



We are His body, living and learning as one.

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

**THE WYTHENSHAW CATHOLIC ACADEMY TRUST
("THE ACADEMY TRUST COMPANY")**

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

HAVING ITS REGISTERED OFFICE AT

**SAINT PAUL'S CATHOLIC HIGH SCHOOL, FIRBANK ROAD, NEWALL GREEN,
WYTHENSHAW, MANCHESTER, M23 2YS**

IN CONNECTION WITH YOUR EMPLOYMENT AT

SCHOOL NAME

("THE ACADEMY")

AND

ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE ("YOU")

FOR SERVICE AS AN UNQUALIFIED TEACHER

BASED ON THE CES MODEL CONTRACT OF EMPLOYMENT

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 Academy Trust Company in connection with Your employment at the Academy. It should be read in conjunction with the Academy Trust Company's Staff Handbook, disciplinary, grievance and capability policies and any other policies and procedures the Academy Trust Company operates from time to time. This Statement, together with any such policies and procedures which the Academy Trust Company stipulates as expressly contractual in nature, constitute Your contract of employment with the Academy Trust Company.

1 THE POST

1.1 You are appointed by the Academy Trust Company to serve as an Unqualified Teacher ("the post") at the Academy. Your job description will be provided to You by the Academy Trust Company and may be attached to this contract at Appendix 1. Your job description may from time to time be amended by the Academy Trust Company 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 Academy. 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 Academy unless Your employment with a previous governing body of a voluntary aided or foundation school or Your employment with a previous 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 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 THE REASON FOR TEMPORARY CONTRACT HERE]** and is expected to last for up to **[NUMBER OF WEEKS/MONTHS]**, unless ended earlier in accordance with clause 16.1 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 16.1 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 16.1 of this contract.

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

3.3 For new employees to the Academy Trust Company, the first three months of Your employment will be a probationary period, during which Your performance will be monitored. The probationary period may be extended by the Academy Trust Company 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.

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 and the Catholic character of the Academy;

4.1 (d) 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 (e) any policies, procedures, regulations or rules of the Academy Trust Company;

and, to the extent that they are compatible with 4.1(a) to 4.1(e) above:

- 4.1 (f) the Burgundy Book; and
- 4.1 (g) any local collective agreements recognised by the Academy Trust Company (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 Academy Trust Company and the Academy;
- 4.2 (b) required to preserve 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 interests 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.
- 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

5.1 Your normal place of work is at the Academy, or at any premises used from time to time by the Academy Trust Company, 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 subject to the provision of reasonable notice. You will not usually be required to work outside of the United Kingdom.

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 **pay spine point no. ENTER SPINE POINT NO. HERE** **paid pro rata for part-time employees.** Your salary will be reviewed annually.

6.3 Your salary is inclusive of your statutory entitlement to annual leave and public holidays (5.6 weeks including bank holidays) which is exceeded by the number of days that you are not required to come into work during the Academy closure periods. Payment for these days is included in your annual salary.

6.4 You will also receive the following:

6.4(a) reimbursement of reasonable expenses which You incur wholly, necessarily and exclusively in the proper performance of Your duties (in accordance with the Academy Trust Company's expenses claim policy). Such expenses must be properly evidenced in accordance with such policy from time to time in force.

6.5 Your salary will be paid on the 15th day of every calendar month to incorporate the whole monthly period (from the 1st to 28th/30th/31st) by credit transfer to a bank or building society account of Your choice. Your pay slip will be sent to your home address.

6.6 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 and/or the Academy Trust Company, 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 Academy and/or the Academy Trust Company may, subject to the agreement of the Board, be made in instalments that are affordable to You.

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 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 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. In so far as it relates to part time contracts, the provisions of the STPCD and the National Workload Agreement will apply to Your appointment. You will be provided with reasonable time for discharging Your leadership and management responsibilities and planning and preparation time. 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 operation needs of the Academy and the Academy Trust Company will however always be paramount.

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

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

9.1 You shall comply with the procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Academy Trust Company's Sickness Absence Policy, a copy of which can be accessed on the Academy Trust Company's website 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 Academy Trust Company's Sickness Absence Policy. Failure to follow the reporting procedures contained in the Academy Trust Company's Sickness Absence Policy could result in action being taken against You under the Academy Trust Company's Disciplinary Policy and/or could result in loss of pay.

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 Academy Trust Company.

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 SHARED PARENTAL LEAVE

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

13 PENSIONS AND PENSION SCHEME

- 13.1 If Your employment is full time or part time and you are between the ages of 16 and 75 and your employment is for a period of **3 months or more**, You shall be automatically enrolled as a member of the Teachers' Pension Scheme ("TPS") or other appropriate pension scheme.
- 13.2 You may, at any time in the course of Your employment, opt out of the TPS or other appropriate pension scheme and make alternative arrangements.

14 TRADE UNION MEMBERSHIP

- 14.1 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 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 on the Academy Trust Company's website. The Disciplinary Policy and Procedure provides examples of the types of conduct which are unacceptable and which could lead to disciplinary action being taken against You.
- 15.2 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 on the Academy Trust Company's website.

- 15.3 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 on the Academy Trust Company's website.
- 15.4 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. 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.
- 15.5 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.

16 PERIODS OF NOTICE AND TERMINATION OF CONTRACT

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

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

16.1 In the case of a fixed- term contract Your employment will terminate automatically on the date specified in clause 3.1, unless Your employment is terminated by the 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.

16.1 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.

16.2 If You have been continuously employed for nine years or more You shall be entitled to receive from the Academy Trust Company, in addition to the notice period stipulated at clause 16.1, one additional week's notice for each complete year of service, up to an overall maximum of twelve weeks (which shall include any period of notice provided pursuant to clause 16.1).

16.3 It shall be sufficient that any notice given by the Academy Trust Company under this clause 16 shall be signed by the Chair or the Clerk on its behalf.

16.4 Any notice given by the Academy Trust Company 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 by hand or by sending it in a prepaid letter to such Chair or Clerk care of the Academy.

- 16.5 In the event that Your employment is terminated by either party on giving the required notice under this clause 16, 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. You will keep the Board informed of Your whereabouts (except during periods taken as holiday) so as to be available to attend Academy premises or carry out any duties required.
- 16.6 The periods of notice specified in this clause 16 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.
- 16.7 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.
- 16.8 In the event of Your contract being terminated by the Academy Trust Company on giving the required notice, the Academy Trust Company reserves the right to pay You in lieu of notice and require You not to attend the Academy during the notice period except with the agreement of the Board.

17 HEALTH & SAFETY

- 17.1 You will familiarise Yourself with and ensure compliance with the Academy Trust Company’s policy on Health and Safety at Work from time to time in force, a copy of which can be accessed on the Academy Trust Company’s website.

18 SAFEGUARDING AND CHILD PROTECTION

- 18.1 You will take responsibility for safeguarding the welfare of children in line with Your professional duty and subject to the universal duty applicable to all who work in a child centred environment. In fulfilling Your duty to safeguard children You will familiarise yourself with and comply with the Academy Trust Company's Safeguarding Policy and Procedure from time to time updated which can be accessed on the Academy Trust Company's website.
- 18.2 You are required to inform the Board immediately if You are the subject of a referral to the Disclosure and Barring Service (DBS), charged or convicted of any criminal offence or in receipt of a police caution, reprimand or warning; or if there is a formal child protection investigation in relation to You.
- 18.3 Disclosure of a criminal conviction will not necessarily debar You from employment with the Academy Trust Company 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 Academy Trust Company's Disqualification Policy from time to time updated which can be accessed on the Academy Trust Company's website.

19 CONFIDENTIALITY

- 19.1 Without prejudice to the Academy Trust Company'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 19.1 during Your employment may be treated as gross misconduct warranting summary dismissal.

19.2 The exception to clause 19.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 19.1.

20 INTERPRETATION

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

20.2 'Academy Day' means a day on which the Academy is open and children are in attendance, including INSET days.

20.3 'Board' means the board of directors of the Academy Trust Company as constituted from time to time.

20.4 '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.

20.5 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.

20.6 'Catholic' means in full communion with the See of Rome.

20.7 'Chair' means the Chair of the Board appointed from time to time.

20.8 'Clerk' means the Clerk of the Board appointed from time to time.

20.9 'Diocese' means the diocese in which the Academy is situated as set out at the beginning of this contract.

20.10 '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.

- 20.11 'Diocesan Education Service' means the education service provided by your Diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 20.12 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 20.13 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 20.14 '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.
- 20.15 '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.
- 20.16 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.
- 20.17 '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 STPCD will prevail.
- 20.18 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

21 COMMENCEMENT OF POST

- 21.1 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 (Independent School Standards) (England) Regulations 2014.
- 21.2 This contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the Academy; (b) as a result of a condition specified by the Academy Trust Company; or (c) in order to comply with the Regulations referred to at 21.1 above.
- 21.3 This contract is subject to You having a legal right to work in the UK of which You are required to provide acceptable documentary evidence in accordance with the provisions of the Immigration, Asylum and Nationality Act 2006. If the Academy Trust Company cannot verify that You have a right to work in the UK this contract will not take effect. Should the Academy Trust Company become aware that You do not have a legal right to work in the UK, or should Your legal right to work in the UK expire during the course of Your employment, Your contract of employment will be terminated with immediate effect.
- 21.4 The Academy Trust Company operates a safer recruitment policy and procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the Academy Trust Company 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 Academy Trust Company's Safer Recruitment Policy and Procedure is available on the Academy Trust Company's website.
- 21.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

22 TRAINING

22.1 Pursuant to the Employment Acts You are entitled to a statement setting out details of any training entitlement provided by the Academy Trust Company, any part of that training entitlement which the Academy Trust Company requires You to complete and any other training which the Academy Trust Company requires You to complete and which the Academy Trust Company will not bear the cost of. The Academy Trust Company will provide these details in a separate letter or in accordance with the Academy Trust Company's training policy (if applicable).

You will be required to attend annual safeguarding training provided by the Academy Trust Company.

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

Between

The Academy Trust Company as the Employer

And

ENTER EMPLOYEE'S NAME HERE

Signed by a Member of the Executive Team (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 HERE WHERE THE EMPLOYEE CAN ACCESS A COPY OF IT.

Appendix 2

Those rules and local agreements made by the Academy Trust Company directly affecting other terms and conditions of your employment currently cover:

Attendance Management

Leave of absence

Disciplinary Procedure

Complaints Procedure

Flexible working

Maternity Support leave

Adoptive leave

Employee Code of Conduct

MEDIA AND PUBLICITY

1. You shall not communicate to the public, press, television or any outside agency the contents of any documents relating to the authority or the proceedings of the Academy Trust Company or staff meeting unless required by law or otherwise authorised by the Academy Trust Company in writing. Any unauthorised, communication of this nature by You may be a breach of Your contract and may be subject to disciplinary action.

2. You may not undertake any publicity or place an advertisement referring to the School or to your diocese without the prior written agreement of the Academy Trust Company.

INVENTIONS

All patents, trademarks and other rights in any invention, device or concept (or any novel, improvement or modification of an existing invention, device or concept) created or developed by You during Your employment or created up to one year after termination of Your employment arising from or related to Your work during Your

employment shall belong to the Academy Trust Company subject only to any rights which may be acquired by You under the Patents Act 1977 or any statutory modifications thereof.

COPYRIGHT

All copyright or other proprietary rights in all work produced by you during the course of Your employment shall vest solely in the Academy Trust Company.