



THIS AGREEMENT IS A CONTRACT
OF EMPLOYMENT BETWEEN

THE GOVERNING BODY OF

«Organization Name»

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

Salford

SITUATED AT

«Organization Name»

(“THE GOVERNING BODY”)

AND

«Title» «First Name» «Surname»

(“YOU”)

FOR SERVICE AS A TEACHER

This is the Principal Statement of the main terms of your employment which is given to «Title» «First Name» «Surname» of «Address Line 1», «Town or City», «Postcode» in accordance with Section 1 of the Employment Rights Act 1996 by your employer the Governing Body of «Organization Name». It should be read in conjunction with the Governing Body's Disciplinary and Grievance Procedures and any other policies and procedures the Governing Body has adopted. This Statement together with adopted policies and procedures constitutes your contract of employment with the School.

1 INTRODUCTION

1.1 You are appointed by the Governing Body to serve as a Teacher ("your post") at the School. Your job description is available from school. It may be subject to annual review after consultation with you.

2 COMMENCEMENT OF CONTRACT

2.1 Your post commences on «Effective Date».

2.2 For the purpose of determining statutory entitlements, your employment commenced on «Start Date». This is the date you started working at the School unless employment with a previous Governing Body of a Voluntary Aided or Foundation School or Local Authority ("LA") 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 (Local Government) 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 «Contract Basis» post of «Working Hours».

3.2 This post is offered on a fixed term contract for the reason of «Fixed Term Reason». The post will start on the «Effective Date» and end on the «Fixed Term End Date». The Head Teacher reserves the right to terminate this contract before the expiry date should the permanent post holder return earlier than expected or if there is a reduction in workload. You will receive written notice to this effect.

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 Professional Standards for Teachers published by the DfE in May 2012 or any subsequent revisions thereof; the Revised Professional Standards for Education Practitioners in Wales published in September 2011 and any subsequent revisions thereof;

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 maintain 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

- 5.1 Your place of work is the School but 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 and where appropriate the Local Authority's pay scale.
- 6.2 Your current full time equivalent salary is «FTE Salary» per annum as per the relevant pay scale «Grade Name» and scale point «Current SCP». Your actual part time salary is «Actual Salary» per annum. Your salary will be reviewed annually.
- 6.3 You will also receive the following:
- 6.3.1 Reasonable expenses which you incur in the performance of your duties (in accordance with the Governing Body's expense claim policy). Such expenses must be properly evidenced.

6.3.2 The following allowances (e.g. Management, SEN, Recruitment and Retention):

6.3.3 A Teaching and Learning Responsibility (TLR) Payment:

TLR payments will be awarded at the Governing Body's discretion after consultation with the Head Teacher.

- 6.4 Your salary will be paid monthly in arrears not later than the 25th day of each calendar month by credit transfer into a bank or building society account of your choice.
- 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.

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 and shall include, so far as reasonably practicable, reasonable time for discharging your leadership and management responsibilities and planning and preparation time.
- 7.2 You are required to be available for work at all times when the school is open and at such other times as the Head Teacher or Governing Body may reasonably direct subject to the Working Time Regulations 1998 (as amended).
- 7.3 You will work such reasonable hours as may be needed to enable you to discharge your professional duties effectively, including, in particular, 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; 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 producing high quality resources and materials and outreach work, as required by the Head Teacher. 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.
- 7.4 Time spent in travelling to or from your place of work shall not count as working time.
- 7.5 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 coincide with periods of school closure and public holidays, details of which will be notified 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 full salary during these closure periods, unless you are in receipt of less than full salary arising from the application of the sick pay scheme, maternity scheme, etc.
- 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

- 9.1 You shall comply with the provisions for dealing with incapacity for work due to sickness or injury which are contained in the Governing Body's Sickness Absence Procedure, a copy of which is available on request and which shall comply with the relevant provisions of the Burgundy Book. You shall notify your senior staff member on your first day of absence as soon as reasonably practicable and, if possible, not later than 10am. Sick pay shall be calculated in accordance with the relevant provisions of the Burgundy Book.

10 MATERNITY LEAVE PROVISIONS

- 10.1 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

- 11.1 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 PENSIONS AND PENSION SCHEME

- 12.1 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.. At any time you can opt out of the scheme and make alternative arrangements.
- 12.2 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 Pension Policy, if applicable.
- 12.3 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.
- 12.4 A contracting-out certificate is in force which means that the TPS or other appropriate pension scheme applies in place of the SSPS (State Second Pension Scheme previously known as State Earnings Related Pensions Scheme (SERPS)). If You choose to opt-out of the TPS or other appropriate pension scheme You will cease to be contracted-out (save insofar as clause 12.3 applies) and, unless You take out Your own contracted-out personal pension, You will have to contribute to SSPS.

13 TRADE UNION MEMBERSHIP

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

14 DISCIPLINARY, GRIEVANCE AND CAPABILITY PROCEDURES

- 14.1 The disciplinary rules and procedures governing your employment are set out in the Governing Body's Disciplinary Procedure from time to time in force, notified to staff.
- 14.2 In the event that you have any grievance concerning your employment you should refer to the Grievance Procedure.

14.3 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.

14.4 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.

15 PERIODS OF NOTICE AND TERMINATION OF CONTRACT

15.1 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' 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 |
|----------------------------------|---------------------------------|---------------|
| December 31st | October 31st | 2 months |
| April 30th | February 28th (or 29th) | 2 months |
| August 31st | May 31st | 3 months |

15.2 If you have been continuously employed for nine years you shall be entitled to receive from the Governing Body one additional week's notice for each complete year of service, up to a maximum of 12 weeks.

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

15.4 Any such notice given by the Governing Body 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 must be in writing and 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.

- 15.5 In the event that your contract is terminated on giving the required notice, the Governing Body reserves the right to pay you in lieu of notice and require you not to attend school during the notice period.
- 15.6 The periods of notice specified above do not apply in the case of dismissal for gross misconduct and the Governing Body reserves the right to dismiss you without notice.
- 15.7 In the case of a fixed-term Contract your employment terminates automatically on the date specified in Clause 3.
- 15.8 In the case of any other type of temporary Contract for an indefinite period, your employment terminates automatically on the school day preceding the happening of the event specified in Clause 3.
- 15.9 In the case of a probationary Contract your appointment will terminate automatically one year from the date of commencement specified in Clause 2.1 unless it is reviewed by the Governing Body. If at such a review the Governing Body decides to continue this contract, it shall become permanent from that date.
- 15.10 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.

16 HEALTH & SAFETY

- 16.1 You will familiarise yourself with and follow the Council's/Schools/College's policy on Health and Safety at work (and subsequent revisions).

17 CONFIDENTIALITY

- 17.1 Without prejudice to the Governing Body's Whistle Blowing procedure, you may not during or after the 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 School. Breach of this clause may be treated as gross misconduct.

18 INTERPRETATION

- 18.1 In this Contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-
- 18.2 'Canon Law' means the Canon Law of the Roman Catholic Church from time to time in force.
- 18.3 'Employment Acts' includes the Employment Rights Act 1996.
- 18.4 '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.
- 18.5 'The Burgundy Book' means the "Conditions of Service for School Teachers in England and Wales" revised edition August 2000 and includes any subsequent amendments thereto.
- 18.6 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996, as amended.
- 18.7 '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.
- 18.8 'The Ordinary' has the same meaning as in Canon Law, and includes the Diocesan Bishop or any person delegated by him.
- 18.9 'The School Teachers' Pay and Conditions Document' means the current Order made under Section 2 of the School Teachers' Pay and Conditions Act 1991 and any document specified therein. The provisions of the current document override anything to the contrary in this Contract concerning your statutory conditions of employment.
- 18.10 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.
- 18.11 References to any statutory enactment instrument or order include any subsequent amending or substituted provisions for the time being in force.

19 COMMENCEMENT OF POST

- 19.1 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).

 - 19.2 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 above Regulations.

 - 19.3 This post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.
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This Contract was made today

«Today's Date»

between

The Governing Body as employer

and «Tittle» «First Name» «Surname»

Signed

Chair / Clerk

(For and on behalf of the Governing Body)

Signed

Employee