

**SLOUGH & ETON CHURCH OF ENGLAND
BUSINESS AND ENTERPRISE COLLEGE**
(A Member of Slough and East Berkshire C of E Multi Academy Trust)
PERMANENT/ FIXED TERM QUALIFIED TEACHER

Date:

Parties:

- (1) **SLOUGH & ETON CHURCH OF ENGLAND BUSINESS AND ENTERPRISE COLLEGE**, a company limited by guarantee (company number 07723151) whose registered office is at Ragstone Road, Slough, Berkshire SL1 2PU, ("the **School**") and
- (2) [**EMPLOYEE'S NAME**] of [**ADDRESS**] ("the **Employee**").
- (3) Employment summary:
 - Job title:
 - Pay Scale:
 - Scale Point:
 - Starting Salary:
 - Contract expiry:

Agreed Terms and Definitions

- 1.1 The definitions in this clause apply in this agreement.

Academic Year means 1 September to 31 August.

Appointment means the employment of the Employee by the School on the terms of this Agreement.

Confidential Information means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain which relates to the School's suppliers, agents, employees, workers, officers or directors, governing body, past and current pupils and their parents, prospective pupils and their parents, OFSTED inspections and recommendations, business methods; corporate plans; finances; business opportunities and development projects of the School; trade secrets including designs or inventions belonging to the School; all or any information relating to the marketing or sales of any past, present or projected service of the School; and any information in respect of which the School owes an obligation of confidentiality to a third party.

Full Time is as stipulated in the School Teachers' Pay and Conditions Document. This currently allows for 1265 hours directed time and

attendance on 195 days in any academic year for full-time teachers. This will be pro rata for part time.

Holiday Year is as defined in clause 12.1.

Normal Working Weeks means 39 weeks (38 weeks term time plus 1 week INSET) of the Academic Year as published by the School on an annual basis.

Pre-Contractual Statement means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement.

Sickness Year is as defined in clause 15.9(b).

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 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.
- 1.4 A reference to one gender includes a reference to the other gender.

2. COMMENCEMENT OF EMPLOYMENT

- 2.1 The Employee's Appointment commences/commenced on [DATE]. The Employee's continuous service with the School commences/commenced on [DATE].
- 2.2 No employment with any previous employer counts towards the Employee's period of continuous employment with the School for contractual and statutory purposes including redundancy except in relation to pension where the Employee has been contributing and continues to contribute to the same pension scheme as used by the School.
- 2.3 The Employee is employed on a permanent basis.

OR

- 2.4 The Employee is employed for a fixed-term period that will expire on [DATE] unless terminated earlier in accordance with the notice provisions set out in this Agreement.

The reason for the fixed term nature of the appointment is that the Employee is employed for the particular purpose of meeting the needs of the students presently at the school. The school is unable at this time to know if this position will be required in the future until there is sufficient information about funding and student numbers.

3. JOB TITLE AND DUTIES

- 3.1 The Employee is employed by the School as a [full time **OR** part-time] [JOB TITLE] reporting to [INSERT JOB TITLE]. The Employee's duties may include, but are not limited to, the non-exhaustive list in the attached Job Description which the School may vary from time to time in accordance with academic requirements and operational needs.
- 3.2 The School may amend the Employee's duties and responsibilities from time to time and may require the Employee to undertake other duties and responsibilities as are necessary to meet the operational needs of the School, its pupils, and the requirements of educational and pastoral standards of service and care.
- 3.3 The Employee understands and agrees that such flexibility is a core requirement in his/her employment and in signing this Agreement consents to the School making such changes and additions as may be reasonably required from time to time for these purposes.
- 3.4 It is a condition of the Employee's continued employment with the School that the Employee will during the Normal Working Weeks:
 - (a) unless prevented by sickness or injury devote the whole of his/her time, attention and abilities to the business of the School;
 - (b) diligently and with reasonable care and skill exercise such powers and perform such duties as may from time to time be assigned to him/her;
 - (c) comply with all reasonable and lawful directions and instructions given to him/her by the School;
 - (d) promptly make such reports in connection with the affairs of the School on such matters and at such times as are reasonably required;
 - (e) use his/her best endeavours to promote, protect, and develop the administrative, academic and pastoral services offered by the School and the School's and its pupils' interests;
 - (f) promptly disclose to the Headteacher any overpayment made by the School to the Employee.

- 3.5 The Employee will comply with any rules, policies and procedures set out by the School from time to time; copies of which are available from the School's intranet (Fronter). For the avoidance of doubt the contents of the School's policies and procedures do not form part of the Employee's terms and conditions of employment with the School and are not intended to have contractual effect. The School may amend its policies and procedures at any time and will notify the Employee of any changes within at least one month of those changes taking effect.
- 3.6 All documents, teaching materials, manuals, hardware and software provided for the Employee's use by the School, and any data or documents (including copies) produced, maintained or stored on the School's computer systems or other electronic equipment (including mobile phones and lap tops), remain the property of the School.

4. PRE-EMPLOYMENT CHECKS AND CHECKS DURING EMPLOYMENT

- 4.1 The Employee's employment is subject to receipt by the School of satisfactory disclosure from the Disclosure & Barring Service in accordance with the Rehabilitation of Offenders Act 1974 and the Police Act 1997, satisfactory ISA checks in respect of the Children's Barred List and the Adults Barred List, satisfactory disclosure according to the requirements of the DfE with regards to disqualification by association; two satisfactory employment references from appropriate referees, proof of any qualifications required for or relevant to the Appointment as set out in the Employee's offer letter, proof of the Employee's right to work in the UK and proof of medical fitness to work. Further particulars of these conditions are set out with the Employee's offer letter.
- 4.2 It is a requirement of the Employee's continued employment that he/she informs the School immediately if at any time during his/her employment he/she is charged or convicted of any criminal offences or is in receipt of any indictments or police cautions or is provisionally or permanently placed on the Children's Barred or Adults Barred List administered by the ISA. Any such information disclosed to the School will be processed in accordance with the Data Protection Act 1998. Failure to notify the School of any such charges, convictions, indictments or cautions may result in disciplinary action against the Employee up to and including summary dismissal for gross misconduct.
- 4.3 Given the nature of the School's activities and the regulatory framework it is subject to, it is an express condition of the Employee's continued employment with the School that the Employee satisfactorily passes:
- (a) updated ISA checks carried out by the School;

- (b) any additional disclosure that may lawfully be sought from the Disclosure & Barring Service or ISA during the Employee's employment;
- (c) an annual disclosure according to the requirements of the DfE with regards to disqualification by association; and
- (d) any OFSTED inspections,

and that the Employee complies with any recommendations for working with young children and any child protection, safeguarding training or other mandatory training that the School may from time to time arrange for the Employee or require the Employee to undergo.

- 4.4 The Employee's employment is subject to receipt by the School of confirmation from the Teaching Agency for England that he/she is registered and may be employed as a qualified teacher by the School.

5. OTHER EMPLOYMENT

- 5.1 The Employee is required to devote the whole of his/her time, attention and abilities during his/her hours of work for the School to the Employee's duties for the School and may not in any circumstances whether directly or indirectly undertake any other duties of whatever kind whether paid or otherwise during his/her hours of work for the School.
- 5.2 It is a condition of the Employee's employment that apart from the Employee's work within the School, he/she does not engage in or undertake any other employment or work with any other organisation, company or undertaking or engage in any profession, trade or business whether directly or indirectly during the Normal Working Weeks without the School's prior written consent. Queries or requests should be addressed to the Headteacher in the first instance.
- 5.3 Permission will not be withheld unless in the opinion of the School, the other employment or activity has, or could be anticipated by the School to have, an adverse effect on the School or of its pupils, the academic, pastoral and support services it provides, the Employee's ability to carry out his/her work for the School, if it would create a conflict of interests in relation to the Employee's responsibilities to the School or if it is directly or indirectly similar to or in any way connected or competitive with the business of the School.

6. RIGHT TO WORK IN THE UK

The Employee warrants that he/she is entitled to work in the UK without any additional approvals and will notify the School immediately if he/she ceases to be so entitled at any time during his/her employment with the School.

7. PROBATIONARY PERIOD

7.1 The first six months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one month's notice or payment in lieu of notice. The School may, at its discretion, extend the probationary period for up to a further three months. During the probationary period the Employee's performance and suitability for continued employment will be monitored and a review will take place before the end of the first six months.

7.2 At the end of the probationary period, the Employee will be informed in writing whether he/she has successfully completed his/her probationary period and if his/her continued employment with the School is thereby confirmed. No Employee's probationary period shall be deemed to be successfully completed unless and until a probationary review meeting has been held and successful completion has been expressly confirmed in writing by the School to the Employee.

8. PLACE OF WORK

8.1 The Employee's normal place of work is the School premises at the above address together with any future School premises within a reasonable travelling distance.

8.2 In addition from time to time, the Employee may be required to travel to and work at other locations within the UK for the purpose of supervising pupils on School trips and at other School events held outside the School's premises.

9. SALARY

IF FULL TIME:

9.1 The Employee's basic salary is £[AMOUNT EXCLUDING HOLIDAY] per annum. This equates to spinal column point [X] on the [NAME OF PAY main qualified teacher's salary scale, fringe area.] A copy of the applicable pay rates is available from the school's HR Provider.

OR IF PART TIME

9.2 The Employee's basic salary is £[AMOUNT EXCLUDING HOLIDAY] per annum. This equates to a pro rata of the Full Time Equivalent salary of £[x] per annum spinal column point [x] on the [NAME OF PAY SPINE] based on the Employee's hours of work. A copy of the applicable pay rates is available from the school's HR Provider.

9.3 The above salary includes 28 days' pay for 28 days' statutory annual leave per Holiday Year. [which is a pro rata of the Full Time Equivalent annual leave entitlement based on the Employee's hours of work]. Further information regarding annual entitlements can be found later in this Agreement.

9.4 The following allowances are attached to the Employee's Appointment:

[SET OUT THE ALLOWANCES AND THE AMOUNT]

Allowances amount applicable : **£[AMOUNT]**

Total inclusive salary (pro rata) : **£[AMOUNT]**

9.5 The Employee's basic salary and annual leave payments will accrue from day to day and shall be payable in 12 equal instalments on or around the last working day of the month directly in to the Employee's nominated bank or building society account. The Employee must notify the School Bursar as soon as possible of any changes to his/her nominated account.

9.6 Subject to attaining and maintaining satisfactory performance and standards as adjudged by the School at the Employee's annual review, the Employee may be entitled to receive an increment to his/her salary on or about 1 September each year. The School is under no obligation to award an increase following a salary review.

9.7 The Employee's salary will not be subject to review by the School if either party has given notice under this Agreement to terminate the Employee's employment before the annual salary review is due to take place.

10. HOURS OF WORK

10.1 Full Time is as stipulated in the School Teachers' Pay and Conditions Document. This currently allows for 1265 hours directed time and attendance on 195 days in any academic year for full-time teachers. This will be pro rata for part time.

10.2 The Employee's normal days and hours of work are Monday to Friday from 8.00 a.m. to 3.40 p.m. [OR INSERT AS APPROPRIATE FOR PART-TIMERS],

during the Normal Working Weeks, together with such additional hours as may be reasonably necessary for the proper performance of his/her duties, including but not limited to attending Parent's Evenings, Parent and School meetings and School trips and events.

- 10.3 The Employee is required to keep his/her working hours flexible to a reasonable extent, depending on the operational, academic and pastoral requirements of the School. At certain times the needs of the School and its pupils may require these hours to be modified and the Employee will be expected to vary his/her hours of work accordingly to meet these needs.
- 10.4 On days on which the Employee works six or more hours, he/she is entitled to a 20 minute unpaid daily rest break. The Employee must ensure that adequate cover is in place for his/her duties before taking his/her rest break, including but not limited to supervisory responsibilities during pupils' break times. The School reserves the right to limit the number of employees taking their daily rest break at any one time and to vary the times at which any Employee is permitted to take their daily rest break to ensure that the School's operational requirements are met and may draw up a rest break rota from time to time for these purposes which the Employee is required to comply with. The Employee may not take his/her daily rest break immediately after his/her normal start time or immediately before his/her normal finishing time.

11. 48 HOUR OPT OUT

It is anticipated that the Employee's average weekly hours of work excluding meal and rest breaks may exceed 48 hours. In signing this Agreement the Employee agrees to work more than 48 hours when required to do so. The Employee may revoke this Agreement by giving the School three months' written notice.

12. ANNUAL LEAVE

- 12.1 The School's holiday year runs from 1 September to 31 August (the **Holiday Year**).
- 12.2 A teacher employed full-time must be available for work on 195 days of the year as specified by the by the Headteacher in any school year, of which -
- (a) 190 days must be days on which the teacher may be required to teach pupils and perform other duties; and
 - (b) 5 days must be days on which the teacher may only be required to perform other duties.

- 12.3 Full time employees' entitlement to statutory annual leave of 28 days which includes the eight Bank/Public Holidays currently recognised in England and Wales is incorporated in the school holiday periods and included in annual salary. Part-time employees' entitlement is on a pro rata basis based on the hours he/she works.
- 12.4 The Employee will not normally be permitted to take annual leave at any time during the Normal Working Weeks.
- 12.5 If the Employee takes unauthorised annual holiday, he/she will be subject to disciplinary action up to and including summary dismissal in accordance with the School's Disciplinary Policy and Procedure.
- 12.6 During the first Holiday Year of employment, annual holiday entitlement accrues at the rate of one twelfth of the Employee's full annual leave entitlement, on the 1st of each month, in advance, and is deemed to be taken as accrued on the next days' not falling within the Normal Working Weeks. During subsequent Holiday Years, the full annual leave entitlement is available to be taken from 1 September and is deemed to be taken on the next days' not falling within the Normal Working Weeks.
- 12.7 On termination of the Employee's employment, he/she will be entitled to any outstanding holiday pay due for annual holiday accrued but not taken as at the date of termination of employment.
- 12.8 If on termination of employment, the Employee has taken more annual holiday than he/she has accrued in that Holiday Year as at the date of termination of employment, an appropriate deduction will be made from the Employee's final pay. In signing this Agreement the Employee consents to the School making deductions from his/her salary for this purpose.
- 12.9 Employees are not normally permitted to carry over accrued annual holiday from one Holiday Year to the next save in exceptional circumstances and with the prior written consent of the Headteacher.
- 12.10 If the Employee is ill during a period of authorised annual holiday, provided he/she follows the normal sickness absence notification and certification procedures as set out in the School's Sickness Absence Policy and Procedure on the relevant days of sickness, the Employee may make a request to the School to take the days of annual leave during which the Employee was sick as annual leave days at a subsequent and mutually agreed time later in the Holiday Year.

12.11 The School may require the Employee to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment.

13. DEDUCTIONS

13.1 The School reserves the right to deduct any outstanding monies the Employee owes to the School from his/her pay or on termination of employment from the Employee's final pay. This includes:

- (a) any previous error or overpayment;
- (b) holiday or time off in lieu taken but not yet accrued;
- (c) the costs of damages or losses attributable to the Employee's negligence or dishonesty;
- (d) the cost of recovery or replacement of any School property in the Employee's possession or control which the Employee fails to return on termination or at the School's request;
- (e) outstanding loans, including but not limited to petty cash shortages;
- (f) the cost of any training course paid for by the School that the Employee failed to attend for any reason other than bona fide sickness absence notified and certified in accordance with the School's sickness absence policy and procedure;
- (g) the cost of personal calls on the School's office or mobile telephones where such personal use is in breach of the School's policy as amended from time to time;
- (h) unauthorised personal usage of any School property (including but not limited to photocopies, faxes, stationery);
- (i) any Social Security sickness benefits (such as incapacity or invalidity benefits) which the Employee has received during a period of sickness absence from any payments made by the School under its Sick Pay Scheme.

13.2 Where the Employee has entered into a training agreement with the School, any outstanding costs detailed in the agreement will be deducted from the Employee's final pay.

13.3 In signing this Agreement, the Employee consents to the School making deductions from his/her pay for these purposes.

13.4 For the avoidance of doubt, the Employee is not permitted to make personal purchases from the School, any of its suppliers, agents, officers,

employees, pupils or pupils' parents out of salary due but not yet paid and the School will not consent to any deductions being made from the Employee's salary for these purposes.

14. EXPENSES

- 14.1 The School will reimburse (or procure the reimbursement of) any reasonable receipted authorised expenses wholly, properly and necessarily incurred by the Employee in the course of carrying out his/her duties.
- 14.2 The Employee is required to comply with the School's policies and procedures on expenses as communicated by the School from time to time.

15. SICKNESS ABSENCE AND SICK PAY

- 15.1 If the Employee is absent from work because of sickness or injury he/ she will be entitled to Statutory Sick Pay, provided the Employee meets the qualifying conditions and has complied with the School's notification and certification requirements under its Sickness Absence Policy and Procedure as amended from time to time. Further details are available from the School's HR Provider and staff handbook.
- 15.2 On the first day of absence due to sickness or injury, the Employee must personally notify the Cover Co-ordinator, on **xxxx** of the fact of and reason for his/her absence and its anticipated duration no later than **7.15 a.m.** In the event that the Cover Co-ordinator is unavailable or absent, the Employee must speak directly to their line manager or the Headteacher. Voicemails, e-mails, texts and messages left with colleagues or with the School switchboard will not count as satisfactory notification for the purposes of this clause. Thereafter, the Employee must keep the Cover Co-ordinator and their line manager regularly informed and updated as to his/her likely period of absence and expected date of return.
- 15.3 If the Employee is absent from work by reason of sickness or injury for more than seven calendar days, the Employee must provide and submit to the Headteacher a medical certificate stating that he/she is not fit for work and the reason(s) why, no later than the end of the eighth calendar day of sickness or injury. On expiration of the first medical certificate, the Employee must continue to provide and submit to the Headteacher additional medical certificates covering all calendar days in respect of any continued absence by reason of sickness or injury.
- 15.4 If the Employee's doctor provides a certificate stating that he/she "may be fit for work", he/she should inform the Headteacher immediately. The

Headteacher will discuss with the Employee any additional measures that may be needed to facilitate a return to work, taking account of medical advice.

- 15.5 When intending to return from work after a period of absence due to sickness or injury, the Employee must personally notify the Cover Co-ordinator on **xxxx** or if unavailable their line manager of the fact of his/her intended return before 7.15 a.m. on the day he/she intends to return. If the Employee fails to notify the School of his/her return in accordance with this clause, the School will assume that the Employee is unfit for work and will not be returning to work.
- 15.6 Failure to comply with the School's notification and certification requirements will render the Employee's absence unauthorised and subject to potential disciplinary action under the School's Disciplinary Policy and Procedure. Non-compliance may also result in the Employee forfeiting any sickness absence payment (if any) that the Employee might have otherwise been entitled to.
- 15.7 In addition, the School also operates a School Sick Pay Scheme. Any payments made under this Scheme shall include Statutory Sick Pay payments where they fall due.
- 15.8 Under the School Sick Pay Scheme, full time employees will be entitled to the following sickness absence payment entitlements in any Sickness Year provided his/her sickness absence has been notified and certified in accordance with the School's Sickness Absence Policy and Procedure:

LENGTH OF CONTINUOUS SERVICE	SCHOOL SICK PAY ENTITLEMENT
Less than four months	25 working days full pay
From four months to two years	25 working days full pay and 50 working days half pay
Up to three years	50 working days full pay and 50 working days half pay
Up to four years	75 working days full pay and 75 working days half pay
Four years or more	100 working days full pay and

15.9 For the purposes of the above scheme:

- (a) "working days" means teaching and non-teaching days within "directed time";
- (b) "a year" is deemed to begin on 1 April and end on 31 March (the **Sickness Year**).
- (c) where the Employee is on sick leave on 31 March, no new entitlements to School Sick Pay shall begin until the Employee has returned to duty for at least five working days, except in the School's discretion, and the period from 1 April until the date of such return to work is regarded as part of the preceding year's entitlement for the purpose of this scheme;
- (d) the above entitlement will be pro-rated for part time employees; and
- (e) the service length qualification will be calculated in respect of the Employee's service length as at the first day of the sickness absence.

15.10 Payment of School Sick Pay will not be made unless the Employee has complied fully with the School's procedures relating to the notification and certification of absence.

15.11 School Sick Pay will not be paid where the sickness is self-induced or where the sickness or injury arises from the Employee's misconduct at work.

15.12 If the Employee's sickness or injury is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Headteacher of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the School may reasonably require. The Employee shall if required by the School, refund to it that part of any damages or compensation recovered by him/her relating to the loss of earnings for the period of the sickness or injury absence as the School 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 shall not exceed the total amount paid to the Employee by the School in respect of the period of absence due to sickness or injury.

- 15.13 In signing this Agreement, the Employee consents to medical examinations (at the School's expense) by a doctor and/or Occupational Health Adviser nominated by it should the School so require and the Employee agrees that any report produced in connection with any such examination may be disclosed to the School and the School may discuss the contents of the report with the relevant doctor.
- 15.14 If the Employee claims any Social Security sickness benefits (such as incapacity or invalidity benefits) to which he/she may be entitled, the Employee is required to notify the School of all such payments, which the School will deduct from the Employee's School Sick Pay. In signing this Agreement the Employee consents to the School making such deductions for these purposes.
- 15.15 The rules of the School Sick Pay Scheme do not imply that termination of employment may not take place before the payment of the Sick Pay has been exhausted.
- 15.16 The School may terminate the Employee's employment by giving the notice specified in this Agreement even when, as a result of such termination, the Employee would or might forfeit any entitlement to benefit from School Sick Pay.
- 15.17 In the event of the Employee's absence from work for any reason other than approved annual leave or approved statutory leave, the Employee will be required to attend a back to work interview with the Headteacher on the first day the Employee returns to work and to complete an Absence Form on his/her return to work signed by both the Employee and the Headteacher at the end of the interview. If the Employee's absence is not established to the School's satisfaction as genuine absence on account of sickness or injury, the Employee will not be paid for such day or days' absence. In addition, the School may take disciplinary action in accordance with its Disciplinary policy and procedure in appropriate circumstances.

16. FAMILY FRIENDLY LEAVE

Full details of the eligibility criteria for and terms of statutory maternity, paternity and flexible working are set out in the relevant policies and procedures. Employees should refer to the School's policies and procedures for further details in the first instance and raise any queries or questions with the School's HR Provider.

17. PENSION

- 17.1 New full time and part-time employees will join the Teachers' Pension Scheme automatically upon commencement of employment unless the Employee elects to opt out and make private pension arrangements.
- 17.2 For part-time Employees who have previously opted out of the scheme or are continuing in a part-time post that commenced prior to 1 January 2007 part-time service will only be pensionable if the Employee has elected for his/her pay to be treated as such.
- 17.3 If the Employee does not wish to participate in the Teachers' Pension Scheme, the Employee may choose to rely solely on the basic flat rate State pension and the State Second Pension Scheme or to obtain an additional personal pension from the private sector.
- 17.4 A contracting out certificate is in force in respect of this employment.

18. CONFIDENTIAL INFORMATION

The Employee acknowledges that during the course of his/her employment with the School, the Employee will have access to Confidential Information belonging to the School. The Employee shall not at any time during (except in the proper course of carrying out his/her duties) or after his/her employment whether directly or indirectly disclose to a third party or make use of any Confidential Information.

19. DISCIPLINARY PROCEDURE

- 19.1 The School's Disciplinary Policy and Procedure as amended from time to time does not form part of the terms and conditions of the Employee's employment and is not intended to have contractual effect. It does however reflect the School's current practices and current employment legislation and all employees are strongly advised to familiarise themselves with it.
- 19.2 The School reserves the right to discipline or dismiss an employee with less than 2 years' continuous service without following the School's Procedures and to modify the procedure (subject to current minimum statutory requirements) for any employee if in the opinion of the School the individual circumstances of the case reasonably require it.

20. DISCIPLINARY AND DISMISSAL APPEALS

If an Employee is dissatisfied with any disciplinary or dismissal decision taken in respect of him/her the Employee may appeal that decision by writing to the Clerk to the Governors. Further details on Disciplinary and Dismissal Appeals are set out in the School's Disciplinary Policy and Procedure. For the avoidance of doubt the School's disciplinary and dismissal appeal policy and procedure does not form part of the Employee's contract of employment and is not intended to have contractual effect. It does however reflect the School's current practices and employees are strongly advised to familiarise themselves with it.

21. GRIEVANCE PROCEDURE

- 21.1 The School encourages employees to settle grievances informally or by informal or formal mediation. If, however, the Employee has a grievance relating to any aspect of his/her employment which he/she would like to be resolved through the formal grievance procedure, the Employee must set out the grievance and the basis for it in writing and submit it to the Headteacher (or the Chair of Governors if it concerns the Headteacher). Further details of the Grievance Procedure and formal mediation are set out in the School's Grievance Policy and Procedure. For the avoidance of doubt, the School's Grievance Policy and Procedure does not form part of the terms and conditions of the Employee's employment and is not intended to have contractual effect. It does however reflect the School's current practices and employees are strongly advised to familiarise themselves with it.
- 21.2 The Employee is required to read and adhere to all additional policies, rules and procedures set down by the School from time to time. The Employee will be required to confirm that he/she has read these documents and must ensure that he/she keeps him/herself regularly updated with any changes.

22. DRESS AND APPEARANCE

The image that the School presents to its pupils, their parents and members of the public is important. Accordingly, the Employee is required to dress smartly and professionally during working hours. Should the Employee arrive at work dressed inappropriately, the School reserves the right to send the Employee home without pay.

23. SUSPENSION

- 23.1 The School may at any time suspend the Employee for a reasonable period of time for the purposes of carrying out preliminary and or disciplinary investigations into any alleged acts or defaults of the Employee. During any period of suspension, the Employee will continue to receive his/her normal salary and contractual benefits. The Employee is required to remain available to and contactable by the School during his/her normal working hours in the period of suspension and the terms of this Agreement will continue to apply.
- 23.2 In the event that the Employee is suspended pursuant to this clause, to protect confidentiality and to facilitate a full and impartial investigation by the School, the Employee will not be permitted to discuss the fact of or reasons for the suspension with any other member of the School's staff unless they have made a written request to the School to do so for the purposes of liaising with a statutory companion prior to a meeting in which the right to request a statutory companion applies or for the purposes of obtaining witness evidence in preparation for a formal Disciplinary Hearing.

24. NOTICE

24.1 Following written confirmation of satisfactory completion of the probationary period (whether extended or otherwise) in accordance with clause 7.2, the Employee is required to give, and entitled to receive from the School:

- (a) a minimum of two months' written notice to expire on 30 April or 31 December; or
- (b) a minimum of three months' written notice to expire on 31 August,

PROVIDED that where the Employee has accrued greater than eight years' continuous service prior to or during the Appointment, either party must give at least one week's notice for each year of continuous service (up to a maximum of 12 weeks) to expire no later than the dates stated in this sub-clause.

24.2 Unless previously terminated by either party, the Employee's employment will terminate on [DATE] without the need for further notice.

24.3 The School reserves the right to make payment in lieu of notice.

24.4 The School may exclude these notice provisions and may terminate the Appointment with immediate effect, without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee is guilty of any gross misconduct, ceases to be eligible to work in the United Kingdom or ceases to satisfy the legislative and regulatory requirements relating to which his/her role is subject.

25. OBLIGATIONS UPON TERMINATION

25.1 On termination of the Appointment (howsoever arising) the Employee is required to:

- (a) immediately deliver to the School all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of School, any keys, credit card, mobile phone or lap top and any other property of School which is in his/her possession or under his/her control;
- (b) irretrievably delete any information relating to the business or affairs of the School stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his/her possession or under his/her control outside the School's premises; and
- (c) provide a signed statement that he/she has complied fully with the obligations under this clause, if required by the School.

26. GARDEN LEAVE

26.1 Once notice to terminate the Employee's employment has been given (either by the Employee or the School), or if the School so decides at any time during the Employee's Appointment, the School;

- (a) shall be under no obligation to provide the Employee with work or work of any particular kind;
- (b) may require the Employee to undertake any alternative duties or special projects outside the scope of the Employee's normal duties;
- (c) may appoint any other person to undertake the Employee's normal duties or responsibilities;
- (d) may require the Employee to make him/herself available at all times during normal business hours to provide any information or undertake any duties;
- (e) may require the Employee not to attend work;

- (f) shall require the Employee not to be employed, engaged in or to provide his/her services to any person, firm, company, charity or organisation, whether or not for pecuniary gain;
- (g) may require the Employee to deliver up any or all documents and other property of or relating to the business of the School in the Employee's possession or under the Employee's control and require the Employee not to make or retain or copy or duplicate any part thereof or make or retain any notes or extracts therefrom

27.1 Provided that the Employee's salary and any other contractual benefits shall not cease to be payable or provided by reason only of the School exercising its rights under this clause. This does not affect the School's general right to suspend the Employee or dismiss the Employee for good cause.

27. HEALTH AND SAFETY

All Employees are required to gain an understanding of the School's health and safety procedures, health and safety legislation, and statutory codes of practice and regulations from time to time in force, comply with them at all times and ensure that safety equipment and protective clothing provided are always used during the Employee's hours of work for the School. The School's health and safety information is displayed in the staff handbook and further information is set out in the School's policies and procedures which the Employee is required to read and familiarise him/herself with.

28. PERSONAL PROTECTIVE EQUIPMENT (PPE)

28.1 The Employee is required to wear any PPE specified by the School when carrying out any activities that require it during his/her hours of work for the School.

28.2 The School will supply the Employee with any necessary PPE at the School's expense. The Employee is required to take good care of any PPE supplied and to maintain all PPE in a reasonable condition. The Employee is required to report to his/her Head of Department any damage, defect or deterioration beyond reasonable wear and tear so that a replacement can be made. The Employee is required to return all PPE on termination of employment. The School reserves the right to deduct from the Employee's final pay the cost of any PPE that is not returned, or is returned in a damaged condition due to the Employee's actions or negligence. In signing this Agreement the Employee consents to the School making such deductions for these purposes.

29. PERSONAL MOBILE TELEPHONES

Save in the case of emergency, the Employee is only permitted to make or receive personal calls or send/open text messages during his/her daily rest break. Non-compliance may lead to disciplinary action.

30. INFORMATION COMMUNICATION SYSTEMS

Access to and use of the School's ICT equipment, including Internet and e-mail, is restricted to authorised use only. Reasonable personal use during the Employee's working hours is permitted. Breaches of the School's policy in respect of ICT usage may result in disciplinary action being taken in accordance with the School's disciplinary policy and procedure.

31. SMOKING

31.1 Smoking is strictly not permitted anywhere inside or on School premises. Any employee that does smoke may only do so in his/her normal contractual break times outside of School premises and grounds and in circumstances which do not bring the School into disrepute.

31.2 Further details are contained in the School's Smoking Policy.

32. DATA PROTECTION

32.1 The Employee consents to School processing data relating to the Employee for legal, personnel, administrative and management purposes and in particular to the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) relating to the Employee including, as appropriate:

- (a) information about the Employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Employee's fitness for work;
- (b) the Employee's racial or ethnic origin or religious or similar beliefs, age and sexual orientation, political beliefs and sexual life in order to monitor compliance with equal opportunities legislation and carry out vetting and screening of applicants and current employees in accordance with regulatory and legislative requirements from time to time in force;
- (c) information relating to the commission or alleged commission of any criminal offence for insurance purposes and in order to comply with legal requirements and obligations to third parties;

- (d) information relating to any criminal proceedings in which the Employee has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
- (e) information relating to the Employee's union membership for the purposes of administering collective or individual consultations of managing any internal procedures at which the Employee has the right to be accompanied by a trade union representative.

32.2 The School may make such information available to those who provide products or services to the School (such as advisers and payroll administrators), regulatory authorities, potential or future Schools, governmental or quasi-governmental organisations and potential purchasers of the School or the business in which the Employee works.

32.3 The Employee consents to the transfer of such information to its business contacts outside the European Economic Area in order to further business interests even where the country or territory in question does not maintain adequate data protection standards.

33. MONITORING

In signing this Agreement, the Employee consents to the School monitoring and recording any use that the Employee makes of the School's electronic communication systems for the purposes of ensuring that the School's rules are being complied with and for legitimate business purposes. The Employee is required to comply with any electronic communications systems policies that the School may issue from time to time.

34. TRADE UNIONS

34.1 The School supports and welcomes the exchange of information with union representatives and encourages employees to exercise their right to request to be accompanied by a trade union representative at formal meetings to which this statutory right applies.

34.2 Every reasonable facility is given to trade unions to deal with any issues in their representational capacity and to facilitate the sharing of information with the School through meetings and liaison.

34.3 Upon joining a trade union, the Employee will have the right to take part in its activities at appropriate times, to seek election to office in the union and to hold office in the union.

35. CONFLICT WITH OTHER DOCUMENTS

To the extent that there is any conflict between the terms of this Agreement and the School's policies and procedures, this Agreement shall prevail.

36. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

36.1 This agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

36.2 Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

36.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

36.4 Nothing in this agreement shall limit or exclude any liability for fraud.

37. VARIATION

The School reserves the right to make reasonable changes to any of the Employee's terms and conditions of employment and will notify the Employee in writing of such changes at the earliest opportunity and, in any event, within one month of such changes taking effect.

38. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

39. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Employee and the School shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by Agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

40. GOVERNING LAW AND JURISDICTION

40.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

40.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by **PAUL McATEER** for and on behalf of the School

.....
Executive Headteacher

.....
Date

Signed by the Employee

.....
Employee

.....
Date