

Part 2

General Terms and Conditions of Employment

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 Oxfordshire County Council and any supplementary local collective agreements negotiated by Oxfordshire County Council with the recognised trade union for your employment.

As a condition of your employment you are subject to and required to conform to all relevant Oxfordshire County Council policies and procedures. These are available on the council's intranet or through your line manager. You should be aware that policies are regularly reviewed and updated.

From time to time variations in your conditions of service may result from negotiations and agreements at local levels with the recognised trade union for your employment and these will be incorporated into your conditions of employment.

Oxfordshire 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 on the council's Intranet.

Schools' Policies: <http://schools.oxfordshire.gov.uk/cms/node/350> or contact your manager.

2. Right to Work

If you have been granted temporary rights to work in the UK, continued employment with Oxfordshire County Council will be subject to you gaining an extension or being granted additional rights to work in the UK.

3. Confidentiality and Data Security

During and after employment with Oxfordshire County Council, you must maintain confidentiality and security of any information you come into contact with during the course of your work. You are required to comply with the Council's Confidentiality Statement.

You must ensure compliance with the requirements of the Corporate Data Protection Policy and Data Protection Manual. You have a duty to ensure that sensitive

information, particularly if it is personal data, is handled in accordance with the latest guidance, is kept secure at all times, particularly if taken outside of a Council site, and that is only shared where it is appropriate to do so.

4. 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.

5. 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 Service/School.

In addition to the specific responsibilities of their role, managers in Oxfordshire County Council are required to ensure that employees comply with, and actively promote appropriate legislation, council policies, the council constitution and other requirements of the council.

Accountabilities and responsibilities for all employees where applicable include:

- Engaging Service and Resource Planning and financial management processes
- Compliance with and promotion of governance policies; equalities and diversity policies and strategies;
- Ensuring compliance with and actively promoting Health and Safety at work legislation and policies
- Compliance with any professional standards of conduct where applicable
- Compliance with the council's Code of Conduct, which includes ensuring you are never influenced by personal gain, you do not give anyone reason to question your motives, and declare any conflict of interests

6. 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.

7. 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 Integrated Business Centre accordingly.

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 to transfer previous suitable pension service from another scheme.

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 <https://www.teacherspensions.co.uk>. You can also view your personal pension information in the 'My Pension Online' section of the Teachers' Pensions website and you are urged to register for that facility if you have not already done so.

8. 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.

9. 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 workplace.

Certain posts are subject to a satisfactory DBS check and the council may recheck criminal record status in accordance with its policy.

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 DBS certificate as

deemed by Oxfordshire County Council. If you have a question over this please contact your appointing officer.

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 DBS 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.

10. 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 work life 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.

In special circumstances unpaid leave and emergency leave may be granted in accordance with council's policy.

11. 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 Doctor's medical certificate will be required if the absence continues for more than 7 calendar days.

Failure to follow procedures, abuse of the sickness leave system or unacceptable levels of absences may result in formal action being taken against you under the capability or disciplinary procedures.

12. Accidents – 'On duty'

The council has a personal accident scheme which covers employees who are incapacitated as a result of an injury from an accident whilst on duty, or a physical assault arising from their employment with the council.

13. Accident – 'Third Party Claim'

If you are absent as a result of an accident, you are not entitled to be paid for sick leave if damages are recoverable from a third party. Oxfordshire County Council may, however, advance a sum equal to the sickness pay payable under the scheme subject to the employee undertaking to refund the total amount of such allowance in the event of a successful claim for damages. In the event of only part settlement of a claim the council will decide the amount to be refunded.

14. Maternity, Paternity, Shared Parental and Adoption Leave

All staff are eligible for unpaid leave and you may be eligible for paid maternity, paternity, shared parental and adoption leave provided you have the relevant continuous service in accordance with the council's policy.

11. Parental Leave

All employees with at least one year's continuous local government service who have responsibility for a child aged under five are entitled to 18 weeks unpaid parental leave for each child. Up to four weeks parental leave can be taken in any one year.

15. Grievance procedure

If you have a grievance relating to your employment you have a right to raise it with your manager or Headteacher, or raise it formally in line with the council's policy and procedure. These are subject to variation and do not form part of your contract of employment.

16. Disciplinary and Capability procedures

Disciplinary and performance matters will be dealt with in line with the council's policies and procedures which are subject to variation and do not form part of your contract of employment.

17. Appointment and Resignation

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

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.

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.

18. Council Property/Equipment/Rent/Annual Leave or Money Owed

Any files/documents (electronic and paper), and other property belonging to the council or school must be kept securely and returned to your manager on or before your last working day. You will be required to reimburse the council or school for the replacement cost of any equipment which you are unable to return. In addition, you agree that any money owed by you to the council or school for rent, excess annual leave taken, training expenses, relocation expenses or any other money owed will be recovered from your final salary or any other monies due to you.

19. 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 Oxfordshire County Council. 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.

20. Payment of salary

Salary is paid monthly on the last working day of the month. Calculation of monthly salary is based on one-twelfth of the whole year salary.

If you are employed on a term-time basis, you will be paid from the start of term when you start on the first required actual day of term and will be paid up to the notional end of term where you continue up to the last working day of the school term. However, if you are appointed to a fixed term or temporary post where the reason is for covering a colleague's absence e.g. such as maternity leave, you may have your contract ended on the day before the colleague's return to work with a month's notice being given.

21. Overpayment of Salary

In the event of an overpayment of salary, recovery of the overpayment will be made in accordance with the council's Procedure for the Recovery of Overpaid Salary. In accepting your contract of employment, you are deemed to agree to a recovery of overpaid salary in accordance with the procedure.

Where it is clear that an overpayment has been made, you must contact your line manager or submit a query through the IBC immediately to notify them. Failure to do so could result in disciplinary procedures.

22. Variable hours contracts

If you are employed in a school, your contract may be subject to variation by the school for up to a third of your hours with one calendar months' notice. A reduction of up to one third of your hours may be implemented within the terms of this contract, subject to the hours not reducing below two thirds of your original contract. If you agree to a reduction below these protected hours at the request of the school then the new protected hours will be the reduced hours worked.

If you choose to voluntarily reduce your hours then the protected hours will reduce accordingly to those applicable to two thirds of the reduced hours. Further information is available from the school. (This clause does not apply to school administrators).

23. Travel

All employees are responsible for travel to work including any expenses incurred for parking if they use a car. If you are an authorised car user and go out on council business and subsequently incur parking costs, they will be reimbursed. If you use your car for business purposes, it is your responsibility to make certain your motor insurance provides adequate cover for business use.

24. 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 Oxfordshire 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 Oxfordshire County Council is obliged to carry out a DBS 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 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.

I must also point out that Oxfordshire County Council has no duty to re-house you on retirement. You will need to give as much notice as possible of your retirement to allow enough time for you to find alternative accommodation.

25. Market and Recruitment/Retention Supplements

If you are paid one of these allowances, you will be paid monthly in arrears with your salary. Supplements are temporary payments and subject to review. Appropriate notice will be given where a supplement is to decrease or be withdrawn.

23. Registration with professional bodies

If registration to a professional body is an essential requirement for your post, such as HCPC, failure to maintain registration may result in the termination of this contract.

26. Data Protection

All personal information held by the council's HR service is collected, processed and stored in accordance with the Data Protection Act 2018. In accordance with these Data

Protection regulations, the council's legal basis for the collecting, processing and storing your personal information is the management of a contract – that is, this contract with you as the employee of the council.

When your employment at the council ends, your personnel file will be retained for 25 years in accordance with the retention schedule and then will be deleted. Details of the retention schedule can be found using the following link:

<https://intranet.oxfordshire.gov.uk/cms/content/records-management>

Oxfordshire County Council has a duty to protect the public funds it administers and may use the information you provide for the prevention and detection of fraud within this authority. This includes sharing your information with government departments and organisations. The council may also share information with its external auditors.

27. Political Restriction

If your post is politically restricted under the Local Government and Housing Act 1989, this places restrictions on the political activities you can undertake. Further information can be found on the council's intranet.

You are not eligible to stand for office as a member of Oxfordshire County Council but may participate in District, Borough, Unitary or Parish Council activities, provided that any resulting conflict of interest is declared.

28. Place of Work

All staff may be required to work from a different base or in a different location at some point in the future in line with any council or school needs. Such changes will be made after proper consultation and shall be deemed to be reasonable after taking into account any personal requirements.

29. Queries

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

30. Membership of a Trade Union

This authority, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and the employees. If collective bargaining of this kind is to continue and improve for the benefits of both, it is essential that the employees' organisations should be fully representative. Oxfordshire County Council is associated with other local authorities represented on national and provincial councils dealing with local authorities' services. Similarly, you are entitled to be in membership of a trade union representing you on the appropriate negotiating body and to take part in its lawful activities.

31. Secondary Employment

If you already have, or wish to take up other employment in addition to this appointment you must inform your line manager. This is so that we can meet our obligations under the

Working Time Regulations 1998 and take account of your health and safety. Employees should not work more than 48 hours per week, normally averaged over 17 weeks.

32. Statement of Particulars

This document and associated links constitute the statement of written particulars required by the Employment Rights Act 1996.

January 2019
Director of Human Resources

EXAMPLE