

## SUMMARY OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT TEACHERS

**\*\* Green Highlight denotes details will be contained on employee contract**

**EMPLOYER:** The Consortium Trust (“the Trust”)

**EMPLOYEE:** **[NAME]\*\***

### 1. CONDITIONS OF SERVICE:

Your conditions of service are subject to the School Teachers’ Pay and Conditions Document (STPCD) as amended from time to time, the Conditions of Service for School Teachers in England and Wales (the Burgundy Book) and any local agreements negotiated between the Trust and its employees.

### 2. DATE EMPLOYMENT BEGAN:

- I. 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 is **[DATE]**
- II. Date employment began with Consortium Trust: **[DATE]**
- III. 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.
- IV. Continuity of service allows for up to a 4 week gap in employment with the same employer to allow employees to maintain continuous employment and accrue employment rights and protections.

### 3. CONTRACT TYPE:

- Permanent (subject to satisfactory completion of six months’ probationary period).
- Temporary/fixed term. Your appointment will automatically terminate on **[DATE]**. It may be terminated earlier than this date by either party giving due notice to the other.

### 4. JOB TITLE & RESPONSIBILITIES: **[JOB TITLE]**

Your duties shall be as indicated by your job title, job description and any relevant standards. In addition:

- I. You may be required to carry out any other duties within your capacity which the Trust, as your employer, may reasonably require.
- II. You shall comply with all reasonable rules and instructions given to you by your employer.
- III. You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the Trust and throughout the period of your employment shall take all reasonable steps to

preserve and protect the property, goodwill and reputation of the Trust and shall do nothing to damage the Trust, its pupils, staff, or associates.

- IV. During the period of your employment, you shall not, except with prior written consent of a member of the Trust's Senior Leadership Team, work for, be employed by or have any interest in any other organisation which may conflict with your responsibilities as an employee of the Trust.

5. **PROBATIONARY PERIOD:**

All new external appointments to permanent posts and fixed term appointments of one year or more are subject to a probationary period of 6 months i.e. 26 working weeks. It may be extended by a maximum of a further 13 working weeks if the employee's performance/conduct warrants this.

Employees on fixed term appointments of less than one year are subject to a three month probationary period i.e. 13 working weeks, which can be extended by a maximum of a further 13 working weeks where necessary.

Full details are set out in the Induction and probation policy found at <https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

6. **TRAINING:**

You will be required to complete appropriate induction training. The Trust will provide links to statutory training that is required by all employees.

Specific job-related training will be provided as required

7. **LOCATION: [LOCATION]**

- I. Your employment will be based as above but you may be required to work at any other premises occupied by the Trust and as directed by the Trust. You will be provided reasonable notice of the change depending on the circumstances.
- II. The whole of the Trust's estate, including Trust vehicles, are designated "No Smoking/No Vaping" areas. You are required to abide by those restrictions.
- III. You will be required to wear a name badge plus security identification whilst at work or whilst representing the Trust on Trust business.

8. **TRAVEL ALLOWANCE:**

When travelling on school business, the use of alternative transport methods to cars should always be considered and used, based on consideration of cost and time effectiveness and environmental impact. If you are required to use your car on school business it is essential that your car is properly insured with Business Class insurance the cost of which is born by the employee.

The current rates of re-imbusement are found in the Travel and Subsistence policy. For employees employed across multiple sites mileage is paid for claims above and beyond their normal daily allowance and from the location as detailed above.

The Trust will consider requests for refunds if it is more cost effective for a family member or friend to provide alternative transport to a venue.

**9. CONFIDENTIALITY:**

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 Trust unless you have obtained the written consent of a member of the Trust's Senior Leadership Team or such use or disclosure is required for the proper performance of your duties.

**10. HOURS OF WORK: [HOURS]**

- I. Your hours of work shall be in accordance with the School Teachers' Pay and Conditions Document (STPCD) as amended from time to time i.e.
- II. 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.
- III. 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.
- IV. The provisions of paragraph 10.I to 10.III do not apply to Academy Heads, Assistant Academy Heads, teachers on the pay range for leading practitioners or teachers in receipt of an acting allowance for carrying out the duties of an Academy Head.

**11. REMUNERTION:**

- I. Your salary will be determined in accordance with the provisions of the Consortium Trust Pay policy.
- II. Annual salary payments are made in 12 equal instalments by bank credit transfer on the 19<sup>th</sup> working day of the month.
- III. The Trust, as your employer, may deduct from the salary, or any other sums owed to you, any money owed by you to the Trust.
- IV. Your salary will be reviewed annually according to the provisions of the Trust's Pay policy, as amended from time to time. Incremental progression for employees is determined through an annual assessment process.

**12. ANNUAL LEAVE ENTITLEMENTS:**

- I. 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 Academy Head of term and holiday dates and of non-contact days in advance of the beginning of each school year.

- II. 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.

### **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.

Statutory leave includes the following public holidays:

New Year's Day	Good Friday	Easter Monday
May Day	Spring Bank holiday	August Bank Holiday
Christmas Day	Boxing Day	

### **SPECIAL LEAVE:**

Paid or unpaid leave may be granted by the Academy Head and/or Line manager in accordance with the Trust's Special Leave policy (details of which are found on the Trust Website.)

<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

### **13. ABSENCE DUE TO SICKNESS AND INJURY AND SICK PAY PROVISIONS:**

- I. 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).
- II. 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 (in accordance with any local arrangements) and keep your employing school regularly informed of the situation and the likely duration of the absence until you return. You must also provide any further information which your employing school may request in relation to any absence.
- III. You should comply with any rules laid down in the Trust's Sickness Absence Management policy and procedure.
- IV. 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. You will be required to attend a 'back-to-work' interview with your line manager following any unplanned / unauthorised absence.

### **SICK PAY**

- I. Provided you comply with the above requirements and the requirements of the Trust's Absence and Attendance Management 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:

<b>Length of Service</b>	<b>Full Pay</b>	<b>Half Pay</b>
Up to 4 months	25 days	0 days
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

- II. For the purpose of the sick pay scheme, “service” includes all aggregated teaching service with one or more Local Education Authorities or Academy Trusts.
- III. 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.
- IV. The Trust 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 results from your misconduct at work;
  - You are working elsewhere during your period of absence, whether or not this is during your normal working hours
- V. The Trust or your employing school 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.
- VI. 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.

#### **14. 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 and the Teachers’ Pension Scheme 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.

#### **15. NOTICE TO TERMINATE EMPLOYMENT:**

- I. Either party may terminate your employment by notice in writing of 2 months, expiring on 31 December or 30 April or three months, expiring on 31 August in any year.
- II. The periods of notice provided for above may be waived by agreement in writing between you and the Trust, subject to compliance by the Trust with statutory minimum notice requirements.
- III. The Trust reserves the right, at its sole discretion, to pay you in lieu of any period of notice.

- IV. 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 Trust's premises and/or require you to work from home. During such time the Trust reserves the right for you to remain employed and to receive your salary and benefits.
- V. You shall throughout any such period of suspension, exclusion and/or Employer requirement(s) continue to be an employee of the Trust and must comply with your obligations under your contract of employment.
- VI. The Trust 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 Trust's Disciplinary policy and procedure.

#### **16. GRIEVANCE AND DISCIPLINARY PROCEDURE:**

- I. 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. The formal procedures will be approached and operated flexibly as the main objective will be to resolve the problem.
- II. If you have a grievance relating to your employment, you should raise it in accordance with the Grievance Procedure set out in the Trust's Grievance policy and procedure.
- III. All grievances will be treated as strictly confidential and will not be disclosed to others in the Trust unless this is agreed with you.
- IV. Disciplinary rules are set out in Trust's Disciplinary policy and procedure, a copy of which is available from the Trust's Central office, the Trust's website.  
<https://consortiumacademy.co.uk/suffolk/primary/consortium-mat>

#### **17. EQUALITY POLICY:**

All employees and workers have rights and responsibilities under the Trust's Equality policy. Acting in a manner which is contrary to this policy may be regarded as a disciplinary offence. Employees' individual complaints will be handled either through the Grievance Procedures or the Harassment/Bullying Complaints Procedures. Full details of the policy can be found in the school office or by contacting the Trust's central Administration team.

#### **18. TRADE UNION MEMBERSHIP:**

The Trust supports the system of consultation and negotiation and believes in the principle of solving employment relations problems by discussion and agreement. You have the right to join a trade union and you are encouraged to do so.

#### **19. INVENTIONS**

If, during the course of your employment, you invent or acquire alone or jointly any device or process related to any of the business of the Trust, full particulars thereof must at once be disclosed to the Trust and such invention shall be the sole property of the Trust unless otherwise agreed. You will be expected assist the Trust to obtain patent or other protection, in any part of the world, the Trust may need also, as soon as possible, to take any steps which may be necessary to vest such patent or other rights in the Trust at its expense.

## 20. INFORMATION MANAGEMENT

You will be expected to comply with the information management standards of the Trust and School managing electronic and hard copy records appropriately and not storing any records at home or on a personal device.

**Further information: The Trust has policies and procedures covering a wide range of employment issues and the details can be found on the Trust website**

<https://www.consortiumacademy.org.uk/>

During a period of sickness absence or general absence it may be necessary to temporarily suspend access to electronic platforms and/or a generic work email account and/or allocate the job role email responsibilities to an agreed member of the setting (or Central Trust) if it is deemed necessary. General Trust notifications will continue to be sent to the named work email account.

## 19. RIGHT TO HOLD PERSONAL DATA:

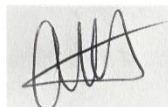
As part of your conditions of employment, you give the Trust permission to collect, retain and process information about you. This information will be used by the Trust for a number of purposes, including but not limited to administering your pay, your contract of employment and monitoring the Trust's compliance with the law and best practice in terms of equal opportunity and non-discrimination. In the event that the Trust needs to use or share your personal data in a situation where no specific lawful basis applies, your specific consent will be sought and can be freely given or withheld.

## 20. PROTECTION OF CHILDREN:

The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to a satisfactory enhanced DBS 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 the Trust immediately if you are the subject of a police investigation or receive any conviction or caution.

## 21. TERMS OF EMPLOYMENT:

- I. These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.
- II. The Trust has a number of non-contractual employment-related policies and procedures which may be amended from time to time after consultation with employees.
- III. The Trust reserves the right to make non-material alterations to your contract after consulting with you.



Signed on behalf of the Employer:

Date: January 2024