



VAF/4/05

## Headteacher

Voluntary Aided or Foundation school

Dated \_\_\_\_\_ of \_\_\_\_\_

# CONTRACT OF EMPLOYMENT

between the GOVERNING BODY of

\_\_\_\_\_ School

and \_\_\_\_\_

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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 Headteacher )

## 2 DETAILS OF APPOINTMENT

JOB TITLE: Headteacher

See Note on p 7.

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

## 3 COMMENCEMENT OF EMPLOYMENT

This appointment commences on the \_\_\_\_\_ day of \_\_\_\_\_

This will be the date from which the Headteacher 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.

## 6 HOURS OF WORK

You are required to be available for work at all times when the School is open and at other such times as the Governing Body may reasonably direct.

## 7 HOLIDAYS

Your leave year commences on \_\_\_\_\_. Subject to clause 6 above, your entitlement to leave coincides with periods of School closure and public holidays, details of which will be notified to you by the School from time to time. You will be paid full salary during these closure periods, unless you are receiving less than full salary arising from the application of the sick pay scheme, maternity scheme or for some other reason specified in writing to you.

This date should be the start of the school year and may not be 1 September in some LEAs.

**8 SALARY**

- 8.1 Your salary will be in accordance with the provisions set out in the School Teachers Pay and Conditions Document published from time to time by the Department for Education and Skills. In so far as the Governing Body is able to award spinal salary points, your salary will be reviewed annually and you will be advised of the outcome of each such review. Any other variations in salary will be notified to you.
- 8.2 You will be paid monthly in arrears by credit transfer into a bank or building society account of your choice.
- 8.3 Your salary at the commencement of your employment will be:
 

Point _____ on the pay spine for the Leadership Group	£	
Allowances:	£	
Total pay:	£	

**9 TERMS AND CONDITIONS OF EMPLOYMENT**

The document mentioned in clauses 9 and 10 may be inspected at one or other of the offices of the LA, Diocesan Board of Education or the School.

- Your employment with the Governing Body is subject to and in accordance with:
- a) the Education Acts and any Regulations and Orders made thereunder including the current edition of the School Teachers Pay and Conditions document;
  - b) policies or procedures relating to employment which the Governing Body of the School may have adopted;
  - c) such portions of the Manual of Conditions of Service for Schoolteachers in England and Wales (known as the *Burgundy Book*) which are not inconsistent with the terms of this Contract. In the event of any conflict, the terms of this Contract shall prevail.

**10 LOCAL AGREEMENTS**

See note on page 7.

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.

**11 NOTICE**

The dates in subclauses i) and ii) should be the last days of the autumn, spring and summer terms respectively.

- This appointment may be terminated by the following notice period, given in writing either by you or by the Governing Body:
- i) Three months notice expiring on \_\_\_\_\_ or \_\_\_\_\_
  - or
  - ii) Four months notice expiring on \_\_\_\_\_

In the event of your contract being terminated on giving the required notice, the Governing Body reserves the right to pay you in lieu of notice and require you not to attend at the School during the notice period.

The Governing Body reserves the right to dismiss you without notice in the event of gross misconduct.

**12 CHARACTER OF THE SCHOOL**

See note on page 7. The second sentence can be deleted if the Headteacher is not required to give religious education. The second and third sentence should be deleted for a Headteacher in a Foundation school.

As the Headteacher of 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.

**13 SICKNESS ABSENCE**

See note on page 7.

Entitlement to sick pay as set out in the *Burgundy Book* is based on aggregate teaching service (excluding breaks in service). Where such absence occurs you should ensure that the Chair of Governors is notified at the earliest opportunity of the absence and when your illness commenced. For absences of four and five working days you are required to complete a self-certified form. For absence beyond five working days you are required to obtain a medical statement signed by a doctor.

**14 PENSION**

You are entitled to contribute to the Teachers Superannuation Scheme and deductions will be made from your salary from the date of appointment in respect of Scheme membership. However, you may choose not to contribute to the Teachers Superannuation 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 Teachers Superannuation Scheme.

**15 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.

**16 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.

**17 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.

**18 MEMBERSHIP OF TRADE UNION**

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

**19 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 _____		Chair/Clerk
	For and on behalf of the Governing Body of the School	
SIGNED _____		Headteacher

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 10.

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 HT and Chair of Governors (or *DB) after meeting requested by grievant	5 sd **
2 Formal	● Chair/DB meets HT after receipt of notice of grievance or complaint	5 sd
3 Formal	● If grievance is continued after meeting with Chair or DB, HT writes to clerk of the GB asking for a GB committee to hear the grievance	10 sd
4 Formal	<ul style="list-style-type: none"> <li>● GB Committee meets to hear grievance after written request received by clerk</li> <li>● Notice given to parties involved in GB Committee hearing</li> <li>● Copies of documents sent before the meeting to parties involved in the hearing</li> </ul>	15 sd 10 sd 5 sd

\* Diocesan Board

\*\*School days

### Appeal

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"> <li>● Informal discussion(s)</li> <li>● Informal note kept on file for 6 months</li> </ul>	<ul style="list-style-type: none"> <li>● Chair of Governors<sup>1</sup> and HT</li> </ul>
1 Formal	<ul style="list-style-type: none"> <li>● First written warning</li> <li>● Notes of meeting and signed copy of warning placed on file</li> <li>● Warning remains on file for 12 months</li> </ul>	<ul style="list-style-type: none"> <li>● Clerk to the meeting</li> <li>● Chair and companion</li> <li>● HT and companion</li> <li>● LA and DB provide advice</li> </ul>
2 Formal	<ul style="list-style-type: none"> <li>● Final written warning</li> <li>● Record of meeting and signed copy of warning placed on file</li> <li>● Warning remains on file for 24 months***</li> </ul>	<ul style="list-style-type: none"> <li>● Clerk to the meeting</li> <li>● Chair and companion</li> <li>● HT and companion</li> <li>● LA and DB provide advice</li> </ul>
3 Formal	<ul style="list-style-type: none"> <li>● Governors' disciplinary committee considers what action to take, including whether to dismiss</li> </ul>	<ul style="list-style-type: none"> <li>● Clerk to the GB</li> <li>● Committee of governors</li> <li>● HT and companion</li> <li>● Chair and companion</li> <li>● LA and DB provide advice</li> </ul>
	<p><b>Or</b></p> <ul style="list-style-type: none"> <li>● Chair of Governors considers what action to take including whether to dismiss</li> </ul>	<ul style="list-style-type: none"> <li>● Chair and companion</li> <li>● HT and companion</li> <li>● Clerk to the meeting</li> <li>● LA and DB provide advice</li> </ul>

\*\*\* may remain permanently for some serious cases

<sup>1</sup> Or a designated member of the governing body

If you are not satisfied with the decision of the committee or the Chair of Governors 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"> <li>● Informal action</li> <li>● Informal notes made of discussion to include details of further support, monitoring, success criteria and time scale</li> </ul>	<ul style="list-style-type: none"> <li>● Chair of Governors &amp; HT</li> </ul>
1 Formal	<ul style="list-style-type: none"> <li>● Review of progress</li> <li>● Setting of targets agreed by all parties, which should be confirmed in writing</li> <li>● Additional support agreed</li> </ul>	<ul style="list-style-type: none"> <li>● Chair and companion</li> <li>● HT and companion</li> <li>● LA and DB advice</li> </ul>
2 Formal (A)	<ul style="list-style-type: none"> <li>● Further review of progress</li> <li>● Final written warning</li> <li>● Setting of targets agreed by all, which should be confirmed in writing</li> <li>● Additional support agreed</li> </ul>	<ul style="list-style-type: none"> <li>● Chair and companion</li> <li>● HT and companion</li> <li>● LA and DB advice</li> </ul>
(B)	<ul style="list-style-type: none"> <li>● Final review of progress, decision whether to extend support or refer to governors</li> </ul>	<ul style="list-style-type: none"> <li>● As above</li> </ul>
3 Formal	<ul style="list-style-type: none"> <li>● Consideration by governors whether to set further targets or to dismiss</li> </ul>	<ul style="list-style-type: none"> <li>● Clerk to GB</li> <li>● Committee of governors</li> <li>● Chair and companion</li> <li>● Employee and companion</li> </ul>

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

It is now a legal requirement that governing bodies provide every teacher with an assessment of their pay for September each year in accordance with the terms of the School Teachers’ Pay and Conditions Document and the school salary policy. It is recommended that the job description attached to this Contract be reviewed at the same time as the annual pay assessment.

### 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. It is customary, but not mandatory, to recognise unbroken periods of service with other LAs and schools maintained by them.

For the purposes of calculating any redundancy payment under the 1999 Order, service without a break (except for school holidays) between maintained schools (and other bodies) counts as continuous service. For example a teacher who has been employed by a community school, then a foundation school and is currently employed in a voluntary aided school, would calculate any redundancy payment from the date of employment by the county (or community) school.

### Clause 9(d)

The terms of this Contract are at present consistent with the National Agreements contained in the *Burgundy Book*. However, should future amendments to these Agreements result in a conflict with the terms of this Contract, then the terms of the Contract will prevail unless or until they are amended.

### Clause 10

Voluntary Aided schools are only bound by Local Collective Agreements if the governing body of the school had authorised the Local Authority to enter into

such Agreements on its behalf, or has specifically entered into them itself. If the governing body has entered into any Local Agreements, these must be listed in the First Schedule to the Contract and copies made available for employees to inspect in the school office. Examples of Local Agreements are Joint Consultative Committees, Collective Dispute Agreements and agreements on additional leave of absence.

### Clause 12

The first paragraph will normally be applicable to all employees in a Voluntary Aided or Foundation school.

In Foundation schools the second and third sentences should be deleted.

### Clause 13

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 15, 16 and 17

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 19

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. Teachers' 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](http://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](http://www.natsoc.org.uk)