**MODEL CONTRACT OF EMPLOYMENT**

**FOR A**

**[TEACHING ASSISTANT LEVEL [ [[1]](#footnote-1)] [WELFARE ASSISTANT] [CLASSROOM ASSISTANT] [NURSERY EMPLOYEE] [BUSINESS MANAGER] [HEAD OF FINANCE/BURSAR] [OTHER[[2]](#footnote-2)][[3]](#footnote-3)**

**IN a [SINGE] [MULTI][[4]](#footnote-4) ACADEMY TRUST**

*© 2020 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.*

***Disclaimer:*** *These draft contracts are template contracts and should only be used/referenced as a guide. Individual end users should always obtain their own independent legal advice as to the suitability or otherwise of these template contracts before adopting them. The National Society accepts no liability for the accuracy or otherwise of these template contracts (or for any end user/third party modifications or amendments thereto) or for any loss or damage (howsoever caused) which any end user or other third party may suffer as a result of using and/or relying on them and/or any of their provisions. The above copyright notice must be displayed on all National Society template contracts that are adopted by individual end users*

***Note: Pursuant to the Employment Acts, all employees who commence employment on or after 6th April 2020 must receive a written statement of particulars on or before their first day of employment. This template contract incorporates these new legislative changes. [NB The legislative changes also apply to workers - see separate worker's contract for details].***

THIS AGREEMENT IS DATED [ ][[5]](#footnote-5)

BETWEEN

(1) [ ] [MULTI][[6]](#footnote-6) ACADEMY[[7]](#footnote-7) TRUST COMPANY LIMITED (the "Employer") of [ ][[8]](#footnote-8)

**AND**

**(2) [ ] (the "Employee") of [ ][[9]](#footnote-9)**

**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[[10]](#footnote-10) and includes all [other academies within the Employer and all][[11]](#footnote-11) sites upon which the Academy undertaking is carried out from time to time.

* + 1. "Chairman" means the chairman of the Employer appointed from time to time.
		2. "Contract" means this agreement, which should be read in conjunction with the Handbook.
		3. "Diocese" means the Church of England diocese in which the Academy is situated, and ‘Diocesan’ shall be construed accordingly.
		4. "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.

1.1.5 "Education Acts" has the same meaning as in section 578 of the Education Act 1996 (as amended).

1.1.6 "Employer" means the employer named at the beginning of the 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.

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

1.1.8 "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.

1.1.9 "Green Book" means the “National Agreement on Pay and Conditions of Service for Local Government Services” and includes any subsequent amendments thereto.

1.1.10 "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 and which can be accessed [ ][[12]](#footnote-12). All such policies and procedures are non-contractual unless expressly stated otherwise.

1.1.11 "LGPS" means the Local Government Pension Scheme.

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

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.

1.2 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 a [Teaching Assistant Level [ [[13]](#footnote-13)] [Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Business Manager] [Head of Finance/Bursar] [Other [[14]](#footnote-14)] [[15]](#footnote-15) at the Academy (the "Post").

**3. JOB DESCRIPTION**

3.1 The Employee's job description is attached at Schedule 1.[[16]](#footnote-16)

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 [ ][[17]](#footnote-17).

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 Keeping Children Safe in Education 2015.

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 [a permanent full time post] [a permanent part time post] [for a fixed-term which expires on [ ][[18]](#footnote-18)] [a post which will expire on the happening of [ ] [[19]](#footnote-19)][[20]](#footnote-20)

[optional clause - delete if not required[[21]](#footnote-21)

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].[[22]](#footnote-22) 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).]

**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 AND BENEFITS**

7.1 The Employee's current salary is [£ ][[23]](#footnote-23) gross per annum as per the applicable pay scale [ ][[24]](#footnote-24) spinal column point number [ ][[25]](#footnote-25) [paid pro rata for part-time employees].[[26]](#footnote-26)

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 without affecting the other terms of the Employee's employment. 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][[27]](#footnote-27)

7.4 The Employee's salary will be paid on or around [ ][[28]](#footnote-28)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 receive the following additional benefits:[[29]](#footnote-29)

**8 HOURS OF WORK**

8.1 The Employee's normal hours of work are [ ] [[30]](#footnote-30) on a term-time only basis over [ weeks] [[31]](#footnote-31) per year with a lunch break each working day of [ ] [[32]](#footnote-32)

8.2 Subject to the provisions of the Working Time Regulations 1998 (as amended) the Employee may be required to work such additional hours as may be necessary to enable the Employee to effectively discharge his/her duties under this Contract.

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

**9 duties**

9.1 The Employee is required to perform the duties of a [Teaching Assistant Level [ [[33]](#footnote-33)] [Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Business Manager] [Head Of Finance/Bursar] [Other [[34]](#footnote-34)] [[35]](#footnote-35)in accordance with the Employee's job description at Schedule 1.

9.2 The Employee shall exercise the professional duties and maintain the professional standards of a [ ] [[36]](#footnote-36) in the Academy under the directions of the Employer and in accordance with:

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

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

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

9.2.4 [the Green Book, and any subsequent modifications thereof][[37]](#footnote-37); and

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

9.3 The Employee shall:

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

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

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

 contrary to the interests of the Academy.

9.4 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. The Employee's should normally 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.

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.

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 Green Book. Notification of sickness absence must be made in accordance with 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 Green 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 Green Book from time to time.

**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 LGPS and contributions shall be deducted from the Employee's salary. Further details of the LGPS are available at http://www.lgps.org.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,

[in the case of a permanent contract, the minimum period of notice to be given to the Employee by the Employer shall be one week for each complete year of service, up to a maximum of 12 weeks.]

[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 Green Book expiring at the end of a Academy term as defined by the Green Book.] [[38]](#footnote-38)

16.2 The Employee may terminate this Contract at any time by giving to the Employer not less than one month’s written notice.

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 the 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) Order 1999 and the Green 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 TRAINING**

The Employer's training policy (if any) is set out in the Handbook. The Employer shall require the Employee to undertake the following specific training[[39]](#footnote-39).

**19 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 19). Breach of this clause 19 by the Employee may be treated as gross misconduct warranting summary dismissal without notice.

**20. 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.

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

(on behalf of )[ ] [MULTI][[40]](#footnote-40) ACADEMY[[41]](#footnote-41) TRUST COMPANY LIMITED)

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

**Schedule 1[[42]](#footnote-42)**

[Teaching Assistant (Level 1)]

[Teaching Assist (Level 2)]

[Teaching Assistant (Level 3)]

[Teaching Assistant (Level 4)]

[Welfare Assistant]

[Classroom Assistant]

[Nursery Employee]

 [Bursar in accordance with the Employee's job description at Schedule 1.]

[Clerk in accordance with the Employee's job description at Schedule 1.]

[Other] [[43]](#footnote-43)

**Schedule 2[[44]](#footnote-44)**

1. Insert level 1- 4 [↑](#footnote-ref-1)
2. Insert position/role (eg HR Manager) [↑](#footnote-ref-2)
3. Delete as appropriate [↑](#footnote-ref-3)
4. Delete as appropriate [↑](#footnote-ref-4)
5. Insert date [↑](#footnote-ref-5)
6. Delete as appropriate [↑](#footnote-ref-6)
7. Insert name of Employer [↑](#footnote-ref-7)
8. Insert Employer's address [↑](#footnote-ref-8)
9. Insert Employee's address [↑](#footnote-ref-9)
10. Insert name and address of academy [or, in the case of a MAT, the particular academy where the employee is to work] [↑](#footnote-ref-10)
11. Delete as appropriate [↑](#footnote-ref-11)
12. State where the Handbook is located. [↑](#footnote-ref-12)
13. Insert level 1- 4 [↑](#footnote-ref-13)
14. Insert position/role (eg HR Manager) [↑](#footnote-ref-14)
15. Delete as appropriate [↑](#footnote-ref-15)
16. Insert Job Description at Schedule 1 [↑](#footnote-ref-16)
17. Insert commencement date [↑](#footnote-ref-17)
18. Insert end date of fixed term and explain why the post is for a fixed term. [↑](#footnote-ref-18)
19. Insert details of event and explain why the post is temporary. [↑](#footnote-ref-19)
20. Delete as appropriate, depending on type of contract [↑](#footnote-ref-20)
21. note that the use of probationary periods is unusual in the sector. Schools wishing to use this approach should follow an appropriate consultation process and take legal and/or HR advice before inserting the clause in the contract. [↑](#footnote-ref-21)
22. any use of a short notice period will need to reflect any local agreements with the trade unions around staff terms and conditions. [↑](#footnote-ref-22)
23. Insert gross salary figure [↑](#footnote-ref-23)
24. Insert pay scale number [↑](#footnote-ref-24)
25. Insert spinal column point number [↑](#footnote-ref-25)
26. Delete as appropriate [↑](#footnote-ref-26)
27. Insert details of any other payments [↑](#footnote-ref-27)
28. Insert date [↑](#footnote-ref-28)
29. List any additional benefits or allowances (i.e. in addition to salary and contractual holidays) including non-contractual benefits (e.g. company car, childcare vouchers etc) [↑](#footnote-ref-29)
30. Insert days of week and start and finish time [↑](#footnote-ref-30)
31. Enter number of weeks [↑](#footnote-ref-31)
32. Insert length of lunch break [↑](#footnote-ref-32)
33. Insert level 1- 4 [↑](#footnote-ref-33)
34. Insert position/role (eg HR Manager) [↑](#footnote-ref-34)
35. Delete as appropriate [↑](#footnote-ref-35)
36. Insert as appropriate [↑](#footnote-ref-36)
37. Consider whether use of Local Authority pay scales is appropriate for Business Managers/ Finance Officers. Market rates may be advisable for a more senior role. [↑](#footnote-ref-37)
38. Fixed term Contract [↑](#footnote-ref-38)
39. List any specific training requirements here, to include any training which the Employee must pay for personally [↑](#footnote-ref-39)
40. Delete as appropriate [↑](#footnote-ref-40)
41. Insert name of Employer [↑](#footnote-ref-41)
42. Insert Job Description, as appropriate [↑](#footnote-ref-42)
43. Delete as appropriate [↑](#footnote-ref-43)
44. Insert list of Collective Agreements, plus details of where they can be inspected [↑](#footnote-ref-44)