



## **Diocese of Brentwood**

### **ST HELEN'S CATHOLIC PRIMARY SCHOOL**

**NORTH ROAD, WESTCLIFF-ON-SEA, ESSEX, SS0 7AY**

**RESPECT YOURSELF  
RESPECT EVERYONE IN OUR SCHOOL COMMUNITY  
RESPECT EVERYONE IN OUR LOCAL COMMUNITY  
RESPECT EVERYONE IN OUR GLOBAL COMMUNITY  
BUT MOST OF ALL, RESPECT GOD OUR FATHER IN HEAVEN**  
(Written by the pupils)

## **APPLICATION PACK**

### **HEADTEACHER**

**Required for September 2024**



20<sup>th</sup> November 2023

Dear Applicant,

## St Helen's Catholic Primary School (N.O.R. 420) - Headteacher required for September 2024

**Closing Date:** 9am 2<sup>nd</sup> February 2024. **Shortlisting:** 8<sup>th</sup> February 2024. **Interviews:** 13<sup>th</sup> February 2024.

Thank you for your interest in this vacancy. This vacancy has arisen because our current Head Teacher has taken the decision to retire after 20 years in the post. This has created an exciting opportunity for an inspiring and creative leader to join our team at St Helen's Catholic Primary School.

We would like to refer you to the information and documentation in this Application Pack as well as the application forms for completion available on the following websites –[www.st-helens.southend.sch.uk](http://www.st-helens.southend.sch.uk) and [www.assiscatholictrust.com](http://www.assiscatholictrust.com).

The list of documents for review in this application pack are as follows:

1. Job Description (page 3);
2. Person Specification (page 8);
3. Brentwood Diocesan Education Service Guidance for Governors, Trustees and Senior Leaders (page 10);
4. Catholic Education Service Model Contract of Employment for Senior Leadership (page 13); and
5. Catholic Education Service Guidance Notes to Applicants (page 33).

The list of documents for completion and available on the vacancies page of the above-mentioned websites are as follows –

1. Application Form – Headteacher;
2. Applicant Declaration;
3. Rehabilitation of Offenders Act 1974 – Disclosure Form;
4. Consent to Obtain References Form; and
5. Recruitment Monitoring Form (optional).

Prospective candidates are warmly encouraged to visit the school and should contact Claire Fantini, HR Manager, at the Assisi Registered Office on 01702 344933 or email [recruitment@assiscatholictrust.com](mailto:recruitment@assiscatholictrust.com) to arrange a visit. All completed applications and any requests for further information must be emailed to email [recruitment@assiscatholictrust.com](mailto:recruitment@assiscatholictrust.com).

We look forward to receiving your application.



*Assisi Catholic Trust are committed to safeguarding and promoting the welfare of children, young people and vulnerable adults and expect all staff and volunteers to share this commitment. All posts are subject to pre-employment checks and Enhanced DBS clearance. References will be sought and an online search carried out on applicants as part of our due diligence.*

# JOB DESCRIPTION

**JOB DESCRIPTION:** PRIMARY HEADTEACHER

**Leadership Scale:** Group 3 L11 -24

**Responsible to:** Assisi Catholic Trust Board and the Local Governing Committee

As an employee of ACT, the Headteacher is required to carry out professional duties as detailed in this job description, and in Canon Law, the Trust Deed, Articles of Association and Memorandum of Understanding for academies.

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## 1. Introduction

- 1.1 This appointment is with the Trustees and governors of the school under the terms of the Catholic Education Service contract signed with the governors/trustees as employers. The governors will appoint a practising Catholic who, by personal example and professional leadership, will ensure that the Catholic ethos, rooted in the teachings of Jesus Christ and the Catholic Church, permeates all aspects of life in the school.
- 1.2 The appointment is subject to the current conditions of service for headteachers contained in the School Teachers' Pay and Conditions Document and other current education and employment legislation.
- 1.3 This job description may be amended at any time, following consultation between the Headteacher, Trustees and the Governors and will be reviewed annually.

## 2 Core Purpose of the Headteacher

- 2.1 To set the context, the core purpose of the headteacher is to provide professional leadership and management for a school. This will promote a secure foundation from which to achieve high standards in all areas of the school's work. To gain this success, a headteacher must establish high quality education by effectively managing teaching and learning and using personalised learning to realise the potential of all pupils. Headteachers must establish a culture that promotes excellence, equality and high expectations of all pupils.
- 2.2 The core purpose of the Headteacher is to ensure that:
  - the school is conducted as a Catholic school in accordance with the teachings of the Catholic Church and Canon Law, and in accordance with the Trust Deed of the Diocese of Brentwood;
  - religious education is in accordance with the teachings, doctrines, discipline and general and particular norms of the Catholic Church;
  - religious worship is in accordance with the rites, practices, discipline and liturgical norms of the Catholic Church;
  - the school provides high quality teaching and learning that leads to successful outcomes for pupils in terms of spiritual and moral growth, achievement, attitudes to learning, behaviour and personal development;
  - the school will promote and safeguard the welfare of all children, enabling every child, whatever their background or their circumstances, to have the support they need to: be

healthy; stay safe; enjoy and achieve; make a positive contribution; achieve economic well-being; recognise their own dignity and the dignity of others as children of God;

- all statutory requirements are met and the work of the school is effectively monitored, evaluated and reviewed.

### General Duties and Responsibilities

To carry out the duties of the Headteacher as set out in the current School Teachers' Pay and Conditions Document.

### Key Areas of Responsibility

<ul style="list-style-type: none"> <li>• <b>School culture</b></li> </ul> <p>The school's culture expressed in the strategic vision and development of a Catholic school, stems from the educational mission of the Church, which is reflected in the school's mission statement and school improvement plan.</p>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>o Create and maintain a distinctively Catholic ethos that is inclusive and applies Catholic values, attitudes and practices in all aspects of school life, recognising that life is lived explicitly and consciously in the presence of God. The ethos and strategic direction should be established and sustained in partnership with the governing board and through consultation with the school community.</li> <li>o Ensure there is planned worship, and appropriate liturgy in accordance with the rites, practices, discipline and liturgical norms of the Catholic Church.</li> <li>o The vision must reflect its distinctive Catholic character, in accordance with the provisions of the Diocesan Trust Deed, based on what it means to be fully human as revealed in the person, life and teachings of Jesus Christ.</li> <li>o Create a culture where pupils experience a positive and enriching school life.</li> <li>o Uphold ambitious educational standards of excellence which prepare pupils from all backgrounds for their next phase of education and life.</li> <li>o To work with and motivate others to ensure creativity, innovation, and quality, including in the use of appropriate new technology, to achieve excellence and nurture human wholeness.</li> <li>o Promote positive and respectful relationships across the school community and a safe, orderly and inclusive environment.</li> <li>o Build a school culture and curriculum, based on Gospel values and the teachings of Jesus Christ and the Catholic Church, which takes account of the richness and diversity of the school's communities.</li> <li>o Build a relationship with the local church and parish communities, seeing participation in the celebration of the Eucharist as a crucial point of reference and stability.</li> <li>o Ensure a culture of high staff professionalism.</li> </ul>
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<ul style="list-style-type: none"> <li>• <b>Teaching</b></li> </ul> <p>In a Catholic school, the search for excellence is expressed in learning and teaching, which responds to the needs and aspirations of its pupils and acknowledges their individual worth as children of God.</p>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Establish and sustain high-quality, expert teaching across all subjects and phases, built on an evidence-informed understanding of effective teaching and how pupils learn.</li> <li>○ Secure high quality religious education for all pupils in accordance with the doctrines and teachings of the Catholic Church.</li> <li>○ Ensure high quality Personal, Social and Health Education and Citizenship in accordance with the teachings and doctrines of the Catholic Church.</li> </ul>
	<ul style="list-style-type: none"> <li>○ Ensure high quality Relationship, Sex and Health Education in accordance with the teachings and doctrines of the Catholic Church.</li> <li>○ Ensuring quality provision for pupils' spiritual, moral, social and cultural education in line with the distinctive Catholic nature, purposes and aims of the school.</li> <li>○ Ensure teaching is supported by high levels of subject expertise.</li> <li>○ Ensure effective formative assessment.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Curriculum and assessment</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Ensure a broad, structured and coherent curriculum which sets out the knowledge, skills and values that will be taught.</li> <li>○ Establish effective curricular leadership, developing subject leaders with high levels of relevant expertise with access to professional networks and communities.</li> <li>○ Ensure valid, reliable and proportionate approaches are used when assessing pupils.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Behaviour</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Have high expectations for pupils' behaviour, built upon relationships, rules and routines, based on Gospel Values which are understood clearly by all staff and pupil including courteous conduct in accordance with the school's behaviour policy.</li> <li>○ Manage behaviour consistently, fairly, and respectfully.</li> <li>○ Ensure that adults within the school model and teach the behaviour of a good citizen.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Additional and special educational needs and disabilities (SEND)</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Ensure the school holds ambitious expectations for all pupils.</li> <li>○ Create a culture and practices that enable pupils to access the curriculum and learn effectively.</li> <li>○ Ensure the school, works effectively with parents, carers, and professionals, to identify the additional needs of pupils, providing support and adaptation where appropriate.</li> <li>○ Ensure the school fulfils its statutory duties under the SEND code of practice.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Professional development</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Ensure staff have access to high-quality, sustained professional development opportunities.</li> <li>○ Prioritise the professional development of staff, ensuring effective planning, delivery and evaluation which is consistent with the standard for teachers' professional development.</li> <li>○ Ensure that professional development opportunities draw on expert provision from beyond the school, as well as within it, including nationally recognised career and professional frameworks and programmes to build capacity and support succession planning.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Organisational management</b></li> </ul> <p>In a Catholic school, all deployment of staff, finance, material resources, time and energy should promote the common good of the community in accordance with the school's mission. The Headteacher provides effective organisation and management of the school and seeks ways of improving organisational structures and functions based on rigorous self-evaluation. The Headteacher deploys people and resources efficiently and effectively to secure the school's aims and mission through meeting specific objectives in line with the school's strategic plan and financial objectives.</p>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Ensure the protection and safety of pupils and staff through effective approaches to safeguarding.</li> <li>○ Prioritise and allocate financial resources appropriately, ensuring efficiency, effectiveness and probity in the use of public funds.</li> <li>○ Ensure staff are deployed and managed well with due attention paid to wellbeing and workload.</li> <li>○ Establish and oversee systems, processes and policies that enable the school to operate effectively and efficiently.</li> <li>○ Ensure rigorous approaches to identifying, managing and mitigating risk.</li> <li>○ To ensure stewardship of the buildings and grounds in relation to Diocesan requirements.</li> <li>○ To provide a safe and secure environment for all who</li> <li>○ work in and visit the school.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Continuous school improvement</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Identify and analyse complex or persistent problems and barriers which limit school effectiveness and identify priority areas for improvement.</li> <li>○ Develop appropriate evidence-informed strategies for improvement as part of well-targeted plans which are realistic, timely, appropriately sequenced and suited to the school's context.</li> <li>○ Ensure careful and effective implementation of improvement strategies, which lead to sustained school improvement over time</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Working in partnership</b></li> </ul> <p>In a Catholic school, the headteacher shares responsibility for the mission of the school and</p>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ To recognise the authority of the Bishop in relation to the provision of Catholic education in the Diocese and to work with Diocesan authorities to provide them with such</li> </ul>

<p>the wider Diocesan educational system and is therefore called to work in collaboration with others including, parents, clergy, religious, diocesan officers, colleague headteachers and agencies set up by the Catholic Bishops' Conference of England and Wales, as and when appropriate.</p>	<p>information as they require.</p> <ul style="list-style-type: none"> <li>○ Forge constructive relationships with parents to support and improve pupils' achievement and furthering the distinctive Catholic nature, purposes and aims of the school.</li> <li>○ Develop effective links with the parish and wider Catholic community.</li> <li>○ Work successfully with other schools, including other Catholic schools, and organisations in a climate of mutual challenge and support.</li> <li>○ Create working relationships with fellow professionals and colleagues across other public services to improve educational outcomes for all pupils.</li> </ul>
<ul style="list-style-type: none"> <li>● <b>Governance and accountability</b></li> </ul>	<p><b>Actions:</b></p> <ul style="list-style-type: none"> <li>○ Understand and welcome the role of effective governance, upholding their obligation to give account and accept responsibility.</li> <li>○ Create professional working relationships with those responsible for governance.</li> <li>○ Ensure that staff know and understand their professional responsibilities and are held to account.</li> <li>○ Ensure the school effectively and efficiently operates within the required regulatory frameworks and meets all statutory duties.</li> </ul>

# PERSON SPECIFICATION

## Person Specification: Appointment of Headteacher

Please write your supporting statement/letter giving evidence of how you meet each of the essential criteria.

	Essential	Desirable
<b>Qualifications and Training</b>		
1. Practising and committed Catholic in good standing with the Church	√ R	Evidence of participation in parish or Catholic community Life
2. Degree + QTS	√ AD	
3. Evidence of continuing professional development in preparation for HT post or as a HT	√ AD	NPQH Post Grad level qualification MA in Catholic School Leadership
4. Catholic Certificate in Religious Studies (CCRS)		√ D
5. Willingness to undertake CCRS within 2 years of appointment	√ AI	
<b>Experience</b>		
6. A record of substantial, successful teaching experience, including teaching more than 1 Key Stage	√ ARI	Experience in a variety of schools
7. Experience as a successful Headteacher, Head of School or Deputy Headteacher	√ ARI	
8. Experience of effecting change in teaching, learning or curriculum either at phase or whole school level	√ ARI	
<b>Professional Knowledge and Understanding</b>		
9. Understanding the expectations in the new Ofsted Framework about what makes an effective school.	√ AI	Understanding of the expectations of Catholic School Inspection



10. Working knowledge of school planning, evaluation, assessment, and accountability	√ ARI	The ability to role model excellent teaching
11. Ability to analyse data, develop strategic plans, set targets and achieve desired outcomes	√ ARI	
12. Ability to develop policies and procedures that demonstrate the Catholic ethos of the school and a commitment to equal opportunities for All	√ ARI	
<b>Promoting the welfare of children</b>		
13. A good understanding of up-to-date policy and practice regarding Safeguarding. Commitment to the safeguarding and well-being of staff and Pupils	√ I	
<b>Professional Skills and Abilities</b>		
14. Evidence of working effectively with the Headteacher, staff, governors and parents	√ ARI	
<b>Personal Qualities</b>		
15. Evidence of leading by example, demonstrating good interpersonal skills, with the ability to enthuse and motivate others and develop effective partnerships.	√ RI	
16. Stamina and resilience; confidence	√ RI	
<b>Other</b>		
17. Understand and support the Catholic ethos of our Catholic School, including the spiritual development of the pupils and the school's role within the community.	√ AR	
18. Evidence of a strong commitment to Catholic education	√ AIR	

A – Application form

D – Documents

I – Interview

R – References



## **Brentwood Diocesan Education Service**

*“Supporting Catholic schools to provide excellent education where pupils flourish, and Christ is made known to all.”*

Guidance for Governors, Trustees and Senior Leaders

### **Reserved Post Appointments: ‘Practising Catholic’**

#### *General background*

The instrument of government for a VA school states:

*“The school was founded by and is part of the Catholic Church. The school is to be conducted as a Catholic School in accordance with the canon law and teachings of the Roman Catholic Church and in accordance with the trust deed of the Diocese of Brentwood and in particular:*

- *Religious Education is to be in accordance with the teachings, doctrines, disciplines and general and particular norms of the Catholic Church;*
- *Religious worship is to be in accordance with the rites, practices, disciplines and liturgical norms of the Catholic Church;*

*and at all times the school is to serve as a witness to the Catholic faith in Our Lord Jesus Christ”.*

#### *Appointment of Headteacher*

In relation to the appointment of Headteacher, the Bishops’ Conference as stated in the Memorandum of Understanding

*‘The post of headteacher, deputy headteacher or coordinator of Religious Education shall be reserved for practising Catholics.*

*Advertisements for these posts should make clear from the outset that applications are invited in accordance with these requirements’.*

*The Scheme of Delegation for academies states:*

### **Employment of the Principal and Key Teaching Staff**

- The head teacher or principal of the School as well as any deputy head teachers and the head or co-ordinator of religious education shall be practising Catholics in full communion with the Catholic Church.
- It is the Bishop's expectation that the coordinator of pastoral care within the School shall (unless otherwise agreed in writing with the Diocesan Schools' Commissioner) be a practising Catholic in full communion with the Catholic Church.
- Governors will ensure that the employment of staff in the School shall be consistent with the policies from time to time notified to Catholic schools by the Catholic Education Service and the Bishop.

### **Memorandum of Bishops' Conference of England and Wales on the appointment of Teachers to Catholic Schools**

#### *Diocesan policy*

In the Diocese of Brentwood, it is a requirement that the Headteacher, Deputy Headteacher, RE Coordinator, Head of RE and school lay chaplains are practising Catholics at the time of application.

'Practising Catholic' is listed unambiguously as the first essential criteria. A positive faith reference is essential and the priest is explicitly asked to comment upon an applicant's commitment to Catholic beliefs and practices.

The diocesan statement on equal opportunities on employment states:

*'The posts of Headteacher and Deputy Head are reserved for practising Catholics.'*

*In fulfilling the objectives of Catholic schools, the board have regard to matters which are particularly significant in the light of the sacramental teachings of the Church. Catholic teachers by their example and practice are witnesses to the Gospels and to the Church's teachings. The governing body would therefore, in line with its responsibilities, reserve the right to take account of circumstances which were genuinely within a person's control and which might include marital status, avowed personal conviction, belief or conduct'.*

The diocesan Memorandum of Understanding states:

## Employment of the Principal and Key Teaching Staff

1. *'The Headteacher or Principal of the school as well as the Deputy Headteacher(s) and the Head or Coordinator of Religious Education shall be practising Catholics'...*

### *Marital status*

Applicants for the posts of Headteacher and Deputy Headteacher whose conduct is incompatible with the precepts and tenets of the Catholic faith would not be deemed as meeting the first essential criteria of practising Catholic. An applicant living with a partner would not meet the essential criteria as:

*'The sexual act must take place exclusively within marriage'.*

**Catechism of the Catholic Church,  
paragraph 2390**

*'Sexuality and Marriage: There are two fundamental principles which determine Catholic teaching on sexual matters: that the sexual expression of love is intended by God's plan of creation to find its place exclusively within marriage between a man and a woman, and that this expression of love must be open to the possible transmission of new life. This, of course, is a great challenge. It means that many types of sexual activity, including same-sex sexual activity, are not consistent with the teachings of the Church. No individual, bishop, priest or lay-person is in a position to change this teaching of the Church which we hold to be God-given'.*

**Archbishop Vincent Nichols, The Catholic Herald, March  
2012**



**MODEL CONTRACT OF EMPLOYMENT**

**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**

**FOR THE**

**PRINCIPAL**

**ACTING PRINCIPAL**

**JOINT PRINCIPAL**

**HEAD OF SCHOOL**

**IN A CATHOLIC ACADEMY**

**[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 ACADEMY TRUST COMPANY NAME HERE  
("THE ACADEMY TRUST COMPANY")**

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

**ENTER DIOCESE NAME HERE  
HAVING ITS REGISTERED OFFICE AT  
ENTER REGISTERED OFFICE ADDRESS OF ACADEMY TRUST COMPANY HERE**

**IN CONNECTION WITH YOUR EMPLOYMENT AT**

**ENTER NAME AND ADDRESS OF ACADEMY WHERE EMPLOYEE WILL BE WORKING HERE**

**("THE ACADEMY")**

**AND**

**ENTER EMPLOYEE'S NAME HERE  
Of  
ENTER EMPLOYEE'S ADDRESS HERE**

**("YOU")**

**FOR SERVICE AS THE**

**PRINCIPAL  
ACTING PRINCIPAL  
JOINT PRINCIPAL  
HEAD OF SCHOOL**

## **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 at the Academy. 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 [Principal] [Acting Principal] [Joint Principal] [Head of School] ("the Post") at the Academy. 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 additional or other reasonable duties as necessary to meet the needs of the Academy. 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 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 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 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 for a 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 PROBATION 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 to exercise the ministry of a teacher under the supervision of the Diocesan Bishop and to exercise the professional duties and maintain the professional standards of a [Principal] [Acting Principal] [Joint Principal] [Head of School] in the Academy under the directions of the Board and 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;

4.1 (d) the Teachers' Standards from time to time published by the Department for Education;

4.1 (e) 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 (f) 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(f) above:

4.1 (g) the Burgundy Book; and

4.1 (h) 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 and the Academy;

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

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

4.3 You are:

4.3 (a) required to take part in acts of religious worship and may be required to lead them;

4.3 (b) to instruct and/or supervise instruction in the Holy Scriptures and the Doctrines of the Catholic Church in accordance with the principles, and subject to the discipline, thereof to the satisfaction of the Diocesan Religious Inspector, or other appointed representatives of the Diocesan Bishop, at the time or times appointed for religious instruction, such children as are entrusted to You and to be present at such religious examinations of the children as may be directed to be held by the Academy Trust Company.

4.4 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.

## **5 CONDITIONS OF EMPLOYMENT OF [PRINCIPAL] [ACTING PRINCIPAL] [JOINT PRINCIPAL] [HEAD OF SCHOOL]**

5.1 In carrying out Your duties, You shall:

5.1 (a) cooperate with the Diocesan Bishop;

5.1 (b) consult, where appropriate, with the Diocesan Bishop, the Board and the staff of the Academy;

5.1 (c) promote good relationships with the Local Authority and the parents/guardians of the pupils of the Academy.

- 5.2 You shall participate in the selection and appointment of the teaching and non-teaching staff of the Academy, subject to the advice of the Diocesan Bishop and the Local Authority as appropriate and as agreed with the Board.
- 5.3 You shall ensure that all pupils in attendance at the Academy take part in daily collective worship and secure that worship in accordance with the rites and teachings of the Catholic Church in accordance with the provisions of the Funding Agreement.
- 5.4 You shall determine and ensure the implementation of a policy for the pastoral care of the pupils of the Academy in accordance with the teachings of the Catholic Church.
- 5.5 You shall provide for liaison and cooperation 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.
- 5.6 **[FOR JOINT PRINCIPAL CONTRACTS ONLY - DELETE WHERE NOT APPROPRIATE]** - You will, with Your co-Joint Principal, be jointly and severally responsible for all the contractual obligations and conditions of employment as set out in this contract and will, with Your co-Joint Principal, be jointly and severally accountable to the Academy Trust Company for all actions, decisions, judgments, assessments and evaluations taken or made in any way concerning the management or administration of the Academy.
- 5.7 **[FOR JOINT PRINCIPAL CONTRACTS ONLY - DELETE WHERE NOT APPROPRIATE]** - In the event of any dispute concerning the management or administration of the Academy howsoever arising between You and Your co-Joint Principal, the matter shall be referred to the Board for resolution in accordance with the Academy Trust Company's Grievance Policy, failing which the matter will be referred to the Diocesan Education Service for resolution whose decision shall be final and binding on both You and Your co-Joint Principal.

## **6 PLACE OF WORK**

Your normal place of work is at the Academy, 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.
- 7.2 Your salary is **£ ENTER ANNUAL SALARY HERE** per annum [inclusive of X days holiday pay/exclusive of X days holiday pay 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 and/or 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 and/or 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 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 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 APPROPRAITE]**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 and the Academy Trust Company will however always be paramount. You are entitled to enjoy a reasonable work/life balance. **[IF THERE IS TO BE A VARIATION IN DAYS AND HOURS GENERALLY THIS MUST BE STATED HERE AND FULL DETAILS MUST BE GIVEN].**

8.2 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, having regard to any teaching responsibilities, reasonable time for discharging Your leadership and management responsibilities and, where You participate in teaching, planning and preparation time.

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

8.4 You are not required to undertake any midday supervision and will be allowed a break of reasonable length as near to the middle of each Academy Day as is reasonably practical. You are required to arrange for a suitable person to assume responsibility for the discharge of your functions as [Principal] [Head of School] during that break.

## **9 HOLIDAYS AND LEAVE OF ABSENCE**

9.1 Subject to the provisions of the STPCD, holidays must coincide with periods of Academy closure and public holidays, details of which will be notified to You by the Academy from time to time. Current information relating to Academy closure and in-service training days is available at the Academy.

- 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, paternity, adoption 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. Your entitlement to pay during any absence due to sickness or injury is set out in the Burgundy Book. 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 the Employment Acts and/or agreed locally, where ratified by the Board.

## **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.

## **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.
- 14.2 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 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 the Academy, 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 three months' written notice, and in the summer term four months', terminating at the end of an academy term. The academy terms shall be deemed to end on April 30<sup>th</sup>, August 31<sup>st</sup> and December 31<sup>st</sup> (see table below for illustration).

<b>To terminate Contract on:</b>	<b>Notice must be given by:</b>	<b>Notice period</b>
December 31st	September 30th	Three months
April 30th	January 31st	Three months
August 31st	April 30th	Four months

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 the Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.

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 the Burgundy Book expiring at the end of a school term as defined by the Burgundy Book.

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 the Academy 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 Board informed of Your whereabouts (except during periods taken as holiday) so as to be available to attend Academy premises or carry out any duties required.

17.5 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.

17.6 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.

17.7 In the event of Your contract being terminated by the Academy Trust Company on giving the required notice, the Academy Trust Company reserves the right to pay You in lieu of notice and require You not to attend the Academy during the notice period except with the agreement of the Board.

## **18 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**.

## **19 CONFIDENTIALITY**

19.1 WITHOUT 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 THE ACADEMY. BREACH OF THIS CLAUSE 19.1 DURING YOUR EMPLOYMENT MAY BE TREATED AS GROSS MISCONDUCT WARRANTING SUMMARY DISMISSAL.

19.2 THE EXCEPTION TO CLAUSE 19.1 IS WHERE INFORMATION IS ALREADY IN THE PUBLIC DOMAIN, OTHERWISE THAN AS A RESULT OF YOU BREACHING CLAUSE 19.1.

## **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]** .

20.2 YOU 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 YOU.

20.3 DISCLOSURE 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]**.

20.4 [You shall act as the Designated Safeguarding Lead (DSL) or the Deputy DSL for the Academy setting if instructed to do so by the Board at any point in time during Your employment at the Academy and prioritise the requirements of Your duty to safeguard children. You will ensure that Your knowledge

of safeguarding and child protection is kept up to date and that all staff receive adequate training in relation to the same]. **[IF THIS PROVISION IS NOT NEEDED IT CAN BE REMOVED].**

## **21 INTERPRETATION**

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

21.1 'Academy Day' means a day on which the Academy is open and children are in attendance, including INSET days.

21.2 'Board' means the board of directors of the Academy Trust Company as constituted from time to time.

21.3 '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.

21.4 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.

21.5 'Catholic' means in full communion with the See of Rome.

21.6 'Chair' means the chair of the Board appointed from time to time.

21.7 'Clerk' means the Clerk of the Board appointed from time to time.

21.8 'Diocese' means the diocese in which the Academy is situated as set out at the beginning of this contract.

21.9 '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.

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

21.11 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.

- 21.12 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 21.13 '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.
- 21.14 '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.
- 21.15 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.
- 21.16 '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.
- 21.17 'Trustees' means the Diocese or the religious order which owns the land on which the school/academy is situated.
- 21.18 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

## **22 COMMENCEMENT OF POST**

- 22.1 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.
- 22.2 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 Academy; (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 clause 22.1 above.

- 22.3 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.
- 22.4 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]** .
- 22.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

## **23 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 SPECIFIC 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 STATE HERE 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.**





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## **CES Guidance**

### **CES Model Application Forms and Supplementary Forms**

#### **Notes to Applicants**

These Notes accompany the relevant CES Model Application Forms for each category of employee and:

- the Model Recruitment Monitoring Form;
- the Model Rehabilitation of Offenders Act 1974 – Disclosure Form; and
- the Model Consent to Obtain Reference Form,

together referred to as the “supplementary forms”.

Where there is a distinction between categories of employee to which these Notes apply, it will be clearly highlighted.

Applicants are advised to read through these Notes fully before completing the Application Form and the supplementary forms.

Applicants are advised that references to School/College in the Application Forms, the supplementary forms and these Notes to Applicants includes Academies. Further, references to Governing Body in those documents include an Academy Trust Company, a Multi Academy Trust Company and/or its Governing Body/Board of Directors/Local Governing Body as appropriate.

#### **TECHNICAL INSTRUCTIONS**

1. Depending on the recruiting school/college’s own requirements applicants may complete the Application Form and supplementary forms in three ways:
  - Completion and submission electronically;
  - Completion electronically, printing and submitting hardcopy via post, by fax or by scanning and emailing;
  - Printing off and completing in handwritten format, then submitting by post, by fax or by scanning and emailing.
2. Where applicants complete the Application Form and supplementary forms and submit by post, written acknowledgement of receipt will only be provided where the applicant has supplied a

stamped addressed envelope with their posted application.

## **GENERAL INFORMATION**

Applicants must ensure that they are using the most up to date version of the Application Form and supplementary forms. Where there is any doubt, applicants should contact the school/college where the position applied for is based, or the contact person mentioned in the details of the post.

Applicants are reminded that this is an application for a post in a Catholic Voluntary Aided School / Catholic Voluntary Academy / Catholic Voluntary Multi Academy Trust (if applicable) where the Governing Body / Academy Trust Company / Multi Academy Trust Company is the employer and that the post will be subject to the terms and conditions of the appropriate CES model contract of employment. A copy of the relevant contract will be provided to the applicant if they are shortlisted for interview.

Applicants should note that, in accordance with the safeguarding vulnerable groups' regime, it is their responsibility to have made any necessary registrations relevant at the time of making this application, which are required for people working or volunteering with children. Accordingly, applicants are put on notice that any offer of employment made will be conditional upon the results of checks from the Disclosure & Barring Service ("the DBS") and Teacher Services (regarding teacher prohibition/disqualification from working with children and young people).

Before signing the application form, applicants must ensure that every section has been completed.

**Failure to complete all relevant sections may result in an application being rejected.**

All Application Forms, supplementary forms and any relevant documentary evidence should be sent to the school/college where the position applied for is based, or as instructed in the details of the post. **Applicants should not return any Application Form and/or supplementary forms and/or any relevant documentary evidence to the CES.** Any applications received by the CES will not be forwarded or returned but shall be securely disposed of.

## **THE APPLICATION FORM – GUIDANCE ON COMPLETING SPECIFIC SECTIONS**

Applicants are advised that the Governing Body complies with the School Standards and Framework Act 1998 and the Equality Act 2010.

### **Details of the Role Applied For:**

Please complete this section of the form by ticking the relevant boxes.

### **Personal Details:**

Please tick the relevant box in order to indicate how you would prefer to be contacted.

Where you have obtained qualified teacher status from a jurisdiction other than England or Wales please insert your membership number for the relevant teaching profession regulator and provide details of the specific regulator.

Support staff and Lay Chaplain Application Forms only – if you have not obtained qualified teacher status please leave this section blank.

### **Details of Present Employment**

If you are not currently employed please tick the box that says “no” and proceed to next section.

### **Employment History**

Applicants should provide full and accurate details of relevant employment history and professional or work experience. They should not repeat the information provided (if applicable) relating to present employment. Where the applicant is a student seeking a first time appointment they should provide details of all teaching practice to date (if applicable).

### **Other Employment/Work Experience**

Applicants should provide details of all other employment and paid or unpaid experience after the age of 18 (e.g. employment unrelated to the teaching profession, voluntary work etc).

Applicants must ensure that there are no gaps in the chronology of their education and/or employment history from the age of 18 to the present day and space has been provided on the form for this information. Failure to provide a full account may lead to an application being rejected.

Applicants must declare whether they have ever been ordained and/or been a member of a religious community. Where the answer to this question is ‘yes’, the Applicant must provide full details and expect that this will be discussed in more detail if they are successfully shortlisted for interview, more particularly in relation to their Canonical status and whether the Applicant is subject to any restrictions which may affect their suitability for appointment to the post applied for.

### **Post-11 Education and Training**

Applicants should provide details of education received in this country and/or abroad, academic vocational qualifications obtained including degrees, with class and division, and Teacher Certificates. Applicants must include postgraduate and professional qualifications. Applicants are advised that they may be required to produce evidence of qualifications attained. Please ensure that all relevant classifications and grades are included.

Catholic Certificate in Religious Studies (“CCRS”) – this was formerly known as the Catholic Teachers’ Certificate and Certificate in Religious Education.

Teacher post Application Forms only – please state which subjects you are qualified to teach including other subjects for which you may have experience to teach. Please also provide details of any other specialisms and special areas of teaching interest.

Senior Leadership posts only - the CES recognises that NPQH is no longer a mandatory requirement in England but applicants should still provide details of NPQH where requested in the Application Form as a potentially desirable qualification. Applicants for Headteacher posts in Wales must provide details of NPQH as this remains a mandatory requirement for first Headship appointments.

### **Supporting Statement**

Applicants should ensure that their supporting statement is clear and concise and does not exceed 1,300 words. It is preferable, although not compulsory, that the supporting statement is typed rather than handwritten.

## **References**

All applicants are required to provide details of at least two, and up to three, referees. A referee who is a current or former employer must have full access to the applicant's personnel records. This is in order to ensure that the information provided is accurate.

There may be situations where the referee does not have full access to an applicant's records for data protection and privacy reasons. If that is the case, the referee will need to be in a position to complete the reference to an acceptable standard with information relating to the applicant's dates of employment. All posts are subject to satisfactory references.

It is the applicant's responsibility to ensure that they have obtained their nominated referees' explicit consent to pass on their contact details to the school. Not only is this a matter of courtesy but ensures that the General Data Protection Regulation is being complied with. **Please also complete the Consent to Obtain References Form and return it with your application.**

Applicants must advise the school/college if they do not want them to contact any of their referees and provide reasons. For example, where applicants are currently employed, they may not wish the school/college to contact their employer until such time that they have given notice to terminate their employment.

Applicants are advised that schools/colleges designated with a religious character in England and Wales are permitted by law to require certain posts to be filled by practising Catholics. In certain specific circumstances, it is possible that a temporary post may be filled by a person who is not a practising Catholic and there is no intention to deter suitable applicants from expressing their interest.

**Senior Leadership posts** – Applicants are advised that the 'Memorandum on Appointment of Teachers To Catholic Schools' (amended September 2014), provides that 'the posts of Headteacher or Principal, Deputy Headteacher or Deputy Principal and Head or Coordinator of Religious Education are to be filled by practising Catholics'. The Memorandum may be viewed by visiting the CES's website at: <http://www.catholiceducation.org.uk/employment-documents/bishops-memorandum/item/1000049-memorandum-on-appointment-of-teachers-to-catholic-schools>

**Teacher posts** – Applicants are advised that schools/colleges are entitled to give priority to Catholic applicants. A higher degree of priority may be given to practising Catholic applicants but applications from all Catholic applicants (whether practising or not) are eligible to be given priority over applicants who are not Catholic. Nevertheless, applicants who are not Catholics are welcome to apply.

**Support Staff posts** – Applicants are advised that schools/colleges (in England only) are entitled to give priority to Catholic applicants where it can be demonstrated that attaching this requirement to a particular post is a proportionate means of achieving a legitimate aim (commonly known as a "genuine occupational requirement"). The recruitment documentation should make clear whether this requirement applies to the post.

**Definition of "practising Catholic"** - Schools/colleges may provide guidance to the applicant regarding the definition of a "practising Catholic" with the application pack and/or in the event that the applicant is shortlisted for interview.

**In summary, all suitably qualified Catholic applicants, regardless of the teaching post for which they are applying, are eligible to be given preference over applicants who are not Catholic. Practising Catholic applicants should nominate their Parish Priest as one of their referees. Those applicants applying for the permanent Senior Leadership posts referenced in the Memorandum must provide such details.**

For other teaching posts, Catholics who do not consider themselves to be “practising” may provide a copy of their baptism certificate with their application form, instead of providing a Priest’s reference. Alternatively, they should provide details of the name and address of the Parish where they were baptised and the date of their baptism. For support staff posts, the recruitment documentation should make clear whether being a Catholic is a requirement for the post.

In the event that an applicant is appointed, any failure to disclose the existence of a relationship, whether it be by marriage, blood or as co-habitee, between the applicant or their spouse/civil partner/partner with a member, or an employee, of the Governing Body of the school/college where the post is situated may be considered a disciplinary offence warranting summary dismissal.

### **Immigration, Asylum and Nationality Act 2006**

In accordance with the legal requirements of the Immigration, Asylum & Nationality Act 2006 (“the 2006 Act”) (as amended) the Governing Body is under a legal duty to require all members of staff to provide documentary evidence of their entitlement to undertake the position applied for and to ensure that they have an ongoing entitlement to live and work in the UK. These checks need to be carried out for every person the Governing Body employs regardless of race, ethnicity or nationality. Therefore, on conditional offer of employment, and before a successful applicant commences their post, they must provide supporting evidence of their right to live and work in the UK. Generally speaking, the provision of one of the documents listed below will be sufficient proof but applicants are advised to consider the UK Visas and Immigration requirements for preventing illegal working in the UK for a full list of documents that may prove such entitlement which can be found on the Home Office’s website.

The most common proof of entitlement documents are:

- (a) A passport showing that the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- (b) A passport or national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- (c) A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- (d) A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- (e) A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- (f) A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- (g) A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no limit on their stay in the UK, together with an official document giving the person’s permanent National Insurance number and their name issued by a Government agency or a

- previous employer.
- (h) An online right to work check demonstrating that the applicant has either pre-settled or settled status.

The above list is non-exhaustive.

### **IMMIGRATION ACT 2016**

Part 7 of the above Act places a legal duty on those recruiting staff to work in public facing roles within the public sector. Public facing roles within the public sector would include leadership teams, teachers, support staff and others employed to work in state schools. The said duty is to ensure that the applicant is fluent in English or Welsh, as applicable.

The government has produced a code of practice to guide employers on how to implement the requirement without breaching the provisions of the Equality Act 2010<sup>1</sup>.

It is important not to discriminate on the basis of accents and dialects, as this could amount to discrimination on the grounds of race. Note that there is no requirement to test existing staff who are already employed at the school and the code of practice should be considered when recruiting new applicants.

### **Declaration**

The Governing Body has a duty to make a report where the applicant provides false information in prescribed circumstances in accordance with the Education Act 2002.

### **SUPPLEMENTARY FORMS**

#### **Model Recruitment Monitoring Form**

Applicants are not required to complete the Recruitment Monitoring Form, however, if they do, they will be helping the school/college to fulfil its duties under the Equality Act 2010.

The Recruitment Monitoring Form will be used purely for monitoring and statistical purposes and will not form part of the application or the recruitment process. The persons involved in the recruitment process will not have sight of the completed Recruitment Monitoring Form.

Where applicants wish to complete the Recruitment Monitoring Form they should return it with their completed application but in a separate sealed envelope clearly marked "Confidential – F.A.O: Recruitment Monitor".

#### **Model Rehabilitation of Offenders Act 1974 – Disclosure Form**

As the position applied for gives privileged access to vulnerable groups, we require all applicants attending interview to disclose all spent convictions and cautions under the Rehabilitation of Offenders Act 1974

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<sup>1</sup> See:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/573013/english\\_language\\_requirement\\_public\\_sector\\_workers\\_code\\_of\\_practice\\_2016.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/573013/english_language_requirement_public_sector_workers_code_of_practice_2016.pdf)

(Exemptions) Order 1975 unless it is a “protected” conviction/caution under the amendments made to the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (in 2013) and, therefore, not subject to disclosure.

**If you are invited for interview**, please bring The Disclosure Form with you to the interview in a **separate, sealed envelope** clearly marked “Confidential – Rehabilitation of Offenders Act 1974 – Disclosure Form”. You will be asked to hand the form to the interviewer at the end of the interview.

Guidance on the filtering of “protected” convictions and cautions can be accessed on the Disclosure and Barring Service website.

The Disclosure Form will only be seen by those persons within the school/academy/college and/or Governing Body / Academy Trust Company / Multi-Academy Trust Company who are required to see it as part of the recruitment process if you are the preferred / one of the preferred candidates for the position.

### **Model Consent to Obtain References Form**

Please ensure that you complete and return the Consent to Obtain References Form with your completed application.

If you have any further questions in relation to the position applied for please contact the school / college where the position applied for is based or contact the individual named on the advertisement for the post.