

Contract Of Employment Part time fixed term

PARTIES

- (1) ("the Trust")
- (2) ("the Teacher")

1 APPOINTMENT

- 1.1 The Trust appoints the Teacher to the post of part time teacher at the Trust's school in ("the School").
- 1.2 The appointment shall commence on and terminate on
- 1.3 No period of service by the Teacher with any previous employer shall count as part of the Teacher's continuous period of employment.

2 DUTIES

- 2.1 The Teacher shall be employed in part time service and shall take such part in the teaching and internal management of the School as the Senior Teacher may reasonably direct from time to time and the Teacher shall well and faithfully perform such duties in, about or in connection with the School as shall be entrusted to him/her from time to time by the Senior Teacher.
- 2.2 The Teacher shall abstain outside his/her hours of work for the School from any occupations, engagements or pursuits which, in the reasonable view of the Senior Teacher, interfere with or adversely affect the due performance of his/her duties.
- 2.3 During his/her continuances of employment the Teacher will at all times and in all respects conform to and comply with the proper and reasonable directions of the Senior Teacher.
- 2.4 The Teacher shall report to the Senior Teacher.

3 NORMAL PLACE OF WORK

- 3.1 The Teacher's normal place of work is
- 3.2 There are no particulars to be entered in to this contract with regard to the Teacher working outside the United Kingdom.

4 HOURS OF WORK

- 4.1 The Teacher's working hours shall be such as may be reasonably required by the School. The Teacher's hours of work will vary according to the requirements of the School.
- 4.2 The Teacher's hours of work shall be set annually by the Trust prior to the commencement of the relevant academic year and shall subject to the provisions of clause 4.3 initially comprise of 9 hours per week Timetabled Lesson Time.

4.3 If circumstances necessitate, the Teacher's hours set in accordance with clause 4.2 may be varied by the Trust during any academic year by the Trust giving not less than one month's notice to the Teacher of any such variation required to the Teacher's hours of work.

5 REMUNERATION:

5.1 The Teacher will be employed part time. The Teacher shall receive a salary calculated in accordance with the formula set out in Schedule 1. The salary for an equivalent full time teacher, to which the calculations will apply, is

5.2 Salaries will be reviewed annually. Such review does not give any right to an automatic increase.

5.3 The salary shall be paid monthly in arrears by direct credit transfer.

5.4 Salary shall be paid to the Teacher:

5.4.1 from 1st September if he/she commences duty at the beginning of the Autumn Term;

5.4.2 from 1st January if he/she commences duty at the beginning of the Spring Term;

5.4.3 from 1st May (or the first working day of Summer Term whichever is the earlier) if he/she commences duty at the beginning of the Summer Term; or

5.4.4 from the first working day if the Teacher takes up his/her appointment during term.

5.5 In the event of termination of the Teacher's appointment:

5.5.1 at the end of the Summer Term, he/she will be paid salary to the 31st August;

5.5.2 at the end of the Autumn Term, he/she will be paid salary to the 31st December;

5.5.3 at the end of the Spring Term, he/she will be paid salary to the 30th April;

5.5.4 during term time he/she will be paid up to and including the date of termination; or

5.5.5 on the death of the Teacher, salary will be paid up to and including that date.

5.6 For the purpose of determining salary due at dates other than monthly intervals, salary shall accrue from day to day during term-time and holidays periods, $\frac{1}{365}$ th (or $\frac{1}{366}$ th in the case of a Leap Year) being payable in respect of each day in the year.

6 PENSION

6.1 The Teacher is eligible to join the Teachers' Pension Scheme, subject to the rules of the scheme from time to time in force. Further details of the scheme are available from the CEO.

6.2 There is a contracting out certificate in force in respect of the Teacher's employment.

7 BENEFITS

- 7.1 Subject to the Trust's right to terminate the Teacher's employment, if the Teacher complies with any eligibility or other conditions imposed by the Trust or by the insurance provider, the Teacher may be eligible to receive payments under the Trust's Personal Accident and Sickness insurance arrangement if he/she is absent from work due to injury or sickness. The terms and level of such cover will be in accordance with and are limited to the Trust's insurance policy as amended from time to time.
- 7.2 The Teacher agrees that he/she has no right of action against the Trust if the insurance provider fails or refuses to provide the Teacher with any benefit under the insurance arrangement provided by the Trust.
- 7.3 The Trust reserves the right to withdraw the insurance arrangement at any time.

8 SICK PAY AND PROCEDURE

- 8.1 In the event of the Teacher's absence for whatever reason the Teacher or someone on his/her behalf should contact the Senior Teacher or the CEO on the first day of the absence to inform him/her of the reason for the Teacher's absence.
- 8.2 If the absence is due to sickness an absence record form should be completed within 7 days of the commencement of the period of absence.
- 8.3 A medical certificate signed by the Teacher's doctor as to the reason for the absence must be handed or sent to the Senior Teacher or the CEO if he/she is absent for any period of 7 consecutive days or more. A new medical certificate should be sent each week.
- 8.4 For the purposes of the Statutory Sick Pay scheme the agreed 'qualifying days' are Monday to Friday.
- 8.5 The Trust reserves the right at its expense to require the Teacher to be examined at any time by an independent doctor nominated by the Trust. In this event the Teacher authorise such doctor to notify the Trust of any matters he or she considers may impair the Teacher from properly performing his/her duties.
- 8.6 There is no contractual right during the Teacher's first year of employment with the Trust to payment in respect of periods of absence due to sickness or incapacity, but such payments are at the discretion of the Trust. Once the Teacher has completed one year of continuous employment, the Teacher will continue to be paid during absence due to illness (such payment to be inclusive of any statutory sick pay or social security benefits to which the Teacher may be entitled) in any consecutive 52 weeks period as set out below:

<u>Years of service</u>	<u>No of working weeks on full pay</u>
After 1 year but less than 2 years	1 week
After 2 years but less than 3 years	2 weeks
After 3 years	3 weeks

Thereafter the Teacher will continue to be paid salary only at the discretion of the Trust.

9 HOLIDAYS

9.1 Subject to any reasonable requirements by the School the Teacher shall be entitled to paid leave of absence from the School during normal School holidays.

9.2 Holiday will be paid at a rate equal to the normal salary being paid to the Teacher.

9.3 Public holidays occurring when the School is in session are working days.

9.4 Holidays under the Working Time Regulations 1998 ("the Regulations") accrue to the Teacher in accordance with the Regulations. The first 20 days of holiday (including public holidays when the School is not in session) which the Teacher takes in any School year will be deemed to satisfy his/her entitlement to annual leave under the Regulations.

9.5 For the purposes of the Regulations the holiday year follows the School year, that is 1st September to 31st August.

10 TERMINATION OF EMPLOYMENT

10.1 The Teacher is employed on a fixed term contract, which will expire on Tuesday 24th August 2012. [It may be terminated at any time before expiry of the fixed term by either party giving to the other 1 months written notice.

10.2 In accordance with the Trust's rules and disciplinary procedures the Trust can terminate the Teacher's employment summarily without notice or payment in lieu of notice if the Teacher is guilty of a serious breach of his/her contract of employment or if the Teacher commits an act of serious misconduct which can occur if the Teacher is seriously negligent or demonstrates serious deficiencies in performance.

11 GRIEVANCE PROCEDURE

In the event that the Teacher has any grievance concerning his/her employment the Teacher should first raise this orally/in writing with the Senior Teacher. If the matter is not resolved at that level the Teacher should follow the Trust's Grievance Procedure which is attached. There is a right of appeal as set out in the Grievance Procedure. The Grievance Procedure is not contractual.

12 DISCIPLINARY RULES

12.1 The disciplinary rules applicable to the Teacher's employment are set out in the Trust's Disciplinary and Dismissal Procedure which is attached. The Disciplinary and Dismissal Procedure is not contractual and the Trust may change the terms of the Disciplinary and Disciplinary Procedure at any time at its absolute discretion.

12.2 The Trust expressly reserves the right to suspend the Teacher from employment pending full investigation of any disciplinary or related matters. During any such period of suspension the Teacher will continue to be paid his/her full basic salary.

13 DISCIPLINARY APPEALS

If the Teacher is dissatisfied with any disciplinary decision affecting him/her or any decision to dismiss him/her the Teacher should raise this in writing with the Trustees giving the grounds for his/her appeal. The appeal must be lodged within 5 working days of the disciplinary decision or decision to dismiss being confirmed to him/her in writing. In respect of any appeal the Teacher should always follow the Appeals Procedure set out in the Trust's Disciplinary and Dismissal Procedure.

14 DEDUCTIONS FROM SALARY

For the purposes of the Employment Rights Act 1996 the Teacher hereby authorises the Trust to deduct from his/her remuneration (which for the purposes of this clause shall include salary, reimbursement of expenses, holiday pay and sick pay) any amounts due to the Employer including without limitation, any overpayment, loans, or sums advanced to the Teacher by the Trust. The Teacher will be informed, prior to any deductions being made of the amount / amounts outstanding and the rate of deduction

15 ETHOS AND GUIDING PRINCIPLES

15.1 The Trust is committed to a way of life which is governed at all times and in all respects by the Holy Bible. All aspects of school life are conducted in accordance with the Holy Bible. Schedule 2 sets out the ethos and guiding principles of the Focus Learning Trust School Community ("the Focus Learning Trust Ethos and Guiding Principles"). The Trust reserves the right to amend the Focus Learning Trust Ethos and Guiding Principles at its absolute discretion at any time.

15.2 It is a condition of employment that all employees of the Trust are fully conversant with and conduct themselves in accordance with the Focus Learning Trust Ethos and Guiding Principles. Failure to comply with the Focus Learning Trust Ethos and Guiding Principles, as interpreted by the Trustees, may result in disciplinary action under the Trust's Dismissal and Disciplinary Procedure.

15.3 If the Teacher has any concerns in respect of the Focus Learning Trust Ethos and Guiding Principles or is unclear as to the interpretation of any part of it, he/she should take this up with the CEO or Trustees who will clarify the position and/or explain the Trustees' interpretation of the relevant part.

15.4 The Teacher's employment with the school is subject to the provisions of the Independent Schools (Employment of Teachers in Schools with a Religious Character) Regulations 2003 and in particular the provisions of Regulation 3 in respect of engagement, promotion, remuneration and termination of employment. A copy of the Regulations have been provided separately.

16 COLLECTIVE AGREEMENTS

There are no collective agreements which affect the Teacher's employment under this contract.

17 CONFIDENTIAL INFORMATION

17.1 The Teacher should not, during or after his/her employment, disclose any information belonging to or in respect of the Trust! School or its pupils or parents. All information in respect of the Trust/ School and its business and in respect of its pupils or parents and their affairs is confidential whatever its content. The Teacher has a personal responsibility to protect and maintain confidentiality of that information. The Teacher must not, except as authorised or required by law or his/her employment duties, reveal any confidential information relating to the Trust/School or any of its pupils or parents or any third party. This obligation will continue after the termination of the Teacher's employment.

18 TRUST PROPERTY

On termination of the Teacher's employment for whatever reason the Teacher must return all Trust property including, but not confined to, keys, equipment and all documents, records, correspondence, papers and other materials (and any copies thereof) made or kept by, or provided to the Teacher (whether in hard copy or machine readable form) during the employment. The Teacher will not retain any copies or extracts of such material and will irretrievably delete any information relating to the business of the Trust stored on any magnetic or optical disc or other electronic media or device which is in the Teacher's possession outside the premises of the School.

19 EQUAL OPPORTUNITIES

The Trust is an equal opportunities employer. A copy of the Trust's Equal Opportunities Statement, which is subject to the provisions of the Independent Schools (Employment of Teachers in Schools with a Religious Character) Regulations 2003, will be provided separately. The Equal Opportunities Statement is not contractual.

20 DATA PROTECTION

20.1 The Teacher consents to the Trust obtaining (whether from the Teacher or others) recording and using information about him/her (e.g. age, address, marital status, state of health, performance and disciplinary records) in connection with the Teacher's employment and for so long thereafter as may be reasonably required for the legitimate purposes of the Trust. The Teacher also consents to the Trust disclosing that information other than sensitive personal data (e.g. medical and personal counselling notes) to others with a legitimate reason to receive it (e.g. external advisors, insurers) whether within or without the European Economic Area and in the case of sensitive personal data to the Trust disclosing such information only to professional advisors and/or medical advisors or in connection with legal proceedings.

20.2 By signing this contract, the Teacher expressly consents to the Trust holding and processing Sensitive Personal Data about him/her.

21 CRIMINAL RECORDS BUREAU DISCLOSURE

21.1 As a pre-condition of the Teacher's employment at the School the Trust has obtained and/or inspected an enhanced disclosure from the Criminal Records Bureau ("CRB") in respect of the Teacher prior to the commencement of his/her employment.

21.2 The Teacher is required as a condition of his/her ongoing employment to advise the Trust immediately of any proceedings or prosecutions brought against the Teacher or in which the Teacher is involved or any cautions, reprimands and warnings held on police records, whether central or local, in respect of the Teacher since the date of the last CRB disclosure obtained by the Trust where the nature of such proceedings, prosecutions, cautions, reprimands or warnings may compromise the Teacher's position as having unsupervised access to children and young people.

21.3 The Trust may require the Teacher at any time during his/her employment to make such further application for an enhanced disclosure as the Trust may from time to time deem necessary.

22 CHANGES TO EMPLOYMENT

22.1 In addition to the terms of this contract the Teacher is required to comply with the notices, instructions and other directions which the Trust issues from time to time.

22.2 The Trust may make reasonable changes to the Teacher's terms and conditions of employment. These will be notified to the Teacher in writing. The Teacher will be deemed to have accepted any change made in this way unless the Teacher notifies the Trust to the contrary in writing within one month of receiving notice of such change.

23 GENERAL TERMS

23.1 This contract supersedes any previous arrangements and agreements between the Teacher and the Trust and contains the entire understanding between the Teacher and the Trust.

23.2 The foregoing particulars in this contract are agreed as accurately representing the terms of the contract of employment as at the date of signing.

Schedule 1

Formula for calculation of monthly salary

IN ACCORDANCE WITH CLAUSE 5.1 THE AGREED FULL-TIME EQUIVALENT SALARY IS PER ANNUM

The Trust calculates salary paid on the basis of 1575 teaching minutes in a working week (i.e. 5 days x 7 lessons x 45 minutes).

Salary payments will be based on the following calculations:

- (i) Timetabled Lesson Time will be paid in respect of the lessons taught by the teacher as follows:

PLUS

- (ii) Timetabled Duties (i.e. break time duties and form/registration time) at the following rate:

PLUS

- (iii) Additional Duties i.e. time outside of timetabled lessons during which the teacher is involved in activities as directed or agreed by the Trust including: teaching cover, off-site school outings, inset days, training events, parents evenings, consultation and invigilation of exams etc.

LESS

- (iv) Non Attendance from Timetabled lessons and/or Timetabled duties during the normal 39 school weeks:

per minute worked of non attendance

Schedule 2

Ethos and guiding Principles of the Focus Learning Trust School Community (Clause 15)

1. The Trustees are committed to a way of life which is governed at all times in every detail by the Holy Bible. It is the duty of the Trustees to ensure that all aspects of school life are in accord with the Holy Bible. The conduct of the Students, Staff and Parents must reflect Bible values. The Trustees can in their absolute discretion determine what conduct or activity is in accord with the Bible.
2. At no time can conduct or activity in violation of the Bible be allowed. In particular, teaching staff are required to conduct themselves in their duties modestly and decorously and not engage with students in any manner which encourages over-familiarity. Interaction with students should be positive and professional at all times.
3. The Trustees uphold chastity as a first principle and the teaching staff must conduct themselves in a manner consistent with such principle and especially with respect to setting a proper example for students at the school.
4. The Trustees see that God as Creator is worshipped in accordance with the teachings of the Holy Bible.
5. Focus Learning Trust has developed a series of policies and procedures that are used to govern school activities. These policies and procedures have been developed to reflect the cultural requirements of the Brethren community and are to be implemented in all schools. There are some areas of school life that require specific statements:-
 - 5.1. All teaching programs implemented at Focus Schools are required to be approved by the Focus Learning Trust before implementation. The Trustees reserve the right to vary teaching methods and programs as they see fit. The Trustees desire that students be educated to tertiary education entrance level. Any decisions about Post School educational opportunities are the preserve of the student and his/her family and therefore, not the responsibility of the teaching staff. Teachers are to refrain from influencing students on matters of tertiary education.
 - 5.2. Only educational resources, including texts, film and digital media approved by the Trustees of Focus Learning Trust as part of the educational programme are to be used in Focus Schools.
 - 5.3. The Students, Staff and Parents are expected to conduct themselves in a responsible manner at all times. Smoking, drinking

of alcohol and use of drugs of addiction are not permitted at the school including any school venue or at any school related function.

- 5.4. There will be no inter-school competitions and in general, activities will be restricted to those within the school grounds. Neither dancing nor any other body contact activities will be included or promoted as part of the school activities. Supervising teachers are required to refrain from participating in sports or daily recess activities with students. Only Trustees, parents, supervisors and PE teachers should interact with students in this way.
- 5.5. Participation in excursions is determined on the merits of each venue and the value it has in enhancing the learning opportunities for students. Any overnight and long day trips are to be approved by the CEO. In general, excursions are undertaken on a family basis and parents will be involved in these activities.
- 5.6. Outside the range of scholastic activities there is one aspect of the Brethren lifestyle that occasions comment from time to time. This is our social life which is limited to participants of our communion. This is an area that is vital to us and is most deeply understood by young children as they enter school life. Older children usually have no difficulty with our lifestyle, which is accepted simply without conflict.
- 5.7. A strict dress code applies consistent with the standards set by the Trustees and acknowledged by teaching staff. The Trustees have adopted a code of belief that includes maintaining strict differentiation between male and female dress. The wearing of short trousers by male teaching staff is not considered appropriate. Equally female staff should ensure that dresses or skirts are of at least knee-length, and can be adjusted in the interests of modesty when seated.

In general, dress should be appropriate to both the need to promote a necessary level of respect for the Focus community as well as to suit individual physiology. Clothing must not be revealing or low cut in design. Unorthodox or casual dress and unshaven and long hair for men is inconsistent with the professional image promoted by the School within its community.

Teachers and Students are required not to wear excessive jewellery while engaged at the school or as a representative of the Focus community in any capacity.

Students are required to wear the prescribed uniform while at the school or school related functions.

6. Most Focus Schools are registered as Schools Having Special Religious Character. This concedes certain rights to the schools enabling them to preserve their Christian Ethos and to ensure that nothing exists within the school which would mitigate or contravene this Ethos. Teaching staff are required to respect this Registration at all times and to refrain from doing anything, or behaving in any way, that might prejudice their own position, or the reputation of the School, or the Focus community, in regard to the provisions given by this Registration.

SIGNED by THE **CEO**
on behalf of the Trust

Date

SIGNED by THE TEACHER