

Gard'ner Memorial Trust, operating as More House School (the School) and the NEU and NASUWT (the Unions) together the "**Parties**", have agreed as follows:

- 1 The School agrees to offer the contractual variation set out at Schedule 1 to members of its teaching staff, which when accepted will constitute a permanent change to contractual terms and conditions.
- 2 The Unions will recommend to their members that they agree to accept the contractual variation no later than 20 October 2023.
- 3 The parties will agree a joint statement to advise staff and parents of the outcome of the ACAS conciliation process, in the form attached at Schedule 2.
- 4 The Unions agrees that neither they, their officers, representatives or employees will write directly, including via social media, to parents or pupils or meet with them (either remotely or in person), without the School's prior authorisation.
- 5 The Parties agree not to make or publish or cause of be made or published to anyone in any circumstances any adverse or derogatory comments about the each other (including the officers, trustees or employees) including on social media or to the press. The parties further agree not to do anything which shall bring each other into disrepute. The parties shall use reasonable endeavours to ensure compliance with these provisions by their officers, representatives and employees.
- 6 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements, whether oral or writing.

Signed: Dated:

Signed by or on behalf of the School

Signed:..... Dated:

Signed for and on behalf of the NEU

Signed Dated:

Signed for and on behalf of the NASUWT

Contractual clause to take effect from 1 September 2024

Schedule 1 Contractual Variation

To take effect from 1 September 2024.

- 1. Teachers' Pension Scheme:** The School is an accepted school for the purposes of the Teachers' Pension Scheme (TPS) administered by Teachers' Pensions and governed by the Teachers' Pensions Regulations 2010 as amended from time to time.
- 2. Total direct cost of employment:** Your total direct cost of employment is made up of pensionable salary TPS employer pension contributions (or the equivalent cost for teachers in the DC Scheme) and Employer National Insurance contributions at the prevailing rate (**Total Direct Cost of Employment**).
- 3. Variation to employer pension contributions:** If you are a member of the TPS, you agree that your pensionable salary will be adjusted down so that the Total Direct Cost of Employment remains the same as if the employer contribution rate was 21.3%. The School will write to you to inform you of the adjustment prior to effecting any change. For the avoidance of doubt, any change to the rate of Employer National Insurance contributions will be excluded and will not affect pensionable salary.
- 4. Defined contribution scheme:** The School, as an alternative, offers a defined contribution pension scheme for teaching staff "the DC Scheme". For members of the DC Scheme, the School shall contribute an amount up to 20% of your salary into the DC Scheme. You will be expected to make contributions of no less than 2%. You may be able to make increased contributions subject always to the rules of the Scheme.
- 5. Flexibility in employer contribution rates for the DC Scheme:** Employees may ask the School to reduce the level of employer contributions payable on their behalf into the Scheme. The difference will be paid as a cash allowance (subject to usual deductions). This will be always on the basis that any contributions paid will be no less than 6% and sufficient to maintain the Scheme's status as a Qualifying Scheme.
- 6. Opt-out:** The School will automatically enrol you in the TPS. If you do not wish to be a member of the TPS you may choose to opt-out and forms are available from the TPS website. The School will automatically re-enrol all staff who are not members of the TPS on a three-yearly basis. Should you wish to continue to opt-out you will need to repeat the opt-out process with the TPS. Should you opt out of the TPS you will be enrolled in the DC Scheme (unless you also choose to opt out of the DC Scheme).
- 7. Life assurance:** Members of the DC Scheme shall be entitled to participate in the School's group life assurance scheme which shall pay a nominated beneficiary a sum equal to 3 times your basic annual salary if you die during your employment. Participation is subject to the terms and rules of the school's group life assurance scheme as amended from time to time. We reserve the right to discontinue, vary or amend our group life assurance scheme and provide an amended or alternative scheme at an equivalent level of cover at any time on reasonable notice.

8. **Income protection:** Members of the DC Scheme shall be entitled to participate in the School's group income protection scheme which shall pay a sum equal to 50% of your basic salary after 26 weeks of qualifying absence for up to 5 years, followed by a lump sum. Participation is subject to the terms and rules of the school's group income protection scheme as amended from time to time. We reserve the right to discontinue, vary or amend our group income protection scheme and provide an amended or alternative scheme at an equivalent level of cover at any time on reasonable notice.
9. **No equivalent:** Should you choose to opt out of the pension schemes you will not be entitled to require that the value of the minimum employer pension contribution should be substituted by an increase in salary.
10. **Variation:** The School reserves the right to withdraw or vary the DC Scheme which it offers to staff and provide an alternative scheme at the same level of employer contributions on a term's written notice at any time. Any variation will be confirmed to you in writing.

Schedule 2 Joint Statement