



**MODEL CONTRACT OF EMPLOYMENT**  
**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**  
**FOR A TEACHER**  
**IN A CATHOLIC ACADEMY**

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

**(1) ENTER ACADEMY TRUST COMPANY NAME HERE**

(“THE ACADEMY TRUST COMPANY”)

**A CATHOLIC VOLUNTARY ACADEMY TRUST COMPANY IN THE DIOCESE OF**

**ENTER DIOCESE NAME HERE**

**SITUATED AT**

**ENTER ADDRESS OF ACADEMY TRUST COMPANY HERE**

**IN CONNECTION WITH YOUR EMPLOYMENT AT**

**ENTER NAME AND ADDRESS OF ACADEMY HERE**

(“THE ACADEMY”)

**AND**

**(2) 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, **ENTER ACADEMY TRUST COMPANY NAME AND ADDRESS HERE** ("the Academy Trust Company") in connection with Your employment at **ENTER NAME OF ACADEMY HERE** ("the Academy"). It should be read in conjunction with the Academy Trust Company and/or its Governing Body/Board of Directors/Local Governing Body's (hereinafter referred to as "the Board") **Staff Handbook**, disciplinary, grievance and capability policies and any other policies and procedures the Academy Trust Company and/or its Board operates from time to time. This Statement, together with any such policies and procedures which the Academy Trust Company and/or its Board stipulate as expressly contractual in nature, constitute Your contract of employment with the Academy.

### 1 THE POST

You are appointed by the Academy Trust Company to serve as **ENTER TYPE OF TEACHER HERE E.G. SCIENCE TEACHER** ("the Post") at the Academy. Your job description will be provided to You by the Academy Trust Company and/or its Board 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 Academy unless Your employment with a previous Governing Body of a Voluntary Aided or Foundation School or Academy, 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 Academy 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] 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 Academy under the directions of the Board and under the immediate directions of the Principal and in accordance with:

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

4.1 (b) the Funding Agreement and the Memorandum and Articles of Association of the Academy Trust Company;

4.1 (c) Canon Law in relation to the governance of the Academy;

4.1 (d) the Professional Standards for Teachers published by the DfE in May 2012 or any subsequent revisions thereof;

4.1 (e) the conditions of employment prescribed in the School Teachers' Pay and Conditions Document ("STPCD") from time to time in force, including, but not limited to, the National Workload Agreement, where applicable;

4.1 (f) any policies, procedures, regulations or rules of the Academy Trust Company and/or its Board;

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; and

4.1 (h) any local collective agreements recognised by the Academy Trust Company and/or its Board (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 Academy

Trust Company and/or the Academy;

4.2 (b) required to maintain and develop the Catholic character of the Academy;

4.2 (c) to have regard to the Catholic character of the Academy 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 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 Academy Trust Company and/or its Board.

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

## **5 PLACE OF WORK**

Your normal place of work is at the Academy, or at the premises used from time to time by the Academy, unless Your duties take You elsewhere. The Academy Trust Company 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 salary is £ ENTER ANNUAL SALARY HERE per annum as per the relevant England 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 Academy Trust Company and/or its Board'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.

6.5 You agree that the Academy Trust Company may deduct from any salary or other payment due to You any amount owed by You to the Academy, 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, 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 Academy is open and at such other times as the Principal and/or Academy Trust/Company 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 START AND FINISH TIMES.

- 7.2 You will work such reasonable hours as may be necessary 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 Principal. The amount of time required for this purpose shall not be defined by the Academy Trust Company and/or its Board 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 academy 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 Academy closure and public holidays, details of which will be notified to You by the Academy from time to time. Current information relating to Academy closure and in-service training days is available at the Academy.
- 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 scheme, etc.
- 8.3 The Board, or in the 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 Board on compassionate or other grounds.
- 8.4 You are entitled to Your statutory rights in relation to parental leave and time off for dependents.

## **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 Academy'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 Academy'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 Academy Trust Company and/or its Board.

## **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 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.
- 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 Academy Trust Company and/or Academy's Pensions 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 Academy Trust Company and/or Academy'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 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 SERPS.

## 13 TRADE UNION MEMBERSHIP

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

## 14 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES

- 14.1 The Academy Trust Company'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**.
- 14.2 The Academy Trust Company'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**.
- 14.3 The Academy Trust Company'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 Academy Trust Company or the Academy, or otherwise, and You can access a copy **ENTER PLACE HERE**.

14.4 The Academy Trust Company 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 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 an academy term. The academy 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>	October 31 <sup>st</sup>	Two months
April 30 <sup>th</sup>	February 28 <sup>th</sup> (or 29 <sup>th</sup> )	Two months
August 31 <sup>st</sup>	May 31 <sup>st</sup>	Three months

15.1 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 Academy Trust Company 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.

15.1 In the case of a temporary contract for an indefinite period, Your employment terminates automatically on the academy day preceding the happening of the event specified in clause 3.1, unless Your employment is terminated by the Academy Trust Company 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.

15.2 If You have been continuously employed for nine years You shall be entitled to receive from the Academy Trust Company, in addition to the notice period stipulated at clause 15.1, one additional week's notice for each complete year of service, up to an overall maximum of twelve weeks.

15.3 It shall be sufficient that any notice given by the Academy Trust Company under this clause 15 shall be signed by the Chair or the Clerk on its behalf.

15.4 Any notice given by the Academy Trust Company under this clause 15 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 15 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 Academy.

15.5 In the event that Your employment is terminated by either party on giving the required notice under this clause 15, the Academy Trust Company reserves the right to require You not to attend the Academy during the notice period. In such a case You will be placed on “garden leave” but You will remain employed by the Academy Trust Company 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 15 do not apply in the case of summary dismissal for gross misconduct and the Academy Trust Company hereby reserves the right in such a case to dismiss You without notice.

15.6 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 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Burgundy Book.

## **16 HEALTH & SAFETY**

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

## **17 CONFIDENTIALITY**

Without prejudice to the Academy’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 Academy Trust Company and/or the Academy. Breach of this clause may be treated as gross misconduct warranting summary dismissal.

## **18 INTERPRETATION**

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

- 18.1 'Academy' means the Academy named at the beginning of this contract and includes all sites upon which the Academy undertaking is from time to time being carried out.
- 18.2 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 18.3 'Catholic' means in full communion with the See of Rome.
- 18.4 'Diocesan Bishop' means the Bishop of the Diocese in which the Academy 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.
- 18.5 'Diocesan Education Service' means the education service provided by your diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 18.6 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 18.7 '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.
- 18.8 'The Chair' means the Chair of the Academy Trust Company and/or its Board appointed from time to time.
- 18.9 'The Clerk' means the Clerk of the Academy Trust Company and/or its Board appointed from time to time.
- 18.10 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 18.11 'The Funding Agreement' means the agreement signed by the Academy Trust Company and the Secretary of State for Education on incorporation of the Academy Trust Company (which includes a multi-academy trust).
- 18.12 '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 Academy is situated.
- 18.13 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.

18.14 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. 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.

18.15 References to any statutory enactment, instrument or order include any subsequent amendment 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 (Independent School Standards) (England) Regulations 2010.

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 Academy; (b) as a result of a condition specified by the Academy Trust Company and/or its Board at that time; or (c) in order to comply with the Regulations referred to at 19.1 above.

19.3 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 Academy Trust Company as the Employer

And

**ENTER EMPLOYEE'S NAME HERE**

Signed by Chair/Clerk (on behalf of the Academy Trust Company):.....

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.**