

MODEL CONTRACT OF EMPLOYMENT
(INCORPORATING WRITTEN STATEMENT OF PARTICULARS)

FOR A
HEADTEACHER
IN A CHURCH OF ENGLAND
VOLUNTARY AIDED SCHOOL

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Note: *Pursuant to the Employment Acts, all employees who commence employment on or after 6th April 2020 must receive a written statement of particulars on or before their first day of employment. This template contract incorporates these new legislative changes. [NB The legislative changes also apply to workers - see separate worker's contract for details].*



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

THE GOVERNING BODY OF ST PHILIP'S, WESTBROOK PRIMARY SCHOOL

A CHURCH OF ENGLAND

VOLUNTARY AIDED SCHOOL

IN THE DIOCESE OF LIVERPOOL

AND

[]¹ (the "Employee")

of

[]²

FOR SERVICE AS THE

HEADTEACHER

¹ Insert name of Employee

² Insert Employee's address

This written statement of employment particulars ("Statement") is given to the Employee by the Governing Body (the "Employer") in accordance with Section 1 of the Employment Rights Act 1996 and contains the terms of the Employee's employment. It should be read in conjunction with the Employer's staff handbook (the "Handbook") which can be found at []³. The Handbook contains the disciplinary, grievance and capability policies and the other policies and procedures that the Employer operates from time to time. All such policies and procedures are non-contractual unless expressly stated otherwise. This Statement, together with any policies and procedures which the Employer stipulates as being expressly contractual in nature, constitute the Employee's contract of employment with the School (the "Contract").

1 INTERPRETATION

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

1.1.1 "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.

1.1.2 "Chair" means the chair of the Governing Body appointed from time to time.

1.1.3 "Diocese" means the [Church of England] [Church in Wales]⁴ diocese in which the School is situated, and 'Diocesan' shall be construed accordingly.

1.1.4 "Diocesan Board of Education" means that body constituted under the Diocesan Boards of Education Measure 1991 for the Diocese and any successor body, and includes the officers thereof.

1.1.5 "Education Acts" has the same meaning as in section 578 of the Education Act 1996 (as amended).

1.1.6 "Employer" means the Governing Body.

³ Insert location of Handbook

⁴ Delete as appropriate

1.1.7 "Employment Acts" includes, but is not limited to, the Employment Rights Act 1996.

1.1.8 "Foundation" means the trustees holding on trust the site of the School.

1.1.9 "Governing Body" means the governing body of the School.

1.1.10 "Keeping Children Safe in Education 2019" means the statutory guidance document of that name published by the Department for Education and any updated versions of that document published subsequently.

1.1.11 "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.

1.1.13 "School" means the school named at the beginning of this Contract and includes all sites upon which the school undertaking is carried out from time to time.

1.1.14 "STPCD" means the School Teachers' Pay and Conditions Document, being 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 the Employee's statutory conditions of employment, the terms of the SPTCD will prevail.

1.1.15 "TPS" means the Teacher's Pension Scheme.

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

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

2 JOB TITLE

- 2.1 The Employee is appointed by the Employer to serve as the Headteacher at the School (the "Post").

3. JOB DESCRIPTION

- 3.1 The Employee's job description is attached at Schedule 1.⁵
- 3.2 The Employee's job description may be subject to annual revision, following consultation with the Employee.

4 COMMENCEMENT

- 4.1 The Employee's employment with the Employer shall commence on []⁶.
- 4.2 The Employee's continuous service under the Employment Acts shall be calculated from the date the Employee started working at the School unless the Employee's employment with a previous governing body of a voluntary aided school or foundation school, or a Local Authority, counts as continuous service under the Employment Acts.
- 4.3 For the purposes of determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with the Employee's 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 1997 (as amended) as appropriate.
- 4.4 The Employee's 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) and Keeping Children Safe in Education 2015.

⁵ Insert Job Description at Schedule 1

⁶ Insert commencement date

- 4.5 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 Employer at that time; or (c) in order to comply with the Regulations referred to at 4.4 above.
- 4.6 The Employee's employment with the Employer is subject to the Employer being satisfied with the criminal records certificate received from the Disclosure and Barring Service. The Employee is required to notify the Employer immediately if: the Employee is the subject of a referral to the Disclosure and Barring Service, 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 of the Employee or any member of the Employee's household. Disclosure of a criminal conviction will not necessarily debar the Employee from employment with the Employer. This would depend on the nature of the offence, how long ago it was and what age the Employee was 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 the Employee from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.
- 4.7 The Employee is required to obtain medical clearance (in the form of a medical examination) prior to taking up the Post.
- 4.8 It is a condition of the Employee's employment that the Employee will provide the Employer with documentary proof of his/her right to work in the UK in accordance with section 8 of the Asylum and Immigration Act 1996 prior to taking up the Post. The Employer shall check and retain a copy of this documentation before the Employee commences employment at the School. If the Employee has a passport or an identity card that shows that (s)he is a British or an EEA National or that (s)he has the right to work in the UK then (s)he should provide this. If the Employee does not have a passport then (s)he should consult the Employer as to what further/alternative documentation may be acceptable.

4.9 If the Post requires membership or clearance from a statutory body, it is the Employee's responsibility to make sure that (s)he renews or registers his/her membership. The Employee shall therefore renew such clearances or re-register with such statutory bodies as required by the Employer. Should the Employee fail to do so, (s)he may be subject to disciplinary action, to include summary termination of employment, without notice.

5 DURATION AND PROBATIONARY PERIOD

5.1 The Post is a permanent full time post

5.2 The Post shall be subject to a probationary period of 1 term, during which time either party may give to the other not less than 1 week's written notice of termination. The Employer may extend the Employee's probationary period unilaterally for such further period as it sees fit, provided always that the total probationary period shall not exceed two consecutive terms (save in exceptional circumstances).

6 PLACE OF WORK

The Employee's normal place of work shall be at the School, or at the premises used by the School from time to time (if different). The Employer reserves the right to require the Employee to work at such other place or places as it may from time to time reasonably require.

7 SALARY AND BENEFITS

7.1 The Employee's salary shall be determined in accordance with the statutory provisions in the STPCD. The Employee's current salary is [£]⁷ gross per annum as per the Leadership England Area/Wales Area/Inner London Area/Outer London Area/Fringe Area pay spine point number []⁸ [paid pro rata for part-time employees.]⁹

7.2 The Employee's salary shall be reviewed annually by the Employer following performance reviews and may be increased from time to time at the Employer's discretion (having regard always to the provision of the STPCD) without affecting the other terms of the Employee's

⁷ Insert gross salary figure

⁸ Insert pay spine point number

⁹ Delete as appropriate

employment. Subject to the terms of the STPCD there shall be no obligation on the Employer to award the Employee any salary increase. In addition, there shall be no review of salary after notice has been given by either party to terminate the Employee's employment.

7.3 The Employee shall also be entitled to receive the following payments:

7.3.1 reasonable expenses which the Employee has incurred in the proper performance of the Employee's duties, in accordance with the Employer's expenses claim policy, provided always that such expenses are properly evidenced in accordance with such policy;

[7.3.2]¹⁰

7.4 The Employee's salary shall be paid on or around []¹¹ of each month in arrears by BACS Transfer into the Employee's chosen bank or building society account.

7.5 The Employee agrees that the Employer may deduct from any salary or other payment due to the Employee any amount owed by the Employee to the Employer, following prior notification to the Employee by the Employer, as per the Employment Acts. Arrangements to repay any over-payments will be made with the intention of avoiding any unnecessary hardship.

7.6 The Employee shall also receive the following additional benefits:¹²

¹⁰ Insert details of any other payments

¹¹ Insert date

¹² List any additional benefits or allowances (i.e. in addition to salary and contractual holidays) including non-contractual benefits (e.g. company car, childcare vouchers etc)

8 HOURS OF WORK

- 8.1 The Employee shall be available for work at all times when the School is open and at such other times as the Employer may reasonably require, subject to the provisions of the Working Time Regulations 1998 (as amended) and the STPCD. In addition, the Employee shall work such hours as are necessary to enable the Employee to discharge the Employee's professional duties effectively and efficiently. The Employee is entitled to a break of reasonable length in the course of each school day. The Employee is entitled to enjoy a reasonable work/life balance.
- 8.2 The Employee's terms and conditions relating to hours of work shall be in accordance with the provisions set out in the STPCD, and shall include, having regard to any teaching responsibilities, as far as reasonably practicable, reasonable time for discharging the Employee's management responsibilities and, where the Employee participates in teaching, planning and preparation time.
- 8.3 Time spent travelling to or from the Employer's place of work shall not count as working time.

9 DUTIES

- 9.1 The Employee shall exercise the professional duties and maintain the professional standards of a Headteacher in the School under the directions of the Employer and in accordance with:
- 9.1.1 this Contract and any policies, procedures, regulations or rules of the Employer as set out in the Handbook;
 - 9.1.2 the Trust Deed and the Instrument of Government of the School;
 - 9.1.3 the provisions of the Education Acts and any associated regulations;
 - 9.1.4 the Professional Standards for Teachers document published by the Department for Education in May 2012 (or any amendment thereof) and the Revised Professional Standards for Education Practitioners in Wales published in September 2011 (and any subsequent revisions thereof);

9.1.5 the conditions of employment prescribed in the STPCD from time to time in force;9.1.6 the Burgundy Book, and any subsequent modifications thereof; and

9.1.7 any local collective agreements recognised by the Employer, as listed at Schedule 2.

9.2 In carrying out the Employee's duties, the Employee shall:

9.2.1 cooperate with the Diocesan Board of Education;

9.2.2 consult, where appropriate, with the Diocesan Board of Education, the Employer and the staff of the School and the parents/carers of its pupils; and

9.2.3 promote good relationships with the Local Authority and the parents/guardians of the pupils of the School.

9.3 The Employee shall:

9.3.1 be conscientious and loyal to the aims and objectives of the School;

9.3.2 have regard to, maintain and develop the Church of England character of the School;

9.3.3 not do anything which is in any way detrimental, prejudicial, or contrary to the interests of the School and/or its Foundation; and

9.3.4 promote good relationships with the Local Authority and the parents/guardians of the pupils of the School.

9.4 The Employee shall participate in the selection and appointment of the teaching and non-teaching staff of the School, subject to the advice of the Diocesan Board of Education and the Local Authority (as appropriate) and as agreed with the Employer.

9.5 The Employee shall give and/or supervise the giving of religious education in accordance with the doctrines of the Church of England and the requirements of the Trust Deed of the School.

- 9.6 The Employee shall ensure that all pupils in attendance at the School take part in daily collective worship in pursuance of the Employee's duty under section 70 (but subject to section 71) of the School Standards and Framework Act 1998 and ensure that worship is in accordance with the rites and teachings of the Church of England.
- 9.7 The Employee shall take part in and lead acts of religious worship.
- 9.8 The Employee shall determine and ensure the implementation of a policy for the pastoral care of the pupils in accordance with the teachings of the Church of England.
- 9.9 The Employee shall provide for liaison and cooperation with officers of the Diocesan Board of Education, making such reports to the Diocesan Board of Education and the Trustees in connection with the discharge of the Employee's functions as they may reasonably require, either on a regular basis, or from time to time.
- 9.10 If the Employee wishes to engage in any outside activity which may, in the reasonable opinion of the Employer, interfere with the effective discharge of the Employee's duties under this Contract, the Employee must obtain the prior written consent of the Employer (such consent not to be unreasonably withheld).

10 HOLIDAYS AND LEAVE OF ABSENCE

- 10.1 The School's holiday year commences on 1st September. Subject to the provisions of the STPCD, the Employee's holidays must coincide with periods of School closure and public holidays, details of which will be notified to the Employee by the Employer from time to time. Current information relating to School closure and in-service training days is available from the School.
- 10.2 The Employee shall be paid full salary during closure periods unless the Employee is in receipt of less than full salary arising from the application of the sick pay scheme, maternity or other family leave schemes, or for some other reason specified in writing to the Employee.

- 10.3 The Employer, or in a case of urgency, the Chair, may, at its/his discretion, grant the Employee occasional leave of absence within the limits and upon the conditions relative to payment of salary prescribed by the Employer on compassionate or other grounds.
- 10.4 The Employee shall be entitled to his/her statutory rights in relation to parental leave and time off for dependants.
- 10.5 Upon termination of the Contract, the Employee shall be entitled to payment in lieu of any accrued but untaken holiday as at the termination date, calculated according to the following formula: $(A \times B) - C$, where A is the contractual period of leave to which the Employee is entitled; B is the proportion of the holiday year that expired before the termination date; and C is the period of leave already taken by the Employee between the beginning of the holiday year and the termination date.

11 SICKNESS AND SICK PAY

The Employee shall comply with the Employer's procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Employer's Sickness Absence Policy in the Handbook, and which shall comply with the relevant provisions of the Burgundy Book. Notification of sickness absence must be made in accordance with the Employer's Sickness Absence Policy.

12 MATERNITY, PATERNITY, SHARED PARENTAL AND ADOPTION LEAVE PROVISIONS

- 12.1 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 Employer.
- 12.2 The Employee shall be entitled to shared parental, 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

- 13.1 If the Employee's employment is full-time or part-time and the Employee is between the ages of 16 and 75, the Employer shall automatically enrol the Employee as a member of the TPS and contributions shall be deducted from the Employee's salary. Further details are available from the Teacher's Pension Scheme website at <https://www.teacherspensions.co.uk>.

14 TRADE UNION MEMBERSHIP

The Employee shall have the right to join a recognised trade union and to take part in its lawful activities.

15 GRIEVANCE, DISCIPLINARY AND CAPABILITY POLICIES AND PROCEDURES

- 15.1 The Employer's non-contractual grievance policy from time to time in force sets out the procedure for dealing with employee grievances. Full details are set out in the Handbook.
- 15.2 The Employer's non-contractual disciplinary policy from time to time in force sets out the rules and procedure for dealing with disciplinary matters. Full details are set out in the Handbook.
- 15.3 The Employer's non-contractual 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 the Employee's performance which may be carried out by the Employer, or otherwise. Full details are set out in the Handbook.
- 15.4 The Employer reserves 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. The Employee will be notified of any changes in writing, where appropriate.

16 TERMINATION OF CONTRACT

16.1 Save as provided by clause 5.2 above,

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 not less than three months' written notice during the autumn and winter terms, and in the summer term not less than four months' written notice, terminating at the end of a school term. The school terms shall be deemed to end on 30th April, 31st August and 31st December respectively.

16.2 It shall be sufficient that any notice given by the Employer under this clause 16 shall be signed by the Chair on its behalf.

16.3 Any notice given by the Employer under this clause 16 may be served by delivering it to the Employee or by leaving it at the Employee's last known place of residence or by sending it in a prepaid letter addressed to the Employee at that place. Any notice given by the Employee under this clause 16 may be served by delivering it to the Chair or by sending it in a prepaid letter to the Chair at his last place of residence or care of the School.

16.4 In the event that the Employee's employment is terminated by either party on giving the required notice under this clause 16, the Employer reserves the right to require the Employee not to attend School during the notice period. In such a case the Employee will be placed on garden leave, during which the Employee will continue to receive full salary and benefits and will continue to be bound by the terms of this Contract until the notice of termination of employment expires.

16.5 The Employer reserves the right to pay the Employee in lieu of all or part of the notice required under this clause 16, howsoever given.

16.6 The periods of notice specified in this clause 16 do not apply in the case of summary dismissal for gross misconduct (see the non-exhaustive list of examples set out in the Handbook) and the Employer hereby reserves the right in such a case to dismiss the Employee 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 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Burgundy Book.

17 HEALTH & SAFETY AND SAFEGUARDING

The Employee shall familiarise himself/herself with and ensure compliance with the Employer's policies on Health and Safety at Work and Safeguarding from time to time in force. Further details can be found in the Handbook.

18 TRAINING

The Employer's training policy (if any) is set out in the Handbook. The Employer shall require the Employee to undertake the following specific training¹³.

19 CONFIDENTIALITY

Without prejudice to the Employer's Whistle-Blowing policy contained in the Handbook, the Employee shall not during or following termination of the Employee's employment (for whatever reason) disclose to anyone other than in the proper course of the Employee's employment, or if required to do so by law, any information of a confidential nature relating to the Employer/School (save where such information is already in the public domain, otherwise than as a result of the Employee breaching this clause 18). Breach of this clause 18 by the Employee may be treated as gross misconduct warranting summary dismissal without notice.

20. GOVERNING LAW AND JURISDICTION

This Contract shall be governed in accordance with the laws of England and Wales and the parties hereto agree to submit to the exclusive jurisdiction of the Courts and Tribunals of England and Wales.

This Contract is made this []¹⁴

¹³ List any specific training requirements here, to include any training which the Employee must pay for personally

Between

The Governing Body as the Employer

And

[]¹⁵

Signed by Chair (on behalf of the Governing Body):.....

Signed by the Employee:.....

¹⁴ Insert date

¹⁵ Insert name of employee

Schedule 1¹⁶

¹⁶Insert Job Description

Schedule 2¹⁷

¹⁷ Insert list of Collective Agreements, plus details of where they can be inspected