

TEACHER CONTRACT OF EMPLOYMENT

between the

Greig City Academy

and

.....

Dated of*

(day) (month) (year)

*** The date on the front of the contract should be the same on both copies of the contract.**

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 Greig City Academy acting by its Governing Body of High St Hornsey, Hornsey, London N8 7NU ("the Governing Body")

EMPLOYEE:

Of ("the teacher")
(address)

2. Details of Appointment

JOB TITLE :

Full-time/Part-time

Your job description is attached. It will be subject to annual review.

3. Commencement of Employment

This appointment commences on the day of
(month) (year)

[3A Induction Arrangements for Newly Qualified Teachers Only

You are required in this employment satisfactorily to complete an induction period, including any extension thereof, as defined in the Education (induction Arrangements for Teachers) (England) Regulations 1999 and any statutory modification thereof. In the event that the Appropriate Body as defined in the regulations decides that you have failed satisfactorily to complete the induction period your employment will automatically terminate on the tenth working day (as defined in Regulations) after the date on which that decision was made.

4. Continuous Service

For purposes of establishing statutory employment rights other than for the purposes of entitlement to redundancy payment, your period of continuous employment commenced on

theday of
(month) (year)

For the purposes of the Redundancy Payments (Continuity of Employment in Local Government etc) Order 1999, your period of continuous employment in respect of redundancy entitlement dates from

5. Place of work

Your place of work will be the premises of the Greig City Academy ("the City Academy") or elsewhere as may be reasonably required by the Principal of the City Academy.

6. Hours of Work

Any current allocation of directed time made by the Principal is available at the City Academy Office. This allocation may be reviewed by the Principal annually. *(Insert one of the following paragraphs as appropriate)*

[A: *As a full-time teacher other than a teacher designated for the purposes of salary calculation as a Principal, a Vice Principal, an assistant Vice Principal (the 'Leadership Group'), an advanced skills teacher or a fast track teacher, your working hours and days shall be as described in the provisions relating to "Working Time" contained in the School Teachers' Pay and Conditions Document for the time being in force under the provisions of the Education Act 2003 or any successor legislation.*

[B: *As a part-time teacher other than a teacher designated for the purpose of salary calculation as a Principal, a Vice Principal, an assistant Vice Principal (the 'Leadership Group'), an advanced skills teacher or a fast track teacher you are required to be available for up to hours of directed time over days per year. On X days you may be required to teach pupils in addition to carrying out other duties. The term "directed time" means that time during which you are required to be available for the performance of your duties at such times and such places as may reasonably be specified by the Principal]*

[C: *As a full-time teacher designated for the purposes of salary calculation as an assistant Vice Principal, an advanced skills teacher or a fast track teacher, you are required to be available for work at all reasonable times during the City Academy term time of 190 days per year, at reasonable times on 10 further days outside term time and at other such times as the Principal or the Governing Body may reasonably direct. If you are employed to work as a member of the Leadership Group the reference to "10 further days" shall be read as "15 further days"*

[D: *As a part-time teacher designated for the purposes of salary calculation as an assistant Vice Principal,, an advanced skills teacher or a fast track teacher, your working hours and days shall be pro rata to those of a full time teacher similarly designated that is to say a pro rata requirement to be available for work at all reasonable times during the City Academy term time of 190 days per year, at reasonable times on 10 further days outside term time. and at other such times as the Principal or the Governing Body may reasonably direct. If you are employed to work as a member of the Leadership Group the reference to "10 further days" shall be read as "15 further days"]*

7. Holidays

Your leave year commences on 1 September. Your entitlement to leave coincides with periods outside of the City Academy term time and other days on which you may be required to work pursuant to clause 6, details of which will be notified to you by the City Academy from time to time. You will be paid a full salary during your holidays, unless you are receiving less than full salary arising from the application of the sick pay scheme, maternity scheme or for some other reasons specified in writing to you.

8. Salary

Your salary will be in accordance with the provisions of the School Teachers' Pay and Conditions Document published from time to time by the Department for Education and Skills. Your salary will be reviewed annually and you will be advised of the outcome of each such review. Any other variations in salary will also be notified to you.

You will be paid monthly in arrears by credit transfer into a bank or building society account of your choice.

Your salary at the commencement of your employment will be £....., a detailed analysis of which is in your letter of appointment.

9. Terms and Conditions of Employment

Your employment with the Governing Body is subject to and in accordance with:

- (a) the Education Acts and any Regulations made thereunder insofar as they are applicable to a City Academy;
- (b) sections 119 to 129 of the Education Act 2002 (Teachers' Pay and Conditions) and any Order made thereunder, or any enactment which may replace it, to the extent that matters covered by such legislation are not otherwise dealt with by this contract.
- (c) policies or procedures relating to employment which the Governing Body of the City Academy may have adopted, a list of which is attached as a schedule to this Contract;
- (d) such provisions of the Manual of Conditions of Service for School Teachers in England and Wales (known as the "Burgundy Book") as are not inconsistent with the express terms of this Contract. In the event of any conflict, the terms of this Contract shall prevail.

10. Exclusivity of Service

You are appointed to a full time post with the City Academy and you are required to devote your working time exclusively to the services of the City Academy.

Paid external work, whether salaried, waged or fee earning, may be undertaken only with the express permission of the Principal, since such work may be considered to be detrimental to the effective discharge of your duties in this post or compete or conflict with the best interests of the City Academy save that the requirement to seek the Principal's express permission for external activity will not normally apply in the following circumstances: external examining and acting as an assessor or moderator.

11. Copyright

Except as specifically provide by this clause, the copyright in all course materials produced by you in the course of your employment for the purposes of the curriculum of a course run by the Governing Body and produced, used or disseminated by the Governing Body shall belong to the Governing Body, as well as the outcomes from research or professional development specifically funded and supported by the Governing Body.

This clause shall not apply where agreement is reached with the City Academy and yourself as formally recorded by both parties. In such a case the ownership of copyright shall be as that agreement provides.

In the event of any dispute as to whether materials have been produced in the course of employment the view of the Governors' Finance & General Purposes committee shall, if lawful, be decisive, notably in such cases where joint copyright ownership may be at issue.

12. Local Agreements

Local (Haringey) 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 which may be amended from time to time by the publication of a notice to staff members or otherwise as may be required by law.

13. Notice

The employment may be terminated by notice, given in writing either by you or by the Governing Body as follows:

- two months' notice (or three months in the case of the Principal) expiring on 31st December or 30th April, (or, in the case of notice given by the Governing Body and if you have 9 years' of continuous service, statutory notice of one week for each completed year of service up to a maximum of 12, expiring on either of these dates)

and

- three months' notice (or four months in the case of the Principal) expiring on 31st August.

Without prejudice to your entitlement to salary, the Governing Body reserves the right to require you not to attend at the City Academy during the period of any notice given by it.

The Governing Body reserves the right to dismiss you without notice in the event of conduct on your part amounting to a fundamental breach of any terms, whether express or implied, of this contract. For these purposes, gross misconduct in your employment shall be considered to amount to such fundamental breach.

14. Character of the City Academy

As a Teacher in a Church of England City Academy you are required to have regard to the Christian character of the foundation of the City Academy and to undertake not to do anything in any way contrary to the interests of the foundation.

As a teacher you may be required to lead acts of corporate worship in accordance with the collective worship policy of the City Academy.

You are also required, if called upon to do so by the Principal, to give religious education in accordance with the doctrines of the Church of England and the Trust Deed of the City Academy.*

**To be deleted in the case of a teacher other than one employed for the purpose of giving religious instruction*

15. Sickness Absence

The relevant provisions of the Burgundy Book apply. The important features of these provisions are summarised as follows. Entitlement to sick leave is based on aggregated teaching service (excluding breaks in service). Where such absence occurs you should

ensure that your line manager is notified at the earliest opportunity of the absence and when your illness commenced. For absences between four and seven days you are required to complete a self-certified form. For absence beyond seven days you are required to obtain a medical statement signed by a doctor. Saturdays and Sundays are deemed to be working days for this purpose.

16. Professional Development

You are entitled to participate in the Greig City Academy Learning Award Scheme for professional and personal development. A copy of the document setting out working arrangements for this scheme may be obtained from the City Academy office.

16. Pensions

You are entitled to continue in or join the Teachers' Superannuation Scheme and deductions will be made from salary from the date of appointment in respect of Scheme membership. However, you may choose not to continue in or join the Teachers' Superannuation Scheme and may make alternative pension arrangements. If you do this, you must notify the City Academy.

A contracting-out certificate is in force in respect of the Teachers' Superannuation Scheme.

17. Grievance Procedures

A copy of the Grievance Procedure adopted by the Governing Body of the City Academy and applicable to your employment may be obtained from the City Academy 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 City Academy, you should raise it as specified in the document.

18. Disciplinary Procedures

The disciplinary rules and procedures applicable to your employment are set out in the Disciplinary Procedure adopted by the Governing Body of the City Academy. A copy of this procedure may be obtained from the City Academy Office and brief details are set out in the Third Schedule to this Contract.

19 Capability Procedures

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

20. Membership of Teachers' Associations

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

21. Alterations to Contract

The Governing Body reserves the right to make non-material alterations (eg. Changes in nomenclature) 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.

SIGNED

.....
Chair/ Principal
For and on behalf of the Governing Body of the City Academy

SIGNED

.....
Teacher

SCHEDULES

Full copies of the schedules listed below are available from the City Academy Office.

FIRST SCHEDULE

There are no Local Collective Agreements specifically entered into by the Governing Body.

SECOND SCHEDULE

Summary of a grievance procedures

A	B	C
Stage	Description of action	Time
1 Informal	♦ Informal meeting of senior member of staff or Principal with grievant after meeting requested by grievant;	5 sd *
2 Formal	♦ Principal meets grievant after receipt of written grievance or complaint;	5 CA days
3 Formal	♦ If grievance is continued after the meeting with the Principal, grievant writes to clerk to GB asking for GB committee to hear grievance;	10 sd
4 Formal	♦ GB committee meets to hear grievance after written request received by clerk; ♦ notice to parties involved in GB committee hearing; ♦ copies of documents sent before meeting to all parties involved in hearing.	15 sd 10 sd 5 sd

* City Academy 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 a disciplinary procedures

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"> Principal 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 Principal and friend 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"> clerk to the governing body committee of at least 3 governors employee and friend Principal and friend 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"> clerk to the governing body committee of at least 3 governors employee and friend Principal and friend 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"> clerk to the governing body committee of at least 3 governors employee and friend Principal and friend 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 procedures

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"> Principal 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"> ♦ Principal and senior colleague and friend ♦ Employee and friend ♦ DB* provide 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"> ♦ Principal and senior colleague and friend ♦ Employee and friend ♦ DB provide 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"> ♦ Principal and senior colleague and friend ♦ Employee and friend ♦ Governor/s ♦ DB provide 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"> ♦ Clerk to the governing body ♦ Committee of governors ♦ Principal 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.

FIFTH SCHEDULE

A LIST OF THE POLICIES OR PROCEDURES RELATING TO EMPLOYMENT WHICH THE GOVERNING BODY HAS ADOPTED

1. Redundancy Procedures
2. Grievance and Discipline Procedures
3. Managing Staff Sickness Absence
4. Capability Procedures
5. Greig City Academy Learning Award Scheme(Professional Development)
6. City Academy day, terms and year
7. Staff code of conduct
8. Reporting malpractice
9. Health and safety
10. Pay Policy
11. Equal Opportunities
12. Harassment Procedures