

**MODEL CONTRACT OF EMPLOYMENT**

**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**

**FOR THE**

**SENIOR EXECUTIVE LEADER**

**IN A CATHOLIC MULTI-ACADEMY TRUST COMPANY**

**[THIS MODEL CONTRACT SHOULD BE ADAPTED ACCORDING TO THE SPECIFIC APPOINTMENT. YOU SHOULD TAKE APPROPRIATE INDEPENDENT LEGAL ADVICE AS TO THE SUITABILITY OF YOUR ADAPTED VERSION OF THIS CONTRACT PRIOR TO ISSUE. THE CATHOLIC EDUCATION SERVICE ACCEPTS NO LIABILITY FOR THE LEGAL ACCURACY OF ADAPTED VERSIONS OF THIS CONTRACT. please review and amend all wording highlighted in yellow as appropriate and ensure that clauses are re-numbered if any clauses are removed. PLEASE CHECK PARAGRAPH CROSS REFERENCING REMAINS ACCURATE IF YOU RENUMBER THE PARAGRAPHS OF THIS DOCUMENT.]**

**Note to users: from 6 April 2020 workers as well as employees have a right to a written statement of particulars. Such statement must be provided from day one of employment for all employees and workers employed from 6 April 2020. This contract contains the relevant written particulars for employees taking into account the legislative changes coming into force on 6 April 2020 but where you are engaging a worker this contract of employment should not be used. Please refer to the CES model ad hoc contract which contains the relevant written particulars for workers.**

**Please ensure that all employees and workers are provided with an appropriate contract including the required written statement before or on the first day of employment / engagement.**

THIS AGREEMENT IS A CONTRACT
OF EMPLOYMENT BETWEEN

**(1) ENTER MULTI-ACADEMY TRUST COMPANY NAME HERE**

(“THE ACADEMY TRUST COMPANY”)

**A CATHOLIC VOLUNTARY MULTI-ACADEMY TRUST COMPANY IN THE DIOCESE OF**

**ENTER DIOCESE NAME HERE**

**HAVING ITS REGISTERED OFFICE AT**

**ENTER REGISTERED OFFICE ADDRESS OF MULTI-ACADEMY TRUST COMPANY HERE**

**AND**

1. **ENTER EMPLOYEE'S NAME HERE**

Of

**ENTER EMPLOYEE'S ADDRESS HERE**

(“YOU”)

**FOR SERVICE AS THE**

**SENIOR EXECUTIVE LEADER**

**PREAMBLE**

This Statement of Written Particulars contains the terms of Your employment and is given to You in accordance with Section 1 of the Employment Rights Act 1996 by your employer, the Academy Trust Company in connection with Your employment. It should be read in conjunction with the Academy Trust Company’s Staff Handbook, disciplinary, grievance and capability policies and any other policies and procedures the Academy Trust Company operates from time to time. This Statement, together with any such policies and procedures which the Academy Trust Company stipulates as expressly contractual in nature, constitute Your contract of employment with the Academy Trust Company.

**1 THE POST**

You are appointed by the Academy Trust Company to serve as the Senior Executive Leader (“the Post”). Your job description will be provided to You by the Academy Trust Company and may be attached to this contract at Appendix 1. Your job description may from time to time be amended by the Academy Trust Company in consultation with You and, in addition to the duties set out in Your job description, You may from time to time be required to undertake reasonable additional or other duties as necessary to meet the needs of the Academy Trust Company. The nature of any such additional or other duties will be discussed with You. The terms and conditions of Your employment set out in this contract may be subject to periodical review in consultation with You.

**2 COMMENCEMENT OF CONTRACT**

2.1 The Post commences on **ENTER DATE HERE**.

2.2 Your continuous service under the Employment Acts will usually be calculated from the date You started working at the Academy Trust Company unless Your employment with a previous governing body of a voluntary aided or foundation school or Your employment with a previous academy, or Local Authority, counts as continuous service under the Employment Acts.

2.3 For determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with Your service at the Academy Trust Company 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 2015 (as amended) as appropriate.

**3 DURATION OF CONTRACT**

3.1 The Post is a permanent full time post.

3.1 The Post is a permanent part time post.

3.1 The Post is temporary due to **[ENTER REASON FOR TEMPORARY CONTRACT HERE]** and is expected to last for up to **[NUMBER OF WEEKS/MONTHS]**, unless ended earlier in accordance with clause 17.1 of this contract.

 3.1 The Post is a temporary due to **[ENTER REASON FOR TEMPORARY CONTRACT HERE]** and is expected to last for up to **[NUMBER OF WEEKS/MONTHS]**, unless ended earlier in accordance with clause 17.1 of this contract. Unless ended earlier in accordance with clause 17.1 this contract will expire on the happening of **[ENTER EVENT]**.

3.1 The Post is fixed term due to **[ENTER REASON FOR FIXED TERM CONTRACT HERE]**, and will end on **[INSERT DATE HERE]** unless ended earlier in accordance with clause 17.1 of this contract.

**3.2 INSERT ANY OTHER DETAILS/DESCRIPTION PARTICULAR TO "DURATION OF CONTRACT". IF THERE ARE NO ADDITIONAL DETAILS, PLEASE DELETE THIS SUB-CLAUSE IN ITS ENTIRETY.**

3.3 **IT IS NOT COMPULSORY TO HAVE A PROBATIONARY PERIOD BUT IF YOU DO HAVE ONE THE DETAIL MUST BE SET OUT IN THE CONTRACT. THIS PROVISION IS OPTIONAL AND SHOULD BE REMOVED IF NOT REQUIRED.** **PLEASE TAKE LEGAL AND/OR HR ADVICE BEFORE USING THIS PROVISION PARTICULARLY IN RELATION TO THE INTERACTION WITH THE CONTINUOUS EMPLOYMENT PROVISIONS.** The first **[INSERT PERIOD OF TIME]** of Your employment will be a probationary period, during which Your performance will be monitored. The probationary period may be extended by the Academy Trust Company on providing You with written reasons for such extension. During the probationary period Your employment may be terminated by either party giving notice of one week to the other in writing.  **[IF THERE ARE ANY PARTICULAR CONDITIONS ATTACHED TO THE PROBATIONARY PERIOD OR IF THERE IS A PROBATION POLICY THESE/THIS SHOULD BE INSERTED/LINKED TO HERE].**

**4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

4.1 You are employed by the Academy Trust Company under the immediate directions of the Board to carry out Your role in accordance with:

4.1 (a) the provisions of the Education Acts and any associated regulations;

4.1 (b) the Funding Agreement and the Memorandum and Articles of Association of the Academy Trust Company;

4.1 (c) Canon Law in relation to the governance and Catholic character of the Academy Trust Company;

4.1 (d) the conditions of employment prescribed in the School Teachers’ Pay and Conditions Document (“STPCD”) from time to time in force, and the National Workload Agreement, where applicable;

4.1 (e) any policies, procedures, regulations or rules of the Academy Trust Company;

and, to the extent that they are compatible with 4.1(a) to 4.1(e) above:

4.1 (f) [the Burgundy Book]; and

4.1 (g) any local collective agreements recognised by the Academy Trust Company (which are listed at Appendix 2).

4.2 You are:

4.2 (a) expected to be conscientious and loyal to the aims and objectives of the Academy

Trust Company;

4.2 (b) required to preserve and develop the Catholic character of the Academy Trust Company;

4.2 (c) to have regard to the Catholic character of the Academy Trust Company and not to do anything in any way detrimental or prejudicial to the interests of the same.

4.3 Where You wish to take part in any outside activity which may, in the reasonable opinion of the Academy Trust Company, interfere with the efficient discharge of Your duties under this contract, You are required to obtain the prior written consent of the Academy Trust Company, such consent not to be unreasonably withheld. ‘Outside activity’ includes, but is not limited to, direct or indirect involvement even where You receive no remuneration for Your involvement; being an employee or worker of (at whatever level of authority/responsibility) or a consultant to a business; and having any financial or other interest in a business even if this does not involve active participation in the business. For the avoidance of doubt, references to a business in this clause 4.3 also include schools and other establishments providing education.

**5 CONDITIONS OF EMPLOYMENT OF SENIOR EXECUTIVE LEADER**

5.1 You are required to perform the duties of the Senior Executive Leader in accordance with Your job description and the directions of the Board. Such duties may include, but are not limited to, the following key areas:

5.1 (a) Preservation and development of the Catholic character of the Academy Trust Company;

5.1 (b) Strategy leadership, development and implementation;

5.1 (c) Effective Governance

5.1 (d) Data management;

5.1 (e) HR and staffing;

5.1 (f) Day to day management of the Academy Trust Company;

5.1 (g) Development of educational strategy and oversight of educational provision;

5.1 (h) Quality assurance.

5.2 In carrying out Your duties, You shall:

5.2 (a) cooperate with the Diocesan Bishop;

5.2 (b) Liaise and cooperate with officers of the Diocesan Education Service, making such reports to the Diocesan Education Service and the Trustees in connection with the discharge of Your functions as they may properly require, either on a regular basis or from time to time;

5.2 (c) Consult, where appropriate, with the Diocesan Bishop, the Board, any local governing bodies of academies within the Academy Trust Company and the staff employed by the Academy Trust Company.

5.3 You shall participate in the selection and appointment of the senior teaching and non-teaching staff employed by the Academy Trust Company, subject to the advice of the Diocesan Bishop as appropriate and as agreed with the Board.

5.4 You will keep the Board promptly and fully informed (in writing if requested) of Your conduct in the performance of Your duties, and of any matters which may come to Your notice and which may prejudice or otherwise affect the Academy Trust Company’s Catholic character, interests and reputation including the activities or planned activities of any other person, company or organisation (including You).

**6 PLACE OF WORK**

Your normal place of work is at  **ENTER PLACE HERE**, or at any premises used from time to time by the Academy Trust Company, unless Your duties take You elsewhere. The Academy Trust Company reserves the right to require You to work at such other place or places as it may reasonably require from time to time subject to the provision of reasonable notice. You will not usually be required to work outside of the United Kingdom.

**7 SALARY**

7.1 Your salary is determined [in accordance with the statutory provisions in the STPCD] [at the discretion of the Board].

7.2 Your salary is [ **£ ENTER ANNUAL SALARY HERE**] [inclusive of X days holiday pay/exclusive of X days holiday pay] per annum [as per the Leadership England 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 will be reviewed annually.

7.3 You will also receive the following:

7.3(a) reimbursement of reasonable expenses which You incur wholly, necessarily and exclusively in the proper performance of Your duties (in accordance with the Academy Trust Company’s expenses claim policy). Such expenses must be properly evidenced in accordance with such policy from time to time in force;

**7.3.(b) LIST ADDITIONAL ALLOWANCES OR BENEFITS (I.E. ANYTHING IN ADDITION TO REMUNERATION AND PAID LEAVE) AS APPROPRIATE AND ANY CORRESPONDING POLICIES - DELETE THIS CLAUSE IF NOT RELEVANT.**

7.4 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. You will be able to view Your payslip **[INSERT DETAILS HERE]**. Printed payslips will only be available in exceptional circumstances or where You have an accessibility issue due to a disability.

7.5 You agree that the Academy Trust Company may deduct from any salary or other payment due to You any amount owed by You to the Academy Trust Company, 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. Repayment of any amount owed by You to the Academy Trust Company may, subject to the agreement of the Board, be made in instalments that are affordable to You.

**8 HOURS OF WORK**

8.1 You are required to be available for work at all times when the Academy Trust Company is open and at such other times as the Academy Trust Company may reasonably direct subject to the provisions of the Working Time Regulations 1998 (as amended). In addition, You are required to work such hours as are necessary to enable You to discharge Your professional duties effectively. You are entitled to a break of reasonable length in the course of each Academy Day. You are entitled to enjoy a reasonable work/life balance. **[DELETE THIS CLAUSE IF THE CONTRACT IS A PART TIME CONTRACT]**.

8.1 **FOR PART TIME CONTRACTS ONLY – DELETE WHERE NOT APPROPRIATE**. You are employed on a part time basis. Your hours of work are **[ENTER DAYS OF WEEK AND START AND FINISH TIME]**. In addition, You are required to work such hours as are necessary to enable You to discharge Your professional duties effectively. As a part time employee Your hours and days of work may need to be varied from one academic year to the next. If such variations are necessary they will be discussed with You at the earliest opportunity so that Your views can be taken into account. The operational needs of the Academy Trust Company will however always be paramount. You are entitled to a break of reasonable length during the course of each Academy Day. You are entitled to enjoy a reasonable work/life balance.

8.2 Time spent travelling to and from Your place of work shall not count as working time.

**9 HOLIDAYS AND LEAVE OF ABSENCE**

9.1 Holidays should normally be taken during periods of Academy Trust Company closure and public holidays, details of which will be notified to You by the Academy Trust Company from time to time. Current information relating to closure and in-service training days is available from the Academy Trust Company.

9.2 You will be paid Your full salary during closure periods unless You are in receipt of less than full salary arising from the application of the sick pay scheme, maternity or paternity pay/allowance, shared parental leave scheme, or for some other reason specified in writing to You.

9.3 The Board, or in the 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 Board on compassionate or other grounds.

9.4 You are entitled to Your statutory rights in relation to parental leave and time off for dependents.

**10 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 Academy Trust Company’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, if appropriate. Notification of sickness absence must be made in accordance with the Academy Trust Company’s Sickness Absence Policy. Failure to follow the reporting procedures contained in the Academy Trust Company’s Sickness Absence Policy could result in action being taken against You under the Academy Trust Company’s Disciplinary Policy and/or could result in loss of pay.

**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 law] [in the Employment Acts and/or agreed locally, where ratified by the Academy Trust Company].

**12 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, as may be appropriate.

**13 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 current governing law. This enables You, in effect, to share Your leave with another qualifying partner subject to compliance with the required notification procedure.

**14 PENSIONS AND PENSION SCHEME**

14.1 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 Teachers' Pension Scheme ("TPS") or other appropriate pension scheme] [an appropriate pension scheme].

14.2 You may, at any time in the course of Your employment, opt out of [the TPS or other appropriate pension scheme] [an appropriate pension scheme] and make alternative arrangements. Notice to do so should be given in accordance with the Academy Trust Company's Pension Policy.  **[DELETE IF NO SUCH POLICY].**

**15 TRADE UNION MEMBERSHIP**

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

**16 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES**

16.1 The Academy Trust Company’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.** The Disciplinary Policy and Procedure provides examples of the types of conduct which are unacceptable and which could lead to disciplinary action being taken against You.

16.2 The Academy Trust Company’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.**

16.3 The Academy Trust Company’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 Academy Trust Company, or otherwise, and You can access a copy  **ENTER PLACE.**

16.4 The Academy Trust Company 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. The terms of such policies, procedures, regulations and/or rules do not form part of Your terms and conditions unless they are expressly stated as such.

16.5 The Disciplinary, Grievance and Capability Policies all provide detailed procedures to be followed and state to whom You can apply if You are dissatisfied with any decisions made.

**17 PERIODS OF NOTICE AND TERMINATION OF CONTRACT**

17.1 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 [six] months’ written notice.

17.1 In the case of a fixed-term contract Your employment will terminate automatically on the date specified in clause 3.1, unless Your employment is terminated by the Academy Trust Company by giving to You not less than the minimum period of notice required by law.

17.1 In the case of a temporary contract for an indefinite period, Your employment terminates automatically on the Academy Day preceding the happening of the event specified in clause 3.1, unless Your employment is terminated by the Academy Trust Company by giving to You not less than the minimum period of notice required by law.

17.2 It shall be sufficient that any notice given by the Academy Trust Company under this clause 17 shall be signed by the Chair or the Clerk on its behalf.

17.3 Any notice given by the Academy Trust Company under this clause 17 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 17 may be served by delivering it to the Chair or Clerk by hand or by sending it in a prepaid letter to such Chair or Clerk care of the Academy Trust Company.

17.4 In the event that Your employment is terminated by either party on giving the required notice under this clause 17, the Academy Trust Company reserves the right to require You not to attend work during the notice period. In such a case You will be placed on “garden leave” but You will remain employed by the Academy Trust Company and so bound by the terms of this contract of employment until the notice of termination of employment expires. You will keep the Academy Trust Company informed of Your whereabouts (except during periods taken as holiday) so as to be available to attend the Academy Trust Company’s premises or carry out any duties as required. You will take any accrued but unused holiday entitlement during any period of garden leave.

17.5 Where notice has been given by either party under this clause 17 the Academy Trust Company reserves the right to terminate Your employment with immediate effect by giving to You the salary and any other benefits You would have received during the unexpired period of notice.

17.6 The periods of notice specified in this clause 17 do not apply in the case of summary dismissal for gross misconduct and the Academy Trust Company hereby reserves the right in such a case to dismiss You without notice.

17.7 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions.

17.8 On the termination of Your employment for whatever reason, You will promptly:

(a) resign without claim for compensation from all offices held by You in the Academy Trust Company and associated academies (but without prejudice to any claim that may arise or may have arisen by reason of the termination of Your employment);

(b) deliver up to the Academy Trust Company’s registered office all notes, memoranda, records and other writings including those recorded on electromagnetic media made by You in the course of Your employment and any copies of them (in whatever form) and any documents or other records prepared from such notes, memoranda, records and other writings or information contained in them, as well as all equipment and property belonging to the Academy Trust Company which may be in Your possession or control;

(c) deliver up to the Academy Trust Company any computer password and any other information necessary to enable access to be obtained to data held on any computer or similar device used by You in the course of Your employment.

17.9 Following the termination of Your employment for whatever reason You will not represent Yourself, or permit Yourself to be held out, as being in any way connected with or interested in the business of the Academy Trust Company.

**18 POST-TERMINATION RESTRICTIONS**

18.1 Following the termination of Your employment You shall not, without the prior written consent of the Academy Trust Company, either alone or jointly with or on behalf of another for a period of [six] months commencing with the date of termination of Your employment, seek to solicit or entice away from the Academy Trust Company or to employ any staff who is/are employed by the Academy Trust Company in a senior and/or executive position or who were so employed during the period of 12 months prior to the termination of Your employment.

18.2 You agree to draw this clause 18 to the attention of any future or prospective employer who employs or agrees to employ You during the currency of the restriction in clause 18.1.

18.3 The duration of the restrictions in clause 18.1 and 18.2 will be reduced by any period of time that you have spent on garden leave immediately prior to the termination of Your employment.

18.4 You acknowledge and agree that the restrictions contained in this clause 18 are necessary in order to protect the legitimate interests of the Academy Trust Company.

**19 HEALTH & SAFETY**

You will familiarise Yourself with and ensure compliance with the Academy Trust Company’s policy on Health and Safety at Work from time to time in force, a copy of which can be accessed **ENTER PLACE HERE**.

**20 safeguarding and child protection**

20.1 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 Academy Trust Company’s Safeguarding Policy and Procedure from time to time updated which can be accessed **[ENTER PLACE HERE]**.

20.2You are required to inform the Board 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.

20.3Disclosure of a criminal conviction will not necessarily debar You from employment with the Academy Trust Company 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. You will familiarise Yourself with the Academy Trust Company’s Disqualification Policy from time to time updated which can be accessed **[ENTER PLACE HERE]. [DELETE IF NOT RELEVANT]**.

**21 CONFIDENTIALITY**

21.1Without prejudice to the Academy Trust Company’s Whistle-Blowing Policy, where applicable, You may not during, or following termination of Your employment disclose to anyone other than in the proper course of your employment, or if required to do so by law, any information of a confidential nature relating to the Academy Trust Company and/or any of its Academies. Breach of this clause 21.1 during Your employment may be treated as gross misconduct warranting summary dismissal.

21.2 The exception to clause 21.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 21.1.

**22 INTERPRETATION**

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

22.1 ‘Academy Day’ means a day on which the academies which are under the control of the Academy Trust Company are generally open and children are in attendance, including INSET days.

22.2 ‘Board’ means the board of directors of the Academy Trust Company as constituted from time to time.

22.3 ‘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.

22.4 ‘Canon Law’ means the Canon Law of the Catholic Church from time to time in force.

22.5 ‘Catholic’ means in full communion with the See of Rome.

22.6 ‘Chair’ means the Chair of the Board appointed from time to time.

22.7 ‘Clerk’ means the Clerk of the Board appointed from time to time.

22.8 ‘Diocese’ means the diocese in which the Academy Trust Company is situated as set out at the beginning of this contract.

22.9 ‘Diocesan Bishop’ means the Bishop of the Diocese in which the Academy is situated (as defined in Canon Law) and includes any person exercising Ordinary jurisdiction in his name or any person delegated by him including officers of the Diocesan Education Service.

22.10 ‘Diocesan Education Service’ means the education service provided by the Diocese which may also be known, or referred to, as the Diocesan Schools Commission.

22.11 ‘Employment Acts’ includes, but is not limited to, the Employment Rights Act 1996.

22.12 ‘The Education Acts’ has the same meaning as in Section 578 of the Education Act 1996 (as amended).

22.13 ‘The Funding Agreement’ means the agreement signed by the Academy Trust Company and the Secretary of State for Education on incorporation of the Academy Trust Company.

22.14 ‘The 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 Academy is situated.

22.15 ‘The National Workload Agreement’ means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.

21.16 ‘Trustees’ mean the Diocese or the religious order which owns the land on which the Academy is situated.

22.17 ‘The School Teachers’ Pay and Conditions Document’ (also referred to as STPCD) means 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 Your statutory conditions of employment, the terms of the STPCD will prevail.

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

22.19 The Academy Trust Company must ensure that any relevant entitlements under the Burgundy Book and/or the Green Book are operated in accordance with any current minimum statutory requirements.

**23 COMMENCEMENT OF POST**

23.1 This 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 (Independent Schools Standards) (England) Regulations 2014.

23.2 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 academies; (b) as a result of a condition specified by the Academy Trust Company; or (c) in order to comply with the Regulations referred to at 23.1 above.

23.3 This contract is subject to You having a legal right to work in the UK of which You are required to provide acceptable documentary evidence in accordance with the provisions of the Immigration, Asylum and Nationality Act 2006. If the Academy Trust Company cannot verify that You have a right to work in the UK this contract will not take effect. Should the Academy Trust Company become aware that You do not have a legal right to work in the UK, or should Your legal right to work in the UK expire during the course of Your employment, Your contract of employment will be terminated with immediate effect.

23.4 The Academy Trust Company operates a safer recruitment policy and procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the Academy Trust Company remains compliant with legal and regulatory requirements. Your appointment to the Post is subject to You obtaining clearance in our vetting processes. A copy of the Academy Trust Company’s Safer Recruitment Policy and Procedure is available **[HERE]**.

23.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

**24 TRAINING**

Pursuant to the Employment Acts You are entitled to a statement setting out details of any training entitlement provided by the Academy Trust Company, any part of that training entitlement which the Academy Trust Company requires You to complete and any other training which the Academy Trust Company requires You to complete and which the Academy Trust Company will not bear the cost of. The Academy Trust Company will provide these details in a separate letter or in accordance with the Academy Trust Company’s training policy (if applicable). For the avoidance of doubt, such letter and/or training policy will not form part of Your terms and conditions. **[IF THERE ARE SPEFCIFIC TRAINING REQUIREMENTS PLEASE REFER TO THEM HERE AND/OR PROVIDE DETAILS OF WHERE THE RELEVANT INFORMATION CAN BE FOUND]**.

This Contract is made this **ENTER DAY of MONTH of YEAR**

Between

The Academy Trust Company as the Employer

And

**ENTER EMPLOYEE'S NAME HERE**

Signed by Chair/Clerk (on behalf of the Academy Trust Company):..............................................................

Signed by the Employee:.....................................................................

**Appendix 1**

**ATTACH/LIST JOB DESCRIPTION HERE. IN THE EVENT THAT IT IS NOT TO BE ATTACHED/LISTED, PLEASE STATE HERE WHERE THE EMPLOYEE CAN ACCESS A COPY OF IT.**

**Appendix 2**

**ATTACH/LIST COLLECTIVE AGREEMENTS RELEVANT TO EMPLOYEE HERE. WHERE SUCH AGREEMENT(S) ARE NOT TO BE ATTACHED/LISTED, PLEASE HERE STATE WHERE THE EMPLOYEE CAN ACCESS A COPY/COPIES OF SUCH COLLECTIVE AGREEMENTS.**

**PLEASE ALSO REVIEW THE ADDITIONAL CONTRACT CLAUSES AVAILABLE ON THE CES WEBSITE AND INCLUDE IF NECESSARY.**