TEACHING IN INDEPENDENT SCHOOLS

NUT ADVICE ON PAY AND CONDITIONS OF SERVICE

This NUT briefing note sets out the most important points to be considered when you are offered a teaching post in an independent school and are considering the details of the proposed contract of employment.

INTRODUCTION

Independent schools are not obliged to follow the pay and conditions of service agreed for teachers in the state sector, although some may choose to do so. Your pay and conditions of service would be very much for negotiation between you and the employer. This briefing note identifies issues which you should make sure are covered in your contract of employment.

More detailed information about the precise provisions on pay and conditions which currently apply in the state sector is available separately on the NUT website.

POINTS TO CHECK

• Induction Period for Newly Qualified Teachers

Newly qualified teachers can complete their induction in independent schools which meet which meet certain National Curriculum requirements. There is no legal requirement, however, on independent schools to offer induction. Full NUT guidance on induction is available on the NUT website.

• Probationary Period for Teachers Other Than NQTs

All other teachers should check whether there is a requirement to complete a probationary period before employment is confirmed.

• Salary

Independent schools set their own salary scales and are not obliged to follow that set in the School Teachers’ Pay and Conditions Document.

The contract should set out the salary payable including any additional allowances payable, any provisions for salary increases such as due dates and amounts of increments and any conditions for entitlement to these. Some contracts provide for increments to be withheld in the case of perceived poor performance.

The latest salary scales for teachers are available on the NUT website, www.teachers.org.uk, and are also published on the Department for Education and Skills (DfES) website, www.dfes.gov.uk.
• **Teachers’ Duties**

The contract should specify the duties which you will be required to perform. Bear in mind that these may differ from those prescribed for teachers in the state sector – for example, you may be required to undertake lunchtime supervision or to participate in after-school activities. You should obtain sight of any additional documents referred to in the contract (e.g., "staff handbook") which may be relevant.

• **Working Time**

The contract should specify your working time obligations. The annual working time commitment of state school teachers is 1265 hours of directed time, to be worked over 195 days (including 5 non-pupil days) in each school year.

Some independent school contracts provide for teachers to be retained beyond the end of the school year for specific periods of time. Further duties required of the teacher during these periods might not necessarily be teaching duties.

• **Sick Leave and Sick Pay**

The contract should specify your entitlement to paid sick leave. Teachers in the State sector are, after three years’ service, entitled to a minimum of 100 working days on full pay and 100 working days on half pay in any one sick pay year. Teachers’ entitlements in the independent sector may well be less generous than in the state sector and there may be various additional conditions attached to entitlement. There are, however, statutory minimum entitlements which must be observed by employers.

• **Maternity Leave and Maternity Pay**

The contract should also specify details of any maternity provisions that may apply. Again, teachers’ entitlements in the independent sector may be less generous than in the State sector although there are again statutory minimum entitlements which must be observed by employers.

• **Leave of Absence**

The contract should also include some indication of arrangements for paid or unpaid leave of absence for reasons other than sickness or maternity e.g., death of a family member, parental or paternity leave or leave for reasons involving care of a dependent. There is no uniform level of entitlement for teachers in the State sector as practice varies between employers. Independent school employers must, however, observe as a minimum the right to reasonable unpaid time off for urgent domestic reasons.

• **Termination of Employment**

Notice requirements in independent schools may be longer or shorter than in the State sector where teachers may only leave at the end of the school term and must give at least two months’ notice (in the summer term three months) in order to do so.
• **Disciplinary and Grievance Procedures**

The contract should provide for proper procedures in respect of disciplinary action and pursuing grievances. These should include rights to a hearing before the employing body; to representation; to adequate notice of hearings; to provision of information regarding complaints, charges or adverse reports prior to the hearing; and to an appeal hearing. The procedures should also state clearly that suspension is not a disciplinary measure in itself, would happen only in exceptional circumstances and would always be on full pay.

• **Capability Procedures**

The contract should provide for procedures to be followed where there is concern about a teacher’s performance. These should include provisions for teachers to receive adequate notice of meetings with the headteacher and to be accompanied by a friend at such meetings, and also guidance on deciding a programme of support.

• **Pensions**

You should be clear about the arrangements for pension contributions. Some independent schools take part in the Teachers’ Superannuation Scheme, in which case the same arrangements will apply as in the state sector. Others may operate their own superannuation scheme or may or may not offer contributions to a private pension fund.

**OBTAINING FURTHER NUT ADVICE ON YOUR CONTRACT**

NUT members can obtain further specific advice in writing regarding contracts from the NUT’s Conditions of Service Department by sending a copy of the contract by post. Bear in mind that such advice will be of greatest use to you before you sign or accept the contract, since after this it may be too late to secure any changes which we might advise are necessary.

**ADVICE ON INDIVIDUAL SCHOOLS**

Some NUT members contact us with questions about the credibility of specific independent schools. It is not generally NUT policy to comment on the reputation of any particular independent school but we sometimes have to express reservations and recommend caution where we have evidence that particular schools have in the past failed to fulfil their obligations to teachers.

**RETURNING TO THE STATE SECTOR**

You should remember that, in the state sector, employees’ statutory employment rights are generally dependent on length of continuous service. Your “continuous service” will be broken for some purposes by your period of employment in the independent sector. Details of how your time in the independent sector will affect
your position on your return to the State sector are set out below.

**Salary** – Incremental points for years of teaching experience outside the State sector may or may not be awarded, at the discretion of the school’s governing body.

**Sick pay** – Your entitlements under the sick pay scheme are based on total length of aggregated service as a teacher in the State sector, regardless of breaks in service. Years of service in the independent sector will not, however, count.

**Maternity leave** – Teachers returning to the State sector will need to serve the required qualifying period afresh for entitlements under the teachers’ maternity leave scheme.

**Parental leave/time off for family and domestic reasons** – On your return to the State sector you will have to serve a fresh qualifying period for statutory entitlement to unpaid parental leave as your entitlement is based on length of continuous service with the current employer. Unpaid time off for family and domestic reasons is a statutory entitlement regardless of length of service.

**Unfair dismissal** – All employees must have completed one year’s service with their current employer before they can claim unfair dismissal. This will apply to any teacher returning to the state sector.

**Redundancy payments** – Teachers returning to the state sector will need to work for one year before they are entitled to a redundancy payment, and neither their previous experience in the state sector or that in the private sector count towards the level of payment.

**Pensions** – Teachers who were not in membership of the Teachers’ Superannuation Scheme during their employment in the private sector will be able to rejoin the scheme. Advice on transferring pension entitlements from another employer or on making some form of additional contributions in respect of the period out of the scheme can be obtained from the relevant NUT regional office or, in Wales, NUT Cymru.

NUT Conditions of Service Department

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