



**BDAT STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT  
SLT STAFF CONTRACT**

The Employment Rights Act 1996 requires us to notify you of certain basic terms of employment within two months of your commencing work. This written statement of terms and conditions of employment is in accordance with section 1 of the Employment Rights Act 1996. Save where set out within this agreement, your terms and conditions will be in accordance with the School Teachers' Pay and Conditions, the Conditions of Service for School Teachers in England (the Burgundy Book) and other collective agreements detailed below.

Please note the phrases 'BDAT' and 'the Trust' are used interchangeably throughout.

<b>NAME OF EMPLOYEE:</b>	[insert name] [insert address]
<b>NAME OF EMPLOYER:</b>	Bradford Diocesan Academies Trust ("BDAT")
<b>WORK LOCATION</b>	[insert name of Academy] ("the Academy") [insert address]
<b>JOB TITLE:</b>	[insert job title]
<b>GRADE OF POST:</b>	[insert grade]
<b>COMMENCEMENT DATE:</b>	[insert start date]
<b>DATE OF CONTINUOUS SERVICE:</b>	[insert continuous service date]

Your employment with BDAT is a permanent position.

OR

Your employment is fixed-term due to BDAT employing you on a specific project which is for **DETAILS OF PROJECT**. Subject to the terms below, prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There can be no guarantee of an extension to your appointment or that you will be offered an alternative contract of any kind.

OR

This contract is fixed-term due to your post being externally funded by **FUNDING PROVIDER**. Subject to the terms below, in the event that this funding is not renewed it is likely that your current contract would be terminated on the expiry of the fixed-term contract. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There can be no guarantee of an extension of your appointment or that you will be offered an alternative contract of any kind.

OR





## Bradford Diocesan Academies Trust

The reason for this fixed-term appointment is to cover the absence of **NAME'S** maternity leave. **NAME'S** leave entitlement ends on the **END DATE** but she could return earlier if she so chooses, therefore (subject to the terms below) your appointment is subject to three weeks' notice in writing on either side and will in any event terminate on the **END DATE**. However, should **NAME** decide to terminate her employment, your position would be reconsidered. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There is no guarantee that your appointment would be renewed or that you would be offered an alternative contract of any kind.

OR

The reason for this temporary appointment is to cover the leave of absence of **NAME**. Subject to the terms below, your temporary appointment to this post will end on **NAME'S** return or on the **END DATE**, whichever is sooner. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There is no guarantee that your appointment will be renewed or that you will be offered an alternative contract of any kind.

### Probationary Period

The first school term of your employment will be a probationary period. If you start part way through a term – then the first full term of your employment with BDAT will be your probationary period. During this period, your performance, conduct and suitability for continued employment will be monitored. At the end of your probationary period, your performance will be reviewed and, if found satisfactory, your employment will be confirmed.

If during, or at the end of, your probationary period the Trust considers your performance, conduct or suitability has been less than satisfactory, the Trust reserves the right to *either* pay staff until the end of that term (and in the discretion of BDAT to place them on gardening leave) *or* to extend the period of your probation. The provisions of this paragraph shall apply to any extension of your probationary period. For more information on the terms of gardening leave please read the section on termination. In so far as the terms of this clause conflict with the School Teachers' Pay and Conditions and the Conditions of Service for School Teachers in England (the Burgundy Book) – the terms of this clause prevail.

### Duties

You acknowledge that at all times during your employment you are subject to a duty of goodwill, trust, confidence, good faith and fidelity to BDAT and the Academy. You therefore agree:

- to carry out your duties diligently and to the best of your abilities;
- to comply with all lawful and reasonable instructions of BDAT and / or the Academy and any policies and rules put in place by BDAT or the Academy;
- to do your utmost to promote the interests and reputation of BDAT and the Academy;
- to refrain from making any false or misleading statements relating to BDAT or the Academy or to any of those with whom it works in partnership with; and
- to take all possible care not to damage any of the Academy's property or equipment.





## Bradford Diocesan Academies Trust

From time to time, in line with the needs of BDAT and the Academy, you may be required to carry out alternative or additional tasks, provided these tasks are both reasonable and within your capability. You are expected to carry out any such reasonable request.

BDAT will seek to provide appropriate training and or development to enable you to fulfil the new requirements of your job.

### Work Location

As **<Insert Job title>** your normal place of work will be at **<Insert academy name>**. You may be asked to work in any of the BDAT Academies or in any of the schools/academies BDAT supports on either a temporary or permanent basis, as directed by the Chief Executive Officer of the Trust.

Where you are asked to do so there will be consultation with the employee which will take account of the reasonableness. You will also be given reasonable notice of any change to your normal place of work and BDAT may provide additional remuneration to support you with travel costs, if appropriate. You are not obliged to change your work location and may refuse to move.

You are not required to work outside the UK for more than one month.

### Remuneration

Your salary is determined in accordance with the "BDAT Pay Policy". **The rate of pay you will receive is £ACTUAL SALARY per annum which is PAY POINT**. Your salary will be paid monthly on or around [insert date] of each month into a bank / building society account of your choice. It is a requirement of your employment that you have a bank / building society account open in your name.

BDAT will review your salary on an annual basis. Any incremental pay progression will be in accordance with BDAT Pay Policy and is subject to satisfactory performance. BDAT is under no obligation to increase your pay if in the view of BDAT you have failed to meet your performance objectives. BDAT reserves the right to amend the BDAT Pay Policy at any time.

For the purposes of the Employment Rights Act 1996, you hereby authorise BDAT to deduct from your salary any sums due from you to the BDAT including any overpayments, loans or advances made to you by BDAT. You will be advised of any proposed deductions and where appropriate a repayment plan will be agreed with you.

For the purpose of calculating deductions for additional annual leave, unpaid absences (in accordance with the leave of absence policy or strike days) and sickness entitlement where you do not receive contractual sick pay – each working day shall be worth 1/260<sup>th</sup> of your annual salary.

### Hours of Work

**Full-time Teachers** – The hours of work shall be as reasonably determined by BDAT and the Academy.



OR

Part-time Teachers – Your hours will be X% of the School's Timetabled Teaching Week (STTW).

Subject to any relevant orders made by the Secretary of State for Education and Employment under the School Teachers' Pay and Conditions Act 1991 and any successor legislation, a teacher employed full time shall be available for work for 195 days (39 weeks) in any academic year, of which 190 days shall be days on which you may be required to teach pupils in addition to carrying out other duties, and those days shall be specified by BDAT.

You shall be available to perform such duties at times and at places as may be specified by BDAT, for 1265 hours in any academic year, those hours to be allocated reasonably throughout those days in the academic year on which you are required to be available for work.

In addition to the requirements set out above, you shall work additional hours as may be needed to enable you to discharge effectively your professional duties, including, in particular, the marking of pupil's work, supporting the writing of reports on pupils and the preparation of lessons, teaching material and teaching programmes and supporting national examination results days (secondary Academies only). However, the amount of time required for this purpose beyond the 1265 hours and the times outside the 1265 specified hours shall depend upon the work needed to discharge your duties.

You will work the following days each week: Monday to Friday (or if PT, state days). Starting and finishing times are subject to the requirements of the academy in which you are carrying out your duties. School hours are currently ..... , although may be varied following consultation.

You may not without the prior written consent of the Trust CEO in addition to your work with BDAT, engage, whether directly or indirectly, in any other work which could or might reasonably be considered by other to impair your ability to act at all times in the best interests of BDAT or where working for such an organisation might bring BDAT's or the Academy's reputation into disrepute.

#### Period of Continuous Service

Your period of continuous service with BDAT for statutory employment rights dates from your agreed start date.

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders (which covers local authorities and related bodies) this will be used in calculating your entitlement to a redundancy payment, sickness allowance, maternity leave (but not to Occupational Maternity Pay) and annual leave.

If you believe that the date given above is incorrect, please inform the BDAT Trust Business Manager as soon as possible.



### **Pension Arrangements**

Unless you have elected to opt out of the Teachers' Superannuation Scheme, contributions at the appropriate rate within the range as determined by the Teachers Pension Scheme will be deducted from your salary payment. If you have not already opted out of the scheme, but wish to do so, please refer to page 7 of the Teachers' Pensions Member Guide for details of the how to do so. Further information may be found on the website at [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk)

### **Annual Leave**

Teachers do not have an annual leave entitlement as such but vacations are taken in accordance with the termly division of the normal Academy year. Annual leave must (and must only) be taken during Academy holiday periods. Except in cases of serious urgency, no teacher may, without previous permission, be absent from duty for any reason other than personal illness.

### **Unauthorised absence from work**

Unauthorised absence from work is a breach of contract and may result in the withdrawal of salary payments for the period of absence or in some circumstances disciplinary action up to and including dismissal.

### **Family leave rights**

Maternity, paternity, adoption and share parental leave will be granted in accordance with statutory entitlements save where you have a greater entitlement either under local or national agreements or in accordance with the Trust's policies. Further details are available from the BDAT Trust business manager.

### **Sickness Absence Notification Arrangements and Pay**

If you are unable to attend work because of illness or injury, you should contact the Academy by telephone and follow the Academy's notified absence procedure and in any event no later than half an hour before your normal starting time on the first day of absence. Please state the date on which you first felt too ill to work, including Saturday and Sunday, and provide an indication of your expected date of return. You should maintain appropriate contact with the Academy everyday (unless otherwise instructed or covered by a medical certificate) with regard to your ongoing absence and its likely duration. Text messages and / or emails are not accepted forms of contact with the Academy or BDAT.

The Academy will need to consider appropriate cover arrangements during your absence, and it is therefore essential that you comply with the reporting arrangements.

When you return to work, you will be required to complete a self-certification form in respect of days 1-7, inclusive, of your absence. If your illness continues for more than seven days, including Saturday





## Bradford Diocesan Academies Trust

and Sunday, you must submit a medical certificate signed by your doctor, as soon as possible. Subsequent certificates must be obtained to cover the ongoing period of your absence and you should obtain a signing off note indicating that you are fit to return to work.

The amount of sick pay and the terms applicable are detailed in BDAT's Attendance Management Policy.

### Insurance Cover

Details of the insurance cover for teachers are available from the Academy office and will be no less favourable than the provisions contained in the 'Burgundy Book', which cover the following areas:

- Assaults on teachers
- Compensation for victims of crimes of violence
- Loss or damage to personal property
- Teachers on "Out of Academy" activities

### Termination and notice periods

Your employment with BDAT may be terminated (at any time) due to exceptional circumstances by BDAT:

1. without notice or payment in lieu of notice if you are guilty of gross misconduct.
2. with or without notice in writing if you are guilty of misconduct in accordance with their disciplinary procedures and/or serious or persistent negligence in the performance of your duties under the terms of your contract of employment.

Outside of your probationary period and save where BDAT dismiss you by reason of redundancy - your employment will be subject to termination by BDAT giving notice of no less than three months. Such notice may be given by BDAT at any time.

Where BDAT dismiss you by reason of redundancy then your employment will be subject to BDAT giving notice of no less than two months expiring on 31 December or 30 April, and by no less than three months' notice expiring on 31 August, as per Standard Teacher Pay and Conditions document (the Burgundy Book).

If you wish to terminate your employment with BDAT you must provide notice of no less than two months expiring on 31 December or 30 April, and by no less than three months' notice expiring on 31 August.

In so far as the terms of this clause conflict with the School Teachers' Pay and Conditions and the Conditions of Service for School Teachers in England (the Burgundy Book) – the terms of this clause prevail.





## Bradford Diocesan Academies Trust

Once notice to terminate the employment has been given by BDAT or by you, the Academy (in its absolute discretion) shall be under no obligation to provide you with any work and may exclude you from the premises of the Academy provided that salary and all other contractual benefits shall not cease to be payable or provided by reason only of BDAT exercising its rights under this clause. During any such period garden leave, you shall not be entitled to provide services for any other organisation in any capacity whatsoever.

In all circumstances BDAT reserves the right to make a payment in lieu of notice (PILON) in its absolute discretion.

### Capability Procedure

Your appointment is subject to performance review and in the event that you do not achieve the appropriate standards, the Capability Procedure adopted by the Trust will usually be followed. A copy of this procedure, which does not form part of your contract, is available from the Academy office. The Capability Procedure will not usually be followed during your Probationary Period.

### Disciplinary Procedure

If it is necessary to take disciplinary action in relation to your employment, the Disciplinary Procedure adopted by the Trust will usually be followed. A copy of this procedure, which does not form part of your contract, is available from the Academy office. The Disciplinary Procedure may not be followed during your Probationary Period.

### Grievance Procedure

If you have a grievance relating to your employment, you should initially raise the matter with the Chair of Governors. If you are dissatisfied with the outcome of your discussion, you should follow the provisions of the Grievance Procedure adopted by the Trust. A copy of this procedure, which does not form part of your contract, is available from the Academy office.

### Union Membership

You have the following rights:

- To be a member of such trade union or professional association as you may choose;
- Where you are a member of a trade union or professional association, to take part in the activities of such trade union or professional association, at any appropriate time, and the right to seek and hold office in it;
- If you so desire, to be a member of no trade union or professional association or other organisation or workers, or to refuse to be a member of any particular trade union or other organisation of workers.



### **Equal Opportunities**

BDAT is an equal opportunities employer and expects all its employees to behave in a manner consistent with its Equal Opportunities Policies. Failure to do so may lead to disciplinary action. Equally, the Governing Body do not wish any of its employees to be subject to any form of harassment, discrimination or victimisation. Instances of such behaviour should be reported to the Chair of Governors.

Acts of discrimination, harassment or victimisation against employees, pupils, clients or members of the public on the grounds of race, colour, creed, ethnic or national origin, disability, age, sex, sexual orientation or marital status may be regarded as a breach of contract.

### **Confidentiality**

Without prejudice to the Governing Body's Whistleblowing Procedure, you may not during or after your employment disclose to anyone, other than in the proper course of your employment, any information of a confidential nature relating to the Academy or its pupils. Breach of this clause during your employment may be treated as gross misconduct.

### **Copyright**

BDAT shall be the legal and beneficial owner of the copyright in and all other rights to the results of the development of and the application of all work produced by you during the course of your employment and as a consequence of your employment.

### **Data Protection**

As your employer details of personal information will be maintained and will only be provided as required, in relation to your employment. By signing the contract, consent is given to creating and maintaining computer and paper based records and you have a right to access the information that is held about you.

### **Health and Safety at Work**

All employees are responsible for working in a safe way which ensures their own safety and that of others in the workplace. BDAT wishes to ensure that all employees are fully aware of their own duties under the Health and Safety at Work Act and associated legislation.

A copy of the relevant health & safety policies and any associated procedures are available to download from BDAT's website. Individuals disregarding their duties and responsibilities under the act may be in breach of contract.







**Bradford Diocesan  
Academies Trust**

### **Training**

The Trust will determine training needs from time to time to best meet the needs of the Trust and individual. The Trust will always bear the cost of job-related training, and where you undertake career progression training at the behest of the Trust.

For all other training, you may be required to sign a training agreement relating to repaying the cost (or part of the cost) of training should you leave the employment of the Trust prior to completion of the payback period.

### **General Terms and Conditions of Employment**

This document contains your terms and condition of employment. Save where they conflict with the terms of this agreement, your terms and conditions of employment will be in accordance with the burgundy book (Conditions of Service for School Teachers in England) and the current School Teachers' Pay and Conditions Document.

Save where they conflict with the terms of this agreement, your terms and conditions may be affected by local collective agreements relevant to your employment reached with the recognised trade unions and any regulations which are issued by the DfE.

Where there is a conflict, the terms of this agreement will prevail.

Details of all policies affecting your employment can be requested from BDAT.

### **Policies and Procedures**

Copies of the relevant conditions of service and BDAT's policies and procedures may be found on BDAT's website. BDAT and/or local governing body reserves the right to amend its policies, procedures and codes of practice. Any future changes in your conditions of service will be entered in the appropriate document(s) or otherwise recorded for reference as soon as practicable.

### **Special Conditions**

The offer of appointment is conditional upon a satisfactory vetting (including enhanced disclosure report from the Disclosure and Barring Service and two references). Accordingly, you must note that should information be provided in the DBS disclosure or any other source, which you failed to disclose to the Academy your employment will be reconsidered with a view to withdrawal of the offer of employment or termination of employment, without notice.

The possession of a criminal background may not automatically debar you from taking up employment in this post, unless the offence is one specified under the Protection of Children Act 1999 or the Criminal Justice and Courts Services Act 2000.

Throughout your employment with the Academy, you are under an ongoing obligation to disclose to the Academy of any changes / information which may affect your suitability for continued





employment. Failure to disclose information to the Academy may result in disciplinary action which could result in the termination of your employment, without notice.

The terms set out in this Agreement are in substitution for and supersede any previous terms and conditions of your employment with the Academy whether oral or in writing.

The Trust reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of a general notice to all employees and any such changes take effect from the date of the notice. Where any such change affects or alters any of the information contained in this agreement, you will be given individual notice of such changes within one month after the change.

**Additional terms and conditions of service applicable to your employment are:**

- a) You are required to provide evidence of Qualified Teacher Status in order to be paid as a qualified teacher.
- b) Your details will be checked with the Teaching Agency to ensure that you have QTS and do not have any restrictions to teach relating to any misconduct. If you have or incur any restrictions relating to teaching you are required to inform the Academy immediately and may impact your contract of employment.

Please sign and return one copy of this contract to confirm your acceptance to the school office.

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**ACCEPTANCE OF CONTRACT OFFER**

I accept the offer of employment as above and accept the terms and conditions of employment.

Signed by employee: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of BDAT: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

