



**MODEL CONTRACT OF EMPLOYMENT**

**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**

**FOR THE**

**HEADTEACHER**

**ACTING HEADTEACHER**

**JOINT HEADTEACHER**

**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. PLEASE REVIEW AND AMEND ALL WORDING HIGHLIGHTED IN YELLOW AS APPROPRIATE AND ENSURE THAT CLAUSES ARE RE-NUMBERED IF ANY CLAUSES ARE REMOVED. PLEASE CHECK PARAGRAPH CROSS REFERENCING REMAINS ACCURATE IF YOU RENUMBER THE PARAGRAPHS OF THIS DOCUMENT.]**

**Note to users: from 6 April 2020 workers as well as employees have a right to a written statement of particulars. Such statement must be provided from day one of employment for all employees and workers employed from 6 April 2020. This contract contains the relevant written particulars for employees taking into account the legislative changes coming into force on 6 April 2020 but where you are engaging a worker this contract of employment should not be used. Please refer to the CES model ad hoc contract which contains the relevant written particulars for workers.**

**Please ensure that all employees and workers are provided with an appropriate contract including the required written statement before or on the first day of employment / engagement.**

**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 and 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 Governing Body.

## 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. Your job description may from time to time be amended by the Governing Body in consultation with You and, in addition to the duties set out in Your job description, You may from time to time be required to undertake reasonable additional or other duties as necessary to meet the needs of the School. The nature of any such additional or other duties will be discussed with You. The terms and conditions of Your employment set out in this contract may be subject to periodical review in consultation with You.

## 2 COMMENCEMENT OF CONTRACT

- 2.1 The 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 the 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 The Post is a permanent full time post.

3.1 The Post is a permanent part time post.

3.1 The Post is temporary due to **[ENTER REASON FOR TEMPORARY CONTRACT HERE]** and is expected to last for up to **[NUMBER OF WEEKS/MONTHS]**, unless ended earlier in accordance with clause 17.1 of this contract.

3.1 The Post is temporary due to **[ENTER REASON FOR TEMPORARY CONTRACT HERE]** and is expected to last for up to **[NUMBER OF WEEKS/MONTHS]**, unless ended earlier in accordance with clause 17.1 of this contract. Unless ended earlier in accordance with clause 17.1 this contract will expire on the happening of **[ENTER EVENT]**.

3.1 The Post is for a fixed term due to **[ENTER REASON FOR FIXED TERM CONTRACT HERE]**, and will end on **[INSERT DATE HERE]** unless ended earlier in accordance with clause 17.1 of this contract.

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.**

3.3 **IT IS NOT COMPULSORY TO HAVE A PROBATIONARY PERIOD BUT IF YOU DO HAVE ONE THE DETAIL MUST BE SET OUT IN THE CONTRACT. THIS PROVISION IS OPTIONAL AND SHOULD BE REMOVED IF NOT REQUIRED. PLEASE TAKE LEGAL AND/OR HR ADVICE BEFORE USING THIS PROVISION PARTICULARLY IN RELATION TO THE INTERACTION WITH THE CONTINUOUS EMPLOYMENT PROVISIONS.** The first **[INSERT PERIOD OF TIME]** of Your employment will be a probationary period, during which Your performance will be monitored. The probationary period may be extended by the Governing Body on providing you with written reasons for such extension. During the probationary period Your employment may be terminated by either party giving notice of one week to the other in writing. **[IF THERE ARE ANY PARTICULAR CONDITIONS ATTACHED TO THE PROBATIONARY PERIOD OR IF THERE IS A PROBATION POLICY THESE/THIS SHOULD BE INSERTED/LINKED TO HERE].**

#### 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 Professional Standards for Teaching and Leadership from time to time published by the Welsh Government [AMEND AS APPROPRIATE];

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;

4.1 (h) any local collective agreements recognised by the Governing Body (which are listed 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 interests 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 ensure 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 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 of the School 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, 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, 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 Diocesan Education Service 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 any 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 subject to the provision of reasonable notice. You will not usually be required to work outside of the United Kingdom.

## **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 [inclusive of X days holiday pay/exclusive of X days holiday pay] 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 will be reviewed annually.

7.3 You will also receive the following:

7.3(a) reimbursement of reasonable expenses which You incur wholly, necessarily and exclusively 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 from time to time in force;

**7.3(b) LIST ADDITIONAL ALLOWANCES OR BENEFITS (I.E. ANYTHING PROVIDED IN ADDITION TO REMUNERATION AND PAID LEAVE) 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. Your salary will be paid to You inclusive of Your annual Education Workforce Council fee [DELETE IF NOT IN WALES]. You will be able to view your payslip [INSERT DETAILS HERE]. Printed payslips will only be available in exceptional circumstances or where you have an accessibility issue due to a disability.

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 and in accordance with the provisions of The National Minimum Wage Act 1998. Repayment of any amount owed by You to the School may, subject to the agreement of the Governing Body, be made in instalments that are affordable to You.

## 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 enjoy a reasonable work/life balance.

**DELETE THIS CLAUSE IF THE CONTRACT IS A PART TIME CONTRACT.**

8.1 **[FOR PART TIME CONTRACTS ONLY - DELETE WHERE NOT APPROPRIATE]**You are employed on a part time basis. Your hours of work are **[ENTER DAYS OF WEEK AND START AND FINISH TIME]**. In addition, You are required to work such hours as are necessary to enable You to discharge Your professional duties effectively. As a part time employee Your hours and days of work may need to be varied from one academic year to the next. If such variations are necessary they will be discussed with You at the earliest opportunity so that Your views can be taken into account. The operational needs of the School will however always be paramount. You are entitled to enjoy a reasonable work/life balance. **[IF THERE IS TO BE A VARIATION IN DAYS AND HOURS GENERALLY THIS MUST BE STATED HERE AND FULL DETAILS MUST BE PROVIDED].**

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, reasonable time for discharging Your leadership and 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.

8.4 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. You are required to arrange for a suitable person to assume responsibility for the discharge of your functions as headteacher during that break.

## 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, paternity, adoption pay/allowance, shared parental leave scheme, or for some other reason specified in writing to You.

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. Your entitlement to pay during any absence due to sickness or injury is set out in the Burgundy Book. Notification of sickness absence must be made in accordance with the Governing Body's Sickness Absence Policy. Failure to follow the reporting procedures contained in the Governing Body's Sickness Absence Policy could result in action being taken against You under the Governing Body's Disciplinary Policy and/or could result in loss of pay.

## **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 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 current governing law. This enables You, in effect, to share Your leave with another qualifying partner subject to compliance with the required notification procedure.

## **14 PENSIONS AND PENSION SCHEME**

14.1 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 Teachers' Pension Scheme ("TPS") or other appropriate pension scheme.

- 14.2 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's Pension Policy. **[DELETE IF NO SUCH POLICY].**

## 15 TRADE UNION MEMBERSHIP

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

## 16 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES

- 16.1 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.** The Disciplinary Policy provides examples of the types of conduct which are unacceptable and which could lead to disciplinary action being taken against You.
- 16.2 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.**
- 16.3 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.**
- 16.4 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. The terms of such policies, procedures, regulations and/or rules do not form part of Your terms and conditions unless they are expressly stated as such.
- 16.5 The Disciplinary, Grievance and Capability Policies all provide detailed procedures to be followed and state to whom You can apply if You are dissatisfied with any decisions made.

**17 PERIODS OF NOTICE AND TERMINATION OF CONTRACT**

17.1 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 31 <sup>st</sup>	September 30 <sup>th</sup>	Three months
April 30 <sup>th</sup>	January 31 <sup>st</sup>	Three months
August 31 <sup>st</sup>	April 30 <sup>th</sup>	Four months

17.1 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.

17.1 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.

17.2 It shall be sufficient that any notice given by the Governing Body under this clause 17 shall be signed by the Chair or Clerk on its behalf.

17.3 Any notice given by the Governing Body under this clause 17 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 17 may be served by delivering it to the Chair or Clerk by hand or by sending it in a prepaid letter to such Chair or Clerk care of the School.

- 17.4 In the event that Your employment is terminated by either party on giving the required notice under this clause 17, 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. You will keep the Governing Body informed of Your whereabouts (except during periods taken as holiday) so as to be available to attend the School premises or carry out any duties required.
- 17.5 The periods of notice specified in this clause 17 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.
- 17.6 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.
- 17.7 In the event of Your contract being terminated by the Governing Body on giving the required notice, the Governing Body reserves the right to pay You in lieu of notice and require You not to attend the School during the notice period except with the agreement of the Governing Body.

## **18 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**.

## 19 SAFEGUARDING AND CHILD PROTECTION

- 19.1 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]**.
- 19.2 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.
- 19.3 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. **You will familiarise yourself with the School's Disqualification Policy from time to time updated which can be accessed [ENTER PLACE HERE]. [DELETE IF NOT RELEVANT].**
- 19.4 **You shall act as the Designated Safeguarding Lead (DSL) or the Deputy DSL for the School setting if instructed to do so by the Governing Body at any point in time during Your employment at the School and prioritise the requirements of Your duty to safeguard children. You will ensure that Your knowledge of safeguarding and child protection is kept up to date and that all staff receive adequate training in relation to the same. [ IF THIS PROVISION IS NOT NEEDED IT CAN BE REMOVED.]**

## 20 CONFIDENTIALITY

- 20.1 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 20.1 during Your employment may be treated as gross misconduct warranting summary dismissal.
- 20.2 The exception to clause 20.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 20.1.

## 21 INTERPRETATION

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

- 21.1 '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.
- 21.2 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 21.3 'Catholic' means in full communion with the See of Rome.
- 21.4 'Chair' means the Chair of the Governing Body appointed from time to time.
- 21.5 'Clerk' means the Clerk of the Governing Body appointed from time to time.
- 21.6 'Diocese' means the diocese in which the School is situated as set out at the beginning of this contract.
- 21.7 '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.
- 21.8 'Diocesan Education Service' means the education service provided by the Diocese which may also be known, or referred to, as the Diocesan Schools Commission.



- 21.9 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 21.10 'School Day' means a day on which the School is open and children are in attendance, including INSET days.
- 21.11 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 21.12 '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.
- 21.13 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.
- 21.14 '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 and includes, where appropriate, the Welsh equivalent of the STPCD. 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 STPCD will prevail.
- 21.15 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.
- 21.16 'Trustees' means the Diocese or the religious order which owns the land on which the School is situated.
- 21.17 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

## **22 COMMENCEMENT OF POST**

- 22.1 This 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).

- 22.2 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 clause 22.1 above.
- 22.3 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 the provisions of the Immigration, Asylum and Nationality Act 2006. 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.
- 22.4 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 appointment to the 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]**.
- 22.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

## **23 TRAINING**

Pursuant to the Employment Acts You are entitled to a statement setting out details of any training entitlement provided by the Governing Body, any part of that training entitlement which the Governing Body requires You to complete and any other training which the Governing Body requires you to complete and which the School will not bear the cost of. The Governing Body will provide these details in a separate letter or in accordance with the Governing Body's training policy (if applicable). For the avoidance of doubt, such letter and/or training policy will not form part of Your terms and conditions. **[IF THERE ARE SPECIFIC TRAINING REQUIREMENTS PLEASE REFER TO THEM HERE AND /OR PROVIDE DETAILS OF WHERE THE RELEVANT INFORMATION CAN BE FOUND].**

This Contract is made this **ENTER 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 HERE 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 HERE WHERE THE EMPLOYEE CAN ACCESS A COPY/COPIES OF SUCH COLLECTIVE AGREEMENTS.**

**PLEASE ALSO REVIEW THE ADDITIONAL CONTRACT CLAUSES AVAILABLE ON THE CES WEBSITE AND INCLUDE IF NECESSARY.**