



**Diocese of Brentwood**

**HOLY FAMILY CATHOLIC PRIMARY SCHOOL**

KENTS HILL ROAD, BENFLEET, ESSEX, SS7 5PX

**APPLICATION PACK**

**DEPUTY HEADTEACHER**

Required by September 2026



27<sup>th</sup> March 2026

Dear Applicant,

**Holy Family Catholic Primary School (N.O.R. 203) – Deputy Headteacher required by September 2026 on a permanent basis**

**Closing Date:** 30<sup>th</sup> April 2026. **Interviews:** 15<sup>th</sup> May 2026.

Thank you for your interest in this vacancy. The Governors of Holy Family Catholic Primary School wish to appoint an applicant with demonstrable experience as an excellent Catholic practitioner and teacher for this rewarding deputy headteacher role.

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.holyfamily.essex.sch.uk](http://www.holyfamily.essex.sch.uk) and [www.assiscatholictrust.com](http://www.assiscatholictrust.com). All applicants must complete the CES Senior Leadership Application Form to be considered for this vacancy and submit it to [recruitment@assiscatholictrust.com](mailto:recruitment@assiscatholictrust.com). Electronic applications are required to be signed by applicants invited to interview prior to interview.

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 from the ACT HR Manager are as follows –

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

All requests for further information must be emailed to the recruitment email address provided in this paragraph. Please contact Claire Fantini, HR Manager, at the Assisi Registered Office on 01702 344933 or email [recruitment@assiscatholictrust.com](mailto:recruitment@assiscatholictrust.com) if you have any questions.

**Please note that this is a Reserved Post for Practising Catholics (see guidance document).**

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 DEPUTY HEADTEACHER

**Leadership Scale:** Group 2 L6-L10

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

The Deputy Headteacher is an employee of the Assisi Catholic Trust and is required to carry out their professional duties in accordance with the School's Trust Deed, Canon Law and the teachings of the Catholic Church; and with the terms and conditions of the current School Teachers' Pay and Conditions Document. The contract of Employment between the Assisi Catholic Trust and the Deputy Headteacher will be the current Contract of Employment for a Headteacher/Deputy Headteacher issued by the Catholic Education Service.

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.

## **Job Purpose**

In addition to carrying out the professional duties of a teacher other than a Headteacher, the Deputy Headteacher will play a major role in the vision, leadership and direction of the school.

They will work in partnership with the Headteacher to create a culture where all children received a high-quality education and there is continuous improvement of standards of achievement and development of the whole child.

The Deputy Head will assume the duties of the Headteacher in their absence.

## **Strategic Direction and Development of the School**

The Deputy Headteacher works with the Headteacher and Governing Body to develop the strategic view for the school in the community.

The Deputy Headteacher will:

- Contribute to the implementation of the School Development Plan (SDP).
- Communicate effectively the long, medium and short term objectives of the SDP to all staff.
- Contribute to the creation of a Catholic ethos which provides educational vision and direction which secures effective teaching and successful learning and achievement for pupils including sustained improvement in their spiritual, moral, social and cultural development.
- Contribute to the determination of effective organisational and administrative systems which support the aims of the school.
- Provide clear leadership by the development and implementation of policies which promote the aims of the school and underpins its Catholic ethos.

## **Teaching and Learning**

The Deputy Headteacher works with the Headteacher and Governing Body to create an environment that promotes and secures good or better teaching, effective learning, high standards of achievement and progress and outstanding behaviour and discipline guided by the teaching of the Catholic Church. The Deputy Headteacher will:

- Provide clear educational direction for the school.
- Contribute to the establishment and maintenance of policies which promote effective professional practice and define curriculum content.
- Monitor and evaluate the standards of teaching and learning in the school, ensuring that appropriate standards of professional performance are established and maintained.
- Monitor and evaluate the implementation of the curriculum and assessment policies and schemes of

work.

- Ensure that the spiritual development of individuals is given clear focus and assistance through the prayer life, religious education programmes and liturgy of the school.
- Create and maintain an effective partnership with parents to improve children's achievement and personal and social development.

### **Leading and Managing the Staff**

Working with the Headteacher, the Deputy Headteacher will lead, motivate, support, challenge and develop staff to secure improvement.

The Deputy Headteacher will:

- Support the Headteacher to ensure that professional duties are fulfilled as specified in the Terms and Conditions of Services of Teachers.
- Plan, allocate, support and evaluate the work undertaken by teaching and support staff as groups, teams and individuals.
- Contribute to the implementation of effective systems for the management of staff performance, incorporating appraisal targets for teachers and support staff, including those relating to pupil achievement.
- Motivate and enable all staff to develop expertise in their respective roles through continuing professional development.
- Maintain effective channels for communication to assist in the smooth running of the school.

### **Efficient and Effective Deployment of Staff and Resources**

Working with the Headteacher, the Deputy Headteacher will contribute to the deployment of the people and resources efficiently and effectively to meet the specific objectives of the SDP.

The Deputy Headteacher will:

- Work with Governors and the Headteacher to recruit and appoint staff.
- Support the Headteacher to manage and organise accommodation efficiently and effectively to meet the needs of the curriculum and to ensure it fulfils health and safety regulations, including emergency and security arrangements.

### **Accountability**

The Deputy Headteacher will support the Headteacher to account for the efficiency and effectiveness of the school to the Governors, Assisi Catholic Trust and others, including parents, staff, and the local community.

The Deputy Headteacher will:

- Provide information, objective advice and support to the Headteacher and Governing body to enable it to meet its responsibility for securing effective teaching and learning and improve standards of achievement and for achieving efficiency and value for money.
- Contribute to the creation and development of an organisation in which all staff recognise that they are accountable for the success of the school.
- Contribute to the presentation of regular reports on the school's performance to Governors, Assisi Catholic Trust, The Diocese, DfE and Ofsted.

### **Assessment**

The Deputy Headteacher will support the Headteacher and senior leadership team (SLT) to develop and maintain an effective data management system, which is regularly reviewed to ensure that the school's needs are met.

The Deputy Headteacher will:

- Contribute to the establishment and monitoring of systems that keep parents well informed about the curriculum, children's achievements and progress and encourages parents and other family members to make a contribution to achieving challenging targets for their children.
- Develop, implement and review data administrative procedures and systems putting in place necessary management controls and ensuring compliance with legal requirements.
- Ensure that an efficient service is provided to the Headteacher and other school staff.

- Keep office organised and paperwork and data filed appropriately.
- Oversee the maintenance of information held on school database/s including, but not limited to, annual assessments and examination results, data required for the completion of returns, for example, for the DfE.
- Co-ordinate and assist in the collation and preparation of statistics, management information and reports as required by the Headteacher, governors, Assisi Catholic Trust, auditors, the local authority and the DfE.
- Review and develop data management systems in conjunction with the school development plan, in liaison with senior leaders.
- Ensure compliance within the school of data protection regulations. Main duties and responsibilities are indicated above.

### **Safeguarding**

As deputy designated safeguarding lead, you are expected to support the DSL and lead in the absence of the DSL in the following areas of responsibility:

- Policy and procedure:
  - Act as a champion of the school's safeguarding policy and procedures by supporting all staff to have access to and understand them.
  - Contribute to the school safeguarding policy and review process.
  - Ensure that all staff are aware of their responsibility to challenge behaviour which breaches the Guidance for Safer Working Practice (Code of Conduct).
- Reporting concerns:
  - Recognise how to identify signs of abuse and when to make a referral
  - Respond appropriately and promptly to disclosures or concerns relating to the well-being of a child Refer allegations or cases of suspected abuse to the relevant investigating agencies, ensuring they have access to the most relevant up to date information
  - Liaise with the Headteacher and DSL to inform them of any issues and ongoing investigations Refer cases to the Channel programme where there is a radicalisation concern as required Support staff who make referrals to the Channel programme
  - Refer cases to the police as and when necessary

It is not the role of the Deputy DSL to investigate allegations of abuse or neglect by members of staff working or volunteering with children in school. This falls to the Headteacher or to the Chair of Governors where the allegation is against the Headteacher.

### **Multi Agency working**

When the Head teacher or DSL is unavailable attend and contribute effectively to Child In Need meetings, Child Protection conferences, Early Help, and planning and review meetings; including those taking place out of normal working hours.

- Liaise with the LA and follow up any referrals made.
- Attend relevant training on an annual basis.
- In addition, attend staff meetings/briefings forums/roadshows to reinforce and enhance safeguarding knowledge and practice
- Be pro-active in identifying training needs and inform DSL or Headteacher Keep up to date with safeguarding guidance and policies
- Contribute to safeguarding training for staff as appropriate

### **Record Keeping**

- Understand the policy and procedures in relation to record keeping
- Ensure that relevant, detailed and accurate written records of referrals/concerns are kept and that these are shared with the head teacher and DSL and are stored securely
- Maintain an appropriate level of confidentiality whilst at the same time liaising with relevant professionals.

Other duties of an appropriate level and nature may also be required, as directed by the Headteacher. Please note that the post holder may be required to work outside of normal school working hours for extended school activities, school events, meetings and emergencies.

This job description may be amended at any time, following consultation between the Headteacher, Trustees and the Governors and will be reviewed annually.

# PERSON SPECIFICATION

## PERSON SPECIFICATION: APPOINTMENT OF DEPUTY 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 DHT post or as a DHT	√ AD	
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 high-quality teaching experience, including Key Stage 1, and the ability to model this for others and support others to improve.	√ ARI	Experience in a variety of schools
7. Experience as a successful Deputy Headteacher		√ ARI
8. Experience of effecting change in teaching, learning or curriculum either at class, phase or whole school level	√ ARI	
9. Experience of leadership and management roles, demonstrating successful line management and staff development within a primary school.	√ ARI	
10. Involvement in school self-evaluation and development planning.		√ ARI
<b>Professional Knowledge and Understanding</b>		
11. Understanding the expectations in the new Ofsted Framework about what makes an effective school.	√ AI	Understanding of the expectations of Catholic School Inspection
12. Working knowledge of school planning, evaluation, assessment, and accountability.	√ ARI	The ability to role model excellent teaching

13. Understanding of school finances and financial management.		√ ARI
14. Ability to analyse and use data to set targets and identify weaknesses.	√ ARI	
15. 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>		
16. A good understanding of up-to-date policy and practice regarding Safeguarding. Commitment to the safeguarding and well-being of staff and Pupils	√ I	
17. A good understanding of wellbeing and child mental health issues.		√ ARI
<b>Professional Skills and Abilities</b>		
18. Evidence of working effectively with the Headteacher, staff, governors and parents	√ ARI	
<b>Personal Qualities</b>		
19. Evidence of leading by example, demonstrating good interpersonal skills, with the ability to enthuse and motivate others and develop effective partnerships.	√ RI	
20. Stamina and resilience; confidence	√ RI	
<b>Other</b>		
21. 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	
22. Evidence of a strong commitment to Catholic education	√ AIR	

A = Application form

D = Documents

I = Interview

R = References - Positive and supportive reference from the Priest where the applicant regularly worships; in good standing with the Church; reference without reservation. Positive recommendations in professional references, without reservation.



## **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)**

**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**

**(2) ENTER EMPLOYEE'S NAME HERE  
Of  
ENTER EMPLOYEE'S ADDRESS HERE  
("YOU")**

**FOR SERVICE AS THE  
DEPUTY HEADTEACHER**

## **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 Deputy Headteacher ("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 reasonable additional or other 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 Deputy Headteacher 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 DEPUTY HEADTEACHER**

5.1 In particular, in addition to carrying out the duties of a teacher other than a Headteacher (including those duties particularly assigned to You by the Headteacher) You:-

5.1.1 shall play a major role, under the overall direction of the Headteacher, in:

(a) formulating the aims and objectives of the Academy;

(b) establishing the policies through which they shall be achieved;

(c) managing staff and resources to that end; and

(d) monitoring progress towards their achievement

5.1.2 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.

5.1.3 may be required by the Headteacher or the Academy Trust Company to undertake some or all of the professional duties of the Headteacher in the event of his or her absence from the Academy.

## **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 APPROPRIATE] You are employed on a part time basis. Your hours of work are [ENTER DAYS OF THE 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.

## **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 31 <sup>st</sup>	September 30 <sup>th</sup>	Three months
April 30 <sup>th</sup>	January 31 <sup>st</sup>	Three months
August 31 <sup>st</sup>	April 30 <sup>th</sup>	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 either party giving to the other 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 either party giving to the other 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 If You have been continuously employed for nine years or more You shall be entitled to receive from the Academy Trust Company, in addition to the notice period stipulated at clause 17.1, one additional week's notice for each complete year of service, up to an overall maximum of twelve weeks (which shall include any period of notice provided pursuant to clause 17.1).
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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, 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.
- 17.8 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 SAFEGUARDING AND CHILD PROTECTION**

19.1 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].

19.2 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.

19.3 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 CONFIDENTIALITY**

20.1 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 20.1 during Your employment may be treated as gross misconduct warranting summary dismissal.

20.2 The exception to clause 20.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 20.1.

## **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.
- 21.8 'Diocesan Bishop' means the Bishop of the Diocese in which the Academy is situated and includes any person exercising Ordinary jurisdiction in his name or any person delegated by him including officers of the Diocesan Education Service.
- 21.9 'Diocesan Education Service' means the education service provided by the Diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 21.10 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 21.11 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).

21.12 '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.

21.13 '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.

21.14 'The National Workload Agreement' means the National Agreement on Raising Standards and Tackling Workload 2003 and includes any subsequent amendments thereto.

21.15 '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.

21.16 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 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.**



## **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 References Form,

together referred to as the “supplementary forms”.

Where there is a distinction between the 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.

These notes follow the order of the questions as they appear in the application forms on the CES website. The CES has provided specific approval to some online providers to provide CES application forms on their sites. Where applicants are completing application forms via these sites, the order of the questions may be different to that set out in these notes. The supplementary forms provided may also be different. If applicants are unsure, they should ask the recruiting school / college.

#### **TECHNICAL INSTRUCTIONS**

1. Depending on the recruiting school's / 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 a 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 job advertisement.

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 identity and right to work checks and the results of Disclosure & Barring Service and Teacher Services checks (where applicable). For those who have lived or worked outside of the UK, the offer will also be conditional on satisfactory overseas checks including, where necessary, the provision of a letter of professional standing.

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 job advertisement. **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**

Applicants should complete this section of the Form by inserting the relevant information and ticking the appropriate boxes.

### **Personal Details**

Applicants should insert the requested details and tick the relevant box in order to indicate how they would prefer to be contacted.

If an applicant has obtained qualified teacher status from a jurisdiction other than England or Wales they should insert their membership number for the relevant teaching profession regulator and provide details of the specific regulator.

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

### **Details of Present Employment**

Applicants who are not currently employed, should tick the box that says “no” and proceed to the next section.

### **Employment History**

Applicants should provide full and accurate details of relevant employment history and professional or work experience starting with the most recent. 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 the Certificate in Religious Education.

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

Senior Leadership posts only - the CES recognises that the NPQH is no longer a mandatory requirement in England but applicants should still provide details of the NPQH where requested in the Application

Form as a potentially desirable qualification. Applicants for Headteacher posts in Wales must provide details of the 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. Not only is this a matter of courtesy but it 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 Staff To Catholic Schools' 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 Catholic 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 it clear if 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.

### **Right to work in the UK**

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 receipt of a 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.

The Home Office guidance entitled “An employer’s guide to right to work checks” provides a list of the documents that can be provided to demonstrate an applicant’s right to live and work in the UK (see Annex A of the guidance).

The Home Office guidance is regularly updated to reflect changes in immigration law. It is important that applicants refer to the current version. Applicants should expect to provide originals of the documents listed in Annex A to the Governing Body as evidence of their right to work in the UK. Verified copies will then be taken of the original documents as required.

### **Language requirements for public sector workers**

The ability to communicate with members of the public in accurate spoken English and / or Welsh is an essential requirement for public facing posts. The Public Sector Workers Code of Practice notes that “to serve the public it is vital that those working in public-facing roles can communicate in English,

or in Wales, English or Welsh”<sup>1</sup>. The standard of language required is satisfied if it is sufficient to enable the effective performance of the person’s role<sup>2</sup>. Please note that this language requirement may be in addition to mandatory English language requirements associated with an applicant’s immigration route.

Public facing roles within the public sector would include leadership teams, teachers, support staff and others employed to work in publicly funded schools.

## **Declaration**

The Governing Body has a duty to make a report where an 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 form 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, all applicants attending interview are required to disclose all spent convictions and cautions under the Rehabilitation of Offenders Act 1974 (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 2020) and, therefore, not subject to disclosure.

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

**Interviewees must disclose all spent and unspent convictions on this form other than those which are “protected”. This may include driving offences but will not include youth cautions, reprimands or warnings. The rules on multiple convictions were changed in November 2020. If interviewees are unsure about whether or not a conviction requires disclosure they should review the Ministry of Justice guidance on the filtering of “protected” convictions and cautions which can be accessed on the [Ministry of Justice](#) website.**

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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)

<sup>2</sup> S.77(8) Immigration Act 2016

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**

Applicants should ensure that they complete and return the Consent to Obtain References Form with their completed application.

If applicants have any further questions in relation to the position applied for they should contact the school / college where the position applied for is based or they should contact the individual named on the job advertisement.