



## **CES School Model Contracts of Employment Optional Contract Clauses**

The CES produces model contracts of employment for the various roles within both Catholic schools and academies in order to ensure that the Bishops' objective at Catholic schools to fulfil their responsibilities to preserve and develop the Catholic character of the school is met.

These model contracts of employment are available on the CES website and can be adapted for use, subject to approval from your Diocese and from the CES. For example, in some cases, where a school is recruiting for a post, the post may include additional contractual requirements for the post holder that may not be set out in the model contract. The particular contract may therefore need to reflect these additional contractual requirements.

We set out below optional clauses together with an explanation for the basic premise of those clauses for inclusion by schools and academies if such clauses are deemed relevant, necessary and/or useful.

These optional clauses do not form part of the CES model contract of employment, and if used, would be added in Appendix 2. Schools should follow an appropriate consultation process and seek legal and/or HR advice should any of these optional clauses be added. Approval would also need to be sought from your diocese and from the CES in terms of any significant departures from the suggested wording. As they are model clauses, they may need to be tailored to the requirements of the particular role and we have highlighted sections in yellow and green below to advise as follows:

***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.

*For example: As the CES provides model contracts for both schools and for academies, and you will need to choose the appropriate terminology of "Governing Body" (for voluntary aided Catholic schools) or "the Board" (representing either the Academy Trust Company and/or its Governing Body/Board of Directors/ /Local Governing Bodies) if necessary.*

***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.

**\*Additional Optional Clauses Overleaf\***

## WORDING OF ADDITIONAL OPTIONAL CLAUSES

Please ensure that your school or academy follows an appropriate consultation process and seeks legal and/or HR advice should any of the optional contractual clauses be necessary to add to the CES model contracts of employment in Appendix 2. Please also ensure that you seek approval from your diocese and from the CES in terms of any significant departures from the suggested wording.

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### PROBATIONARY PERIOD

The first [length of probationary period in months] of Your employment will be a probationary period, during which Your performance will be monitored. The probationary period may be extended by [the Governing Body/the Board]. During the probationary period Your employment may be terminated by either party giving the statutory notice period of one week to the other in writing.

#### Explanatory note

*The CES model contracts of employment by design do not include any reference to a probationary period. Should you wish to include a probationary period clause it will be important for the Governing Body/Board to determine whether the employee could be continuously employed from a previous role (and therefore a probationary period may not be applicable).*

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### MEDIA AND PUBLICITY

1. You shall not communicate to the public, press, television or any outside agency the contents of any documents relating to the authority or the proceedings of any [Governing Body/Board] or staff meeting unless required by law or otherwise authorised by [the Governing Body/the Board] in writing. Any unauthorised, communication of this nature by You may be a breach of Your contract and may be subject to disciplinary action.
2. You may not undertake any publicity or place an advertisement referring to the School or to your diocese without the prior written agreement of [the Governing Body/the Board]

#### Explanatory note

*Although it may be possible to deal with issues surrounding media and publicity through school policies, an express contractual provision may be considered desirable in order to alert employees to the importance and severity of implications of communicating with media and publicity.*

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### INVENTIONS

All patents, trademarks and other rights in any invention, device or concept (or any novel, improvement or modification of an existing invention, device or concept) created or developed by You during Your employment or created up to one year after termination of Your employment arising from or related to Your work during Your employment shall belong to [the

Governing Body/the Board] subject only to any rights which may be acquired by You under the Patents Act 1977 or any statutory modifications thereof.

Explanatory note

*The Governing Body may wish to consider protecting any rights in, for example, any invention, device or concept created during the employee's employment ((this may be particularly relevant with teachers who may work in departments such as IT; Science; Technology and Design etc.).*

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**COPYRIGHT**

All copyright or other proprietary rights in all work produced by you during the course of Your employment shall vest solely in [the Governing Body/the Board].

Explanatory note

*The Governing Body may wish to consider protecting any rights vesting in, for example, any work produced during the employee's employment (this may be particularly relevant with teachers).*

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**PENSIONS**

You will be contractually enrolled as a member of the Teachers' Pension Scheme from the start of Your employment.

Explanatory note

*CES model contract employment provides an explanation of pension rights and the focus within the contract is in relation to auto-enrolment legislative provisions. Automatic enrolment **is one of the key employer duties**. There is no express mention of contractual entitlement as that is effective from the start of employment but if an express provision is agreed with the employee, this clause may assist.*

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**Please ensure that your school or academy follows an appropriate consultation process and seeks legal and/or HR advice should any of the optional contractual clauses be necessary to add to the CES model contracts of employment in Appendix 2. Please also ensure that you seek approval from your diocese and from the CES in terms of any significant departures from the suggested wording.**