

# KIRKLEES COUNCIL

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**SECTION: ALL SCHOOLS MODEL – ACTIVITY SUPPORT**

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**JOB TITLE: ACTIVITY SUPPORT ASSISTANT  
(LUNCHTIME SUPERVISION)**

**GRADE: 3**

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## **PURPOSE OF JOB**

Working as part of a team to be responsible, through the Activity Support Officer for the supervision of students/pupils on the school site throughout the midday break (the interval between the close of morning school and the re-commencement of school in the afternoon).

To assist in securing the health, safety, welfare and good conduct of pupils. To support activities and good behaviour in accordance with the practices and procedures of the school.

## **KEY AREAS**

1. Supervision of Pupils on School Premises
2. Promoting Positive Behaviour
3. Promoting Personal and Social Skills
4. Appropriate Communication
5. General

## **DUTIES AND RESPONSIBILITIES**

1. **Supervision of Pupils on School Premises**
  - 1.1 To supervise areas, both indoors and outdoors, where students/pupils congregate during lunchtime, maintaining Health & Safety practices.
  - 1.2 Taking account of relevant practices and procedures, to supervise and monitor activity areas, corridors, toilets, classrooms etc as required.
  - 1.3 To supervise students/pupils eating their meal on school premises, in specified areas set aside for dining purposes which includes issues such as dealing with spillages.
  - 1.4 To supervise queues waiting to enter specified dining areas.

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- 1.5 To undertake the personal care of students/pupils including toileting, dressing, sickness, as appropriate.
- 1.6 Where required, to assist in the bringing food to, and feeding children unable to feed themselves.

## 2. Promoting Positive Behaviour

- 2.1 To encourage positive behaviour through implementation of school's behaviour policies and practice and dealing with incidents as directed.
- 2.2 To encourage students/pupils understanding and knowledge of the impact of their actions within the remit of Health and Safety.
- 2.3 Assist within the parameters of school positive behaviour practices and procedures, assist as appropriate to promote the maintenance of Health and Safety.
- 2.4 To provide information to the Activity Support Officer for the recording of incidents or occurrences.

## 3. Promoting Personal and Social Skills

- 3.1 To encourage students/pupils to maintain hygiene standards (eg. washing hands after toileting)
- 3.2 To encourage students/pupils to leave all areas in a tidy condition.
- 3.3 To encourage good relations between students/pupils and adults through informal discussion and play situations.
- 3.4 As appropriate to organise the distribution and collection of lunchtime equipment and supervise activities where necessary. (*apply to primary/middle schools only*)
- 3.5 To be actively involved and encourage lunchtime games. (*apply to primary/middle schools only*)
- 3.6 To encourage and develop social skills such as mutual respect and trust.
- 3.7 To be aware of cultural and social factors which may have an effect on the supervision of the students/pupils.

## 4. Appropriate Communication

- 4.1 To report accidents or other occurrences such as child protection issues immediately to the Activity Support Officer.
- 4.2 As necessary, pass on verbal or written information to the Activity Support Officer or appropriate staff.

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4.3 To liaise with the kitchen staff as appropriate for issues related to lunchtime supervision.

## 5. General

5.1 As part of your wider duties and responsibilities you are required to promote and actively support the Councils responsibilities towards safeguarding. Safeguarding is about keeping people safe and protecting them from harm, neglect, abuse and injury. It is about creating safe places, being vigilant and doing something about any concerns you might have. Safeguarding relates to everyone who may be vulnerable, not just the very old and the very young.

Please click [here](#) to read our safeguarding policy.

Alternatively go to <http://www.kirklees.gov.uk/beta/working-for-kirklees/about-kirklees.aspx>

5.2 Carry out your duties with due regard to current and future School's/LA's policies, procedures and relevant legislation. These will be drawn to your attention in your appointment letter, your statement of particulars, induction, on going performance development and through School communications.

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**RESPONSIBLE TO:** ACTIVITY SUPPORT OFFICER

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**RESPONSIBLE FOR:** NONE

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<b>JD Reference No</b>	SS/AS03/LS
<b>JD Prepared / Amended</b>	OCT 2009
<b>Refers to Estab(s)</b>	

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## **CES Guidance**

### **CES Model Application Forms and Supplementary Forms**

#### **Notes to Applicants**

These Notes accompany the relevant CES Model Application Forms for each category of employee and:

- the Model Recruitment Monitoring Form;
- the Model Rehabilitation of Offenders Act 1974 – Disclosure Form; and
- the Model Consent to Obtain Reference Form,

together referred to as the “supplementary forms”.

Where there is a distinction between categories of employee to which these Notes apply, it will be clearly highlighted.

Applicants are advised to read through these Notes fully before completing the Application Form and the supplementary forms.

Applicants are advised that references to School/College in the Application Forms, the supplementary forms and these Notes to Applicants includes Academies. Further, references to Governing Body in those documents include an Academy Trust Company, a Multi Academy Trust Company and/or its Governing Body/Board of Directors/Local Governing Body as appropriate.

#### **TECHNICAL INSTRUCTIONS**

1. Depending on the recruiting school/college’s own requirements applicants may complete the Application Form and supplementary forms in three ways:
  - Completion and submission electronically;
  - Completion electronically, printing and submitting hardcopy via post, by fax or by scanning and emailing;
  - Printing off and completing in handwritten format, then submitting by post, by fax or by scanning and emailing.
2. Where applicants complete the Application Form and supplementary forms and submit by post, written acknowledgement of receipt will only be provided where the applicant has supplied a stamped addressed envelope with their posted application.

## **GENERAL INFORMATION**

Applicants must ensure that they are using the most up to date version of the Application Form and supplementary forms. Where there is any doubt, applicants should contact the school/college where the position applied for is based, or the contact person mentioned in the details of the post.

Applicants are reminded that this is an application for a post in a Catholic Voluntary Aided School / Catholic Voluntary Academy / Catholic Voluntary Multi Academy Trust (if applicable) where the Governing Body / Academy Trust Company / Multi Academy Trust Company is the employer and that the post will be subject to the terms and conditions of the appropriate CES model contract of employment. A copy of the relevant contract will be provided to the applicant if they are shortlisted for interview.

Applicants should note that, in accordance with the safeguarding vulnerable groups' regime, it is their responsibility to have made any necessary registrations relevant at the time of making this application, which are required for people working or volunteering with children. Accordingly, applicants are put on notice that any offer of employment made will be conditional upon the results of checks from the Disclosure & Barring Service ("the DBS") and Teacher Services (regarding teacher prohibition/disqualification from working with children and young people).

Before signing the application form, applicants must ensure that every section has been completed. **Failure to complete all relevant sections may result in an application being rejected.**

All Application Forms, supplementary forms and any relevant documentary evidence should be sent to the school/college where the position applied for is based, or as instructed in the details of the post. **Applicants should not return any Application Form and/or supplementary forms and/or any relevant documentary evidence to the CES.** Any applications received by the CES will not be forwarded or returned but shall be securely disposed of.

## **THE APPLICATION FORM – GUIDANCE ON COMPLETING SPECIFIC SECTIONS**

Applicants are advised that the Governing Body complies with the School Standards and Framework Act 1998 and the Equality Act 2010.

### **Details of the Role Applied For:**

Please complete this section of the form by ticking the relevant boxes.

### **Personal Details:**

Please tick the relevant box in order to indicate how you would prefer to be contacted.

Where you have obtained qualified teacher status from a jurisdiction other than England or Wales please insert your membership number for the relevant teaching profession regulator and provide details of the specific regulator.

Support staff and Lay Chaplain Application Forms only – if you have not obtained qualified teacher status please leave this section blank.

### **Details of Present Employment**

If you are not currently employed please tick the box that says “no” and proceed to next section.

### **Employment History**

Applicants should provide full and accurate details of relevant employment history and professional or work experience. They should not repeat the information provided (if applicable) relating to present employment. Where the applicant is a student seeking a first time appointment they should provide details of all teaching practice to date (if applicable).

### **Other Employment/Work Experience**

Applicants should provide details of all other employment and paid or unpaid experience after the age of 18 (e.g. employment unrelated to the teaching profession, voluntary work etc).

Applicants must ensure that there are no gaps in the chronology of their education and/or employment history from the age of 18 to the present day and space has been provided on the form for this information. Failure to provide a full account may lead to an application being rejected.

Applicants must declare whether they have ever been ordained and/or been a member of a religious community. Where the answer to this question is ‘yes’, the Applicant must provide full details and expect that this will be discussed in more detail if they are successfully shortlisted for interview, more particularly in relation to their Canonical status and whether the Applicant is subject to any restrictions which may affect their suitability for appointment to the post applied for.

### **Post-11 Education and Training**

Applicants should provide details of education received in this country and/or abroad, academic vocational qualifications obtained including degrees, with class and division, and Teacher Certificates. Applicants must include postgraduate and professional qualifications. Applicants are advised that they may be required to produce evidence of qualifications attained. Please ensure that all relevant classifications and grades are included.

Catholic Certificate in Religious Studies (“CCRS”) – this was formerly known as the Catholic Teachers’ Certificate and Certificate in Religious Education.

Teacher post Application Forms only – please state which subjects you are qualified to teach including other subjects for which you may have experience to teach. Please also provide details of any other specialisms and special areas of teaching interest.

Senior Leadership posts only - the CES recognises that NPQH is no longer a mandatory requirement in England but applicants should still provide details of NPQH where requested in the Application Form as a potentially desirable qualification. Applicants for Headteacher posts in Wales must provide details of NPQH as this remains a mandatory requirement for first Headship appointments.

### **Supporting Statement**

Applicants should ensure that their supporting statement is clear and concise and does not exceed 1,300 words. It is preferable, although not compulsory, that the supporting statement is typed rather than handwritten.

## **References**

All applicants are required to provide details of at least two, and up to three, referees. A referee who is a current or former employer must have full access to the applicant's personnel records. This is in order to ensure that the information provided is accurate.

There may be situations where the referee does not have full access to an applicant's records for data protection and privacy reasons. If that is the case, the referee will need to be in a position to complete the reference to an acceptable standard with information relating to the applicant's dates of employment. All posts are subject to satisfactory references.

It is the applicant's responsibility to ensure that they have obtained their nominated referees' explicit consent to pass on their contact details to the school. Not only is this a matter of courtesy but ensures that the General Data Protection Regulation is being complied with. **Please also complete the Consent to Obtain References Form and return it with your application.**

Applicants must advise the school/college if they do not want them to contact any of their referees and provide reasons. For example, where applicants are currently employed, they may not wish the school/college to contact their employer until such time that they have given notice to terminate their employment.

Applicants are advised that schools/colleges designated with a religious character in England and Wales are permitted by law to require certain posts to be filled by practising Catholics. In certain specific circumstances, it is possible that a temporary post may be filled by a person who is not a practising Catholic and there is no intention to deter suitable applicants from expressing their interest.

**Senior Leadership posts** – Applicants are advised that the 'Memorandum on Appointment of Teachers To Catholic Schools' (amended September 2014), provides that 'the posts of Headteacher or Principal, Deputy Headteacher or Deputy Principal and Head or Coordinator of Religious Education are to be filled by practising Catholics'. The Memorandum may be viewed by visiting the CES's website at: <http://www.catholiceducation.org.uk/employment-documents/bishops-memorandum/item/1000049-memorandum-on-appointment-of-teachers-to-catholic-schools>

**Teacher posts** – Applicants are advised that schools/colleges are entitled to give priority to Catholic applicants. A higher degree of priority may be given to practising Catholic applicants but applications from all Catholic applicants (whether practising or not) are eligible to be given priority over applicants who are not Catholic. Nevertheless, applicants who are not Catholics are welcome to apply.

**Support Staff posts** – Applicants are advised that schools/colleges (in England only) are entitled to give priority to Catholic applicants where it can be demonstrated that attaching this requirement to a particular post is a proportionate means of achieving a legitimate aim (commonly known as a "genuine occupational requirement"). The recruitment documentation should make clear whether this requirement applies to the post.

**Definition of "practising Catholic"** - Schools/colleges may provide guidance to the applicant regarding the definition of a "practising Catholic" with the application pack and/or in the event that the applicant is shortlisted for interview.

**In summary, all suitably qualified Catholic applicants, regardless of the teaching post for which they are applying, are eligible to be given preference over applicants who are not Catholic. Practising Catholic applicants should nominate their Parish Priest as one of their referees. Those applicants applying for the permanent Senior Leadership posts referenced in the Memorandum must provide such details.**

For other teaching posts, Catholics who do not consider themselves to be “practising” may provide a copy of their baptism certificate with their application form, instead of providing a Priest’s reference. Alternatively, they should provide details of the name and address of the Parish where they were baptised and the date of their baptism. For support staff posts, the recruitment documentation should make clear whether being a Catholic is a requirement for the post.

In the event that an applicant is appointed, any failure to disclose the existence of a relationship, whether it be by marriage, blood or as co-habitee, between the applicant or their spouse/civil partner/partner with a member, or an employee, of the Governing Body of the school/college where the post is situated may be considered a disciplinary offence warranting summary dismissal.

### **Immigration, Asylum and Nationality Act 2006**

In accordance with the legal requirements of the Immigration, Asylum & Nationality Act 2006 (“the 2006 Act”) (as amended) the Governing Body is under a legal duty to require all members of staff to provide documentary evidence of their entitlement to undertake the position applied for and to ensure that they have an ongoing entitlement to live and work in the UK. These checks need to be carried out for every person the Governing Body employs regardless of race, ethnicity or nationality. Therefore, on conditional offer of employment, and before a successful applicant commences their post, they must provide supporting evidence of their right to live and work in the UK. Generally speaking, the provision of one of the documents listed below will be sufficient proof but applicants are advised to consider the UK Visas and Immigration requirements for preventing illegal working in the UK for a full list of documents that may prove such entitlement which can be found on the Home Office’s website.

The most common proof of entitlement documents are:

- (a) A passport showing that the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- (b) A passport or national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- (c) A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- (d) A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- (e) A current Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- (f) A current passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.

- (g) A current Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no limit on their stay in the UK, together with an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- (h) An online right to work check demonstrating that the applicant has either pre-settled or settled status.

The above list is non-exhaustive.

### **IMMIGRATION ACT 2016**

Part 7 of the above Act places a legal duty on those recruiting staff to work in public facing roles within the public sector. Public facing roles within the public sector would include leadership teams, teachers, support staff and others employed to work in state schools. The said duty is to ensure that the applicant is fluent in English or Welsh, as applicable.

The government has produced a code of practice to guide employers on how to implement the requirement without breaching the provisions of the Equality Act 2010.<sup>1</sup>

It is important not to discriminate on the basis of accents and dialects, as this could amount to discrimination on the grounds of race. Note that there is no requirement to test existing staff who are already employed at the school and the code of practice should be considered when recruiting new applicants.

### **Declaration**

The Governing Body has a duty to make a report where the applicant provides false information in prescribed circumstances in accordance with the Education Act 2002.

### **SUPPLEMENTARY FORMS**

#### **Model Recruitment Monitoring Form**

Applicants are not required to complete the Recruitment Monitoring Form, however, if they do, they will be helping the school/college to fulfil its duties under the Equality Act 2010.

The Recruitment Monitoring Form will be used purely for monitoring and statistical purposes and will not form part of the application or the recruitment process. The persons involved in the recruitment process will not have sight of the completed Recruitment Monitoring Form.

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<sup>1</sup> See:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/573013/english\\_language\\_requirement\\_public\\_sector\\_workers\\_code\\_of\\_practice\\_2016.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/573013/english_language_requirement_public_sector_workers_code_of_practice_2016.pdf)

Where applicants wish to complete the Recruitment Monitoring Form they should return it *with* their completed application but in a *separate* sealed envelope clearly marked “Confidential – F.A.O: Recruitment Monitor”.

### **Model Rehabilitation of Offenders Act 1974 – Disclosure Form**

As the position applied for gives privileged access to vulnerable groups, we require all applicants attending interview to disclose all spent convictions and cautions under the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 unless it is a “protected” conviction/caution under the amendments made to the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (in 2013) and, therefore, not subject to disclosure.

**If you are invited for interview**, please bring The Disclosure Form with you to the interview in a **separate, sealed envelope** clearly marked “Confidential – Rehabilitation of Offenders Act 1974 – Disclosure Form”. You will be asked to hand the form to the interviewer at the end of the interview.

Guidance on the filtering of “protected” convictions and cautions can be accessed on the Disclosure and Barring Service website.

The Disclosure Form will only be seen by those persons within the school/academy/college and/or Governing Body / Academy Trust Company / Multi-Academy Trust Company who are required to see it as part of the recruitment process if you are the preferred / one of the preferred candidates for the position.

### **Model Consent to Obtain References Form**

Please ensure that you complete and return the Consent to Obtain References Form with your completed application.

If you have any further questions in relation to the position applied for please contact the school / college where the position applied for is based or contact the individual named on the advertisement for the post.



## MODEL DISQUALIFICATION POLICY FOR STAFF

### TO WHOM DOES THIS POLICY APPLY?

- ❖ Staff who provide early years childcare (this covers the age range from birth until 1 September following a child's fifth birthday i.e. up to and including reception age). This includes education in nursery and reception classes and / or supervised activity (such as breakfast clubs, lunchtime supervision and after school care provided by the school) both during and outside of school hours for children in the early years age range;
- ❖ Staff who provide later years childcare (this covers children above reception age but who have not attained the age of 8) in nursery, primary or secondary school). This does not include education or supervised activity for children above reception age during school hours but it does include before school settings such as breakfast clubs and after school provision; and
- ❖ Staff who are directly concerned in the management of such childcare.

We are required to advise all relevant staff to read and adhere to the rules of this Policy. Please refer to your Designated Safeguarding Lead if you have any questions regarding the applicability of this Policy to you.

The term School(s) used throughout this Policy means Catholic Schools and Academies.

### KEY LEGISLATION AND GUIDANCE:

Key legislation and guidance on whether you are a 'Disqualified Person' can be requested from your Designated Safeguarding Lead and includes the following:

1. Childcare Act 2006: sections 75 and 76 ("The 2006 Act")
2. The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 ("The 2018 Regulations").
3. Disqualification under the Childcare Act 2006: Statutory Guidance published in August 2018 ("The August 2018 Statutory Guidance"): specifically Tables A and B which set out the relevant offences and orders.

### ARE YOU A DISQUALIFIED PERSON AND THEREFORE DISQUALIFIED FROM WORKING HERE?

A person may be disqualified pursuant to the 2006 Act and the 2018 Regulations because:

- they are on the Children’s Barred List (for which the school will carry out a Disclosure and Barring Service check);
- they have been cautioned for or convicted of certain violent and sexual criminal offences against children and adults;
- there are grounds relating to the care of children (including where an order is made in respect of a child under a person’s care, including their own children);
- they have had registration refused or cancelled in relation to childcare or children’s homes or been disqualified from private fostering;
- They have committed an offence overseas, which would constitute a disqualifying offence under the 2018 Regulations had the offence been committed in the United Kingdom.

### **WHAT WE CAN’T ASK FOR FROM YOU:**

The August 2018 Statutory Guidance states that:

- We must not knowingly employ a person who is a Disqualified Person;
- We should not ask for medical records, details about convictions of household members, DBS certificates from third parties, or copies of a person’s criminal record;
- We should not ask staff or third parties to make requests for any person’s criminal records, as this will amount to an enforced subject access request and is an offence under section 184 of the Data Protection Act 2018;
- Substantive details of criminal record checks should not be retained without the consent of the individual and information that is not relevant should be destroyed. Where you do not consent to such data being held, we will only record the date the declaration was made, details of any safeguarding restrictions and whether or not an Ofsted waiver has been granted.

### **WHAT TO DO IF YOU ARE A DISQUALIFIED PERSON?**

Declare how and why you are disqualified to your Designated Safeguarding Lead immediately.

**It is a criminal offence for a Disqualified Person to be involved in childcare in any of the categories set out above.**

### **CAN I APPLY FOR A WAIVER FROM DISQUALIFICATION?**

Only the Disqualified Person can apply to Ofsted for a waiver, we cannot do it on your behalf.

### **YOUR ONGOING OBLIGATION**

You must notify the Designated Safeguarding Lead immediately of anything that affects your qualification to work in the school, including any future cautions, warnings, convictions, orders or other determinations made that would disqualify you pursuant to the 2018 Regulations.

You have an **ongoing obligation** to report to the Designated Safeguarding Lead if you become a Disqualified Person (or have reason to believe that you may be a Disqualified Person) at any stage during your employment.

**ACKNOWLEDGEMENT**

I have read and understood this Disqualification Policy. I understand the obligations on me set out in it and will comply with it

Name.....

Date.....

**PLEASE NOTE THAT IF YOU ARE A DISQUALIFIED PERSON AND FAIL TO CONTACT YOUR DESIGNATED SAFEGUARDING LEAD YOU MAY BE SUBJECT TO DISCIPLINARY ACTION AND MAY NOT BE PERMITTED TO CONTINUE WORKING IN THIS SCHOOL.**

**CONTRACT OF EMPLOYMENT**  
**(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)**  
**FOR**  
**A SUPPORT STAFF MEMBER (NOT TEACHING ASSISTANT)**  
**BEING**  
**LUNCHTIME SUPERVISOR**  
**IN A CATHOLIC SCHOOL**

**THIS AGREEMENT IS A CONTRACT  
OF EMPLOYMENT BETWEEN  
(1) THE GOVERNING BODY OF  
ST. PAULINUS CATHOLIC PRIMARY SCHOOL  
SITUATED AT  
TEMPLE RD.  
DEWSBURY  
WEST YORKSHIRE  
WF13 3QE**

**A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF  
NONE  
("THE GOVERNING BODY")**

**AND**

**(2) ANONYMOUS**

**OF**

**("YOU")**

**FOR SERVICE AS A  
LUNCHTIME SUPERVISOR**

## **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 St. Paulinus Catholic Primary School ("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 LunchTime Supervisor ("the Post") 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 28 September 2020.

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 for a fixed term due to in the first instance, it may continue as per the school's requirements, and will end on 31 August 2021 unless ended earlier in accordance with clause 17.1 of this contract.

### **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 the Catholic character of the School;

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

4.1 (e) any relevant provisions of the Green Book.

4.1 (f) 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. You are required to maintain and develop the Catholic character of the School.

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 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 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 £ per annum exclusive of holiday pay as per the applicable pay scale Grade 3, spinal column point no. 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, 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 15th of the month in arrears by Direct Deposit to a bank or building society account of Your choice. You will be able to view Your payslip . 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 Monday - Friday 11:30am - 12:45pm on a term-time only basis over 38 weeks per year.
- 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.
- 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 Governing Body's Sickness Absence Policy, a copy of which can be accessed in the Staff Handbook, 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 the 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 in the Staff Handbook. 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 in the Staff Handbook.

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 in the Staff Handbook.

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 fixed-term contract Your employment will terminate automatically on the date specified in Clause 3.1 unless Your employment is terminated by the Governing Body 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 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 in the Staff Handbook.

## **19 SAFEGUARDING AND CHILD PROTECTION**

- 19.1 You will take responsibility for safeguarding the welfare of children in line with Your professional duty and 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 in the Staff Handbook.
- 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.

## **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 operate 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 in the Staff Handbook.

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                      day of                      20

Between

The Governing Body as the Employer

And

Anonymous

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

Signed by the Employee:.....



## **EQUALITY ACT 2010**

### **MODEL REASONABLE ADJUSTMENTS STATEMENT**

We understand that some disabled applicants may, due to the nature of their disability, find some parts of the recruitment process challenging. We aim to ensure that all applicants are provided with the same opportunities during the recruitment process and, to that end, we strive to comply with the duties placed upon us to make reasonable adjustments as prescribed by the Equality Act 2010.

Should you have a disability and require a particular adjustment to be made to allow you to fully participate in the recruitment process, please ensure that this is made known to the person identified in the Invitation to Interview Letter when confirming your availability to attend interview. Our duty to make reasonable adjustments only applies where we know about, or ought reasonably to know about, your disability so it is important that you provide this information to us (details for the relevant person to contact will be provided in your Invitation to Interview Letter).

Below is a non-exhaustive list of some of the types of adjustments that we may make to ensure that the recruitment process is fair to all applicants, if it is reasonable to do so in all the circumstances:

- Modification to Documentation – this may include providing documents in large print, in Braille format or in audio format and/or providing oral instruction on documentation for those applicants with a learning disability;
- Modification of procedures for testing and/or assessment – this may include allowing an applicant to provide oral answers as opposed to written where the applicant has, for example, a disability which affects their manual dexterity. Conversely, an oral test may be completed in writing where the applicant has a disability which affects their speech;
- Provision of a Reader for a visually impaired applicant;
- Provision of Auxiliary Aids – for example, a person to guide a visually impaired applicant around the interview venue;
- Provision of special equipment – for example, adapted keyboards for applicants whose disability may affect their manual dexterity and/or large screen computers for applicants with visual impairments;
- Provision of a Sign Language Interpreter for an applicant with a hearing impairment;
- Where interviews are being conducted by telephone, provision for interview by textphone for an applicant with a hearing impairment;
- Provision of vehicle parking as proximate to the interview venue as reasonably practicable for an applicant with a mobility impairment;
- Modification of interview premises – for example, in order to ensure that an applicant who uses a wheelchair can gain access to the building where the interview is being held, the school / academy / college may consider using ramps, holding interviews on the ground floor (if there is no adequate lift), considering the placement of furniture and rearranging if necessary etc.