CONTRACT OF EMPLOYMENT

**THE EMPLOYER:** <Insert name of school>

**THE APPRENTICE:** {NAME} (referred to as *You*)

**COMMENCEMENT DATE**

**OF APPRENTICESHIP**

**CONTRACT:** {START DATE}

**END DATE OF  
CONTRACT** {END DATE} (if fixed term) (See clause 32)

**START DATE OF**

**CONTINUOUS**

**EMPLOYMENT:** {CONTINUOUS SERVICE DATE} (see also clause 5)

**JOB TITLE:** {JOB TITLE} (see also clause 6)

**SALARY:** £{FULL TIME SALARY} per annum (Grade {GRADE}, Spine Point {SPINE POINT}) (inclusive of London Weighting) (pro rata for term time, part time and fixed term employees) (see clause 7).

**PROBATIONARY PERIOD**: 6 months (see also clause 24)

**LOCATION:** {SCHOOL NAME & ADDRESS}

**HOURS OF WORK:** {WORKING HOURS PER WEEK} hours per week (see clause 11). Your normal working hours are [e.g.9.00am to 3.00pm**]** from [e.g. Monday to Friday], with XX minutes/ hour off for lunch each day.

**WORKING WEEKS****:** {WORKING WEEKS - 39 FOR TERM TIME STAFF, 52.14 FOR ALL YEAR ROUND}(See clause 19)

**PAID WEEKS PER YEAR:** {PAID WEEKS - 44.99/46.01/52.14 - CHECK WITH HR IF UNSURE} (see also clause 19)

**ANNUAL LEAVE:** 27 working days per annum, plus all bank holidays (pro rata for part time and fixed term employees) If you have 5 years or more continuous service you will receive another 5 days for long service leave. (pro rata for part time and fixed term employees) See also clause 15.

**SICK PAY:** See clause 20

**PENSION SCHEME:** Local Government Pension Scheme (see also clause 22)

**NOTICE PERIOD FOR**

**EMPLOYEE:** 1 month **(**See clause 21)

**DISCIPLINARY AND**

**GRIEVANCE PROCEDURES:** See clause 23.

**Further terms and conditions are attached.**

# STATEMENT OF WRITTEN PARTICULARS FOR LOCAL GOVERNMENT EMPLOYEES

## Conditions of Appointment

## This post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) (Amendment) Regulations 2007.

This offer of employment is subject to the School receiving:

* Verification of Identity;
* Proof of relevant qualifications, including verification of professional status (where required)
* Satisfactory medical clearance
* Satisfactory criminal record checks
* Satisfactory references
* Evidence of permission to work in the United Kingdom.

If the results of any of these recruitment checks are unsatisfactory, this contract of employment may be immediately terminated, regardless of whether you have commenced employment or not.

## Apprenticeship details

You will be employed as an apprentice in connection with the following qualifying apprenticeship qualification: **ZZ**.

If you fail to achieve the specified qualification(s) within the period of this contract, then this could affect your continuation on the scheme and your contract of employment may be terminated.

On completion of this contract of employment, permanent employment with the School is not guaranteed but will be considered subject to:

* Successful completion of your apprenticeship qualification
* Satisfactory work performance and acceptable attendance at work and during training;
* A suitable established post with sufficient funding;
* Your line-manager/supervisor’s agreement that you are suitable for the post;
* Satisfactory completion of a 6-month probationary period related to the full duties of the permanent post that you are offered.

If you do not secure an appointment with the School, your employment will end. The reason will be because you have completed your Apprenticeship and you will not be entitled to any form of redundancy or severance payment.

## Duties

You are required to undertake the work set out in your job description. The job description does not form part of your contract of employment.

During your apprenticeship you will attend regularly for training which takes place at your training provider’s premises, or such other places as the School notifies you from time to time. On days during which you would normally be expected to attend training, but the training provider has asked you not to attend (for example because of annual shut down) you will be expected to attend your place of employment.

If you are unable to attend training owing to sickness or injury, you must follow the sickness reporting procedure.

Unauthorised absence and/or inappropriate behaviour will be viewed as a disciplinary offence and may result in disciplinary action against you.

You are required, at the School’s request to provide evidence of your attendance at training courses and all records and results connected with your training. Information may be shared with your training provider or other relevant organisations for the purpose of facilitating and monitoring your training. You are giving your consent by signing this agreement.

Whenever possible, study towards your apprenticeship qualification should be done at your principle place of work, including studying for examinations/assessments. Any absence relating to your study should be agreed in advance with your manager.

## Duration

The duration of this agreement is based on the time required to complete your apprenticeship qualification. Therefore, your employment will end without further notice on the date specified above, unless it is terminated earlier in accordance with the terms set out in this statement. You acknowledge that continuation of this agreement is subject to the School continuing to receive funding for completion of the apprenticeship qualification. In the event that the funding ends, the agreement will be terminated in accordance with the notice periods set out below.

**Either** party **may terminate this agreement for some other substantial reason by providing the minimum of one month’s notice.**

## Period of Continuous Employment

Your period of continuous employment for statutory employment rights dates from your first day of service with The School, or, if applicable, with an organisation covered by the Redundancy Payments (Local Government) Modification Orders.

This will be taken into consideration when calculating your entitlement to:

* A redundancy payment
* Sickness allowance
* Annual leave
* Notice period (at appropriate rate)

With the exception of the redundancy entitlement, the above will also apply, if before joining the School you were made redundant from an organisation covered by the above orders within the last 2 years, or if you left such an organisation for maternity reasons within the last 8 years, and have not been in permanent full time paid employment since. The 8 year time limit does not apply in the latter circumstances for the calculation of annual leave.

## Job Title

Your job title is set out on Page 1. Your job requires you to undertake the duties set out in the Job Description and Person Specification.

You may be required to undertake additional or other duties as may be appropriate to achieve the objectives of the post and as directed and deemed appropriate by your Line Manager.

## Salary

Your annual salary, inclusive of London Weighting Allowance, is confirmed on Page 1. Your annual salary will be pro rata if you are a part time or fixed term apprentice, or if you work term time only.

Your annual salary is in line with the spine range used by the National Joint Council for Local Government Services under the Single Status Agreement. The operative date for national pay awards is currently 1st April of each year.

## **Increments**

Within the School, salaries are subject to annual review and you may be entitled to receive an increment provided that it is within your grade and subject to satisfactory conduct and performance.

Providing conduct and performance are satisfactory:

* Staff taking up post between 1st April and 30th September can receive their first increment with effect from the following 1st April, and thereafter each 1st April
* Staff taking up post between 1st October and 31st March can receive their first increment 6 months after their start date, and thereafter each 1st April

You will be notified on your pay slip of changes in your rate of pay resulting from incremental progression and any pay awards or increases in London Weighting.

## Pay Intervals

You will be paid monthly by Bank Credit Transfer on the 15th day of each calendar month, or the working day immediately prior if that day falls on a weekend or public holiday. You will be paid two weeks in arrears and two weeks in advance.

You must always maintain a suitable Bank/Building Society account into which your salary payment can be made. You will need to provide the Business Manager/Bursar with relevant current details and any future changes to the details.

## Deductions from Salary

The School has the right to make deductions from your pay in circumstances where, for any reason, there has been an overpayment of remuneration, expenses or other emoluments, or any other payment in excess of the contractual entitlement or in the case of expenses, the amount of reimbursement due. Such deductions are without prejudice to any deductions made in accordance with a statutory requirement or court order, as a result of a disciplinary decision, in respect of any other contractual arrangement(s) authorised by you for the payment of sums to third parties e.g. Council Tax or because you take part in industrial action.

## Hours of Work

The full time working week for school employees is 36 hours (excluding lunch breaks). Your working hours are confirmed on Page 1.

Working hours are subject to variation in the interest of the efficiency of the School following consultation and reasonable notice. Your manager will notify you of any changes.

## Shift working

Where systems of shift work are in operation, the School reserves the right to amend or alter the systems.

## Terms and Conditions of Employment

Either party may terminate this agreement by providing the minimum of one month’s notice.

During your employment, terms and conditions of employment will be in accordance with the following:

* Collective agreements negotiated from time to time by the National Joint Council for Government Services (NJC) as set out in the Scheme of Conditions of Service known as the ‘Green Book’, and the Greater London Provincial Council (GLPC).
* Any local collective agreements relevant to your employment reached with the trade unions recognised by Hackney Council and the Hackney Learning Trust, and the rules and procedures made by Hackney Council and the Hackney Learning Trust directly affecting other terms and conditions of your employment.
* The NJC agreements that currently have a direct effect on your terms and conditions are:

1. Appointment, promotion, probation.
2. Sickness payments.
3. Official conduct.

* The GLPC agreements directly affecting your terms and conditions currently cover:

1. Salary and grading provisions.
2. Appeals against salary grading.
3. Travelling, subsistence and disturbance allowance.

* The rules, provisions and framework documents made by the Council affecting other terms and conditions of employment currently are, for example:

1. Financial rules and regulations (the Council’s standing orders).
2. The School’s codes of conduct for employees (copy attached).
3. The disciplinary procedure.
4. The unsatisfactory performance procedure.
5. The grievance procedure.
6. The organisational change procedure.
7. The sickness absence procedure.
8. The overpayment policy.
9. The retirement policy.
10. Job evaluation.

These documents are available for reference at the School.

The School reserves the right to modify these rules, provisions and documents following consultation with elected trade union representatives.

From time to time variations to your terms and conditions of employment will result from negotiations with the appropriate trade unions recognised by the Council and Hackney Education. These variations will, as required, either be separately notified to you, or otherwise be incorporated in the documents to which you have reference.

## Data Protection

The School is committed to complying with the principles and requirements of the Data Protection Act 2018 in relation to the holding and processing of your personal data, including special categories of data.

* The School will hold and process, both electronically and manually, personal data relating to you which is necessary for the performance of this contract and for other lawful processing reasons such as where it is in The School’s legitimate interests and where it is necessary for compliance with a legal obligation.
* Such personal data includes, without limitation, your employment application, references, bank details, performance appraisals, holiday and sickness and other absence records, expenses information, salary reviews, remuneration details, data regarding employment benefits and other records which may include special category data (as defined by the General Data Protection Regulation) relating to your physical or mental health, racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, sexual life, biometric data or genetic data.
* The School may make your personal data available to any third parties that provide products or services (such as HR and Payroll system administrators, pension administrators and benefits providers), regulatory authorities, or with the police, prosecutors and others (referred to in the DPA as “competent authorities”) as may be required by law.
* You have an obligation to comply with The School’s Information Security and Governance Policy and Framework. You are further obliged to comply with The School’s Privacy Statement and any data protection policy and school processes for the proper management of employee and customer data as amended from time to time. You hereby acknowledge that, by signing this contract, you have read and understood

## Annual Leave

Your basic annual leave entitlement is 27 days (including 20 statutory days) plus 8 bank holidays. Employees contracted to work less than or more than 5 days per week have their annual leave and bank holiday entitlement calculated on a pro-rata basis.

Additionally 5 days long service leave is awarded to employees who (at the start of the leave year, 1st April) have completed 5 years’ continuous service in local government.

Up to 5 days annual leave not taken during the leave year may be carried forward into the next leave year, this must be taken by the end of June of the following leave year.

The annual leave period shall be from 1st April to 31st March. Those employees starting or leaving employment during the year are entitled to annual leave proportionate to the number of completed months of service during the year. Normally, employees should take any outstanding leave prior to their last working day with the School.

If, on termination, leave has been taken in excess of entitlement (calculated by reference to the proportion of the holiday year worked), you will be required to pay the School the salary equivalent of the excess and the School reserves the right to deduct this payment from any salary due to you.

If you are a term-time only employee, all your annual leave must be taken during the school holidays. You cannot accrue annual leave from one year to the next. Your holiday entitlement is calculated simply for the purpose of calculating your pay-rate.

## Other paid leave

Subject to qualifying criteria you may be entitled to the following entitlements and benefits:

* Adoption Leave
* Bereavement Leave (including Parental Bereavement Leave)\*
* Dependency Leave
* Domestic Violence Leave
* Maternity Leave
* Paternity Leave
* Public Duties Leave
* Premature Baby Leave
* Reserve Forces Leave
* Right to Request Flexible Working
* Shared Parental Leave
* Special Leave: Public Duties, Funerals, Weddings, Removals, Interviews, Presentation of degree to a full time teacher, Court Attendance, Inquests, Appeal Hearings (Whitely Body), Religious Observations.
* Study and Exam Leave
* Time off to attend antenatal care
* Time off to attend medical appointments (in specific circumstances)\*
* Time off to attend Trade Union Meetings

Full details of each scheme is available on the Services for Schools website.

## Unpaid Leave

Subject to eligibility you may also qualify for unpaid leave for:

* Parental Leave
* Time off to Accompany a Pregnant Person

In some cases, the paid leave provisions in the previous section, may also attract reasonable unpaid leave.

Full details of each scheme is available on the Services for Schools website.

## Non contractual benefits

A range of staff benefits that are **not contractua**l may be available to you. For eligible staff, this includes:

* Childcare Voucher scheme (for existing members only) **{delete if not applicable}**
* Cycle to Work Scheme **{delete if not applicable}**
* Discount Card and Schemes; including local discounts
* Discounted Gym membership **{delete if not applicable}**
* Early access to pay **{delete if not applicable}**
* Employee Assistance Programme **{delete if not applicable}**
* Low costs loans
* Season Ticket Loan **{delete if not applicable}**
* Tenancy Deposit Loan Scheme **{delete if not applicable}**

The School reserves the right to change or remove your entitlement to these benefits at any time.

Full details of each scheme will be provided to by the School.

## Paid weeks per year

Staff who work all year round will be paid for 52.14 weeks per year and will receive the full time equivalent (FTE) salary.

Staff who work term time only will be paid on a pro rata basis. The number of weeks per year that they are paid for will be based on:

* 38 working weeks
* 1 week of INSET days (where applicable)
* annual leave, bank holidays and long service leave (where applicable) on a pro rata basis

This will equate to:

* Staff with less than five years’ service 44.99 paid weeks per year
* Staff with five or more years’ service 46.01 paid weeks per year

If staff work term time plus additional weeks then the above figures will be increased in line with the Local Government term time pay model.

## Sickness Absence and Sick Pay

The provisions relating to sickness payments are contained in the ‘Green Book’, a copy of which is available for reference from your manager.

Your entitlement to sickness pay

|  |  |  |
| --- | --- | --- |
| **For sickness during …** | **Full Pay\*** | **Half Pay\*** |
| First 4 months | 1 month | Nil |
| 5th to 12th month | 1 month | 2 months |
| 2nd year | 2 months | 2 months |
| 3rd year | 4 months | 4 months |
| 4th and 5th year | 5 months | 5 months |
| Thereafter | 6 months | 6 months |

The above service requirements relate to continuous service and not just service with the School.

**Notification requirements**

Employees must follow the School procedure to report absence as early as possible on the first day of absence. When reporting absence they must state:

* the nature of the absence, and
* when they expect to attend work again.

Unless otherwise agreed by the Headteacher this method of notification should be repeated on each subsequent day of sickness absence.

Failure to follow this notification procedure may result in the absence being recorded as unauthorised. In order to qualify for sickness payments you must comply with the rules of reporting sickness. .You must also notify your Headteacher if you consider the absence to be due to an industrial injury or disease

## Notice periods

The notice period you are required to give the school is confirmed on Page 1.

**Employer’s notice:**

The minimum period of notice (except in cases warranting summary dismissal) to which you are entitled is:

Less than 5 years continuous service = 4 weeks minimum notice

More than 5, but less than 12 years = 1 additional week for each year

12 years or more = 12 weeks

**Employee’s notice:**

Employees may terminate their employment with The School by giving notice according to Grade:

* For positions graded Scale1 to PO3 – Four weeks’ written notice if you are paid monthly.
* For positions graded PO4 and above – eight weeks’ written notice

Resignations should be given to your immediate supervisor and copied to the Business Manager/Bursar/Personnel department.

**Additional requirements**

The school may, during the notice period, require you to remain away from work, regardless of whether the school or you gave notice. During this period you will continue to receive all salary and benefits but you may not undertake any employment or work on a self-employed basis without the school’s prior permission.

## Local Government Pension Scheme

## The law requires all employers to automatically enrol their eligible jobholders into a workplace pension. You will be automatically enrolled into the LGPS scheme on your first day of service.

## The scheme is contracted out of the State Earnings Related Pensions Scheme (SERPS) and accordingly, national insurance contributions are payable at the reduced rate. A contracting out certificate to this effect is in force.

## Disciplinary Procedure

The disciplinary rules applicable to you are set out in the School’s Code of Conduct and Disciplinary Policy. You are strongly advised to familiarise yourself with the details of these documents which are to be found on the Services for Schools website.

## Probationary Period

Your probationary period is set out on Page 1. All new staff will need to satisfactorily complete a probation period before their appointment is confirmed. During your probationary period, you will be expected to establish your suitability for the post.

The probation period may be extended if deemed appropriate by the manager. The appointment is subject to termination during any stage of the probation period, given the appropriate period of notice under the terms of employment.

On satisfactory completion of the probationary period you will be notified in writing that your employment is confirmed.

## Training

The funded training associated with your Apprenticeship will be detailed for you in a separate document, and will depend on the specific apprenticeship.  You must comply with the training as set out.

In addition, you will be required to complete training on [e.g. child safeguarding, health and safety and data protection] *amend as appropriate*.

You will be required to attend any additional training deemed appropriate by your manager.

You will be paid at your normal rate of pay for any mandatory training you undertake and the costs of mandatory training will be met by the School.

Attendance at training during work time or that incurs a cost is subject to management approval.

## Health and Safety at Work

You should be aware that certain legal duties are imposed upon you whilst at work. These are:

* To take reasonable care of your own health & safety and of the health & safety of persons who may be affected by your acts or omissions at work.
* To co-operate with your employer or any person so far as necessary to enable any duty or requirement imposed by a statutory provision to be carried out or complied with.
* To neither intentionally nor recklessly interfere with or misuse anything provided in the interests of health & safety or welfare in pursuance of any of the relevant statutory provisions.

A copy of the School’s health and safety policy is available from the School office.

## Political restriction

The Local Government and Housing Act, 1989, restricts staff in some Council posts from undertaking certain political activities. Posts grades at spinal column point 44 and above are automatically on the Council’s list of politically restricted jobs.

## Declaration of pecuniary and personal interests

The Council believes that the people of Hackney have the right to expect the highest standards of conduct from employees, and that employees have an obligation to avoid conflicts between their private interests and their duty to the Council. The Council has established a central register of officers’ interests. If your post is spinal column point 33 or above, you are required to complete and return a declaration of interests form (available from your manager). You are also required to update the register if there are changes to your personal or pecuniary interests. The form itself gives you more details.

## Additional employment

You are required to inform your line manager / service head of any additional employment (paid or unpaid) within or outside of the Council.

## Membership of a Trade Union

The following rights exist in respect to membership and activities:

1. the right to be a member of such Trade Union as you may choose;
2. the right not to belong to a Trade Union;
3. the right where you are a member of a recognised Trade Union to take part in its activities at appropriate times and to seek election to office in the union, and to hold office in the union.

The School, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. The School recognises the following Trade Unions for collective bargaining purposes: UNISON, UNITE, GMB, NEU, NAHT, Voice, NASUWT and ASCL.

## Equal opportunities in employment

The School is an equal opportunities employer. All employees are required to carry out duties in the context of and in compliance with the Council’s equal opportunities policies.

## Apprenticeship contract

Your employment will be an Apprenticeship basis and will start on {START DATE} and continuing until {END DATE}.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  |  | |
| **Employee:** | |  | **For and on behalf of the Employer:** | |
| I accept the Contract of Employment and Terms and Conditions of employment laid out within this document. | |  |  | |
|  | |  |  | |
| Signed: |  |  | Signed: |  |
| Print Name: | {NAME} |  | Print Name: | {HEAD TEACHER} |
| Date: |  |  | Date: |  |
|  | |  |  | |