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Terminology

Current

Dental Foundation Training (DFT or FT)

Foundation Dentist (FD)

Training Programme Director (TPD)

Educational Supervisor (ES)

Associate Director of Dental Foundation Training (ADDFT)

Director of Postgraduate Dental Education (DPDE)
DENTAL FOUNDATION TRAINING - Information for Educational Supervisor applicants

Foundation Training Schemes starting in September 2015.

Essential (as this is an NHS funded post):

- The practice and the applicant can demonstrate a substantial commitment to NHS dentistry.
- Must have written support from the relevant NHS England Area Team.
- Educational Supervisor must complete at least 1,700 UDAs per year on a wide range of patients – not child only contract.
- At least 30% of practice income should be from NHS work confirmed in writing. The NHS work should be on a wide range of patients.

You must:

- Be an experienced and enthusiastic dentist with high clinical and ethical standards.
- Have been working in NHS primary care for at least four years as a performer post DFT (VT) with some managerial experience.
- Be able to provide a copy of your annual GDC certificate.
- If not the practice owner, provide a letter confirming support, control of training and understanding of practice management.
- > 50% qualified nursing staff in the practice, and have a suitably trained Dental Nurse available to the trainee at all times.
- Have an appropriate educational qualification or be on an approved course.

You will be expected to:

- Provide a dedicated surgery and suitably experienced/registered nurse for a Foundation Dentist for 35 hours per week for 48 weeks of the year to treat adults and children under the NHS.
- Work clinically in your practice for a minimum of three days a week when the FD is in practice to advise and assist the FD.
- Provide a one hour tutorial each week.
- Attend approved courses and Educational Supervisors meetings organised for Educational Supervisors.
- New Educational Supervisors will be expected to attend an induction course on Foundation Training.
- Participate in 14 sessions of educational activity related to Foundation Training.
- Not take annual leave in the 1st month of your FD appointment.
- Suitable clinical cover for the FD in the absence of the ES must available at all times. (i.e. holidays, the days when the ES is not in the practice)

NB: No TPDs or senior HENW (Manchester Office) staff will be appointed as Educational Supervisors.

As an Educational Supervisor on the HENW (Manchester Office) Dental Foundation Training Scheme you will receive:

- £64,164.24 p.a. for service costs (minus patient charges)
- A training grant, currently £9132.00 p.a.
- Reimbursement of FD’s salary £30,433.32 p.a.

(The Foundation Trainee’s salary has 1% uplift from 1 April 2014. The trainer grant has increased by 1% and service costs remain the same as in 2013/14).

If you wish to discuss whether you could become an Educational Supervisor, please contact one of the Dental Foundation Training Programme Directors (contact details on next page).
### HENW (Manchester Office) Contacts

<table>
<thead>
<tr>
<th>Postgraduate Department:</th>
<th>Personnel:</th>
</tr>
</thead>
</table>
| HENW (Manchester Office) | Mr Nicholas Taylor  
Director of Dental Postgraduate Education  
Dental Section  
3rd Floor, 3 Piccadilly Place  
Manchester, M1 3BN  
Tel: 0161-625-7661  
Website: www.nwpgmd.nhs.uk/dentistry | Director of Postgraduate Dental Education  
Mr David Read  
Associate Director of Dental Foundation Training  
& Training Programme Director (TPD) Pennine Dental Section  
david.read1@nhs.net  
Susan Tierney  
DF1 Administrator  
susan.tierney@nw.hee.nhs.uk |

<table>
<thead>
<tr>
<th>Addresses:</th>
<th>DF Training Programme Directors:</th>
</tr>
</thead>
</table>
| The Park House Dental Surgery  
80 Manchester Road  
Werneth  
Oldham  
OL9 7AP  
Tel: 0161 627 5242 | Mr Arshid Hussain  
North Manchester TPD  
ashhussain@nhs.net |
| Bury Dental Access Centre  
2nd Floor, Moorgate Primary Care Centre  
22 Derby Way  
BL9 0NJ  
Tel: 0161 447 9898 | Mrs Christine Battison  
Wythenshawe TPD  
christine.battison@nhs.net |
| Dental Surgery  
38 Highfield Road  
Farnworth  
Bolton  
BL4 0AD  
Tel: 01204 705363 | Mr Mark Ray  
Blackburn TPD  
mark.ray1@nhs.net |
| HENW (Manchester Office)  
Director of Dental Postgraduate Education  
Dental Section  
3rd Floor, 3 Piccadilly Place  
Manchester, M1 3BN  | David Read  
Lancaster TPD  
david.read1@nhs.net |
Application to be an Educational Supervisor - the process

Guidance and information can be obtained by contacting Susan Tierney at the HENW (Manchester Office) or downloaded from: http://www.nwpgmd.nhs.uk/becoming-educational-supervisor

Applications must be received by Friday 21 November 2014.

The Practice Inspection Visit

On receipt of your completed application form a practice inspection visit will be arranged.

- Allow 1 hour for practice inspection, the applicant must be available during the inspection.
- A letter containing details about the inspection will be sent to you prior to the inspection date and you will also be asked to submit a number of documents in advance of the practice inspection.
- You must have all required documentation readily available for verification.

Selection

Educational Supervisor places are limited so selection is competitive and the Selection Committee’s decision is final. There is no right of appeal.

Should your practice visit inspection be successful, you will be invited to a formal interview. You will be assessed at the interview on your evidence of CPD, awareness of Foundation Training, current dental Issues, Clinical Governance, Practice and Personal Development Plans, Postgraduate Qualifications, etc.

For further information please contact any of the DFT TPD’s.

Appointment

Following interview you will be notified of your appointment or otherwise by the HENW (Manchester Office).

Feedback on your interview can be requested from the Associate Director of Dental Foundation Training.

Acceptance:

Once appointed you will be sent an Educational Supervisor agreement to sign and return within seven days.

TERM DATES 2014-2015

TERM 1
1 September 2014 – 4/5 December 2014

TERM 2
8/9 January 2015 – 26/27 March 2015

TERM 3
16/17 April 2015 – 12 June 2015

Dental Foundation Recruitment of Educational Supervisors

NOVEMBER 2014
- Closing date for Educational Supervisor applications.

JANUARY 2015 – FEBRUARY 2015
- Practice inspections will be undertaken.

FEBRUARY 2015 – MARCH 2015
- Interviews will take place at the HENW offices in Manchester.

Overview of the Scheme

The HENW (Manchester) DF Training Scheme is a course designed for newly qualified Dentists to experience NHS Primary Dental Care. Foundation Dentists will be appointed to experienced Educational Supervisors for a period of 12 months and will attend the Day Release Course, usually on Thursdays or Fridays. (Exemption by FD from a study day is only by written permission of the Director)

How the scheme is organised
The scheme is entirely funded by the NHS. Overall administration of the scheme is the responsibility of the Director of Dental Postgraduate Education through the Associate Director of Dental Foundation Training. The day to-day administration is carried out by the Foundation Year One administrator from the Director of Dental Postgraduate Education’s office. The DF year includes experience gained in primary care dental practice, working alongside an approved Educational Supervisor and additional educational input at the Day Release Course. Each DF course is for the duration of 12 months, normally commencing in September; and normally there will be 12 -14 FDs per course.
NATIONAL RECRUITMENT

Appointment of Foundation Dentists (FDs)

All information can be found at: [http://www.copdend.org.uk/](http://www.copdend.org.uk/)

Local Allocation of DF places within Schemes in HENW (Manchester Office)

Following the National Recruitment process, successful candidates will be allocated to Dental Foundation schemes. The allocation of successful applicants to individual practices in the five schemes in the HENW (Manchester Office) will be achieved using the following process.

Each scheme will hold a meeting at which the successful FD candidates will be invited. At this meeting, each of the training practices on that scheme will deliver a short presentation about the practice and staff involved with training, in order that the successful FD candidates have information on which to base their preferred choice of practice. Written summaries of the practice details will also appear on the website prior to the meeting.

At the end of the meeting the successful FD candidates will be asked to list the practices in order of preference. Matches will then be made by NW HENW (Manchester Office), based on these preferences, with the highest scoring candidates in the National Recruitment process being given preference in their choices. If the offer of a place is declined, the vacant place would be filled with another candidate from the National Recruitment process.

Any successful FD candidates that are unable to attend the meeting will be given the opportunity to state their preferences by email before 5pm on the day of the meeting to: susan.tierney@nw.hee.nhs.uk

We would not expect successful candidates to engage in the process of visiting practices before the meeting as this would involve a lot of additional time for both parties with minimal benefit.

The practice placements start in September. The scheme study days start the first week in September. Educational Supervisors need to be present and available throughout the first month when FD’s require additional support and supervision.

On completion of the Foundation year, there is no further obligation on either the Educational Supervisor or the Foundation Dentist to enter into a new contract.
Facts on Finance

On appointment, Educational Supervisors will receive a training allowance in monthly instalments in arrears which will include the Educational Supervisors Grant, FD salary and Service Costs. Patient charge revenue for the patients treated by the FD will be subtracted from the payments.

Foundation Training in the NHS Primary Care Dental Services

From 1st April 2014

Disclaimer

This document is produced by COPDEND and is provided as a reference for Postgraduate Deans. The figures included in the document are extracted from the ‘Statement of Financial Entitlement’ (SFE) produced by the Department of Health. National Insurance and Superannuation contributions are estimates given for guidance only. Employers are responsible for managing PAYE deductions.

The Foundation Trainee’s salary has 1% uplift from 1 April 2014. The trainer grant has increased by 1% and service costs remain the same as in 2013/14.

TRAINEE SALARY

£ 2536.11 per month from 1 April 2014
£30,433.32 per year from 1 April 2014

TRAINER GRANT

£ 761.00 per month from 1 April 2014
£9132.00 per year from 1 April 2014

SERVICE COSTS

£ 5347.02 per month from 1 April 2014
£64,164.24 per year from 1 April 2014 (frozen for 2014/15)

ERNIC EMPLOYERS NATIONAL INSURANCE COSTS

£ 188.50 per month from 1 April 2014
£2262.00 per year from 1 April 2014

DFT’s salary monthly estimates

<table>
<thead>
<tr>
<th>DFT’s gross pay</th>
<th>Superannuation deduction</th>
<th>Net pay for Income tax</th>
<th>National Insurance Employee’s Contribution Contracted-out (CA39) Table D (based on gross pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>£2536.11</td>
<td>£235.86</td>
<td>£2300.25</td>
<td>£195.88</td>
</tr>
</tbody>
</table>
Turnover of DFT Educational Supervisors

While the over-riding aims of Dental Foundation Training are to ensure FD’s receive high quality training in the best available practices, it is important that ES’s contribute in a wider sense to an overall improvement in primary care dentistry. It achieves this by:

- Producing new GDPs who have completed a period of high quality training and have adopted good habits and are able to carry these values throughout their practising careers.
- The competitive appointment process which encourages Educational Supervisors and potential Educational Supervisors to invest in the quality of their staff and their practice and their own continuing professional development.
- A regular intake of new Educational Supervisors which leads to a broad skills base and large pool of experienced Educational Supervisors. An Educational Supervisor information evening CPD course is offered to make practitioners aware of the roles of a DFT Educational Supervisor and how their practice may be prepared for DFT.

Role of an Educational Supervisor

As the title suggests, the principal duty of the Educational Supervisor is to teach, both within the formal context of the one-to-one tutorial and in the broader framework of teaching by example.

The Educational Supervisor is often in the best position to assess the FD’s needs. Through the various processes of assessments and tutorials these needs can be identified, discussed and hopefully satisfied. The best Educational Supervisors will not apply the ‘do as I do’ philosophy, but encourage their FD’s to develop their own personal skills and attitudes. This is an active process which requires the Educational Supervisor to possess certain qualities:

- a willingness to teach
- an ability to communicate successfully
- a self-awareness
- a perception of the feelings of others
- In order that the Educational Supervisor can fulfil these roles, he or she must possess the quality of enthusiasm
- a full understanding and knowledge of the Dental Foundation Curriculum

A two year appointment process was established in 2013. Educational Supervisors appointed for two years must have had minimum of 1 years’ experience, come in the top 50% of the successful applicants of the interview and practice inspection process of appointed ES’s and have the recommendation of the scheme Training Programme Director.
GUIDELINES FOR BECOMING AN EDUCATIONAL SUPERVISOR

Profile of an Educational Supervisor

The greatest influence on FD’s is the example presented by Educational Supervisors so they must be enthusiastic, competent and caring general dental practitioners working in well-organised practices. The FD’s active involvement in the provision of high quality NHS dental care is central to his/her professional development and the Educational Supervisor is his/her role model. Although an Educational Supervisor’s clinical competence is difficult to measure, the ability to communicate effectively with patients during a consultation as well as with working colleagues is a key factor in successful general practice. The Educational Supervisor should work in a practice which is able and willing to provide the right environment for teaching and learning and help FD’s to develop a critical faculty for self-assessment. An Educational Supervisor’s availability and accessibility to his patients will be shown by the efficiency of his/her appointments system and other methods of access. An Educational Supervisor must be someone who adds knowledge to general practice; who can inspire as well as instruct. Educational Supervisors should have the desire, ability and commitment to teach, and should be able to recognise the special nature of the one-to-one relationship with FD’s and the responsibilities and educational opportunities that DFT affords. Educational Supervisors must be able to conduct an initial assessment of the FD and regularly monitor progress as well as guide and teach. They often need to possess counselling skills because of the personal and professional stresses involved in the job. One of the hallmarks of good general dental practitioners is the importance they attach to personal professional development and continuing education. Educational Supervisors should be able to demonstrate ways in which they organise this. The extent to which they are willing to subject themselves to performance review and critical examination as clinicians and as teachers will be seen as an indication of their commitment to continued learning. It is of great importance that the Educational Supervisor is in a stable and, as far as is possible to predict, in a long term relationship with his/her practice. He/she should also be in a position to influence practice policy.

COMMITMENT TO TEACH

Applicants should be able to show:

A willingness to teach by:
- Attendance at an Educational Supervisors course and a commitment to take part in Educational Supervisors and FD courses subsequent to appointment;
- Evidence of participation in postgraduate activity.
- Educational qualification approved by the Director of Dental Postgraduate.

A readiness to teach by being prepared to:
- Re-organise practice arrangements to take account of the presence of a FD;
- Secure the co-operation and understanding of practice colleagues and staff;
- Re-organise their own daily routine to allow adequate time for systematic and informal teaching and supervision;
- Form the nucleus of a practice library and have internet access.

An ability to teach; this may be difficult to assess initially but a judgement should be based on:
- Your understanding of the educational aims and methods of DFT;
- Your ability to follow the DFT Curriculum and to operate the assessment methods in the FD E-Portfolio;
- A willingness to submit to an assessment of your ability subsequent to appointment.
For Obligations of Educational Supervisors and Foundation Dentists see contract Appendix 1.

**STANDARDS FOR TRAINING PRACTICES**

These standards are a guide to help practitioners know what is normally expected for training practices in the HENW (Manchester Office). The TPD’s will use this criteria during inspection visits. They are for guidance; please contact one of the TPD’s if you require clarification. As a general guide the standards of the BDA Good Practice Scheme or equivalent will be expected as a minimum (it is advantageous, but not essential to have achieved BDA Good Practice status).

You must also comply with all current NHS terms of service and national legislation.

It is taken for granted that the following requirements will be met:

- NHS commitment of the Educational Supervisor (as on page 3)
- Adequate supply of NHS patients for FD
- The Foundation Dentist surgery must be of an adequate size
- The Educational Supervisor should not have been found in breach of their NHS terms of service or be under investigation by the GDC within eighteen months prior to their application.

**WORKING PATTERNS**

- The Foundation Dentist should not be timetabled to work as the sole performer in the practice except in exceptional circumstances.
- Working hours and patterns should be agreed prior to the commencement of the foundation year and the TPD should be notified in the case of any changes.
- If a Foundation Dentist works at the weekend there should be a day off during the week (i.e. the FD should not work a six day week).
- Foundation Dentist should not work more than five hours without a break.

**PRACTICE LAYOUT**

- The physical layout of the Practice should be such as to ensure that adequate support to the FD can be provided by the Educational Supervisor There should be a well-kept waiting room and space for reception and secretarial staff
- It is not necessary to have a laboratory on the premises but good communications with the technicians is most important.
- The Foundation Dentist’s surgery must measure not less than nine square metres and be suitable for four-handed and low-seated operation. The Foundation Dentist’s surgery should be capable of adaptation to accommodate both left and right-handed operators.
- Ensure your practice is able to accommodate left handed foundation dentists.
- Appropriate facilities for the prospective Foundation Dentist, i.e. surgery and all equipment, should ideally be in place prior to the practice inspection and interview. If this is not possible, then the application may be considered if plans and timetables for work are considered realistic and robust.

**EQUIPMENT - (All of which must conform to current statutory guidelines and standards)**

- The premises must be clean and adequately equipped.
- There must be acceptable methods of decontamination complying with the latest guidelines HTM 01-05
**STAFF**

- The Foundation Dentist must have the assistance of an experienced Dental Nurse.
- There should be adequate support from secretarial/reception staff in addition to the Dental Nurse Professional.
- Staff must have written Contracts of Employment. A Code of Practice and an Employer's Liability Insurance Certificate should be on display.

**FINANCE**

The Foundation Dentist will be employed as a Performer by the Educational Supervisor and or Provider using the Agreement drawn up by COPDEND. As from April 2006 all FD monies will be paid by HENW (Manchester Office) to the NHS England Area Team and then the BSA to the provider, lasting for the DFT year only. If the FD wishes to stay on following the DFT year, please ensure your Area Team can fund their appointment. Please note that UDAs generated by the Foundation Dentist including the notional 1,875 will NOT accrue to the practice.

**EDUCATIONAL SUPERVISOR ATTENDANCE**

The Educational Supervisor must be available in the practice for at least three working days per week while the Foundation Dentist is present (excluding holidays which must not exceed six weeks per year). Cover arrangements must be made during any absence of the Educational Supervisor and the TPD kept informed.

It is expected that the Educational Supervisor will be present & available throughout the first month of training.

**TEACHING**

The Educational Supervisor will spend one hour per week with the Foundation Dentist at the practice in a structured teaching environment, during normal working hours (not during lunch hour). The Educational Supervisor will be required to attend Training Courses and Study Day Courses as part of their 14 session's involvement in the year. These days are to be agreed with TPD.

Educational Supervisor Sessions:
- Educational Supervisor Meetings: 3
- Trainer Development: 4
- Final study day and presentations: 2
- Further at discretion of TPD: 5

**14 TOTAL**

Educational Supervisors must also have participated in an Equality & Diversity course within the last 3 years and be appraised by a TPD.

Educational Supervisors are encouraged to attend other sessions. The Educational Supervisor will work clinically on the same premises as the Foundation Dentist for at least six sessions per week. Suitable clinical cover for the FD in the absence of the ES must available at all times.
## GENERAL DENTAL PRACTICE FOUNDATION EDUCATIONAL SUPERVISOR

### Main Purpose of Job:
To employ, supervise and support a Foundation Dentist (FD) in primary dental care, so that the FD is able to work unsupervised in the general, personal and salaried dental services at the end of Dental Foundation Training.

### Role of the Educational Supervisor:
- To interact with the FD providing tuition, advice, information and facilities to fulfil the aims and objectives of Dental Foundation Training (DFT)
- To prepare for the role of educational supervisor by acquiring knowledge of the educational processes, the interpersonal skills necessary and learning how to apply them in the primary dental care / practice setting
- To liaise with the DFT Adviser and Associate Dean (DFT) as necessary to ensure that the FD completes DFT successfully

### Duties and Responsibilities:

<table>
<thead>
<tr>
<th>The Provider should:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Employ a FD as a salaried Dental Foundation Trainee under the terms of the agreed Trainee’s contract</td>
</tr>
<tr>
<td>2. Prepare and conduct weekly tutorials in protected time for the FD</td>
</tr>
<tr>
<td>3. To be available to give guidance in both clinical and administrative matters by working clinically in the same premises as the FD for not less than three days per week excluding the study day</td>
</tr>
<tr>
<td>4. Provide the FD with satisfactory facilities, support and relevant opportunities so that a wide range of NHS clinical practice is experienced and so that as far as is reasonably possible the FD is fully occupied providing NHS work</td>
</tr>
<tr>
<td>5. Assess and monitor the FD’s progress and professional development ensuring that the Portfolio is maintained and kept up-to-date</td>
</tr>
<tr>
<td>6. Provide appropriate feedback to the FD</td>
</tr>
<tr>
<td>7. Allow and require the FD to attend the DF study course of approximately 30 days, and ensure that the FD’s holidays do not lead to absence from the study days</td>
</tr>
<tr>
<td>8. Acquire the skills necessary to undertake the role of educational supervisor and to undertake training in assessment through participation in educational courses prior to the employment of a FD in the practice and during the training period, as required</td>
</tr>
<tr>
<td>9. Attend educational supervisor and assessment meetings and the required number of study day sessions as stipulated in the person specification and Educational supervisor agreement</td>
</tr>
<tr>
<td>10. Educational supervisor should not take leave during the first month of the FD</td>
</tr>
<tr>
<td>11.</td>
</tr>
<tr>
<td>12.</td>
</tr>
</tbody>
</table>
### General Dental Practice Foundation Educational Supervisor

#### Factors

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MEANS OF ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Application</strong></td>
<td><strong>Interview</strong></td>
</tr>
</tbody>
</table>

#### Experience

**Essential**
- At least 4 years in NHS Primary Care as a performer post DFT with some managerial experience
- A provider or performer who can demonstrate involvement and influence on the running of the practice and practice policy

**Desirable**
- A provider with managerial responsibility who is a practice owner or an equity holder
- Experience of Dental Foundation Training Year One
- Experience of Teaching

#### Qualifications & Training

**Essential**
- Registerable Dental Qualification
- Registered with the General Dental Council
- Proven commitment to Postgraduate Education and verifiable CPD hours to a minimum of GDC requirements
- Have an appropriate educational qualification or be enrolled on an approved course
- Have the written support of the relevant NHS England Area Team

#### Knowledge, Skills & Attitudes

**Essential**
- High clinical and ethical standards
- Provides a wide range of treatment
- Up to date on current best practice and the legal framework of General Dental Practice
- Work as part of a team within a well-run and stable practice
- A willingness to re-organise own daily routine and that of the practice to take into account the presence of a Foundation Dentist
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DESIRABLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has developed a critical faculty for self-assessment and can demonstrate this</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can demonstrate involvement in staff training and developments</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Experience in leading small groups or tutorials</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience of presentations</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Computer Literacy</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRACTICE</td>
<td>ESSENTIAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Supervisor complete at least 1,700 UDAs per year on a wide range of patients – not child only contract.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 30% of practice income should be from NHS work confirmed in writing. The NHS work should be on a wide range of patients.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriate workload for the Foundation Dentist</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Educational supervisor/Foundation Dentist surgeries available</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Adequate time commitment for training</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Valid satisfactory Dental Reference Service report that meets the national current standards for NHS dental service</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valid satisfactory DFT inspection report that meets the educational requirements for training</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registered experienced Nurse for the Foundation Dentist</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Internet and email access at the practice available for the Foundation Dentist</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>SPECIAL REQUIREMENTS</td>
<td>ESSENTIAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To work clinically for minimum of 3 days per week in practice on days that FD present</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>To attend 14 sessions of described educational activity related to Dental Foundation Training</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESIRABLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In practice on all non-study days</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Using Social Media

Key points:

♦ Social media can blur the boundary between an individual’s public and professional lives

♦ Dentists should have conservative privacy settings - be aware that not all information can be protected on the web

♦ The ethical and legal duty to protect patient confidentiality applies equally on the internet as to other media

♦ It would be inappropriate to post informal, personal or derogatory comments about patients or colleagues

♦ Dentists should not accept ‘friend’ requests from current or former patients

♦ Defamation law can apply to any comments posted on the web made in either a personal or professional capacity

**Dentists should be conscious of their online image and how it may impact on their professional standing!**
Important information

DFT is NHS funded and as such applicants must be able to demonstrate a commitment to the provision of a full range of NHS services in the practice.

It is normal practice in the HENW (Manchester Office) only to appoint one Foundation Dentist to an Educational Supervisor.

Educational Supervisors must not encourage Foundation Dentist’s or condone Foundation Dentist’s working for additional monies outside their contract in their own practice or another practice. Such activity will lead to termination of the Training Agreement with the Director of Postgraduate Dental Education.

Maternity & Paternity leave – refer to item 25 of the COPDEND FD Training Contract, please discuss all matters concerning maternity & paternity leave for educational supervisors, foundation dentists etc, with David Read, Associate Director of Dental Foundation Training.

Less Than Full Time Training (LTFT), it should be noted that a trainee has the right to request LTFT and the HENW (Manchester Office) and employer has a duty to consider each application positively, there is no right to LTFT in itself.

What happens if there are problems with the Foundation Dentist?
The TPD, in whose scheme you are based, will be most willing to attempt a solution of the problems and should be contacted promptly.
APPENDIX - 2 Guidance notes on the Foundation Contract

Foundation Training in General Dental Practice
Guidance notes on the FD, ES, contract of employment

Terminology Summary

A Postgraduate Dental Dean may also be known as the Director of Postgraduate Dental Education.
Regional Foundation Programme Directors are also known as Associate Director of Foundation Training.
Foundation Training Programme Director (FTPD) is also known as a Dental Foundation Training Adviser.
Foundation Dentist (FD) – the trainee dentist (formerly the Vocational Trainee)
Educational Supervisor (ES) - in practice trainer is also known as a Foundation Trainer.
A clinical supervisor is any other dentist that may assist the FD.
Owner, partnership or company is the dental practice ('the Practice') that holds the contract of employment with the FD and employs the FD.
The contract of employment ('the Contract') is the written contract between the Practice, the FD and the ES. It is separate from the educational agreement that they have each made with HE North West (Manchester Office).
Health Education North West (Manchester Office) formerly Postgraduate Deanery.
The terminology FD, the Practice and ES have been used throughout the Contract. They are the parties to the Contract.

Introduction

The FD’s Contract was initially drawn up by the British Dental Association for vocational training schemes in the UK and has been updated on several occasions by COPDEND. It will be used by Foundation Training practices for agreements entered into on or after 1st July 2014.

Please note the NHS Performer List regulations were amended April 2013 and the term Foundation Dentist was use throughout. The Contract and notes have accordingly been amended. The Performers List regulations should be used alongside these guidance notes http://www.legislation.gov.uk/uksi/2013/335/pdfs/uksi_20130335_en.pdf

The Contract has been approved as the national standard by the UK Committee of Postgraduate Dental Deans and Directors (COPDEND). [Terminology will have to be reviewed and amended in Scotland, Wales & North Ireland] It is a condition of approval as a Foundation Training practice and Educational Supervisor by the local Health Education organisation selection committee that the standard Contract is used when the ES and practice accepts and appoints a FD who has been allocated to them via National Recruitment. This is the only route for a FD to be assigned to, and employed by, a dental practice.

A copy of the signed Contract, practice grievance procedure and Contract side letter must be deposited with the HE North West (Manchester Office) Postgraduate Dental Dean/Directors office. ES’s may use the Contract as a template in discussion with their legal or insurance advisers; however, any variation in the terms of the Contract must be agreed with the local
HE North West (Manchester Office) Postgraduate Dental Dean/Director before the FD is in post.

These notes of guidance will help ESs, employers and FDs complete the Contract properly, by explaining the terms used and the intentions behind some of the clauses. Misunderstandings can be avoided if both parties make time to think through and understand the terms of the Contract in advance. If any questions arise from the Contract, advice should be sought from the Postgraduate Dental Dean/Director or Regional Training Programme Advisor/Associate Director for Foundation Training.

The parties enter into the Contract having agreed to abide by the educational agreements that they have each made with HE North West (Manchester Office) and mindful of the purpose of Foundation Training, which is to introduce the FD to NHS general dental practice in a protected environment while enhancing skills. The principles in these agreements underpin the Contract.

An ES is an experienced practitioner who has been approved by the relevant local selection procedure. The training practice will also have been approved within the training scheme.

Once the FD has started work, the Practice will be paid a grant, service allowance and reimbursed the FD’s salary via the NHS Business Service Authority. The Provider is responsible for the correct remuneration of the FD (National guidance on tax codes and other deductions is normally issued in April each year). Should the Practice receive an overpayment of the FD’s salary due to, for example, sick pay or maternity leave, the overpayment will be repaid by the Practice to the NHS England Local Area Team.

It is for the Postgraduate Dental Dean/Director to determine what further training is required if Foundation Training is incomplete at the end of the Contract. If, exceptionally, the training period has to be extended for any reason this should be done by entering into a new Contract of employment with the Practice or another dental practice, which clearly states that reason for the extension and the end date of the extension.

Currently FDs are only appointed by a National Recruitment process. Local Scheme allocation will take place in each HE North West (Manchester Office) area and FDs will be allocated a training practice using national recruitment ranking scores. The FD is the employee of the Practice and works as a Performer in the NHS. After the training period is over, the FD may continue to work in the Practice as an associate self-employed or salaried dentist or may move on to another practice. In the NHS, this is subject to the necessary funds being available within the Practice’s contract with the NHS England Area team or other NHS Primary Care Organisation.

In extreme circumstances it is possible that approval of the ES may be withdrawn. If this happens, every effort will be made by HE North West (Manchester Office) to find the FD a new training practice and ES in order to complete Foundation Training.

Exceptionally, an FD may have two joint ES’s or an ES may have more than one FD with the approval of the Postgraduate Dental Dean/Director. All parties should sign the Foundation Training Contract.

**Part-time Foundation training**

Should be discussed with HE North West (Manchester) office to arrange a suitably modified Contract.

**Preamble**
This Contract has three parties, the Practice*, ES (trainer) and FD (trainee). The ES and the Practice owner will in many cases be the same person. The Contract is divided into clear areas of responsibility.

The preamble places the Contract in context and lays down the fundamental principles.

If the FD is to work at more than one practice location, all of these locations need to be specified.

*The practice owner/partners/limited company/PLC’s authorised signatory should sign on its behalf. See the drafting notes in the Contract.

Clause 2 & 3

The ES must inform the Postgraduate Dental Dean and the NHS England Area Team of the appointment of a FD and the FD’s starting date in the practice. The agreement automatically terminates after one year (365 days). However it can be terminated at any time by either party giving one month’s written notice. If both parties agree, a shorter period of notice or pay in lieu may be given.

Clause 4

It is a decision for the Practice whether to terminate the Contract of a FD under investigation or suspended by the GDC or suspended from the Performers List by an NHS England Area Team. However, that decision should be taken in conjunction with HE North West (Manchester Office) Postgraduate Dean/Director

Clause 8

The FD’s salary is agreed and specified at a national level in the Statement of Financial Entitlement (SFE). http://www.nhsbsa.nhs.uk/860.aspx. Salary cannot be agreed or amended locally. During the period of training, the FD’s salary may be altered by amendments to the SFE. This is why the Contract does not specify the amount of salary. It is for the ES and FD to agree when the salary will be paid, but payment at the end of each month’s work is normal in salaried employment. The FD is entitled under employment law to an itemised payslip each month.

Any payment received from the BSA whilst the trainee is absent from work, for any reason other than holiday, maternity, paternity or sickness (see below) should be returned to the BSA. This could be a complex calculation and should be discussed agreed with HE North West (Manchester Office) Dean/Director. The Practice should not benefit financially from the FDs absence.

Clause 9

Note that the termination of the Contract for any reason will necessitate the stopping of payments from the NHS and any overpayment will be recovered.

Clause 10

This clause may be deleted if the FD opts out of the NHS Superannuation Scheme. A FD considering doing so should take appropriate professional advice.

Clause 13

Every practitioner must be protected against professional risks. ES’s should note that they may be liable for the actions and omissions of their FD. They should discuss cover for this potential liability with their professional indemnity insurance provider.

Clause 15.5
Structured tutorials are expected to continue on a weekly basis throughout the twelve-month term of the Contract. Patients should only be seen in tutorials in exceptional circumstances and for demonstration purposes. Tutorials should be held in normal clinical hours and not be held in meal breaks. Exceptionally, when it is appropriate, tutorials may be provided outside normal hours. For example, a session on re-opening a surgery may need to be out-of-hours.

Clause 15.8

The Foundation Training e-portfolio is crucial to the assessment of completion of Foundation Training and must be maintained carefully by both ES and FD. This includes taking part in the work based assessments and final appraisal. NB: Work based assessments should not be conducted in tutorial time.

Clause 15.12

This clause refers to the relevant sections of the local HE North West (Manchester Office) educational agreement.

Clause 17.1

The ES and Practice are responsible to the NHS England Area Team for the fulfilment of the terms of the Contract and so the FD must agree to obey the ES’s and or Practice’s direction.

Clause 17.2

The FD must work as a full, cooperative member of the Practice’s dental team. The FD must treat the other members of the dental team with respect and dignity at all times.

Clause 17.3

Any private fees for work done by the FD will accrue to the Practice or ES. As it is, the NHS’s Foundation Training scheme does not expect that the Trainee will do much private work. No other fees should be paid to the FD in addition to the salary except any reimbursement of travel costs in respect of domiciliary visits and travel and subsistence. Clinical work outside the GDC Scope of Practice should not be undertaken by the FD.


Clause 17.5

Hours of work must be agreed in advance within the constraints set out in that clause. It is expected that a FD will normally work 35 hours a week, exclusive of lunch breaks, including any study day courses. The table of hours of work at clause 18 must be completed by the Practice or ES prior to the start of training.

Clause 17.6

Any employment undertaken by the FD in addition to the Contract must not impinge on the FD commitment to Foundation Training nor compromise the FD’s ability to complete Foundation Training and will require prior written approval of both the ES and employer and HE North West (Manchester Office) Postgraduate Dental Dean/Director.

Clause 17.8

A FD has to make a commitment to the course, just as an ES must undertake to attend courses under his/her Contract with the Postgraduate Dental Dean/Director. The FD will not take holidays which clash with study days, so absence from the study day course is acceptable only on grounds of illness or other unavoidable cause and the Postgraduate...
Dean/Director should be informed and written approval given. A FD will be expected to attend additional studies, for example as a result of not being able to attend a study day because of illness

Clause 18

The table of hours of work must be completed by the Practice or ES setting out the FD’s agreed days and hours of work.

Clause 19

If a FD agrees to work on a public holiday, he or she should be given a day's leave in lieu.

Clause 22

The FD must notify the nominated person at the Practice if the FD is absent due to illness. That person’s name should be added to clause 22 and 23 of the Contract by the Practice or ES.

Sick leave should be monitored by the Practice. Foundation Trainees having more than 10 days sickness or other unavoidable absence will be reviewed by the HE North West (Manchester Office) Postgraduate

Dean /Director for possible extension or termination of training. In case of frequent absences the ES may ask for medical evidence for periods of absence of less than seven calendar days.

Any leave in addition to the normal holiday entitlement and reasonable sickness can only be taken with the agreement of the ES, the Regional Foundation Programme/Associate Director, and the Postgraduate Dean/Director. Otherwise the Contract must be terminated.

Clause 25

In addition to Statutory Maternity Leave, the FD has the right to reasonable time off with pay to receive antenatal care and to attend antenatal classes. Please see links web sites of ASCS, BDA, UK Gov, HMRC.

FDs should note that although they have the right to maternity leave, the Contract is fixed term. If it expires while the FD is on maternity leave, then they will be treated as dismissed unless the Contract is renewed on or before its termination. The law does not give FDs the right to return to their employment after the Contract end date has passed unless they have explicitly agreed with the Practice and the Postgraduate Dean/Directors in writing for their training to be extended. Such an extension to training will require a new contract of employment. Where such an extension to training is considered by the Postgraduate Dean/Directors to be necessary and appropriate, but another training practice is required to complete the training, the Postgraduate Dean/Directors will endeavour to find a suitable ES and training practice to allow the FD to achieve the Foundation Training requirements for certification, although this cannot be guaranteed. HE North West (Manchester Office) is not responsible for the FDs employment and is not obligated to find a suitable training placement.

If an FD's Contract ends before her ‘qualifying week’ (the 15th week before the expected week of childbirth) she will not qualify for Statutory Maternity Pay (SMP) but may be able to claim Maternity Allowance from JobCentre Plus. If the Contract ends in or after the qualifying week and she meets the qualifying conditions for SMP (length of service, etc..), she is entitled to receive SMP for the full 39 week period (or until she starts a new job, whichever is sooner). The Practice will be responsible for paying all of the SMP but it may be able to reclaim the payments from the Government.
Clause 27

A copy of the practice grievance and disciplinary procedure should be appended to the Contract and forwarded to HE North West (Manchester Office) with the Side Letter.

Questions and answers

What can be deleted from the Contract?

This is a Contract template which needs completing with local names, hours and any specific requirements. Any other amendments should be agreed in writing with the HE North West (Manchester Office) Postgraduate Dean/Director concerned.

What can be added to the Contract?

In theory, anything that does not negate the other clauses. Both sides should take advice prior to the drawing up of additional clauses and must have prior written agreement with the HE North West (Manchester Office) Postgraduate Dental Dean/Director of the changes they intend to make before altering the Contract.

What if there are joint ES’s?

They should each enter into the Contract with the FD and will be jointly and severally liable for training. The FD must be clear who is responsible for his/her training at any one time, or in any one place.

What about sick leave?

For the first four months of employment with the Practice, the FD is entitled to Statutory Sick Pay entitlement. See below for further guidance regarding Statutory Sick Pay. After four months service this increases to one month’s full pay and two months half pay. Any entitlement to sick pay ends when the Contract is terminated or comes to an end without being renewed by the Practice.

What about maternity/paternity leave?

Upon notification to the Practice of pregnancy/adoption, and subject to the statutory requirements, the FD is entitled to up to 52 weeks’ maternity/adoption leave (Statutory Maternity Leave). During the period of Statutory Maternity Leave, the FD’s fixed-term Contract of employment shall continue unless it is ended by the practice or the FD. There is no right to return to work if the fixed-term Contract expires without being renewed by the Practice.

FDs who qualify for Statutory Maternity Pay/Statutory Adoption Pay shall be paid for the first 6 weeks at 90% of average earnings and then at the prescribed rate of Statutory Maternity Pay for the following 33 weeks.

The FD is entitled to paid time off during working hours for ante-natal care. However, where necessary, it may be reasonable for the Practice to refuse any such request.

Can the Contract be extended?

No, but in exceptional circumstances a new contract of employment may be entered into for educational or other reasons. A new contract of employment can only run for a limited period. It requires the permission from ES/Practice, FTPD and the Postgraduate Dental Dean/Director. An extension to training will usually require specific learning objectives and outcomes.

Who is clinically responsible?
The FD is engaged on the understanding that s/he is skilled to perform certain duties and will do so with reasonable professional care, with in the GDC Scope of Practice and their training. However, the ES and/or practice owner as employer takes full responsibility under his/her contract with the Primary Care Organisation (e.g. NHS England Area Team) for the FD acts and omissions. The FD could appear before the General Dental Council as a fully registered practitioner in, for instance, a case of professional misconduct and must comply with his/her obligations under the Performers Lists regulations (April 2013).

**How should forms be completed?**

Forms (electronic or paper) should be completed under the Contractor's number with the FD's suffix. The FD should sign the forms (have own pin number). The FD may prescribe in the same way as the ES, using his Practice stamp on the appropriate form.

**What about patient charges?**

The ES and/or the practice owner will be responsible for charges not collected by the FD or not collected on his behalf by the Practice.

**How does employment law relate to the FD?**

Once the Contract of employment is completed, the FD is an employee of the Practice. The standard Contract complies with the relevant employment legislation.

**What about grievance procedures?**

Procedures must be established within a Practice for dealing with grievances. Any serious difficulties should be referred to the FTPD and/or Regional/Associate Director for Foundation Training. A copy of the grievance procedure should be returned to HE North West (Manchester Office) with the Contract and side letter.

**What about insurance?**

The ES/Practice must have employer's liability insurance as required by the relevant health and safety legislation.

**What is the FD's tax liability?**

The FD is taxed on a PAYE basis. As the employer, the Practice is responsible for deducting the required tax.

**What about National Insurance and superannuation?**

The Practice is responsible for the employer's NI contribution and for deducting the employee's contribution from the FD's pay. If the FD is a member of the NHS Superannuation Scheme, the appropriate current percentage of the FD's pay will be deducted at source and NI will be deducted at the lower Contracted-out rate. Amendments to the rates are usually issued in April each year.

**For more information**

British Dental Association

64 Wimpole Street, London, W1G 8YS

Tel: 020 7563 4574

https://www.bda.org/
STATUTORY SICK PAY

Statutory Sick Pay (SSP) is the minimum statutory amount payable to an employee who has been absent from work through illness.

Notification

In order to be considered for SSP, an employee should notify the employer of the illness. The employer is entitled to ask for reasonable evidence of incapacity, such as self-certification, for periods of illness lasting fewer than seven days, or a doctor’s note for illnesses of seven days or longer.

Entitlement

An employee who is sick for three calendar days in a row or fewer is not covered by SSP. There are rules governing eligibility for and the amount of SSP payable and for how long, depending upon the amount of sick leave taken in a year and how separate periods of incapacity for work link together. Advice should be taken from the BDA in individual cases.

SSP is subject to NI and tax contributions and is paid when usual salary payments are made, for example weekly or monthly.

The current policy for sick pay in written into the Contract

Recovering SSP

Employers can seek advice from the BDA and find full details of SSP in the DSS leaflet CA 35/36. The Inland Revenue website is also very useful:

http://www.inlandrevenue.gov.uk/employers
APPENDIX 3 – Foundation Dentist’s CONTRACT

FULL-TIME FOUNDATION TRAINING IN THE GENERAL DENTAL SERVICES
This is a template contract of employment - please notify local HEE should amendment be required

THIS AGREEMENT is made the __________ day of _____________ 20 ___

BETWEEN

___________________________________________________________________ of_________________________________________________________________

________________________Dental Practice owner/partner ("the Practice")

and ________________________________________________________ of Foundation Dentist

and ________________________________________________________ of Educational Supervisor

Background
This contract of employment applies exclusively to arrangements made under dental Foundation Training schemes in [England].
The purpose of the national Dental Foundation Training Scheme is to enhance clinical and administrative competence and promote high standards and to introduce the Foundation Dentist to general dental practice in a protected environment while enhancing skills.
The Practice agrees that the Educational Supervisor will be the nominated Educational Supervisor of the Foundation Dentist throughout the duration of this contract.
Both the Educational Supervisor and the Foundation Dentist have entered into educational agreements with Health Education North West (Manchester Office). The Educational Supervisor has been approved as an Educational Supervisor in General Dental Practice. On that basis the Foundation Dentist wishes to enter employment on a Dental Foundation Training programme with the Practice. The Practice understands that it is a requirement of this contract that the Educational Supervisor provides and is responsible for the relevant training to the Foundation Dentist at the Practice.
The parties agree to establish this contract upon the following terms and conditions:

IT IS AGREED as follows:

1 The Practice will employ the Foundation Dentist and the Foundation Dentist will work as an employed performer at the Practice to the best of his/her ability and will do his/her best to promote the interests of the Practice and to serve its patients as required.

2 Subject to any early termination under the clauses below, this agreement shall start on the 1st day of September 2014 and shall automatically terminate one year later. No employment with a previous employer counts towards the Foundation Dentist’s period of continuous employment with the Practice.

3 Notwithstanding clause 2 this agreement may be terminated at any time by either party giving one month’s notice in writing to the other. If both parties agree a shorter period of notice, a shorter period of notice or payment in lieu of notice may be given.

4 The Practice shall be entitled to dismiss the Foundation Dentist at any time without either notice or payment in lieu of notice if the Foundation Dentist
commits a serious breach of their obligations as an employee (including but not limited to the obligations as set out below and gross misconduct as defined in the Practice’s relevant policy); if they cease to be entitled to work in the United Kingdom; or if they are suspended by the General Dental Council (GDC) or from the Performers List.

5 The Foundation Dentist is employed as a Foundation Dentist and reports to the Educational Supervisor. The duties are set out in the attached job description. The Foundation Dentist may be required to undertake other duties from time to time as may reasonably be required.

6 The Foundation Dentist warrants that he/she is entitled to work in the UK and has obtained GDC registration prior to starting employment with the Practice. The Foundation Dentist will notify the Educational Supervisor, the Practice and the Postgraduate Dental Dean/Director immediately if he/she ceases to be so entitled or registered at any time in the duration of this contract.

7 The Foundation Dentist will not be required to work outside the UK.

8 During employment under this contract the Practice shall pay to the Foundation Dentist a salary at the rates laid down from time to time in the Statement of Financial Entitlements payable to General Dental Practitioners as applicable to Foundation Training. Payments will be made in arrears by monthly instalments on the __________ day of each calendar month.

9 The Practice acknowledges that termination of this contract for any reason will lead to the stopping of all associated Foundation Training payments from the NHS and that any overpayment from the NHS to the Practice will be repaid by the practice to the NHS England Local Area Team

10 The Foundation Dentist will be subject to the NHS Superannuation Regulations and the Educational Supervisor will account to the proper authority for all contributions and other payments for which the Foundation Dentist is liable under the said Regulations.

11 The Practice is entitled to deduct from the Foundation Dentist’s salary or other payments due to them any overpayments which the Foundation Dentist may owe to the Practice at any time.

12 The Practice will pay to the Foundation Dentist all travel and subsistence payments received on behalf of the Foundation Dentist in the monthly schedules from the NHS.

13 The Foundation Dentist and Educational Supervisor will maintain themselves on the GDC Register and be members of an appropriate medical defence organisation during the period of the employment at their own expense.

14 The Practice will ensure employers liability cover is in place.

15 **During the continuance of this employment the Educational Supervisor shall:**

   15.1 work in the same premises as the Foundation Dentist in a surgery to which the Foundation Dentist has sufficient access to allow him/her to fulfil his/her obligations under the contract, for not less than 3 days per week;

   15.2 ensure the Practice can provide the Foundation Dentist with NHS activity
15.3 be available to the Foundation Dentist for guidance in both clinical and administrative matters;
15.4 provide reference material for the use of the Foundation Dentist;
15.5 except during holiday or sickness absence of the Educational Supervisor or the Foundation Dentist, provide weekly tutorials for the Foundation Dentist. Such tutorials to take place during normal practice hours (not during lunch hours or other breaks) and to be of a minimum of one hour’s duration. Exceptionally tutorials may be provided outside of normal practice hours;
15.6 carry out work based assessments with the Foundation Dentist as determined by Health Education England, COPDEND and any successor organisation;
15.7 provide the Foundation Dentist opportunities to perform a broad range of clinical procedures under the NHS and shall ensure as far as reasonably practicable that there is an adequate patient flow to fully occupy clinical time and to allow the Foundation Dentist to achieve the competencies within the Interim Foundation Curriculum (see http://copdend.org);
15.8 complete the required sections of the Foundation Training e-Portfolio provided by Health Education England, COPDEND and any successor organisation;
15.9 inform the Postgraduate Dental Dean/Director immediately in writing if the circumstances of either the Educational Supervisor, the Practice or the Foundation Dentist change in such a way as to alter the contract of employment or training contract;
15.10 inform the Postgraduate Dental Dean/Director immediately should the Foundation Dentist have a cumulative sickness absence greater than 10 days during the duration of this contract;
15.11 inform the Postgraduate Dental Dean/Director immediately should the Practice, the Foundation Dentist or the Educational Supervisor be investigated by any NHS body and/or the GDC; and
15.12 fulfil the obligations and responsibilities of Educational Supervisors as set out in the Educational Supervisor’s educational agreement with HE North West (Manchester Office).

16 During the continuance of this employment the Practice shall:
16.1 provide the Foundation Dentist with in surgery access to the internet during working hours;
16.2 allow and require the Foundation Dentist to attend a minimum of 30 study days in the year arranged by the Foundation Programme Director and allow the Foundation Dentist to work in practice on those days when study days are not organised or cancelled;
16.3 provide the Foundation Dentist with satisfactory facilities to comply with
16.4 provide the Foundation Dentist with administrative support and when required the assistance of a suitable experienced dental nurse;

16.5 ensure that the Hepatitis B immunisation status of the Foundation Dentist is in line with local guidelines and that the Foundation Dentist is compliant with other blood borne virus policies, where applicable; and

16.6 inform the Postgraduate Dental Dean/Director immediately should the Foundation Dentist or the Educational Supervisor have a cumulative sickness absence greater than 10 days during the duration of this contract.

17 During the continuance of this employment the Foundation Dentist shall:

17.1 fulfil and obey all lawful and reasonable directions and orders of the Educational Supervisor and the Practice and not at any time except in the case of illness or other unavoidable cause or permitted holidays be absent from the service of the Practice without its consent;

17.2 work cooperatively with colleagues in the Practice, in particular with the dental nurse assigned to him/her;

17.3 follow all of the Practice’s protocols for record keeping and taking fees for any NHS or necessary private work which the Foundation Dentist may carry out whilst at the Practice. The Foundation Dentist will not be paid anything over their salary as set in clause [8]. Any private fees for work done by the Foundation Dentist will accrue to the Practice;

17.4 keep all usual and necessary dental charts and an appropriate records of the work done for all patients attended to by him/her following current good practice, and follow and practice as advised by the Educational Supervisor or the Practice in relation to record keeping;

17.5 devote his/her whole time to the Practice during the hours specified in clause [18]. The Foundation Dentist is prohibited from being an employee, consultant, worker or director of any other company, firm or organisation during the course of this contract unless it is with the prior written consent of the Educational Supervisor and the Postgraduate Dental Dean/Director;

17.6 unless as part of the training course, not normally attend any patient or perform any operation or prosthetic work for any person other than the Practice. For the avoidance of doubt, the Foundation Dentist is prohibited from performing any out of hours work during the course of this contract unless it is with the prior written consent of the Educational Supervisor and the Postgraduate Dental Dean/Director. The Foundation Dentist should only perform operations they have been trained to do and should not perform operations outside the GDC Scope of Practice, e.g. Botox or cosmetic fillers;

17.7 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Foundation Dentist or his/her employment and observe and conform to all the Standards For Dental Professionals, as set out by the GDC;
17.8 attend all study day courses as are set out in the published programme and shall not, except in case of illness or other unavoidable cause, absent himself/herself from any such course without the prior consent both of the Educational Supervisor and Health Education North West (Manchester Office). Such consent will only be allowed in exceptional circumstances and is subject to the agreement of the Training Programme Director and the Postgraduate Dental Dean/Director following written application at least 6 weeks in advance. The Foundation Dentist will be expected to make up any study days missed with suitable equivalent training/education;

17.9 attend weekly tutorials with the Educational Supervisor and participate in work based assessments as determined by the Health Education North West (Manchester Office);

17.10 maintain and complete the Foundation Training e-Portfolio provided by Health Education North West (Manchester Office), COPDEND and successor organisations;

17.11 undertaking such educational studies as may be reasonably advised from time to time by the Regional Director/Training Programme Director of Foundation Training;

17.12 inform the Postgraduate Dental Dean/Director, Practice and Educational Supervisor of any alteration in his/her circumstances which might affect this contract of employment; and

17.13 fulfill the obligations and responsibilities of Foundation Dentists in the Dental Foundation Training scheme as contained in Foundation Dentist’s April 2014 Page 6 educational agreement with [ ] Health Education North West (Manchester Office) and the standards expected by the GDC of a dental practitioner.

18 The Foundation Dentist will work 35 hours per week at times as specified by the Practice in the table below. These hours of work are only to be changed with agreement from the Postgraduate Dean/Director. Hours worked must be between 8 am and 8 pm Monday to Saturday and a maximum of 5 days in any week inclusive of study days; with a maximum of 8 hours worked in a single day (Practice to insert details in table below specifying days and hours of work including breaks)
Monday Tuesday Wednesday Thursday Friday Saturday

19 The Foundation Dentist shall be entitled to 5.6 weeks’ holiday, including bank holidays, with full pay during the period of twelve months in the Practice, pro rata for part-time working. Such holidays shall be taken at the times agreed between the parties. The Foundation Dentist shall not take more than 3 days annual leave within the first 8 weeks of the training year or take holidays on study days without the written approval of the regional Postgraduate Dental Dean/Director of Health Education North West (Manchester Office).

20 Where employment ends or is terminated a payment will be made on a pro-rata basis in respect of any accrued holiday entitlement that has arisen in the relevant leave year but has not been taken on the date of termination.

21 A deduction will be made from the Foundation Dentist’s final pay on a pro-rata
basis for any holiday taken in excess of their entitlement in that leave year, at the date of termination.

22 If absent due to sickness the Foundation Dentist will be entitled to statutory sick pay entitlement during the first four months of employment; after four months service the Foundation Dentist is entitled to one month’s full pay and two months’ half pay. Any entitlement to sick pay ends when this contract ends or is terminated by either party. If the Foundation Dentist is absent from work for any reason, he/she must notify [POSITION] of the reason for absence as soon as possible but no later than [TIME] on the first day of absence to give the reason for absence and, if possible, to say when they hope to return to work. Unauthorised absence will not be paid.

23 The Foundation Dentist should fill out a self-certification form for any period of absence due to illness lasting less than 7 days. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate stating the reason for absence must be obtained at the Foundation Dentist’s own cost and supplied to [POSITION]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate. Cumulative absence of greater than 10 days during the training year must be reported by the Foundation Dentist to the Postgraduate Dean/Director and will be reviewed by the Postgraduate Dean/Director for possible extension or termination of training.

24 The Foundation Dentist agrees to consent to a reasonable request for a medical examination (at the Practice's expense) by a doctor nominated by the Practice should the Practice so require. The Foundation Dentist agrees that any report produced in connection with any such examination may be disclosed to the Practice and Health Education North West (Manchester Office) and the Educational Supervisor and the Postgraduate Dean/Director may discuss the contents of the report with the relevant doctor.

25 Upon notification to the Practice of pregnancy/adoption, the Foundation Dentist shall be entitled to up to 52 weeks' maternity/adoption leave (Statutory Maternity Leave). During the period of Statutory Maternity Leave, the Foundation Dentist's fixed-term contract of employment shall continue unless either party expressly ends it or this fixed-term contract expires without being renewed by the Practice. This contract will not be automatically extended to allow a Foundation Dentist to complete any Maternity or Adoption Leave. Continuation of the contract includes all terms and conditions applying to the Foundation Dentist under the contract, save for the terms as to remuneration. Foundation Dentists, who properly qualifies with sufficient continuous employment with the Practice, shall be entitled to Statutory Maternity Pay/Statutory Adoption Pay as the case may be. Statutory Maternity Pay shall be paid for the first 6 weeks at 90% of average earnings and then at the prescribed rate of Statutory Maternity Pay for the following 33 weeks. The Foundation Dentist shall be entitled to paid time off during working hours for the purpose of receiving ante-natal care however it may be reasonable for the Practice to refuse any such request.

26 Nothing in this contract shall entitle the Foundation Dentist to any of the rights or expose him/her to any of the liabilities of a partner or constitute in any way the relationship of partners between the Educational Supervisor and the Foundation Dentist.

27 The Foundation Dentist should note the Practice’s disciplinary and grievance procedures. The grievance procedure is contained within Appendix 1 to this
agreement. Should the Foundation Dentist have any complaint or grievance regarding his/her employment or terms and conditions relating to that employment, the Foundation Dentist should raise the matter initially with the Practice and notify the Postgraduate Dean/Director. The full disciplinary rules in place in the Practice are set out in Appendix 2.

28 The Educational Supervisor reserves the right to suspend the Foundation Dentist with pay for a period of no longer than necessary for the purposes of investigating any allegation of misconduct or neglect against the Foundation Dentist. Any suspension must will be immediately informed to the Dean/Director of Postgraduate Dental Education in Health Education North West (Manchester Office).

29 The Foundation Dentist shall not use or disclose to any person either during or at any time after his/her employment with the Practice any confidential April 2014 Page 8 information about the business or affairs of the Educational Supervisor or Practice or any of the Educational Supervisor’s patients or Practice employees.

30 For the purposes of clause [29], confidential information means any personal information or matter which is not in the public domain and which relates to the affairs of the Practice, Educational Supervisor or any of the Educational Supervisor’s patients or Practice employees.

31 The restriction in Clause [29] does not apply to:

31.1 prevent the Foundation Dentist from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or

31.2 use or disclosure that has been authorised by the Practice, as required by law; or the GDC.

32 All documents, manuals, hardware and software provided for your use by the Practice, and any data or documents (including copies) produced, maintained or stored on the Practice’s computer systems or other electronic equipment (including mobile phones), remain the property of the Practice.

33 Any Practice property in the Foundation Dentist's possession and any original or copy documents obtained by the Foundation Dentist in the course of his/her employment shall be returned to the Practice at any time on request and in any event prior to the termination of your employment with the Practice.

34 In this agreement references to any enactment order regulation or other similar instrument shall be construed as a reference to such enactment order regulation or instrument as amended from time to time or as replaced by any subsequent enactment order regulation or instrument.

Signed as a deed by the Educational Supervisor [Insert signatory name]

in the presence of:

Witness
[Insert witness name]
[Insert witness address]
[Insert witness occupation]

Signed as a deed by the Foundation Dentist [Insert signatory name]
in the presence of:

Witness
[Insert witness name]
[Insert witness address]
[Insert witness occupation]

Option 1: FOR Practices that are COMPANIES / LLPs
Executed as a deed by [Insert Practice company / LLP name] acting by [insert signatory name]

[“Director” for company / “Member” for LLP]
in the presence of:

Witness
[Insert witness name]
[Insert witness address]
[Insert witness occupation]

Option 2: FOR Practices that are PARTNERSHIPS
[Drafting note – because a partnership does not have its own legal status independently of the individual partners who participate in it, in order for a deed to be validly executed by a partnership either (i) all of the partners comprising the partnership must sign the document in their own right or (ii) evidence must be obtained (eg a valid power of attorney) that the partner(s) signing the document are duly authorised to do so on behalf of all the partners comprising the partnership. In most cases the partners will be individual persons in which case the form of words below is to be used, though if a partner is a company, the form of words above should be used.]
Executed as a deed by [Insert name of signatory] in their capacity as a partner of [Insert partnership name]

Partner
in the presence of:

Witness
[Insert witness name]
[Insert witness address]
[Insert witness occupation]

[Drafting note – in the event that any other capacity of legal entity is proposed to sign the deed, you should consider taking legal advice on the form of signature block prior to completion]