

TEMPLATE CONTRACT FOR TEACHERS EMPLOYED 'ALL YEAR ROUND'

SUMMARY SHEET

Name and Address of Employer:	The Robinswood Academy Trust of Robinswood Primary School Underhill Road, Matson, Gloucester, Gloucestershire, GL4 6HE
Name and Address of Employee:	
Job Title:	
Base Location (referred to as "the Academy"):	Insert School name and address
Start Date with Employer:	
Continuous Service Date:	
Start date under this Contract:	
Continuous Service Date for RMO Purposes (see clause 3(c) of Contract):	
Working hours Per Week:	
Proportion of a Full Time Post (if applicable):	
Actual Pay:	
Grade & Range:	
Other Conditions & Allowances (e.g TLR's):	Insert details including the duties that the TLR applies to, and if for a fixed term, the relevant start and end dates.

CONTRACT OF EMPLOYMENT – PART 2

Parties and conditions

1.
 - (a) This contract of employment is made between the Robinswood Academy Trust of Robinswood Primary School Underhill Road, Matson, Gloucester, Gloucestershire, GL4 6HE (referred to in this contract as "We" or "the Trust"); and the Employee (as named in the summary sheet).
 - (b) This contract and your employment as a teacher is conditional on: your job application form/submissions/any pre-employment representations being true; receipt of two references which we consider to be satisfactory in our opinion; and further conditional on your continuing compliance with any relevant applicable legislation, including but not limited to legislation concerning identity checks, having the right to work in the UK, criminal records and barring and prohibition checks (the results of which are to our satisfaction) and having any necessary health and mental fitness to teach.
 - (c) Your employment is subject to the terms of this contract of employment. Further, the terms of the Burgundy Book (as defined below) and the STPCD shall apply to your employment to the extent that those terms are compatible with the terms of this Contract and Trust policies. In the event of any conflict between the Burgundy Book, the STPCD and this contract and/or Trust policies, the terms of this contract and any relevant Trust policies will prevail.
 - (d) You shall comply with The Teachers' Standards (published by the Secretary of State for Education via the Department for Education, effective from 1st September 2012) and with any revisions or amendments that may be made from time to time.
 - (e) You must comply with all Trust policies and rules from time to time in place, in particular our safeguarding children rules, information technology/internet, social media rules/policies, our Code of Conduct and health and safety rules, policies and any risk assessments. You may obtain copies of Trust policies from the Trust's website. Unless otherwise expressly stated, Trust policies are not contractual.

Definitions

2. In this contract:

"the Academic Year" means the period commencing 1st September and ending 31st August;

'the Academy' means the Academy in which you are primarily based (i.e. the Base Location named in the summary sheet).

'Board of Trustees' means the Trustees of The Robinswood Academy Trust;

'the Burgundy Book' means sections 3 to 6 of the Conditions of Service for Academy Teachers in England and Wales revised edition August 2000 to the extent that such conditions are compatible with the terms of this contract, Trust policies and legislation. In the event of any revisions to the Burgundy Book, the Trust may elect to vary your conditions accordingly;

'Governing Body' means the Local Advisory Board of the Academy;

'Headteacher' means the Executive Headteacher of the Trust;

'HoS' means the Head of School of the Academy;

'Trust policies' means all policies from time to time in place, which may be amended, withdrawn and/or replaced at any time by the Board of Trustees. Unless otherwise expressly stated within the body of any such individual policy, policies are not contractual;

'the STPCD' means The School Teachers' Pay and Conditions as amended from time to time pursuant to an order made under section 122 of the Education Act 2002 to the extent that such conditions are compatible with the terms of this contract and Trust policies.

Employment dates

- 3.
- (a) Your employment under this Contract begins /began on the date specified in the summary sheet (the Contract Start Date).
 - (b) Your employment with the Trust begins /began on the date specified in the summary sheet (the Employment Start Date). Your period of continuous employment for statutory purposes begins/began on the date specified in the summary sheet (Continuous Service Date).
 - (c) For the purposes of calculating any potential redundancy pay, continuous service will include previous qualifying continuous service with other Local Authorities or related employers covered by the Redundancy Payments (Employment in Local Government etc.) (Modification) Order 1999, as amended.

Job title and duties

- 4.
- (a) The title of your job is specified in the summary sheet.
 - (b) In addition to your compliance with the Teachers' Standards your duties shall include all those duties normally associated with your job title and any duties as may be detailed within a job description (as amended from time to time). In addition to your normal duties you may be required to undertake other duties and you will be required to follow all reasonable directions from time to time we give you. We reserve the right to vary your duties.
 - (c) The Academy may from time to time operate a variety of before and after school activities. You agree to either attend and participate or attend and devise/operate/lead such sessions as reasonably directed by the Head of School.
 - (d) You agree to use your utmost effort at all times to promote the best interests and reputation of the Trust, Academy and any associated body. Accordingly, as part of this wider duty, you agree to refrain from making any false or misleading statements relating to the Trust, the Academy, its staff or any associated body (including the Trustees, Governing Body and any schools within the Trust).
 - (e) You have a duty to report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to the HoS immediately on becoming aware of it. In addition you must immediately report to the HoS the details of any allegations (whether founded or unfounded)

that are made against you by any third party which may impact on your role in the Trust/Academy and/or may impact on the reputation of the Trust and/or Academy.

- (f) You are expected to be conscientious and loyal to the aims and the objectives of the Academy and the Trust.

Pay

- 5.
 - (a) We will pay you the salary stated in the summary sheet, per annum, calculated in accordance with our salary scale as amended from time to time. Details of your salary range are specified in the summary sheet. Salary is pro-rata if you are a part-time employee. We will pay you at monthly intervals directly into your bank account on or around the 30th of each month.
 - (b) We reserve the right to alter the time, method and frequency of payment by issuing you with reasonable notice of any such change.
 - (c) We shall review your pay annually at our discretion. Receipt of a pay increase one year creates neither the right to nor expectation of a pay increase in any subsequent year. We shall be guided but not bound by the STPCD and we shall consider our non-contractual Pay Policy terms in respect of pay issues and your salary shall be determined in accordance with such terms. For the avoidance of doubt, any pay increase is subject to satisfactory performance and there will be no entitlement to an increase if in the view of the Trust and/or Academy you have failed to meet your performance objectives.
 - (d) If you are entitled to any additional allowances (e.g. TLR1, 2 or 3), these are specified in the summary sheet. Such allowances shall be guided by but not bound by the terms of the STPCD.
 - (e) Any TLR3 payments shall expire on the date specified in the summary sheet without any further entitlement unless we extend the TLR3 payment period in writing. An extension of the TLR3 payment period creates neither the right nor expectation of any further extension. Any TLR3 payment will not be safeguarded beyond any agreed fixed term period.
 - (f) In the event that you are unable to attend work at the Academy and/or within the Trust because of bail conditions and/or other police/regulatory intervention prevent you from attending, you will not be entitled to any salary or any other payments during the period you are unable to attend work.

Hours

- 6.
 - (a) You are required to attend for work during the working hours specified in the summary sheet, which will usually comprise 195 days each Academic Year (or as otherwise amended by the STPCD from time to time) (pro rata for part timers). You will be notified of your days of work in advance.
 - (b) The Trust will allocate a maximum of 5 inset days per year. Full and part time teachers are required to attend Academy and work their usual hours during these days. If the inset days falls on a part time teacher's non-working day or outside normal working hours, then appropriate arrangements will be made.
 - (c) We may require you to work such additional hours as are necessary to fulfil the requirements

of your job. Your salary takes into account this obligation and no additional payment will be made for additional time worked. We envisage this to include, but not limited to, planning and preparing courses and lessons; attending parents evenings and all other pupil and school promotion events (on any day of the week); attending national examination results days; attending before and after school clubs; assessing, monitoring, recording and reporting on the learning needs, progress and achievements of assigned pupils; inset days; training days; participating in teacher appraisal; participating in any outreach work assigned to you; and supervision duties (for example, at breaks, lunchtimes and after school activities).

- (d) Unless we notify you otherwise, you will not normally be required to attend for work during periods of Academy closure.
- (e) Breaks will be in accordance with the Academy timetable and the rota covering break, lunch and duties.
- (f) We reserve the right to vary your normal hours of work (including increasing or decreasing the number of hours of your work and/or amending your start and finish times and/or changing your days of work) on giving reasonable notice to you (for the avoidance of doubt, this includes any increase or decrease in hours each Academic Year due to timetable changes). Salary and benefits will be adjusted pro-rata to reflect any such change in hours.

Place of work

- 7. Your normal place of work is at the Academy but we reserve the right to change this on a permanent basis upon one month's notice to you. We may require you to work at other places on a temporary basis. This includes any of the Trust's academies or in any of the schools/academies the Trust supports on either a temporary or permanent basis, as directed by the Trust.

In the performance of your duties we may require you to travel from your normal place of employment anywhere within the UK or overseas.

Holiday

- 8. For clarity as set out above at clause 6(d) above, unless we notify you otherwise, you will not normally be required to attend for work during periods of school closure. For the purpose of the fulfilment of your right to statutory holiday, for a full time employee, holiday entitlement is 5.6 weeks inclusive of the 8 normal bank/public holidays. This entitlement is pro-rata for part-time employees. Our holiday year runs in line with the Academic Year. You are not permitted to take holidays during term-time, and accordingly other than on days that you are required to attend work during Academy holiday closures, you shall take (and will be deemed to have taken, subject to relevant statutory provisions) your holiday entitlement (at your applicable rate of pay) during the Academy holiday closures that follow the commencement of each holiday year.

Upon termination of your employment you will be entitled to pay in lieu of any statutory holiday accrued in your current holiday year but not taken. If you have taken holidays in excess of statutory entitlement we shall be entitled to deduct the excess pay from your final salary payment.

Sickness and sick pay

9. If you are unable to attend work because of sickness or injury, you must comply with our rules for notifying us that you will be absent, which are in the Staff Handbook. Subject to your compliance with our rules, you will be entitled to occupational sick pay as set out in the Burgundy Book. If you do not comply with these rules, we reserve the right to pay you only Statutory Sick Pay (SSP) for your period of absence.

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require. You agree that any report produced in connection with any such examination may be disclosed to us and/or the Academy and we and/or the Academy may discuss the contents of the report with the relevant doctor.

If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we and/or the Academy may reasonably require. Any occupational sick pay we pay to you in respect of that period (except SSP) shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

Pension

10. We will automatically enrol you into the Teachers' Pension Scheme ('the Scheme'), subject to eligibility rules of the Scheme. Within a month of being enrolled in the Scheme, you can send us an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

Ending your Employment

- 11.
- (a) You must give a minimum of two months' written notice, and in the Summer term three months' written notice, terminating at the end of an Academy term expiring on 31st December, 30th April or 31st August. However, if you are resigning to take up an appointment in respect of a school whose Autumn terms starts prior to 1st September, your notice where properly given, will expire on the day preceding the day your new employer's school opens for the Autumn term.
 - (b) If appropriate, following the outcome of a full and fair disciplinary/capability procedure we may bring your employment to an end by giving you a minimum of two months' notice and in the Summer term three months' notice, terminating at the end of an Academy term expiring on 31st December, 30th April or 31st August. Notwithstanding these notice periods, notice will be in accordance with the Employment Rights Act 1996 so after 8 years' service you will be entitled to a minimum of 8 weeks' notice, increasing thereafter by one week for every additional year of continuous service up to 12 weeks' notice after 12 years' service.
 - (c) We reserve the right to require that you refrain from your duties and remain away from the Academy and/or any Trust premises during any notice period. If we elect to do this, you will be entitled to your normal salary and benefits during this period and you will remain available to carry out any duties that we may assign to you and you shall not be permitted to work for any other person or body during such period.

- (d) We reserve the right to bring your employment to an end immediately by notifying you that we are exercising our right to pay in lieu of notice and that we will be making a payment to you in lieu of the required notice (for the avoidance of doubt this includes any unexpired period of notice). The payment shall be solely your basic salary (at the rate payable when the option is exercised) without taking into account any benefits and shall be subject to deductions for income tax and national insurance contributions.
- (e) We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice: (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom; or (c) if there are other substantial grounds justifying your immediate dismissal.
- (f) We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.
- (g) We shall have the right to suspend you (with or without the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct, where children are at risk, where you need protection, where the Academy's and/or the Trust's reputation would be significantly damaged, where your presence may impede a disciplinary investigation, to prevent you from being a disruptive influence in the workplace or other circumstances which might lead to dismissal, for such period as is reasonable.

Discipline and grievances

- 12.
 - (a) Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Trust Staff Handbook. These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion.
 - (b) If you wish to appeal against a disciplinary decision you may apply in writing to the Chair of Governors in accordance with our disciplinary procedure.
 - (c) If you wish to raise a grievance, you may apply in writing to the HoS in accordance with our grievance procedure.

Outside interests

- 13. During your employment, unless you have the Headteacher's prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our reputation or goodwill. You must give the Headteacher full details of your involvement in such outside activity, employment or business.

Save with the prior written permission of the Headteacher you may not receive any remuneration for work with any pupil of the Academy and/or any academy within the Trust during term time or holidays.

We will treat failure of your obligation under this clause as a disciplinary matter.

Deductions

14. We may deduct from any payment we make to you and in particular from your final salary payment any sums which you owe to us and/or the Academy. This includes, without limitation, any overpayment, any sums you owe to us and/or the Academy in respect of training courses, fees, occupational health cancellation charges, etc. or where you are liable (as determined by the Governing Body or Board of Trustees) to reimburse us for loss or damage to property.

Search

15. We reserve the right to search you, your locker, desk, filing cabinets, cupboards and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

Duty of Disclosure

- 16.
- (a) Due to the nature of your post, you have an on-going obligation throughout your employment to immediately disclose to the Trust:
- (i) any convictions, cautions, reprimands, final warnings or youth convictions that you receive which are not "protected" as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013);
 - (ii) if there is a formal child protection investigation involving you or any child who has been in your care;
 - (iii) if a care order is issued with respect to a child who has been in your care;
 - (iv) if there is any change in your circumstances that affects or may affect your right to work in the United Kingdom;
 - (v) if you are the subject of a referral to the Disclosure & Barring Service;
 - (vi) if you are barred from working with children or vulnerable adults;
 - (vii) any other circumstances, including any changes/information which may affect your suitability for continued employment with the Trust.
- (b) You must make disclosures under this clause 16 to the HoS who will restrict the information to staff that need to be informed. The impact and potential consequences of the disclosure will be discussed with you.
- (c) If you fail to disclose the information in clause 16(a) in a timely manner it could lead to disciplinary action, up to dismissal.
- (d) If disclosure under clause 16(a) reveals that you are disqualified, your employment may be terminated with immediate effect.

- (e) Whilst we consider the impact of any disclosures under this clause 16, at our sole election, you may be redeployed to another role, location or project, placed on paid leave or suspended on full pay.

Confidential Information

- 17.
- (a) You acknowledge that in the course of your employment you may have access to and you will be entrusted with information related to the Academy and/or the Trust's business, finance, processes, plans, pupils, parents, customers or affairs and that such information may be confidential and important to us. In this contract such information is called "Confidential Information" and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the Academy and/or to the Trust; information relating to the Academy and/or to the Trust which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the Academy and/or the Trust in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.
- (b) You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the Academy and/or the Trust or to the press or other media or to the public or any part of it, including parents and prospective parents would place the Academy and/or the Trust at a disadvantage and would damage its business.
- (c) You shall not without the prior consent of the Academy other than in the proper performance of your duties under this contract either during your employment or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to information which (otherwise than through your act or default) becomes available to the public generally.

Collective agreements

18. Your terms and conditions of employment will be in accordance with the School Teachers' Pay and Conditions document, and the conditions of Service for School teachers in England and Wales (Burgundy Book).

Changes to terms of employment

19. We reserve the right to make reasonable changes to any of your terms and conditions of employment. You will be informed of any such changes in writing, the changes taking effect from the date of the notice and will be notified to you not less than one month in advance.

Agreement

I accept the terms and conditions of my contract of employment.

Signed _____ (You)

Dated _____

Signed on behalf of _____
The Robinswood Academy Trust

(Print name and position) _____

Dated _____