# Model Contract of Employment

# for a

# [Deputy Headteacher] [Assistant Headteacher]**[[1]](#footnote-1)**

# in a Church of England Voluntary Aided School

THIS AGREEMENT IS DATED [ ][[2]](#footnote-2)

BETWEEN

(1) THE GOVERNING BODY OF [ ][[3]](#footnote-3) (the "School") situated at [ ][[4]](#footnote-4) a Church of England Voluntary Aided school

AND

(2) [ ][[5]](#footnote-5) (the "Employee") of [ ][[6]](#footnote-6)

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 "Burgundy Book" means sections 3 – 6 inclusive of the “Conditions of Service for School Teachers in England and Wales” revised edition August 2000 and includes any subsequent amendments thereto.

1.1.2 "Chair" means the chair of the Governing Body appointed from time to time.

1.1.3 "Contract" means this agreement, which should be read in conjunction with the Handbook.

1.1.4 "Diocese" means the Church of England diocese in which the School is situated, and ‘Diocesan’ shall be construed accordingly.

1.1.5 "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.

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

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

1.1.8 "Employer" means the Governing Body.

1.1.9 "Foundation" means the trustees holding on trust the site of the School.

1.1.10 "Governing Body"means the governing body of the School.

1.1.11 "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.

1.1.12 "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 School is situated.

1.1.14 "School" means the school named at the beginning of this Contract and includes all sites upon which the school undertaking is carried out from time to time.

1.1.15 "STPCD" means the School Teachers’ Pay and Conditions Document, being the current Order made under Section 2 of the School Teachers’ Pay and Conditions Act 1991 and any document specified therein. In the event of a conflict between the provisions of the current STPCD and the terms of this Contract concerning the Employee's statutory conditions of employment, the terms of the SPTCD will prevail.

1.1.16 "TPS” means the Teacher’s Pension Scheme.

1.1.17 "Trust Deed" in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.

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 the [Deputy Headteacher] [Assistant Headteacher][[7]](#footnote-7) at the School (the "Post").

3. Job Description

3.1 The Employee's job description is attached at Schedule 1.[[8]](#footnote-8)

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 [ ][[9]](#footnote-9).

4.2 The Employee's continuous service under the Employment Acts shall be calculated from the date the Employee started working at the School 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 School 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 is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended) 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 School; (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 his/her 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 School. 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 [ ][[10]](#footnote-10)] [a temporary post which will expire on the happening of [ ] [[11]](#footnote-11)][[12]](#footnote-12)

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 School, or at the premises used by the School 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 salary shall be determined in accordance with the statutory provisions in the STPCD. The Employee's current salary is [£ ][[13]](#footnote-13) gross per annum as per the Leadership England Area/Wales Area/Inner London Area/Outer London Area/Fringe Area pay spine point number [ ][[14]](#footnote-14) [paid pro rata for part-time employees.][[15]](#footnote-15)

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 (having regard always to the provision of the STPCD) without affecting the other terms of the Employee's employment. Subject to the terms of the STPCD there shall be no obligation on the Employer to award the Employee any salary increase.

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][[16]](#footnote-16)

7.4 The Employee's salary will be paid on or around [ ][[17]](#footnote-17)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 shall be available for work at all times when the School is open and at such other times as the Employer may reasonably require, subject to the provisions of the Working Time Regulations 1998 (as amended) and the STPCD. In addition, the Employee shall work such hours as are necessary to enable the Employee to discharge the Employee's professional duties effectively and efficiently. The Employee is entitled to a break of reasonable length in the course of each school day. The Employee is entitled to enjoy a reasonable work/life balance.] [[18]](#footnote-18)

[As a part time member of staff the Employee will be working   .] [[19]](#footnote-19)

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

8.2 The Employee's terms and conditions relating to hours of work shall be in accordance with the provisions set out in the STPCD, and shall include, having regard to any teaching responsibilities, as far as reasonably practicable, reasonable time for discharging the Employee's management responsibilities and, where the Employee participates in teaching, planning and preparation time.

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 shall exercise the professional duties and maintain the professional standards of a [Deputy Headteacher] [Assistant Headteacher][[20]](#footnote-20) in the School under the directions of the Employer and in accordance with:

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

9.1.2 the Trust Deed and the Instrument of Government of the School;

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

9.1.4 the Professional Standards for Teachers document published by the Department for Education in May 2012 (or any amendment thereof) and the Revised Professional Standards for Education Practitioners in Wales published in September 2011 (and any subsequent revisions thereof);

9.1.5 the conditions of employment prescribed in the STPCD from time to time in force;

9.1.6 the Burgundy Book, and any subsequent modifications thereof;

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

9.2 The Employee shall undertake any professional duties of the Headteacher reasonably delegated/assigned to them.

9.3 The Employee may be required by the Headteacher or the Employer to undertake some or all of the professional duties of the Headteacher in the event of the Headteacher's absence from the School.

9.4 In addition to carrying out the duties of a teacher other than a Headteacher (including those duties assigned to the Employee by the Headteacher), the Employee shall play a major role, under the overall direction of the Headteacher, in formulating the aims and objectives of the School. To that end, the Employee shall be involved in establishing the policies through which those aims and objectives shall be achieved, be responsible for managing staff and recourses and for monitoring progress towards their achievement.

9.5 During the appointment employees shall:

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

1. be conscientious and loyal to the aims and objectives of the Governing Body and the School;
2. not do anything which is, or has the potential to be, in any way detrimental, prejudicial or contrary to the interests of the Governing Body and the School;
3. have due regard to, and implement, any advice given by the Diocesan Board of Education when carrying out their functions;
4. give, or supervise the giving of, religious education in accordance with the doctrines of the Church of England and to the satisfaction of the Diocesan Board of Education;
5. take part in and lead acts of religious worship;
6. ensure that all pupils in attendance at the School have the opportunity to take part in daily collective worship and ensure that worship in the School is in accordance with the rites and teachings of the Church of England as may be appropriate from time to time and otherwise is in accordance with the requirements of our Instrument of Government and Trust Deed;
7. in relation to each of the Schools to recognise and support their individual ethos, whether or not designated Church of England;
8. ensure that they are familiar with the SIAMS Framework if they are involved in delivering religious education or the content of collective worship;
9. ensure the implementation of a policy for the pastoral care of the pupils in the School in accordance with the teachings of the Church of England;
10. promote good relationships with the parents/guardians of the pupils of the School, the Diocese, the Local Authority and the Department for Education.

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

9.7 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 School's holiday year commences on 1st September. Subject to the provisions of the STPCD, the Employee's holidays must coincide with periods of School closure and public holidays, details of which will be notified to the Employee by the Employer from time to time. Current information relating to School closure and in-service training days is available from the School.

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 School’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 Burgundy 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 Burgundy 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 Burgundy 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 TPS and contributions shall be deducted from the Employee's salary. Further details of the TPS are available at https://www.teacherspensions.co.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,

[[21]](#footnote-21)[subject to the provisions of the Education Acts and to any regulations made thereunder, this Contract may be terminated by either party giving to the other not less than two months' written notice during the autumn and winter terms, and in the summer term not less than three months' written notice, terminating at the end of a school term. The school terms shall be deemed to end on 30th April, 31st August and 31st December respectively.] [[22]](#footnote-22)

[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 Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.] [[23]](#footnote-23)

[the Employee's employment will terminate automatically on the school day preceding the happening of the event 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 Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.][[24]](#footnote-24)

16.2 Notwithstanding the provisions of clause 16.1, where the Employer gives the Employee notice to terminate with effect from the end of the autumn or winter terms and the Employee has been continuously employed for nine or more complete years, then such notice will constitute one week's notice for each complete year of service worked, up to an overall maximum of twelve weeks.

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 such Chair at their last place of residence or care of the School.

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 School 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) Orrder 1999 and the Burgundy Book.

17 Health and 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/School (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.

**19. 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.

**20. Training**

The School 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 the Employee. Where the School cannot bear the costs of any training this will be discussed with the Employee.

**21. Data Protection**

The Governing Body processes personal information on staff, including sensitive information, during the course of their employment. The Governing Body 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 School Staff Privacy Notice.

As a member of staff in School, 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 Governing Body’s policies and procedures.

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

(on behalf of the Governing Body of [ ]**[[25]](#footnote-25)**)

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

Schedule 1[[26]](#footnote-26)

Schedule 2[[27]](#footnote-27)

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1. Delete as appropriate [↑](#footnote-ref-1)
2. Insert date [↑](#footnote-ref-2)
3. Insert name of School [↑](#footnote-ref-3)
4. Insert School's address [↑](#footnote-ref-4)
5. Insert name of Employee [↑](#footnote-ref-5)
6. Insert Employee's address [↑](#footnote-ref-6)
7. Delete as appropriate [↑](#footnote-ref-7)
8. Insert Job Description at Schedule 1 [↑](#footnote-ref-8)
9. Insert commencement date [↑](#footnote-ref-9)
10. Insert end date of fixed term [↑](#footnote-ref-10)
11. Insert details of event [↑](#footnote-ref-11)
12. Delete as appropriate, depending on type of contract [↑](#footnote-ref-12)
13. Insert gross salary figure [↑](#footnote-ref-13)
14. Insert pay spine point number [↑](#footnote-ref-14)
15. Delete as appropriate [↑](#footnote-ref-15)
16. Insert details of any other payments [↑](#footnote-ref-16)
17. Insert date [↑](#footnote-ref-17)
18. For employees employed on a full time basis [↑](#footnote-ref-18)
19. Delete as appropriate, depending on type of contract [↑](#footnote-ref-19)
20. Delete as appropriate [↑](#footnote-ref-20)
21. Delete as appropriate, depending on type of contract [↑](#footnote-ref-21)
22. Permanent Contract [↑](#footnote-ref-22)
23. Fixed term Contract [↑](#footnote-ref-23)
24. temporary contract for an indefinite period [↑](#footnote-ref-24)
25. Insert name of School [↑](#footnote-ref-25)
26. Insert Job Description, as appropriate [↑](#footnote-ref-26)
27. Insert list of Collective Agreements, plus details of where they can be inspected [↑](#footnote-ref-27)