



# Wimbledon College

## TERMS AND CONDITIONS OF EMPLOYMENT Teacher

This is the written statement of the main terms and conditions of employment which is given to you by your employer, the Governing Body of Wimbledon College, in accordance with the *Employment Rights Act 1996*. This statement together with the policies and procedures adopted by the Governing Body constitute your contract of employment with the school.

<i>name of employee</i>	1	>>NAME<<
<i>name of employer</i>	2	The Governing Body of Wimbledon College
<i>employer's address</i>	3	Edge Hill, Wimbledon, London SW19 4NS
<i>commencement</i>	4	Your employment with Wimbledon College begins on >>DATE<<.
<i>continuous employment</i>	5	<p>For the purposes of determining statutory entitlements, your period of continuous employment begins with the date of commencement of employment with Wimbledon College except where:</p> <ul style="list-style-type: none"><li>• periods of previous service with Local Authorities, related employers, and the Governing Bodies of maintained voluntary aided schools are allowed to count as continuous employment for specified purposes in the School Teachers' Pay and Conditions Document</li><li>• you are made redundant, in which circumstances continuous periods of service with Local Authorities and certain other specific employers may be aggregated with service at Wimbledon College for the purposes of calculating redundancy payment</li><li>• you have statutory continuity of employment</li></ul>
<i>title of post</i>	6.1	You are employed as a Teacher.
	6.2	and as >>Promoted Post<<. (or delete)
<i>duration of contract</i>	7	Your employment is permanent subject to notice.
	7	Your employment is for a fixed term and expires on >>DATE<<. Your employment is for a fixed term because >>REASON<<.
	7	Your employment is temporary and is expected to continue for >>PERIOD OF LIKELY DURATION<<. You are employed to cover a maternity leave and the termination of your employment will depend on the decision to return to work of the woman concerned.

- duties* 8.1 You are to exercise the ministry and professional duties of a teacher in the School under the directions of the Governing Body and under the immediate directions of the Headteacher and in accordance with the following documents and their amendments from time to time:
- the Education Acts and any associated regulations
  - the conditions of employment prescribed in the School Teachers' Pay and Conditions Document
  - the Trust Deed and the Instrument of Government of the school
  - the law of the Catholic Church (Canon Law) in relation to the governance of the school as a Catholic school
  - the Characteristics of Jesuit Education document which describes the educational aims and methods in a Jesuit school
  - any policies, procedures and regulations of the Governing Body
  - any local collective agreements recognised by the Governing Body
  - the Conditions of Service for School Teachers in England and Wales (the "Burgundy Book")
  - the TDA Professional Standards for Teachers
- 8.2 You are expected to be conscientious and loyal to the aims and objectives of the School.
- 8.3 You will not be expected to refrain from any outside activity (whether paid or unpaid) unless, in the reasonable opinion of the Governing Body, such activity would interfere with the efficient discharge of your duties.
- 8.4 You are to have regard to the Roman Catholic and Jesuit character of the School and not to do anything in any way detrimental or prejudicial to that character and the interests of the School.
- place of work* 9 You are employed to work at the College premises at Edge Hill SW19 and Coombe Lane SW20, and at such other premises used by the school within London and its environs at the direction of the Headteacher. You may also be required to assist on school visits within the United Kingdom.
- remuneration* 10.1 Your salary shall be determined in accordance with the provisions in the School Teachers' Pay and Conditions Document as amended from time to time.
- 10.2 Your salary is calculated on the Inner London pay spine. You are currently on point >>MPS SCALE/POINT<<.
- 10.3 Your current salary is >>£<< per annum. >>x 0.Xfte for part time<<
- 10.4 Your salary will be paid by monthly bank credit in arrears in accordance with the School Teachers' Pay and Conditions Document. If you do not have a bank account, it is a requirement of this employment that you open one. Any remittance of salary that you may receive must be treated as payment on account and subject at all times to adjustment to the exact amount due under the terms of the Teachers' Pay and Conditions Act applicable to you as a teacher, either by subsequent adjustment of salary or else by repayment to the school on demand.
- 10.5 Your salary will be reviewed annually.
- 10.6 In addition, the Governing Body shall pay your annual General Teaching Council fee.
- hours of work* 11.1 Your hours of work shall be in accord with the provisions of the School Teachers' Pay and Conditions Document (as amended from time to time).

	11.2	This post in which you are employed is >>full time<<. part time (0.X fte).
<i>holidays and leave of absence</i>	12.1	Subject to the working time provisions of the School Teachers' Pay and Conditions Document, holidays coincide with periods of school closure and public holidays, details of which will be notified by the Headteacher from time to time.
	12.2	You will be paid full salary during these closure periods, unless you are in receipt of less than full salary arising from the application of the sick pay scheme, maternity scheme etc.
<i>absence from work</i>	13.1	You are expected to absent yourself from work only for a serious reason and with the prior approval of the Headteacher unless the absence is unforeseen or immediate.
	13.2	If, for any reason, you are unable to come to work, you are to contact the School before 8.00am on the first day of your absence and each subsequent day.
<i>sickness absence</i>	14	Arrangements for sickness absence and pay are contained in the Governing Body's Sickness Absence Policy, a copy of which is available on request. The Policy shall comply with the relevant provisions of the Burgundy Book from time to time in force.
<i>maternity leave</i>	15	Arrangements for maternity leave and pay are contained in the Governing Body's Maternity Leave Policy, a copy of which is available on request.
<i>paternity leave</i>	16	Arrangements for paternity leave and pay are contained in the Governing Body's Paternity Leave Policy, a copy of which is available on request.
<i>pension</i>	17.1	If your employment is full time, you will join the Teachers' Pension Scheme upon appointment unless you choose, or have already chosen, not to do so. If your employment is part time you may elect to join the Teachers' Pension Scheme and should advise the Headteacher in writing if you wish to do so.
	17.2	A contracting-out certificate is in force. Contributions are deducted under the Scheme on a contracted-out basis as the Teachers' Pension Scheme applies in place of the State Earnings Related Pensions Scheme (SERPS). If you choose to opt out of the Teachers' Pension Scheme, you will cease to be contracted-out and (unless you take out your own contracted-out personal pension) you will have to contribute to the State Earnings Related Pensions Scheme.
<i>trade union membership</i>	18.1	You have the right to join a trade union or professional association and to take part in its activities including seeking and holding office provided this does not interfere unduly with the carrying out of your normal duties.
	18.2	You have the right to choose not to belong to a trade union or professional association.
<i>discipline procedure</i>	19	The disciplinary policy, procedures and rules which apply to you are set out in the Governing Body's Disciplinary Policy, a copy of which is available on request. The Governing Body retains the right to amend and alter this document from time to time and will publish any revision.
<i>grievance procedure</i>	20	The grievance policy, procedures and rules which apply to you are set out in the Governing Body's Grievance Policy, a copy of which is available on request. The Governing Body retains the right to amend and alter this document from time to time and will publish any revision.
<i>capability procedure</i>	21	The Governing Body expects your work as a teacher to be of a consistently high standard. The Governors accept, however, that where a teacher is showing signs of not being capable of performing the duties required of

him/her, disciplinary procedures may not be an appropriate response. In such cases, the School will implement the Capability Procedure, a copy of which is available on request.

*Newly Qualified Teachers*

22.1 If you are a newly qualified teacher, your employment is subject to the satisfactory completion of an induction period in accordance with the Education (Induction Arrangements for School Teachers) (Consolidation) (England) Regulations 2001 (as amended) and any provisions of the current School Teachers' Pay and Conditions Document.

22.2 If you fail to complete the induction period satisfactorily, your contract of employment will be terminated and the usual periods of notice will not apply. You will no longer be eligible to be employed as a teacher in a maintained school. In the event of an appeal, there are restrictions on the duties that newly qualified teachers may perform.

*termination of contract*

23.1 You may terminate your employment by giving the Governing Body written notice at least two months before the end of term in the autumn and spring terms, and at least three months before the end of the summer term.

23.2 The school terms shall be deemed to end on December 31<sup>st</sup> (autumn term), April 30<sup>th</sup> (spring term) and August 31<sup>st</sup> (summer term).

23.3 The Governing Body may terminate your contract of employment by giving you written notice as follows:

if you have up to eight years service	in the autumn or spring terms, two months; in the summer term, three months
nine years service	in the autumn or spring terms, nine weeks; in the summer term, three months
ten years service	in the autumn or spring terms, ten weeks; in the summer term, three months
eleven years service	in the autumn or spring terms, eleven weeks; in the summer term, three months
twelve or more years service	twelve weeks

23.4 In the event of redundancy, the relevant statutory provisions including compensation will be determined in accordance with the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997 (as amended), the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 (as amended), and the Burgundy Book.

*commencement*

24 Your appointment is conditional upon a satisfactory disclosure being obtained from the Criminal Records Bureau now and in the future in relation to your suitability for working with children.

*interpretation*

25 In this statement, the expressions shall have the meaning assigned to them in the appendix below.

Signed

\_\_\_\_\_  
*on behalf of the Governing Body, Headteacher*

\_\_\_\_\_  
*Teacher*

\_\_\_\_\_  
*Date*