

Employment Contract

Teaching Staff

Ashbourne Independent School Ltd

and

[NAME]

This agreement is dated 200

Between

- (1) Ashbourne Independent School Ltd (Company Registration Number 2076457 whose registered office is situated at 17 Old Court Place, Kensington, London W8 4PL (the **College**))
- (2) [NAME OF EMPLOYEE] of [ADDRESS] (**You**)

Agreed terms

The following Schedule is incorporated into and forms part of this agreement.

Schedule 1 Your professional duties

Appointment and duration

1. **Appointment:** The College will employ you and you will serve the College as a [full time] [part time] member of the teaching staff with effect from [DATE] upon the terms of this agreement. Your employment will continue until terminated in accordance with this agreement.
2. **Continuity of employment:** Your period of continuous employment with the College commenced on [DATE] and no previous employment counts as part of your continuous period of employment.
3. **Term:** For the purposes of clauses 4 and 5, a Term means any of the following periods in any year: 1 January to 30 April; 1 May to 31 August; 1 September to 31 December.
4. **Probationary period:** The first six months of your employment are probationary. During this probationary period either you or the College may terminate your employment by giving not less than one month's prior written notice.
5. **Notice period:** Subject to earlier termination as provided for in this agreement either party may bring this agreement to an end on giving to the other notice in writing 10 weeks prior to the termination date.

Conditions

6. **Application form:** It is a condition of this agreement that the contents of the application form completed and supplied by you to the College and any representations made by you to the College prior to your employment with the College are true.
7. **Satisfactory clearance:** Your employment with the College will be subject to the College being satisfied with the enhanced disclosure received from the Disclosure and Barring Service.

Responsibilities, duties and place of work

8. **Duties:** You agree to teach such subjects at such academic levels and perform such other duties which will include but are not limited to those set out in Schedule 1 to this agreement

and observe such restrictions and undertake such responsibilities as may from time to time be reasonably assigned to you by the Principal.

9. **Other activities:** You agree that without the prior written permission of the Principal you will not hold any office or engage in any activity which in the opinion of the Principal may interfere with the reputation of the College, or the proper performance of your duties under this agreement. You may not receive any additional remuneration or financial reward for work undertaken with a pupil of the College without the prior written permission of the Principal. For the avoidance of doubt you will not be required to abstain from any occupation or activity which does not interfere with the proper discharge of your duties.
10. **Reputation of the College:** You agree to use your utmost endeavours to promote the interests and reputation of the College and any associated body.
11. **Duty of disclosure:** You are required immediately to notify the College if you are charged or convicted of any criminal offence, if you receive a police caution, reprimand or warning, or if there is a formal child protection investigation of you or any member of your household under section 47 of the Children Act 1989 as amended.
12. **Wrongdoing:** You agree to report your own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of staff to the Principal in accordance with the College's procedure on reporting a wrongdoing as set out in the Employment Manual.
13. **Place of work:** You will be required to carry out your duties at the College and at such other places as the Principal may reasonably require. You will not normally be required to work outside the United Kingdom.
14. **Good order and discipline:** You agree to ensure good order and discipline at all times when pupils are present on the College premises and whenever the pupils are engaged in authorised College activities, whether on College premises or elsewhere.
15. **Working hours:** Full time and part time teachers are required to work such hours as are reasonably necessary for the proper performance of their duties (for example, to include registration, extra-curricular activities, evening and weekend work during the recruitment period). [As a full time teacher, your hours of work during term time are 8.30 a.m. to 6 p.m. According to the requirements of the timetable you will be required to teach 30 periods a week. In the event of less than 30 teaching periods being available to you, you will be required to undertake other duties such as supervision or games.] As a full time teacher you will also be required to teach up to 30 hours during the College's Easter Revision programme. [As a part time teacher, you will be required to work [] teaching periods per [week] [month]. According to the requirements of the timetable, the number of periods you teach may vary at the discretion of the [Principal]].
16. **Non-teaching activities:** You may from time to time be asked to carry out additional non-teaching activities relevant to your department; for example training courses. You are allowed to claim for some of these activities at a non-teaching rate. The College has the right to alter the rate from time to time and any such alteration will be effective from the date notified to you. Please refer to the Teacher Claim Policy for more details regarding this.
17. **Open Evening and Parents' Evening:** The College encourages teaching staff to participate in its Open Evenings. Should you participate, you will be remunerated at the rate of £125 per Open Evening. The College has the right to alter this rate from time to time and any such alteration will be effective from the date notified to you. Staff are expected to be available to work for key school events that take place in the evening (e.g. Parents' Evening). Ashbourne currently holds two Parents' Evenings in each of the autumn and spring terms, one for the

upper sixth form and one for GCSE and the lower sixth form combined. In each term, teachers are required to attend both parents' evenings if they teach relevant students. If a teacher must attend only one, they are not entitled to any additional payment. If a teacher must attend both, they may claim £125 for the second. Payment for Open Evening and Parents' Evening may be paid in the following month dependent on the claim form deadline.

Remuneration

18. **[Salary:** You will receive a salary of £[AMOUNT] per annum in accordance with the College's salary scale from time to time in force. The College has the right to alter the scale from time to time and any such alteration will be effective from the date notified to you. From time to time you may be offered the opportunity to teach in excess of 30 periods per week. Should you choose to do so you may claim overtime pay for the additional periods at a rate of [AMOUNT] per period in accordance with the College's salary scale.

OR

[Rate of pay: You will be paid the rate of £[AMOUNT] per 50-minute period in accordance with the College's salary scale from time to time in force. The College has the right to alter the rate from time to time and any such alteration will be effective from the date notified to you. For the avoidance of doubt you may claim for the number of periods taught only. No additional pay will be payable for time spent in preparation or marking.

19. **Payment:** Your salary will be paid by twelve [equal] monthly instalments in arrears on such date in each month as the College will from time to time determine directly into a bank or building society account nominated by you. Your salary will accrue from day to day during both College and holiday periods 1/365 (or 1/366 in the case of leap year) being payable in respect of each day of the year.
20. **Pay review:** Your salary will normally be reviewed annually during August. Any salary increase awarded to you will be implemented on 1 September. A review does not necessarily imply an increase in salary.
21. **Salary adjustments:** You agree that if you have been paid more than your entitlement under this agreement or if the College becomes entitled to claim any sum from you, the appropriate adjustment will be made against your salary or any other sum of money which the College owes you.
22. **Expenses:** Upon production of vouchers or other evidence of payment you will be reimbursed the cost of any authorised expenses you may reasonably incur in the proper execution of your duties. Expenses must be agreed in advance by the Principal or Director of Studies.
23. **Gifts:** If you receive a gift or any other benefit arising from or in connection with your employment, you should declare the gift to the Principal where there is a possibility it could be misconstrued, or in any event where the gift is of a value of more than £100. The Principal has absolute discretion to require you to decline the gift.
24. **Tax and National Insurance:** The College is entitled to deduct from your remuneration any tax or employee's national insurance contributions deemed payable on any payment or benefit due under this agreement.

Pension

25. **Information:** The College provides access to a pension scheme. Details are available from the Finance officer. There is not a contracting out certificate in force in respect of your employment.

Holidays

26. **Entitlement:** The holiday year runs from 1 September to 31 August each year. During the holiday year you will be entitled to 50 working days paid holiday. Unless otherwise agreed by the Principal, holidays must be requested [two weeks] in advance and must be taken as follows during the normal College holidays: Autumn and Spring half-term - 10 days; Easter - 10 days; and Summer - 20 days. For the avoidance of doubt holidays cannot be taken during term time. [Part time teachers are entitled to 12.1% holiday pay, which are payable in two equal instalments in July and August each year.]
27. **Compulsory Holidays:** You will be required to take compulsory holidays during the Christmas holiday period when the College is closed. Compulsory holidays are in addition to your annual holiday entitlement as set out at clause 26.
28. **Restricted period:** Full time staff is not permitted to take holidays from the Monday proceeding the release of the College's 'A' Level results until commencement of the Autumn half term. Any public holiday during this period is recognised.
29. **Public holidays:** The College recognises all public holidays except those falling at Easter during which time the College operates its Easter Revision programme. You will not be entitled to time in lieu or pay in lieu for such periods.
30. **Unused holiday:** You may not carry forward any unused holiday entitlement to a subsequent holiday year. There is no pay in lieu for unused holiday.
31. **Termination of employment:** You will be entitled to pay in lieu of unused accrued holiday based on your minimum holiday entitlement under the Working Time Regulations 1998 only and not on your entitlement under the clause above. For these purposes any paid holiday that you have taken (including any paid holiday on public holidays) will be deemed first to be statutory paid holiday. The College reserves the right to deduct an appropriate amount from your wages if you have taken more than your entitlement at the date of your departure. If your employment is summarily terminated by the College, you will not be entitled to pay in lieu of unused accrued holiday up to the date of your departure, save for your working time annual leave entitlement.

Leave

32. **Entitlement:** You may be entitled to adoption, maternity and paternity pay and leave, parental leave and domestic incident leave. Further details are set out in the Employment Manual.

Absence on account of illness or injury

33. **Sick pay:** Subject to your compliance with the notification requirements and other obligations in the Sickness Policy as set out in the Employment Manual, if you are unable to work because you are ill you may be entitled to receive sick pay in accordance with the Statutory Sick Pay scheme.

34. **Conditions:** In determining whether or not you fall within the above limits on any given day of sickness absence, all days of sickness absence which you have taken during the 12 month period immediately preceding the given day will be counted. If you have a record of persistent or excessive absence you may be refused sick pay for any period of absence.
35. **Review of sickness record:** The College will be entitled to review your sickness record at any stage of absence and may dismiss you with notice on the grounds of such absence, notwithstanding that any entitlement to sick pay has not been exhausted.
36. **Medical examination requirement:** The Principal will, at the College's expense, be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the Principal. You authorise the medical adviser to disclose to the Principal the results of the examinations and discuss with the Principal any matters arising from the examinations which might affect the proper discharge of your duties.

Confidential information and documents

37. **Definition:** Confidential Information includes without limitation all information (relating to the College, staff, pupils and their parents or guardians and Directors) which is not readily ascertainable other than to persons employed by or holding office with the College and any information in respect of which the College owes an obligation of confidentiality to any third party.
38. **Restrictions:** You will not (during your employment or at any time after it has ended) except in the proper performance of your duties disclose, or cause any unauthorised disclosure of, or use for your own purposes any trade secrets or Confidential Information (whether contained in documents or otherwise) provided that these obligations will cease to apply to any information or knowledge which has come into the public domain, otherwise than by way of breach of your obligations.
39. **College property:** All notes, memoranda, records, correspondence, computer and other disks and tapes and all other documents and material whatsoever (including copies) (whether made or created by you or otherwise) relating to Confidential Information or the affairs of the College are and will remain the property of the College and will be handed over by you to the College on demand.
40. **Post termination restrictions:** In order to protect the Confidential Information and business connections of the College to which you have access as a result of your employment, you covenant with the College that you will not:
- 40.1. for six months after the termination of this agreement solicit or endeavour to entice away from the College any student or parent/guardian of any student with a view to providing services to the student in competition with the College; or
 - 40.2. for six months after termination of this agreement solicit or endeavour to entice away from the College any person who was at any time during a period of six months before the termination of your employment an employee of the College; or
 - 40.3. at any time after the termination of this agreement, represent yourself as connected with the College.

The duration of the above restriction will be reduced by the length of time for which you are placed on garden leave in accordance with the terms of this agreement.

41. **Application of restriction:** The restrictions imposed on you by the above clause apply to you acting:

- 41.1. directly or indirectly; and
- 41.2. on your own behalf or on behalf of, or in conjunction with, any other college, educational establishment, company or person.

Procedures and rules

- 42. **Capability, disciplinary and dismissal procedures:** The capability, disciplinary and dismissal procedures applicable to you once you have completed your first year of employment are set out in the Employment Manual. These procedures are provided for guidance only and are non-contractual. If you are dissatisfied with any disciplinary decision relating to you, or any decision to dismiss you, you should notify the [Principal] in writing that you wish to appeal.
- 43. **Grievance procedure:** The grievance procedure applicable to you is set out in the Employment Manual. This procedure is provided for guidance only and is non-contractual. If you have a formal grievance you should raise it in writing in the first instance with the Director of Studies.
- 44. **Rules:** You agree to observe such rules communicated to you in writing by the Principal or Director of Studies and/or set out in the Employment Manual. The College has the right to alter such rules from time to time and any such changes will be notified to you.
- 45. **Right to suspend/demote:** The College will have the right to suspend you on full pay and benefits pending the conclusion of any investigation and/or the resolution of any stage under any capability or disciplinary and dismissal procedure initiated in respect of you. The College has the right to suspend you without pay or demote you if so decided at a disciplinary hearing or capability meeting.

Obligations during notice

- 46. **Attendance:** You will continue to perform your duties during any period of notice (whether given by you or the College) unless the College requires that you refrain from so doing and remain away from the College.
- 47. **Garden leave:** If the College requires you to be absent during any such notice period or any other period then you will comply with any conditions laid down by the College during this period. You will be entitled to full pay and benefits but will not be required to carry out any of your duties under this agreement unless requested to do so by the College. You will nonetheless be available to carry out such duties if requested to do so and will not be permitted to work for any other person or body without the prior written consent of the Principal.

Summary termination

- 48. **Summary termination:** Notwithstanding any other provisions of this agreement, the College will be entitled to terminate your employment forthwith and without pay in lieu of notice (but without prejudice to the rights and remedies of the College for any breach or non performance of this agreement and your continuing obligations under this agreement) if:
- 49. **Gross misconduct:** you commit any act of gross misconduct;
- 50. **Serious breach:** you commit any serious or repudiatory breach of your contract of employment;

51. **Repeated breach:** you repeat or continue after prior written warning any material breach of your duties;
52. **Prejudicial behaviour:** you behave in a manner either during and/or outside the course of your employment which in the reasonable opinion of the Principal may prejudice the interests of the College and/or is likely to bring you or the College into disrepute;
53. **Criminal offences:** you are convicted of any criminal offence punishable with imprisonment for six months or more (whether or not such a sentence is imposed on you);
54. **Gross negligence:** you commit any act of gross negligence;
55. **Ineligible to work:** you are not, or cease to be eligible to work in the United Kingdom under the Immigration, Asylum and Nationality act 2006.

General provisions

56. **Notices:** Any written notice required to be served in accordance with this agreement will be properly served if, in the case of a notice addressed to the College, it is either handed to or sent by first class recorded delivery post to the Principal at the College, or, in the case of a notice to be given by the College, it is handed to you personally or sent by first class recorded delivery post to your last known residential address in the United Kingdom. Notices sent by post will be deemed to have been received and served on the first day after posting.
57. **Part-time staff:** All benefits and payments in this agreement will be pro-rated for part-time members of staff unless otherwise stated.
58. **Collective agreements:** The College confirms that there are no collective agreements which directly affect your terms and conditions of employment.
59. **Third Parties:** No term of this agreement is enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it.
60. **Data protection:** You agree that the College may hold, disclose to third parties or otherwise process any information about you which it may acquire during your employment in accordance with the College's Data Protection Policy and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998).
61. **Entire agreement:** This agreement and those parts of the Employment Manual which are expressed to have contractual effect set out the entire agreement and understanding of the College and you regarding your employment with the College and are in substitution for any terms of service and all previous agreements or arrangements which you may have with the College.
62. **Variation:** The College reserves the right to make any reasonable changes to any of the terms and conditions of your employment. Any change will be notified in writing.

Signed by the Director of Studies
for and on behalf of the College

.....
[SIGNATURE]

.....
[DATE]

Signed by [NAME OF EMPLOYEE]

.....
[SIGNATURE]

.....
[DATE]

Schedule 1

Your professional duties

The College is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

The following duties shall be deemed to be included in the professional duties which you may be required to perform as directed by the College from time to time. This schedule should be read in conjunction with the Employment Manual:

Teaching

1. Planning and preparing courses and lessons
2. Teaching, according to their educational need, the pupils assigned to you; setting and marking work (including examinations) to be carried out by the pupils in College or elsewhere
3. Assessing, recording and reporting on the development, progress and attainment of pupils

Other activities

4. Promoting the general progress and well being of individual pupils and of any class or group of pupils assigned to you
5. Providing guidance and advice to pupils on educational and social matters
6. Making records and reports on the personal and social needs of the pupils
7. Communicating and consulting with the parents of pupils
8. Communicating and co-operating with persons or bodies outside the College
9. Participating in meetings arranged for any of the purposes described above
10. Accompanying pupils on trips away from the College

Assessment and reports

11. Providing or contributing oral and written assessments, reports and references relating to individual pupils and groups of pupils

Appraisal

12. Participating in any arrangements that may be made for teacher appraisal.

Further training and development

13. Reviewing from time to time your methods of teaching and programme of work
14. Participating in arrangements for your professional development

Educational methods

15. Advising and co-operating with the [Principal] and other teachers (or any one or more of them) on the preparation and development of courses of study, teaching materials, teaching programmes, methods of teaching and assessment of pastoral arrangements.

Child protection, discipline, health and safety

16. Promoting and safeguarding the welfare of children and young persons for whom you are responsible and with whom you came into contact
17. Maintaining good order and discipline among the pupils and safeguarding their health and safety both when they are on the College premises and when they are engaged in authorised College activities elsewhere

Staff meetings

18. Participating in meetings at the College which relate to the curriculum for the College or the administration or organisation of the College, including pastoral arrangements.

Public examinations

19. Participating in arrangements for preparing pupils for and supervising them during public examinations and providing assessments.

Administration

20. Participating in administrative and organisational tasks related to such duties as are described above, including the management or supervision of persons providing support for the teachers in the College and the ordering and allocation of equipment and materials
21. Attending assemblies, registering the attendance of pupils and supervising pupils, whether these duties are to be performed before, during or after College sessions

Management (for Heads of Department and above only)

22. Contributing to the selection for appointment and professional development of other teachers and non-teaching staff, including the induction and assessment of new and probationary teachers
23. Co-ordinating or managing the work of other teachers
24. Feeding back to and liaising with the Director of Studies on academic matters relating to the teachers and students in the department
25. Taking such part as may be required in the review, development and management of activities relating to the curriculum, organisation and pastoral functions of the College
26. Ensuring your department is represented by a member of staff at the College's Open Evenings

27. [INSERT ANY ITEMS SPECIFIC TO THAT DEPARTMENT]