



CONTRACT OF EMPLOYMENT
(INCORPORATING STATEMENT OF WRITTEN PARTICULARS)
FOR
A SUPPORT STAFF MEMBER (NOT TEACHING ASSISTANT)
BEING
DATA PROTECTION OFFICER
IN A CATHOLIC SCHOOL

THIS AGREEMENT IS A CONTRACT

OF EMPLOYMENT BETWEEN

(1) THE GOVERNING BODY OF

ST. PAULINUS CATHOLIC PRIMARY SCHOOL

SITUATED AT

TEMPLE RD.

DEWSBURY

WEST YORKSHIRE

WF13 3QE

A CATHOLIC VOLUNTARY AIDED SCHOOL IN THE DIOCESE OF

LEEDS

("THE GOVERNING BODY")

AND

(2) ANONYMOUS

OF

("YOU")

FOR SERVICE AS A

DATA PROTECTION OFFICER

PREAMBLE

This Statement of Written Particulars contains the terms of Your employment which is given to You in accordance with Section 1 of the Employment Rights Act 1996 by your employer, the Governing Body of St. Paulinus Catholic Primary School ("the School"). It should be read in conjunction with the Governing Body's Staff Handbook, disciplinary, grievance and capability policies and any other policies and procedures the Governing Body operates from time to time. This Statement, together with any such policies and procedures which the Governing Body stipulate as expressly contractual in nature, constitute Your contract of employment with the School.

1 THE POST

You are appointed by the Governing Body to serve as a Data Protection Officer ("the Post") at the School. Your job description will be provided to You by the Governing Body and may be attached to this contract at Appendix 1. The terms and conditions of Your employment set out in this contract may be subject to periodical review following consultation with You.

2 COMMENCEMENT OF CONTRACT

- 2.1 Your Post commences on 01 January 2020.
- 2.2 Your continuous service under the Employment Acts will usually be calculated from the date You started working at the School unless Your employment with a previous Governing Body of a voluntary aided or foundation school, or Local Authority, counts as continuous service under the Employment Acts.
- 2.3 For determining redundancy payments, continuous service with Local Authorities and with certain other specified employers will be aggregated with Your service at this School in accordance with the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) and/or the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015 (as amended) as appropriate.

3 DURATION OF CONTRACT

- 3.1 Your Post is for a fixed-term which expires on 31 August 2020 because in the first instance, it may continue as per the school's requirements.
- 3.2 Possibility of position becoming permanent

4 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

4.1 You are employed in the School under the directions of the Governing Body and under the immediate directions of the Headteacher and in accordance with:

4.1 (a) the provisions of the Education Acts and any associated regulations;

4.1 (b) the Trust Deed and the Instrument of Government of the School;

4.1 (c) any policies, procedures, regulations or rules of the Governing Body;

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

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

4.1 (e) any local collective agreements recognised by the Governing Body (which may be listed (non-exhaustive) at Appendix 2);

4.2 You are expected to be conscientious and loyal to the aims and objectives of the School;

4.3 You are to have regard at all times to the Catholic character of the School, and not to do anything in any way detrimental or prejudicial to the interest of the same.

4.4 Where You wish to take part in any outside activity which may, in the reasonable opinion of the Governing Body, interfere with the efficient discharge of Your duties under this contract, You are required to obtain the prior written consent of the Governing Body, such consent not to be unreasonably withheld.

5 DUTIES

5.1 You are required to perform the duties of a Data Protection Officer in accordance with Your job description provided to You in clause 1.

6 PLACE OF WORK

Your normal place of work is at the School, or at the premises used from time to time by the School, unless Your duties take You elsewhere. The Governing Body reserves the right to require You to work at such other place or places as it may reasonably require from time to

time.

7 SALARY

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

7.2 Your current salary is £ per annum inclusive of holiday pay as per the applicable pay scale Grade 11, spinal column point no paid pro-rata for part-time employees. Your salary may be reviewed annually.

7.3 You will also receive the following:

7.3.1 reasonable expenses which You incur in the proper performance of Your duties (in accordance with the Governing Body's expenses claim policy). Such expenses must be properly evidenced in accordance with such policy;

7.4 Your salary will be paid on in arrears by Direct Deposit to a bank or building society account of Your choice.

7.5 You are entitled to the following payment during periods of School closure (e.g. full salary, retainer in accordance with Green Book etc): Full salary. Such payments may be affected by the application of the Governing Body's sick pay scheme, maternity or paternity pay/allowance, shared parental leave scheme, or for some other reason specified in writing to You.

7.6 You agree that the Governing Body may deduct from any salary or other payment due to You any amount owed by You to the School, following prior notification to You. Arrangements to repay any over-payments will be made with the intention of avoiding hardship and in accordance with the provisions of the National Minimum Wage Act 1998.

8 HOURS OF WORK

8.1 Your normal working hours are 3 hours per week on a term-time only basis over Term time only 39 weeks per year weeks per year with a lunch break each working day of Not applicable.

8.2 Subject to the provisions of the Working Time Regulations 1998 (as amended) You may be required to work such additional hours as may be necessary to enable You to effectively discharge Your duties under this contract

- 8.3 Time spent in travelling to or from Your place of work shall not count as working time.

9 HOLIDAYS AND LEAVE OF ABSENCE

- 9.1 You are entitled to such holidays in accordance with the provisions of the Green Book.
- 9.2 Holidays should normally be taken during periods of School closure and public holidays, details of which will be notified to You by the School from time to time. Current information relating to School closure and in-service training days is available at the School.
- 9.3 Any leave being requested during term-time will require the prior consent of the Headteacher before being booked.
- 9.4 The Governing Body, or in a case of urgency, the Chair, may, at its discretion, grant You occasional leave of absence within the limits and upon the conditions relative to payment of salary prescribed by the Governing Body on compassionate or other grounds.
- 9.5 You are entitled to Your statutory rights in relation to parental leave and time off for dependants.

10 SICKNESS AND SICK PAY

You shall comply with the procedural requirements for dealing with incapacity for work due to sickness or injury which are contained in the Governing Body's Sickness Absence Policy, a copy of which can be accessed in the Staff Handbook, and which shall comply with the relevant provisions of the Green Book. Notification of sickness absence must be made in accordance with the Governing Body's Sickness Absence Policy.

11 MATERNITY LEAVE PROVISIONS

Provisions for maternity leave shall be those set out in the Green Book, without prejudice to any additional rights provided by the Employment Acts and/or agreed locally, where ratified by the Governing Body.

12 PATERNITY AND ADOPTION PROVISIONS

You shall be entitled to statutory paternity and/or adoption leave and pay, without prejudice to any additional rights incorporated into the Green Book from time to time.

13 SHARED PARENTAL LEAVE

If eligible You shall be entitled to benefit from the shared parental leave procedure set out in the Children and Families Act 2014 and in line with the current governing law. This enables You in effect to share Your leave with another qualifying partner subject to compliance with the required notification procedure.

14 PENSIONS AND PENSION SCHEME

14.1 If Your employment is full-time or part time and You are between the ages of 16 and 75 and Your employment is for a period of 3 months or more, You shall be automatically enrolled as a member of the Local Government Pension Scheme ("LGPS") or other appropriate pension scheme as notified to You.

14.2 You may, at any time in the course of Your employment, opt out of the LGPS or other appropriate pension scheme and make alternative arrangements. Notice to do so should be given in accordance with the Governing Body/School's Pension Policy.

15 TRADE UNION MEMBERSHIP

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

16 DISCIPLINARY, GRIEVANCE AND CAPABILITY POLICIES

16.1 The Governing Body's disciplinary policy from time to time in force sets out the rules and procedure for dealing with disciplinary matters and You can access a copy in the Staff Handbook.

16.2 The Governing Body's grievance policy from time to time in force sets out the procedure for dealing with employee grievances and You can access a copy in the Staff Handbook.

16.3 The Governing Body's capability policy from time to time in force sets out the rules and procedure for dealing with any capability issues arising from, but not limited to, any review of Your performance which may be carried out by the School/Governing Body, or otherwise, and You can access a copy in the Staff Handbook.

16.4 The Governing Body has the right to alter, amend and/or revoke any policies, procedures, regulations and/or rules from time to time as it, in its sole discretion, thinks fit. You will be notified of any changes in writing, where appropriate.

17 PERIODS OF NOTICE AND TERMINATION OF CONTRACT

- 17.1 In the case of a fixed-term contract Your employment will terminate automatically on the date specified in Clause 3.1 unless Your employment is terminated by the Governing Body by giving to You not less than the statutory minimum period of notice required by the Employment Acts.
- 17.2 You may at any time terminate this contract by giving one month's notice. Such notice must be in writing and may be served by delivering it to the Chair or Clerk or by sending it in a prepaid letter to such Chair or Clerk at his place of residence or care of the School.
- 17.3 It shall be sufficient that any notice given by the Governing Body under this clause 17 shall be signed by the Chair or Clerk on its behalf. Any such notice may be served by delivering it to You or by leaving it at Your last known place of residence or by sending it in a prepaid letter addressed to You at that place.
- 17.4 In the event that Your employment is terminated by either party on giving the required notice under this clause 17, the Governing Body reserves the right to require You not to attend School during the notice period. In such a case You will be placed on "garden leave" but You will remain employed by the Governing Body and so bound by the terms of this contract of employment until the notice of termination of employment expires. The periods of notice specified in this clause 16 do not apply in the case of summary dismissal for gross misconduct and the Governing Body hereby reserves the right in such a case to dismiss You without notice.
- 17.5 In the event of redundancy, compensation shall be determined in accordance with the relevant statutory provisions, including the Teachers' (Compensation for Redundancy and Premature Retirement) Regulations 1997, the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and the Green Book where appropriate.

18 HEALTH & SAFETY

You will familiarise Yourself with and ensure compliance with the Local Authority's and/or School's policy on Health and Safety at Work from time to time in force, a copy of which can be accessed in the Staff Handbook.

19 SAFEGUARDING AND CHILD PROTECTION

- 19.1 You will take responsibility for safeguarding the welfare of children in line with Your professional duty and subject to the universal duty applicable to all who work in a child centred environment. In fulfilling Your duty to safeguard children You will familiarise yourself with and comply with the School's Safeguarding Policy and Procedure from time to time updated which can be accessed in the Staff Handbook.
- 19.2 You are required to inform the Governing Body immediately if You are the subject of a referral to the Disclosure and Barring Service (DBS), charged or convicted of any criminal offence or in receipt of a police caution, reprimand or warning; or if there is a formal child protection investigation in relation to You or any member of Your household.
- 19.3 Disclosure of a criminal conviction will not necessarily debar You from employment with the Governing Body depending on the nature of the offence, how long ago it was and what age You were when it was committed and any other factors that may be relevant to this appointment. Failure to declare a conviction, caution or bind-over may disqualify You from appointment, or result in summary dismissal without notice if the discrepancy subsequently comes to light.

20 CONFIDENTIALITY

- 20.1 Without prejudice to the Diocese's Whistle-Blowing policy, where applicable, You may not during, or following termination of, Your employment disclose to anyone other than in the proper course of Your employment, or if required to do so by law, any information of a confidential nature relating to the Diocese and/or the School. Breach of this clause 20.1 may be treated as gross misconduct warranting summary dismissal.
- 20.2 The exception to clause 20.1 is where information is already in the public domain, otherwise than as a result of You breaching clause 20.1.

21 INTERPRETATION

In this contract, unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:-

- 21.1 'Canon Law' means the Canon Law of the Catholic Church from time to time in force.
- 21.2 'Catholic' means in full communion with the See of Rome.

- 21.3 'Diocesan Education Service' means the education service provided by the diocese which may also be known, or referred to, as the Diocesan Schools Commission.
- 21.4 'Employment Acts' includes, but is not limited to, the Employment Rights Act 1996.
- 21.5 'School' means the school or college named at the beginning of this contract and includes all sites upon which the school undertaking is from time to time being carried out.
- 21.6 'The Chair' means the Chair of the Governing Body appointed from time to time.
- 21.7 'The Clerk' means the Clerk of the Governing Body appointed from time to time.
- 21.8 'The Education Acts' has the same meaning as in Section 578 of the Education Act 1996 (as amended).
- 21.9 'The Green Book' means the "National Agreement on Pay and Conditions of Service for Local Government Services" and includes any subsequent amendments thereto.
- 21.10 'The Local Authority' means the Local Children's Services Authority and includes the local authority within the meaning of the Education Acts for the area in which the School is situated.
- 21.11 'Trust Deed' in relation to any school has the same meaning as given in Section 579(1) of the Education Act 1996.
- 21.12 References to any statutory enactment, instrument or order include any subsequent amendment or substituted provisions for the time being in force.

22 COMMENCEMENT OF POST

- 22.1 Your Post is excepted under the Exceptions Orders to the Rehabilitation of Offenders Act 1974 and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended).
- 22.2 This contract is subject to and shall not take effect in the event of any adverse response being received or discovered to any enquiry or examination made or specified at the time of appointment (a) in order to safeguard the wellbeing of the pupils at the School; (b) as a result of a condition specified by the Governing Body at that time; or (c) in order to comply with the Regulations referred to at 22.1 above.

- 22.3 This contract is subject to You having a legal right to work in the UK of which You are required to provide acceptable documentary evidence in accordance with section 8 of the Asylum and Immigration Act 1996. If the Governing Body cannot verify that You have a right to work in the UK this contract will not take effect. Should the Governing Body become aware that You do not have a legal right to work in the UK, or should Your legal right to work in the UK expire during the course of Your employment, Your contract of employment will be terminated with immediate effect.
- 22.4 The School operate a safer recruitment policy and procedure incorporating appropriate pre and post interview checks in the interests of safeguarding children and ensuring the School remains compliant with legal and regulatory requirements. Your post is subject to You obtaining clearance in our vetting processes. A copy of the School's Safer Recruitment Policy and Procedure is available in the Staff Handbook.
- 22.5 This Post is subject to a satisfactory disclosure being obtained from the Disclosure & Barring Service.

This Contract is made this day of 20

Between

The Governing Body as the Employer

And

Anonymous

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

Signed by the Employee:.....