© 2021 National Society (Church of England and Church in Wales) for the Promotion of Education.

**[THIS MODEL CONTRACT IS SUITABLE FOR USE IN ALL CHURCH OF ENGLAND ACADEMIES. PLEASE ENSURE YOU READ THE ACCOMPANYING GUIDANCE AND THE NOTES WITHIN THIS DOCUMENT BEFORE ISSUING THE CONTRACT.**

**THE NATIONAL SOCIETY HAS CONSULTED WITH NATIONAL UNION REPRESENTATIVES ON THESE TERMS AND CONDITIONS FOR EXECUTIVE STAFF [BUT HAS NOT AGREED THESE WITH THEM]. THIS CONTRACT MUST BE CONSULTED ON IN ACCORDANCE WITH ANY APPLICABLE LOCAL CONSULTATION REQUIREMENTS AND ADAPTED ACCORDINGLY. ACADEMY TRUSTS WILL ALSO NEED TO REVIEW THE CONTENTS OF THIS CONTRACT IN LIGHT OF THEIR OWN GOVERNANCE STRUCTURE AND MAY NEED TO MAKE AMENDMENTS ACCORDINGLY.]**

**THIS AGREEMENT** (the “Agreement”) sets out the standard terms and conditions of employment for executive staff employed by [INSERT NAME OF [MULTI] ACADEMY TRUST], an academy trust and a company limited by guarantee and registered in England & Wales under company number [INSERT], whose registered office is [INSERT] (“**We/us/the Trust**”).

This Agreement should be read in conjunction with the letter offering employment to the particular employee (the **“Offer Letter”**) which shall contain the terms and conditions which are specific to that particular employee’s employment with us. Clauses in this Agreement refer to the Offer Letter where appropriate.

This Agreement will apply whether an Offer Letter is issued by the Trust or by any of the schools/academies for which the Trust has responsibility.

For the avoidance of doubt, the Offer Letter together with this Agreement constitute the written statement of particulars of employment that the Trust is required to provide to its employees in compliance with the Employment Rights Act 1996.

**BACKGROUND**

We operate [INSERT NAME OF THE ACADEMY] (“the Academy”)/all of the academies in the Trust]. Our aim is to provide an outstanding education to all the children taught by us. We expect all our employees to work together to achieve that aim. [INSERT ANY OTHER RELEVANT ETHOS STATEMENT].

**AGREED TERMS**

***A. CONTRACTUAL BACKGROUND***

# INTERPRETATION

## The definitions in this **Clause 1.1** apply in this Agreement:

### **Academy/ies:** the academy/ies where the employee will be employed to carry out their duties and named in the Offer Letter;

### **Board:** the board of directors of the Trust (including any committee of the board duly appointed by it);

### **Chair:** the chair of the Board;

### **Chief Executive Officer:** the most senior executive leader employed by the Trust with responsibility for operations and for the delivery of the Trust’s vision and ethos;

### **Capacity**: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

### **Child Protection Issue**: any allegation that any child may be at risk of harm;

### **Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to our business, affairs and finances for the time being confidential to us and personal data relating to members, directors, governors, employees, pupils, parents and/or carers of pupils, suppliers and contacts;

### **Connected Person** means any of an employee’s (including a potential employee’s):

1. partner or ex-partner (which includes a wife, husband, civil partner and any person they had a personal or romantic relationship with),
2. father, mother, sister, brother, son, daughter, uncle, aunt, nephew, niece or cousin,
3. partner’s father, mother, sister, brother, son, daughter, uncle, aunt, nephew, niece or cousin,
4. the partner of any those people listed at (a) (b) or (c),
5. a person with whom the employee has a business relationship, and
6. the partner of a person with whom the employee has a business relationship.

**Copies:** copies or records of any Confidential Information in whatever form (including in electronic, oral, visual or written form or on any magnetic or optical disk or memory stick and wherever located) including analysis, compilations, extracts, plans, studies or any other way of representing or recording and recalling information which contains, reflects or is derived, extracted or generated from Confidential Information;

### **Data Protection Policies**: those of the Trust’s policies and procedures which deal with data protection whether required as a consequence of the Data Protection Act 2018 or otherwise, including (but not limited to) Privacy Policy, GDPR Policy, Social Media Policy, Information Security, Retention of Records, CCTV and Surveillance (where applicable) and any Technology Acceptable User Policy or Agreement;

### **Designated Safeguarding Lead**: the person designated by us as the principal contact to deal with Child Protection Issues and in the event that such a person is inappropriate or absent shall mean the [Chair/Chief Executive Officer];

### **Diocesan Board of Education**: that body constituted under the Diocesan Boards of Education Measure 2021 for the Diocese and any successor body, and includes the officers thereof;

### **Diocese:** the Church of England diocese of [INSERT];

### **Garden Leave**: any period during which we have exercised our rights under **Clause [**INSERT**]**;

### **Green Book**: the current National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service;

### **[Group Company:** us**,** any Holding Company of us and any Subsidiary of us or of any such Holding Company and any reference to the “Trust” shall include any Group Company;]

**[Local Governing Body/Local Academy Committee/[INSERT RELEVANT TERMINOLOGY]]:** a committee established by the Trust pursuant to the Articles of Association to carry out specified functions in relation to the Academies as delegated by the Trust and/or pursuant to any Scheme of Delegation, as appropriate;

**Off-Site Information:** Confidential Information, Copies or other information belonging to any Protected Person which is or has been stored on or in Personal Storage;

**Personal Storage:** any medium (including but not limited to any computer, computing equipment, device, e-mail account, flash drive, hard drive, magnetic or optical disk, cloud or online storage, memory stick or mobile telephone) which is not owned by a Protected Person and which is in an employee’s care, control, custody or possession or is accessible to them;

**Protected Person:** us, any Group Company, the Academies, the Diocese and any of our or their current, former or prospective agents, carers, guardians or parents of pupils, pupils, contractors, consultants, partners, directors, trustees, members, officers, post-holders, employees, workers, intermediaries or suppliers;

### **Regulations**: the Education (Independent School Standards) (England) Regulations 2014 as amended;

### **Restricted Person:** anyone employed or engaged by the Trust or any Group Company at the level of [POSITION] or above with whom the employee had material dealings in the 12 months preceding the Termination Date;

### **School Day:** any weekday on which the Academies are designated by their Headteacher as a day when the teaching staff are required to attend and includes any INSET day;

### **Social Media** includes any blog, website or other medium for example (without limitation) Facebook, Twitter, Kik, Instagram, Bebo, Myspace, Wikipedia, YouTube, FourSquare, Yelp, Qype, Flickr, LinkedIn, Pinterest, Google+, Tumblr, WhatsApp; Tik Tok;

### **[Subsidiary and Holding Company**: in relation to a company, mean “subsidiary” and “holding company” as defined in section 1159 of the Companies Act 2006, and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee;]

### **Termination Date**: the date on which the employee’s employment terminates, by whatever reason; and

### **WTR**: the Working Time Regulations 1998.

## The headings in this Agreement are inserted for convenience only and shall not affect its construction.

## A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

***B. THE ROLE***

# THE GREEN BOOK

## We are not a party of the National Joint Council for Local Government Services or a party to the Green Book.

## 2.2 The provisions of the Green Book are incorporated into this Agreement and form part of employees’ terms and conditions of employment. [If Green Book is being varied: The Trust has chosen to vary the terms of the Green Book and such variations are set out in this Agreement and at ***Schedule 1.*** If there is any conflict between the provisions of this Agreement and the Green Book, the terms of this Agreement will prevail.]

# COLLECTIVE AGREEMENTS

## EITHER: No other collective agreement is relevant to employment with us.

## OR: Collective agreements that apply to employment with us are set out at ***Schedule 1/2***.

# JOB TITLE

## Employees’ job titles are set out in the Offer Letter.

## The Offer Letter will stipulate whether the employment is permanent, temporary or for a fixed term, and whether it is full time of part time, year round or term time only.

# DUTIES

## 5.1 Employees shall:

1. fulfil the duties:

### set out in the job description attached to, or incorporated in, the Offer Letter,

### set out in any appraisal objectives or performance plan, and

### reasonably required by us given the employee’s status, experience and job title;

1. co-operate with employees in Trust-wide roles;
2. liaise and cooperate with officers of the Diocese, making such reports to the Diocese and to the Trust in connection with the discharge of their duties under this Agreement as they may reasonably require, either on a regular basis, or from time to time;
3. faithfully and diligently exercise such powers and perform such duties as they may from time to time be assigned by the Trust together with any person or person who we may appoint to act jointly with them;
4. if so appointed, act as a director and carry out duties on behalf of any other Group Company including, if so required by the Board, acting as an officer or consultant of any such Group Company;
5. ensure they are familiar with the latest Ofsted and SIAMs inspection framework and guidance applicable to the Academies and the Trust;
6. ensure they are familiar with the requirements of all examination boards and the Standards and Testing Agency in relation to examinations, coursework and assessments;
7. maintain oversight of staff for whom they are responsible in relation to the recording of accurate and honest assessments of pupil achievement, attainment and progress;
8. comply with, and ensure those staff they manage comply with:

### our Memorandum and Articles of Association in particular, but not limited to, our charitable objects as contained therein;

### our Funding Agreements with the Secretary of State;

### our Scheme of Delegation, acknowledging where this impacts on staff responsibilities and procedures which must be followed such as financial regulations and authorisations;

1. The advice, guidance and directions of the Diocesan Board of Education in relation to the Diocesan Board of Education Measure 2021 and governance of the Academies in accordance with its founding documents;

### the ESFA Financial Handbook for Academies;

### Keeping Children Safe in Education;

### the requirements of the examination boards and authorities in relation to assessment, coursework and examinations;

### the requirements of our policies and procedures, particularly those relating to safeguarding and child protection;

### any local Union agreement recognised by us and/or transferred to the Trust in accordance with the operation of TUPE;

### the provisions of data protection, educational, company and charity law as it applies to us; and

### the Regulations.

# RELIGIOUS ETHOS

## During the appointment employees’ shall:

## have regard to, maintain and develop the Church of England character of the Academies;

## be conscientious and loyal to the aims and objectives of the Trust and the Academies;

## not do anything which is, or has the potential to be, in any way detrimental, prejudicial or contrary to the interests of the Trust and the Academies;

## have due regard to, and implement, advice given by the Diocesan Board of Education when carrying out their functions;

## [in relation to each of the Academies to recognise and support their individual ethos, whether or not designated Church of England; and]

## promote good relationships with the parents/guardians of the pupils of the Academies, the Diocese, the Local Authority, the Department for Education and the Education Skills Funding Agency.

## In all cases, executive staff must be committed to leading the Christian character of the Academies.

## ***C. COMMENCEMENT OF EMPLOYMENT***

# DATE OF COMMENCEMENT

## The date of commencement of employment (the “**Commencement Date”**) will be set out in the Offer Letter.

# PROBATIONARY PERIOD

## EITHER: New employees shall be subject to a **Probationary Period** which shall start on the Commencement Date and last for a period of [one/two terms].

## We may, at our discretion, extend the probationary period for up to a further [one term] however we are not obliged to extend the probationary period and are entitled to terminate employment, with notice (or pay in lieu of notice), on the grounds that the employee has not successfully completed probation, without first giving an extension.

## During the Probationary Period (including any period where probation has been extended) your performance and suitability for continued employment will be monitored. If conduct and/or performance has been unsatisfactory, we may terminate your employment giving not less than [INSERT weeks’/months’] notice, subject always to our right to summarily dismiss for gross misconduct.

## The Probationary Period is deemed to continue even where the duration of the Probationary Period has passed and shall continue until such time that the employee receives written confirmation from the Trust that they have successfully passed probation.

## OR: Employment with us is not subject to a probationary period.

# CONTINUOUS EMPLOYMENT

## Any period of continuous service is set out in the Offer Letter.

# CONDITIONS AND WARRANTIES

## Employees represent and warrant to us that, by entering into this Agreement or performing any of their obligations under it, they will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on them.

## Employees represent and warrant that they have disclosed all convictions (including any that are spent), cautions, final warnings and reprimands that are not protected, bankruptcies and any composition with creditors.

## Employees warrant that they are entitled to work in the United Kingdom without any additional approvals and will notify us immediately if they cease to be so entitled during their employment.

## Employment with us is strictly conditional upon:

* 1. Employees not being barred from regulated activity relating to children in accordance with section 3(2) of the Safeguarding Vulnerable Groups Act 2006;
  2. employees not being disqualified from registration under the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge (Extended Entitlement) (Amendment) Regulations 2018;
  3. employees not being subject to any restrictions which prevent them from holding office as a director;
  4. Employees confirming their identity to our satisfaction;
  5. Employees having honestly and fully identified to us any periods when they have lived or worked outside the UK and us being satisfied from further enquiries that they are suitable to work with children;
  6. Employees having honestly and fully identified to us any periods where they were not in employment and us being satisfied from further enquiries that they are suitable to work with children;
  7. Employees not having any undeclared spent or unspent convictions, cautions, final warnings or reprimands that are not protected;
  8. Employees not having been referred to the Teaching Regulation Agency or its predecessors or equivalents for any matter relating to teaching or, if referred, no action has been taken by the Teaching Regulation Agency;
  9. receipt by us of an enhanced Criminal Records Check from the Disclosure and Barring Service which does not disclose any matter not voluntarily disclosed to us before or at the employee’s interview appointment;
  10. the contents of any curriculum vitae or job application supplied by the employee to us or any employment agency being true;
  11. any representations made by the employee to us prior to the Commencement Date being true;
  12. the references supplied to us being genuine references from genuine employers;
  13. the references (and answers to all other enquiries) supplied to us being satisfactory to us;
  14. employees having disclosed to us details of any Connected Person whom they know to be a member or director of the Trust or a member of the Senior Leadership Team at the Academies;
  15. employees having the legal right to work in the United Kingdom;
  16. employees being medically fit to work in a school setting as assessed by our external occupational health assessors in line with the Equality Act 2010 and any other relevant legislative requirements; and
  17. disclosure of:

1. dismissal from any previous employment by reason of gross misconduct;

(ii) the termination of any previous employment in the context of disciplinary allegations having been made against them even where any disciplinary process had not yet concluded at the point of termination/resignation;

1. any suspension by a previous employer in the 12 months before the Commencement Date;

1. any disciplinary sanctions made or any formal capability process invoked in the 12 months before the Commencement Date.

## In the event of an employee having breached any condition, their employment may be terminated immediately without notice or payment in lieu of notice.

***D. PAY AND BENEFITS***

# REMUNERATION [AND BONUS]

## Employees’ annual salary as at the Commencement Date is set out in the Offer Letter and is subject to deductions of income tax and national insurance contributions as required by law.

## Part-time employees’ salary and any allowances have been pro-rated accordingly.

## Progression through a pay range is determined in accordance with our annual pay policy. There is no guaranteed annual pay rise. A pay rise in one academic year does not give rise to an expectation or an obligation on the Trust that a pay rise will be given in any subsequent academic year. [There will be no salary review after notice of termination has been given by the employee or the Trust [or where the employee is subject to active disciplinary and/or capability proceedings]].

## [An increase in salary level or allowance may be made conditional upon signing a revised contract of employment.]

## Remuneration shall be payable by equal monthly instalments in arrears on the [DAY] of the month, [except in December when you will normally be paid before the Christmas public holiday].

## [We may in our absolute discretion pay an employee who is an Executive Support Staff member an annual bonus of up to a maximum of [10]% of annual basic salary based on their performance and that of the Trust and its academies in the academic year 1 September to 31 August subject to the remaining provisions of this Clause 11.

* 1. For the purposes of any discretionary bonus, employees’ performance and that of the Trust and its academies will be assessed in the [MONTH] following the end of the relevant academic year and if any bonus is awarded, it will be payable in the [MONTH] following the end of the relevant academic year.
  2. There will be no entitlement to a discretionary bonus if during the relevant academic year or before the bonus is due to be paid:
     1. an employee has not been employed for the full academic year that is being considered;
     2. Ofsted inspects the Trust and/or its academies and assesses that [one/some/all] “Requires Improvement” or [is/are] “Inadequate”;
     3. the ESFA issues a financial notice to improve to one of the Trust’s academies;
     4. employment is terminated by us for misconduct or gross misconduct;
     5. an employee has been given a formal disciplinary or capability warning which has not been overturned on appeal; or
     6. either party has given notice of termination of employment.

11.9 For the purposes of any discretionary bonus, the [Board/Chief Executive Officer] will set objectives for the employee by no later than [31 January] in the relevant academic year. We may set objectives just relating to the employee’s performance, just relating to the Academies performance, or a mixture of both. This will be for the [Board/Chief Executive Officer] to determine in each relevant academic year.

## 11.10 Any bonus payment made shall be purely discretionary and shall not form part of an employee’s contractual remuneration under this Agreement. If we make a bonus payment to an employee in respect of a particular academic year, we shall not be obliged to make subsequent bonus payments [in respect of subsequent academic years.

## 11.11 There is no right of appeal against the setting of objectives or the amount of the bonus.

## 11.12 If any time in the [X] year period after any bonus is paid to an employee under this Clause 11 (even if the period expires after the termination of the employee’s employment for whatever reason), we, or any Group Company, are required to restate our accounts to a material extent, or we become aware of material wrongdoing on the employee’s part that would have entitled us to terminate their employment, then we will be entitled to recalculate (in good faith) the bonus that we would have awarded to the employee in respect of each academic year in that period had these facts been known at the time the bonus was awarded. The employee will, if so required by the Trust, and without prejudice to our other remedies, repay on demand the difference between such recalculated bonuses and the bonuses actually paid to them (even if the demand is made after termination of employment). For the avoidance of doubt a recalculation under this provision may result in the bonus being reduced to nil.]

# DEDUCTIONS

# We may deduct from salary, or any other sums owed to employees, any monies owed to the Trust by employees. Employees will be notified in advance of any intended deductions. Arrangements to repay any sums due to the Trust will be made with the intention of avoiding unnecessary hardship.

# EXPENSES

## We will reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by employees in the course of their employment, subject to production of VAT receipts or other appropriate evidence of payment.

## Payment of expenses is conditional on employees complying with the Trust’s [Expenses Policy].

# PENSION

## Where employees’ are employed full-time or part time and they are between the ages of 16 and 75 and their employment is for a period of 3 months or more, they shall be automatically enrolled as a member of an appropriate pension scheme, being either the Teachers’ Pension Scheme or the Local Government Pension Scheme.

## Employees may, at any time in the course of their employment, opt out of the appropriate pension scheme and make alternative arrangements. Notice to do so should be given in accordance with the rules of the relevant pension scheme.

## If an employee opts out of the appropriate pension scheme, the Trust may still be required to auto-enrol them every three years into a scheme to comply with the law on pensions auto-enrolment.

# SICK PAY

## EITHER: The Trust’s [Sickness Absence Policy] will apply and sets out our sickness absence reporting procedure and employees’ entitlement to Sick Pay. The [Sickness Absence Policy] can be accessed [on the Trust’s intranet/in the Trust’s Staff Handbook/STATE PLACE].

## OR: The Trust’s sickness absence reporting procedures are set out in [INSERT]. The provisions of section 10 of Part 2 of the Green Book and section 4 of Part 3 headed ‘Sickness Scheme’ shall apply to employees employed by the Trust (which constitutes Occupational Sick Pay).

* 1. We may, at our expense at any time, whether or not the employee is then ill, request that employees undergo a medical examination by a medical practitioner nominated by us. Employees will not be entitled to Occupational Sick Pay if they do not cooperate with such a request or do not authorise disclosure of the results of that examination to us.
  2. If employees’ absence is due to sickness or injury which is, or appears to be, occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party (**Negligent Party**) in respect of which damages are or may be recoverable, the employee will immediately notify us of that fact and of any claim, compromise, judgment or settlement awarded or made or in connection with it and all relevant particulars that we may reasonably require. Employees will, if required by us, co-operate in any related proceedings and refund to us that part of any compensation or damages recovered by them relating to the loss of earnings for the period of absence occasioned by the Negligent Party as we may reasonably determine (less any costs borne by the employee in connection with the recovery of such damages or compensation), provided that the amount to be refunded will not exceed the total amount paid to the employee by us in respect of the period of absence.
  3. All Occupational Sick Pay or any discretionary sick pay paid to an employee shall be deemed to include Statutory Sick Pay.

# MATERNITY, PATERNITY, ADOPTION & SHARED PARENTAL LEAVE

## EITHER: The Trust’s [Family Leave Policy] will apply and can be accessed [on the Academy’s intranet/in the Trust’s Staff Handbook].

## OR: The maternity pay scheme set out in Paragraphs 11.5 (b) of the Green Book shall apply to employment.

## We shall comply with the statutory schemes for Paternity, Adoption and Shared Parental Leave.

# 17. TIME OFF FOR DEPENDANTS

## EITHER: The Trust’s [Leave of Absence Policy] will apply to employees and is available [on the Academy’s intranet/in the Trust’s Staff Handbook].

## OR: We shall comply with the statutory scheme for time off for dependents.

***E. PERFORMING THE JOB***

# 18. PLACE OF WORK

## 18.1 The employee’s main place of work is set out in the Offer Letter.

## 18.2 Employees are not required to work outside the UK as part of their employment unless they agree to accompany a school trip or overseas education visit.

## 18.3 We may re-deploy an employee to work at any academy run by us within reasonable travel distance either of their usual place of work named in the Offer Letter or of the employee’s home address:

1. temporarily or permanently to meet our needs;
2. temporarily or permanently as a response to any disciplinary allegation or grievance in accordance with the disciplinary or grievance procedure;
3. temporarily or permanently as a response to any unexpected workplace opening or closure caused by events outside our control including but not limited to acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination;
4. temporarily or permanently to meet our obligations under any service level agreement and/or memorandum of understanding and/or similar agreement with any other school or academy under which we are providing school improvement services or any other service or support as defined in that agreement; or
5. permanently as an alternative to dismissal for redundancy if a suitable alternative vacancy arises at another academy.

18.4 In relation to circumstances when Clause 18.3(c) may apply, we may reasonably require employees to work from home as an alternative to re-deployment to another of our sites.

# 19. WORKING AT OTHER SCHOOLS/ACADEMIES AND TRAINING

## 19.1 Employees may be required to attend at and/or work at other academies and/or schools as part of their career development and professional training.

## 19.2 Employees are entitled to take part in various training courses which we may provide or arrange from time to time. Specific details of what courses might be available can be found on the [intranet]. Employees should speak to their line manager in the first instance if they would like to take a course.

# 20. OTHER EMPLOYMENT & OUTSIDE INTERESTS

Where employees wish to take part in any outside activity which may, in the reasonable opinion of the Trust (i) interfere with the efficient discharge of their duties; (ii) taken together with the hours worked for the Trust, contravene the limits prescribed in the Working Time Regulations 1998; (iii) conflict with the Trust’s interests; (iv) bring the Trust into disrepute, (v) bring the Diocese or Church into disrepute/e, the employee is required to obtain the prior written consent of the [Chair/Chief Executive Officer], such consent not to be unreasonably withheld. ‘Outside activity’ includes, but is not limited to, direct or indirect involvement even where the employee receives no remuneration for their involvement; being an employee or worker of (at whatever level of authority/responsibility) or a consultant to a business; or having any financial or other interest in a business even if this does not involve active participation in the business.

# 21. WORKING HOURS

# 21.1 EITHER: Employees working hours are set out in the Offer Letter.

# OR: There are no normal working hours associated with the employee’s position and the employee and the Trust acknowledge and agree that the employee’s senior status and their autonomous decision-making powers mean they are free to determine the hours they work, provided that they fufil their duties under this Agreement, and that they are therefore covered by WTR Regulation 20 and that the 48 hour maximum working week does not to apply to their employment. If, in fact, an employee is not covered by WTR Regulation 20, the employee agrees that the maximum weekly working time limit provided for in WTR Regulation 4 will not apply to them. The employee must give the Trust not less than [three months’] written notice if they wish to withdraw their agreement.

## 21.2 The start and end times of the School Day for pupils and for teachers are set out regularly by the Academies and may be changed by the Academies from time to time in consultation with staff, parents and other relevant stakeholders.

## 21.3 INSET Days may be taken as twilight sessions at the end of a School Day.

## 21.4 Employees are expected to attend meetings of the Trust board and [Local Governing Body/Local Academy Committee] [and/or their committees] as required including any held outside of school hours without any additional payment.

## 21.5 Employees may be expected to be present at the Academies on evenings where open evenings or parents evenings take place.

## 21.6 Employees must let the Trust’s [Chair/Chief Executive Officer] have their contact details so that they can be contacted by phone or email in case their approval is needed in emergency situations on days other than School Days.

## 21.7 Employees are entitled to an unpaid break of reasonable length in the course of each working day.

## 21.8 Time spent travelling to and from work shall not count as working time.

# 22. TERM DATES AND HOLIDAYS

## 22.1 Employees will be entitled to the number of days paid holiday in each holiday year as set out in the Offer Letter.

## 22.2 No leave of absence may be taken on a School Day, except with the prior written permission of the [Chair/Chief Executive Officer].

22.3 The Trust’s holiday year runs between [1 September and 31 August]. If the employee’s employment starts or finishes part way through the holiday year, their holiday entitlement during that year shall be calculated on a pro-rata basis. Employees are required to take holiday in periods of school closure and public holidays, details of which will be notified to employees by the Trust from time to time. Employees are deemed to take their statutory basic annual leave under regulation 13 WTR, then their statutory additional leave under regulation 13A WTR from the start of the holiday year on weekdays which are not School Days.

22.4 Employees shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of their employment.

22.5 If on termination of employment, an employee has taken in excess of their accrued holiday entitlement, the Trust shall be entitled to recover the excess from the employee by way of deduction from any payments due to the employee.

22.6 If either party has served notice to terminate the employment, the Trust may require the employee to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under Clause [INSERT].

# 23. HR PROCEDURES

## Our HR procedures including disciplinary, grievance resolution, capability, pay, appraisal, public interest disclosure, IT acceptable use and child protection policies are set out [on our website or provided with these terms and conditions]. Employees should familiarise themselves with their contents. These policies do not impose contractual obligations on us. Subject to the duty to consult with recognised trade unions, we reserve the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as we think fit. Employees will be notified of any changes in writing, where appropriate. If there is a conflict between any Trust policy/procedure and the Offer Letter/this Agreement, the Offer Letter and this Agreement shall prevail.

# 24. PERSONAL CONDUCT

24.1 Employees must attend work dressed professionally.

24.2 Employees may not smoke any cigarette or simulated cigarette (or ‘vaping’) product on our premises (whether indoors or outdoors) or within sight of our premises or on any school trip or activity.

24.3 Employees must not attend work intoxicated or under the influence of drugs, including alcohol, and must not consume drugs or alcohol on any of our premises or within sight of any of our premises or on any school trip or activity.

24.4 Employees must not participate in any gambling activity on any of our premises or within sight of our premises or using any of our resources or on any school trip or activity.

# 25. TRADE UNION MEMBERSHIP

## We encourage employees to join an appropriate trade union or professional association.

# 26. DATA PROTECTION & FAIR PROCESSING

## 26.1 We will collect and process information relating to employees in accordance with the privacy notice which is at ***Schedule 2/3*** of this Agreement and the Trust’s [Data Protection Policies].

## 26.2 Employees shall comply with our [Data Protection Policies] when handling personal data in the course of employment, including but not limited to personal data relating to any member, director, governor, employee, pupil, parent or carer, contractor or supplier of the Trust.

## 26.3 Failure to comply with the [Data Protection Policies] may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal. Employees must report to us, without delay, any breach of any data protection obligation and/or the Trust’s [Data Protection Policy], whether by their own act or omission, or by another.

## 26.4 Our systems enable us to monitor telephone, email, voicemail, internet and other communications. In order to carry out our legal obligations as an employer (such as ensuring employee's compliance with our [Data Protection Policies]), and for other business reasons. We may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for our lawful purposes.

# 27. COPYRIGHT

The copyright in all materials produced by employees in the course of their employment provided by us and produced, used or disseminated by us shall belong to us, as well as the outcomes from research or professional development specifically funded and supported by us.

# 28. MEDICAL EXAMINATION

28.1 If an employee’s attendance or sickness record makes it expedient, or if there are other reasonable medical grounds, we may engage a nominated medical practitioner to undertake a medical examination to ascertain whether an employee is considered fit in the future to carry out their duties according to this Agreement, the Offer Letter and their Job Description.

28.2 Employees are required to co-operate with the medical practitioner and agree to provide all necessary permission and/or consent to a medical examination.

28.3 All costs and expenses of such medical examination will be paid by us.

28.4 A copy of any report produced will be made available to employees for their comment.

28.5 Employees will consent to any report or opinion produced by the nominated medical professional being disclosed to the Trust/Academies without delay.

***F. PARTICULAR DUTIES DURING EMPLOYMENT***

# 29. DUTY TO REPORT CHANGES IN PERSONAL DATA

Employees must notify us of all changes to personal data, including but not limited to name, address, contact details, qualifications, bank account details and next of kin.

# 30. DUTY TO REPORT MISCONDUCT

## Employees must report to us any misconduct by any of our employees or officers even if to do so would require them to report their own misconduct. For the avoidance of doubt this includes any misconduct relating to financial matters, compliance, coursework, controlled assessment and public examinations. Employees should comply with our [Whistleblowing Policy]].

# 31. DUTY TO REPORT CHILD PROTECTION ISSUES

31.1 We have a duty under section 35 of the Safeguarding Vulnerable Groups Act 2006 to refer to the Disclosure and Barring Service details of any person authorised by us to work with children who has ceased to have that authority or would have ceased to have that authority but for their prior departure and that if we fail to comply with that duty we and our officers are at risk to a criminal fine of up to £5000 each.

31.2 Employees must immediately disclose to our Designated Safeguarding Lead any child protection issue which comes to their attention even if it relates to persons unconnected to the Academies and/or the Trust.

# 32. DUTY TO REPORT INVESTIGATIONS

## Employees must immediately report to the Trust’s [Chair/Chief Executive Officer] if:

1. they have been arrested, cautioned or convicted;
2. a child for whom they have parental responsibility has been taken from their care;
3. they have been referred to the Disclosure Barring Service or the Teachers Regulation Agency (except in the case of the latter where no action is to be taken by the Teachers Regulation Agency);
4. they have been informed that they may no longer have the right to work in the UK; or
5. they have been informed they have been or may be disqualified from registration under the The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.

# 33. DUTY TO REPORT BUSINESS INTERESTS

## Employees must immediately report to the Trust’s Chief Executive Officer (or other officer of the Trust who has responsibility for such matters) if they become aware that the Trust and/or any academy is entering into or intending to enter into a business arrangement or employment contract with a Connected Person.

# 34. HEALTH AND SAFETY DUTIES

## Under the Health and Safety at Work Act 1974 and subsequent legislation employees are required to:

1. take reasonable care for their own health and safety and the health and safety of others; and
2. to cooperate with us or any other person, as far as is reasonably necessary, to enable them to comply with any duties imposed upon them.

# 35. RESTRICTION ON COVERT RECORDINGS

## Employees must not make any covert recording of any meeting which they attend in connection with us or with their employment including any meetings with current or former members, directors, governors, parents, pupils or colleagues. Making a covert recording may amount to gross misconduct and result in termination of employment without notice or payment in lieu of notice in accordance with our [Disciplinary Policy and Procedure].

***G. OBLIGATIONS ON EMPLOYEES DURING AND AFTER EMPLOYMENT***

# 36. ASSISTANCE

During employment and at any time after its termination (howsoever this occurs), employees will at our request provide all reasonable assistance and co-operation to us, any Group Company, the Academies, the Diocese and our, or their, advisers in connection with any internal investigation and any threatened or actual administrative, judicial, regulatory or quasi-judicial proceedings where the employee has in their knowledge or possession, any facts or other matters which we reasonably consider are relevant to such investigations or proceedings, including assistance in preparing witness statements and attendance at any court of tribunal. We will reimburse employees any reasonable expenses incurred by them as a consequence of complying with their obligations under this Clause 36, provided that we approve such expenses in advance.

# 37. RESTRICTION ON GIVING REFERENCES

## During employment and after employment ends employees shall not give a personal or professional reference in relation to any of our current or former employees unless they have the express prior written permission of the Trust’s Chief Executive Officer (or other officer of the Trust who has responsibility for such matters) (such permission not be unreasonably withheld) and unless the content has been expressly approved by the Trust’s Chief Executive Officer (or other officer of the Trust who has responsibility for such matters).

# 38. CONFIDENTIAL INFORMATION

38.1 During employment (except in the proper course of their duties as our employee) and at any time after its termination (howsoever this occurs), employees will:

1. keep with complete secrecy;
2. not copy, download, forward or transfer to any Personal Storage;
3. not use or attempt to use in any manner which may (or is likely to or has the potential to) injure or cause loss (either directly or indirectly) to us or any Protected Person;
4. not disclose to any entity or person, except those authorised by us to know; and
5. use their best endeavours to prevent unauthorised publication or disclosure of any Confidential Information, Copies and any confidential, private, or secret information of any Protected Person which they are aware of by virtue of their work for us or any Group Company.

38.2 These restrictions will cease to apply to information or knowledge which has (otherwise than through an employee’s own unlawful disclosure) become available to the public generally or if they are required to disclose it by law.

38.3 Employees will not (directly or indirectly) at any time during their employment or after its termination (howsoever caused) do, make or publish or cause or encourage to be done, made or published (including by way of Social Media):

1. any derogatory, unfavourable or untrue remarks or statements whether orally or in writing with regard to any Protected Person; or
2. any act or thing which might reasonably be expected to damage the interests or reputation of any Protected Person.

38.4 Nothing in this Agreement will prevent employees from disclosing information in compliance with the strict conditions of Part IVA of the Employment Rights Act 1996.

# 39. RESTRICTION ON USING SOCIAL MEDIA

Employees must comply with the Trust’s [Social Media Policy] during and, where appropriate, after their employment. The [Social Media Policy] is available on the Trust’s website. Employees must not during employment or after it ends use any Social Media to make:

1. contact with any of our current or former pupils or their parents or family members; or
2. any reference to us, their employment with us or to any of our current or former employees or to any of our current or former pupils without the [Chair/Chief Executive Officer’s] prior written consent.

## ***H. ENDING EMPLOYMENT***

# 40. GARDEN LEAVE AND SUSPENSION

40.1 Following service of notice to terminate your employment by either party, or if an employee purports to terminate their employment in breach of contract we may, at our absolute discretion, by written notice place the employee on Garden Leave for the whole or part of the remainder of their employment.

40.2 We may suspend an employee from their duties during any investigation into matters arising from any grievance or disciplinary process or during the period whilst a disciplinary grievance or appeal process remains outstanding. Suspension is neither a presumption of guilt nor a disciplinary sanction and will be for no longer than is necessary.

40.3 During any period of Garden Leave or suspension:

1. we shall be under no obligation to provide any work to the employee and may revoke any powers they hold on behalf of or in connection with the Trust;
2. we may require the employee to carry out alternative duties, attend meetings or to only perform such specific duties as are expressly assigned to them, at such location (including their home) as we may decide;
3. employees shall continue to receive basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
4. employees shall remain employed and bound by the terms of this Agreement (including any implied duties of good faith and fidelity);
5. employees shall ensure that the [Chair/Chief Executive Officer] or such other person nominated by the Trust knows where they will be and how they can be contacted during each working day (except during any periods taken as holiday in the usual way);
6. we may exclude employees from the academies, any premises of the Trust or from any event organised by us or a Group Company or in which we or a Group Company are participating;
7. we may require employees not to contact or deal with (or attempt to contact or deal with) any member, director, officer, employee, consultant, pupil or parent of pupil, agent, supplier, adviser or other business contact of the Trust; and
8. we may withdraw employees’ access to our IT systems.

**41. NOTICE OF TERMINATION**

## 41.1 Employment may be terminated by either party giving written notice to the other. Periods of notice are set out in the Offer Letter.

## 41.2 In the case of a fixed-term contract, employment will terminate automatically on the date set out in the Offer Letter unless we terminate employment earlier by giving not less than the statutory minimum period of notice required by law.

## 41.3 In the case of a temporary contract for an indefinite period, employment will terminate automatically on the School Day preceding the happening of the event specified in the Offer Letter unless we terminate employment earlier by giving not less than the statutory minimum period of notice required by law.

## 41.4 Notwithstanding anything in this Clause 41, the Trust may, in its sole and absolute discretion, terminate an employee’s employment at any time and with immediate effect by notifying the employee that we are exercising our right under this Clause 41.4 to make a payment in lieu of notice (**Payment in Lieu**) to the employee. This Payment in Lieu will be equal to the basic salary only (as at the date of termination) which the employee would have been entitled to receive under this Agreement during the notice period referred to at Clauses 41.1 – 41.3 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

# 42. TERMINATION WITHOUT NOTICE

42.1 Notwithstanding any other provision of this Agreement we may terminate employment with immediate effect without notice and with no liability to make any further payments (other than in respect of amounts accrued due at the date of termination) or pay in lieu of notice if we believe an employee:

1. is in breach of any condition or warranty set out in this Agreement;
2. is barred from working with children;
3. is found to have committed any act of gross misconduct;
4. commits any act of discrimination, harassment or victimisation contrary to the Equality Act 2010;
5. does anything which is, or has the potential to be, in our reasonable opinion, detrimental to our reputation or brings the employee, us or any Group Company, the Diocese or the Church into disrepute or is materially adverse to us;
6. is, in our reasonable opinion, negligent in the performance of their duties;
7. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
8. has a bankruptcy order or receiving order made against them or has entered into any arrangements or composition with creditors generally;
9. ceases to be eligible to work in the United Kingdom;
10. is prohibited by law from being a director;
11. commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions; or

(l) is guilty of a serious breach of any our rules from time to time regarding the use of Confidential Information or our electronic communications systems.

This is a non-exhaustive list of circumstances which may give rise to summary termination of employment.

## 42.2 Our rights under Clause 42.1 are without prejudice to any other rights that we might have at law to terminate employment or to accept any breach of this Agreement by an employee as having brought the Agreement to an end. Any delay by us in exercising our rights to terminate shall not constitute a waiver thereof.

# 43. OBLIGATIONS ON TERMINATION

43.1 On termination of employment (howsoever this occurs) or, if earlier, at the start of, or during, a period of Garden Leave, employees shall:

* 1. resign immediately upon our request (without compensation) from any office, trusteeship/directorship or governorship that they hold in or on behalf of the Trust or in connection with the Academies or any other academy for which the Trust has responsibility;
  2. immediately notify us upon our request of all passwords used by the employee in relation to our computers and all passwords for password-protected files;
  3. immediately deliver to us in good condition and order, all property (including Confidential Information and Copies) relating to the business or affairs of the Trust and, any other property of the Trust which is in their care, control, custody or possession including, but not limited to, [company car], computers, computing equipment, credit cards, documents, flash drives, hard drives, keys, lists of pupils, magnetic or optical discs, management accounts, memory sticks, mobile telephones, books, materials and any other records (whether written, printed, electronically recorded or otherwise) and employees will not take or retain copies or extracts of the same in any form unless requested to do so by the [Chair/Chief Executive Officer];
  4. not without the [Chair/Chief Executive Officer’s] prior written consent, in respect of any property returned to us amend, delete, modify or remove any work related emails, documents or information stored on such property prior to returning it;
  5. use their best endeavours to ensure that any Off-Site Information is promptly and irretrievably deleted to the greatest extent practicable and will produce such evidence of having done so as we may reasonably request or require and will allow us to inspect any Personal Storage as may be reasonably required in all the circumstances to reasonably satisfy ourselves that the employee has complied with their obligations;

1. not make copies of any Off-Site Information in any form nor pass it to any third party or allow any third party to copy or otherwise make use of it unless authorised in advice in writing by the [Chair/Chief Executive Officer];
2. not, without the prior written consent of the [Chair/Chief Executive Officer], attend at academies or at any event organised by the academies or in which the academies are participating; and
3. at our request, transfer (without payment) to us or as we may direct any shares or other securities held by them in any subsidiary company established by the Trust as a nominee or trustee/director of such company and deliver to us the related certificates.

# 44. [POST-TERMINATION RESTRICTIONS

## 44.1 Those employed by the Trust in the role of Executive Support Staff acknowledge that, as a consequence of their role, they will develop connections with the parents of potential pupils at the academies in the Trust [and with the leaders of primary schools whose pupils may go on to attend the academies] and that these connections amount to a form of goodwill belonging to us. Such employees acknowledge that we have a legitimate interest in protecting that goodwill.

## 44.2 Except with the prior written consent of the [Chair/Chief Executive Officer], such employees will not during their employment or in the [INSERT] months after the end of their employment (reduced by any period spent on Garden Leave):

(a) promote the establishment of any new [school, sixth form college or nursery] (whether maintained or independent) to be located within a [three] mile area of the Trust’s academies;

(b) work for any [school, sixth form college or nursery (whether maintained or independent)] located within a [three] mile area of the Trust’s academies; and

(c) offer to employ or engage or otherwise endeavour to entice away from the Trust or any Group Company any Restricted Person.

## 44.3 The restrictions imposed by this Clause 44 apply to employees acting directly or indirectly, and on their own behalf, or in conjunction with any firm, company or person.

## 44.4 Employees agree that if they receive an offer of employment and whether accepted or not) from any entity or person either during their employment with the Trust or during the continuance of the restrictions contained in this 445 they will:

* + 1. immediately inform the [Chair/Chief Executive Officer] of the identity of the offeror and its terms if the acceptance of such offer would involve the employee being in breach of this Agreement; and
    2. or engagement (whether oral or written (without prejudice to their obligations concerning confidentiality) provide the offeror with details of the substance of the restrictions contained in Clause 38 *(Confidential Information)* and this Clause 44*.*

44.5 If an employee's employment is transferred to any firm, company, person or entity pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the employee will, if required, enter into an agreement with the new employer containing post-termination restrictions corresponding to those restrictions in this Clause 44 protecting the Confidential Information, trade secrets and business connections of the new employer.

## 44.6 Employees acknowledge that:

* + - 1. they have had the opportunity to negotiate the terms of this Clause 44 and to take independent legal advice on those terms;
      2. each of the foregoing sub-clauses of this Clause 44 constitutes an entirely separate and independent restriction on the employee; and
      3. if any of the restrictions are adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if it or another restriction were deleted in whole or in part then such restriction will apply with such deletions as may be necessary to make it valid and effective;
      4. the restrictions are fair and reasonable, and intended to protect the legitimate business interests of the Trust.

**45. WHOLE AGREEMENT**

## 45.1 This Agreement, together with the Offer Letter, the signing of which gives effect to this Agreement, constitutes the whole agreement between the Trust and its employees and supersedes all previous agreements between them.

## 45.2 Termination of employment for whatever reason will not operate to affect those provisions of this Agreement as are expressed to survive or have effect after termination and will be without prejudice to any accrued rights or remedies of the parties.

## 45.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

# 46. ENFORCEMENT AND VARIATION

## 46.1 We reserve the right to make reasonable minor changes to any of the terms and conditions of employment we offer from time to time. Such changes will be notified to you and will take effect immediately. At least one month’s written notice will be given to you of any significant changes. Employees will be deemed to have accepted such changes at the expiry of the one month period. No other variation of this Agreement shall be effective unless it is in writing and signed by the Trust and the employee (or their authorised representatives) or is expressly agreed and recorded on the employee’s personnel file.

## 46.2 This Agreement will be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

## 46.3 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than the parties will have any rights under it.

## 46.4 All powers, remedies and rights conferred upon the parties are cumulative and will not be construed or deemed to be exclusive of any other powers, remedies or rights now or hereafter conferred on the parties by law or otherwise.

## 46.5 Any delay by us in exercising any of our rights under this Agreement will not constitute a waiver of such rights.

**SCHEDULES (as appropriate)**

Green Book

Collective Agreements

Privacy Notice