



THIS AGREEMENT IS A CONTRACT  
OF EMPLOYMENT BETWEEN

**THE GOVERNING BODY OF**

St Joseph's RC High School

**A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF**

Salford

**SITUATED AT**

St Joseph's RC High School

(“THE GOVERNING BODY”)

**AND**

*NAME*

(“YOU”)

FOR SERVICE AS A SUPPORT STAFF MEMBER

This is the Principal Statement of the main terms of your employment which is given to «Title» «First Name» «Surname» of «Address Line 1», «Town or City», «Postcode» in accordance with Section 1 of the Employment Rights Act 1996 by your employer the Governing Body of «Organization Name». It should be read in conjunction with the Governing Body's Disciplinary and Grievance Procedures and any other policies and procedures the Governing Body has adopted. This Statement together with adopted policies and procedures constitutes your contract of employment with the School.

## **1 INTRODUCTION**

1.1 You are appointed by the Governing Body to serve as a Support Staff Member ("your post") at the School.

## **2 COMMENCEMENT OF CONTRACT**

2.1 Your post commences on «Effective Date».

2.2 For the purpose of determining statutory entitlements, your employment commenced on «Start Date». This is the date you started working at the School unless employment with a previous Governing Body of a Voluntary Aided or Foundation School or Local Authority ("LA") 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 School in accordance with the Redundancy Payments (Local Government) Modification Order 1999 (as amended). This date will also be used in calculating your entitlements to annual leave, sick pay and under the maternity leave and pay scheme as set out in the Green Book.

## **3 DURATION OF CONTRACT**

3.1 Your post is a «Contract Basis» and your normal working hours are «Working Hours». Your contract type is «Contract Type».

3.2 This post is offered on a fixed term contract for the reason of «Fixed Term Reason». The post will start on the «Effective Date» and end on the «Fixed Term End Date». The Head Teacher reserves the right to terminate this contract before the expiry date should the permanent post holder return earlier than expected or if there is a reduction in workload. You will receive written notice to this effect.

3.3 This post is subject to a probationary period of six months.

## **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 Head Teacher and in accordance with:

4.1.1 the provisions of the Education Acts and any Regulations made thereunder;

4.1.2 the Trust Deed and the Instrument of Government in force for the School;

4.1.3 any regulations or policies adopted by the Governing Body; and,

4.1.4 to the extent that they are compatible with 4.1.1 to 4.1.3 above, and relevant provisions of the Green Book.

4.2 You are required to maintain the Catholic character of the School.

4.3 You are expected to be conscientious and loyal to the aims and objectives of the School, having regard at all times to the Catholic character of the School, and not to do anything detrimental or prejudicial to the interest of the same.

## **5 DUTIES**

5.1 You are required to perform the duties of a Support Staff Member in accordance with the immediate directions of the Head Teacher. A job description describing your role and its duties is available from school. It may be subject to annual review after consultation with you.

## **6 PLACE OF WORK**

6.1 Your place of work is the School but 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.

## **7 SALARY**

7.1 Your salary shall be determined in accordance with relevant provisions of the Green Book as implemented by the Governing Body and/or in accordance with any local agreements.

7.2 Your full time equivalent salary is «FTE Salary» per annum as per the NJC pay scale «Grade Name» and spinal point «Current SCP». Your actual salary is «Actual Salary» per annum. Your salary will be reviewed annually.

**You will also receive the following allowances**

7.3 Your salary will be paid monthly in arrears, on the 18<sup>th</sup> day of each calendar month or earlier if this date is a weekend or Bank Holiday. Payments will be made by credit transfer into a bank or building society account of your choice.

7.4 Subject to the provisions of the Working Time Regulations 1998 (as amended), you may be required to work such additional hours as may be needed to enable you to discharge your professional duties effectively.

7.5 If you necessarily incur additional expenses in the course of your work in respect of travel or other previously agreed expenditure the Governing Body will reimburse you, subject to appropriate evidence of expenditure being provided, in accordance with the Governing Body's policy.

7.6 Your entitlement to pay during periods of school closure may be affected by the application of the sick pay scheme, maternity leave etc.

7.7 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,

## **8 HOURS OF WORK**

8.1 Your normal working hours are «Working Hours».

## **9 HOLIDAYS AND LEAVE OF ABSENCE**

9.1 Holidays will normally be taken during periods of school closure and exceptions to this i.e. leave being requested during term time will require the prior agreement of the Head Teacher before being taken. The Governing Body, or in the 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.

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

## **10 SICKNESS AND SICK PAY**

10.1 You shall comply with the provisions for dealing with incapacity for work due to sickness or injury which are contained in the Governing Body's Sickness Absence Procedure, a copy of which is available on request and which shall comply with the relevant provisions of the Green Book. You shall notify your senior staff member on your first day of absence as soon as reasonably practicable and, if possible, not later than 10am. Sick pay shall be calculated in accordance with the relevant provisions of the Green Book.

## **11 MATERNITY LEAVE PROVISIONS**

11.1 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**

12.1 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 You may be eligible to join the Local Government Pension Scheme. A contracting-out certificate is in force for the Local Government Pension Scheme. From 1 April 2008 to be eligible to join the Scheme you have to be under the age of 75 and have a contract of employment that is for at least 3 months.

13.2 Alternatively, local agreements may be applicable in respect of your pension arrangements/schemes.

13.3 The Head Teacher will provide you with details of any relevant pension scheme upon request.

#### **14 TRADE UNION MEMBERSHIP**

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

#### **15 DISCIPLINARY, GRIEVANCE AND CAPABILITY PROCEDURES**

15.1 The disciplinary rules and procedures governing your employment are set out in the Governing Body's Disciplinary Procedure from time to time in force, notified to staff.

15.2 In the event that you have any grievance concerning your employment you should refer to the Grievance Procedure.

15.3 Your appointment is subject to performance review and in the event that you do not achieve the standards expected by the Governing Body, the School's Capability Procedure (as in force from time to time) will apply.

15.4 The Governing Body has the right to alter these procedures from time to time as it thinks fit and up to date copies are available upon request from the School.

#### **16 PERIODS OF NOTICE AND TERMINATION OF CONTRACT**

16.1 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 12 weeks.

16.2 It shall be sufficient that any notice given by the Governing Body under this clause shall be signed by the Chair or Clerk on their behalf. Any such notice may be served by delivering it to you or by leaving it at you last known place of residence or by sending it in a prepaid letter addressed to you at that place.

- 16.3 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 School.
- 16.4 The periods of notice specified above do not apply in the case of dismissal for gross misconduct and the Governing Body reserves the right 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**

- 17.1 You will familiarise yourself with and follow the Council's/Schools/College's policy on Health and Safety at work (and subsequent revisions).

## **18 CONFIDENTIALITY**

- 18.1 Without prejudice to the Governing Body's Whistle Blowing procedure, you may not during or after the 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 School. Breach of this clause may be treated as gross misconduct.

## **19 INTERPRETATION**

- 19.1 In this Contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-
- 19.2 'Catholic' means part of or appertaining to the Roman Catholic Church.
- 19.3 'Employment Acts' includes the Employment Rights Act 1996.
- 19.4 'School' means the school or college named at the beginning of this Contract and includes all sites upon which the school undertaking is from time to time being carried out.
- 19.5 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996, as amended.

- 19.6 'The Green Book' means the codified document, produced by the National Joint Council for Local Government Services in July 1997 entitled "National Agreement on Pay and Conditions of Service" and includes any subsequent amendments thereto;
- 19.7 '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.
- 19.8 References to any statutory enactment, instrument or order include any subsequent amending 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 (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended).
- 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 School; (b) as a result of a condition specified by the Governing Body at that time; or (c) in order to comply with the above Regulations.
- 20.3 This post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.
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This Contract was made today

«Today's Date»

Between The Governing Body as employer

and «Tittle» «First Name» «Surname»

Signed .....

Chair / Clerk

(For and on behalf of the Governing Body)

Signed .....

Employee