



ACADEMY RECRUITMENT, SELECTION AND APPOINTMENT PROCEDURE

RECRUITMENT, SELECTION AND APPOINTMENT PROCEDURE

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RECRUITMENT, SELECTION AND APPOINTMENT PROCEDURE

When a vacancy arises or is anticipated, either as a result of the creation of a new post or otherwise, the Headteacher will:

- request that the member of staff resigning to complete and exit interview form (Appendix 2)
- ensure that the job needs doing (in the immediate and mid-term future) in the way it is defined normally through a process of job review;
- satisfy themselves that any grading implications of changes made have been addressed;
- ensure that the leaver form (Appendix 3) has been completed, authorised and submitted to the Business Director of the MAT;

On receipt of the leaver form for a member of staff the MAT Business Director will:

- discuss possible options available with the Headteacher to try to ensure the needs of the academy are met;
- check pay requirements for the proposed role against the terms and conditions agreed for employees of the Diocese of Southwell and Nottingham MAT
- check that sufficient funding is available to the academy to enable it to appoint a replacement member of staff;
- liaise with the Finance committee of the MAT Board as necessary, for example if the request is outside the existing approved staffing structure or if sustainability issues are identified;
- confirm to the Headteacher that they may proceed with the appointment (or not).

If the post is a new role, for which there is no existing job description, the MAT Business Director will:

- ensure that a job description has been written and that it has been evaluated by the HR Advisor (currently Browne Jacobson).

On receipt of confirmation that the post may be filled the Headteacher will;

- translate job requirements into a Person Specification (Appendix 4) against which candidates can be matched. This specification will also be taken into account in the drafting of the further particulars of the job.
- arrange for the vacancy to be advertised in suitable media (eg TES, County Council website, local press). Where there is a reasonable expectation that there are sufficient qualified internal candidates or where staff are at risk of redundancy, an internal advertisement is considered to be appropriate;
- ensure “Starting – Pay” requirements, including personal gradings, are agreed in consultation with the MAT Business Director;
- consider the appointment of a panel in line with the relevant MAT scheme of delegation to be responsible for the selection process and ensure trained advice on good, non-discriminatory practice eg Safer Recruitment Certified;
- issue appropriate guidance to potential applicants regarding the required means of making an application and any supporting information they need to bring to the interview, including meeting safer recruitment requirements and Disclosure and Barring Service (DBS) checks (Appendix 7) ;
- consider any short-term arrangement desirable to cover the position until a permanent appointment is made;

The Headteacher will set up a interview process and selection panel (this may be delegated to a senior member of staff), which will;

- determine arrangements for long and short-listing of candidates from the applications received after the published closing date and keep necessary records of decisions;
- consider appropriate measures of the suitability, including the use of the selection tests against the specification prepared, of the candidates identified above;
- arrange and carry out selection interviews using the shortlisting form (Appendix 5) having regard for the following:
 - o medical fitness
 - o references - 2 references should be taken up, one of which should be from the most recent employer (Appendix 6);
 - o DBS check - ensure the proof of identity is verified at interview (Appendix 7);
 - o Undesirable Applicant Check (incl. financial checks where access to cash etc)
 - o qualification check - where not accounted for in points above interviewers will have sight of original certificates or arrange confirmation of this evidence with the issuing authority/body
 - o prevention of illegal working (Appendix 13)
 - o disqualification from childcare if applicable (Appendix 14)
- select the most suitable candidate(s) for the job on merit (or repeat process, and/or refer back to the Directors);
- record the content and outcome of the interview and the basis for the assessment made (Appendix 8) and consider starting pay *(where discretion exists);
- make oral offer of appointment subject to references, DBS check and all other recruitment checks being satisfactory;
- contact unsuccessful candidates attending for interview to offer regrets.

Following the appointment Headteachers will ensure that:

- the MAT Business Director is notified to confirm offer in writing and follow up with written contract;
- the employee responsible for the payroll is notified of the appointment with the details of the successful candidate including the pay grade and hours as previously agreed with the MAT Business Director (Appendix 9);
- the applicant applies for a DBS check using the online system (Guidance for Applicant Appendix 10)
- the applicant completes a Pre-Employment Health Questionnaire (both teaching and support staff)

Following the appointment the MAT Business Director will ensure that:

- the member of staff is issued with an initial offer letter using the appropriate template (Appendix 11a and 11b) and contract of employment comprising the terms and conditions as agreed by the MAT Board (Appendix 12a and 12b);

Following the appointment the member of staff responsible for the payroll will;

- set the new member of staff up on the payroll with the external provider
- complete the necessary forms for Teachers Pensions (TP) or the Local Government Pensions Scheme (LGPS) as appropriate

On the commencement of employment, the Headteacher will;

- determine an individual induction plan;
- discharge their responsibilities with regard to probation/initial appraisal;

- evaluate the success of the recruitment, selection and appointment activities;
- consider undertaking “quality control” of this or the next vacancy with specific focus on the areas identified above;
- ensure the register of checks and clearances is updated with the details of the new employee;
- ensure requirements in respect of prevention of illegal working (Appendix 13) are met;
- ensure requirement in respect of disqualification from childcare (Appendix 14) are met if applicable
- ensure that appropriate records of the process are kept including, for example;
 - o application form, references, proof of identification, proof of academic qualifications, certificate of good conduct (where applicable), evidence of medical clearance from Occupational Health (where applicable) as part of the personal file for the successful candidate. A copy of DBS clearance should not be retained on the personal file.
 - o adverts, response analysis including dates/media placed;
 - o details of all applicants, interview/assessment notes and reasons for not appointing ie results of any tests or outcome of staffing qualification verification, any queries received concerning the process and any “quality control” undertaken kept on file for six months then shredded.

OVERVIEW OF RECRUITMENT SELECTION AND APPOINTMENT PROCEDURE

Exit interview held with departing postholder
Confirmation ascertained that the job needs doing as defined and that finance is available for reappointment
Person Specification and Job Description prepared and evaluated where applicable
Post advertised, including the level of DBS disclosure required
Further particulars sent out to applicants including requirements in terms of DBS check (plus barred list check and prohibition check where applicable)
Applications shortlisted, giving consideration to the “positive about disabled people” requirements.
Shortlisted applicants invited for interview and informed of the need to bring proof of identity with them
References requested for shortlisted applicants prior to interview
Shortlisted candidates assessed using an interview and other tests as appropriate
Proof of identity required for the DBS form checked and essential qualifications verified at interview
Verbal offer of employment made to successful candidate subject to right to work check, identity checks, references, DBS clearance, pre-employment health check and staffing qualifications
Offer of appointment confirmed in writing subject to right to work check, identity checks, references, DBS clearance, pre-employment health check and staffing qualifications being satisfactorily met and signed by the Headteacher on behalf of the MAT
On-line application for DBS check made by successful candidate. If a finding is revealed which raises doubt about their suitability for employment, the Academy will be informed
Contract of employment produced by HR Officer at Magnus or MAT Business Director, subject to all qualifications being satisfactorily met and signed by the MAT CEO
Induction training provided for new member of staff
6 month probation period (for all staff) with confirmation of appointment at the end of this
Assessment of the recruitment process and retention of appropriate records

EXIT INTERVIEW

In seeking to fill the vacancy left by your departure it will be most helpful to have your views about the post you have held. The recruitment process begins with the completion of a job description and person specification. To help your Headteacher in completing this you are asked to give some thought to the questions below. Where appropriate the job description for your post is attached.

You are asked to complete the form within the next 2 working days and return it to....., so that your views can be incorporated into the recruitment process. If you have difficulty in completing this form the MAT Business Director 07841 024992 will offer you appropriate assistance.

If, for any reason, you do not wish to do this exercise then clearly there is no compulsion.

Your response will of course be kept confidential for this process and will be stored.

Name:

Job:

Date of Leaving:

What has been the most important part of your workload?

.....

Which parts have been least important or are inappropriate?

.....

Are there any duties or responsibilities not covered in the job description?

.....

What changes would you like to see in the job?

.....

Which parts of the job have given you?

a) Greatest satisfaction

.....

b) Least satisfaction

.....

What skills have you developed most/used most in this post?

.....

.....

.....

What comments would you make about the training and development that you have received within the department?

.....

.....

.....

In what areas would you have liked more support?

.....

.....

.....

In what areas do you think your successor will need most support on taking up the post?

.....

.....

.....

Please give your main reason(s) for leaving your present job

.....

.....

Additional comments

.....

.....

Date of completion:

Thank you for completing this form. Please continue on an extra page if you wish. Please return it to the School Office.

DIOCESE OF SOUTHWELL & NOTTINGHAM MULTI- ACADEMY TRUST

Harworth Church of England Academy

Confirmation of Employee Leaving Establishment

Please complete the relevant information and pass to HR

Name	
Post (is employee leaving all posts within the establishment – please confirm)	
Leaving Date	
Reason for Leaving	
Authorised : Headteacher/Business Manager Date :	

LINE MANAGER CHECKLIST		
	Employee Signature	Line Manager Signature
Laptop returned – or a date of return agreed if laptop is still required		
Access card returned – if you wish to retain the card - take it to main reception recycle the magnetic strip		
Keys returned		
Any other equipment provided by the school (please specify below).		

**APPENDIX 3
REVERSE**

HR/PAYROLL CHECKLIST		
	Date	Signature
Payroll notified		
PEN 52 (LGPS) completed Teachers Pensions – TR8		
Computershare notified		
SIMS updated		
Single Central record amended		

PERSON SPECIFICATION

Harworth Church of England Academy

Post Title:

Grade:

Attributes	Essential	Desirable
Education and Qualifications eg General Education Formal Qualifications		
Experience eg Specific Job Related Experience, Life Experience		
Training eg Specific/Specialist Training, Practical Training, required to do the job		
Special Knowledge eg Employment Law, Financial Accounting, Planning Regulations, Specific Keyword Language Ability		
Practical and Intellectual Skills eg Prepare Reports, Verbal Presentations, Decision Making, Handling Specialist, Machinery, Numerical Skills		
Attitudes eg Reliability Collaborative approach, Influencing, Working with Others, Neatness of work		
Additional Requirements eg Mobility, Ability to Work Shifts, Sleeping in, driving licence		

Using a Person Specification

- 1 A specification translates the needs of the job into human requirements against which people can be assessed.
- 2 It should normally be completed prior to the preparation of the advertisement, further particulars, etc. **It is a requirement for some employment groups and strongly recommended in all cases.**
- 3 In completing the specification, managers should rely upon the analysis of job-related information, eg job description, working conditions, other relevant organisational factors.
- 4 It is essential that the specification is based on what is needed to do a job, not those attributed to a current or previous postholder.
- 5 This specification can also be completed at other stages of personnel activity, eg identification of training needs, where comparison is necessary between:
 - those attributes needed in a person to perform the defined duties and responsibilities of a particular job; and
 - the attributes of a particular candidate or current postholder.
- 6 Attributes are listed in two groups:
 - (i) ESSENTIAL REQUIREMENTS, those which are essential for adequate performance of the duties and responsibilities;
 - (ii) DESIRABLE REQUIREMENTS, those which, whilst not essential for adequate performance, may actually result in the delivery of enhanced performance;

APPENDIX 5

SUMMARY OF APPLICANTS AND SHORTLISTING PROCESS RECORD FORM

ACADEMY

POST:

Applicant	Comments	Interview	Appointed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			



REFERENCE REQUEST FORM

[Enclose cover letter, JD, PS, stamped addressed envelope]

Name: [of prospective employee]					
Home address:					
Post applied for: [post title]					
Location: Harworth Church of England Academy					
Did the applicant work for your organisation?				Yes	No
If yes, what were the applicant's start and leaving dates?					
Start date:					
Leaving date:					
What is your job title?					
How long did you work with the applicant?					
In what capacity do you know the applicant? E.g. as a colleague/as an employee reporting to you/other (please specify)					
What was the applicant's job title with your organisation?					
What were the applicant's main job duties?					
What is your assessment of the following elements in relation to the applicant?					
	Excellent	Good	Fair	Poor	
Quality of work					
Quantity of					

work				
Dedication to the job				
Ability to work without supervision				
Working relationships				
Time keeping				
Did you find the applicant to be honest and trustworthy?			Yes	No
Did you find the applicant to be reliable in carrying out his/her duties?			Yes	No
Does or did the applicant have any live disciplinary warnings with your organisation? If yes, please comment on the nature of these warnings below:			Yes	No
What was the reason for the applicant leaving your organisation?				
Would you re-employ the applicant?			Yes	No
If you have answered 'no' to the above question, please specify why.				
Do you consider the applicant has the ability and is suitable to perform the job described above?			Yes	No
If you have answered 'no' to the above question, please specify why.				
Is the applicant able to demonstrate that s/he meets the requirements of the person specification?				

Are you satisfied that the candidate is suitable to work with children?	Yes	No
If you have answered 'no' to the above question, please specify your concerns and why you believe the individual may not be suitable.		
Please provide any further comments on the applicant's suitability for employment into the post described above.		
Name:		
Signed:		
Date:		
Telephone number:		
Organisation stamp		

Please note that relevant factual content of the reference may be discussed with the applicant

THANK YOU
PLEASE RETURN TO [ADDRESS]

DBS LETTER TO APPLICANTS

Dear Applicant

This letter is to inform you that if you are considered for appointment to the post for which you have applied, you may be subject to a check of criminal and other records. This will have been specified in the advertisement for the post.

The 1997 Police Act allows employers to obtain this information on people who are being considered for appointment to positions involving work with children, vulnerable adults or other positions of trust.

This information is obtained from the Disclosure and Barring Service, an executive non-departmental public body who provide a range of official data sources for recruitment purposes.

The Diocese of Southwell and Nottingham Multi Academy Trust is registered with the Disclosure and Barring Service and has to comply with their strict requirements for ensuring that sensitive personal information is handled and stored appropriately and is kept for only as long as necessary. A copy of the Disclosure and Barring Service Code of Practice may be provided on request.

Please note that previous criminal convictions are not an automatic bar to employment, this will depend on the nature of the position and the circumstances and background and your offences.

As an applicant for positions involving work with children, vulnerable adults, or other positions of trust, you must provide information about all convictions, bind-overs, cautions, reprimands and indicate if you have any prosecutions pending.

If you are invited for interview and, following the interview, are being considered for the post you have applied for, **we will:**

- **Ask you** to produce proof of identity and documentation that confirms your eligibility to work in the UK which requires:
 - at least one item of photographic evidence (eg current passport or new style UK driving licence or other validated photograph OR a full birth certificate).

AND

- at least one item of address-related evidence of identity (eg utility bill, bank credit card, or mortgage statement showing your name and address).

YOU MUST BRING THESE DOCUMENTS WITH YOU IF INVITED FOR INTERVIEW

- **Ask you** to complete an on-line Disclosure and Barring Service application (the Trust will meet the cost of the disclosure fee).
- **Consult you** if information is disclosed to us by the DBS which might lead us to consider you unsuitable for the post you have applied for.

If you have any questions or concerns about the contents of this letter, please raise these at your interview.

DOCUMENTS THE APPLICANT MUST PROVIDE FOR DBS CHECKS

The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged into the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks.

The person going through a DBS check (the applicant) must give their employer original documents (not copies) to prove their identity.

The documents needed will depend on the route the application takes. The applicant must try to provide documents from Route 1 first.

Route 1

The applicant must be able to show:

- one document from Group 1, below
- 2 further documents from either Group 1, or Group 2a or 2b, below

At least one of the documents must show the applicant's current address.

Route 2

If the applicant doesn't have any of the documents in Group 1, then they must be able to show:

- one document from Group 2a
- 2 further documents from either Group 2a or 2b

At least one of the documents must show the applicant's current address. The organisation conducting their ID check must then also use an appropriate external ID validation service to check the application.

Route 3

Route 3 can only be used if it's impossible to process the application through Routes 1 or 2.

For Route 3, the applicant must be able to show:

- a birth certificate issued after the time of birth (UK and Channel Islands)
- one document from Group 2a
- 3 further documents from Group 2a or 2b

At least one of the documents must show the applicant's current address. If the applicant can't provide these documents they may need to be fingerprinted.

INTERVIEW QUESTIONS

POST

CANDIDATE NAME:.....

INTERVIEWER:.....

Scoring Fento Criteria

1. Outstanding **with many Strengths**, few weaknesses.
2. Good **with strengths** clearly outweighing weaknesses
3. Satisfactory **with strengths and weaknesses**
4. Less than Satisfactory **with weaknesses** clearly outweighing strengths

Poor **with few strengths**, many weaknesses

	<u>QUESTION</u>	<u>COMMENTS</u>	<u>SCORE</u>
1			1 2 3 4
2			1 2 3 4
3			1 2 3 4
4			1 2 3 4
5			1 2 3 4
6			1 2 3 4
7			1 2 3 4
8	Are there any adjustments we that would need to be make to enable you to carry		1 2 3 4

	out the duties of the post		
9	I am now going to ask you a factual question related to your application form. There is nothing to worry about; it is purely for safeguarding purposes. (Gaps in chronology) Any candidate appointed to the post would be required to complete a DBS check. Is there anything you likely to come up on this that you would like to tell us about?		1 2 3 4
10	Do you have any questions for the panel? Are you still a firm candidate for the post if offered at (state salary)? When would you be available to start?		1 2 3 4

DIOCESE OF SOUTHWELL & NOTTINGHAM MULTI-ACADEMY TRUST

Academy.....

CONFIRMATION OF APPOINTMENT NEW STAFF AND CHANGES TO EXISTING CONTRACT

For new appointments please complete the relevant salary information and pass to Jo Smith

Name	
Post	
Start Date/Date of Change	
Permanent / Temporary (If Temporary include end date)	
Full Time / Part Time (If Part Time include hours)	
Term Time / All Year	
Scale	
Point on Scale	
Allowances (as applicable)	
Authorised :	Date :
Headteacher	

The Applicant – How to Get Started

Registration

You must register with us to complete an application form. How you should register is pre-determined by the organisation that has requested you complete a Disclosure and Barring Service (DBS) check.

If you are unsure what registration process to follow, contact your organisation.

Self-Registration Process



If you do not know your Org PIN, please contact your organisation.

1. Click **Register** on the right hand side of the screen.
2. Enter your Org Pin supplied by your organisation.
3. Enter your full name.
4. Enter your email address and confirm it by entering it again.
5. Click **Next Step**
6. Enter/confirm the Organisation's Name as requested
7. **Create** a memorable password
8. **Confirm** the password by entering it again
9. Click '**Complete Registration**'

Registered by Organisation Process



Receive an Activation Email containing

The Organisation PIN

This is specific to your organisation

Confirmation of Email Address

To be used as your username

Link to Registration Page

Required to activate your account

Follow these steps:

1. Click the link within the email
2. Create a memorable password
3. Confirm the password by entering it again
4. Click '**Save Password**'

What will I need to complete the application?

To make completing the application form as quick as possible, have the following information (where applicable) to hand:

- Dates of any name changes (mm/yyyy)
- Mother's Maiden Name
- Full 5 year address history including dates (mm/yyyy)
- National Insurance Number
- Passport
- Driving Licence
- National Identity Card

In order to confirm your personal details you are required by the Disclosure and Barring Service (DBS) to supply a minimum of 3 identity documents.

To see the full list of ID documents accepted for verification please go to:

<https://www.gov.uk/disclosure-barring-service-check>

The Applicant – How to Get Started

Getting my ID verified & Making the payment

How you get your ID verified is determined by your Organisation, who will either verify your ID themselves or ask that you have your ID verified at a Post Office.

If you are unsure on which ID verification process to follow please contact your organisation.

ID verified by organisation



If you have not already supplied your ID for verification, once you have completed the application form, contact your organisation and arrange with them, a time to do so.

If you are required to pay for the application, once your ID has been verified you must log back in to OnlineDisclosures, (using the Org PIN, your email address and the password you created) to do so.

Note: All payments are processed through PayPal, If you do not have a PayPal account, select the option 'Pay with a credit or debit card'.

PayPal will send an email to confirm receipt of payment.

Post Office ID Verification



In order for the Post Office to verify your ID, you must take with you:

- The ID Verification Service sheet – available to print once you have submitted the application form.
- The original pieces of ID selected for verification
- Method of payment (where applicable)

To find the nearest Post Office go to <http://www.parcelforce.com/branch-finder>

Enter your postcode and select 'CRB & ID Verification Service' from the 'Service Required' field.

The Post Office will accept payments via cash or debit/credit card.

The Post Office will be unable to verify your ID if the original documents do not match what you entered on the application form. If this happens, contact us. We will reject the application for you so you can simply login, amend the details and print out a new ID Verification Service form.

To view instructions on how to complete the Application form click to view
[The Full Applicant User Guide](#)

STRICTLY PRIVATE & CONFIDENTIAL

[Name]
[Address]
[Address]
[Postcode]

[Date]

Dear [NAME]

Harworth Church of England Academy

On behalf of the Board of Directors of the Diocese of Southwell and Nottingham Multi-Academy Trust, I am pleased to confirm or provisional offer of employment as [POST] at [Magnus Church of England Academy] with effect from [DATE]. This post is a [permanent position or [part time / fixed term position which is due to end on date]delete as appropriate

Salary

You will be paid [£salary] per annum, which is point (x) on the Main scale/Upper pay scale/Leadership (and includes a Teaching and Learning Allowance LEVEL/AMOUNT delete if not applicable).

Hours of work

Your hours of work shall be in accordance with the School Teachers' Pay and Conditions Document as amended from time to time. Full time teachers are required to be available for work for up to 1265 hours of directed time over 195 days. In addition you shall work such additional hours as are necessary to effectively fulfil your professional duties.

There are no specific minimum and/or maximum hours of work for Headteachers, Deputy Headteachers and Assistant Headteachers. You are required to work as many hours/days as is necessary to ensure the effective discharge of professional responsibilities. This applies to both full time and part time members of staff on the Leadership scale. Delete if not applicable

Start date

This offer is provisional and subject satisfactory competition of all of the following pre-employment checks required. In relation to this, you are required to come in to the school and bring along all accompanying paperwork to allow us to carry out these checks prior to your commencement date. Please contact [name] to arrange to come in at a convenient time before [date]:

- **Satisfactory Prohibition Order Check and Enhanced DBS Disclosure, including check of Barred List**
In this respect, you will be required to complete an online application which will be processed by the Disclosure and Barring Service.
- **Satisfactory employment references**
Please bring details of two employment referee contacts, who we can approach directly for references. One of which must be your most recent employer
- **Satisfactory medical clearance**

- **Verification of identity (preferably from current photographic ID and proof of address) and confirmation (by document(s)) of your right to work legally in the UK**
To facilitate this when you come in to the school, you must bring with you right to work documentation; a passport (and accompanying visa if applicable) and photo driving licence (if you have one), together with at least one document which proves your current address, such as a recent utility bill, credit card statement, bank statement or a mortgage insurance statement. If you are a British national and do not hold a valid passport or driving licence, other documents will be needed in addition to your proof of address such as a paper driving licence, birth or marriage certificate, a P45 or P60 or, if applicable, a Professional Registration Certificate
- **Verification of professional status**
Please bring in your certificates or any correspondence relating to your qualifications, specifically confirmation of Qualified Teacher Status and relevant degree. All documents provided must be originals
- **[Confirmation that the you are not disqualified or disqualified by association from providing childcare]**
We will discuss this with you and ask you to sign a declaration form at this meeting]
(delete if not applicable)
- **[Additional overseas checks]** delete if not applicable

I can confirm that this offer will be withdrawn if any of the above conditions are not satisfied.

Please find enclosed the following documents we will require you to complete and return to [name] via e-mail at [insert] or via our postal address, by [date] (alternatively you can bring these when come in to the school to discuss pre-employment checks):-

1. Form Q30A - Pre-Employment Declaration
2. New Employee form (for payroll purposes)
3. Personal Details form
4. LGPEN12 A Brief Guide To The Local Government Pension Scheme.
5. PEN1 Employee Pension Option Form/Membership Form.
6. Teachers' Pensions – Members Guide is available on the Teachers Pensions website at www.teacherspensions.co.uk/public/resources/member-guides.aspx. If you wish to receive a paper copy of the Members Guide, please contact me.

I enclose two copies of this letter and should be grateful if you would sign and return one copy to me signifying your acceptance of this offer of employment by [date].

In addition, your employment will be subject to the completion of a satisfactory six-month probationary period during which time you will be expected to establish your suitability for the post.

As stated above, your start date has provisionally been agreed as [date], subject to completion of the above checks. Details of your induction programme will be advised separately.

Finally, I would like to offer you my congratulations in obtaining this appointment and wish you every success in this post.

Yours sincerely

Name

Head Teacher

Harworth Church of England Academy

For and on behalf of the Diocese of Southwell and Nottingham Multi Academy Trust

I accept this offer of appointment on the terms and conditions as outlined above.

Signed _____ Date _____

STRICTLY PRIVATE & CONFIDENTIAL

[Name]
 [Address]
 [Address]
 [Postcode]

[Date]

Dear [Name]

Harworth Church of England Academy

On behalf of the Board of Directors of the Diocese of Southwell and Nottingham Multi-Academy Trust, I am pleased to confirm or provisional offer of employment as [POST] at **Harworth Church of England Academy** with effect from [DATE].

Salary

This post is graded [grade] on the [insert name of scale]. Your starting salary will be [amount] per annum, which will be paid monthly [in arrears] (calculated on a pro rata basis by reference to a full time equivalent of £salary ~~delete if not TTO or Part-time~~), by credit transfer or any other arrangement acceptable to the Employer.

Hours of work

You will be required to work [x] hours per week within the following working hours [Time] to [Time].

[Your actual work pattern will be determined by the headteacher and may be subject to change following discussion with you **OR** your normal daily work pattern is [Monday to Friday] [time am] to [time pm], with an [unpaid [one hour/half hour]] break for lunch each day.]

[Your hours of work are term-time only, [x] weeks per annum]

OR

[Your hours of work are term-time, [x] weeks per annum, plus [x] additional weeks during school holidays, dates at the discretion of your line manager]

OR

[Your hours of work are all year-round, i.e. not term-time only.]

Duration

[This appointment is intended to be permanent].

OR

[This is a fixed term appointment, ending automatically on [date] due to [insert reason]]

OR

[This is a temporary appointment, due to [insert reason], which we anticipate will end on or around [date]]

Start date

This offer is provisional and subject satisfactory completion of all of the following pre-employment checks required. In relation to this, you are required to come in to the school and bring along all accompanying paperwork to allow us to carry out these checks prior to your commencement date. Please contact [name] to arrange to come in at a convenient time before [date]:

- **Satisfactory Enhanced DBS Disclosure, including check of Barred List**
In this respect, you will be required to complete an online application which will be processed by the Disclosure and Barring Service.
- **Satisfactory employment references**
Please bring details of two employment referee contacts, who we can approach directly for references. One of which must be your most recent employer
- **Satisfactory medical clearance**
- **Verification of identity (preferably from current photographic ID and proof of address) and confirmation (by document(s)) of your right to work legally in the UK**
To facilitate this when you come in to the school, you must bring with you right to work documentation; a passport (and accompanying visa if applicable) and photo driving licence (if you have one), together with at least one document which proves your current address, such as a recent utility bill, credit card statement, bank statement or a mortgage insurance statement. If you are a British national and do not hold a valid passport or driving licence, other documents will be needed in addition to your proof of address such as a paper driving licence, birth or marriage certificate, a P45 or P60 or, if applicable, a Professional Registration Certificate
- **Verification of professional status**
Please bring in your certificates or any correspondence relating to your qualifications required for this role *(delete if qualification not required for role)*. All documents provided must be originals.
- **Confirmation that you are not disqualified or disqualified by association from providing childcare]**
We will discuss this with you and ask you to sign a declaration form at this meeting *(Delete if not applicable)*
- **Additional overseas checks *(Delete if not applicable)***

I can confirm that this offer will be withdrawn if any of the above conditions are not satisfied.

Please find enclosed the following documents we will require you to complete and return to [Name] via e-mail at [insert] or via our postal address, by [date] *(alternatively you can bring these when come in to the school to discuss pre-employment checks):-*

7. Form Q30A - Pre-Employment Declaration
8. New Employee form (for payroll purposes)
9. Personal Details form
10. LGPEN12 A Brief Guide To The Local Government Pension Scheme.
11. PEN1 Employee Pension Option Form/Membership Form.

I enclose two copies of this letter and should be grateful if you would sign and return one copy to me signifying your acceptance of this offer of employment by [date].

In addition, your employment will be subject to the completion of a satisfactory [six-month] probationary period during which time you will be expected to establish your suitability for the post.

As stated above, your start date has provisionally been agreed as [date], subject to completion of the above checks. Details of your induction programme will be advised separately.

Finally, I would like to offer you my congratulations in obtaining this appointment and wish you every success in this post.

Yours sincerely

Name
Head Teacher
Harworth Church of England Academy
For and on behalf of Diocese of Southwell and Nottingham Multi Academy Trust

I accept this offer of appointment on the terms and conditions as outlined above.

Signed _____ Date _____



DIOCESE OF SOUTHWELL
& NOTTINGHAM
MULTI ACADEMY TRUST

APPENDIX 12 a)

Statement of Main Terms and Conditions of Employment

Employer: The Diocesan of Southwell and Nottingham Multi Academy Trust incorporated and registered in England and Wales with company number 8738949 whose registered office is at Jubilee House, Westgate, Southwell, Nottinghamshire. NG25 0JH

Employee: [INSERT NAME]

1. Date employment began: [INSERT DATE]

CONTINUOUS SERVICE

Your period of continuous service for statutory employment rights such as unfair dismissal is based upon your service with XXXXX Academy which started on (date).

Your period of continuous service for contractual purposes such as annual leave, periods of notice, sickness payments, maternity leave, includes service with any Public Authority (Body) to which the Redundancy Payments Modification Order 1983 applies. Your continuous service for these purposes is – [DATE].

If you have received a redundancy payment in respect of previous service, the receipt of the redundancy payment breaks continuity for redundancy qualification and payment purposes.

2. Term of the appointment

The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates on [DATE] without the need for further notice unless previously terminated by either party in accordance with clause 14.

3. Job title: [TEACHING STAFF – insert job title]

4. Duties: Your duties shall be as indicated by your job title, job description (which will not form part of this contract and may be updated following consultation with you) and the relevant national standards. In addition:

- 3.1 You may be required to carry out any other duties within your capacity which the Employer may reasonably require.
- 3.2 You shall obey all reasonable rules and instructions given to you by the Employer.
- 3.3 You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the Employer and throughout the period of your employment shall take all reasonable steps to preserve and protect the property, goodwill and reputation of the Employer and shall do nothing to damage the Employer.
- 3.4 During the period of your employment, you shall not, except with prior written consent of a director of the Employer, work for, be employed by or have any interest in any other organisation.

5. Probationary period

The first six months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend this period for up to a further 3 months. During this probationary period your performance and suitability for continued employment will be monitored and assessed, the Employer's capability policy shall not apply during the probationary period. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.

6. Location:

You will serve at {XXXXX} Academy. There is the potential that, through agreement with the Headteacher and/or Local Governing Body, you may have the opportunity to work in an alternative place of employment deemed reasonable within the Trust.

7. Confidentiality:

Both during the period of your employment and thereafter, you shall not disclose to any person or make use of for your own benefit or for the benefit of any other person, any trade secret or confidential information of the Employer unless you have obtained the written consent of the Employer or such use or disclosure is required for the proper performance of your duties.

8. Hours of work

8.1 Your hours of work shall be in accordance with the School Teachers' Pay and Conditions Document as amended from time to time. Full time teachers are required to be available for work for up to 1265 hours of directed time over 195 days. In addition you shall work such additional hours as are necessary to effectively fulfil your professional duties.

8.2 Part time teachers: As a part time teacher you are required to be available for work for [X%] of 1265 hours per academic year. These arrangements may change and you will be advised of any changes.

9. Remuneration:

9.1 You will be paid £[AMOUNT] per year which is point [x] on the [Mainscale/Upper Pay Scale], payable monthly in arrears by credit transfer or any other arrangement acceptable to the Employer.

9.2 The Employer may deduct from the salary, or any other sums owed to you, any money owed by you to the Employer.

9.3 Your salary will be reviewed annually according to the provisions in the School Teachers' Pay and Conditions Document as amended from time to time.

10. Holidays:

10.1 Your statutory entitlement to annual leave is exceeded by the number of days that you are not required to come into work during academy closure periods.

10.2 You are not entitled to take any annual leave outside of academy closure periods.

11. Public Holidays:

You will be entitled to all statutory and public holidays and to be paid for such days. Payment for these days is included in your annual salary. If you are in receipt of less than full salary on these days no further payment will be made. If you are required to work on a public holiday, you will be entitled to an additional day's holiday at some other time, subject to the prior approval of your manager.

12. Pensions:

You are eligible to be a member of the Teachers' Pension Scheme and you will be automatically enrolled into this Scheme unless you notify your Employer that you are opting out. If you choose to

remain in this scheme you will be required to contribute a percentage of your salary in accordance with the terms of the Scheme.

13. Sickness or Injury:

- 13.1 If you are absent from work by reason of sickness or injury, you must notify your line manager as soon as possible on the first day of your absence and keep the Employer regularly informed of the situation and the likely duration of the absence until you return. You must also provide any further information which the Employer may request in relation to any absence.
- 13.2 You should comply with any rules laid down in any sickness procedure.
- 13.3 If the absence continues for less than eight days (including weekends) you must complete a self-certification form when you return. If the absence lasts for eight days or more, you must obtain medical certificates to cover the whole period of your absence.
- 13.4 Subject to clause 13.5, provided you comply with the above requirements and the requirements of the sickness policy and procedure, you will be paid in accordance with The Conditions of Service for School Teachers in England & Wales (The Burgundy Book) as amended from time to time, currently

Length of Continuous Service	Full Pay	Half Pay
Up to 4 months	25 days	0
Over 4 months to 1 year	25 days	50 days
Over 1 year to 2 years	50 days	50 days
Over 2 years to 3 years	75 days	75 days
Over 3 years	100 days	100 days

and thereafter statutory sick pay (if entitled to it) in accordance with the Social Security Contributions and Benefits Act 1992. For the purposes of statutory sick pay, qualifying days are Monday to Friday.

- 13.5 The Employer reserves the right to withhold sick pay in the following circumstances:
- You have not followed the correct absence notification procedure;
 - You have an illness or injury which has been self inflicted;
 - You have an illness or injury which results from your misconduct at work;
 - You have an illness or injury which has been caused by outside employment.
 - You are absent due to sickness or injury during disciplinary procedures against you.
 - You are working elsewhere during your period of absence, whether or not this is during your normal working hours
- 13.6 The Employer has the right to require you to attend for a medical examination by any doctor nominated by the Employer and you will co-operate with any such requirement. You will also consent to your medical practitioner supplying a medical report.
- 13.7 If you are awarded damages in respect of any illness or injury caused by a third party, then any payments over and above statutory sick pay made by the Employer to you in respect of any period of absence caused by such illness or injury shall be treated as a loan repayable on demand.

14. Termination of employment:

- 14.1 Either party may terminate your employment by notice in writing of 2 months, expiring on 31 December, 30 April or 3 months expiring on 31 August in any year. In the case of the Headteacher, either party may terminate your employment by notice in writing of 3 months expiring on 31 December, 30 April or 4 months expiring on 31 August in any year. If you have been continually employed for 8 years or more the notice period we will give you shall increase by one week for each completed year of employment to a maximum of twelve weeks.

- 14.2 The periods of notice provided for above may be waived by agreement in writing between you and the Employer, subject to compliance by the Employer with statutory minimum notice requirements.
- 14.3 The Employer reserves the right, at its sole discretion, to pay you in lieu of any period of notice.
- 14.4 The Employer reserves the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to, those set out the Disciplinary Procedure.
- 14.5 Newly qualified teachers are required to complete a statutory induction period of three terms (or equivalent if part time). Continued employment beyond this period will be dependent on satisfactory completion of this period. In the event of failing to satisfactorily complete the induction period, 10 days notice of termination of employment will be given.
(Delete if not applicable)

15. Grievance and disciplinary procedures:

- 15.1 If possible, grievances and matters of a disciplinary nature will be dealt with informally but formal procedures are available if an informal procedure is not considered appropriate or has not resolved the problem. Even the formal procedure will be approached and operated flexibly as the main objective will be to resolve the problem.
- 15.2 If you have a grievance relating to your employment, you should raise it in accordance with the Academy Grievance Procedure.
- 15.3 All grievances will be treated as strictly confidential and will not be disclosed to others in the company unless you wish it.
- 15.4 Disciplinary rules are set out in the Disciplinary Procedure, a copy of which is available at the school.
- 15.5 The Grievance and Disciplinary Procedures referred to in this clause are not contractual.

16. Right to hold Personal Data

As part of your conditions of employment, you give the Employer permission to collect, retain and process information about you, such as age, sex, ethnic origin and health records. This information will be used by the Employer for a number of purposes, including but not limited to monitoring the Employer's compliance with the law and best practice in terms of equal opportunity and non-discrimination. Should your personal circumstances change, you must notify the Employer immediately.

17. Additional terms and conditions

In addition to the terms and conditions in this document the terms and conditions of the following will also apply during the course of your employment;

- The School Teachers' Pay and Conditions Document as amended from time to time;
- The Conditions of Service for School Teachers in England & Wales (The Burgundy Book) as amended from time to time; and
- Any local collective agreement relevant to your employment reached between the trade unions recognised by the Employer and your Employer.

For the avoidance of doubt, where there is any conflict between the terms of the documents referred to in this clause 17 and the terms of this Agreement, this Agreement takes precedent.

18. Activities outside work

Whilst your off-duty activities are your own concern, there can be instances where private interests may conflict with the duties of your post. If you are contemplating:

- additional paid employment or services, or
- other activities which could involve some conflict of interest you should consult the Governing Body for advice.

you are required to declare the work/activity and obtain the express consent of the School prior to engaging in any business or appointment. The Governing Body will advise you on the required course of action.

19. Trade unions

The Employer believes that representative trade unions help ensure good employee relations and so encourages you to become a union member.

20. Protection of children

The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to satisfactory enhanced Disclosure and Barring Service check with barred list check and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended). You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution.

21. Variation

The Employer reserves the right to make reasonable changes to any of your terms and conditions of employment and will notify you in writing of such changes at the earliest opportunity and, in any event, within one month of such changes taking effect.

22. Christian Values:

As a teacher in a Church of England Academy you are required to have regard to the Christian character of the Academy and its Foundation and to undertake not to do anything in any way contrary to the interests of the Foundation.

23. Terms of employment

These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.

Signed on behalf of the Employer

Signed by the Employee

.....

.....

Dated:



Statement of Main Terms and Conditions of Employment

Employer: The Diocesan of Southwell and Nottingham Multi Academy Trust incorporated and registered in England and Wales with company number 8738949 whose registered office is at Jubilee House, Westgate, Southwell, Nottinghamshire. NG25 0JH

Employee: [INSERT NAME]

1. Date employment began: [INSERT DATE]

CONTINUOUS SERVICE

Your period of continuous service for statutory employment rights such as unfair dismissal is based upon your service with (xxxx Academy) which started on (date).

Your period of continuous service for contractual purposes such as annual leave, periods of notice, sickness payments, maternity leave, includes service with any Public Authority (Body) to which the Redundancy Payments Modification Order 1983 applies. Your continuous service for these purposes is therefore from (continuous service date – delete sentence if not known at point of processing)

2. Term of the appointment

The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until it terminates on [DATE] without the need for further notice unless previously terminated by either party in accordance with clause 14. (Delete if appointment is permanent)

3. Job title: [Academy support staff – INSERT JOB TITLE]

4. Duties: Your duties shall be as indicated by your job title and job description (which will not form part of this contract and may be updated following consultation with you). In addition:

- 4.1 You may be required to carry out any other duties within your capacity which the Employer may reasonably require
- 4.2 You shall obey all reasonable rules and instructions given to you by the Employer.
- 4.3 You shall, during working hours, devote the whole of your time and attention exclusively to the interests of the business and throughout the period of your employment shall take all reasonable steps to preserve and protect the property, goodwill and reputation of the Employer and shall do nothing to damage the Employer.
- 4.4 During the period of your employment, you shall not, except with prior written consent of a director of the Employer, work for, be employed by or have any interest in any other business.

5. Probationary period

The first six months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend this period for up to a further 3 months. During this probationary period your performance and suitability for continued employment will be monitored and assessed, the Employer's capability policy shall not apply during the probationary period. At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.

6. Location:

You will serve at (XXXX Academy). There is the potential that, through agreement with the Headteacher and/or Local Governing Body, you may have the opportunity to work in an alternative place of employment deemed reasonable within the Trust.

7. Confidentiality:

Both during the period of your employment and thereafter, you shall not disclose to any person or make use of for your own benefit or for the benefit of any other person, any trade secret or confidential information of the Employer unless you have obtained the written consent of a director of the Employer or such use or disclosure is required for the proper performance of your duties.

8. Hours of work

Your normal hours of work shall be [INSERT HOURS] hours per week, [Monday to Friday] for [INSERT WEEKS] per year and such further hours as may be necessary to fulfil your duties.

9. Remuneration:

9.1 You will be paid £[AMOUNT] per year, payable monthly in arrears by credit transfer or any other arrangement acceptable to the Employer.

OR

9.1 You will be paid £[AMOUNT] per year, calculated on a pro rata basis by reference to a full time equivalent of £[AMOUNT], payable monthly in arrears by credit transfer or any other arrangement acceptable to the Employer. *(Delete as appropriate)*

9.2 If your contract is for less than 52 weeks per year your annual salary will be pro rated appropriately. You will receive your remuneration in 12 equal monthly amounts.

9.3 The Employer may deduct from the salary, or any other sums owed to you, any money owed by you to the Employer.

10. Holidays:

For staff on all year round contracts

10.1 The holiday year commences on 1 September. In each holiday year you will be entitled to [INSERT NUMBER] days' paid holiday reduced pro rata in respect of part-time employees in addition to public holidays. Prior approval must be obtained from your line manager before any holiday is taken. Approval will only be given if the proposed holiday will not unduly interfere with the smooth running of the business. The rules about gaining approval for holidays set out in Regulation 15 of the Working Time Regulations 1998 shall not apply and the only rules that shall apply shall be those set out in this paragraph.

10.2 You may carry forward up to 3 day's holiday from one holiday year to the next provided that holiday is taken before 1 December and that it has received prior approval from your line manager.

10.3 On termination of your employment, you will be entitled to a payment in lieu of all holiday accrued but not taken during the part of the holiday year prior to the termination of your

employment. The amount of the payment shall be the holiday pay that would have been paid in respect of such holiday unless your employment was terminated by reason of gross misconduct or you terminated your employment without giving the required notice, where such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

- 10.4 If, when you leave your employment, you have taken in excess of your holiday entitlement, any excess holiday payments made must be repaid to the Employer. Any sums so owing may be deducted from your salary.
- 10.5 For the purposes of calculating holiday pay, one day's pay shall be 1/260th of your [full time equivalent] annual basic salary.
- 10.6 If either party has served notice to terminate your employment, the Employer may require you to take any accrued but unused holiday entitlement during the notice period.
- 10.7 During any continuous period of absence due to sickness or injury of one month or more you will not accrue holiday under this contract and your entitlement under clause 10.1 for the holiday year in which such absence takes place shall be reduced pro rata save that it shall not fall below your entitlement under the Working Time Regulations 1998.

For staff on term time only contracts

- 10.8 You are required to take your holiday during the weeks that you are not contracted to work.
- 10.9 You are entitled to [weeks] and [days] holiday, and [days] in respect of Bank Holidays. These additional weeks and days will be added to the total number of weeks that you are contracted to work and you will receive payment for these in 12 equal monthly instalments as part of your salary.
- 10.10 You are not entitled to take any annual leave outside of academy closure periods.

11. Public Holidays:

You will be entitled to all statutory and public holidays and to be paid for such days. If you are required to work on a public holiday, you will be entitled to an additional day's holiday at some other time, subject to the prior approval of your manager.

12. Pensions:

You are eligible to be a member of the Local Government Pension Scheme. If you choose to remain in this scheme you will be required to contribute a percentage of your salary in accordance with the terms of the Scheme.

13. Sickness or Injury:

- 13.1 If you are absent from work by reason of sickness or injury, you must notify your line manager as soon as possible on the first day of your absence and keep the Employer regularly informed of the situation and the likely duration of the absence until you return. You must also provide any further information which the Employer may request in relation to any absence.
- 13.2 You should comply with any rules laid down in any sickness procedure.
- 13.3 If the absence continues for less than eight days (including weekends) you must complete a self-certification form when you return. If the absence lasts for eight days or more, you must obtain medical certificates to cover the whole period of your absence.
- 13.4 Subject to clause 13.5 provided you comply with the above requirements and the requirements of the sickness policy and procedure, you will be paid in accordance with the provision in the Green Book which is currently:

Length of Continuous Service	Full Pay	Half Pay
Under 4 months	1 month	0
Over 4 months to 1 year	1 month	2 months
Over 1 year to 2 years	2 months	2 months
Over 2 years to 3 years	4 months	4 months
Over 3 years to 4 years	5 months	5 months
Over 4 years	6 months	6 months

and thereafter statutory sick pay (if entitled to it) in accordance with the Social Security Contributions and Benefits Act 1992. For the purposes of statutory sick pay, qualifying days are Monday to Friday.

13.5 The Employer reserves the right to withhold sick pay in the following circumstances:

- You have not followed the correct absence notification procedure;
- You have an illness or injury which has been self inflicted;
- You have an illness or injury which results from your misconduct at work;
- You have an illness or injury which has been caused by outside employment.
- You are absent due to sickness or injury during disciplinary procedures against you.
- You are working elsewhere during your period of absence, whether or not this is during your normal working hours

13.6 The Employer has the right to require you to attend for a medical examination by any doctor nominated by the Employer and you will co-operate with any such requirement. You will also consent to your medical practitioner supplying a medical report.

13.7 If you are awarded damages in respect of any illness or injury caused by a third party, then any payments over and above statutory sick pay made by the Employer to you in respect of any period of absence caused by such illness or injury shall be treated as a loan repayable on demand.

14. Termination of employment:

14.1 Either party may terminate your employment by notice in writing of one month. If you have been continuously employed for four years or more, the notice period we will give you shall increase by one week for each completed year of employment to a maximum of twelve weeks.

14.2 The periods of notice provided for above may be waived by agreement in writing between you and the Employer, subject to compliance by the Company with statutory minimum notice requirements.

14.3 The Employer reserves the right, at its sole discretion, to pay you in lieu of any period of notice.

14.4 The Employer reserves the right to terminate your employment without notice in circumstances of gross misconduct, examples of which may be found in, but are not limited to, those set out in the disciplinary procedure.

15. Grievance and disciplinary procedures:

15.1 If possible, grievances and matters of a disciplinary nature will be dealt with informally but formal procedures are available if an informal procedure is not considered appropriate or has not resolved the problem. Even the formal procedure will be approached and operated flexibly as the main objective will be to resolve the problem.

15.2 If you have a grievance relating to your employment, you should raise it in accordance with the Grievance Procedure, a copy of which is [set out in the Employee Handbook/available from the office].

- 15.3 All grievances will be treated as strictly confidential and will not be disclosed to others in the company unless you wish it.
- 15.4 Disciplinary rules are set out in the disciplinary procedure, a copy of which is [set out in the Employee Handbook/available from the office].

16. Right to hold Personal Data

As part of your conditions of employment, you give the Employer permission to collect, retain and process information about you, such as age, sex, ethnic origin and health records. This information will be used by the Employer for a number of purposes, including but not limited to monitoring the Employer's compliance with the law and best practice in terms of equal opportunity and non-discrimination. Should your personal circumstances change, you must notify the Employer immediately.

17. Additional terms and conditions

In addition to the terms and conditions in this document the terms and conditions of the following will also apply during the course of your employment;

- The National Joint Council for Local Government Services (Green Book) as amended from time to time; and
- Any local collective agreement relevant to your employment reached between the trade unions recognised by the Employer and your Employer.

For the avoidance of doubt, where there is any conflict between the terms of the documents referred to in this clause 17 and the terms of this Agreement, this Agreement takes precedent.

18. Activities outside work

Whilst your off-duty activities are your own concern, there can be instances where private interests may conflict with the duties of your post. If you are contemplating:

- additional paid employment or services, or
- other activities which could involve some conflict of interest you should consult the Governing Body for advice.
-

you are required to declare the work/activity and obtain the express consent of the **Harworth Church of England Academy** prior to engaging in any business or appointment. The Governing Body will advise you on the required course of action.

19. Trade unions

The Employer believes that representative trade unions help ensure good employee relations and so encourages you to become a union member.

20. Protection of children

The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to satisfactory enhanced Disclosure and Barring Service check (with barred list check where applicable) and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended). You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution.

21. Christian Values:

As a teacher in a Church of England Academy you are required to have regard to the Christian character of the Academy and its Foundation and to undertake not to do anything in any way contrary to the interests of the Foundation.

22. Terms of employment:

These terms supersede all previous terms of employment, agreements, arrangements and understandings, whether formal or informal.

Signed on behalf of the Employer

Signed by the Employee

.....

.....

Dated:

GUIDANCE ON EMPLOYMENT CLEARANCES AND PREVENTION OF ILLEGAL WORKING

From 1 May 2004, the Government has extended the right to live and work in the UK to citizens of the following countries via regulations made under the *European Union (Accessions) Act 2003*.

Cyprus	Latvia	Slovakia
Czech Republic	Lithuania	Slovenia
Estonia	Malta	
Hungary	Poland	

Nationals of these states will have the same right to live and work in the UK as EEA citizens.

However, once nationals from these states with the exception of Malta and Cyprus have found a job in the UK, they will have to register under a new 'worker registration' scheme. On registration they will be provided with a worker's registration certificate. This certificate will be issued for 12 months and will confirm that the person has the right to live and work in the UK while they are working in that job.

In order for them to apply for the worker's registration certificate from the Home Office you will need to provide them with evidence of their employment with you.

From 1 May 2004, nationals from Malta and Cyprus and those who are self-employed will have the full right to live and work in the UK and are not required to obtain a worker's registration certificate.

CLEARANCE CHECKS FOR ALL EMPLOYEES

In addition to the changes detailed above, there will also be changes in the type of documents you are required to check and copy to obtain statutory defence under section 8. This means that if it is proved that an employee is working illegally and you have followed the checks below, you are able to demonstrate that you have undertaken all the necessary checks required by law.

These new arrangements only apply to those employees who have started working for you after 30 April.

You should require all potential employees to undergo these checks to ensure that there is no discrimination in the process. This can therefore be picked up through your DBS process.

This is what is required to prove eligibility to work in the UK:

One of the original documents in list A (below):**List A**

- A passport showing that the holder is a British citizen, or has the right of abode in the United Kingdom.
- UK National Identity Card
- A document showing that the holder is a national of a European Economic Area country (Group 1 - Appendix 1) or Switzerland. This must be a national passport or national identity card.
- A residence permit issued by the United Kingdom to a national from the European Economic Area country or Switzerland.
- A passport or other document issued by the Home Office which has an endorsement stating that the holder has a current right of residence in the United Kingdom as the family member of a national from a European Economic Area country or Switzerland.
- A passport or other travel document endorsed to show that the holder can stay indefinitely in the United Kingdom, or has no time limit on their stay.

- A passport or other travel document endorsed to show that the holder can stay in the United Kingdom; and that this endorsement allows the holder to do the type of work the employer is offering if they do not have a work permit.
- An Application Registration Card issued by the Home Office to an asylum seeker stating that the holder is permitted to take employment.

Or two of the original documents in list B:

List B

- A document giving a person's permanent National Insurance number and name. This could be a: P45, P60, National Insurance card, or a letter from a Government agency

AND one of the following documents

- A full birth certificate issued in the United Kingdom, which includes the names of the holder's parents

or

- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland **or**
- A certificate of registration or naturalisation stating that the holder is a British citizen **or**
- A letter issued by the Home Office which indicates that the person named in it can stay indefinitely in the United Kingdom or has no time limit on their stay **or**
- An Immigration Status Document issued by the Home Office with an endorsement indicating that the person named in it can stay indefinitely in the United Kingdom or has no time limit on their stay **or**
- A letter issued by the Home Office which indicates that the person named in it can stay in the United Kingdom; and this allows them to do the type of work that the employer is offering

Or

- An Immigration Status Document issued by the Home Office with an endorsement indicating that the person named in it can stay in the United Kingdom; and this allows them to do the type of work that the employer is offering.

Second combination

- A work permit or other approval to take employment that has been issued by Work Permits UK

AND one of the following documents

- A passport or other travel document endorsed to show that the holder is able to stay in the United Kingdom and can take the work permit employment in question

or

- A letter issued by the Home Office confirming that the person named in it is able to stay in the United Kingdom and can take the work permit employment in question.

Documents that are NOT acceptable are as follows:

- Driving licence
- Bank card
- Payslips
- Divorce/ Marriage certificates
- Short version of a birth certificate

FURTHER INFORMATION

You are required to satisfy yourself that your potential employee is the rightful holder of any of the documents they present to you. These documents should also allow them to do the type of work you are offering.

You must carry out the following reasonable steps when checking all of the documents presented to you by your potential employees:

1. Check any photographs, where available, to ensure that you are satisfied they are consistent with the appearance of your potential employee.

2. Check the dates of birth listed so that you are satisfied these are consistent with the appearance of your potential employee.
3. Check that the expiry dates have not been passed.
4. Check any United Kingdom Government stamps or endorsements to see if your potential employee is able to do the type of work you are offering.
5. If your potential employee gives you two documents from **List 2** which have different names, you should ask them for a further document to explain the reason for this. The further document could be a marriage certificate, divorce document, deed poll, adoption certificate or statutory declaration.

Finally you should make a photocopy or a scan of the following parts of all documents shown to you:

1. The front cover and all of the pages, which give your potential employee's personal details. In particular, you should copy the page with the photograph and the page, which shows his or signature.
2. Any page containing a United Kingdom stamp or endorsement, which allows your potential employee to do the type of work you are offering.

You should then keep a record of every document you have copied. By doing this the Immigration Service will be able to examine your right to the defence if they detect anyone working illegally for you.

You should require all potential employees to undergo these checks, not just people with "foreign" names or from ethnic communities, to ensure that there is no discrimination in the process.

Contravention of these requirements is a criminal offence and severe financial penalties can be imposed.

A Home Office helpline is available on 0845 010 6677 or for more information go to their website at www.ind.homeoffice.gov.uk. You can also speak to your named HR Adviser if you have specific queries.

GUIDANCE ON DISQUALIFICATION FROM CHILDCARE

This refers to obligations relating to disqualification under the Childcare Act 2006 which came into force in schools in late 2014.

This legislation applies to:

1. In primary schools it applies to all staff who are employed in and/or provide early years childcare.
2. All staff involved in before and after school clubs attended by children under 8 years of age.

Volunteers are also covered by this legislation if they volunteer on a regular basis in either of the above or are involved in the management of the provision of 1 or 2 above.

The February 2015 guidance now explains that staff not employed directly to provide childcare are not covered by this guidance.

Informing staff

You will need to make staff aware that there are certain things that may mean that they are automatically disqualified from providing childcare (affecting their role within this school) by themselves or a member of their household having committing a disqualifiable offence or a disqualifying event. These broadly fall into the three below categories:

1. That you or a member of your household have a caution/conviction for certain violent/sexual offences
2. Grounds relating to the care of children, or the children of others in your household
3. That you or a member of your household have had registration refused/cancelled in relation to childcare

If a member of their household has committed a disqualifiable offence / event then they would be automatically disqualified from providing childcare by your association with that disqualified person. This is known as 'disqualification by association'.

When we refer to members of household, please be aware that this is not limited to just partners, civil partners or spouses, it also applies to anyone (either child or adult) who lives or works in their household. When declaring information relating to others in their household, they should be aware that they are required only to declare information which is to the best of their knowledge and they are not obligated to go home and start asking questions of others in their household relating to the above.

You should also be aware that whilst disclosure relating to staff themselves would usually be exempt from the Rehabilitation of Offenders Act, i.e. they should declare convictions / cautions irrelevant of whether they are considered spent or not, for declaration relating to others living in their household, the Rehabilitation of Offenders Act would be applicable and therefore only those convictions / cautions which are classed as unspent would need to be disclosed.

Ofsted have provided a list of disqualifiable offences which can be found in Table A at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414345/disqual_stat-guidance_Feb_15__3_.pdf

You will need to ensure that staff read through this and approach you if there is anything to declare under the disqualification guidance relating to themselves or anyone else in their household. It is only the offences / events on this list that we require staff to declare

You should also make staff aware that they have an ongoing responsibility to inform you without delay if their own or anyone in their household's circumstances change relating to the disqualification guidance.

You will be required to ensure staff who are covered by the disqualification legislation are informed of the above and sign an attendance sheet to confirm that they have attended this meeting. For existing staff who are covered by this legislation, this meeting should be arranged without delay and you should ask staff to read and sign the declaration in Appendix ii as part of the induction process for new starters.

You have a responsibility to ensure that staff are clear relating to their obligations regarding disclosure pertaining to Disqualification under the Child Care Act 2016.

FORM TO BE SIGNED AT THE DISQUALIFICATION BRIEFING BY ALL STAFF COVERED UNDER THE DISQUALIFICATION LEGISLATION.

Please sign to confirm your understanding of your obligations and your attendance at this briefing.

STAFF NAME (PRINT)	STAFF SIGNATURE	DATE ATTENDED BRIEFING

DISQUALIFICATION FROM CHILDCARE INFORMATION FOR NEW EMPLOYEES

This information is to make you aware of your obligations relating to disqualification under the Childcare Act 2006 which came into force in schools and academies in late 2014.

The role that you have been conditionally offered been identified as one which the disqualification declaration applies to.

You need to be aware that there are certain things that may mean that you are automatically disqualified from providing childcare, which could affect whether you can work in this role. These are whether you or a member of your household has committed a disqualifiable offence or a disqualifying event. These broadly fall into the three categories below:

4. That you or a member of your household have a caution/conviction for certain violent/sexual offences
5. Grounds relating to the care of children, or the children of others in your household
6. That you or a member of your household have had registration refused/cancelled in relation to childcare

If a member of your household has committed a disqualifiable offence / event then you would be automatically disqualified from providing childcare by your association with that disqualified person. This is known as 'disqualification by association'.

Members of your household also applies to anyone (either child or adult) who lives or works in your household, not just your spouse or partner. When declaring information relating to others in your household, you should be aware that you are required only to declare information which is to the best of your knowledge. You are not obligated to go home and start asking questions of others in your household relating to the above.

You are required to disclose information relating to yourself that would usually be exempt from the Rehabilitation of Offenders Act, i.e. you should declare convictions / cautions irrelevant of whether they are considered spent or not.

When making a declaration relating to others living in your household, the Rehabilitation of Offenders Act would be applicable and therefore only those convictions / cautions which are classed as unspent would need to be disclosed. If you are unclear on what spent and unspent means, let us know so that we can advise you on each individual case.

Ofsted have provided a list of disqualifiable offences which can be found in Table A at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414345/disqual_stat-guidance_Feb_15__3_.pdf

You need to read through this and contact us before your employment commences if there is anything to declare under the disqualification guidance relating to yourself or anyone else in your household. It is only the offences / events on this list that we require you to declare. If you are unsure of a specific offence / event is applicable after reading the Ofsted lists, then please let us know so that we can advise you appropriately. If you cannot access this information via the link then please also let us know.

You should also be aware that from this point forward if your own, or anyone in your household's, circumstances change relating to the disqualification guidance, you are obligated to inform us of this without delay.

You will be required to sign a copy of this document to confirm that you have read this guidance and that you are clear relating to your obligations regarding disclosure pertaining to Disqualification under the Child Care Act 20016, so please do make sure that you contact us if you are unclear on any part of this.

I have read and understood the information in this document.

Signed

Print name

Date