Model Contract Of Employment

for a

[Teaching Assistant Level [ [[1]](#footnote-1)] [Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Business Manager] [Head Of Finance/Bursar] [Other[[2]](#footnote-2)][[3]](#footnote-3)

in A [Single] [Multi][[4]](#footnote-4) Academy Trust

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

BETWEEN

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

**AND**

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

**1. Interpretation**

1.1 In this Contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-

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

* + 1. "Chair" means the chair of the Employer appointed from time to time.
    2. "Contract" means this agreement, which should be read in conjunction with the Handbook.
    3. "Diocese" means the Church of England diocese in which the Academy is situated, and ‘Diocesan’ shall be construed accordingly.
    4. "Diocesan Board of Education" means that body constituted under the Diocesan Boards of Education Measure 1991 for the Diocese and any successor body, and includes the officers thereof.

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

1.1.6 "Employer" means the Employer named at the beginning of the Contract and includes the board of directors of the Employer and such committees or local governing bodies as may be accorded relevant delegated powers by the board of directors from time to time.

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

1.1.8 "Funding Agreement" means the funding agreement agreed and signed from time to time with the Secretary of State for Education in respect of a single academy trust or the master funding agreement and relevant supplemental funding agreement agreed and signed from time to time in respect of any academy within a multi-academy trust.

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

1.1.10 "Handbook" means the staff handbook which contains the disciplinary, grievance and capability policies and the other policies and procedures that the Employer operates from time to time. All such policies and procedures are non-contractual unless expressly stated otherwise.

1.1.11 "LGPS" means the Local Government Pension Scheme.

1.1.12 "Keeping Children Safe in Education 202[X]" means the statutory guidance document of that name published by the Department for Education.

1.1.13 "Local Authority" means the Local Children’s Services Authority and includes the local authority within the meaning of the Education Acts for the area in which the Academy is situated.

1.2 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

**2. Job Title**

2.1 The Employee is appointed by the Employer to serve as a [Teaching Assistant Level [ [[12]](#footnote-12)] [Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Business Manager] [Head of Finance/Bursar] [Other [[13]](#footnote-13)] [[14]](#footnote-14) at the Academy (the "Post").

**3. Job Description**

3.1 The Employee's job description is attached at Schedule 1.[[15]](#footnote-15)

3.2 The Employee's job description may be subject to annual revision, following consultation with the Employee.

**4. Commencement**

4.1 The Employee's employment with the Employer shall commence on [ ][[16]](#footnote-16).

4.2 The Employee's continuous service under the Employment Acts shall be calculated from the date the Employee started working at the Academy unless the Employee's employment with a previous governing body of a voluntary aided school or foundation school, or a Local Authority, counts as continuous service under the Employment Acts.

4.3 For the purposes of determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with the Employee's service at the Academy in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) and/or the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 1997 (as amended) as appropriate.

4.4 The Employee's Post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and Keeping Children Safe in Education 202[X].

4.5 This Contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the Academy; (b) as a result of a condition specified by the Employer at that time; or (c) in order to comply with the Regulations referred to at 4.4 above.

4.6 The Employee's employment with the Employer is subject to the Employer being satisfied with the criminal records certificate received from the Disclosure and Barring Service. The Employee is required to notify the Employer immediately if: the Employee is the subject of a referral to the Disclosure and Barring Service, charged or convicted of any criminal offence, or in receipt of a police caution, reprimand or warning, or if there is a formal child protection investigation of the Employee. Disclosure of a criminal conviction will not necessarily debar the Employee from employment with the Employer. This would depend on the nature of the offence, how long ago it was and what age the Employee was when it was committed and any other factors that may be relevant to this appointment. Failure to declare a conviction, caution or bind-over may disqualify the Employee from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.

4.7 The Employee is required to complete a Pre-Employment Health Check prior to taking up the Post.

4.8 It is a condition of the Employee's employment that the Employee will provide the Employer with documentary proof of their right to work in the UK in accordance with section 8 of the Asylum and Immigration Act 1996 prior to taking up the Post. The Employer shall check and retain a copy of this documentation before the Employee commences employment at the Academy. If the Employee has a passport or an identity card that shows that they are a British or an Irish National or that they have the right to work in the UK then they should provide this. If the Employee does not have a passport then they should consult  the Employer as to what further/alternative documentation may be acceptable.

4.9 If the Post requires membership or clearance from a statutory body, it is the Employee's responsibility to make sure that they renew or register their membership. The Employee shall therefore renew such clearances or re-register with such statutory bodies as required by the Employer. Should the Employee fail to do so, they may be subject to disciplinary action, to include summary termination of employment, without notice.

**5. Duration and Probationary Period**

5.1 The Post is [a permanent full-time post] [a permanent part time post] [for a fixed-term which expires on [ ][[17]](#footnote-17)] [a post which will expire on the happening of [ ] [[18]](#footnote-18)][[19]](#footnote-19)

5.2 The Post shall be subject to a Probationary Period which shall start on the Commencement Date and last for a period of one school term.

5.3 The Employer may, at its discretion, extend the Probationary Period for up to a further one school term however it is not obliged to extend the Probationary Period and is entitled to terminate employment, with notice (or payment in lieu of notice), on the grounds that the Employee has not successfully completed probation, without first giving an extension.

5.4 During the Probationary Period (including any period where probation has been extended) the Employee’s performance and suitability for continued employment will be monitored. If conduct and/or performance has been unsatisfactory, the Employer may terminate their employment giving not less than one month’s notice, subject always to its right to summarily dismiss for gross misconduct.

5.5 The Probationary Period is deemed to continue even where the duration of the Probationary Period has passed and shall continue until such time as the Employee receives written confirmation from the Governing Body or the School that they have successfully passed probation.

**6. Place of Work**

The Employee's normal place of work shall be at the Academy, or at the premises used by the Academy from time to time (if different). The Employer reserves the right to require the Employee to work at such other place or places as it may from time to time reasonably require.

**7. Salary**

7.1 The Employee's current salary is [£ ][[20]](#footnote-20) gross per annum as per the applicable pay scale [ ][[21]](#footnote-21) spinal column point number [ ][[22]](#footnote-22) [paid pro rata for part-time employees].[[23]](#footnote-23)

7.2 The Employee's salary shall be reviewed annually by the Employer following performance reviews and may be increased from time to time at the Employer's discretion without affecting the other terms of the Employee's employment. There shall be no obligation on the Employer to award the Employee any salary increase. In addition, there shall be no review of salary after notice has been given by either party to terminate the Employee's employment.

7.3 The Employee shall also be entitled to receive the following payments:

7.3.1 reasonable expenses which the Employee has incurred in the proper performance of the Employee's duties, in accordance with the Employer's expenses claim policy, provided always that such expenses are properly evidenced in accordance with such policy;

[7.3.2][[24]](#footnote-24)

7.4 The Employee's salary will be paid on or around [ ][[25]](#footnote-25)of each month in arrears by BACS transfer into the Employee's chosen bank or building society account.

7.5 The Employee agrees that the Employer may deduct from any salary or other payment due to the Employee any amount owed by the Employee to the Employer, following prior notification to the Employee by the Employer, as per the Employment Acts. Arrangements to repay any over-payments will be made with the intention of avoiding any unnecessary hardship.

7.6 The Employee shall also have access to a variety of benefits.  The Employer shall inform the Employee as to when they are available and how to access them.

**8. Hours of Work**

8.1 The Employee's normal hours of work are [ ] [[26]](#footnote-26) all year round with a lunch break each working day of [ ] [[27]](#footnote-27)

These may be varied following consultation with the Employee depending on the operational need of the school.

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

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

**9. Duties and Religious Ethos**

9.1 The Employee is required to perform the duties of a [Teaching Assistant Level [ [[28]](#footnote-28)] [Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Business Manager] [Head Of Finance/Bursar] [Other [[29]](#footnote-29)] [[30]](#footnote-30)in accordance with the Employee's job description at Schedule 1.

9.2 The Employee shall exercise the professional duties and maintain the professional standards of a [ ] [[31]](#footnote-31) in the Academy under the directions of the Employer and in accordance with:

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

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

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

9.2.4 [the Green Book, and any subsequent modifications thereof][[32]](#footnote-32); and

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

9.3 During the appointment Employees shall:

9.3.1 have regard to, maintain and develop the Church of England character of the School;

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

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

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

9.3.5 in relation to each of the Academies to recognise and support their individual ethos, whether or not designated Church of England.

9.4 If the Employee wishes to engage in any outside activity which may, in the reasonable opinion of the Employer, interfere with the effective discharge of the Employee's duties under this Contract, the Employee must obtain the prior written consent of the Employer (such consent not to be unreasonably withheld).

**10. Holidays and Leave of Absence**

10.1 The Employee’s annual leave entitlement will be [ ][[33]](#footnote-33) working days or a pro-rated proportion in the case of part time employment. All leave must be agreed in advance with the Headteacher. The Academy's holiday year commences on 1st September. Subject to the provisions of the STPCD, the Employee's holidays must coincide with periods of Academy closure and public holidays, details of which will be notified to the Employee by the Employer from time to time.

Current information relating to Academy closure and in-service training days is available from the Academy.

10.2 The Employee shall be paid full salary during closure periods unless the Employee is in receipt of less than full salary arising from the application of the sick pay scheme, maternity or other family leave schemes, or for some other reason specified in writing to the Employee.

10.3 The Employer or, in a case of urgency, the Chair, may, at its/their discretion, grant the Employee occasional leave of absence within the limits and upon the conditions relative to payment of salary prescribed by the Employer on compassionate or other grounds. Please see the Employer’s Special Leave Policy for further information.

10.4 The Employee shall be entitled to their statutory rights in relation to parental leave and time off for dependants.

**11. Sickness and Sick Pay**

The Employee shall comply with the Employer's procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Employer’s Sickness Absence Policy in the Handbook, and which shall comply with the relevant provisions of the Green Book. Notification of sickness absence must be made in accordance with the Employer’s Sickness Absence Policy. More information on sick pay can be found in the Employer’s Sickness Absence Policy.

**12. Maternity, Paternity, Shared Parental and Adoption Leave Provisions**

12.1 Provisions for maternity leave shall be those set out in the Green Book, without prejudice to any additional rights provided by the Employment Acts and/or agreed locally, where ratified by the Employer.

12.2 The Employee shall be entitled to shared parental statutory paternity and/or adoption leave and pay, without prejudice to any additional rights incorporated into the Green Book from time to time.

12.3 Full details can be found in the School’s relevant policy.

**13. Pensions and Pension Scheme**

13.1 If the Employee's employment is full-time or part-time and the Employee is between the ages of 16 and 75, the Employer shall automatically enrol the Employee as a member of the LGPS and contributions shall be deducted from the Employee's salary. Further details of the LGPS are available at http://www.lgps.org.uk/.

**14. Trade Union Membership**

The Employee shall have the right to join a recognised trade union and to take part in its lawful activities

**15. Grievance, Disciplinary and Capability Policies and Procedures**

15.1 The Employer’s non-contractual grievance policy from time to time in force sets out the procedure for dealing with employee grievances. Full details are set out in the Handbook.

15.2 The Employer’s non-contractual disciplinary policy from time to time in force sets out the rules and procedure for dealing with disciplinary matters. Full details are set out in the Handbook.

15.3 The Employer’s non-contractual capability policy from time to time in force sets out the rules and procedure for dealing with any capability issues arising from, but not limited to, any review of the Employee's performance which may be carried out by the Employer, or otherwise. Full details are set out in the Handbook.

15.4 The Employer reserves the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as it, in its sole discretion, thinks fit. The Employee will be notified of any changes in writing, where appropriate.

**16. Termination of Contract**

16.1 Save as provided by clause 5.2 above,

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

[the Employee's employment will terminate automatically on the date specified in clause 5.1, unless the Employee's employment is terminated by the Employer by giving to the Employee not less than the minimum period of notice required by the Green Book expiring at the end of a Academy term as defined by the Green Book.] [[34]](#footnote-34)

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

16.3 It shall be sufficient that any notice given by the Employer under this clause 16 shall be signed by the Chair on its behalf.

16.4 Any notice given by the Employer under this clause 16 may be served by delivering it to the Employee or by leaving it at the Employee's last known place of residence or by sending it in a prepaid letter addressed to the Employee at that place. Any notice given by the Employee under this clause 16 may be served by delivering it to the Chair or by sending it in a prepaid letter to the Chair at their last place of residence or care of the Academy.

16.5 In the event that the Employee's employment is terminated by either party on giving the required notice under this clause 16, the Employer reserves the right to require the Employee not to attend Academy during the notice period. In such a case the Employee will be placed on garden leave, during which the Employee will continue to receive full salary and benefits and will continue to be bound by the terms of this Contract until the notice of termination of employment expires.

16.6 The Employer reserves the right to pay the Employee in lieu of all or part of the notice required under this clause 16, howsoever given.

16.7 The periods of notice specified in this clause 16 do not apply in the case of summary dismissal for gross misconduct (see the non-exhaustive list of examples set out in the Handbook) and the Employer hereby reserves the right in such a case to dismiss the Employee without notice.

16.8 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers’ (Compensation for Redundancy and Premature Retirement) Regulations 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Green Book.

**17. Health & Safety and Safeguarding**

The Employee shall familiarise themselves with and ensure compliance with the Employer’s policies on Health and Safety at Work and Safeguarding from time to time in force. Further details can be found in the Handbook.

**18. Confidentiality**

Without prejudice to the Employer's Whistle-Blowing policy contained in the Handbook, the Employee shall not during or following termination of the Employee's employment (for whatever reason) disclose to anyone other than in the proper course of the Employee's employment, or if required to do so by law, any information of a confidential nature relating to the Employer/Academy (save where such information is already in the public domain, otherwise than as a result of the Employee breaching this clause 18). Breach of this clause 18 by the Employee may be treated as gross misconduct warranting summary dismissal without notice.

1. Governing Law and Jurisdiction

This Contract shall be governed in accordance with the laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the Courts and Tribunals of England and Wales.

**19. Training**

The Trust provides regular training and professional development to staff, some of which is mandatory. The dates and times of regular internal training will be shared with the Employee as soon as they are published.

All external training opportunities which are relevant to the Employee’s role or identified as part of their development will be discussed with them. Where the School cannot bear the costs of any training this will be discussed with them.

**20. Data Protection**

The Academy Trust processes personal information on staff, including sensitive information, during the course of their employment. The Academy Trust has to process this information in order to fulfil its contractual duties and legal obligations towards the Employee and others. Further information on what is collected and why, along with how long it is retained and who it is shared with, can be found in the Academy Staff Privacy Notice.

As a member of staff in the Academy, the Employee will have access to information about staff and pupils, some of which may be confidential. They are expected to process this information where required in their role in a manner that ensures the information’s security and integrity, in line with the Academy Trust’s policies and procedures.

Signed by the Chair:.....................................................................................................

(on behalf of )[ ] [MULTI][[35]](#footnote-35) ACADEMY[[36]](#footnote-36) TRUST COMPANY LIMITED)

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

**Schedule 1[[37]](#footnote-37)**

[Teaching Assistant (Level 1)]

[Teaching Assist (Level 2)]

[Teaching Assistant (Level 3)]

[Teaching Assistant (Level 4)]

[Welfare Assistant]

[Classroom Assistant]

[Nursery Employee]

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

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

[Other] [[38]](#footnote-38)

**Schedule 2[[39]](#footnote-39)**

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1. Insert level 1- 4 [↑](#footnote-ref-1)
2. Insert position/role (eg HR Manager) [↑](#footnote-ref-2)
3. Delete as appropriate [↑](#footnote-ref-3)
4. Delete as appropriate [↑](#footnote-ref-4)
5. Insert date [↑](#footnote-ref-5)
6. Delete as appropriate [↑](#footnote-ref-6)
7. Insert name of Employer [↑](#footnote-ref-7)
8. Insert Employer's address [↑](#footnote-ref-8)
9. Insert Employee's address [↑](#footnote-ref-9)
10. Insert name of academy [or, in the case of a MAT, the particular academy where the employee is to work] [↑](#footnote-ref-10)
11. Delete as appropriate [↑](#footnote-ref-11)
12. Insert level 1- 4 [↑](#footnote-ref-12)
13. Insert position/role (e.g. HR Manager) [↑](#footnote-ref-13)
14. Delete as appropriate [↑](#footnote-ref-14)
15. Insert Job Description at Schedule 1 [↑](#footnote-ref-15)
16. Insert commencement date [↑](#footnote-ref-16)
17. Insert end date of fixed term [↑](#footnote-ref-17)
18. Insert details of event [↑](#footnote-ref-18)
19. Delete as appropriate, depending on type of contract [↑](#footnote-ref-19)
20. Insert gross salary figure [↑](#footnote-ref-20)
21. Insert pay scale number [↑](#footnote-ref-21)
22. Insert spinal column point number [↑](#footnote-ref-22)
23. Delete as appropriate [↑](#footnote-ref-23)
24. Insert details of any other payments [↑](#footnote-ref-24)
25. Insert date [↑](#footnote-ref-25)
26. Insert days of week and start and finish time [↑](#footnote-ref-26)
27. Insert length of lunch break [↑](#footnote-ref-27)
28. Insert level 1- 4 [↑](#footnote-ref-28)
29. Insert position/role (e.g. HR Manager) [↑](#footnote-ref-29)
30. Delete as appropriate [↑](#footnote-ref-30)
31. Insert as appropriate [↑](#footnote-ref-31)
32. Consider whether use of Local Authority pay scales is appropriate for Business Managers/ Finance Officers. Market rates may be advisable for a more senior role. [↑](#footnote-ref-32)
33. Enter number of days FTE Leave here [↑](#footnote-ref-33)
34. Fixed term Contract [↑](#footnote-ref-34)
35. Delete as appropriate [↑](#footnote-ref-35)
36. Insert name of Employer [↑](#footnote-ref-36)
37. Insert Job Description, as appropriate [↑](#footnote-ref-37)
38. Delete as appropriate [↑](#footnote-ref-38)
39. Insert list of Collective Agreements, plus details of where they can be inspected [↑](#footnote-ref-39)