

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 Governing Body'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 Governing Body'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 Governing Body.

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 SHARED PARENTAL LEAVE

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 Teacher's 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. **Notice to do so should be given in accordance with the Governing Body/School's Pension Policy.**

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 POLICIES

15.1 The Governing Body'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](#).

15.2 The Governing Body'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](#).

15.3 The Governing Body's capability policy from time to time in force sets out the rules and procedure for dealing with any capability issues arising from, but not limited to, any review of Your performance which may be carried out by the School/Governing Body, or otherwise, and You can access a copy [ENTER PLACE HERE](#).

15.4 The Governing Body has the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as it, in its sole discretion, thinks fit. You will be notified of any changes in writing, where appropriate.

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 a school term. The school terms shall be deemed to end on April 30th, August 31st and December 31st (see table below for illustration).

To terminate Contract on:	Notice must be given by:	Notice period
December 31 st	October 31 st	Two months
April 30 th	February 28 th (or 29 th)	Two months
August 31 st	May 31 st	Three months

6.2 Your current salary is [ENTER ANNUAL SALARY HERE] per annum [INCLUSIVE OF X DAYS HOLIDAY PAY] [EXCLUSIVE OF X DAYS HOLIDAY PAY] as per the relevant [England Area/Wales 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 Governing Body'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. In addition Your annual Education Workforce Council fee shall be paid within Your salary.

6.5 You agree that the Governing Body may deduct from any salary or other payment due to You any amount owed by You to the School, following prior notification to You. Arrangements to repay any over-payments will be made with the intention of avoiding hardship and in accordance with the provisions of the National Minimum Wage Act 1998.

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 School is open and at such other times as the Headteacher or Governing Body 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 AND START AND FINISH TIME].

16.6 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 2015 (as amended), the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Burgundy Book.

17 HEALTH & SAFETY

You will familiarise Yourself with and ensure compliance with the Local Authority's and/or School's policy on Health and Safety at Work from time to time in force, a copy of which can be accessed [ENTER PLACE HERE].

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 School's Safeguarding Policy and Procedure from time to time updated which can be accessed [ENTER PLACE HERE].

18.2 You are required to inform the Governing Body 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 Governing Body 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.

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

(1) THE GOVERNING BODY OF

ENTER SCHOOL NAME HERE

SITUATED AT

ENTER ADDRESS OF SCHOOL HERE

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

ENTER DIOCESE NAME HERE

("THE GOVERNING BODY")

AND

(1) ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE

("YOU")

FOR SERVICE AS

A TEACHER

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.**