© 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 SCHOOLS. PLEASE ENSURE YOU READ THE ACCOMPANYING GUIDANCE NOTE 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 HEADTEACHERS [BUT HAS NOT AGREED THESE WITH THEM]. THIS CONTRACT MUST BE CONSULTED ON IN ACCORDANCE WITH ANY APPLICABLE LOCAL CONSULTATION REQUIREMENTS AND ADAPTED ACCORDINGLY. GOVERNING BODIES 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 headteachers employed by the [INSERT NAME OF THE GOVERNING BODY] having its registered address at [INSERT REGISTERED ADDRESS] (“**We/us/the Governing Body**”).

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.

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

**BACKGROUND**

We operate [the school of the same name/Name of School (the **School)**]. Our aim is to provide an outstanding education to all the children taught by us. [INSERT ETHOS STATEMENT, AS APPROPRIATE].

**AGREED TERMS**

***A. CONTRACTUAL BACKGROUND***

# INTERPRETATION

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

### **Act**: the School Standards and Framework Act 1998 as amended, and any associated regulations;

### **Burgundy Book:** sections 2-5 inclusive of the current Conditions of Service for School Teachers in England and Wales;

### **Chair:** the chair of the Governing Body;

### **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, 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, cloud or online storage, 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 Governing Body’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 [School’s Headteacher];

**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/Church in Wales] diocese of [INSERT];

### [**For Schools in Wales**: **Education Workforce Council**: Education Workforce Council or any other body representing the Welsh Government in relation to its powers under the Education (Wales) Act 2014;]

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

**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 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;

### [**For Schools in Wales: Professional Teaching and Leadership Standards**: the standards issued from time to time by the Welsh Government, the latest version of which is dated 1 September 2019;]

**Protected Person:** us, the School, 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;

### **School Day:** any weekday on which the School is designated by the School’s 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;

### **[For Schools in England: Teachers’ Standards**: the standards issued from time to time by the Secretary of State, the latest version of which is dated April 2013 and includes the Headteachers’ Standards; ]

### **[For Schools In England: Teaching Regulation Agency**: the Teaching Regulation Agency or any other body representing the Secretary of State for Education in relation to his powers under the Education Acts;] 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.

# [FOR SCHOOLS IN ENGLAND: THE STPCD/FOR SCHOOLS IN WALES: THE STPC(W)D]

## **EITHER** [For Schools In England: The Secretary of State issues an annual School Teachers’ Pay and Conditions Document (the “**STPCD**”) as a statutory instrument which governs the terms and conditions of teachers in maintained schools for the period 1 September to 31 August. The STPCD is incorporated into this Agreement and forms part of employees’ terms and conditions of employment. If there is any conflict between the provisions of this Agreement and the STPCD, the terms of this Agreement will prevail.]

## **OR** [For Schools In Wales: The Welsh Ministers issue an annual School Teachers’ Pay and Conditions (Wales) Document (the “STPC(W)D”) as a statutory instrument which governs the terms and conditions of teachers in maintained schools for the period 1 September to 31 August. The STPC(W)D is incorporated into this Agreement and forms part of employees’ terms and conditions of employment. If there is any conflict between the provisions of this Agreement and the STPC(W)D, the terms of this Agreement will prevail.]

# BURGUNDY BOOK

## The provisions of the Burgundy Book are incorporated into this Agreement and form part of employees’ terms and conditions of employment. [If Burgundy Book is being varied: The Governing Body has chosen to vary the terms of the Burgundy 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 Burgundy Book, the terms of this Agreement shall 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.***

# *B. THE ROLE*

# 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 or part time.

# DUTIES

## Employees shall:

1. in addition to the job duties for the employee’s particular role, which are set out in the STPCD, also fulfil the duties:
2. set out in the job description attached to, or incorporated in, the Offer Letter,
3. set out in any appraisal objectives or performance plan, and
4. reasonably required by us given the employee’s status, experience and job title;
5. liaise, co-operate with and report to the Governing Body in connection with the discharge of their duties under this Agreement as it may properly require;
6. liaise and cooperate with officers of the Diocese, making such reports to the Diocese (and to the Governing Body), 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;
7. faithfully and diligently exercise such powers and perform such duties as may from time to time be assigned by the Governing Body together with any person or persons who we may appoint to act jointly with them;
8. ensure that the School has an agreed budget in place each year and that the School’s finances are managed such that it remains in financial surplus;
9. ensure they are familiar with the latest [for Schools in England: Ofsted/for Schools in Wales: Estyn] and SIAMs inspection framework and guidance applicable to the Governing Body and the School [and to any subjects or phases which they teach];
10. ensure they are familiar with the requirements of all examination boards and the Standards and Testing Agency in relation to examinations, coursework and assessments;
11. act as Head of Centre for the purposes of all examination boards and authorities;
12. 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;
13. participate in the selection and appointment of the teaching and non-teaching staff of the School, subject to the advice of the Diocesan Board of Education and otherwise as agreed with the Governing Body;
14. comply with, and ensure those staff they manage, comply with:
15. our Instrument of Government;
16. our Trust Deed;
17. the Local Authority’s Scheme for Financing Schools;
18. 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 School in accordance with its founding documents;
19. [For Schools in England: the Teachers’ Standards/for Schools in Wales: Professional Teaching and Leadership Standards];
20. [For Schools in England: Keeping Children Safe in Education/for Schools in Wales: Keeping Learners Safe];
21. the requirements of the examination boards and authorities in relation to assessment, coursework and examinations;
22. the requirements of our policies and procedures, particularly those relating to safeguarding and child protection;
23. any local Union agreement recognised by us and/or transferred to the Governing Body in accordance with the operation of TUPE;
24. the provisions of data protection, educational and charity law as it applies to us; and
25. the Act.

# RELIGIOUS ETHOS

## During the appointment employees shall:

## have regard to, maintain and develop the [Church of England/Church in Wales] character of the School;

## be conscientious and loyal to the aims and objectives of the Governing Body and the School;

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

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

## give, or supervise the giving of, religious education in accordance with the doctrines of the [Church of England/Church in Wales] and to the satisfaction of the Diocesan Board of Education;

## take part in and lead acts of religious worship;

## ensure that all pupils in attendance at the School have the opportunity to take part in daily collective worship and ensure that worship in the School is in accordance with the rites and teachings of the [Church of England/Church in Wales] as may be appropriate from time to time and otherwise is in accordance with the requirements of our Instrument of Government and Trust Deed.

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

## ensure that they are familiar with the SIAMs Framework if they are involved in delivering religious education or the content of collective worship;

## determine and ensure the implementation of a policy for the pastoral care of the pupils in the School in accordance with the teachings of the [Church of England/Church in Wales];

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

## 7.2 For the post of Headteacher preference may be given, in connection with their appointment, to practising Anglicans. In all cases, the Headteacher must be committed to leading the Christian character of the School.

## 7.3 Employees’ attention is drawn to Section 60(5) of the School Standards and Framework Act 1998 which allows us to have regard to any conduct by a teacher, including a Headteacher, which is incompatible with the precepts of, or with the upholding of the tenets of, the Anglican religion, in relation to termination of employment.

# *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

## 9.1 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/school term/s]

## 9.2 We may, at our discretion, extend the probationary period for up to a further [one school term] however we are not obliged to extend the probationary period and are entitled to terminate employment, with notice (or payment in lieu of notice), in accordance with clause 9.1) on the grounds that the employee has not successfully completed probation without first giving an extension.

## 9.3 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 [one month’s] notice, subject always to our right to summarily dismiss for gross misconduct.

9.4 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 Governing Body or the School that they have successfully passed probation.

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

# CONTINUOUS EMPLOYMENT

## Any periods of continuous service are 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, investigations or past or current sanctions imposed by the [for Schools in England: Teaching Regulation Agency/for Schools In Wales: Education Workforce Council], the Department for Education or any equivalent professional or regulatory body for any breach of the relevant rules, regulations or guidance, 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.

## Employees warrant that they are not subject to any restrictions which would prevent them being a member of the Governing Body.

## 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, from teaching or from the management of an independent school;
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, final warnings or reprimands that are not protected;
8. employees not having been referred to the [for Schools in England: Teaching Regulation Agency/for Schools In Wales: Education Workforce Council] or its predecessors or equivalents for any matter relating to teaching or, if referred, no action has been taken by the [for Schools in England: Teaching Regulation Agency/for Schools In Wales: Education Workforce Council];
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. [for Schools in Wales: the employee having obtained the National Professional Qualification for Headship];
11. the contents of any curriculum vitae or job application supplied by the employee to us or any employment agency being true including the employee having Qualified Teacher Status or the equivalent overseas qualification;
12. any representations made by the employee to us prior to the Commencement Date being true;
13. the references supplied to us being genuine references from genuine employers;
14. the references (and answers to all other enquiries) supplied to us being satisfactory to us;
15. employees having disclosed to us details of any Connected Person whom they know to be a member of the Governing Body or a member of the Senior Leadership Team at the School;
16. employees having the legal right to work in the United Kingdom;
17. employees being medically fit to be a teacher as assessed by our external occupational health assessors in line with the Equality Act 2010 and any other relevant legislative requirements;
18. disclosure of:
19. dismissal from any previous employment by reason of misconduct or gross misconduct;
20. [the termination of or resignation from 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;
21. Any suspension by a previous employer in the 12 months before the Commencement Date;
22. Any disciplinary sanctions made or any formal capability process invoked in the 24 months before the Commencement Date.

## In the event of an employee having breached any warranty or 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.

## Supply teachers rate of pay will be set out in the Offer Letter.

## 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 on an obligation on the Governing Body or the School 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 Governing Body [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 a Headteacher an annual bonus of up to a maximum of [10]% of annual basic salary based on their performance and that of the School in the academic year 1 September to 31 August subject to the remaining provisions of this Clause 12.

## For the purposes of any discretionary bonus employee’s performance and that of the School 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 [MONTH] following the end of the relevant academic year.

## 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. [for Schools In England: Ofsted/for Schools in Wales: Estyn] inspects the School and assesses that it [for Schools in England: “Requires Improvement” or is “Inadequate”/for Schools in Wales: is “Adequate and needs improvement” or is “Unsatisfactory and needs urgent improvement”];
    3. the Local Authority issues a notice of concern to the Governing Body;
    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;
    6. the employee is subject to active disciplinary and/or capability proceedings; or
    7. either party has given notice of termination of employment.

## For the purposes of any discretionary bonus, the [Headteacher Appraisal Group] will set objectives for the Headteacher by no later than [31 January] in the relevant academic year. We may set objectives relating only to the employee’s performance, relating only to the School’s performance, or a mixture of both. This will be for the [Governing Body/Headteacher Remuneration Committee] to determine in each relevant academic year.

## For the purposes of any discretionary bonus, the [Governing Body/Remuneration Committee] will determine the amount of bonus and/or whether to award a bonus at all.

## 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.

## There is no right of appeal against the setting of objectives or the amount of the bonus even where the bonus awarded is nil.

## If any time in the [X] year period after any bonus is paid to an employee under this clause 12 (even if the period expires after the termination of the employee’s employment for whatever reason), we 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 and/or would have affected the decision to award a bonus, 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 Governing Body, 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

# At any time during employment or on its termination, we may deduct from salary, or any other sums payable to employees, any monies owed to the Governing Body by employees. Employees will be notified in advance of any intended deductions. Arrangements to repay any sums due to the Governing Body will be made with the intention of avoiding unnecessary hardship.

# EXPENSES

## 14.1 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.

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

# PENSION

## If the employee is not already in receipt of a pension from the Teachers’ Pensions Agency the provisions of the Teachers’ Pension Scheme will apply unless they opt out. To opt out of the scheme employees should request a copy of the opt-out form. Where opt out has previously been chosen then, unless they have already done so, they should forward written confirmation to the Governing Body as soon as possible.

## Teachers who continue to be entitled to receive an ill health pension from the Teachers’ Pension Agency cannot re-join the scheme.

## If an employee opts out of the Teachers’ Pension Scheme we may still be required to auto-enrol them every three years into a scheme to comply with the law on pension auto-enrolment.

# SICK PAY

## 16.1 EITHER: The Governing Body’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 intranet/in the Staff Handbook].

## OR: The Governing Body’s sickness absence reporting procedures are set out [INSERT]. The provisions in the Burgundy Book relating to sick pay shall apply to employees employed by the Governing Body (which constitutes Occupational Sick Pay).

16.2 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.

16.3 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.

16.4 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 Governing Body’s [Family Leave Policy] will apply and can be accessed [on the intranet/in the Staff Handbook].

## OR: The maternity pay scheme set out in Paragraphs 5 and 8 of Section 5 of the Burgundy Book shall apply to employment.

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

# TIME OFF FOR DEPENDANTS

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

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

***E. PERFORMING THE JOB***

# PLACE OF WORK

## 19.1 The employee’s main place of work is the School.

## 19.2 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.

## 19.3 We may re-deploy an employee to another location within reasonable travel distance either of the School 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; or
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 under which we are providing school improvement services or any other service or support as defined in that agreement.

19.4 In relation to circumstances when Clause 19.3(c) may apply, we may reasonably require employees to work from home as an alternative to re-deployment to another of our sites.

# WORKING AT OTHER SCHOOLS AND TRAINING

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

# 20.2 You 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]. You should speak to your manager in the first instance if you would like to take a course.

# OTHER EMPLOYMENT AND OUTSIDE INTERESTS

Where employees wish to take part in any outside activity which may, in the reasonable opinion of the Governing Body, (i) interfere with the efficient discharge of their express and implied duties; (ii) taken together with the hours worked for the Governing Body, contravene the limits prescribed in WTR; (iii) conflict with the Governing Body’s interests; (iv) bring the Governing Body into disrepute; or (v) bring the Diocese or Church into disrepute, the employee is required to obtain the prior written consent of the Governing Body, 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.

# WORKING HOURS

## 22.1 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 Governing Body 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 Governing Body not less than [three months’] written notice if they wish to withdraw their agreement.

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

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

22.4 Employees are expected to attend meetings of the Governing Body and/or its committees as required including any held outside of school hours without any additional payment.

22.5 Employees are expected to be present at the School on evenings where open evenings or parents evenings take place without any additional payment.

22.6 The headteacher must be in attendance at the School on the days when public examination results are received at the School or on a day when results of such examinations are first made available for collection from the School.

22.7 Employees must let the Chair have their personal 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.

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

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

# TERM DATES AND HOLIDAYS

23.1 The Governing Body’s holiday year runs between 1 September and 31 August. Employees are required to take holiday in periods of school closure and public holidays, details of which will be notified to employees by the Governing Body 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.

23.2 No leave of absence may be taken on a School Day, except with the prior written permission of the Chair.

# HR PROCEDURES

## Our HR procedures including the disciplinary, grievance resolution, capability, pay, appraisal, public interest disclosure, IT acceptable use, child protection policies and other relevant procedures are [set out on our website/provided with these terms and conditions]. Employees should familiarise themselves with their contents. The Governing Body’s policies and procedures do not form part of this Agreement and do not place a contractual obligation on the Governing Body. 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 Governing Body/School policy/procedure and the Offer Letter/this Agreement, the Offer Letter and this Agreement shall prevail.

# PERSONAL CONDUCT

25.1 Employees must attend work dressed professionally.

25.2 Employees must 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.

25.3 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.

25.4 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.

# TRADE UNION MEMBERSHIP

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

# DATA PROTECTION & FAIR PROCESSING

27.1 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 Governing Body’s [Data Protection Policies].

27.2 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 governor, employee, pupil, parent or carer, contractor or supplier of the Governing Body.

27.3 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 Governing Body’s [Data Protection Policy], whether by their own act or omission, or by another.

27.4 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.

# COPYRIGHT

The copyright in all materials produced by employees in the course of their employment 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.

# MEDICAL EXAMINATION

29.1 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.

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

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

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

29.5 Employees will consent to any report or opinion produced by the nominated medical professional being disclosed to the Governing Body/School without delay.

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

# DUTY TO REPORT CHANGES IN PERSONAL DATA

Employees must notify us without delay of all changes to personal data, including but not limited to their name, address, contact details, qualifications, bank account details and next of kin details.

# DUTY TO REPORT MISCONDUCT

## Employees must report to us any misconduct by them or 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].

# DUTY TO REPORT CHILD PROTECTION ISSUES

32.1 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.

32.2 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 School and/or the Governing Body.

# DUTY TO REPORT INVESTIGATIONS

## Employees must immediately report to the Chair 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 [for Schools in England: Teachers Regulation Agency/for Schools in Wales: Education Workforce Council];
4. allegations have been made against them that may affect their suitability to continue working in an education setting, including but not limited to where such allegations are not substantiated, are the subject of an ongoing investigation and/or the employee believes them to be untrue;
5. they have been informed that they may no longer have the right to work in the UK; or
6. they have been or may be disqualified from registration under the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge (Extended Entitlement) (Amendment) Regulations 2018.

# DUTY TO REPORT BUSINESS INTERESTS

## Employees must immediately report to the Chair (or other member of the Governing Body who has responsibility for such matters) if they become aware that the Governing Body and/or the School is entering into or intending to enter into a business arrangement or employment contract with a Connected Person.

# 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.

# 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 governors, staff, parents or pupils. 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***

# 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, the School, 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 37 (but excluding any lost earnings), provided that we approve such expenses in advance.

# RESTRICTION ON GIVING REFERENCES

## During employment and at any time after its termination (howsoever this occurs), 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 Chair (or other member of the Governing Body who has responsibility for such matters) (such permission not be unreasonably withheld) and unless the content has been expressly approved by the Chair (or other member of the Governing Body who has responsibility for such matters) in writing.

# CONFIDENTIAL INFORMATION

39.1 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.

39.2 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.

39.3 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.

39.4 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.

# RESTRICTION ON USING SOCIAL MEDIA

Employees must comply with the Governing Body’s [Social Media Policy] during and, where appropriate, after their employment. The [Social Media Policy] is available on the School’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’s prior written consent.

***H. ENDING EMPLOYMENT***

# GARDEN LEAVE OR SUSPENSION

41.1 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.

41.2 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 or a disciplinary sanction and will be for no longer than is necessary.

41.3 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 Governing Body;
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 or such other person nominated by the Governing Body 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 School or from any event organised by us;
7. we may require employees not to contact or deal with (or attempt to contact or deal with) any governor, employee, consultant, pupil, parent, agent, supplier, adviser or other business contact of the Governing Body; and
8. we may restrict or withdraw employees’ access to our IT systems.

# NOTICE OF TERMINATION

## 42.1 In addition to any termination allowed by this Agreement, employment may be terminated by either party giving written notice to the other by no later than the date listed in column A to take effect on the date listed in column B, subject always to the statutory minimum periods of notice:

**Column A Column B**

30 April 31 August that same year

1. September 31 December that same year

31 January 30 April that same year

## 42.2 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 minimum period of notice required by the Burgundy Book expiring at the end of the school term as set out at clause 42.1 above.

## 42.3 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 minimum period of notice required by the Burgundy Book expiring at the end of the school term as set out at clause 42.1 above.

## 42.4 Notwithstanding anything in this clause 42, the Governing Body 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 42.4 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 42.1 – 42.3 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

## 42.5 If an employee takes up a teaching post elsewhere which commences on or before the last day of the term listed in Column B above, their remuneration shall be paid only up to the date of commencement of that new teaching post.

# TERMINATION WITHOUT NOTICE

## 43.1 Notwithstanding any other provisions 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 being a teacher or from working with children or subject to a restriction on their teaching practice;
  3. is barred from being a Head of Centre;
  4. is found to have committed any act of gross misconduct;
  5. commits any act of discrimination, harassment or victimisation contrary to the Equality Act 2010;
  6. does anything which is, or has the potential to be, in our reasonable opinion, detrimental to our reputation or brings the employee, us, the Diocese or the Church into disrepute or is materially adverse to us or them;

1. is, in our reasonable opinion, negligent in the performance of their duties;
2. 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);
3. has a bankruptcy order or receiving order made against them or has entered into any arrangements or composition with their creditors generally;
4. ceases to hold Qualified Teacher Status;
5. ceases to be eligible to work in the United Kingdom;
6. is prohibited by law from being a director;
7. 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
8. is guilty of a serious breach of any of our policies and procedures from time to time including in relation to 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.

## 43.2 Our rights under clause 43.1 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.

# OBLIGATIONS ON TERMINATION

## 44.1 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 governorship that they hold in or on behalf of the Governing Body or in connection with the School;
  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 Governing Body and, any other property of the Governing Body which is in their care, control, custody or possession including, but not limited to, 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;
  4. not without the Chair’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;
  6. 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;
  7. not, without the prior written consent of the Chair, attend the School or at any event organised by the Governing Body or in which the School is participating; and
  8. 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 Governing Body as a nominee or trustee/director of such company and deliver to us the related certificates.

# 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 Governing Body 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 Governing Body 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.

## **SCHEDULE 1**

## Burgundy Book Provisions

## **SCHEDULE 1/2**

## Collective Agreements

## **SCHEDULE 2/3**

## Privacy Notice