



**A CONTRACT OF EMPLOYMENT  
(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)  
FOR A HEADTEACHER  
IN A CATHOLIC CHURCH SCHOOL**

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

**THE GOVERNING BODY OF**

**A Catholic Voluntary Aided School in the Diocese of**

**Situated at**

**(“THE GOVERNING BODY”)**

**AND**

**(Name)**

**(“YOU”)**

**FOR SERVICE AS A HEADTEACHER**

**This is the Principal Statement of the main terms of your employment which is given to**

**of  
(employee's address) in accordance with section 1 of the Employment Rights Act 1996 by your  
employer the Governing Body of . 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. You are appointed by the Governing Body to serve as the Headteacher ("your post") at the School. Your job description is attached. It may be subject to annual review after consultation with you.
2. Your post commences on:            /            /            .

For the purpose of determining statutory entitlements, your employment commenced on            /            /            .  
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 the Local Education Authority ("LEA") counts as continuous service under the Employment Acts.

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. Your post is a permanent full-time post<sup>1</sup>.

#### **4. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

- (i) You are to exercise the ministry of a teacher in the School under the directions of the Governing Body and in accordance with (a) the provisions of the Education Acts and any associated Regulations; (b) the conditions of employment prescribed in the School Teachers' Pay and Conditions Document ("STPCD") from time to time in force, including the National Workload Agreement; (c) the Trust Deed and the Instrument of Government of the School; (d) Canon Law in relation to the governance of the School; (e) any regulations or policies of the Governing Body; (f) the Burgundy Book , and any further modifications of the same; and any local collective agreements recognised by the Governing Body to the extent that (f) is consistent with (a) to (d) above and (e) above as adopted by the Governing Body; (g) any scheme proposed by the local education authority under section 48 of the School Standards and Framework Act 1998.
- (ii) You are expected to be conscientious and loyal to the aims and objectives of the School. You will not be expected to refrain from any outside activity (whether paid or unpaid) unless, in the reasonable opinion of the Governing Body, such activity would interfere with the efficient discharge of your duties.
- (iii) (a) You are to have regard to the Catholic character of the School, not to do anything in any way detrimental or prejudicial to the interest of the same and, in particular, you are required to develop and maintain the Catholic character of the School through your professional duties.

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<sup>1</sup> Where the post is subject to a job share agreed by the Governing Body, a modified contract should be used and advice sought from the Diocesan Education Department.

- (b) 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 Ordinary, 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. You are required to take part in acts of religious worship and may be required to lead them.

## **5. CONDITIONS OF EMPLOYMENT OF HEADTEACHERS**

- 5.1 You shall carry out your professional duties in accordance with the STPCD, ensuring compliance with the National Agreement on Workload and the Education (Specified Work and Registration)(England) Regulations 2003 (as amended) (as appropriate), and the following terms:
- (a) In carrying out your duties, you shall consult, where this is appropriate, with the Diocese, the local education authority, the Governing Body, the staff of the School and the parents of its pupils;
  - (b) 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 Schools' Commissioner and the local education authority as appropriate and as agreed with the Governing Body;
  - (c) You shall secure that all pupils in attendance at the School take part in daily collective worship in pursuance of your duty under section 70 of the School Standards and Framework Act 1998 and securing that worship is in accordance with the teachings of the Catholic Church;
  - (d) You shall determine and ensuring the implementation of a policy for the pastoral care of the pupils in accordance with the teaching of the Roman Catholic Church;
  - (e) You shall provide for liaison and cooperation with officers of the Diocesan Education Schools' Commission; making such reports to the Diocesan Schools' Commission and Trustees in connection with the discharge of your functions as they may properly require, either on a regular basis or from time to time.

## **6. PLACE OF WORK**

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.

## **7. SALARY**

Your salary is determined in accordance with the statutory provisions in the STPCD.

Your current salary is £                      per annum as per the Leadership [England Wales / Inner London / Outer London / Fringe Area] pay spine point no.                      and your salary will be reviewed annually.

You will also receive the following:

- 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.

Your salary will be paid monthly in arrears not later than the last day of each calendar month by credit transfer to a bank or building society account of your choice. In addition your annual General Teaching Council fee shall be paid.

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.

## **8. HOURS OF WORK**

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). You are entitled to enjoy a reasonable work/life balance. In addition you are required to work such hours as are necessary to enable you to discharge effectively your professional duties. You are entitled to a break of reasonable length in the course of each school day and shall 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**

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.

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.

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.

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

## **10. SICKNESS AND SICK PAY**

In the event of ill-health, you shall comply with the Governing Body's Sickness Absence Procedure, which shall comply with the relevant provisions of the Burgundy Book. You should notify your deputy on your first day of absence as soon as reasonably practicable and, if possible, not later than 8.30am. Sick pay shall be calculated in accordance with the relevant provisions of the Burgundy Book.

## **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.

## **12. PATERNITY AND ADOPTION SCHEME**

You shall be entitled to statutory paternity and/or adoption leave and pay, without prejudice to any additional rights incorporated into the Burgundy Book from time to time.

## **13. PENSIONS AND PENSION SCHEME**

You will join or continue with the Teachers' Pension Scheme upon appointment unless you choose, or have already chosen, not to do so.

A contracting-out certificate is in force. Contributions are deducted under the Scheme on a contracted-out basis as the Teachers' Pension Scheme applies in place of the State Earnings Related Pensions Scheme (SERPS). If you choose to opt-out of the Teachers' Pension Scheme, you will cease to be contracted-out and (unless you take out your own contracted-out personal pension) you will have to contribute to SERPS.

#### **14. TRADE UNION MEMBERSHIP**

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

#### **15. DISCIPLINARY, GRIEVANCE AND CAPABILITY PROCEDURES**

The disciplinary rules and procedures governing your appointment are set out in the Governing Body's Disciplinary Procedures from time to time in force. The Governing Body has the right to alter procedures and rules from time to time as it thinks fit, and an up to date copy is available for inspection at the School.

In the event that you have any Grievance concerning your employment you should refer to the Grievance Procedure.

Your appointment is subject to performance review and in the event that you do not achieve the standards expected from the Governing Body, the School's Capability Procedure (as in force from time to time) will apply.

#### **16. PERIODS OF NOTICE AND TERMINATION OF CONTRACT**

- (i) 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' 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:**

**April 30<sup>th</sup>**  
**August 31<sup>st</sup>**  
**December 31<sup>st</sup>**

##### **Notice must be given by:**

**January 31<sup>st</sup>**  
**April 30<sup>th</sup>**  
**September 30<sup>th</sup>**

- (ii) It shall be sufficient that any notice given by the Governing Body under this Clause shall be signed by the Chair or Clerk on their behalf.
- (iii) 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.
- (iv) This Contract shall terminate at the end of the school term in which you reach the age of 65 unless the Governing Body agrees to continue your employment after that term for such a period and on such conditions as it thinks fit.
- (v) 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.
- (vi) 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.
- (vii) In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers' (Compensation for Redundancy and Premature

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

## **17. CONFIDENTIALITY**

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 any information of a confidential nature relating to the School. Breach of this clause may be treated as gross misconduct.

## **18. INTERPRETATION**

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

'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.

'The Local Education Authority' means the Local Education Authority within the meaning of the Education Acts for the area in which the School is situated.

'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996, as amended.

'Employment Acts' includes the Employment Rights Act 1996.

'The Ordinary' has the same meaning as in Canon Law, and includes the Diocesan Bishop or any person delegated by him.

'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.

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

'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.

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

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

## **19. COMMENCEMENT**

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.

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.

This post is subject to a satisfactory disclosure being obtained from the Criminal Records Bureau.

This Contract was made today

*(Insert date)*

Between

The Governing Body as employer

and

*(Name of Headteacher)*

Signed ..... Chair / Clerk  
*(For and on behalf of the Governing Body)*

Signed ..... Headteacher