



VAF/6/05

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**

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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

JOB TITLE _____

Delete as appropriate.

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

See note on p 7.

3 COMMENCEMENT OF EMPLOYMENT

This appointment commences on the _____ day of _____

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.

4 CONTINUOUS SERVICE

For purposes of establishing statutory employment rights

See note on page 7 and delete as appropriate. Any previous service with another maintained school within the same LA or with the LA itself will normally be deemed to be continuous service.

For the purposes of The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 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 reasonably be required by the Governing Body. 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 page 7). The date should be the start of the school year and may not be 1 September in some LAs.

Your leave year commences on _____.

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 Headteacher.

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 of your choice (or weekly in arrears as arranged).

8.3 Your salary at the commencement of your employment will be _____.

You will be on grade _____ within a salary scale increasing from £ _____ by increments to £ _____.

Your next increment (subject to satisfactory service) will be payable from _____.

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 to this contract.

10 NOTICE

See note on page 7.

In order to terminate your employment, you must give _____ prior notice in writing to the Chair of the Governing Body. You are entitled 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 THE 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 page 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 your first day of absence, you must inform your supervisor or the Headteacher of your absence at the earliest opportunity. If the absence lasts for more than one week, you must obtain a medical certificate to cover the continuing absence.

13 PENSION

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 the Local Authority Pension Scheme.

14 GRIEVANCE PROCEDURE

See note on page 7.

A copy of the Grievance Procedure adopted by the Governing Body of the School and applicable to your employment may be obtained from the School Office and brief details are set out in the second schedule to this Contract. If you have a grievance relating to your employment at the School you should raise it as specified in the document.

15 DISCIPLINARY PROCEDURE

See note on page 7.

The disciplinary rules and procedures applicable to your employment are set out in the Disciplinary 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 Third Schedule to this Contract.

16 CAPABILITY PROCEDURE

See note on page 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 UNION

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

18 ALTERATIONS TO CONTRACT

See note on page 7.

The Governing Body reserves the right to make non-material alterations to the terms of your 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 _____	For and on behalf of the Governing Body of the School	Chair/Clerk
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 notice of grievance or complaint	5 sd
3 Formal	● If grievance is continued after meeting with Chair of GB, grievant writes to vice-chair of the GB asking for a GB committee to hear the grievance	10 sd
4 Formal	<ul style="list-style-type: none"> ● GB Committee meets to hear 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 the hearing 	15 sd 10 sd 5 sd

* school days

Appeal

If you are not satisfied with the decision of the committee you may appeal to the governing body within 10 school 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 discussion(s) ● Informal note kept on file for 6 months 	<ul style="list-style-type: none"> ● Chair of GB and employee
1 Formal	<ul style="list-style-type: none"> ● First 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"> ● Employee and companion ● Chair of GB and companion ● LA and DB* provide advice
2 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"> ● Chair of GB and companion ● Employee and companion ● LA and DB provide advice
3 Formal	<ul style="list-style-type: none"> ● Governors' disciplinary committee considers what action to take, including whether to dismiss 	<ul style="list-style-type: none"> ● Clerk to the meeting ● Committee of governors ● Employee and companion ● Chair of GB and companion ● LA and DB provide advice
	<p>Or</p> <ul style="list-style-type: none"> ● Headteacher considers what action to take including whether to dismiss 	<ul style="list-style-type: none"> ● Employee and companion ● HT and companion ● Clerk to the meeting ● LA and DB provide advice

** may remain permanently for some serious cases

* Diocesan Board

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

FOURTH SCHEDULE

Summary of capability procedure

Stage	Procedure	People involved
Preliminary stage	<ul style="list-style-type: none"> ● Informal action ● Informal notes made of discussion to include details of further support, monitoring, success criteria and time scale 	<ul style="list-style-type: none"> ● Chair of GB and employee
1 Formal	<ul style="list-style-type: none"> ● Review of progress ● 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 and companion ● Employee and companion ● LA and DB advice
2 Formal (A)	<ul style="list-style-type: none"> ● Further review of progress ● Final written warning ● Setting of targets agreed by all, which should be confirmed in writing ● Additional support agreed 	<ul style="list-style-type: none"> ● Chair of GB and companion ● Employee and companion ● LA and DB advice
(B)	<ul style="list-style-type: none"> ● Final review of progress, decision whether to extend support or refer to governors 	<ul style="list-style-type: none"> ● As above
3 Formal	<ul style="list-style-type: none"> ● Consideration by governors whether to set further targets or to dismiss 	<ul style="list-style-type: none"> ● Clerk to the meeting ● Committee of governors ● Chair of GB and companion ● Employee and companion

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 of Education”

References to the Diocesan Board of Education are to the Board constituted in your diocese under the Diocesan Boards of Education Measure 1991.

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 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 their Diocesan Board of Education or from the National Society web site <http://natsoc.org.uk/downloads/publications>

Clauses 14, 15 and 16

A copy of the full grievance, disciplinary and capability procedures which form part of the Contract must be available for inspection in the school office and be reasonably accessible to the employee. The schedules 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 on its website (as above) 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 the 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 welfare services, or in some cases, those who provide school meals. 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.

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

Copies of this contract and the grievance and discipline procedures are available to download on the National Society web site – www.natsoc.org.uk. The procedures are also available from the Diocesan Board of Education. There are six versions of the contract:

Teacher including Excellent Teacher (other than deputy, assistant or headteacher) full-time or part-time	VAF/1/05
Advanced Skills Teacher	VAF/2/05
Deputy or Assistant Headteacher	VAF/3/05
Headteacher	VAF/4/05
Support Staff (full-time or part-time)	VAF/5/05
Clerk to the Governing Body	VAF/6/05

13 Governors' copy

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

CONTRACT DRAWN UP BY:

The National Society Church House 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

Available from the National Society Web site:
www.natsoc.org.uk