**CONTRACT OF EMPLOYMENT - INCLUDING A STATEMENT OF PARTICULARS OF TERMS OF EMPLOYMENT**

This contract and written statement of particulars is issued in accordance with the Employment Rights Act 1996, and is subject to the satisfactory completion of the pre-employment checks set out in your offer letter. *[delete if checks complete]*

**Employer:** Governing Body of School Name

**Employee:**  EMPLOYEE NAME

**Post:** FIXED TERM*[delete if permanent]* Headteacher

**Location:** SCHOOL NAME

Proportion of Full Time

Service: ANNUAL FRACTION *[delete if not applicable]*

**Post Start Date:** START DATE

**School Continuous**

**Employment Start Date:** DATE

For details on previous service please refer to table at the end of contract of employment. *[delete if not applicable]*

**Details of Your Appointment**

This contract is for a PERMANENT/FIXED TERM appointment and is expected to end on END DATE (unless terminated earlier - see notice periods). Appointment letter details the reason for this fixed term appointment *[delete as appropriate]*

**Teachers’ Duties**

Your duties and responsibilities are set out in the current School Teachers’ Pay and Conditions Document, National Standards of Excellence for Headteachers and in your job description. Please note that the school reserves the right to update your job description from time to time to reflect changes in or to the job in consultation with you.

**Period of Duty and Holidays**

The School Teachers’ Pay and Conditions Document does not cover working time for headteachers. Therefore, there are no minimum or maximum hours of work for headteachers. Subject to any changes made to this document the headteachers will be expected to work as many hours/days as is necessary to ensure the effective running of the school. However, governing bodies have a responsibility to ensure that headteachers enjoy a reasonable work-life balance.

Starting and finishing times as subject to the requirements of the service and are arranged locally.

If you are a part-time member of staff, your working hours per day or working days per week may need to vary from one academic year to another. Any such variations will be the subject of consultation at the earliest reasonable time with you, so your views may be taken into account, subject to the operational needs of the school being paramount.

**Pay**

|  |  |
| --- | --- |
| **School’s Headteacher Group** |  |
| **Headteacher Pay Range** |  |
| **Point on Range Appointed to** |  |
|  | **Full Time** | **Part Time (Pro-rata if applicable)** |
| I**ndividual salary within range** | £ | £ |

**Salary Safeguarding** *[delete if not applicable]*

You are eligible for salary safeguarding as detailed in the School Teachers’ Pay and Conditions Document.

**Pay Arrangements**

You will normally be paid in 12 equal monthly instalments by credit transfer on the 23rd of each calendar month (or the working day before). You must maintain a suitable bank or building society account into which payment can be made and ensure that the school holds details of it and is notified of any changes.

**Incremental Progression**

There shall not be any movement up the pay range unless there has first been a review of the performance of the headteacher in accordance with the Performance Management Regulations or any successor legislation, save to the extent that a movement up the pay range is necessary to ensure that the salary of the headteacher equals the minimum of the range for the group to which the school is assigned.

Movement up the pay range will also be dependent on whether there has been a sustained high quality of performance by the headteacher in the light of performance criteria previously agreed.

**Pensions**

Membership of the Teachers’ Pension Scheme is given from the date of appointment, subject to eligibility. For further information please visit the Teachers’ Pension website <https://www.teacherspensions.co.uk/>

**Overpayments**

Where an overpayment of salary or allowances is made which is recoverable under the terms of the Employment Rights Act 1996, the school reserves the right to adjust your future salary payments until the overpayment has been recovered and/or to require payment upon request. Any adjustment will only be made after consultation with you.

Employees are expected to check their pay slip and where there is any suspected overpayment report this immediately to the school.

**Notice**

Notice to terminate the appointment will take effect at the end of the school term and the school terms will be regarded as ending on the 31 December, 30April and 31August. The minimum period of notice that will be given by the employer or employee will be in accordance with the table below:

|  |
| --- |
| **Minimum period of notice for an appointment terminating on;** |
|  | 31 December or 30April | 31 August |
| By employee: | 3 months | 4 months |
| By employer: | 1 week for each year of continuous employment by subject to a minimum of 2 months and maximum of 3 months depending on the term in which termination occurs | 3 months  |

The School has the right to terminate your employment without notice or pay in lieu of notice, following due process in the event of gross misconduct or other fundamental breach of contract on your part.

**Disclosure & Barring Service Check (DBS) & Childcare (Disqualification) Regulations**

The school reserves the right to require a disclosure and barring check /follow up disclosure as this post is exempt from the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975 (amended 2013). For further details please refer to the Disclosure & Barring Policy available in school or via the council’s website. It is important to note that some schools do not adopt all SCC policies, so you will need to check with your school where the locally agreed policies can be found.

If your employment at any point in time comes under the Childcare (Disqualification) Regulations 2009, the disqualification criteria contained in the statutory guidance will apply.

**Sick Leave and Sick Pay**

The regulations regarding your entitlement to sick leave and associated allowances are detailed in the Conditions of Service for School Teachers (Burgundy Book).

**Disciplinary Procedure**

The teachers’ associations and the School recognise that it is the responsibility of management to maintain discipline and hence it is in the interests of the school and its employees to establish a disciplinary procedure for the fair treatment of employees.

Disciplinary rules relating to your employment are contained within the Disciplinary Procedure and the Code of Conduct which are available in school or via the council’s website. It is important to note that some schools do not adopt all SCC policies, so you will need to check with your school where the locally agreed policies can be found.

**Grievance Procedure**

If you have a grievance relating to your employment the matter should be taken up in the first instance with the Chair of Governors and resolved in accordance with the Grievance Procedure. The Grievance Procedure is available in school or via the council website. It is important to note that some schools do not adopt all SCC policies, so you will need to check with your school where the locally agreed policies can be found

**Terms and Conditions of Employment**

During your employment your terms and conditions will be in accordance with:

* the statutory School Teachers’ Pay and Conditions Document
* the Education Regulations
* the Conditions of Service for School Teachers in England and Wales (Burgundy Book)
* any local collective agreements relevant to your employment reached by trade unions/professional associations recognised by the Council
* articles and instruments of government of the school
* policies and procedures

Any future changes in the terms will be advised to you in writing, or otherwise recorded for you to refer to, within one month of the change.

**Continuous & Aggregated Service**

Your period of continuous employment for statutory entitlements under the Employment Rights Acts will be calculated from the date of commencement of employment with this school.

For the purposes of determination of redundancy payments any continuous service with a body identified as an associated employer under the Redundancy Payments (Local Government) Modification Order 1983 (as amended) will be taken into account.

For the purposes of sick pay, your total teaching employment in maintained schools, including with other Local Authorities is added together to calculate your entitlement.

For the purposes of maternity pay or adoption leave your continuous service in maintained schools, including with other Local Authorities, is used to calculate your entitlement.

**Trade Unions / Professional Associations**

The School recognises a number of trade unions and professional associations for collective bargaining purposes. You may wish to join a relevant recognised trade union or professional association of your choice.

**Non-Disclosure of Confidential Information**

This offer of employment will be conditional upon an undertaking that you will not disclose confidential information without authorisation, nor otherwise make any statement or action to the detriment of the school during the term of the contract, and in accordance with relevant policies e.g. social networking policy, school’s standards, policies and guidance in relation to the use of ICT, press and media guidance, disciplinary policy in relation to the reputation of the school, Data Protection Legislation. NB this list is not exhaustive. It is important to note that some schools do not adopt all SCC policies, so you will need to check with your school where the locally agreed policies can be found.

**Data Protection**

The information contained in this document will be held on a computer database and may be used by the Council for statistical purposes in accordance with Data Protection Legislation, which includes the UK General Data Protection Regulation and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy, legislation that is the successor to any or all of the above, and all applicable Law about the processing of personal data and privacy. It may also be used for the prevention and detection of fraud and crime.

You may be criminally liable if you knowingly or recklessly disclose personal information in breach of Data Protection Legislation.  Any breach of Data Protection Legislation or the Council’s Information Governance policies may be treated as a disciplinary matter.

**Previous Service Details** *[delete if not applicable]*

|  |  |  |  |
| --- | --- | --- | --- |
| Employer | Start Date | End Date | Service (Years/Days) |
|  |  |  |  |
|  |  |  |  |
|  | Total | 00/000 |

**ACCEPTANCE FORM**

**Written statement of employment particulars**

This statement is issued in accordance with The Employment Rights Act 1996.

To accept the terms and conditions confirmed in the written statement of employment particulars, you must sign and return this form to the school.

I, TITLE FORNAME SURNAME accept the appointment in accordance with the terms and conditions confirmed in the written statement of employment particulars issued to me on ISSUE DATE.

I understand this appointment is subject to pre-employment checks as may be necessary, in relation to my appointment. *[delete if checks completed]*

Signature:

Employee Name:

Date accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_