

DATED \_\_\_\_\_ 20

**(1) GIRLS' LEARNING TRUST**

**(2)**

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**CONTRACT OF EMPLOYMENT**

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THIS AGREEMENT is dated \_\_\_\_\_ 20

**BETWEEN**

(1) **GIRLS' LEARNING TRUST** whose registered office is at  
**EWELL ROAD, CHEAM, SUTTON, SURREY SM3 8AB ('Trust')**.

(2)

<b>NAME OF EMPLOYEE:</b>	("you")
<b>ADDRESS OF EMPLOYEE:</b>	

**1 INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

**Associated Employer** has the meaning given to it in the Employment Rights Act 1996.

**Commencement Date:** **xxxx**

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs, students, parents, governors and finances of the Trust or any school within the Trust for the time being confidential to the Trust and trade secrets including, without limitation, technical data and know-how relating to the business of the Trust or any schools within the Trust or any of their contacts.

**Incapacity:** any sickness, injury or other medical disorder or condition that prevents you from carrying out your duties.

**School Terms:** being the Autumn Term which is regarded as ending on 31 December, the Summer Term which is regarded as ending on 31 August and the Spring Term which is regarded as ending on 30 April.

**SSP:** Statutory Sick Pay.

**Staff Handbook:** the Trust's Staff Handbook and any policies and procedures issued by the Trust as amended from time to time.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 This agreement shall incorporate the main terms of conditions that the Trust is required to provide you pursuant to s.1 of the Employment Rights Act 1996.

## **2 TERM OF APPOINTMENT**

- 2.1 Your employment under this agreement shall commence on the Commencement Date.
- 2.2 No employment with a previous employer counts towards your period of continuous employment with the Trust.
- 2.3 You consent to the transfer of your employment under this agreement to an Associated Employer at any time during your employment.
- 2.4 For the purposes of determining redundancy payments previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 (which covers Local Authorities and related bodies) will be included.

## **3 EMPLOYEE WARRANTIES**

- 3.1 You represent and warrant to the Trust that, by entering into this agreement or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you and you undertake to indemnify the Trust against any claims, costs, damages, liabilities or expenses which the Trust may incur as a result if you are in breach of any such obligations.
- 3.2 You warrant that you are entitled to work in the United Kingdom without any additional approvals and you will notify the Trust immediately if you cease to be so entitled at any time during your employment.
- 3.3 By signing this agreement you warrant that you are not disqualified or banned from working with, or in proximity to, children or young people aged 18 or under.
- 3.4 The Trust may terminate your employment without notice if any of the above assumptions or warranties proves to be incorrect in any material respect.

## **4 DUTIES**

- 4.1 You shall be employed by the Trust as a **xxxx** at **xxxx High School for Girls**.
- 4.2 During your employment you shall not (without the express written consent of the Trust) whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any other business, trade, school, profession or occupation (or the setting up of any business, trade, school, profession or occupation).
- 4.3 You shall not (without the express written consent of the Trust) undertake any work either in a paid or unpaid capacity (which shall include any voluntary work) during the period of your employment with the Trust.
- 4.4 Your conditions of service may be affected by the provisions of the funding agreement for the Trust and/or schools within the Trust and any legislation applicable to academies or

Multi Academy Trusts (including any regulations made by the Secretary of State for Education which are so applicable) in force from time to time.

4.6 You shall comply with any rules, policies and procedures either set out in a Staff Handbook or located on the intranet or published by the Trust from time to time. Such policies or procedures will not form part of your contract of employment at any time. To the extent that there is any conflict between the terms of this agreement and any Staff Handbook or any policies and procedures, this agreement shall prevail.

4.7 All documents, manuals, hardware and software provided for your use by the Trust and any data or documents (including copies) produced, maintained or stored on the Trust's computer systems or other electronic equipment (including mobile phones), remain the property of the Trust.

## 5 PLACE OF WORK

5.1 Your normal place of work is **xxxx High School for Girls** but you may be asked to work, whether on a temporary or permanent basis, at any school operated by the Trust. You may also be required to travel between schools operated by the Trust.

## 6 HOURS OF WORK

6.1 The Trust and the schools within the Trust operate a standard school year, which comprises a minimum of 195 working days per year. This is subject to change on a yearly basis and will be notified to you as and when it is changed. This shall include up to five training days.

6.2 Your normal hours of work will be the Trust's hours of operation as determined by each school within the Trust and may change from time to time, and such additional hours as may be necessary to enable you to discharge your professional duties. You acknowledge that you will not receive any further remuneration in respect of any additional hours worked.

6.3 You agree that the nature of your employment is such that the working time cannot be measured and accordingly your employment falls within the scope of Regulation 20 of the Working Time Regulations 1998.

## 7 SALARY

7.1 You shall be paid an initial salary of **£xxxx** per annum, which shall accrue from day to day and be payable monthly in arrears on or about the last Thursday of each month directly into your bank or building society.

7.2 Your salary shall be reviewed by the Trust annually. The Trust is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate your employment.

7.3 Performance objectives will be set annually for you and reviewed by the Trust. This process will contribute towards the annual salary review.

7.4 The Trust reserves the right to make deductions from any sum otherwise payable to you by reason of your employment by the Trust or at its termination, the value of any claim of whatever nature and whatever capacity that the Trust may have against you, including but not limited to:-

7.4.1 overpayment of salary and payment for unearned holiday taken prior to termination

- 7.4.2 overpayment of expenses incurred by you in carrying out your duties, including those not accurately submitted for settlement prior to your leaving the Trust
- 7.4.3 the cost of replacing any unreturned equipment belonging to the Trust
- 7.4.4 loans advanced for any reason
- 7.4.5 recovering any loss incurred by the company as a result of the advance payment for training or other purchases made on your behalf by the Trust
- 7.4.6 recovering any loss incurred by the Trust for payments made on your behalf by the Trust to third parties including but not limited to pension schemes and HMRC

## **8 EXPENSES**

- 8.1 The Trust shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by you in the course of your employment, subject to production of VAT receipts or other appropriate evidence of payment.
- 8.2 You shall abide by the Trust's policies on expenses as set out in the Staff Handbook from time to time.

## **9 HOLIDAYS**

- 9.1 The Trust's holiday year runs between 1 September and 31 August. If your employment commences or terminates part way through a holiday year, your entitlement during that holiday year shall be calculated on a pro-rata basis rounded up to the nearest whole day.
- 9.2 You will be expected to take your holiday during periods when the school is closed and not during term time. Your minimum holiday entitlement shall be 6.6 weeks (inclusive of public holidays) but you shall not normally be required to work during school holidays, unless specifically requested, on occasion, to do so.
- 9.3 You will be paid full salary during school closure periods, unless you are receiving less than full salary arising from the application of the sick pay scheme, maternity and other family leave schemes or for some other reason specified in writing to you.
- 9.4 The Trust shall have discretion to permit paid or unpaid absence during term time in appropriate circumstances. In the case of unpaid leave of absence, deduction from salary will be made at the daily or part daily rate.
- 9.5 If your employment is terminated by you or the Trust, for whatever reason, any payment due in relation to accrued but untaken holiday shall be limited to the your statutory entitlement under the Working Time Regulations and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

## **10 INCAPACITY**

- 10.1 If you are absent from work due to Incapacity, you shall comply fully with any reporting procedures notified to you by your line manager or set out in the Trust's policies and procedures. Failure to do so may result in non-payment of sick pay and may lead to

disciplinary action being taken. You shall certify your absence in accordance with the Trust's sickness policy.

- 10.2 Subject to your compliance with this agreement and the Trust's sickness policy (as amended from time to time) and subject to clause 10.1, you shall receive contractual sick pay as set out below. Contractual sick pay is inclusive of any SSP that may be due for the same period, and is paid on the following basis:

Less than one year's service: 25 working days full pay in any 12-month period and thereafter and subject to you having at least four months' service (from the Commencement Date) half pay for the next 50 working days in any 12-month period.

One to two years' service: 50 working days' full pay and half pay for the next 50 working days' in any 12-month period.

Two to three years' service: 75 working days' full pay and half pay for the next 75 working days' in any 12-month period.

Three years or more service: 100 working days' full pay and half pay for the next 100 working days' in any 12-month period.

- 10.3 Pension contributions will continue as normal while you are paid at the full rate in accordance with clause 10.2. If your pay during any period of Incapacity is reduced or you are paid SSP only, the level of contributions in respect of your membership of the TPS may continue, subject to the relevant pension scheme rules in force at the time of your absence.

- 10.4 You agree to consent to medical examinations (at the Trust's expense) by a doctor nominated by the Trust should the Trust so require. You agree that any report produced in connection with any such examination may be disclosed to the Trust and the Trust may discuss the contents of the report with the relevant doctor.

- 10.5 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Trust of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Trust may reasonably require. You shall if required by the Trust, co-operate in any related legal proceedings and refund to the Trust that part of any damages or compensation recovered by you relating your loss of earnings for the period of the Incapacity as the Trust may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Trust in respect of the period of Incapacity.

- 10.6 The rights of the Trust to terminate your employment under the terms of this agreement apply even when such termination would or might cause you to forfeit any entitlement to sick pay or other benefits.

## 11 **CONFIDENTIAL INFORMATION**

- 11.1 You acknowledge that in the course of your employment you will have access to Confidential Information. You have therefore agreed to accept the restrictions in this clause 11.
- 11.2 You shall not (except in the proper course of your duties), either during your employment or at any time after its termination (however arising), use or disclose to any person, Trust or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 11.2.1 any use or disclosure authorised by the Trust or required by law;
  - 11.2.2 any information which is already in, or comes into, the public domain other than through your unauthorised disclosure; or
  - 11.2.3 any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## 12 **NOTICE**

- 12.1 Notice to terminate your employment by either party will always take effect at the end of the relevant School Term. Subject to earlier termination as provided by this agreement, either you or the Trust may terminate this agreement by giving no less than 2 months prior notice in writing to expire at the end of either the Autumn or Spring Terms or 3 months prior notice in writing to expire at the end of the Summer Term.
- 12.2 Once you have completed 8 years' continuous service, you shall be entitled to receive at least the period of notice provided under the Employment Rights Act 1996.
- 12.3 Notwithstanding clause 12.1, the Trust may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by notifying you that the Trust is exercising its right under this clause 12 to make a payment in lieu of notice (Payment in Lieu), or the first instalment of any Payment in Lieu, to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) which you would have been entitled to receive under this agreement during the notice period referred to at clause 12.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
- 12.3.1 any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
  - 12.3.2 any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made; and
  - 12.3.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 12.4 The Trust may pay any sums due under clause 12.1 in equal monthly instalments until the date on which the notice period referred to in clause 12 would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify the Trust of any income so received. The instalment payments shall then be reduced by the amount of such income.

- 12.5 You shall have no right to receive a Payment in Lieu unless the Trust has exercised its discretion in clause 12.3. Nothing in this clause 12 shall prevent the Trust from terminating your employment in breach.
- 12.6 Notwithstanding clause 12.1 you shall not be entitled to any Payment in Lieu if the Trust would otherwise have been entitled to terminate your employment without notice in accordance with clause 13. In that case the Trust shall also be entitled to recover from you any Payment in Lieu (or instalments thereof) already made.
- 12.7 During any period of notice served by either party to terminate your employment, the Trust may require you to cease performing your job and to stay away from its premises and to have no contact with any employees, officers, students, office system, or agents of the Trust during the whole or part of any period of notice, whether that notice is given by you or by the Trust. This is known as 'garden leave'.
- 12.8 During any such period of garden leave referred to at clause 12.7:
- 12.8.1 the Trust shall be under no obligation to provide you with any work and shall continue to pay your basic salary;
  - 12.8.2 you will continue to be bound by all of your obligations under this agreement insofar as they are compatible with your being on garden leave including your duty of good faith to the Trust. In particular you will be available on reasonable notice to assist the Trust, provide information or locate documents; and
  - 12.8.3 the Trust may appoint someone else to perform your duties under this agreement whether on a permanent or temporary basis.

### 13 **TERMINATION WITHOUT NOTICE**

- 13.1 The Trust may also terminate your employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:
- 13.1.1 are guilty of any act of gross misconduct;
  - 13.1.2 commit any serious or repeated breach or non-observance of any of the provisions of this agreement or refuse or neglect to comply with any reasonable and lawful directions;
  - 13.1.3 are, in the reasonable opinion of the Trust, negligent and incompetent in the performance of your duties;
  - 13.1.4 are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - 13.1.5 breach (or are in breach of) the warranty set out in clause 3.3;
  - 13.1.6 are in receipt of or are issued with a prohibition notice by the National College for Teaching and Leadership;
  - 13.1.7 cease to be eligible to work in the United Kingdom;



- 13.1.8 are guilty of any fraud or dishonesty or act in any manner which in the opinion of the Trust brings or is likely to bring you or the Trust into disrepute or is materially adverse to the interests of the Trust;
  - 13.1.9 are in breach of the Trust's anti-corruption and bribery policy and related procedures; or
  - 13.1.10 are guilty of a fundamental breach of any rules issued by the Trust from time to time regarding its electronic communications systems;
- 13.2 The rights of the Trust under clause 13.1 are without prejudice to any other rights that it might have at law to terminate your employment or to accept any breach of this agreement by you as having brought the agreement to an end. Any delay by the Trust in exercising its rights to terminate shall not constitute a waiver thereof.

#### **14 OBLIGATIONS ON TERMINATION**

- 14.1 On termination of your employment (however arising) you shall:
- 14.1.1 Immediately deliver to the Trust all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Trust or any of the schools within the Trust or its contacts, any keys and any other property of the Trust which is in your possession or under your control;
  - 14.1.2 irretrievably delete any information relating to the Trust stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the Trust's premises; and
  - 14.1.3 provide a signed statement that you have complied fully with your obligations under this clause 14.1 together with such reasonable evidence of compliance as the Trust may request.

#### **15 DISCIPLINARY AND GRIEVANCE PROCEDURES**

- 15.1 You are subject to the Trust's disciplinary procedures, copies of which are available from the Trust on request. These procedures do not form part of your contract of employment.
- 15.4 The Trust may suspend you from any or all of your duties in order to investigate any disciplinary matter involving you while any disciplinary procedure against you is outstanding.
- 15.5 During any period of suspension:
- 15.5.1 you shall continue to receive your basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
  - 15.5.2 you shall remain an employee of the Trust and bound by the terms of this agreement;
  - 15.5.3 the Trust may exclude you from your place of work or any other premises of the Trust; and

15.5.4 the Trust may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, student, parent, governor, or other contact of the Trust.

15.6 If you have a grievance you should follow the Trust's grievance procedures, copies of which are available from the Trust on request. These procedures do not form part of your contract of employment.

## 16 PENSIONS

16.1 You shall be entitled to become a member of the Teachers' Pension Scheme, subject to satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time.

16.2 Should you at any stage during your employment (in the opinion of the Trust or the Teachers' Pension Scheme) fail to satisfy the eligibility requirements of the Teachers' Pension Scheme, the Trust shall be entitled to withdraw your membership and discontinue the payment of contributions.

16.3 A contracting-out certificate is in force in respect of your employment.

## 17 COLLECTIVE AGREEMENTS

17.1 There is no collective agreement that directly affects your employment.

## 18 NOTICES

18.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

18.2 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

## 19 ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20 **VARIATION**

20.1 No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21 **COUNTERPARTS**

21.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21.2 No counterpart shall be effective until each party has executed at least one counterpart.

22 **THIRD PARTY RIGHTS**

22.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

23 **GOVERNING LAW**

23.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24 **JURISDICTION**

24.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement type has been entered into on the date stated at the beginning of it.

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Signed by **Jane Burton**  
**CEO**  
For and on behalf of Girls' Learning Trust

.....  
Signed by  
**Employee**