

**BDAT STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT –
SUPPORT STAFF OFFICER (TERM TIME ONLY)**

The Employment Rights Act 1996 requires us to notify you of certain basic terms of employment within two months of your commencing work. This written statement of terms and conditions of employment is in accordance with section 1 of the Employment Rights Act 1996.

Please note the phrases 'BDAT' and 'the Trust' are used interchangeably throughout.

NAME OF EMPLOYEE:	[insert name] [insert address]
NAME OF EMPLOYER:	Bradford Diocesan Academies Trust ("BDAT")
WORK LOCATION	[insert name of Academy] ("the Academy") [insert address]
JOB TITLE:	[insert job title]
GRADE OF POST:	[insert grade]
COMMENCEMENT DATE:	[insert start date]
DATE OF CONTINUOUS SERVICE:	[insert continuous service date]

Your employment with BDAT is a **permanent** position.

OR

Your employment is fixed-term due to BDAT employing you on a specific project which is for **DETAILS OF PROJECT**. Subject to the terms below, prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There can be no guarantee of an extension to your appointment or that you will be offered an alternative contract of any kind.

OR

This contract is fixed-term due to your post being externally funded by **FUNDING PROVIDER**. Subject to the terms below, in the event that this funding is not renewed it is likely that your current contract would be terminated on the expiry of the fixed-term contract. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There can be no guarantee of an extension of your appointment or that you will be offered an alternative contract of any kind.

OR

The reason for this fixed-term appointment is to cover the absence of **NAME's** maternity leave. **NAME's** leave entitlement ends on the **END DATE** but she could return earlier if she so chooses, therefore (subject to the terms below) your appointment is subject to three weeks' notice in writing on either side and will in any event terminate on the **END DATE**. However, should **NAME** decide to





terminate her employment, your position would be reconsidered. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There is no guarantee that your appointment would be renewed or that you would be offered an alternative contract of any kind.

OR

The reason for this temporary appointment is to cover the leave of absence of **NAME**. Subject to the terms below, your temporary appointment to this post will end on **NAME's** return or on the **END DATE**, whichever is sooner. Prior to the end of this contract you will be consulted on its termination and any alternative employment that may be available. There is no guarantee that your appointment will be renewed or that you will be offered an alternative contract of any kind.

Probationary Period

The first school term of your employment will be a probationary period. During this period, your performance, conduct and suitability for continued employment will be monitored. At the end of your probationary period, your performance will be reviewed and, if found satisfactory, your employment will be confirmed.

If during, or at the end of, your probationary period BDAT considers your performance, conduct or suitability has been less than satisfactory, BDAT reserves the right to either pay staff one weeks' notice (and in the discretion of BDAT place them on gardening leave) or to extend the period of your probation. The provisions of this paragraph shall apply to any extension of your probationary period. For more information on the terms of garden leave please refer to the paragraph headed "Termination and notice periods".

Duties

You acknowledge that at all times during your employment you are subject to a duty of goodwill, trust, confidence, good faith and fidelity to BDAT and the Academy. You therefore agree:

- to carry out your duties diligently and to the best of your abilities;
- to comply with all lawful and reasonable instructions of BDAT and / or the Academy and any policies and rules put in place by BDAT or the Academy;
- to do your utmost to promote the interests and reputation of BDAT and the Academy;
- to refrain from making any false or misleading statements relating to BDAT or the Academy or to any of those with whom it works in partnership with; and
- to take all possible care not to damage any of the Academy's property or equipment.

From time to time, in line with the needs of BDAT and the Academy, you may be required to carry out alternative or additional tasks, provided these tasks are both reasonable and within your capability. You are expected to carry out any such reasonable request.

BDAT will seek to provide appropriate training and or development to enable you to fulfil the new requirements of your job.



Work Location

As <Insert Job title> your normal place of work will be at <Insert academy name>. You may be required to work in any of the BDAT Academies or in any of the schools/academies BDAT supports on either a temporary or permanent basis, as directed by the Chief Executive Officer of the Trust.

Where this is required there will be consultation with the employee which will take account of the reasonableness. You will also be given reasonable notice of any change to your normal place of work and BDAT may provide additional remuneration to support you with travel costs, if appropriate.

You are not required to work outside the UK for more than one month.

Remuneration

The rate of pay you will receive is £ACTUAL SALARY per annum which is SCP ACTUAL POINT payable monthly direct to your bank or building society. Subject to satisfactory service your salary will rise within the above scale by annual increments up to the maximum point on the scale.

Your salary is calculated taking into account the pay for your contracted weekly hours and for your holidays (including bank holidays etc) over a full year. There is a proportion of your pay retained each pay period to enable you to be paid over the 12 months to coincide with your annual salary. At the end of your contract, if you have not completed a whole 12 months from the anniversary of the start date of employment, your pay will be recalculated, adjusted and a credit or debit will be made to your pay.

For the purposes of the Employment Rights Act 1996, you hereby authorise BDAT to deduct from your salary any sums due from you to the BDAT including any overpayments, loans or advances made to you by BDAT. You will be advised of any proposed deductions and where appropriate a repayment plan will be agreed with you.

Hours of Work

This is a term-time only contract, therefore, you are required to work a minimum of 38 weeks per year. However, to meet the needs of the academy you are required to work an additional ... days/ ...weeks (delete where necessary). Your hours of work are HOURS per week (not including lunch / breaks).

Starting and finishing times will normally be xxxxxx to xxxxxx but are subject to the requirements of the academy in which you are carrying out your duties.

You may not without the prior written consent of the Trust CEO in addition to your work with BDAT, engage, whether directly or indirectly, in any other work which could or might reasonably be considered by other to impair your ability to act at all times in the best interests of BDAT or where working for such an organisation might bring BDAT's or the Academy's reputation into disrepute.



Overtime

Overtime rates are payable for hours worked in excess of 37 hours per week. Any authorised overtime exceeding 30 minutes on any one day shall be paid at a rate of double time for work on a Sunday, Bank Holiday or extra statutory day and time and half for hours worked at any other time.

Period of Continuous Service

Your period of continuous service with BDAT for statutory employment rights dates from your agreed start date.

If you have previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders (which covers local authorities and related bodies) this will be used in calculating your entitlement to a redundancy payment, sickness allowance, maternity leave and annual leave.

If you believe that the date given above is incorrect please inform the Director of Operations as soon as possible.

Pension Arrangements

You will be automatically enrolled as a member of the Local Government Pension scheme and contributions will automatically be deducted at the appropriate rate within the range 5.5% to 12.5%.

The scheme is run for Bradford Council by the West Yorkshire Pension Fund (WYPF) – who will be in contact with you. You can choose to opt out of your scheme at any time. Should you wish to opt out of the WYPF, please ring the Pension Help Desk on 01274 434999 to obtain Form LVOPT.

Holidays

It is expected that you will not take leave other than sickness or compassionate leave, during school term time.

Unauthorised absence from work

Unauthorised absence from work is a breach of contract and may result in the withdrawal of salary payments for the period of absence or in some circumstances disciplinary action up to and including dismissal.

Family leave rights

Maternity, paternity, adoption and shared parental leave will be granted in accordance with statutory entitlements and locally agreed agreements. Further details are available from the Director of Operations.



Sickness Absence Notification Arrangements and Pay

If you are unable to attend work because of illness or injury, you should contact the Academy by telephone and follow the Academy's notified absence procedure and in any event no later than half an hour before your normal starting time on the first day of absence. Please state the date on which you first felt too ill to work, including Saturday and Sunday, and provide an indication of your expected date of return. You should maintain appropriate contact with the Academy everyday (unless otherwise instructed or covered by a medical certificate) with regard to your ongoing absence and its likely duration. Text messages and / or emails are not accepted forms of contact with the Academy or BDAT.

The Academy will need to consider appropriate cover arrangements during your absence, and it is therefore essential that you comply with the reporting arrangements.

When you return to work, you will be required to complete a self-certification form in respect of days 1-7, inclusive, of your absence. If your illness continues for more than seven days, including Saturday and Sunday, you must submit a medical certificate signed by your doctor, as soon as possible. Subsequent certificates must be obtained to cover the ongoing period of your absence and you should obtain a signing off note indicating that you are fit to return to work.

Payment of sickness benefits may be delayed, and your entitlement affected if you do not provide the appropriate certification of your illness.

The amount of sick pay and the terms applicable are detailed in BDAT's Attendance Management Policy.

Other absences are dealt with in BDAT's leave of absence policy.

Termination and notice periods

Your employment with BDAT may be terminated (at any time) due to exceptional circumstances by BDAT:

1. without notice or payment in lieu of notice if you are guilty of gross misconduct.
2. with or without notice in writing if you are guilty of misconduct in accordance with their disciplinary procedures and/or serious or persistent negligence in the performance of your duties under the terms of your contract of employment.

You are required to provide a minimum of one month's notice if you wish to tender your resignation.

Outside of your Probationary Period you are entitled to receive one week's notice for each year of your period of continuous employment with BDAT, with a minimum of one month and a maximum of 12 weeks.



Once notice to terminate the employment has been given by BDAT or by you, the Academy (in its absolute discretion) shall be under no obligation to provide you with any work and may exclude you from the premises of the Academy provided that salary and all other contractual benefits shall not cease to be payable or provided by reason only of BDAT exercising its rights under this clause. During any such period garden leave, you shall not be entitled to provide services for any other organisation in any capacity whatsoever.

Disciplinary Procedure

If it is necessary to take disciplinary action in relation to your employment, the Disciplinary Procedure adopted by the Trust will usually be followed. A copy of this procedure, which does not form part of your contract, is available from your nominated HR representative or BDAT.

Grievance Procedure

If you have a grievance relating to your employment, you should initially raise the matter with your line manager. If you are dissatisfied with the outcome of your discussion, you should follow the provisions of the Grievance Procedure adopted by the Governing Body. A copy of this procedure, which does not form part of your contract, is available from your nominated HR representative or BDAT.

Union Membership

You have the following rights:

- To be a member of such trade union or professional association as you may choose;
- Where you are a member of a trade union or professional association, to take part in the activities of such trade union or professional association, at any appropriate time, and the right to seek and hold office in it;
- If you so desire, to be a member of no trade union or professional association or other organisation or workers, or to refuse to be a member of any particular trade union or other organisation of workers.

Equal Opportunities

BDAT is an equal opportunities employer and expects all its employees to behave in a manner consistent with its Equal Opportunities Policies. Failure to do so may lead to disciplinary action. Equally, BDAT do not wish any of its employees to be subject to any form of harassment, discrimination or victimisation. Instances of such behaviour should be reported to the Trust.

Acts of discrimination, harassment or victimisation against employees, students, clients or members of the public on the grounds of race, colour, creed, ethnic or national origin, disability, age, sex, sexual orientation or marital status may be regarded as a breach of contract.



Confidentiality

Without prejudice to BDAT's Whistleblowing Procedure, you may not during or after your employment disclose to anyone, other than in the proper course of your employment, any information of a confidential nature relating to the Academy or its students. Breach of this clause during your employment may be treated as gross misconduct.

Copyright

BDAT shall be the legal and beneficial owner of the copyright in and all other rights to the results of the development of and the application of all work produced by you during the course of your employment and as a consequence of your employment.

Data Protection

As your employer details of personal information will be maintained and will only be provided as required, in relation to your employment. By signing the contract, consent is given to creating and maintaining computer and paper based records and you have a right to access the information that is held about you.

Health and Safety at Work

All employees are responsible for working in a safe way which ensures their own safety and that of others in the workplace. BDAT wishes to ensure that all employees are fully aware of their own duties under the Health and Safety at Work Act and associated legislation. A copy of the relevant health & safety policies and any associated procedures are available to download from BDAT's website. Individuals disregarding their duties and responsibilities under the act may be in breach of contract.

Training

The Trust will determine training needs from time to time to best meet the needs of the Trust and individual. The Trust will always bear the cost of job-related training, and where you undertake career progression training at the behest of the Trust.

For all other training, you may be required to sign a training agreement relating to repaying the cost (or part of the cost) of training should you leave the employment of the Trust prior to completion of the payback period.

General Terms and Conditions of Employment

During this employment (save where set out above) your terms and condition of employment will be in accordance with:

- (a) the Conditions of Service for Officers in England; (the Green Book);





- (b) any local collective agreements relevant to your employment reached with the recognised trade unions;
- (c) the School's Staffing (England) Regulations 2009 and Education Act 2002; and
- (d) Any regulations which have been issued by the DfE.

Those terms and conditions applicable to your employment and those adopted by the Governing Body and copies of these agreements are available from BDAT.

Details of all agreements directly affecting other terms and conditions of your employment can be requested from BDAT.

Policies and Procedures

Copies of the relevant conditions of service and BDAT's policies and procedures may be found on BDAT's website. BDAT and/or local governing body reserves the right to amend its policies, procedures and codes of practice. Any future changes in your conditions of service will be entered in the appropriate document(s) or otherwise recorded for reference as soon as practicable.

Special Conditions

The offer of appointment is conditional upon a satisfactory vetting (including enhanced disclosure report from the Disclosure and Barring Service, prohibition check where necessary and two references). Accordingly, you must note that should information be provided in the DBS disclosure or any other source, which you failed to disclose to the Academy your employment will be reconsidered with a view to withdrawal of the offer of employment or termination of employment, without notice.

The possession of a criminal background may not automatically debar you from taking up employment in this post, unless the offence is one specified under the Protection of Children Act 1999 or the Criminal Justice and Courts Services Act 2000.

Throughout your employment with the Academy, you are under an ongoing obligation to disclose to the Academy of any changes / information which may affect your suitability for continued employment. Failure to disclose information to the Academy may result in disciplinary action which could result in the termination of your employment, without notice.

The terms set out in this Agreement are in substitution for and supersede any previous terms and conditions of your employment with the Academy whether oral or in writing.

BDAT reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of a general notice to all employees and any such changes take effect from the date of the notice. Where any such change affects or alters any of the information contained in this agreement, you will be given individual notice of such changes within one month after the change.

Please sign and return one copy of this contract to confirm your acceptance to the Academy's office.





ACCEPTANCE OF CONTRACT OFFER

I accept the offer of employment as above and accept the terms and conditions of employment.

Signed by employee: _____

Print Name: _____ Date: _____

Signed on behalf of BDAT: _____

Print Name: _____ Date: _____

