

Model contract of employment for full-time teachers in the independent sector

ATL's model contract for teachers is intended to be a contract which is fair to both employee and employer. It is not 'gold plated' (ie it is not excessively generous); many members will enjoy more generous contracts of employment. We believe that it is a practical model that a reasonable employer will feel comfortable with.

1 Employer

[The name of the employer]

2 Employee

[Your name]

3 Place of work

[The school's name and address]

4 Job title

[Your job title]

5 Duties

Your job description and details of any other responsibilities are attached to this contract as Annex A.

6 Date employment commences

[The date on which this contract comes into effect]

7 Date of continuous service

[The date in 6 or the date on which your previous service with the employer began if this is earlier]

Your job description and details of any other responsibilities are attached to this contract as Annex A.

8 Salary

(i) Your starting salary is point *[x]* of the employer's salary scale for teachers (currently £ *[y]* pa). The employer's pay scale is attached to this contract as Annex B.

(ii) Your salary will be increased each year to meet inflation at a rate which matches, or exceeds, that agreed by the Secretary of State for teachers in the maintained sector. Such increases are payable annually from 1 September.

(iii) In addition, your salary will be reviewed annually. Progression up to point *[z]* on the employer's pay scale is subject to satisfactory service and such increases are payable from 1 September. Satisfactory service will be measured according to the criteria set out in the school's pay policy which is attached as in Annex C to this contract.

(iv) Progression beyond point *[insert relevant point]* on the employer's pay scale will be payable in accordance with performance criteria which is set out in Annex C to this contract.

(v) The pay scale contained in Annex B and the policy contained in Annex C may be reviewed from time to time by the employer in consultation with the staff *[You may wish to make a detailed reference to, for example, staff trade union reps under a collective agreement, joint consultative committee, staff working party, etc]*. Any proposed amendments will be agreed between the employer and employee. *[Or between management and staff reps if the contract is subject to a collective agreement under a trade union recognition agreement]*

(vi) Your salary will be paid on the *[insert day, eg 15th]* day of each month. Your salary is paid in 12 monthly payments, regardless of whether it is term-time or school holiday.

9 Other allowances

[delete as required]

(i) In accordance with Annexes B and C, a management allowance of £ [s] pa is payable in recognition of additional responsibilities as [insert job/role title].

(ii) Management allowances will be increased each year to meet inflation at a rate which matches or exceeds that agreed by the Secretary of State for teachers in the maintained sector. Such increases are payable annually from 1 September.

10 Working hours

(i) A full-time teacher is required to attend for work during the hours of the normal school day, from [t]am to [u]pm.

(ii) The teacher shall be entitled to receive a break of at least 40 minutes between 12 noon and 2pm on each school day.

(iii) On occasions, the full-time teacher may be required to work such reasonable additional hours as may be needed to enable him/her to discharge effectively his/her professional duties. An example is parents' evenings.

(iv) A full-time teacher must be available for work on all the days of the normal academic year, a total of [w] days.

(v) A full-time teacher is required to work additional days in order to be able to fulfil his/her duties. This will be no more than [three] days in an academic year, such days to be taken immediately before the start of, or after the end of term. Reasonable notice of the requirement to work additional days will be given.

(vi) The teacher is entitled to reasonable periods of non-directed time to allow for PPA. Such non-directed time will be not less than [insert percentage] per cent of timetabled teaching time. (ATL recommends that PPA time should be not less than 20 per cent of the teacher's timetabled teaching time in a senior school or 10 per cent in a junior school).

In Scotland, there is statutory provision for one third of a state maintained teachers' timetable to be set aside for 'preparation and correction'.

(vii) If the teacher is required to undertake work to cover for an absent colleague, this cover will not normally extend beyond a commitment of one hour per week on average over the whole academic year. The employer will plan outside cover for absence known in advance or long-term absence, in accordance with the workload agreement contained in the *Employee handbook*.

11 Staff development and review

You will have an annual appraisal with your line manager. The appraisal system seeks to support and develop the employee. It is an opportunity to raise issues and look at ways of enhancing performance. Full details of the appraisal system are contained in the *Employee handbook*. You are expected to participate in any in-service training which may be organised for the staff as a whole or for you individually.

12 Holidays

You are not required to attend work during the usual school holidays, other than as specified in clause 10, (v) above, nor on bank or public holidays, and full salary will be paid during these periods.

13 Ill health

The current requirements for notification of absence and the provisions relating to sick pay are set out in Annex D to this contract.

14 Pensions

[delete as necessary]

Either:

You will automatically become a member of the Teachers' Pension Scheme, administered by Teachers' Pensions, details of which are available from the school office and in the *Employee*

handbook, unless you exercise your right to opt out of the scheme. For the purposes of the State Second Pension Scheme, a contracting-out certificate is in force.

Or:

You will automatically become a member of the employer's pension scheme. Full details of the scheme are available in the *Employee handbook*.

15 Notice period

(i) During your first 12 months' service, your employment may be terminated, either by you or the employer, giving at least two calendar months' notice in writing. After completion of 12 months' service, your employment may be terminated by either you or the employer by giving at least one term's notice in writing, to expire only on 31 December, 30 April or 31 August and to be given on or before the first day of term on which you are required to attend for work.

(ii) The employer will give you any longer period of notice required under the Employment Rights Act 1996 or any amending legislation.

16 Retirement

If you remain in the employer's employment as a teacher until you attain the retirement age of 65 years, your intended date of retirement will be the 31 August following your 65th birthday. You have the right to request to stay on after this date, which the employer must consider seriously, although there is no guarantee that such a request will be granted. Further information on the retirement procedure can be found in the *Employee handbook*.

[At the time of writing, the government is planning to abandon the default retirement age in the UK from October 2011. Under the proposal, employers would not be allowed to dismiss staff

because they had reached the age of 65. Please refer to ATL's website for the current position]

17 Disciplinary procedure

The employer's current disciplinary procedure is set out in Annex E to this contract. The person authorised to take action in your case is *[insert job title of relevant line manager]*.

18 Capability procedure

The employer's current capability procedure is set out in Annex F to this contract. The person authorised to take action in your case is *[insert job title of relevant line manager]*.

19 Grievance procedure

The employer's grievance procedure is set out in Annex G to this contract. For the purposes of the grievance procedure your head of department is the person with whom you should raise your grievance, unless the grievance involves that person, in which case the grievance should be made to *[insert job title of relevant line manager]*.

20 Maternity/paternity/adoption leave and pay

Either:

The employer provides maternity/paternity/adoption leave and pay at an enhanced rate above the statutory minimums. Full details are contained in Annex G to this contract.

Or:

The employer provides maternity/paternity/adoption leave and pay in accordance with the statutory minimums. Full details are contained in Annex G to this contract.

21 Other employment

(i) You may be required to abstain from any other work or occupation, paid or unpaid, which in the reasonable opinion of the headteacher interferes with the proper performance of your duties.

(ii) You may not, without the written approval of the headteacher, receive any additional remuneration for work with any pupil of the school during either school term or holidays.

22 Right to belong to a trade union

You have the right to be a member of a trade union or not to be a member of a trade union, as you choose. If you are a member of a trade union recognised by the employer you are entitled to reasonable paid time off during working hours to take part in any trade union activity. If you are an official of a trade union recognised by the employer you are entitled to reasonable paid time off during working hours to carry out certain union duties. You may take part in its activities or undertake trade union duties at such times within working hours as may be agreed in writing by the headteacher.

23 Collective agreement

Either:

There is no collective agreement in force in respect of this employment.

Or:

This contract is subject to a collective agreement between the employer and ATL [or other trade union/s]. Agreements

made at the joint consultative committee between employer and staff reps will be incorporated into this contract.

24 Changes to the contract

Any change to this contract of employment must be notified in writing to the employee within one month of the change, and the employee's written agreement to the change will be sought by the employer.

25 Definitions

The expression 'school term' used in this document means that part of the periods below during which the pupils are in attendance in the school:

Spring term

1 January to 30 April

Summer term

1 May to 31 August

Autumn term

1 September to 31 December

Date:

Signed:

(Headteacher)

(Teacher)