

Catholic Education Service (CES) School/Academy Model Contracts

Guidance Note

**Introduction**

The CES produces model employment contracts for all staff in Catholic schools and academies. This guidance note is intended to provide information to schools, academies and HR providers which can be used when they are creating contracts of employment for staff.

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

The model contracts are available in two formats on the CES website:

* fully amendable word format, in the download and amend section of the website; and
* via the contracts generator, which requires users to input certain information into a questionnaire in order that a completed contract can be automatically generated.

The model contracts should be adapted according to the specific appointment and particular care should be taken when using the contracts generator in order to ensure that the automatically generated contract reflects the arrangements that the employer and the employee wish to enter into.

**Substantial amendments or additions should not be made to the model contracts without the consent of the diocese who may request the advice of the CES.**

All workers and employees have the right to a written statement of the particulars of their employment and this statement must be provided on or before day one of employment. The model contracts provide all of the information that employers must provide in order to comply with this requirement.

**THE CES: OUR ROLE AND AIMS**

* 1. In promoting and supporting Catholic education in England and Wales, the CES negotiates, on behalf of all bishops, with Government, and other national bodies on legal, administrative, and religious education matters in order to:
     1. Promote Catholic interests in education;
     2. Safeguard Catholic interests in education;
     3. Contribute to Christian perspectives within educational debate at a national level.

**CES MODEL CONTRACTS OF EMPLOYMENT**

2.1 The Bishops’ Memorandum on the Appointment of Staff in Catholic Schools, which can be found on the CES website by following this link:

<https://www.catholiceducation.org.uk/employment-documents/bishops-memorandum>

states that CES contracts should be used by Catholic Schools and academies when appointing staff. It is the responsibility of the Governing Body or the Academy Trust Company as employer to ensure that the requirements of the Bishops’ Memorandum are complied with. One of the reasons why the bishops require CES model contracts of employment to be used is that they include a contractual provision which means that all staff are bound to preserve and develop the Catholic character of the School / Academy and they also provide that staff must not act in a way which is inconsistent with that Catholic character.

**If a Governing Body or the Board of an Academy Trust Company establish that there has been a previous breach of the Bishops’ Memorandum, this will need to be rectified and further advice should be taken from the relevant diocese.**

2.2 The CES produces model contracts for use in schools in England and Wales and academies in England and there are different versions of the model contracts for different roles. We also provide model ad hoc worker contracts for schools and academies which can be used for casual workers. Please review the Employment Status – Guidance Note which can be found on our website if you are unclear as to whether you are appointing an employee or a worker. The guidance can be found by following this link: <https://www.catholiceducation.org.uk/employment-documents/guidance-on-contracts>

The versions of the model employment contracts are listed below with an explanation of the appointments these contracts may be used for. **Users should note that the model contracts for academies contain nationally agreed terms and conditions of employment for teachers and support staff as standard.** Where Academy Trust Companies wish to offer terms and conditions of employment which are different to the nationally agreed terms and conditions, they will need to contact their diocese to obtain a contract which may be amended to reflect the intended terms and conditions, provided that any such amendments are approved and authorised by the diocese and the CES.

2.3 The model contracts are copyright protected. Any proposed changes to text other than that highlighted in yellow must be agreed with the relevant diocese and may need to be authorised by the CES. Schools and academies must not make such changes without following this approval process. **Schools and academies are expected to appoint their own HR and/or legal advisers to deal with questions relating to the issuing of employment contracts and the management of employment issues. The CES does not provide legal or HR advice directly to schools.**

2.4 Should you have any queries regarding the use of any of the CES model contracts, please do not hesitate to contact your diocese.

**CATEGORIES OF CES MODEL CONTRACTS OF EMPLOYMENT**

**SENIOR EXECUTIVE LEADER CONTRACT (ACADEMIES ONLY)**

This contract is to be used for any senior executive leadership post including, but not limited to any Chief Executive Officer or other person who is held ultimately accountable by the Board of Directors of an Academy Trust Company for the performance of an Academy Trust Company. There is also a drafting note to assist with the preparation of job descriptions for this role which can be accessed by following this link:

<https://www.catholiceducation.org.uk/employment-documents/guidance-on-contracts>

**SENIOR LEADERSHIP GROUP 1**

This contract is to be used for:

* Headteachers
* Principals
* Acting Headteachers
* Acting Principals
* Joint Headteachers
* Joint Principals
* Heads of School

**SENIOR LEADERSHIP GROUP 2**

This contract is to be used for:

* Deputy Headteachers
* Deputy Principals
* Assistant Headteachers
* Assistant Principals
* Deputy Heads of School
* Vice Principals
* Associate Principals

**LEAD PRACTITIONER**

This contract is to be used for a Lead Practitioner. You should also review the CES Guidance Note on Lead Practitioner contracts which is available on the CES website by following this link:

<https://www.catholiceducation.org.uk/employment-documents/guidance-on-contracts>

**TEACHER**

This contract is to be used for:

* Teachers
* Newly Qualified Teachers

**INSTRUCTOR/UNQUALIFIED TEACHER**

This contract is to be used for:

* An Instructor
* An Unqualified Teacher

**SCHOOL BUSINESS MANAGER**

This contract is to be used for School Business Managers. You should also review the CES Drafting Note: Job Description – Business Manager which can be found by following this link:

<https://www.catholiceducation.org.uk/employment-documents/guidance-on-contracts>

**SUPPORT STAFF**

This contract is to be used for:

* Teaching Assistants
* Welfare Assistants
* Classroom Assistants
* Nursery Employees
* Members of Support Staff (Not Teaching Assistants)
* Early Years Practitioners

**LAY CHAPLAIN EMPLOYED BY A DIOCESE**

This contract is to be used for a Lay Chaplain employed by a Diocese. You should also review the CES National Standards for School Chaplains, the CES School Chaplain Job Description, Secondary and the CES School Chaplain Job Description, Primary which are available on the CES Website by following this link:

<https://www.catholiceducation.org.uk/employment-documents/chaplaincy-documents>

**LAY CHAPLAIN EMPLOYED BY A GOVERNING BODY/ACADEMY TRUST COMPANY**

This contract is to be used for a Lay Chaplain employed by a Governing Body/Academy Trust Company. You should also review the CES National Standards for School Chaplains, the CES School Chaplain Job Description, Secondary and the CES School Chaplain Job Description, Primary which are available on the CES Website by following this link:

<https://www.catholiceducation.org.uk/employment-documents/chaplaincy-documents>

**CASUAL WORKER CONTRACT**

This contract is to be used for an ad-hoc worker. It should only be used for casual workers and not for employees. For more information on the distinction between employees and workers, please read the Employment Status - Guidance Note available on the CES website which can be accessed by following this link: <https://www.catholiceducation.org.uk/employment-documents/guidance-on-contracts>

**POSTS INCLUDING ACCOMMODATION**

Where a Governing Body/Academy Trust Company 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 ON COMPLETING THE MODEL CONTRACTS OF EMPLOYMENT**

3.1 The model contracts in each category are set up in such a way that **information highlighted in yellow** must either 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/academy and/or employee), or the wording should be retained and where appropriate the user should input the information requested in accordance with the individual school’s/academy’s needs and the arrangements that have been agreed with the particular employee.

3.2 Each model contract can be amended so that it can be used for both permanent positions and fixed term positions (i.e. those positions where there is a known expiry date or event). The contracts can also be amended to reflect a temporary appointment (i.e. those positions where there is no known expiry date). 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). However, if a position is ad-hoc or casual only the ad-hoc worker contract should be used.

3.3 Highlighted text will remain highlighted once any unnecessary wording has been deleted. **Highlighting should be removed before the contract is finalised.** Where any amendments have been made the numbering and cross-referencing should be checked prior to issuing the contract.

3.4 The table below sets out specific guidance in respect of the clauses in the model contracts which require modification. The table below does not include the changes which need to be made in the casual worker contract. These changes are dealt with in paragraph 3.5:

| **Relevant Page/Clause** | **Relevant Clause Number (may be different depending on which contract you are completing)** | **Specific instructions** |
| --- | --- | --- |
| Page 1 | Senior Leadership Groups 1 & 2, Instructor/Unqualified Teachers and  Support Staff contracts | Delete roles that do not apply  Insert level for teaching assistant or support staff role (where applicable). |
| Page 1 | Same for all contracts | Delete the notes in yellow.  Ensure that all cross-references and numbering remain accurate following any amendments made prior to issuing the contracts. This is best done as the final step prior to finalising the contract. |
| Page 2/3 | Same for all contracts | Enter details as requested.  Delete the roles that do not apply (where applicable).  Support staff contracts enter level of teaching assistant or support staff role where applicable. |
| Preamble | Same for all contracts | Enter details as requested.  If the Governing Body/Academy Trust Company does not have a Staff Handbook, please delete reference to it. |
| The Post | Clause 1 in all contracts | Delete roles that do not apply (where applicable).  Teacher contracts – enter type of Teacher in accordance with the instructions.  Support staff contracts enter level of teaching assistant or support staff role (where applicable). |
| Commencement of Contract | Clause 2 in all contracts | Clause 2.1 - Enter date that the employee is to commence their employment in the Post. |
| Duration of Contract | Clause 3 in all contracts | Clause 3.1 – Delete whichever iterations of clause 3.1 do not apply and enter the relevant information.  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). If this clause is not used renumber clause 3.3 as 3.2 (if applicable).  Clause 3.3. Delete this clause if no probationary period applies. If there is a probationary period insert its duration and any particular conditions which apply during the probationary period. It is important that you take legal advice before making use of this clause due to the potential implications on continuous service. It is not compulsory for contracts to have a probationary period but if there is one it is necessary to provide the employee with the information requested in this clause. |
| 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 4.1(e) in Support Staff contracts  Clause 4.1(f) in Senior Executive Leader contracts | Delete roles that do not apply (where applicable).  Delete the entire provision in relation to collective agreements where there are no recognised collective agreements. Please do not simply delete “which are listed at Appendix 2”. If there are recognised collective agreements it is important that they are specifically listed in Appendix 2.  Delete whichever Professional Standards do not apply depending on the location of the school/academy i.e. the Standards are applicable to Teachers in England.  Delete this provision if the school is not in Wales.  Delete references to the Burgundy Book if it does not apply. |
| Conditions of Employment | Clause 5 in Senior Leadership Groups 1 & 2 contracts only | Delete the roles that do not apply.  Clauses 5.6 and 5.7 – delete UNLESS the contract is for a joint appointment. |
| Duties | Clause 5 in Support Staff contracts only | Delete the alternative clauses 5.1 that do not apply (leaving just the relevant clause 5.1 applicable to the post). Delete the note regarding job descriptions. Insert the relevant level if the contract is for a teaching assistant and insert the role for other support staff contracts (where applicable). |
| Place of Work | Clause 6 in Senior Executive Leader contracts only | Insert details of place of work. |
| Salary | Clause 7 in Senior Leadership Groups 1 & 2 and Senior Executive Leader contracts, clause 7 in Lead Practitioner contracts, clause 6 in Teacher contracts, clause 6 in Instructor/Unqualified Teacher contracts, clause 7 in School Business Manager contracts, clause 7 in Support Staff contracts and clause 6 in Lay Chaplain contracts | Enter salary details as requested (deleting reference to spine point where this is not applicable).  For Senior Executive Leader Contracts only delete the reference to the STPCD or the salary being set by the Board.  Enter whether salary is inclusive of holiday pay or exclusive of holiday pay. If salary is paid exclusive of holiday pay, the sum that equates to statutory/contractual holiday pay will need to be paid in addition to the amount stated as ‘salary’. It is generally not necessary to state the number of days holiday teaching staff are entitled to.  Additional allowances or benefits – Enter any relevant additional allowances applicable to the role or delete this whole sub-clause if not relevant.  Support Staff contracts only – Enter details of school closure payments.  Enter date and method of payment. Insert details pertaining to how staff can access their payslips.  Delete reference to Education Workforce Council fees for staff employed in England as it only applies in Wales.  Lay Chaplain contracts only – the Governing Body/ Academy Trust Company 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. |
| Hours of Work | Clause 8 in Senior Leadership Groups 1&2 and Senior Executive Leader contracts, clause 8 in Lead Practitioner contracts, clause 7 in Teacher contracts, clause 7 in Instructor/Unqualified Teacher contracts, clause 8 in School Business Manager contracts, clause 7 in Lay Chaplain contracts and clause 8 in Support Staff contracts | Enter days/hours employee is contracted to work, where applicable. If there are to be circumstances when there might be a variation in the days and hours generally worked include the relevant details.  Complete the section relating to part-time contracts where appropriate, delete full-time clauses if the contract is part-time (where necessary).  School Business Manager and 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 employee is required to work.  Support staff – enter any other additional details/description as to the hours of work. If not applicable delete clause 8.5.  Lead Practitioner clause 8.4, Teacher and Instructor/Unqualified Teacher contracts clause 7.4 – delete as appropriate where employee is required to undertake midday supervision. |
| Holidays and leave of absence | Clause 9 in Senior Leadership Groups 1&2 and Senior Executive Leader contracts, clause 9 in School Business Manager contracts, clause 9 in Lead Practitioner contracts, clause 8 in Teacher contracts, clause 8 in Lay Chaplain contracts, clause 8 in Instructor/Unqualified Teacher contracts, clause 9 in Support Staff contracts | If the green book has not been incorporated into School Business Manager Contracts then insert leave entitlement in clause 8.1  Lay Chaplain (Diocese) only – insert the name of the person holiday must be agreed with in clause 8.1  In support staff contracts clause 9.6 delete reference to full pay during closure periods if clause 7.5 (term-time only contract) has been used. |
| Sickness and Sick pay | Clause 10 in Senior Leadership Groups 1 & 2 and Senior Executive Leader contracts, clause 10 in Lead Practitioner contracts, clause 9 in Teacher contracts, clause 9 in Instructor/Unqualified Teacher contracts, clause 10 in School Business Manager contracts, clause 10 in Support Staff contracts, clause 9 in Lay Chaplain contracts | Enter place where policy can be accessed. |
| Maternity leave provisions | Clause 10 in Lay Chaplain Contracts, clause 11 in Senior Executive Leader contracts | Enter whether the policy is found in the Burgundy Book or Green Book. Delete references to the Burgundy Book or the Employment Acts as appropriate for Senior Executive Leaders. |
| Paternity and adoption leave provisions | Clause 11 in Lay Chaplain contracts | Enter whether the policy is found in the Burgundy Book or Green Book. |
| Pensions and Pension Scheme | Clause 14 in Senior Leadership Groups 1 & 2 and Senior Executive Leader contracts, clause 14 in Lead Practitioner contracts, clause 13 in Teacher contracts, clause 13 in Instructor/Unqualified Teacher contracts, clause 14 in School Business Manager contracts, clause 14 in Support Staff contracts and  clause 13 in Lay Chaplain contracts | Delete reference to notification under the Pension Policy if there is no such policy.  Insert details for appropriate pension arrangements for Senior Executive Leader contracts.  For Lay Chaplains ensure that appropriate pension arrangements are included and others are deleted. |
| Disciplinary, Grievance and Capability Policies | Clause 16 in Senior Leadership Groups 1 & 2 and Senior Executive Leader contracts, clause 16 in Lead Practitioner contracts,  clause 15 in Teacher contracts, clause 15 in Instructor/Unqualified Teacher contracts, clause 16 in School Business Manager contracts, clause 16 in Support Staff contracts and clause 15 in Lay Chaplain contracts | Enter place where policies can be accessed. |
| Periods of Notice and Termination of Contract | Clause 17 in Senior Leadership Groups 1 & 2 and Senior Executive Leader contracts, clause 17 in Lead Practitioner contracts, clause 16 In Teacher contracts, clause 16 in Instructor/Unqualified Teacher contracts, clause 17 in School Business Manager contracts, clause 17 in Support Staff contracts and clause 16 in Lay Chaplain contracts | Delete the alternative clauses 16.1 or 17.1 that do not apply (leaving just the relevant clause 16.1 or 17.1). Which clause remains will depend on whether it is a permanent, fixed-term, or temporary contract.  For Lay Chaplains only delete whichever of the Burgundy Book or the Green Book that do not apply. |
| Health & Safety | Clause 18 in Senior Leadership Groups 1 & 2 contracts, clause 19 in Senior Executive Leader contracts, clause 18 in Lead Practitioner contracts, clause 17 in Teacher contracts, clause 17 in Instructor/Unqualified Teacher contracts, clause 18 in School Business Manager contracts, clause 17 in Support Staff contracts and clause 16 in Lay Chaplain contracts | Enter place where policy can be accessed. |
| Safeguarding and Child Protection | Clause 19 in Senior Leadership Groups 1&2 contracts, clause 20 in Senior Executive Leader contracts, clause 19 in School Business Manager contracts, clause 19 in Lead Practitioner contracts, clause 19 in Support Staff contracts, clause 18 in Lay Chaplain contracts, clause 18 in Teacher contracts and clause 18 in Instructor/Unqualified Teacher contracts | Insert details of location of the Governing Body’s/Academy Trust Company’s Safeguarding Policy and Procedure.  If the employee is to take on the role of Designated Safeguarding Lead as part of their contractual obligation, select the appropriate paragraph. Otherwise this paragraph should be deleted.  Insert details of the location of the Governing Body’s/Academy Trust Company’s Disqualification policy if this is relevant. If it is not relevant delete this sentence. |
| Interpretation | Clause 20 Lay Chaplain contracts only | Remove reference to Burgundy Book and/or Green Book if not required. |
| Commencement of Post | Clause 22 in Senior Leadership Groups 1 & 2 contracts, clause 23 in Senior Executive Leader contracts, clause 22 in Lead Practitioner contracts, clause 22 in School Business Manager contracts, clause 21 Lay Chaplain contracts, clause 21 in Teacher contracts, clause 21 in Instructor/Unqualified Teacher contracts | Insert details of where to access the Governing Body’s/Academy Trust Company’s Safer Recruitment Policy and Procedure. |
| Training | Clause 23 in Senior Leadership Groups 1 & 2 contracts, clause 24 in Senior Executive Leader contracts, clause 23 in Lead Practitioner contracts, clause 23 in School Business Manager contracts, clause 22 in Lay Chaplain contracts, clause 22 in Teacher contracts, clause 22 in Instructor/Unqualified Teacher contracts | Insert details of any specific training requirements and/or where such training requirements can be found.  It should be made clear when setting out the specific training requirements whether it is training which is to be paid for by the employee. |
| Signature Clause | Same for all contracts | Enter day, month and year that the contract is being made/signed.  Enter Employee’s name. |
| Appendix 1 & 2 | Same for all contracts | 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. |

3.5 The below table outlines the changes which need to be made in the ad-hoc/casual worker contract all of which are highlighted in yellow in the contract:

|  |  |
| --- | --- |
| **Relevant Page/Clause Name** | **Instructions** |
| First page | Delete all highlighted text on this page upon completion of contract. |
| Second page | Insert name and address of worker.  Insert date.  Insert name of worker.  Insert name of School/Academy Trust Company.  Insert the role (i.e. supply teacher).  Insert date of first assignment.  Insert additional details and further information. If none are available delete this section. |
| Third page | Insert details regarding notification of availability of work.  Insert contact details for acceptance of assignments.  Insert details as to the type of work and duties and specify whether the worker is a supply teacher or exam invigilator.  Insert name of line manager (the person the worker is to report to). |
| Fourth page | Insert details of hours of work delete the provision not relevant (fixed or varied hours).  Specify whether the lunch break will be paid or unpaid and if so after how many hours work will it be paid.  Insert pay details.  Specify whether pension contributions under auto-enrolment will be made. If not delete this section.  Insert pension provisions following receipt of appropriate professional advice and delete the guidance on seeking appropriate advice.  Review holiday pay provision and seek appropriate professional advice as to whether the wording is appropriate in the circumstances.  Delete the guidance on holiday pay calculations. |
| Fifth page | Insert contact details (including name and contact number) for notification of sickness absence.  Insert location of rules and procedures.  Insert location of safeguarding policy.  Insert location of Health and Safety policy. |
| Sixth page | Insert details of any training required and delete the guidance on training.  Insert details of who to notify in the event of termination.  Insert location of disciplinary policy. |
| Seventh page | Insert name of sender.  Insert worker’s name. |

**ADDITIONAL GUIDANCE IN RELATION TO THE CES MODEL CONTRACTS**

4.1 Most of the CES model contracts of employment incorporate nationally agreed terms and conditions of employment i.e. the School Teacher’s Pay and Conditions Document (STPCD)/Burgundy Book/Green Book in both schools and academies. This is the case even though academies are not required, in law, to employ staff under any prescribed terms and conditions and are free to negotiate terms that are different to the STPCD, Burgundy Book and Green Book.  The contracts therefore **can** be amended in terms of pay and conditions by academy trust companies to meet particular local circumstances. Furthermore, the contracts for Chaplains can be amended in terms of pay and conditions. However, in order to maintain uniformity across the country, academy trust companies that do not wish to employ staff on the same terms as schools **must** contact their diocese and seek approval of these changes before incorporating them into a contract.

4.2 Appendix 2 in the CES model contract of employment is there to include any additional terms and conditions not set out in the body of the contract for example “collective agreements” or other optional contract clauses. This allows a contract to reflect the local needs as identified by the employer. As already noted, all additional terms and conditions require the consent of the diocese.

4.3 For example, in terms of collective agreements, an employer may have an agreement with employee representatives (trade unions or staff associations) that allows negotiation of terms and conditions like pay or working hours. This is called a collective agreement. The terms of the agreement could include how negotiations will be organised; who will represent employees; which employees are covered by the agreement and which terms and conditions the agreement will cover.

4.4 Schools and academies are also advised to seek assistance from their human resources provider and/or seek independent legal advice to ensure that the contract is tailored appropriately for the particular role.

4.5 Where a school or academy is jointly run by the Catholic Church and the Church of England (or a school is jointly run by the Catholic Church and the Church in Wales), the CES has developed employment contracts wholly based upon the CES model contracts but with small and important amendments that have been made and agreed between the CES and the Church of England Education Office. Should such contracts be required please contact the appropriate education officer at your diocese.

4.6 Both “The Green Book” and “The Burgundy Book” are referred to in CES model contracts. An explanation of what they both are is provided below.

4.7 The “Green Book” is the National Agreement on Pay and Conditions of Service applicable to local government employees. Essentially, it sets out the nationally agreed terms and conditions of employment of local government employees. There are other local agreements in place in certain parts of the country.

4.8 In Catholic voluntary aided schools the employer is the governing body and not the local authority as it is in community schools. Therefore, Catholic voluntary aided schools are not required to employ support staff on national terms and conditions i.e. the Green Book. Nevertheless, the CES has encouraged Catholic voluntary aided schools to employ support staff on the nationally agreed terms and conditions contained in the Green Book, including in relation to pay. As such, the model contracts have been drafted to incorporate Green Book terms and conditions as standard.

4.9 The “Burgundy Book” is the Conditions of Service for School Teachers in England and Wales and represents the national agreement between the six teacher organisations (unions) and the local authorities. The current revised edition was published in August 2000. It sets out nationally agreed terms and conditions of employment for teachers in addition to those in the School Teachers’ Pay and Conditions Document (STPCD) which is updated annually.

4.10 As stated above, in Catholic voluntary aided schools the employer is the governing body and not the local authority as it is in community schools. Therefore, Catholic voluntary aided schools are not required to employ teachers on the national terms and conditions contained in the Burgundy Book. Nevertheless, the CES has encouraged Catholic voluntary aided schools to include the appropriate sections of the Burgundy Book in their terms and conditions for teachers. As such, the model contracts have been drafted to incorporate the appropriate sections of the Burgundy Book terms and conditions as standard.

**Users are advised to check the final contract before printing and signing to ensure that the**

**model contract has been adapted as far as is possible to meet the school’s/academy trust company’s requirements, that appropriate advice has been taken where necessary, that all relevant clauses are included in the contract and that all amendments and additions have been approved by the diocese.**

**Please ensure that all contracts are executed by appropriately authorised signatories on behalf either of the Governing Body or the Academy Trust Company as employers.**