MODEL CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR

A TEACHING ASSISTANT (LEVEL 1) (LEVEL 2) (LEVEL 3) (LEVEL 4)

A TEMPORARY WELFARE ASSISTANT

A CLASSROOM ASSISTANT

A NURSERY EMPLOYEE

A SUPPORT STAFF MEMBER (NOT TEACHING ASSISTANT) - BEING A [INSERT JOB TITLE HERE]

IN A CATHOLIC ACADEMY

CATHOLIC EDUCATION SERVICE ©

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

SITUATED AT

ENTER ADDRESS OF ACADEMY TRUST COMPANY HERE

IN CONNECTION WITH YOUR EMPLOYMENT AT

ENTER NAME AND ADDRESS OF ACADEMY HERE

("THE ACADEMY")

AND

(2) ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE

("YOU")

FOR SERVICE AS

A TEACHING ASSISTANT (LEVEL 1) (LEVEL 2) (LEVEL 3) (LEVEL 4)

A TEMPORARY WELFARE ASSISTANT

A CLASSROOM ASSISTANT

A NURSERY EMPLOYEE

A SUPPORT STAFF MEMBER (NOT TEACHING ASSISTANT) - BEING A [INSERT JOB TITLE HERE]

PREAMBLE

This Statement of Written Particulars contains the terms of Your employment which is given to You in accordance with Section 1 of the Employment Rights Act 1996 by your employer, ENTER ACADEMY TRUST COMPANY'S NAME AND ADDRESS HERE ("the Academy Trust Company") in connection with Your employment at ENTER ACADEMY NAME HERE ("the Academy"). It should be read in conjunction with the Academy Trust Company and/or its Governing Body/Board of Directors/Local Governing Body's (hereinafter referred to as "the Board") Staff Handbook, disciplinary, grievance and capability policies and any other policies and procedures the Academy Trust Company and/or its Board operates from time to time. This Statement, together with any such policies and procedures which the Academy Trust Company and/or its Board stipulate as expressly contractual in nature, constitute Your contract of employment with the Academy.

1 THE POST

You are appointed by the Academy Trust Company to serve as a [Teaching Assistant (Level 1) (Level 2) (Level 3) (Level 4)] [Temporary Welfare Assistant] [Classroom Assistant] [Nursery Employee] [Support Staff Member (Not Teaching Assistant) - being a [INSERT JOB TITLE HERE]] ("the Post") at the Academy. Your job description will be provided to You by the Academy Trust Company and/or its Board and may be attached to this contract at Appendix 1. The terms and conditions of Your employment set out in this contract may be subject to periodical review following consultation with You.

2 COMMENCEMENT OF CONTRACT

2.1 Your 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 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 this 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 1997 (as amended) as appropriate.

3 DURATION OF CONTRACT

3.1 Your Post is a permanent full time post.

3.1 Your Post is a permanent part time post.

3.1 Your Post is for a fixed-term which expires on [ENTER DATE] because [ENTER REASON FOR TEMPORARY FIXED-TERM CONTRACT HERE].

3.1 Your Post is a temporary post which will expire on the happening of [ENTER EVENT].

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.

4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

4.1 You are employed in the Academy under the directions of the Board and under the immediate directions of the Principal and in accordance with:

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

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

4.1 (c) any policies, procedures, regulations or rules of the Academy Trust Company and/or its Board;

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

4.1 (d) any relevant provisions of the Green Book; and

4.1 (e) any local collective agreements recognised by the Academy Trust Company (which may be listed (non-exhaustive) at Appendix 2) .

4.2 You are expected to be conscientious and loyal to the aims and objectives of the Academy Trust Company and/or the Academy.

4.3 You are to have regard at all times to the Catholic character of the Academy, and not to do anything in any way detrimental or prejudicial to the interest of the same. ONLY LEAVE THIS CLAUSE IN THE CONTRACT IF IT IS FOR A TEACHING ASSISTANT LEVEL 4 - You are required to maintain and develop the Catholic character of the Academy.

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 DUTIES

5.1 You are required to perform the duties of **a Teaching Assistant (Level 1)** in accordance with the immediate directions of the Principal, such duties include, but are not limited to:

5.1.1 **Administration and Organisation:** Under the direction/instruction of senior staff, to provide routine general clerical, administrative and financial support to the Academy.

5.1.2 **To provide additional teaching support for** the child/children as notified to You by the Principal or other Teacher at the Academy. The appointment will terminate on the date specified, or should the child/children leave the Academy (either voluntarily or be subject to a permanent exclusion), on the date of the child/children so leaving, whichever is the earlier. Should it be necessary to terminate this contract prior to the expiry of the fixed term, if applicable, for a reason unconnected with the child leaving the Academy, You will be entitled to not less than Your statutory notice entitlement.

5.1.3 **Supporting and Delivering Learning:** To work under the direct instruction of teaching/senior staff, usually in the classroom with the teacher, to support access to learning for pupils and provide general support to the teacher in the management of pupils and the classroom.

5.1 You are required to perform the duties of **a Teaching Assistant (Level 2)** in accordance with the immediate directions of the Principal, such duties include, but are not limited to:

5.1.1 **Administration and Organisation:** Under the direction/instruction of senior staff, to provide routine general clerical, administrative and financial support to the Academy.

5.1.2 **To provide additional teaching support for** the child/children as notified to You by the Principal or other Teacher at the Academy. The appointment will terminate on the date specified, or should the child/children leave the Academy (either voluntarily or be subject to a permanent exclusion), on the date of the child/children so leaving, whichever is the earlier. Should it be necessary to terminate this contract prior to the expiry of the fixed term, if applicable, for a reason unconnected with the child leaving the Academy, You will be entitled to not less than Your statutory notice entitlement.

5.1.3 **Supporting and Delivering Learning:** To work under the direct instruction of teaching/senior staff, usually in the classroom with the teacher, to support access to learning for pupils and provide general support to the teacher in the management of pupils and the classroom.

5.1.4 **Curriculum/Resource support:** under the instruction/guidance of senior staff, to provide general support in a specific curriculum/resource area, including preparation, and maintenance of resources and support to staff and pupils.

5.1 You are required to perform the duties of **a Teaching Assistant (Level 3)** in accordance with the immediate directions of the Principal, such duties include, but are not limited to:

5.1.1 **Supporting and Delivering Learning:** to work under the guidance of teaching/senior staff and within an agreed system of supervision, to implement agreed work programmes with individuals/groups, in or out of the classroom. This could include those requiring detailed and specialist knowledge in particular areas and will involve assisting the teacher in the whole planning cycle and the management/preparation of resources. Staff may also supervise whole classes occasionally during the short-term absence of teachers. The primary focus will be to maintain good order and to keep pupils on task. If Your duties include supervision You will need to respond to questions and generally assist pupils to undertake set activities.

5.1.2 **Behaviour/Guidance/Support:** working under guidance to provide support in addressing the needs of pupils who need particular help to overcome barriers to learning.

5.1.3 **Administration and Organisation:** under the guidance of senior staff, to be responsible for undertaking administrative, financial, organisational processes within the Academy. To assist with the planning and development of support services.

5.1.4 **Curriculum/Resource support:** under the instruction/guidance of senior staff, to provide general support in a specific curriculum/resource area, including preparation, and maintenance of resources and support to staff and pupils.

5.1 You are required to perform the duties of **a Teaching Assistant (Level 4)** in accordance with the immediate directions of the Principal, such duties include, but are not limited to:

5.1.1 **Supporting and Delivering Learning:** To complement the professional work of teachers by taking responsibility for agreed learning activities under an agreed system of supervision. This may involve planning, preparing and delivering learning activities for individuals/groups or short term for whole classes and monitoring pupils and assessing, recording and reporting on pupils' achievement, progress and development. To be responsible for the management and development of a specialist area within the Academy and/or management of other teaching assistants including allocation and monitoring of work, appraisal and training.

5.1.2 **Behaviour/Guidance/Support:** Under an agreed system of supervision to take a lead role within the Academy to address the needs of pupils who need particular help to overcome barriers to learning.

5.1.3 **Curriculum/Resource Support:** To manage specialist curriculum/resource function, including the allocation and monitoring of work, line management, training and appraisal of support staff and being part of the management team, involved in planning, with budget responsibilities. You are also required to lead on discrete areas and be responsible for the design and delivery of support requiring an advanced level of knowledge.

5.1.4 **Administration and Organisation:** To organise and supervise administrative systems within the Academy. To contribute to the planning, development and monitoring of support services and/or management of support staff, including coordination and delegation of relevant activities.

5.1 You are required to perform the duties of **a Temporary Welfare Assistant** in accordance with Your job description provided to You in accordance with clause 1.

5.1 You are required to perform the duties of **a Classroom Assistant** in accordance with Your job description provided to You in accordance with clause 1.

5.1 You are required to perform the duties of **a Nursery Employee** in accordance with Your job description provided to You in accordance with clause 1.

5.1 You are required to perform the duties of **a Support Staff Member (not Teaching Assistant)** in accordance with Your job description provided to You in accordance with clause 1.

6 PLACE OF WORK

Your normal place of work is at the Academy, or at the premises used from time to time by the Academy, 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.

7 SALARY

7.1 Your salary shall be determined in accordance with the relevant provisions of the Green Book as implemented by the Academy Trust Company and/or its Board in accordance with any local agreements.

7.2 Your current salary is £ ENTER ANNUAL SALARY HERE per annum as per the applicable pay scale ENTER SCALE NO. HERE, spinal column point no. ENTER SPINAL COLUMN POINT NO. HERE paid pro rata for part-time employees. Your salary may be reviewed annually.

7.3 You will also receive the following:

7.3.1 reasonable expenses which You incur in the proper performance of Your duties (in accordance with the Academy Trust Company and/or its Board's expenses claim policy). Such expenses must be properly evidenced in accordance with such policy;

7.3.2 LIST ADDITIONAL ALLOWANCES 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.

7.5 You are entitled to the following payment during periods of Academy closure (e.g. full salary, retainer in accordance with the Green Book etc): ENTER ACADEMY CLOSURE PAYMENT HERE. Such payments may be affected by the application of the Academy Trust Company's and/or Academy's sick pay scheme, maternity/paternity leave scheme etc.

7.6 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, following prior notification to You. Arrangements to repay any over-payments will be made with the intention of avoiding hardship.

8 HOURS OF WORK

8.1 Your normal working hours are ENTER DAYS OF THE WEEK AND START AND FINISH TIME on a term-time only basis over [ENTER NUMBER OF WEEKS] a year with a lunch break each working day of ENTER LENGTH OF LUNCH BREAK .

8.2 Subject to the provisions of the Working Time Regulations 1998 (as amended) You may be required to work such additional hours as may be necessary to enable You to effectively discharge Your duties under this contract.

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

8.4 ENTER ANY OTHER DETAIL/DESCRIPTION PARTICULAR TO THE "HOURS OF WORK". IF THERE ARE NO ADDITIONAL DETAILS, PLEASE DELETE THIS SUB-CLAUSE IN ITS ENTIRETY.

9 HOLIDAYS AND LEAVE OF ABSENCE

9.1 You are entitled to such holidays in accordance with the provisions of the Green Book.

9.2 Holidays should normally be taken during 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.

9.3 Any leave being requested during term-time will require the prior consent of the Principal before being booked.

9.4 The Board, 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 Board on compassionate or other grounds.

9.5 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 Academy's Sickness Absence Policy, a copy of which can be accessed ENTER PLACE HERE and which shall comply with the provisions of the Green Book. Notification of sickness absence must be made in accordance with the Academy's Sickness Absence Policy.

11 MATERNITY LEAVE PROVISIONS

Provisions for maternity leave shall be those set out in the Green Book, without prejudice to any additional rights provided by the Employment Acts and/or agreed locally, where ratified by the Academy Trust Company and/or its 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 Green Book from time to time.

13 PENSIONS AND PENSION SCHEME

13.1 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 Local Government Pension Scheme ("LGPS") or other appropriate pension scheme as notified to You.

13.2 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 **less than 3 months**, You will not be automatically enrolled as a member of the LGPS or other appropriate pension scheme as notified to You. You may elect to opt-in to the LGPS or other appropriate pension scheme and should consult the Academy Trust Company and/or Academy's Pensions Policy, if applicable.

13.3 You may, at any time in the course of Your employment, opt out of the LGPS or other appropriate pension scheme and make alternative arrangements. Notice to do so should be given in accordance with the Academy Trust Company and/or the Academy's Pension Policy.

13.4 A contracting-out certificate is in force which means that the LGPS or other appropriate pension scheme applies in place of the SSPS (State Second Pension Scheme previously known as State Earnings Related Pensions Scheme (SERPS)). If You choose to opt-out of the LGPS or other appropriate pension scheme You will cease to be contracted-out (save insofar as clause 13.3 applies) and, unless You take out Your own contracted-out personal pension, You will have to contribute to SSPS.

14 TRADE UNION MEMBERSHIP

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

15 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES

15.1 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.

15.2 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.

15.3 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 and/or the Academy, or otherwise, and You can access a copy ENTER PLACE.

15.4 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.

16 PERIODS OF NOTICE AND TERMINATION OF CONTRACT

16.1 In the case of a permanent contract, the minimum period of notice to be given to You by the Academy Trust Company to terminate this contract is one week, plus one extra week for the second and subsequent complete years of continuous service up to the twelfth year. After twelve years or more service the minimum period of notice to be given to You by the Academy Trust Company is twelve weeks.

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

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

16.2 You may at any time terminate this contract by giving one month's notice. Such notice must be in writing and may be served by delivering it to the Chair or Clerk or by sending it in a prepaid letter to such Chair or Clerk at his place of residence or care of the Academy.

16.3 It shall be sufficient that any notice given by the Academy Trust Company under this clause 16 shall be signed by the Chair or Clerk on its behalf. Any such notice 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.

16.4 In the event that Your employment is terminated by either party on giving the required notice under this clause 16, 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. The periods of notice specified in this clause 16 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.

16.5 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 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Green Book.

17 HEALTH & SAFETY

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

18 CONFIDENTIALITY

Without prejudice to the Academy'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 may be treated as gross misconduct warranting summary dismissal.

19 INTERPRETATION

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

19.1 'Academy' means the Academy named at the beginning of this contract and includes all sites upon which the Academy undertaking is from time to time being carried out.

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

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

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

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

19.6 'The Chair' means the Chair of the Academy Trust Company and/or its Board appointed from time to time.

19.7 'The Clerk' means the Clerk of the Academy Trust Company and/or its Board appointed from time to time.

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

19.9 '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 (which includes a multi-academy trust).

19.10 'The Green Book' means the "National Agreement on Pay and Conditions of Service for Local Government Services" and includes any subsequent amendments thereto.

19.11 '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.

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

20 COMMENCEMENT OF POST

20.1 Your 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 2010.

20.2 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 and/or its Board at that time; or (c) in order to comply with the Regulations referred to at 20.1 above.

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

This Contract is made this 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 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 WHERE THE EMPLOYEE CAN ACCESS A COPY/COPIES OF SUCH COLLECTIVE AGREEMENTS.

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