



**MODEL CONTRACT OF EMPLOYMENT**

**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**

**FOR THE**

**HEADTEACHER**

**ACTING HEADTEACHER**

**JOINT HEADTEACHER**

**IN A CATHOLIC SCHOOL**

**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**

**(2) ENTER EMPLOYEE'S NAME HERE**

**Of**

**ENTER EMPLOYEE'S ADDRESS HERE**

**(“YOU”)**

**FOR SERVICE AS THE**

**HEADTEACHER**

**ACTING HEADTEACHER**

**JOINT HEADTEACHER**

## 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 the **[Headteacher]** **[Acting Headteacher]** **[Joint Headteacher]** ("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 1997 (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 a [Headteacher] [Acting Headteacher] [Joint Headteacher] in the School under the directions of the Governing Body 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 You are:

4.3 (a) required to take part in acts of religious worship and may be required to lead them;

4.3 (b) 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 other appointed representatives of 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 CONDITIONS OF EMPLOYMENT OF [HEADTEACHER] [ACTING HEADTEACHER] [JOINT HEADTEACHER]**

5.1 In carrying out Your duties, You shall:

5.1 (a) cooperate with the Diocesan Bishop;

5.1 (b) consult, where appropriate, the Diocesan Bishop, the Governing Body and the staff of the School;

5.1 (c) promote good relationships with the Local Authority and the parents/guardians of the pupils of the School.

- 5.2 You shall participate in the selection and appointment of the teaching and non-teaching staff of the School, subject to the advice of the Diocesan Bishop and the Local Authority as appropriate and as agreed with the Governing Body.
- 5.3 You shall secure that all pupils in attendance at the School take part in daily collective worship in pursuance of your duty under section 70 of the School Standards and Framework Act 1998 and secure that worship is in accordance with the rites and teachings of the Catholic Church.
- 5.4 You shall determine and ensure the implementation of a policy for the pastoral care of the pupils in accordance with the teachings of the Catholic Church.
- 5.5 You shall provide for liaison and cooperation with officers of the Diocesan Education Service , making such reports to the Diocesan Education Service and the Trustees in connection with the discharge of Your functions as they may properly require, either on a regular basis or from time to time.

**5.6 FOR JOINT HEADTEACHER CONTRACTS ONLY - DELETE WHERE NOT APPROPRIATE -**  
You will, jointly with Your co-Joint Headteacher, be jointly and severally responsible for all the contractual obligations and conditions of employment as set out in this contract and will, jointly with Your co-Joint Headteacher, be jointly and severally accountable to the Governing Body for all actions, decisions, judgments, assessments and evaluations taken or made in any way concerning the management or administration of the School.

**5.7 FOR JOINT HEADTEACHER CONTRACTS ONLY - DELETE WHERE NOT APPROPRIATE -** In the event of any dispute concerning the management or administration of the School howsoever arising between You and Your co-Joint Headteacher, the matter shall be referred to the Governing Body for resolution in accordance with the School's Grievance Policy, failing which the matter will be referred to the Diocese for resolution whose decision shall be final and binding on both You and Your co-Joint Headteacher.

## **6 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.

## 7 SALARY

- 7.1 Your salary is determined in accordance with the statutory provisions in the STPCD.
- 7.2 Your current salary is £ ENTER ANNUAL SALARY HERE per annum as per the Leadership 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.
- 7.3 You will also receive the following:
- 7.3.1 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;
- 7.3.2 LIST ADDITIONAL ALLOWANCES AS APPROPRIATE AND ANY CORRESPONDING POLICIES - DELETE THIS CLAUSE IF NOT RELEVANT**
- 7.4 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 General Teaching Council fee shall be paid within Your salary.
- 7.5 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.

## 8 HOURS OF WORK

- 8.1 You are required to be available for work at all times when the School is open and at such other times as the Governing Body may reasonably direct subject to the provisions of the Working Time Regulations 1998 (as amended). In addition You are required to work such hours as are necessary to enable You to discharge Your professional duties effectively. You are entitled to a break of reasonable length in the course of each school day. You are entitled to enjoy a reasonable work/life balance.

8.2 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, having regard to any teaching responsibilities, as far as reasonably practicable, reasonable time for discharging Your management responsibilities and, where You participate in teaching, planning and preparation time.

8.3 Time spent travelling to or from Your place of work shall not count as working time.

## **9 HOLIDAYS AND LEAVE OF ABSENCE**

9.1 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.

9.2 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 scheme, etc.

9.3 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.

9.4 You are entitled to Your statutory rights in relation to parental leave and time off for dependants.

## **10 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.

## **11 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.



## 12 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.

## 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 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 **less than 3 months**, You will not be automatically enrolled as a member of the TPS or other appropriate pension scheme. You may elect to opt-in to the TPS or other appropriate pension scheme and should consult the Governing Body/School's Pensions Policy, if applicable.

13.3 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**

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**.

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**

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 three months' written notice, and in the summer term four months', terminating at the end of a school term. The school terms shall be deemed to end on April 30<sup>th</sup>, August 31<sup>st</sup> and December 31<sup>st</sup> (see table below for illustration).

To terminate Contract on:	Notice must be given by:	Notice period
December 31st	September 30 <sup>th</sup>	Three months
April 30 <sup>th</sup>	January 31 <sup>st</sup>	Three months
August 31st	April 30 <sup>th</sup>	Four 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 It shall be sufficient that any notice given by the Governing Body under this clause 16 shall be signed by the Chair or Clerk on its behalf.

- 16.3 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.
- 16.4 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.
- 16.5 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 1997, 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 CONFIDENTIALITY**

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 may be treated as gross misconduct warranting summary dismissal.

## **19 INTERPRETATION**

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

- 19.1 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 19.2 'Catholic' means in full communion with the See of Rome.
- 19.3 '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 and any person delegated by him including officers of the Diocesan Education Service.
- 19.4 'Diocesan Education Service' means the education service provided by the diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 19.5 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 19.6 '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.
- 19.7 'The Burgundy Book' means sections 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.
- 19.8 'The Chair' means the Chair of the Governing Body appointed from time to time.
- 19.9 'The Clerk' means the Clerk of the Governing Body appointed from time to time.
- 19.10 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 19.11 '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.
- 19.12 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.
- 19.13 '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.

19.14 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.

19.15 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

## **20 COMMENCEMENT OF POST**

20.1 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).

20.2 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 20.1 above.

20.3 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.**