



VAF/6/00

Clerk to the Governing Body
full- or part-time
Voluntary Aided or Foundation School

Dated _____ of _____

CONTRACT OF EMPLOYMENT

between the GOVERNING BODY of

_____ School

and _____

This form is not appropriate for use where the Governing Body buys into a clerking service.

CONTENTS

	Page
Contract of Employment	2
First Schedule – Any Local Agreements	5
Second Schedule – Summary of grievance procedure	5
Third Schedule – Summary of disciplinary procedure	6
Fourth Schedule – Summary of competence procedure	6
Notes relating to the Contract	7
Guidance Notes	7

CONTRACT OF EMPLOYMENT

This Contract of Employment incorporates the written statement of particulars of employment which is required by the Employment Rights Act 1996.

1. Details of Parties EMPLOYER: The Governing Body of _____
 _____ School
 of _____
 _____ (“the Governing Body”)

EMPLOYEE: _____
 of _____
 _____ (“the Employee”)

2. Details of Appointment

Delete as appropriate.

See Note on p 7.

JOB TITLE: _____

Full-time/Part-time/Term-time only

Your job description is attached. It may be subject to annual review after consultation with you.

Your appointment is subject to an initial period of six months from the date in clause 3, during which time the notice period to be given by you or by the Governing Body as specified in clause 10 is amended to 1 week’s notice, to take effect:

- (i) during the initial period, or
- (ii) at the expiry of the initial period, or
- (iii) up to 1 week after the end of the initial period.

The Governing Body reserves the right to extend this initial period for a further six months on the same terms, at its absolute discretion.

On the completion of this initial period, or extended period, your contract will become permanent if notice has not been given in accordance with this clause.

3. Commencement of Employment

This will be the date from which the Employee first started paid employment at the school and may differ from the date on which the Contract is signed.

This appointment commences on the _____ day of _____

4. Continuous Service

See note on p 7 and delete as appropriate.

Any previous service with another maintained school within the same LEA or with the LEA itself will normally be deemed to be continuous service.

For purposes of establishing statutory employment rights, [your period of continuous service commenced on the _____ day of _____]

[you have no continuous service]

For the purposes of the Redundancy Payments (Local Government) (Modification) Regulations 1983 as amended, your period of continuous employment in respect of redundancy entitlement dates from _____ .

5. Place of work

Your place of work will be _____
 _____ School (“the School”)
 at _____

and any other location which forms part of the premises of the School or elsewhere as may be reasonably required by the Headteacher of the School. You will not normally be required to work outside the United Kingdom.

6. Hours of Work
 Include any other specific provisions for working, for example overtime or emergency cover.

Your normal working week is _____ hours, exclusive of meal times, on a five day basis. Your daily hours will be _____

7. Holidays
 This clause will need to be amended for term-time only employees (see Note on p 7).
 The date should be the start of the school year and may not be 1 September in some LEAs.

Your leave year commences on [1 September].
 Your leave entitlement will be _____ working days. Leave may only be taken during school holidays and closure periods and must be agreed in advance with the Chair of the Governing Body.

8. Salary

 Delete as appropriate

 The references to London Weighting should be deleted if not applicable.

8.1 Your salary will be in accordance with the decisions made by the National Joint Council for Local Government Service.
 8.2 You will be paid monthly in arrears by credit transfer into a bank or building society account (or weekly in arrears as arranged).
 8.3 Your salary at the commencement of your employment will be: £ _____
 [plus London Weighting of £ _____]
 You will be on grade _____ within a salary scale increasing from £ _____ by increments to £ _____ [(exclusive of London Weighting)].
 [Pro rata for _____ hours, this is £ _____ [plus London Weighting of £ _____]].
 Your next increment (subject to satisfactory service) will be payable from _____
 .
 8.4 Your entitlement to overtime payments is specified in the Agreements referred to above.

9. Terms and Conditions of Employment

9.1 Your employment with the Governing Body is subject to and in accordance with decisions made by the National Joint Council for Local Government Service so far as these are not varied by the terms of this Contract. In the event of any conflict the terms of this Contract shall prevail.
 9.2 Local Collective Agreements are not applicable unless specifically entered into by the Governing Body. Any such Agreements are listed in the First Schedule in this Contract.

10. Notice

 See note on p 7.

In order to terminate your employment, you must give _____ prior notice in writing to the Chair of the Governing Body. You are entitled initially to receive _____ notice, but this will increase with your length of continuous service. Continuous service is calculated from the date shown in clause 4.

11. Character of School

As an Employee in a Church of England/Church in Wales School you are required to have regard to the Christian character of the School and its foundation and to undertake not to do anything in any way contrary to the interests of the Foundation.

12. Sickness Absence

 See note on p 7.

Entitlement to sick leave and sick pay will be in accordance with decisions made by the National Joint Council for Local Government Service. On the first day of absence, you must inform the headteacher of your absence at the earliest opportunity and you must inform the Chair of the Governing Body as soon as practicable. If the absence lasts for more than one week, you must obtain a medical certificate to cover the continuing absence.

13. Pensions

You may be entitled to contribute to the Local Authority Pension Scheme administered by the Local Education Authority and deductions will be made from salary from the date of appointment in respect of Scheme membership. However, you may choose not to contribute to this Scheme and may make alternative pension arrangements. If you do this, you must notify the School.

A contracting-out certificate is in force in respect of the Local Authority Pension Scheme.

14. Grievance Procedure

See Note on p 7.

If you have a grievance relating to your employment, the grievance procedure attached to this Contract should be followed.

15. Disciplinary Procedure

See Note on p 7.

A summary of the disciplinary rules and procedures which are applicable to your employment is attached to this Contract.

16. Capability Procedure

See Note on p 7.

The staff capability procedure applicable to your employment is set out in the Capability Procedure adopted by the Governing Body of the School. A copy of this procedure may be obtained from the School Office and brief details are set out in the Fourth Schedule to this Contract.

17. Membership of Trade Unions

You have the right to be a member of a Trade Union of your choice.

18. Alterations to Contract

See Note on p 7.

The Governing Body reserves the right to make non-material alterations to the terms of this Contract after consulting with you. Any such alterations will be notified to you in writing within one month of the Governing Body's decision.

There will be two identical copies of the Contract, each signed by both parties.

SIGNED _____	_____ Chair/Clerk For and on behalf of the Governing Body of the School
SIGNED _____	Employee

The marginal notes and footnotes do not form part of this Contract.

FIRST SCHEDULE

The Governing Body should list the Local Agreements referred to in clause 9.2.

The full explanation of the following schedules can be found in “*Grievance and Discipline Procedures for employees in Voluntary Aided and Foundation Schools*” and “*Capability Procedures for employees in Voluntary Aided and Foundation Schools*” copies of which are available in the school office.

SECOND SCHEDULE

Summary of grievance procedure

A	B	C
Stage	Description of action	Time
1 informal	● informal meeting of grievant with Chair of GB after meeting requested by grievant;	5 sd *
2 formal	● chair of GB meets grievant after receipt of written grievance or complaint;	5 sd
3 formal	● if grievance is continued after the meeting with the Chair, grievant writes to vice-chair of the GB asking for a GB committee to hear the grievance;	10 sd
4 formal	● GB committee meets to hear the grievance after written request received by clerk; ● notice given to parties involved in GB committee hearing; ● copies of documents sent before the meeting to parties involved in hearing.	15 sd 10 sd 5 sd

* school days

If you are not satisfied with the decision of the committee you may appeal to the governing body within 10 days of notification of the decision.

THIRD SCHEDULE

Summary of stages in disciplinary procedure

Stage	Procedure	People involved
informal	<ul style="list-style-type: none"> informal oral warning; informal note on file for 6 months; 	<ul style="list-style-type: none"> Chair of GB and employee
1 formal	<ul style="list-style-type: none"> formal oral warning; notes of meeting placed on file; warning remains on file for 6 months; 	<ul style="list-style-type: none"> employee and friend Chair of GB and friend LEA and DB** provide advice
2 formal	<ul style="list-style-type: none"> 1st written warning; notes of meeting and signed copy of warning placed on file; warning remains on file for 12 months; 	<ul style="list-style-type: none"> committee of at least 3 governors employee and friend Chair of GB and friend LEA and DB provide advice
3 formal	<ul style="list-style-type: none"> final written warning; record of meeting and signed copy of warning placed on file; warning remains on file for 24 months*; 	<ul style="list-style-type: none"> committee of at least 3 governors employee and friend Chair of GB and friend LEA and DB provide advice
4 formal	<ul style="list-style-type: none"> governors' disciplinary/dismissal committee considers what action to take, including whether to dismiss. 	<ul style="list-style-type: none"> committee of at least 3 governors employee and friend Chair of GB and friend LEA and DB provide advice

* may remain permanently for some serious cases

** diocesan board

If you are not satisfied with the decision of the committee you may appeal to the governing body within 10 days of notification of the decision.

FOURTH SCHEDULE

Summary of capability procedure

Stage	Procedure	People involved
informal	<ul style="list-style-type: none"> informal oral warning; informal notes made of discussion which would include details of further support, targets proposed, monitoring and success criteria, timescale; 	<ul style="list-style-type: none"> Chair of GB and employee
1 formal	<ul style="list-style-type: none"> review of progress; oral warning and setting of targets agreed by all parties, which should be confirmed in writing; additional support agreed; inform chair of GB; 	<ul style="list-style-type: none"> Chair of GB and friend employee and friend LEA and DB* advice
2 formal	<ul style="list-style-type: none"> review of progress; 1st written warning; setting of targets agreed by all parties, which should be confirmed in writing; additional support agreed; 	<ul style="list-style-type: none"> Chair of GB employee and friend LEA and DB advice
3 formal	<ul style="list-style-type: none"> further review of progress; final written warning; setting of targets agreed by all parties, which should be confirmed in writing; additional support agreed; review of progress and decision whether to extend support, or refer to governors; 	<ul style="list-style-type: none"> Chair of GB and friend employee and friend governor/s LEA and DB advice
4 formal	<ul style="list-style-type: none"> consideration by governors whether to set further targets or to dismiss. 	<ul style="list-style-type: none"> committee of governors Chair of GB and friend employee and friend

* diocesan board

If you are not satisfied with the decision of the committee you may appeal to the governing body within 10 days of notification of the decision.

NOTES RELATING TO THE CONTRACT

“Diocesan Board”

References to the Diocesan Board are to the Diocesan Board of Education or the equivalent body in your diocese.

Clause 2

This part of the clause should only be retained if the appointment is subject to a probationary period.

Clause 4

In order to confirm the date on which continuous service commenced, it may be necessary to refer to the previous employer or Local Education Authority.

Clause 7

For employees who work on a term-time only basis, it will be important to include provision in the contract that reflects arrangements applicable to their particular post.

Clause 10

The minimum periods of notice to be given by an employer are governed by the Employment Rights Act 1996:

Continuous service	Period of notice
One month or more but less than two years	Not less than one week
Two years or more but less than twelve years	Not less than one week for each year of continuous service
Twelve years or more	Not less than twelve weeks

Clause 12

Governing bodies are strongly advised to formally adopt the procedures included in *Managing Staff Sickness Absence* available from The National Society.

Clauses 14, 15 and 16

A copy of the full grievance, disciplinary and capability procedures which form part of this contract must be available for inspection in the school office and be reasonably accessible to the employee. The schedules attached to the contract give an outline of the procedure but little detail. The National Society strongly recommends that the governing body adopts the forms of grievance, discipline and capability procedures which have been published by the Society in association with this contract.

Clause 18

Any material alteration to an employee’s contract which is made without his/her agreement will constitute a breach of contract and may result in the employee making a claim for damages to a county court and/or making a claim for unfair dismissal to an employment tribunal. However, non-material changes can be made under this provision. These will be non-contentious and probably minor in character. If in doubt legal advice should be sought. There is a body of case law that defines what is and what is not a material change.

GUIDANCE NOTES

1. Outside contract

These guidance notes are designed to help governors in issuing a contract and do not form part of the contract itself.

2. Read by employee

It is important that the employee reads carefully the details of this contract before signing.

3. Preparation

The form of contract has been prepared by The National Society with the assistance of the London Diocesan Board for Schools and the Southwark Diocesan Board of Education, together with their respective legal advisers, Lee Bolton & Lee and Winckworth Sherwood. It is recommended by them for use in Voluntary Aided and Foundation schools. Support Staff Unions have been fully consulted.

4. Other contracts

All people working at the school are employees of the governing body, except those who provide school meals or welfare services. The governing body should ensure that all their employees are given a contract of employment with the governing body and no other contract.

5. Amendments

The contract may be altered if the parties wish but legal advice on any material alterations should be sought. Any amendment or deletion to the contract should be typed in before it is signed. If amendments or deletions are made by hand, they should be initialled by both parties.

6. Date

It is important that both copies of the contract have the same date on the cover. This may, however, not be the same date as the commencement date in clause 3 of the contract. The date of the contract must be the date of the second signature (normally the employee’s) and may be before or after the commencement date. The commencement date is the date from which the employee was first paid. For example, if the contract is issued to existing staff, the commencement date may be some years previously.

7. Signing

For each employee, there should be two identical copies of the contract, each signed by both parties. It is recommended that both copies of the contract are signed on behalf of the school and sent to the employee, who will then sign and date them before returning one to the school and retaining the other.

8. Existing staff: new contracts

It is important to note that new contracts can only be issued to existing staff with their agreement. A contract cannot be imposed unilaterally. However, every effort should be made to persuade existing staff to transfer to new contracts so that all employees are on the same form of contract. Some existing employees may still be on the previous National Society or London and Southwark Boards’ contracts. This contract does not worsen their terms of employment in any way but provides additional detail.

9. Letter of Appointment

It is normal practice that new employees are sent a letter of appointment immediately after a successful interview. The contracts will then be prepared and signed on behalf of the governing body and sent to the employee later. A sample letter of appointment is available within The National Society publication *Selecting, Appointing and Developing Staff in Church Schools* or on the Church school management website: www.churchschools.co.uk. (*add link here*)

10. Time limit

So long as the contract is sent within 8 weeks of the commencement of employment, there is no need for a separate Written Statement of Particulars as required by the Employment Rights Act 1996. The contract includes all those details which are required to be given to an employee and therefore the need for a separate statement is avoided.

11. Job-share contract

If a governing body wishes to issue a job-share contract, it should consult with its Diocesan Board of Education.

12. Further copies

The National Society provides six versions of the contract:

Teacher (other than deputy or headteacher)	
full-time or part-time	VAF/1/00
Advanced Skills Teacher	VAF/2/00
Deputy Headteacher	VAF/3/00
Headteacher	VAF/4/00
Support Staff (full-time or part-time)	VAF/5/00
Clerk to the Governing Body	VAF/6/00

The other five versions are available from the distributors listed below.

13. Governors' copy

The Governors' signed copy of the contract should be kept in the employee's personal file in the school office.

CONTRACT The National Society Church House
 DRAWN UP BY: *Great Smith Street London SW1P 3NZ*
 with Southwark Diocesan Board of
 Education *48 Union Street*
London SE1 1TD
 & London Diocesan Board for
 Schools *36 Causton Street London*
SW1P 4AU

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