



Contract of Employment Guidelines

For CDET's Recognised Awards

The guidelines below for a contract of employment for employed staff are designed to support those who hold the CDET Recognised School Award. The guidelines may also be used as guidance for those applying for an Award and the content provided may be amended to suit the needs of individual applicants. The material in this document and the policies, procedures and guides referred to in the contract do not give a full statement of the law, nor does it reflect changes after November 2010. It is intended for guidance only and is not a substitute for professional advice. No responsibility for loss occasioned as a result of any person acting or refraining from acting on the basis of this material can be accepted by CDET.

All operational policies, procedures, resources and facilities remain the responsibility of the Recognised Award member. Ensure you use the appropriate contract – this one is for employed staff. There is an alternative contract / written agreement for self-employed / freelance teachers. The original of this policy can be found on the CDET website.

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EXAMPLE CONTRACT OF EMPLOYMENT

This is an example of a contract of employment to use when engaging an employee to work at your organisation. Organisations may wish to add extra terms and conditions that are appropriate to their organisation and to their working relationship with their staff.

How to use this document

After each clause (or numbered statement) there are notes to help you make decisions about what to include in the contract or what is not relevant for your organisation. These guidance notes are clearly shown in boxes.

These boxes must be deleted from the final contract that you give to the employee. They are only shown here for your guidance.

Changing the contract at a later date

Once both the organisation and the employee have agreed the employment contract, any changes to any of the details will need to be agreed by both parties. That is why it is important to get the contract right before you give it to the employee.

If he or she agrees to the changes, the details should be written down. This could be in a letter, and both the organisation and the employee should sign the letter to show their agreement. Both the organisation and the employee should then get a copy of this signed letter.

CONTRACT OF EMPLOYMENT

Suitable for permanent, temporary, part-time or full-time contracted staff

This agreement outlines the main terms of your employment and incorporates the written particulars required by the Employment Rights Act 1996. It supersedes any previous contract of employment that you may have had with our organisation. This Agreement takes effect from the commencement date specified below, but your employment shall be treated as continuous from the date service shown below. It is agreed as follows:

1. DETAILS OF PARTIES

THIS AGREEMENT is made on Enter Date here

between

EMPLOYER: Enter the name and address of your organisation here

and

EMPLOYEE: Enter the name and address of the appointed teacher here

Here you must fill in the full date of the agreement, then the name and address of the employer and the name and address of the employee.

To save having to write the details of your organisation's name and the self-employed / freelance person's name out in full in the rest of the document, this sentence also says that they will in future be referred to as "the organisation" and "the freelancer". Instead of "freelancer" you could say "consultant" or "contractor". The same term must be used throughout the contract.

2. DETAILS OF APPOINTMENT

You are employed as Enter the job title here.

Employment type: Full-time permanent / Full-time temporary / Part-time permanent / Part-time temporary / contract worker (*delete or circle as appropriate*).

Date of employment: This appointment commences on Enter the date when the teacher first started employment at your organisation and will terminate on the day of Enter the end date of contract here if applicable. If not applicable, delete this section..

3. YOUR PLACE OF WORK

Your place of work will be Enter the primary location of premises for your organisation here and any other location which forms part of the premises of the organisation or elsewhere as may be reasonably required by the Principal / Manager of the organisation.

4. HOURS OF WORK

You are expected to attend work regularly and promptly. You will be requested to deliver the classes outlined to you and in addition you may be requested to deliver additional classes as may be reasonably required by the Principal / Manager of the organisation.

You should include details of what classes you are expecting the employed teacher to deliver. This can be provided on a separate information sheet or attached to this contract.

5. HOLIDAYS

Your entitlement to holiday coincides with periods of the organisation's closure and public holidays, details of which will be notified to you by the organisation from time to time.

You should include details of holiday allowances above.

6. SALARY

Your salary on commencement of employment will be Enter details of pay here including what the salary is and whether this is per hour, per class, per week or per month. You will be notified in writing of any change to your salary.

You will be paid Enter Weekly or Monthly here as appropriate in arrears by credit transfer into a bank or building society account of your choice / You will be paid by cheque

You should include details of the salary here including how payment will be made to the employee

7. DEDUCTIONS

The organisation reserves the right in its reasonable discretion to deduct from your pay any sums which you may owe the organisation including, without limitation, any overpayments or loans made to you by the organisation.

8. TERMINATION OF EMPLOYMENT

Notice: This appointment may be terminated upon receipt of Enter your required notice period here (most commonly this is one month) written notice to terminate your employment.

9. SICKNESS ABSENCE

If you are unable to attend work for any reason and your absence has not previously been authorised by the organisation you must inform the Principal/ Manager of the fact of your absence and the full reasons for it at least 30 minutes before your normal start time on each working day of absence until you have provided the organisation with a medical certificate. You must also notify the office of the likelihood of your date of return and keep the Principal informed of your progress. For absences of less than 7 working days you may be required to complete a self-certified form. For absence beyond seven days in a row (including non-working days) you may be required to obtain a medical statement (sometimes called a 'fit note') signed by a doctor.

10. GRIEVANCE

If you have a grievance relating to your employment you should raise the matter initially with the Principal / Manager. You may be required to put your grievance in writing. The Principal / Manager will consider your grievance and will then notify you of his/her decision. Every effort will be made to hear a grievance quickly.

11. DISCIPLINARY PROCEDURE

When the organisation believes an employee has committed a disciplinary offence, the Principal or Manager will ensure that the matter is dealt with promptly and fairly in accordance with natural justice.

An example disciplinary procedure is outlined below:

Summary of stages in disciplinary procedure		
Stage	Procedure	Persons involved
Stage 1 - informal	Informal oral warning Informal note on file for 6 months	The Principal / Manager and employee
Stage 2 – formal	Formal oral warning Notes of meeting placed on file Warning remains on file for 6 months	Employee and other chosen support person Principal / Manager and other chosen support person
Stage 3 – formal	First written warning issued in meeting. Notes of meeting and signed copy of warning placed on file Warning remains on file for 12 months	Employee and other chosen support person Principal / Manager and other chosen support person
Stage 4 – formal	Final written warning issued in meeting. Record of meeting and signed copy of warning placed on file Warning remains on file for 24 months	Employee and other chosen support person Principal / Manager and other chosen support person
Stage 5 – formal	Principal / Manager considers what action to take, including dismissal	Employee and other chosen support person Principal / Manager and other chosen support person

12. PROFESSIONAL PRACTICES

The employee agrees to abide by the organisation's health and safety policy, equal opportunity policy, children and vulnerable adult protection policy, customer service policy and code of professional conduct.

It is important to include expectations that the employee will abide by the principles of your organisation's Policies and Procedures in the way they work.

13. ALTERATIONS

The Principal / Manager reserves the right to make alterations to the terms of this Contract after consulting with you. Any such alterations will be confirmed to you in writing within one month of the agreement.

Once both the organisation and the employee have agreed the contract of employment, any changes to any of the details will need to be agreed between both parties. That is why it is important to get the contract right before you give it to the employee.

If he or she agrees to the changes, the details should be written down. This could be in a letter, and both the organisation and the employee should sign the letter to show their agreement. Both the organisation and the employee should then get a copy of this signed letter.

14. CONFIDENTIALITY

You will not (except in the proper course of your duties hereunder) use or divulge or communicate to any person any confidential information which belongs to the organisation or any student or teacher.

15. SIGNATURES OF AGREEMENT

To be signed by the Principal / Manager	Print Name		Dated:	
	Signed			

To be signed by the Employee	Print Name		Dated:	
	Signed			

SUPPORTING NOTES

Information to be read by employee

It is important that the employee reads carefully the details of this contract before signing.

Signing and retaining copies

For each employee, there should be two identical copies of the contract, each signed by both parties. It is recommended that both copies of the contract are signed on behalf of the organisation and sent to the employee, who will then sign and date them before returning one to the organisation and retaining the other.

New contracts for existing staff

It is important to note that new contracts can only be issued to existing staff with their agreement. A contract cannot be imposed unilaterally. However, every effort should be made to persuade existing staff to transfer to new contracts so that all employees are on the same form of contract.

Amendments and Alterations to this contract after signature

The contract may be altered if the parties wish but legal advice on any material alterations should be sought. If amendments or deletions are made, they should be initialed by both parties.

Any material alteration to an employee's contract which is made without his/her agreement will constitute a breach of contract and may result in the employee making a claim for damages and/or making a claim for unfair dismissal to an employment tribunal. However, non-material changes can be made under this provision. These will be non-contentious and probably minor in character. If in doubt legal advice should be sought.