



MODEL CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR A TEACHER

IN A CATHOLIC SCHOOL

[THIS MODEL CONTRACT SHOULD BE ADAPTED ACCORDING TO THE SPECIFIC APPOINTMENT. YOU SHOULD TAKE APPROPRIATE INDEPENDENT LEGAL ADVICE AS TO THE SUITABILITY OF YOUR ADAPTED VERSION OF THIS CONTRACT PRIOR TO ISSUE. THE CATHOLIC EDUCATION SERVICE ACCEPTS NO LIABILITY FOR THE LEGAL ACCURACY OF ADAPTED VERSIONS OF THIS CONTRACT]

**THIS AGREEMENT IS A CONTRACT
OF EMPLOYMENT BETWEEN**

(1) THE GOVERNING BODY OF

ENTER SCHOOL NAME HERE

SITUATED AT

ENTER ADDRESS OF SCHOOL HERE

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

ENTER DIOCESE NAME HERE

(“THE GOVERNING BODY”)

AND

(1) ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE

(“YOU”)

FOR SERVICE AS

A TEACHER

PREAMBLE

This Statement of Written Particulars contains the terms of Your employment which is given to You in accordance with Section 1 of the Employment Rights Act 1996 by your employer, the Governing Body of **ENTER SCHOOL NAME HERE** ("the School"). It should be read in conjunction with the Governing Body's **Staff Handbook**, disciplinary, grievance and capability policies and any other policies and procedures the Governing Body operates from time to time. This Statement, together with any such policies and procedures which the Governing Body stipulate as expressly contractual in nature, constitute Your contract of employment with the School.

1 THE POST

You are appointed by the Governing Body to serve as **ENTER TYPE OF TEACHER HERE E.G. SCIENCE TEACHER** ("the Post") at the School. Your job description will be provided to You by the Governing Body and may be attached to this contract at Appendix 1. The terms and conditions of Your employment set out in this contract may be subject to periodical review following consultation with You.

2 COMMENCEMENT OF CONTRACT

- 2.1 Your Post commences on **ENTER DATE HERE**.
- 2.2 Your continuous service under the Employment Acts will usually be calculated from the date You started working at the School unless Your employment with a previous Governing Body of a voluntary aided or foundation school, or Local Authority, counts as continuous service under the Employment Acts.
- 2.3 For determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with Your service at this School in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) and/or the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015 (as amended) as appropriate.

3 DURATION OF CONTRACT

3.1 Your Post is a permanent full time Post.

3.1 Your Post is a permanent part time post.

3.1 Your Post is for a fixed-term which expires on [ENTER DATE HERE] because [ENTER REASON FOR TEMPORARY FIXED-TERM CONTRACT HERE].

3.1 Your Post is a temporary post which will expire on the happening of [ENTER EVENT].

3.2 INSERT ANY OTHER DETAILS/DESCRIPTION PARTICULAR TO "DURATION OF CONTRACT". IF THERE ARE NO ADDITIONAL DETAILS, PLEASE DELETE THIS SUB-CLAUSE IN ITS ENTIRETY.

4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

4.1 You are to exercise the ministry of a teacher under the supervision of the Diocesan Bishop and to exercise the professional duties and maintain the professional standards of the Post in the School under the directions of the Governing Body and under the immediate directions of the Headteacher and in accordance with:

4.1 (a) the provisions of the Education Acts and any associated regulations;

4.1 (b) the Trust Deed and the Instrument of Government of the School;

4.1 (c) Canon Law in relation to the governance and the Catholic character of the School;

4.1 (d) the Teachers' Standards from time to time published by the Department for Education; the Revised Professional Standards for Education Practitioners in Wales from time to time published by the Welsh Government;

4.1 (e) the conditions of employment prescribed in the School Teachers' Pay and Conditions Document ("STPCD") from time to time in force, and the National Workload Agreement, where applicable;

4.1 (f) any policies, procedures, regulations or rules of the Governing Body;

And, to the extent that they are compatible with 4.1(a) to 4.1(f) above:

4.1 (g) the Burgundy Book, and any further modifications of the same;

4.1 (h) any local collective agreements recognised by the Governing Body (which may be listed (non-exhaustive) at Appendix 2).

4.2 You are:

4.2 (a) expected to be conscientious and loyal to the aims and objectives of the School;

4.2 (b) required to preserve and develop the Catholic character of the School;

4.2 (c) to have regard to the Catholic character of the School and not to do anything in any way detrimental or prejudicial to the interest of the same.

4.3 If required, You are to instruct and/or supervise instruction in the Holy Scriptures and the Doctrines of the Catholic Church in accordance with the principles, and subject to the discipline, thereof to the satisfaction of the Diocesan Religious Inspector, or the Diocesan Bishop, at the time or times appointed for religious instruction, such children as are entrusted to You and to be present at such religious examinations of the children as may be directed to be held by the Governing Body.

4.4 Where You wish to take part in any outside activity which may, in the reasonable opinion of the Governing Body, interfere with the efficient discharge of Your duties under this contract, You are required to obtain the prior written consent of the Governing Body, such consent not to be unreasonably withheld.

5 PLACE OF WORK

Your normal place of work is at the School, or at the premises used from time to time by the School, unless Your duties take You elsewhere. The Governing Body reserves the right to require You to work at such other place or places as it may reasonably require from time to time.

6 SALARY

6.1 Your salary is determined in accordance with the statutory provisions in the STPCD.

6.2 Your current salary is £ENTER ANNUAL SALARY HERE per annum [INCLUSIVE OF X DAYS HOLIDAY PAY] [/EXCLUSIVE OF X DAYS HOLIDAY PAY] as per the relevant England Area/Wales Area/Inner London Area/Outer London Area/Fringe Area pay spine point no. ENTER SPINE POINT NO. HERE paid pro rata for part-time employees. Your salary may be reviewed annually.

6.3 You will also receive the following:

6.3.1 reasonable expenses which You incur in the proper performance of Your duties (in accordance with the Governing Body's expenses claim policy). Such expenses must be properly evidenced in accordance with such policy;

6.3.2 LIST ADDITIONAL ALLOWANCES AS APPROPRIATE AND ANY CORRESPONDING POLICIES - DELETE THIS CLAUSE IF NOT RELEVANT

6.4 Your salary will be paid on ENTER DAY/DATE in ENTER ARREARS/ADVANCE by ENTER PAYMENT METHOD E.G. CREDIT TRANSFER to a bank or building society account of Your choice. In addition Your annual Education Workforce Council fee shall be paid within Your salary.

6.5 You agree that the Governing Body may deduct from any salary or other payment due to You any amount owed by You to the School, following prior notification to You. Arrangements to repay any over-payments will be made with the intention of avoiding hardship and in accordance with the provisions of the National Minimum Wage Act 1998.

7 HOURS OF WORK

7.1 Your terms and conditions relating to hours of work shall be in accordance with the provisions set out in the STPCD and the National Workload Agreement, where applicable, and shall include, so far as is reasonably practicable, reasonable time for discharging Your leadership and management responsibilities and planning and preparation time. You are required to be available for work at all times when the School is open and at such other times as the Headteacher or Governing Body may reasonably direct subject to the Working Time Regulations 1998 (as amended).

7.1 You are employed on a part-time basis. Your hours of work are ENTER DAYS OF THE WEEK AND AND START AND FINISH TIME.

- 7.2 You will work such reasonable hours as may be needed to enable you to discharge Your professional duties effectively, including, in particular, but not limited to, planning and preparing courses and lessons; assessing, recording and reporting on the development, progress and attainment of pupils; participating in initial teacher training; induction and mentoring; advising other teachers on classroom organisation and teaching methods; producing high quality teaching materials and resources; disseminating materials relating to best practice and educational research to other teachers; advising on the provision of continuous professional development; participating in teacher appraisal; helping teachers who are experiencing difficulties; and providing outreach work, as required by the Headteacher. The amount of time required for this purpose shall not be defined by the Governing Body but shall depend upon the work needed to discharge Your duties. You are entitled to enjoy a reasonable work/life balance.
- 7.3 Time spent in travelling to or from Your place of work shall not count as working time.

7.4 You are not required to undertake midday supervision and will be allowed a break of reasonable length as near to the middle of each school day as is reasonably practicable.

8 HOLIDAYS AND LEAVE OF ABSENCE

- 8.1 Subject to the provisions of the STPCD, holidays must coincide with periods of school closure and public holidays, details of which will be notified to You by the School from time to time. Current information relating to School closure and in-service training days is available at the School.
- 8.2 You will be paid Your full salary during closure periods unless You are in receipt of less than full salary arising from the application of the sick pay scheme, maternity or paternity pay/allowance, shared parental leave scheme, or for some other reason specified in writing to You.
- 8.3 The Governing Body, or in a case of urgency, the Chair, may, at its discretion, grant You occasional leave of absence within the limits and upon the conditions relative to payment of salary prescribed by the Governing Body on compassionate or other grounds.
- 8.4 You are entitled to Your statutory rights in relation to parental leave and time off for dependants.

9 SICKNESS AND SICK PAY

You shall comply with the procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Governing Body's Sickness Absence Policy, a copy of which can be accessed **ENTER PLACE HERE**, and which shall comply with the relevant provisions of the Burgundy Book. Notification of sickness absence must be made in accordance with the Governing Body's Sickness Absence Policy.

10 MATERNITY LEAVE PROVISIONS

Provisions for maternity leave shall be those set out in the Burgundy Book, without prejudice to any additional rights provided by the Employment Acts and/or agreed locally, where ratified by the Governing Body.

11 PATERNITY AND ADOPTION PROVISIONS

You shall be entitled to statutory paternity and/or adoption leave and pay, without prejudice to any additional rights incorporated into the Burgundy Book from time to time.

12 SHARED PARENTAL LEAVE

If eligible You shall be entitled to benefit from the shared parental leave procedure set out in the Children and Families Act 2014 and in line with the current governing law. This enables You in effect to share Your leave with another qualifying partner subject to compliance with the required notification procedure.

13 PENSIONS AND PENSION SCHEME

13.1 If Your employment is full-time or part time and You are between the ages of 16 and 75 and Your employment is for a period of **3 months or more**, You shall be automatically enrolled as a member of the Teacher's Pension Scheme ("TPS") or other appropriate pension scheme.

13.2 You may, at any time in the course of Your employment, opt out of the TPS or other appropriate pension scheme and make alternative arrangements. **Notice to do so should be given in accordance with the Governing Body/School's Pension Policy.**

14 TRADE UNION MEMBERSHIP

You have the right to join a trade union and to take part in its activities.

15 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES

15.1 The Governing Body’s disciplinary policy from time to time in force sets out the rules and procedure for dealing with disciplinary matters and You can access a copy **ENTER PLACE HERE**.

15.2 The Governing Body’s grievance policy from time to time in force sets out the procedure for dealing with employee grievances and You can access a copy **ENTER PLACE HERE**.

15.3 The Governing Body’s capability policy from time to time in force sets out the rules and procedure for dealing with any capability issues arising from, but not limited to, any review of Your performance which may be carried out by the School/Governing Body, or otherwise, and You can access a copy **ENTER PLACE HERE**.

15.4 The Governing Body has the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as it, in its sole discretion, thinks fit. You will be notified of any changes in writing, where appropriate.

16 PERIODS OF NOTICE AND TERMINATION OF CONTRACT

16.1 In the case of a permanent contract, subject to the provisions of the Education Acts and to any regulations made thereunder, this contract may be terminated by either party giving to the other two months’ written notice, and in the summer term three months’, terminating at the end of a school term. The school terms shall be deemed to end on April 30th, August 31st and December 31st (see table below for illustration).

To terminate Contract on:	Notice must be given by:	Notice period
December 31st	October 31 st	Two months
April 30th	February 28 th (or 29 th)	Two months
August 31st	May 31 st	Three months

- 16.1 In the case of a fixed-term contract Your employment will terminate automatically on the date specified in clause 3.1, unless Your employment is terminated by the Governing Body by giving to You not less than the minimum period of notice required by the Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.
- 16.1 In the case of a temporary contract for an indefinite period, Your employment terminates automatically on the school day preceding the happening of the event specified in clause 3.1, unless Your employment is terminated by the Governing Body by giving to You not less than the minimum period of notice required by the Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.
- 16.2 If You have been continuously employed for nine years You shall be entitled to receive from the Governing Body, in addition to the notice period stipulated at clause 16.1, one additional week's notice for each complete year of service, up to an overall maximum of twelve weeks.
- 16.3 It shall be sufficient that any notice given by the Governing Body under this clause 16 shall be signed by the Chair or the Clerk on its behalf.
- 16.4 Any notice given by the Governing Body under this clause 16 may be served by delivering it to You or by leaving it at Your last known place of residence or by sending it in a prepaid letter addressed to You at that place. Any notice given by You under this clause 16 may be served by delivering it to the Chair or Clerk or by sending it in a prepaid letter to such Chair or Clerk at his place of residence or care of the School.
- 16.5 In the event that Your employment is terminated by either party on giving the required notice under this clause 16, the Governing Body reserves the right to require You not to attend School during the notice period. In such a case You will be placed on "garden leave" but You will remain employed by the Governing Body and so bound by the terms of this contract of employment until the notice of termination of employment expires. The periods of notice specified in this clause 16 do not apply in the case of summary dismissal for gross misconduct and the Governing Body hereby reserves the right in such a case to dismiss You without notice.

16.6 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 2015 (as amended), the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Burgundy Book.

17 HEALTH & SAFETY

You will familiarise Yourself with and ensure compliance with the Local Authority's and/or School's policy on Health and Safety at Work from time to time in force, a copy of which can be accessed **ENTER PLACE HERE**.

18 SAFEGUARDING AND CHILD PROTECTION

18.1 You will take responsibility for safeguarding the welfare of children in line with Your professional duty and subject to the universal duty applicable to all who work in a child centred environment. In fulfilling Your duty to safeguard children You will familiarise yourself with and comply with the School's Safeguarding Policy and Procedure from time to time updated which can be accessed **ENTER PLACE HERE**.

18.2 You are required to inform the Governing Body immediately if You are the subject of a referral to the Disclosure and Barring Service (DBS), charged or convicted of any criminal offence or in receipt of a police caution, reprimand or warning; or if there is a formal child protection investigation in relation to You.

18.3 Disclosure of a criminal conviction will not necessarily debar You from employment with the Governing Body depending on the nature of the offence, how long ago it was and what age You were when it was committed and any other factors that may be relevant to this appointment. Failure to declare a conviction, caution or bind-over may disqualify You from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.

19 CONFIDENTIALITY

- 19.1 Without prejudice to the governing body's whistle-blowing policy, where applicable, You may not during, or following termination of, Your employment disclose to anyone other than in the proper course of Your employment, or if required to do so by law, any information of a confidential nature relating to the Governing Body and/or the School. Breach of this clause 19.1 may be treated as gross misconduct warranting summary dismissal.
- 19.2 The exception to clause 19.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 19.1.

20 INTERPRETATION

In this contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-

- 20.1 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 20.2 'Catholic' means in full communion with the See of Rome.
- 20.3 'Diocesan Bishop' means the Bishop of the Diocese in which the School is situated (as defined in Canon Law) and includes any person exercising Ordinary jurisdiction in his name or any person delegated by him including officers of the Diocesan Education Service.
- 20.4 'Diocesan Education Service' means the education service provided by the diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 20.5 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 20.6 'School' means the school or college named at the beginning of this contract and includes all sites upon which the school undertaking is from time to time being carried out.
- 20.7 'The Burgundy Book' means section 3-6 inclusive of the "Conditions of Service for School Teachers in England and Wales" revised edition August 2000 and includes any subsequent amendments thereto.
- 20.8 'The Chair' means the Chair of the Governing Body appointed from time to time.

- 20.9 'The Clerk' means the Clerk of the Governing Body appointed from time to time.
- 20.10 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 20.11 'The Local Authority' means the Local Children's Services Authority and includes the local authority within the meaning of the Education Acts for the area in which the School is situated.
- 20.12 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.
- 20.13 'The School Teachers' Pay and Conditions Document' (also referred to as STPCD) means the current Order made under Section 2 of the School Teachers' Pay and Conditions Act 1991 and any document specified therein. In the event of a conflict between the provisions of the current STPCD and the terms of this contract concerning Your statutory conditions of employment, the terms of the SPTCD will prevail.
- 20.14 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.
- 20.15 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

21 COMMENCEMENT OF POST

- 21.1 Your Post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended).
- 21.2 This contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the School; (b) as a result of a condition specified by the Governing Body at that time; or (c) in order to comply with the Regulations referred to at 21.1 above.

21.3 This contract is subject to You having a legal right to work in the UK of which You are required to provide acceptable documentary evidence in accordance with section 8 of the Asylum and Immigration Act 1996. If the Governing Body cannot verify that You have a right to work in the UK this contract will not take effect. Should the Governing Body become aware that You do not have a legal right to work in the UK, or should Your legal right to work in the UK expire during the course of Your employment, Your contract of employment will be terminated with immediate effect.

21.4 The School operates a safer recruitment policy and procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the School remains compliant with legal and regulatory requirements. Your post is subject to You obtaining clearance in our vetting processes. A copy of the School's Safer Recruitment Policy and Procedure is available **HERE**.

21.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

This Contract is made this **DAY of MONTH of YEAR**

Between

The Governing Body as the Employer

And

ENTER EMPLOYEE'S NAME HERE

Signed by Chair/Clerk (on behalf of the Governing Body):.....

Signed by the Employee:.....

Appendix 1

ATTACH/LIST JOB DESCRIPTION HERE. IN THE EVENT THAT IT IS NOT TO BE ATTACHED/LISTED, PLEASE STATE WHERE THE EMPLOYEE CAN ACCESS A COPY OF IT.

Appendix 2

ATTACH/LIST COLLECTIVE AGREEMENTS RELEVANT TO EMPLOYEE HERE. WHERE SUCH AGREEMENT(S) ARE NOT TO BE ATTACHED/LISTED, PLEASE STATE WHERE THE EMPLOYEE CAN ACCESS A COPY/COPIES OF SUCH COLLECTIVE AGREEMENTS.