



MODEL CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR

A TEACHING ASSISTANT - LEVEL 3

**THIS AGREEMENT IS A CONTRACT
OF EMPLOYMENT BETWEEN**

BISHOP HOGARTH CATHOLIC EDUCATION TRUST

(“THE ACADEMY TRUST COMPANY”)

A CATHOLIC VOLUNTARY ACADEMY TRUST COMPANY IN THE DIOCESE OF

HEXHAM & NEWCASTLE

**HAVING ITS REGISTERED OFFICE AT
THE HEADLANDS, DARLINGTON, DL3 8RW**

IN CONNECTION WITH YOUR EMPLOYMENT AT

SACRED HEART CATHOLIC PRIMARY SCHOOL, HART LANE, HARTLEPOOL TS26 8NL

AND

(NAME)

Of

(ADDRESS)

(“YOU”)

FOR SERVICE AS

A TEACHING ASSISTANT - LEVEL 2

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 a Teaching Assistant (Level 3] ("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 **1ST NOVEMBER 2021**.
- 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 temporary, term time only part time post until 31st August 2022.

4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

4.1 You are employed at the Academy under the directions of the Board and under the immediate directions of the Headteacher 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) Canon Law in relation to the governance and Catholic character of the Academy;

4.1 (d) any policies, procedures, regulations or rules of the Academy Trust Company;

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

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

4.2 You are expected to be conscientious and loyal to the aims and objectives of the Academy Trust Company and 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 interests of the same. You are required to preserve 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 2)** 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 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 shall be determined in accordance with the relevant provisions of the Green Book as implemented by the Academy Trust Company in accordance with any local agreements.
- 7.2 Your current salary is **£19,995** per annum (pro rata) as per the applicable pay scale **Band 6**, spine point no. 6 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, reasonably 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;

7.4 Your salary will be paid on the last working day of the month, in arrears to a bank or building society account of your choice. You will be able to view your payslip on MyHr. 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 Your normal working hours are 27½ hours per week on a term-time only basis over 39 weeks a year with a lunch break each working day. A variation of hours applies to this post but will commence with working Monday to Friday each week.

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. You are entitled to a reasonable work/life balance.

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

8.4 If you are 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 convenience 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.

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 Headteacher 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 Trust Company's Sickness Absence Policy, a copy of which can be accessed on request at the school office and which shall comply with the provisions of the Green Book. Your entitlement to pay during any absence due to sickness or injury is set out in the Green 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 Green 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 Green 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 Local Government Pension Scheme (“LGPS”) or other appropriate pension scheme as notified to You.

14.2 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'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 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 in the school office. 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 in the school office.

- 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 in the school office.
- 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, 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.
- 17.2 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 by hand or by sending it in a prepaid letter to such Chair or Clerk care of the Academy.
- 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 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.

- 17.4 In the event that your employment is terminated by either party on giving the required notice under this clause 17, the Academy Trust Company reserves the right to require you not to attend the Academy during the notice period. In such a case You will be placed on “garden leave” but you will remain employed by the Academy Trust Company and so bound by the terms of this contract of employment until the notice of termination of employment expires. You will keep the Board informed of Your whereabouts (except during periods taken as holiday so as to be available to attend Academy premises or carry out any duties required).
- 17.5 The periods of notice specified in this clause 17 do not apply in the case of summary dismissal for gross misconduct and the Academy Trust Company hereby reserves the right in such a case to dismiss you without notice.
- 17.6 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers’ (Compensation for Redundancy and Premature Retirement) Regulations 2015 (as amended), the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Green Book.
- 17.7 In the event of your contract being terminated by the Academy Trust Company on giving the required notice, the Academy Trust Company reserves the right to pay you in lieu of notice and require you not to attend the Academy Trust Company 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 in the school office.

19 SAFEGUARDING AND CHILD PROTECTION

- 19.1 You will take responsibility for safeguarding the welfare of children 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 in the school office.
- 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.

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 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 21.4 'Catholic' means in full communion with the See of Rome.

- 21.5 'Chair' means the Chair of the Board appointed from time to time.
- 21.6 'The Clerk' means the Clerk of the Board appointed from time to time.
- 21.7 'Diocese' means the diocese in which the Academy is situated as set out at the beginning of this contract.
- 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 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 21.11 '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.
- 21.12 'The Green Book' means the "National Agreement on Pay and Conditions of Service for Local Government Services" and includes any subsequent amendments thereto.
- 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 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 The Post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Independent Schools Standards) (England) Regulations 2014.

- 22.2 This contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the Academy; (b) as a result of a condition specified by the Academy Trust Company; or (c) in order to comply with the Regulations referred to at clause 22.1 above.
- 22.3 This contract is subject to you having a legal right to work in the UK of which you are required to provide acceptable documentary evidence in accordance with the provisions of the Immigration, Asylum and Nationality Act 2006. If the Academy Trust Company cannot verify that you have a right to work in the UK this contract will not take effect. Should the Academy Trust Company become aware that you do not have a legal right to work in the UK, or should your legal right to work in the UK expire during the course of your employment, your contract of employment will be terminated with immediate effect.
- 22.4 The Academy Trust Company operates a Safer Recruitment Policy and Procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the Academy Trust Company remains compliant with legal and regulatory requirements. Your appointment to the Post is subject to you obtaining clearance in our vetting processes. A copy of the Academy Trust Company's Safer Recruitment Policy and Procedure is available in the school office.
- 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.

This Contract is made this **(DATE)**

between

The Academy Trust Company as the Employer

and

(NAME)

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.**