



MODEL CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR

A TEACHING ASSISTANT - LEVEL [INSERT LEVEL HERE]

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

(1) THE GOVERNING BODY OF

ENTER SCHOOL NAME HERE

SITUATED AT

ENTER ADDRESS OF SCHOOL HERE

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

ENTER DIOCESE NAME HERE

("THE GOVERNING BODY")

AND

(2) ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE

("YOU")

FOR SERVICE AS A

TEACHING ASSISTANT

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 **ENTER SCHOOL NAME HERE** ("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 a Teaching Assistant 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 **ENTER DATE HERE**.

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 part time post.

3.2 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 Governing Body 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.

4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

4.1 You are employed in the School under the directions of the Governing Body 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 Trust Deed and the Instrument of Government of the School;

4.1 (c) any policies, procedures, regulations or rules of the Governing Body;

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

4.1 (f) any relevant provisions of the Green Book;

4.1 (g) any local collective agreements recognised by the Governing Body (which are listed at Appendix 2).

4.2 You are expected to be conscientious and loyal to the aims and objectives of the School.

4.3 You are required to preserve and develop the Catholic character of the School.

4.4 You are to have regard at all times to the Catholic character of the School, and not to do anything in any way detrimental or prejudicial to the interests of the same.

- 4.5 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 DUTIES

- 5.1 You are required to perform the duties of a **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 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 relevant provisions of the Green Book as implemented by the Governing Body and/or in accordance with any local agreements.

- 7.2 Your current salary is **£ ENTER ANNUAL SALARY HERE per annum** [inclusive of X days holiday pay/exclusive of X days holiday pay] as per the applicable pay scale **ENTER SCALE NUMBER HERE**, spinal column point no. **ENTER SPINAL COLUMN 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 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 **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 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 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 . [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 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 enjoy 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 opportunity so that Your views can be taken into account. The operational needs of the School 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 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.
- 9.3 Any leave being requested during term-time will require the prior consent of the Headteacher before being booked.
- 9.4 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.
- 9.5 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 Governing Body's Sickness Absence Policy, a copy of which can be accessed **ENTER PLACE HERE**, and which shall comply with the relevant provisions of the Green Book. Your entitlement of 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 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 Green 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 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 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 **ENTER PLACE**. 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 **ENTER PLACE**.

- 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 **ENTER PLACE.**
- 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 the minimum period of notice to be given to You by the Governing Body 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 Governing Body 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 School.
- 17.3 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. 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 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 Green Book where appropriate.
- 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 **ENTER PLACE HERE**.

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 School’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 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. You will familiarise yourself with the School's Disqualification Policy from time to time updated which can be accessed **[ENTER PLACE HERE]**.

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 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 21.2 'Catholic' means in full communion with the See of Rome.
- 21.3 'Chair' means the Chair of the Governing Body appointed from time to time.

- 21.4 'Clerk' means the Clerk of the Governing Body appointed from time to time.
- 21.5 'Diocese' means the diocese in which the School is situated as set out at the beginning of this contract.
- 21.6 'Diocesan Education Service' means the education service provided by the Diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 21.7 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 21.8 'School Day' means a day on which the School is open and children are in attendance, including INSET days.
- 21.9 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 21.10 'The Green Book' means the "National Agreement on Pay and Conditions of Service for Local Government Services" and includes any subsequent amendments thereto.
- 21.11 '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 School is situated.
- 21.12 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.
- 21.13 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 [\[HERE\]](#).
- 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 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 **ENTER DAY of MONTH of YEAR**

Between

The Governing Body as the Employer

and

ENTER EMPLOYEE'S NAME HERE

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

Signed by the Employee: