



## **CES MODEL SCHOOL/COLLEGE**

## **CONTRACTS OF EMPLOYMENT**

### **NOTES TO USERS**

This guide is intended to be utilised by those persons charged with creating contracts of employment (hereafter referred to as “the user”) for staff within Catholic schools/colleges.

Legal or HR advice should always be sought on specific queries relating to the issue of a contract of employment as it creates binding legal obligations on both parties.

### **CES: OUR ROLE AND AIMS**

- 1.1 In promoting and supporting Catholic education in England and Wales, the Catholic Education Service (CES) negotiates, on behalf of all bishops, with Government, and other national bodies on legal, administrative, and religious education matters in order to:
  - 1.1.1 Promote Catholic interests in education;
  - 1.1.2 Safeguard Catholic interests in education;
  - 1.1.3 Contribute to Christian perspectives within educational debate at national level.

### **CES MODEL CONTRACTS OF EMPLOYMENT**

- 2.1 Bearing the above aims in mind, the CES actively encourage the use of CES contracts for the appointment of all staff in Catholic schools/colleges.

- 2.2 The CES has reviewed all of its model contracts with the aim of streamlining the number of contracts available for use. To that end, the number of model contracts has been significantly reduced from over 40 variations to just 8. The 8 categories of employment contract are listed below with an explanation of the type of employees these contracts may be used for.
- 2.3 The model contracts are password protected so that any proposed changes to set text must, where the diocese is in agreement, be authorised by the CES Legal Adviser before any changes may be made.
- 2.4 Should you have any queries regarding the use of any CES model contract, please do not hesitate to contact the diocese.

## **CATEGORIES OF CES MODEL CONTRACTS OF EMPLOYMENT**

### **LEADERSHIP CONTRACT GROUP 1**

This contract is to be used for:

- Headteacher
  
- Acting Headteacher
  
- Joint Headteacher

### **LEADERSHIP CONTRACT GROUP 2**

This contract is to be used for:

- Deputy Headteacher
  
- Assistant Headteacher.

### **LEAD PRACTITIONER CONTRACT**

This contract is to be used for a Lead Practitioner

You must also download the CES Guidance Note on Lead Practitioner contracts.

## **TEACHER CONTRACT**

Further to the School Teachers Pay and Conditions Document 2013, from September 2013, this contract is to be used for:

- Fast Track Teacher
- Teacher
- Newly Qualified Teacher

Due to changes introduced from September 2013, the posts of Advanced Skills Teacher and Excellent Teacher will no longer exist.

## **INSTRUCTOR/UNQUALIFIED TEACHER CONTRACT**

This contract is to be used for:

- An Instructor
- An Unqualified Teacher

You must also download the CES Guidance Note on Instructor/Unqualified Teacher contracts.

## **SUPPORT STAFF CONTRACT**

This contract is to be used for:

- Teaching Assistant (Levels 1, 2, 3 and 4)
- Temporary Welfare Assistant
- Classroom Assistant
- Nursery Employee
- Support Staff Member (Not Teaching Assistant)

## **LAY CHAPLAIN EMPLOYED BY A DIOCESE CONTRACT**

This contract is to be used for a Lay Chaplain employed by a Diocese.

## **LAY CHAPLAIN EMPLOYED BY A GOVERNING BODY CONTRACT**

This contract is to be used for a Lay Chaplain employed by a Governing Body.

### **NOTE OF CAUTION**

Where a school is recruiting for a post which comes with the benefit of accommodation e.g. a live-in caretaker, legal advice must be taken as the contract of employment will need to be amended to reflect the particular arrangements. **In all cases where accommodation is provided with the post, schools must involve their diocese before** the post is offered to a prospective employee and before a contract is provided (whether as a model contract provided during the recruitment process or a final contract for signature), particularly as the school will require consent from the Trustees to use any accommodation which is owned by the Trustees.

## **GUIDANCE FOR SCHOOLS/COLLEGES ON COMPLETING THE MODEL**

### **CONTRACTS OF EMPLOYMENT**

- 3.1 The model contracts in each category are set up in such a way that:
- (i) **information highlighted in yellow** must be deleted where it does not apply in a particular case leaving just the information in the contract that is relevant to the particular school/college and/or employee
  - (ii) **Information highlighted in green** requires the user to input information to make the contract operational on a day to day basis in accordance with the individual school/college's needs.
- 3.2 Each model contract can be amended so that it can be used for both permanent positions and fixed term (i.e. those positions where there is a known expiry date) or temporary (i.e. those positions where there is no known expiry date) positions. Clause 3 in each model contract allows the user to select the duration of the contract by deleting the information that does not apply (highlighted in yellow in the model contracts).

3.3 The user should be aware that highlighted text will remain in the contract once they have deleted the wording that does not apply. **Highlighting should be removed before the contract is finalised.** To remove the highlighter from the text which must remain, the highlighter function will need to be disabled. To disable the highlighting from the remaining text, the user should click on the 'Office' button, go to 'Word Options' and click on 'Display', and then uncheck the box that says "Show Highlighter Marks". This will remove the yellow/green highlighting so that the contract is ready for printing and signing. Users must re-enable the highlighting function on their computer once the contract has been printed as it will not automatically re-enable. To re-enable follow the above steps and check the box "Show Highlighter Marks".

3.4 To assist the user to complete the contracts the table below sets out specific guidance in respect of the clauses in the model contracts which require modification:

Relevant Page/Clause Name In Contract	Relevant Clause Number (Depending On Category of Contract)	Instructions To Complete Contract
Front Page	Senior Leadership Groups 1 & 2, Instructor/Unqualified Teachers and Support Staff contracts	<ul style="list-style-type: none"> <li>Delete roles that do not apply</li> </ul>
Second Page	Same for all contracts	<ul style="list-style-type: none"> <li>Enter details as requested</li> <li>Delete the roles that do not apply (where applicable)</li> </ul>
Preamble	Same for all contracts	<ul style="list-style-type: none"> <li>Enter details as requested</li> <li>If the school/college does not have a Staff Handbook, please delete reference to it</li> </ul>
The Post	Clause 1 in all contracts	<ul style="list-style-type: none"> <li>Delete roles that do not apply (where applicable)</li> <li>Teacher contracts – enter type of Teacher as per the instructions in Clause 1 of the model Teacher contract</li> </ul>
Commencement of Contract	Clause 2 in all contracts	<ul style="list-style-type: none"> <li>Clause 2.1 - Enter date that the employee is to commence their employment in the Post</li> </ul>
		<ul style="list-style-type: none"> <li>Clause 3.1 – Delete whichever</li> </ul>

Relevant Page/Clause Name In Contract	Relevant Clause Number (Depending On Category of Contract)	Instructions To Complete Contract
Duration of Contract	Clause 3 in all contracts	clause 3.1 does not apply <ul style="list-style-type: none"> <li>Clause 3.2 – Delete this clause if it is not relevant. Otherwise input additional information here relating to “Duration of Contract” (NB: do not input days/hours here as there is a separate clause specific to Hours of Work)</li> </ul>
General Terms and Conditions of Employment	Clause 4 in all Contracts  Clause 4.1(d) in Senior Leadership Groups 1 & 2, Lead Practitioner and Teacher contracts  Clause 4.3 in Support Staff contracts only	<ul style="list-style-type: none"> <li>Delete roles that do not apply (where applicable)</li> <li>Delete reference to Appendix 2 where there are no details to be provided at Appendix 2</li> <li>Delete whichever Professional Standards do not apply i.e. the DfE Standards are applicable to Teachers in Schools in England</li> <li>Delete the sentence regarding “maintaining and developing the Catholic character of the School” for all Support Staff roles EXCEPT for Teaching Assistant Level 4</li> </ul>
Conditions of Employment	Clause 5 in Senior Leadership Groups 1 & 2 contracts only	<ul style="list-style-type: none"> <li>Delete roles that do not apply</li> <li>Clauses 5.6 and 5.7 – delete UNLESS the contract is for a Joint Headteacher</li> </ul>
Duties	Clause 5 in Support Staff contracts only	<ul style="list-style-type: none"> <li>Delete the alternative clauses 5.1 that do not apply (leaving just the relevant clause 5.1 applicable to the post)</li> </ul>
		<ul style="list-style-type: none"> <li>Enter salary details as</li> </ul>

<b>Relevant Page/Clause Name In Contract</b>	<b>Relevant Clause Number (Depending On Category of Contract)</b>	<b>Instructions To Complete Contract</b>
Salary	Clause 7 in Senior Leadership Groups 1 & 2, clause 7 in Lead Practitioner contracts, clause 6 in Teacher contracts, clause 6 in Instructor/Unqualified Teacher contracts, clause 7 in Support Staff contracts and clause 6 in Lay Chaplain contracts	<p>requested (deleting reference to spine point where no longer applicable)</p> <ul style="list-style-type: none"> <li>• If the employee is employed full-time, delete “paid pro rata for part-time employees”</li> <li>• Additional allowances – Enter any relevant additional allowances applicable to the role or delete this whole sub-clause if not relevant</li> <li>• Support Staff contracts only – Enter details of school closure payments</li> <li>• Enter date and method of payment</li> <li>• Delete reference to General Teaching Council which only applies in Wales</li> <li>• Lay Chaplain contracts only – the Governing Body or Diocese must determine an identifiable salary scale commensurate to the role and responsibilities of the Lay Chaplain within the School. Options provided are (1) STPCD, where the Lay Chaplain has QTS (2) Local Government pay scales (i.e. Green Book) (3) other identifiable diocesan salary scale. Delete whichever does not apply.</li> </ul>
Hours of Work	Clause 8 Lead Practitioner contracts, clause 7 in Teacher contracts, clause 7 in Instructor/Unqualified Teacher contracts and clause 8 in Support Staff contracts	<ul style="list-style-type: none"> <li>• Enter days/hours employee is contracted to work, where applicable</li> <li>• Support Staff – Delete reference to term-time only working where not applicable. If it is applicable, please insert the number of weeks per year the</li> </ul>

<b>Relevant Page/Clause Name In Contract</b>	<b>Relevant Clause Number (Depending On Category of Contract)</b>	<b>Instructions To Complete Contract</b>
		<p>employee is required to work.</p> <ul style="list-style-type: none"> <li>Lead Practitioner, Teacher and Instructor/Unqualified Teacher contracts – clause 7.4 – delete as appropriate where employee is required to undertake midday supervision.</li> </ul>
Sickness and Sick pay	<p>Clause 10 in Senior Leadership Groups 1 &amp; 2 contracts, clause 10 in Lead Practitioner contracts, clause 9 in Teacher contracts, clause 9 in Instructor/Unqualified Teacher contracts, clause 10 in Support Staff contracts, clause 9 in Lay Chaplain contracts</p>	<ul style="list-style-type: none"> <li>Enter place where policy can be accessed (NB: this is usually the Staff Handbook, School Secretary, intranet or website (this is a non-exhaustive list))</li> </ul>
Pensions and Pension Scheme	<p>Clause 13 in Senior Leadership Groups 1 &amp; 2 contracts, clause 13 in Lead Practitioner contracts, clause 12 in Teacher contracts, clause 12 in Instructor/Unqualified Teacher contracts, clause 13 in Support Staff contracts and clause 12 in Lay Chaplain contracts</p>	<ul style="list-style-type: none"> <li>Delete reference to notification under the Pension Policy where it is not relevant</li> </ul>
Disciplinary, Grievance and Capability Policies	<p>Clause 15 in Senior Leadership Groups 1 &amp; 2 contracts, clause 15 in Lead Practitioner contracts, clause 14 in Teacher contracts, clause 14 in Instructor/Unqualified Teacher contracts, clause 15 in Support Staff contracts and clause 14 in Lay Chaplain contracts</p>	<ul style="list-style-type: none"> <li>Enter place where policies can be accessed (NB: this is usually the Staff Handbook, School Secretary, intranet or website (this is a non-exhaustive list))</li> </ul>
Periods of Notice and Termination of Contract	<p>Clause 16 in Senior Leadership Groups 1 &amp; 2 contracts, clause 16 in Lead Practitioner contracts, clause 15 In Teacher contracts,</p>	<ul style="list-style-type: none"> <li>Delete the alternative clauses 15.1 or 16.1 that do not apply (leaving just relevant clause 15.1 or 16.1)</li> </ul>



<b>Relevant Page/Clause Name In Contract</b>	<b>Relevant Clause Number (Depending On Category of Contract)</b>	<b>Instructions To Complete Contract</b>
	clause 15 in Instructor/Unqualified Teacher contracts, clause 16 in Support Staff contracts and clause 15 in Lay Chaplain contracts	depending on whether it is a permanent, fixed-term or temporary contract (see paragraph 3.2 of this User Guide)
Health & Safety	Clause 17 in Senior Leadership Groups 1 & 2 contracts, clause 17 in Lead Practitioner contracts, clause 16 in Teacher contracts, clause 16 in Instructor/Unqualified Teacher contracts, clause 17 in Support Staff contracts and clause 16 in Lay Chaplain contracts	<ul style="list-style-type: none"> <li>• Enter place where policy can be accessed (NB: this is usually the Staff Handbook, School Secretary, intranet or website (this is a non-exhaustive list))</li> </ul>
Signature Clause	Same for all contracts	<ul style="list-style-type: none"> <li>• Enter day, month and year that the contract is being made/signed</li> <li>• Enter Employee's name</li> </ul>
Appendix 1 & 2	Same for all contracts	<ul style="list-style-type: none"> <li>• Remember to attach/list relevant Job Description and/or local collective agreements relevant to the employee's employment, or state where copies of such documents can be located.</li> </ul>

The user is advised to check the final contract before printing and signing to ensure that the CES model contract has been adapted as far as is possible to meet the school/college's requirements and that all relevant clauses are included in the contract.