CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR

THE HEADTEACHER

IN A CATHOLIC SCHOOL

THIS AGREEMENT IS A CONTRACT

OF EMPLOYMENT BETWEEN

(1) THE GOVERNING BODY OF

ST MARY'S CATHOLIC PRIMARY SCHOOL & NURSERY

SITUATED AT

ST MARY'S CATHOLIC PRIMARY SCHOOL & NURSERY, DANE BANK AVENUE

DANE BANK AVENUE

CREWE

CHESHIRE

CW2 8AD

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

SHREWSBURY

("THE GOVERNING BODY")

AND

(2) MODEL CONTRACT

OF

("YOU")

FOR SERVICE AS THE

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 Governing Body of St Mary's Catholic Primary School & Nursery (“the School”). It should be read in conjunction with the Governing Body’s Staff Handbook, disciplinary, grievance and capability policies and any other policies and procedures the Governing Body operates from time to time. This Statement, together with any such policies and procedures which the Governing Body stipulate as expressly contractual in nature, constitute Your contract of employment with the Governing Body.

1 THE POST

You are appointed by the Governing Body to serve as the Headteacher ("the Post") at the School. Your job description will be provided to You by the Governing Body and may be attached to this contract at Appendix 1. Your job description may from time to time be amended by the Governing Body 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 School. 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 01 January 2022.

2.2 Your continuous service under the Employment Acts will usually be calculated from the date You started working at the School unless Your employment with a previous Governing Body of a voluntary aided or foundation school, 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 School 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.

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 Headteacher in the School under the directions of the Governing Body and in accordance with:

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

4.1 (b) the Trust Deed and the Instrument of Government of the School;

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

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 Governing Body;

And, to the extent that they are compatible with 4.1(a) to 4.1(f) above:

4.1 (g) the Burgundy Book;

4.1 (h) any local collective agreements recognised by the Governing Body (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 School;

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

4.2 (c) to have regard to the Catholic character of the School 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 Governing Body.

4.4 Where You wish to take part in any outside activity which may, in the reasonable opinion of the Governing Body, interfere with the efficient discharge of Your duties under this contract, You are required to obtain the prior written consent of the Governing Body, such consent not to be unreasonably withheld.

5 CONDITIONS OF EMPLOYMENT OF HEADTEACHER

5.1 In carrying out Your duties, You shall:

5.1 (a) cooperate with the Diocesan Bishop;

5.1 (b) consult, where appropriate, the Diocesan Bishop, the Governing Body and the staff of the School;

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

5.2 You shall participate in the selection and appointment of the teaching and non-teaching staff of the School, subject to the advice of the Diocesan Education Service and the Local Authority as appropriate and as agreed with the Governing Body.

5.3 You shall ensure that all pupils in attendance at the School take part in daily collective worship in pursuance of your duty under Section 70 of the School Standards and Framework Act 1998 and secure that worship in accordance with the rites and teachings of the Catholic Church.

5.4 You shall determine and ensure the implementation of a policy for the pastoral care of the pupils of the School 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.

6 PLACE OF WORK

Your normal place of work is at the School, or at any premises used from time to time by the School, unless Your duties take You elsewhere. The Governing Body 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 current salary is £To Be Confirmed per annum inclusive of holiday pay as per the Leadership England Area. 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 Governing Body's expenses claim policy). Such expenses must be properly evidenced in accordance with such policy from time to time in force;

7.4 Your salary will be paid on 15th part in arrears part in advance by to a bank or building society account of Your choice. You will be able to view your payslip . 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 Governing Body may deduct from any salary or other payment due to You any amount owed by You to the School, 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 School may, subject to the agreement of the Governing Body, 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 School is open and at such other times as the Governing Body 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.

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 in travelling to or from Your place of work shall not count as working time.

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

9 HOLIDAYS AND LEAVE OF ABSENCE

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

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 Governing Body, or in a 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 Governing Body on compassionate or other grounds.

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

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 Governing Body's Sickness Absence Policy, a copy of which can be accessed on the School intranet, 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 Governing Body's Sickness Absence Policy. Failure to follow the reporting procedures contained in the Governing Body's Sickness Absence Policy could result in action being taken against You under the Governing Body'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 Governing Body.

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 the 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 Teacher's 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 Governing Body's Pension 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 Governing Body'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 on the School intranet. The disciplinary policy provides examples of the types of conduct which are unacceptable and which could lead to disciplinary action being taken against You.

16.2 The Governing Body's grievance policy from time to time in force sets out the procedure for dealing with employee grievances and You can access a copy on the School intranet.

16.3 The Governing Body'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 School/Governing Body, or otherwise, and You can access a copy on the School intranet.

16.4 The Governing Body 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 a school term. The school terms shall be deemed to end on April 30th, August 31st and December

31st (see table below for illustration).

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

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

17.3 Any notice given by the Governing Body 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 School.

17.4 In the event that Your employment is terminated by either party on giving the required notice under this clause 17, the Governing Body reserves the right to require You not to attend School during the notice period. In such a case You will be placed on “garden leave” but You will remain employed by the School and so bound by the terms of this contract of employment until the notice of termination of employment expires. You will keep the Governing Body informed of Your whereabouts (except during periods taken as holiday) so as to be available to attend the School 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 Governing Body 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 Governing Body on giving the required notice the Governing Body reserves the right to pay You in lieu of notice and require You not to attend the School during the notice period except with the agreement of the Governing Body.

18 HEALTH & SAFETY

You will familiarise Yourself with and ensure compliance with the Local Authority's and/or School's policy on Health and Safety at Work from time to time in force, a copy of which can be accessed on the School intranet.

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 School's Safeguarding Policy and Procedure from time to time updated which can be accessed on the School intranet.

19.2 You are required to inform the Governing Body 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 Governing Body 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.

19.4 You shall act as the Designated Safeguarding Lead (DSL) or the Deputy DSL for the School setting if instructed to do so by the Governing Body at any point in time during Your employment at the School 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.

20 CONFIDENTIALITY

20.1 Without prejudice to the Governing Body'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 Governing Body and/or the School. 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 '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.

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

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

21.4 'Chair' means the Chair of the Governing Body appointed from time to time.

21.5 'Clerk' means the Clerk of the Governing Body appointed from time to time.

21.6 ‘Diocese’ means the diocese in which the School is situated as set out at the beginning of this contract.

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

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

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

21.10 ‘School Day’ means a day on which the School is open and children are in attendance, including INSET days.

21.11 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).

21.12 '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 School is situated.

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

21.14 '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 and includes, where appropriate, the Welsh equivalent of the STPCD. 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.

21.15 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.

21.16 'Trustees' means the Diocese or the religious order which owns the land on which the School is situated.

21.17 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 (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended).

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 School; (b) as a result of a condition specified by the Governing Body at that time; 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 Governing Body cannot verify that You have a right to work in the UK this contract will not take effect. Should the Governing Body 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 School operates a safer recruitment policy and procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the School 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 School's Safer Recruitment Policy and Procedure is available on the School intranet.

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

23 TRAINING

23.1 Pursuant to the Employment Acts You are entitled to a statement setting out details of any training entitlement provided by the Governing Body, any part of that training entitlement which the Governing Body requires You to complete and any other training which the Governing Body requires You to complete and which the School will not bear the cost of. The Governing Body will provide these details in a separate letter or in accordance with the Governing Body'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.

This Contract is made this day of 20

Between

The Governing Body as the Employer

And

Model Contract

Signed by Chair/Clerk (on behalf of the Governing Body):.....

Signed by the Employee:.....