

## **Part 2. General Terms and Conditions for Teaching Staff.**

### **1. General.**

Your terms and conditions of employment are contained in a variety of existing collective agreements negotiated at national and local levels. Your appointment is subject to:

(1) Pay and conditions of service set out in Statutory Instruments, the current School Teachers' Pay and Conditions Document and the 'Burgundy Book' which contains details of the national conditions of service:

(2) Where appropriate, any agreements made with the Council of Local Education Authorities:

(3) The regulations of the County Council and supplementary local collective agreements negotiated by the Local Authority with the teachers' unions recognised by this Authority for collective bargaining purposes.

From time to time variations in your conditions of service may result from negotiations and agreements at national and/or local levels with the recognised teacher unions and these will be incorporated into your conditions of employment. The County Council undertakes to ensure that any future changes in these terms of employment will be entered in these documents or otherwise recorded for you to refer to within 28 days of the change.

Copies of relevant documents are available for viewing at the School/establishment, online

at <http://schools.oxfordshire.gov.uk/cms/node/350> or at the Council offices.

### **2. Duties.**

The duties and responsibilities for your post and its reporting relationships will be as set out in the job description which does not form part of the contract. Accordingly, the duties of your post may change from time to time following consultation with you in advance of any such changes in accordance with the needs of the School/Service.

### **3. Pension.**

As a teacher, you will automatically be a member of the Teachers' Pension Scheme and pay pension contributions unless you choose to opt out or have an existing valid opt-out in which case you should notify the Pay and Employment Team accordingly. If you are a part-time teacher who has not had a change of contract since January 2007 and you are currently out of the scheme, you will have to be put into the pension scheme whenever there is a change of contract or under the Automatic Enrolment provisions unless you have an existing valid opt-out or complete a new opt out form now.

If you opt out of the scheme and meet certain criteria you are required to be re-enrolled periodically under our legal requirements for Automatic Enrolment.

You should note that there is a time limit of one year from commencement in which you may transfer previous suitable pension service from another

scheme. The scheme is covered by a pensions contracting-out certificate from the higher state scheme because it already fulfils the requirements.

To find out more about the benefits of the Teachers' Pension Scheme, or to look at more detailed information about options or a general guide to the scheme, go to [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk) . You can also securely access your own pension record at any time by registering to use the 'My Pension Online' area of that website. You can also ring the number on your payslip for information about the scheme.

#### **4. Salary information.**

Salary is assessed on the appropriate grade stated in Part 1 of this contract in accordance with the provisions of the current School Teachers' Pay and Conditions Document and any salary discretions are made in accordance with the Pay Policy adopted by the School or Service. Salary is paid monthly on the last working day of the month, see also Part 3 of this contract for further details.

#### **5. Medical requirements.**

The appointment of all new employees, or when there is a significant change of physical duties, is subject to a satisfactory health check and the completion of a medical assessment form is required. In some cases a more detailed questionnaire and/or medical examination may also be required. You may, if you wish, delay formal acceptance of the appointment until the medical report has been confirmed as satisfactory. If you have not already received a pre-employment medical assessment form then please contact your Manager or Headteacher who will arrange for a form to be sent to you for completion.

#### **6. Safeguarding requirements.**

All employees have a responsibility to safeguard children and therefore to be familiar with the safeguarding procedures which are available to view within the School/workplace.

The Council is obliged to check the criminal records of employees for most posts and as a teacher, you are always required to hold a valid Disclosure certificate. You will therefore be required to complete the DBS check form, unless you have a valid satisfactory Disclosure certificate. If you have not already been sent access to the Oxfordshire electronic DBS application system, please contact your Headteacher or line manager who will arrange for an electronic link to the online form to be sent to you. If this contract is a confirmation of a change in hours or grade and you already hold a valid Disclosure certificate you do not need to undergo a further check. The provision of incorrect or incomplete information may lead to the withdrawal of the offer of employment and the appointment is conditional on a satisfactory criminal records Disclosure clearance. You will receive a Disclosure certificate to confirm that the criminal record check has been undertaken and you can assume that it is satisfactory unless you are contacted again. If you have a question over this please contact the HR vetting and CRB team on 01865 797407.

**You are required to inform your line manager if you are the subject of any police investigations whilst you are an employee of the Council. Any issues which arise from these investigations relating to your employment will be dealt with under the Council's agreed policies and procedures.**

**Where the Council becomes aware that an employee working within a post that requires a DSB certificate has failed to disclose offences or has acted in a way which endangers or abuses children, young people or vulnerable adults, this will normally lead to summary dismissal in accordance with the Council's procedures.**

### **7. Working hours and annual leave.**

A full-time teacher (except those paid on the Leadership Spine or the leading practitioner grade) is required to attend for work as laid down in the School Teachers' Pay and Conditions Document, which currently states for work on 195 days in any school year, including the five INSET days, and to be available for duties for up to 1265 hours of 'directed time' at the reasonable direction of the Headteacher. A part-time teacher (except those paid on the Leadership Spine or the leading practitioner grade) is required to work in a similar way pro-rata to a full-time teacher according to the percentage employed, for both salary and 'directed time'. For each academic year, a statement will be given to any part-time teacher by the School/Service to confirm the total of 'directed time' with a split of timetabled hours and additional directed hours and will also stipulate the days of the week when the teacher is required to work. The arrangement of working hours is by agreement with your Headteacher in consideration of operational needs.

If you are paid on the Leadership Spine or the leading practitioner grade, your hours of work are not defined but shall be reasonable with a school and worklife balance and are as defined in the School Teachers' Pay and Conditions Document.

Your statutory entitlement to annual leave will coincide with periods of school closure and is therefore considered to be taken during that time.

### **8. Probation and Induction requirements.**

If you are a new teacher to the profession, your appointment will be subject to successfully gaining Qualified Teacher Status and you will also be required to undertake and satisfactorily complete a formal Induction Period to confirm qualified status. Failure to do so will result in the termination of your employment. Full details of the formal Induction process will be provided on appointment as appropriate. As part of your normal induction into this appointment, you are required to attend any induction programme and training courses as requested by your Headteacher/manager as deemed appropriate.

### **9. Sickness regulations.**

The year for sickness purposes runs from April to March for both entitlement and calculation purposes. Service as a teacher does not have to be continuous and all LA teaching counts for entitlement purposes. Full details are available in the 'Burgundy Book'.

Entitlement is as follows:

During the first year of service: Full pay for 25 working days, and then after completing 4 calendar months' service before the start of the period of absence, half pay for 50 working days.

During the second year of service: Full pay for 50 working days and half pay for 50 working days.

During the third year of service: Full pay for 75 working days and half pay for 75 working days.

During fourth year and successive years of service: Full pay for 100 working days and half pay for 100 working days.

Teachers are required to notify the School/Service of all absences in accordance with the School/Service policy. A self-certificated form should be completed in cases of sickness in excess of 3 calendar days, and a Doctor's medical certificate if the absence continues for more than 7 calendar days. See also Part 3 of this contract for further information.

#### **10. Maternity, Paternity, Adoption and other Leave of Absence provisions.**

All teachers are eligible for unpaid leave and you may be eligible for paid maternity, paternity and adoption leave provided you have the relevant continuous service. Full details of the current schemes are available from the Council's Intranet, the School/Service or the Schools' HR Team.

You may be entitled to either unpaid or paid leave of absence for other absence reasons in accordance with the School/Service policies.

#### **11. Grievance procedure.**

If you have a grievance relating to your employment, you have a right to express it. In the first instance, you should refer the matter to your line manager or Headteacher/Head of Service as appropriate, but if it is not settled at this level, you may pursue the matter further through the agreed grievance procedure, details of which will be available at your School or establishment or from the Council's Intranet. You may also wish to consult your Trade Union representative at any stage for help and support. These procedures do not form part of your contract of employment.

#### **12. Disciplinary and Professional Capability procedures.**

Agreed disciplinary and professional capability procedures for teachers are available for viewing in your School or establishment or on the Council's Intranet. The procedures give full details of the right of appeal against any action taken. You may consult your Trade Union representative for help and support or the Schools' HR Team for details of the procedures to be followed. These procedures do not form part of your contract of employment.

### **13. Employment in an Aided or Foundation School.**

If you are employed in an Aided or Foundation School, you are an employee of the School and not the County Council. You will therefore receive the formal contract of employment from the School unless OCC issues it on their behalf, in which case this is the formal contract. If you are employed in such a school, you are required to have regard to the character of the school and its foundation and ethos and to undertake not to do anything in any way contrary to the interests of the foundation.

### **14. Appointment, Resignation and Retirement.**

Your salary is payable by monthly instalments, and a teacher will normally receive not less than one third of a year's salary for each full term worked.

For the purposes of appointment, resignation and retirement, the three terms in each year will be as laid down in the national conditions of service as follows:

Spring Term - 1st January until 30th April

Summer Term - 1st May until 31st August

Autumn Term - 1st September until 31st December

N.B. Although Oxfordshire now operates a local six term year, for the purposes of appointment, resignation and retirement the above national conditions of service will apply.

Appointments. Teachers taking up an appointment from the actual commencement of the term will be paid salary from the beginning of term as indicated above, unless the summer term starts earlier than 1st May. Those commencing during the terms as defined above will be paid from the first working day.

Resignations/dismissals. Teachers, apart from Headteachers, are required to give and receive at least 2 calendar months' notice to end appointments to take effect at the end of the Spring and Autumn Terms, and 3 calendar months' notice for appointments to take effect at the end of the Summer Term. Notice cannot be given for a date during a term as defined above unless mutually agreed otherwise.

Headteachers are required to give at least 3 calendar months' notice to take effect at the end of the Spring and Autumn Terms, and at least 4 calendar months' notice to take effect at the end of the Summer Term.

It should be noted that for the end of the Spring Term, because Easter is not a fixed holiday: (1) In the case of a resignation, salary is normally only payable up to the end of the actual school term, i.e. the day before the actual start of the Summer Term. In order to receive salary up until the 30th April, a teacher would have to actually continue working at the start of the new term until the 30th April, and must make this intention clear in the resignation letter: (2) In

the case of a temporary contract, a salary will only be paid up to the last day worked and stated in the contract.

Where a teacher has been continuously employed for more than 8 years, he/she shall be entitled to receive additional notice as specified in the relevant Employment Protection Act.

However, it should be noted that where the contract is for one term or less or where the appointment is to replace absent staff, an earlier end date may be determined by giving 28 days written notice on either side.

The normal notice provisions do not apply in cases of dismissal for gross misconduct.

Retirements. Teachers can choose when to retire. Age 55 is the minimum age at which some pension benefits from the Teachers' Pension Scheme may be claimed; see the Teachers' Pensions website for retirement information.

### **15. Planning, Preparation and Assessment (PPA) time.**

The contract for which you are paid includes the 10% time for Planning, Preparation and Assessment (PPA) required under the national conditions of service.

### **16. Accidents involving a third party.**

A teacher absent due to the actionable negligence of a third party in respect of which damages are recoverable is required to advise the Council and pursue a claim. In the event of a successful claim, the Council will require a refund of a sum equal to the amount of salary paid during the period of absence. In the event of only part settlement of a claim, the Council will decide the amount to be refunded.

### **17. Residential accommodation.**

If your post requires you to live in accommodation provided, it is a requirement of your employment that you occupy it for the better performance of your duties. You will be required to enter into the Council's standard form of Service Tenancy Agreement which will be forwarded to you in due course by Legal Services. For the avoidance of doubt, I must confirm that you will occupy the property as a licensee, this accommodation is only made available to you whilst you occupy this post, and you will be required to vacate when your employment ends even if you take up another post with the County Council; the same condition applies if you are still in post on reaching retirement age in that you will be required to vacate the accommodation. You will have no right to remain in the accommodation beyond the end of your employment and will not enjoy any security of tenure.

Please note that the County Council is obliged to carry out a Criminal Records Bureau check of all persons over the age of 16 living in staff accommodation on regulated premises, such as a school site, as part of our policy for safeguarding children. You must therefore inform the School/Service of any adults residing at this property with you so that the checks can be made and it is a requirement that the checks are satisfactory.

You should note that the County Council has no duty to re-house you on retirement. The Director for Environment and Economy who manages staff

accommodation will contact you approximately six months before retirement to advise you about re-housing.

**18. Type of employment.**

Your appointment is for service exclusively in the capacity of a teacher and you will not be required to perform any duties except such as are connected with the work of the School/Service or to abstain outside of the School/Service hours from any occupation which does not interfere with the due performance of your duties.

However, you are required to have regard to the character of the school and its foundation and ethos and to undertake not to do anything in any way contrary to the interests of the foundation.

**19. Queries.**

If you have any questions about the detail of this appointment, you should consult either the person who conducted your interview, your line manager or your Headteacher.

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