



MODEL CONTRACT OF EMPLOYMENT

(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)

FOR

A TEACHING ASSISTANT - LEVEL 1

IN A CATHOLIC ACADEMY

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

(1) BISHOP CHADWICK CATHOLIC EDUCATION TRUST

(“THE ACADEMY TRUST COMPANY”)

A CATHOLIC VOLUNTARY ACADEMY TRUST COMPANY IN THE DIOCESE OF

HEXHAM AND NEWCASTLE

HAVING ITS REGISTERED OFFICE AT

**Evolve Business Centre
Cygnet Way, Rainton Bridge South Business Park
Houghton-le-Spring, Tyne & Wear
DH4 5QY**

IN CONNECTION WITH YOUR EMPLOYMENT AT

ST JOSEPH’S CATHOLIC PRIMARY SCHOOL

(“THE ACADEMY”)

AND

(2) ENTER EMPLOYEE'S NAME HERE

Of

ENTER EMPLOYEE'S ADDRESS HERE

(“YOU”)

FOR SERVICE AS

A TEACHING ASSISTANT - LEVEL 1

PREAMBLE

Contract of Employment – Support Staff – Catholic Academy
Effective: September 2013 (updated March 2020)
THE CATHOLIC EDUCATION SERVICE ©

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 1)** at the Academy. Your job description will be provided to You by the Academy Trust Company and may be attached to this contract at Appendix 1. Your job description may from time to time be amended by the Academy Trust Company in consultation with You and, in addition to the duties set out in Your job description, You may from time to time be required to undertake reasonable additional or other duties as necessary to meet the needs of the Academy. The nature of any such additional or other duties will be discussed with You. The terms and conditions of Your employment set out in this contract may be subject to periodical review in consultation with You.

2 COMMENCEMENT OF CONTRACT

- 2.1 The Post commences on **ENTER DATE HERE.**
- 2.2 Your continuous service under the Employment Acts will usually be calculated from the date You started working at the Academy unless Your employment with a previous governing body of a voluntary aided or foundation school or Your employment with a previous academy, or Local Authority, counts as continuous service under the Employment Acts.
- 2.3 For determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with Your service at the Academy in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) and/or the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015 (as amended) as appropriate.

3 DURATION OF CONTRACT

- 3.1 The Post is for a fixed term due to funding to support an identified child, and will end on 31/08/2022 unless ended earlier in accordance with clause 17.1 of this contract. [This appointment will terminate on the date specified, or should the child/children leave the School (either voluntarily or as a result of a permanent exclusion), on the date of the child/children so leaving, whichever is the earlier.]

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 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) 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

4.1 (f) any local collective agreements recognised by the Academy Trust Company (which are listed at Appendix 2) .

- 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 1) 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 £14,485.87 (£18,562 pro rata) per annum as per the applicable pay scale Band 3. 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 25th day of every month in arrears by bank transfer to a bank or building society account of Your choice. You will be able to view Your payslip online via My View. Printed payslips will only be available in exceptional circumstances or where You have an accessibility issue due to a disability.

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 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 Monday to Friday, 8.30am to 3.30pm on a term-time only basis with 30 minutes 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. 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 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.
- 9.6 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.

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 the school website](#) 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 [on the school website](#). 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 [on the school website](#).
- 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 [on the school website](#).
- 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 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.
- 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 **on the school website.**

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 **on the school website.**
- 19.2 You are required to inform the Board immediately if You are the subject of a referral to the Disclosure and Barring Service (DBS), charged or convicted of any criminal offence or in receipt of a police caution, reprimand or warning; or if there is a formal child protection investigation in relation to You.
- 19.3 Disclosure of a criminal conviction will not necessarily debar You from employment with the Academy Trust Company depending on the nature of the offence, how long ago it was and what age You were when it was committed and any other factors that may be relevant to this appointment. Failure to declare a conviction, caution or bind-over may disqualify You from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.

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 **on the school website.**
- 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 **ENTER DAY of MONTH of YEAR**

between

The Academy Trust Company as the Employer

and

ENTER EMPLOYEE'S NAME HERE

Signed by Chair/Clerk (on behalf of the Academy Trust Company):.....

Signed by the Employee:.....

Appendix 1

JOB DESCRIPTION

POST TITLE: Teaching Assistant, Term Time Only - Level 1

GRADE: Band 3

RESPONSIBLE TO: SEND Co-ordinator

Overall Objectives of the Post:

To work under the instruction/guidance of teaching/senior staff to undertake work/care/support programmes, to enable access to learning for pupils and to assist the teacher in the management of pupils and the classroom. Work may be carried out in the classroom or outside the main teaching area. Assist the teacher in the preparation of resources. The primary focus will be to maintain good order and to keep pupils on task.

Key Tasks of the Post:

1. You will provide support to pupils. You will:

- Supervise and provide particular support for pupils, including those with special needs, ensuring their safety and access to learning activities
- Establish constructive relationships with pupils and interact with them according to individual needs
- Promote the inclusion and acceptance of all pupils
- Encourage pupils to interact with others and engage in activities led by the teacher
- Set challenging and demanding expectations and promote self-esteem and independence
- Provide feedback to pupils in relation to progress and achievement under guidance of the teacher

2. You will provide support for the Teacher. You will:

- Create and maintain a purposeful, orderly and supportive environment, in accordance with lesson plans and assist with the display of pupils' work
- Use strategies, in liaison with the teacher, to support pupils to achieve learning goals
- Monitor pupils' responses to learning activities and accurately record achievement/progress as directed
- Provide detailed and regular feedback to teachers on pupils achievement, progress, problems etc.
- Promote good pupil behaviour, dealing promptly with conflict and incidents in line with established policy and encourage pupils to take responsibility for their own behaviour
- Establish constructive relationships with parents/carers
- Assist the Teacher in the administration of routine tests and invigilate exams and undertake routine marking of pupils' work

3. You will provide support for the curriculum. You will:

- Undertake structured and agreed learning activities/teaching programmes, adjusting activities according to pupil responses
- Undertake programmes linked to local and national learning strategies e.g. literacy, numeracy, early years recording achievement and progress and feeding back to the teacher
- Support the use of ICT in learning activities and develop pupils' competence and independence in its use
- Prepare, maintain and use equipment/resources required to meet the lesson plans/relevant learning activity and assist pupils in their use

4. You will provide support for the school. You will:

- Be aware of and comply with policies and procedures relating to child protection, health, safety and security, confidentiality and data protection, reporting all concerns to an appropriate person
- Be aware of and support difference and ensure all pupils have equal access to opportunities to learn and develop
- Contribute to the overall ethos/work/aims of the school
- Appreciate and support the role of other professionals
- Attend and participate in relevant meetings as required
- Participate in training and other learning activities and performance development as required
- Assist with the supervision of pupils out of lesson times, including before and after school and at lunchtime
- Accompany teaching staff and pupils on visits, trips and out of school activities as required and take responsibility for a group under the supervision of the teacher

All employees have a responsibility to undertake training and development as required. They also have a responsibility to assist, where appropriate and necessary, with the training and development of fellow employees.

All employees have a responsibility of care for their own and others' health and safety.

The above list is not exhaustive and other duties may be attached to the post from time to time. Variation may also occur to the duties and responsibilities without changing the general character of the post.

Appendix 2

Staff policies are available at www.bccet.org.uk and www.stjosephsjarrow.co.uk