Statement of Main Terms and Conditions of Employment
Academy Teaching Staff

Employer: Academy Transformation Trust incorporated and registered in England and Wales with company number 07846852, incorporated November 2011, whose registered office is at Room 713, 1 Victoria Square, Birmingham, B1 1BD.

Employee: [NAME & ADDRESS]

1. Date employment began: [DATE]

Your employment with other organisations covered by the Redundancy Payments (Modification) Order 1999 and subsequent amendments is recognised and your continuous start date for these purposes only is [DATE].

INSERT A THIRD DATE HERE IF THE INDIVIDUAL HAS CONTINUOUS SERVICE WITH ATT -

Date employment began with Academy Transformation Trust: [DATE]]

If you have received a redundancy payment in respect of previous service, the receipt of the redundancy payment breaks continuity for redundancy qualification and payment purposes.

[IF THE ROLE IS FIXED TERM, INPUT THE DETAILS HERE]

2. Job title: [TEACHING STAFF]

3. Duties: Your duties shall be as indicated by your job title, job description and the relevant national standards. In addition:

3.1 You may be required to carry out any other duties within your capacity which the Employer may reasonably require.

3.2 You shall comply with all reasonable rules and instructions given to you by the Employer.

3.3 You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the business and throughout the period of your employment shall take all reasonable steps to preserve and protect the property, goodwill and reputation of the Employer and shall do nothing to damage the Employer.

3.4 During the period of your employment, you shall not, except with prior written consent of a director of the Employer, work for, be employed by or have any interest in any other organisation.

4. Location:

Your employment will be based at [Academy] but you may be required to work at any other premises occupied by the Employer which is within a reasonable commutable distance from your current workplace for temporary periods as directed by the Employer. You will be provided reasonable notice of the change depending on the circumstances.

5. Confidentiality:

5.1 Both during the period of your employment and thereafter, you shall not disclose to any person or make use of for your own benefit or for the benefit of any other person, any trade secret or confidential information of the Employer unless you have obtained the written consent of the Employer or such use or disclosure is required for the proper performance of your duties.

6. Hours of work

6.1 Your hours of work shall be in accordance with the School Teachers' Terms and Conditions Document (STPCD) as amended from time to time. Full time teachers are required to be available for work for up to 1265 hours of directed time over 195 days. In addition you shall work such reasonable additional hours as are necessary to effectively fulfil your professional duties.

6.2 In addition, the number of hours a part time teacher must be available for work will be the proportion of 1265 hours which corresponds to the proportion of the remuneration they are entitled to.

7. Remuneration:

7.1 Your salary will be determined in accordance with the provisions of STPCD. You will be paid £[ ] per year which is point [x] on the [scale], payable monthly in arrears by credit transfer or any other arrangement acceptable to the Employer. [In addition, you will be paid the following allowances
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7.2 The Employer may deduct from the salary, or any other sums owed to you, any money owed by you to the Employer.

7.3 Your salary will be reviewed annually according to the provisions in the School Teachers' Pay and Conditions Document as amended from time to time.

8. Holidays:

8.1 In line with the Working Time provisions of STPCD, your holidays will coincide with periods of school closure and public holidays. You will be notified by the Headteacher of term and holiday dates and of non-contact days in advance of the beginning of each school year.

8.2 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 or maternity schemes, or are on unpaid leave of absence.

9. Public Holidays:

You will be entitled to all statutory and public holidays and to be paid for such days. Payment for these days is included in your annual salary. If you are in receipt of less than full salary on these days no further payment will be made. If you are required to work on a public holiday, you will be entitled to an additional day's holiday at some other time, subject to the prior approval of your manager.

10. Pensions:

You are eligible to be a member of the Teachers' Pension Scheme and you will be automatically enrolled into this Scheme unless you notify your Employer that you

are opting out. If you choose to remain in this scheme you will be required to contribute a percentage of your salary in accordance with the terms of the Scheme.

11. Sickness or Injury:

11.1 Your entitlement during any absence due to sickness or injury is in accordance with the Conditions of Service for School Teachers in England and Wales (the Burgundy Book).

11.2 If you are absent from work by reason of sickness or injury, you must notify your line manager as soon as possible on the first day of your absence and keep the Employer regularly informed of the situation and the likely duration of the absence until you return. You must also provide any further information which the Employer may request in relation to any absence.

11.3 You should comply with any rules laid down in any sickness procedure.

11.4 If the absence continues for less than eight days (including weekends) you must complete a self-certification form when you return. If the absence lasts for eight days or more, you must obtain medical certificates to cover the whole period of your absence.

11.5 Provided you comply with the above requirements and the requirements of the sickness policy and procedure, you will be paid in accordance with The Conditions of Service for School Teachers in England & Wales (The Burgundy Book) as amended from time to time, currently

Length of Service	Full Pay	Half Pay
Up to 4 months	25 days	0
Over 4 months to 1 year	25 days	50 days
Over 1 year to 2 years	50 days	50 days
Over 2 years to 3 years	75 days	75 days
Over 3 years	100 days	100 days

For the purpose of the sick pay scheme, "service" includes all aggregated teaching service with one or more local education authorities.

Thereafter you will statutory sick pay (if entitled to it) in accordance with the Social Security Contributions and Benefits Act 1992. For the purposes of statutory sick pay, qualifying days are Monday to Friday.

11.6 The Employer reserves the right to withhold sick pay in the following circumstances:

- You have not followed the correct absence notification procedure;
- You have an illness or injury which has been self inflicted;
- You have an illness or injury which results from your misconduct at work;
- You have an illness or injury which has been caused by outside employment.
- You are absent due to sickness or injury during disciplinary procedures against you.
- You are working elsewhere during your period of absence, whether or not this is during your normal working hours

11.7 The Employer has the right to require you to attend for a medical examination by any doctor nominated by the Employer and you will co-operate with any such requirement. You will also consent to your medical practitioner supplying a medical report.

11.8 If you are awarded damages in respect of any illness or injury caused by a third party, then any payments over and above statutory sick pay made by the Employer to you in respect of any period of absence caused by such illness or injury shall be treated as a loan repayable on demand.

12 Termination of employment:

12.1 Either party may terminate your employment by notice in writing of 2 months, expiring on 31 December, 30 April or 31 August in any year. If you have been continually employed for 8 years or more the notice period we will give you shall increase by one week for each completed year of employment to a maximum of twelve weeks.

12.2 The periods of notice provided for above may be waived by agreement in writing between you and the Employer, subject to compliance by the Employer with statutory minimum notice requirements.

12.3 The Employer reserves the right, at its sole discretion, to pay you in lieu of any period of notice.

12.4 The Employer may at its discretion at any time including during any period of notice given by either party amend your duties and/or suspend you from the performance of your duties and/or exclude you from any premises of the Employer and/or the Employer's clients' premises and/or require you to work from home. During such time the Employer reserves the right for you to remain employed and to receive your salary and benefits.

12.5 You shall throughout any such period of suspension, exclusion and/or Employer requirement(s) continue to be an employee of the Employer and must comply with your obligations under your contract of employment.

12.6 The Employer reserves the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to, those set out [in the Employee Handbook/the Disciplinary Procedure].

13. Grievance and disciplinary procedures:

13.1 If possible, grievances and matters of a disciplinary nature will be dealt with informally but formal procedures are available if an informal procedure is not considered appropriate or has not resolved the problem. Even the formal procedure will be approached and operated flexibly as the main objective will be to resolve the problem.

13.2 If you have a grievance relating to your employment, you should raise it in accordance with the Grievance Procedure set out in the Employee Handbook.

13.3 All grievances will be treated as strictly confidential and will not be disclosed to others in the company unless you wish it.

13.4 Disciplinary rules are set out in [the Employee Handbook/the Disciplinary Procedure], a copy of which has been provided to you.

14. Right to hold Personal Data

As part of your conditions of employment, you give the Employer permission to collect, retain and process information about you, such as age, sex, ethnic origin and health records. This information will be used by the Employer for a number of purposes, including but not limited to monitoring the Employer's compliance with the law and best practice in terms of equal opportunity and non-discrimination. Should your personal circumstances change, you must notify the Employer immediately.

15. Additional terms and conditions

In addition to the terms and conditions in this document the terms and conditions of the following will also apply during the course of your employment;

- The School Teachers' Pay and Conditions Document as amended from time to time;
- The Conditions of Service for School Teachers in England & Wales (The Burgundy Book) as amended from time to time. This covers provisions for sickness, maternity and notice periods; and
- Any local collective agreement relevant to your employment reached between the trade unions recognised by the Employer and your Employer

16. Protection of children

The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to satisfactory enhanced Criminal Records Bureau disclosure and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended). You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution.

17. Terms of employment:

These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.

Signed on behalf of the Employer	**Signed by the Employee**
.....	.....
Name:	**Name:** .....
Dated:	**Dated:**