluating policies and practices that contribute to Academy improvement which may include:

(a) coaching, mentoring and induction of teachers, including trainee teachers and newly qualified teachers;

(b) disseminating materials and advising on practice, research and continuing professional development provision in the Academy;

(c) assessment and impact evaluation, including through demonstration lessons and classroom observation; and

(d) helping teachers in the Academy who are experiencing difficulties.] [[27]](#footnote-27)

9.6 If the Employee wishes to engage in any outside activity which may, in the reasonable opinion of the Employer, interfere with the effective discharge of the Employee's duties under this Contract, the Employee must obtain the prior written consent of the Employer (such consent not to be unreasonably withheld).

**10 HOLIDAYS AND LEAVE OF ABSENCE**

10.1 The Academy's holiday year commences on 1st September. Subject to the provisions of the STPCD, the Employee's holidays must coincide with periods of Academy closure and public holidays, details of which will be notified to the Employee by the Employer from time to time. Current information relating to Academy closure and in-service training days is available from the Academy.

10.2 The Employee shall be paid full salary during closure periods unless the Employee is in receipt of less than full salary arising from the application of the sick pay scheme, maternity or other family leave schemes, or for some other reason specified in writing to the Employee.

10.3 The Employer, or in a case of urgency, the Chairman, may, at its/his discretion, grant the Employee occasional leave of absence within the limits and upon the conditions relative to payment of salary prescribed by the Employer on compassionate or other grounds. Please see the School’s Special Leave Policy for further information.

10.4 The Employee shall be entitled to his/her statutory rights in relation to parental leave and time off for dependants.

**11 SICKNESS AND SICK PAY**

The Employee shall comply with the Employer's procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Employer’s Sickness Absence Policy in the Handbook, and which shall comply with the relevant provisions of the Burgundy Book. Notification of sickness absence must be made in accordance with the Employer’s Sickness Absence Policy. More information on sick pay can be found in the Employer’s Sickness Absence Policy.

**12 MATERNITY, PATERNITY, shared parental AND ADOPTION LEAVE PROVISIONS**

12.1 Provisions for maternity leave shall be those set out in the Burgundy Book, without prejudice to any additional rights provided by the Employment Acts and/or agreed locally, where ratified by the Employer.

12.2 The Employee shall be entitled to shared parental statutory paternity and/or adoption leave and pay, without prejudice to any additional rights incorporated into the Burgundy Book from time to time.

 12.3 Full details can be found in the Employer’s relevant policy.

**13 PENSIONS AND PENSION SCHEME**

13.1 If the Employee's employment is full-time or part-time and the Employee is between the ages of 16 and 75, the Employer shall automatically enrol the Employee as a member of the TPS and contributions shall be deducted from the Employee's salary. Further details of the TPS are available at ht**tps**://www.**teacherspensions**.co.uk.

**14 TRADE UNION MEMBERSHIP**

The Employee shall have the right to join a recognised trade union and to take part in its lawful activities.

**15 GRIEVANCE, DISCIPLINARY AND CAPABILITY POLICIES and procedures**

15.1 The Employer’s non-contractual grievance policy from time to time in force sets out the procedure for dealing with employee grievances. Full details are set out in the Handbook.

15.2 The Employer’s non-contractual disciplinary policy from time to time in force sets out the rules and procedure for dealing with disciplinary matters. Full details are set out in the Handbook.

15.3 The Employer’s non-contractual capability policy from time to time in force sets out the rules and procedure for dealing with any capability issues arising from, but not limited to, any review of the Employee's performance which may be carried out by the Employer, or otherwise. Full details are set out in the Handbook.

15.4 The Employer reserves the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as it, in its sole discretion, thinks fit. The Employee will be notified of any changes in writing, where appropriate.

**16 TERMINATION OF CONTRACT**

16.1 Save as provided by clause 5.2 above,

[[28]](#footnote-28)[subject to the provisions of the Education Acts and to any regulations made thereunder, this Contract may be terminated by either party giving to the other not less than two months' written notice during the autumn and winter terms, and in the summer term not less than three months' written notice, terminating at the end of a Academy term. The Academy terms shall be deemed to end on 30th April, 31st August and 31st December respectively.] [[29]](#footnote-29)

[the Employee's employment will terminate automatically on the date specified in clause 5.1, unless the Employee's employment is terminated by the Employer by giving to the Employee not less than the minimum period of notice required by the Burgundy Book expiring at the end of a Academy term as defined by the Burgundy Book.] [[30]](#footnote-30)

[the Employee's employment will terminate automatically on the Academy day preceding the happening of the event specified in clause 5.1, unless the Employee's employment is terminated by the Employer by giving to the Employee not less than the minimum period of notice required by the Burgundy Book expiring at the end of a Academy term as defined by the Burgundy Book.][[31]](#footnote-31)

16.2 Notwithstanding the provisions of clause 16.1, where the Employer gives the Employee notice to terminate with effect from the end of the autumn or winter terms and the Employee has been continuously employed for nine or more complete years, then such notice will constitute one week's notice for each complete year of service worked, up to an overall maximum of twelve weeks.

16.3 It shall be sufficient that any notice given by the Employer under this clause 16 shall be signed by the Chairman on its behalf.

16.4 Any notice given by the Employer under this clause 16 may be served by delivering it to the Employee or by leaving it at the Employee's last known place of residence or by sending it in a prepaid letter addressed to the Employee at that place. Any notice given by the Employee under this clause 16 may be served by delivering it to the Chairman or by sending it in a prepaid letter to such Chairman at his last place of residence or care of the Academy.

16.5 In the event that the Employee's employment is terminated by either party on giving the required notice under this clause 16, the Employer reserves the right to require the Employee not to attend Academy during the notice period. In such a case the Employee will be placed on garden leave, during which the Employee will continue to receive full salary and benefits and will continue to be bound by the terms of this Contract until the notice of termination of employment expires.

16.6 The Employer reserves the right to pay the Employee in lieu of all or part of the notice required under this clause 16, howsoever given.

16.7 The periods of notice specified in this clause 16 do not apply in the case of summary dismissal for gross misconduct (see the non-exhaustive list of examples set out in the Handbook) and the Employer hereby reserves the right in such a case to dismiss the employee without notice.

16.8 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers’ (Compensation for Redundancy and Premature Retirement) Regulations 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Orrder 1999 and the Burgundy Book.

**17 HEALTH & SAFETY and safeguarding**

The Employee shall familiarise himself/herself with and ensure compliance with the Employer’s policies on Health and Safety at Work and Safeguarding from time to time in force. Further details can be found in the Handbook.

**18 CONFIDENTIALITY**

Without prejudice to the Employer's Whistle-Blowing policy contained in the Handbook, the Employee shall not during or following termination of the Employee's employment (for whatever reason) disclose to anyone other than in the proper course of the Employee's employment, or if required to do so by law, any information of a confidential nature relating to the Employer/Academy (save where such information is already in the public domain, otherwise than as a result of the Employee breaching this clause 18). Breach of this clause 18 by the Employee may be treated as gross misconduct warranting summary dismissal without notice.

**19. GOVERNING LAW AND JURISDICTION**

This Contract shall be governed in accordance with the laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the Courts and Tribunals of England and Wales.

**20. TRAINING**

The Trust provides regular training and professional development to staff, some of which is mandatory. The dates and times of regular internal training will be shared with you as soon as they are published.

All external training opportunities which are relevant to your role or identified as part of your development will be discussed with you. Where the School cannot bear the costs of any training this will be discussed with you.

**21. DATA PROTECTION**

 The Academy Trust processes personal information on staff, including sensitive information, during the course of their employment. The Academy Trust have to process this information in order to fulfil its contractual duties and legal obligations towards you and others. Further information on what is collected and why, along with how long it is retained and who it is shared with, can be found in the School Staff Privacy Notice.

 As a member of staff in School, you will have access to information about staff and pupils, some of which may be confidential. You are expected to process this information where required in your role in a manner that ensures the information’s security and integrity, in line with the Academy Trust’s policies and procedures.

Signed by Chairman:........................................................................................................

on behalf of [ ] [MULTI][[32]](#footnote-32) ACADEMY[[33]](#footnote-33) TRUST COMPANY LIMITED

Signed by the Employee:.....................................................................

**Schedule 1[[34]](#footnote-34)**

**Schedule 2[[35]](#footnote-35)**

1. Delete as appropriate [↑](#footnote-ref-1)
2. Insert date [↑](#footnote-ref-2)
3. Delete as appropriate [↑](#footnote-ref-3)
4. Insert name of Employer [↑](#footnote-ref-4)
5. Insert Employer's address [↑](#footnote-ref-5)
6. Insert name of Employee [↑](#footnote-ref-6)
7. Insert Employee's address [↑](#footnote-ref-7)
8. Insert name of academy [or, in the case of a MAT, the particular academy where the employee is to work] [↑](#footnote-ref-8)
9. Delete as appropriate [↑](#footnote-ref-9)
10. Insert Job Description at Schedule 1 [↑](#footnote-ref-10)
11. Insert commencement date [↑](#footnote-ref-11)
12. Insert Year [↑](#footnote-ref-12)
13. Insert gross salary figure [↑](#footnote-ref-13)
14. Insert pay spine point number [↑](#footnote-ref-14)
15. Delete as appropriate [↑](#footnote-ref-15)
16. Insert details of any other payments [↑](#footnote-ref-16)
17. Insert date [↑](#footnote-ref-17)
18. Enter all additional employee benefits here – EAP, Childcare vouchers, access schemes, discount code groups extra [↑](#footnote-ref-18)
19. For employees employed on a full time basis [↑](#footnote-ref-19)
20. For employees employed on a part time basis, insert details of working days of the week and start and finish time [↑](#footnote-ref-20)
21. Delete as appropriate, depending on type of contract [↑](#footnote-ref-21)
22. Delete individual duties as appropriate depending on role [↑](#footnote-ref-22)
23. For lead practitioners [↑](#footnote-ref-23)
24. For leaders and unqualified teachers [↑](#footnote-ref-24)
25. Delete as appropriate depending on role [↑](#footnote-ref-25)
26. Insert as appropriate [↑](#footnote-ref-26)
27. Lead Practitioners only [↑](#footnote-ref-27)
28. Delete as appropriate, depending on type of contract [↑](#footnote-ref-28)
29. Permanent Contract [↑](#footnote-ref-29)
30. Fixed term Contract [↑](#footnote-ref-30)
31. temporary contract for an indefinite period [↑](#footnote-ref-31)
32. Delete as appropriate [↑](#footnote-ref-32)
33. Insert name of Employer [↑](#footnote-ref-33)
34. Insert Job Description [↑](#footnote-ref-34)
35. Insert list of Collective Agreements, plus details of where they can be inspected [↑](#footnote-ref-35)