Casual Staff in an Academy

Contract Template

[NAME OF TRUST]

Name

Address

Address

Address

Address

[Home Email]

By post and by email

[DATE]

Dear [NAME]

Casual Worker – Terms of Engagement

The [NAME OF TRUST]’s (the “Trust”) aim is to provide an outstanding education to all the children taught by us. We expect all staff to work together to achieve that aim.

The Trust cannot always predict the exact staffing levels it will require. The Trust therefore requires casual workers because of the fluctuating demands of the business and it is entering into this Agreement to record the terms on which the working relationship is entered into.

This letter is a statement of the terms of your engagement as a worker as required by section 1 of the Employment Rights Act 1996. You have the status of a worker and are not an employee.

1. Status of this Agreement
   1. This contract governs your engagement from time to time by the Trust as a casual worker. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the Trust to provide work to you and you will work on a flexible, "as required" basis.
   2. It is entirely at the Trust's discretion whether to offer you work and it is under no obligation to give any reasons for its decision to offer or not offer work.
2. No presumption of continuity
   1. Each offer of work by the Trust that you accept (an “Assignment”) shall be treated as an entirely separate and severable engagement. The terms of this contract shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment.
   2. The fact that the Trust has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.
3. Start date
   1. Your first Assignment will commence on [DATE]. We will notify you of the start date of any subsequent Assignment.
4. Right to work
   1. Before offering you an Assignment the Trust will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.
   2. You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Trust immediately if you cease to be so entitled at any time.
   3. The Trust may terminate this Agreement, and any Assignment, at any time, without notice, if you do not have (or cease to have) the right to work in the United Kingdom.
5. Arrangements for work
   1. No probationary period applies to your engagement.
   2. The Trust may offer you work from time to time as [insert details of role] at any of its academies (the “Academies”). If you accept an offer of work, your duties will usually include [insert any specific requirements] and you will usually report to [title or position] or such other person as may be notified to you from time to time.
   3. The precise description and nature of the work required may vary between assignments and you may be required to carry out other duties to meet the needs of the Trust’s business. You will be informed of the requirements at the start of each Assignment.
   4. You are under no obligation to accept any work offered by the Trust at any time.
   5. If you accept an Assignment, the Trust will expect you to complete the Assignment.
   6. Once you have accepted an offer of work, you must inform the Trust immediately, by contacting [insert details], by telephone, if you will be unable to complete the Assignment for any reason.
   7. If you have not completed an Assignment the Trust is entitled to pay you on a pro-rata basis at your hourly rate to for the work done but not for any work which has not been completed.
   8. The Trust reserves the right to end an Assignment at any time.
   9. If the Trust needs to cancel the Assignment, it will notify you as soon as reasonably practicable.
   10. In order to assist the Trust in organising work, please complete the personal information sheet attached to this contract at ***0*** and return to [name] by [date]. It is your responsibility to inform the Trust of any changes to these details.
6. Trust’s Religious Character

When accepting an Assignment you are agreeing to:

* + 1. have regard to, maintain and develop the Church of England character of the Trust and the Academies;
    2. be conscientious and loyal to the aims and objectives of the Trust and the Academies;
    3. not do anything which is or has the potential to be in any way prejudicial or contrary to the interests of the Trust and the Academies;
    4. to recognise and support the Trust and Academies’ individual ethos; and
    5. promote good relationships with the parents/guardians of the pupils of the Academy, the Diocese, the Local Authority, the Department for Education and the Education Skills Funding Agency.

1. Place of work
   1. During each Assignment, your place of work will be [LOCATION] (“the Academy”).
   2. You will not be required to work outside the UK.
2. Hours of work
   1. You have no normal hours of work and you will be required to work on an "as required" basis. Your hours will vary according to the needs of the Trust and you will be notified of your hours in advance of each Assignment.
   2. The Trust is under no obligation to provide you with work, or to provide you with a minimum number of hours work each day or week.
   3. You will be entitled to an unpaid lunch break of [INSERT – MINIMUM OF 20 MINUTES] where your Assignment requires you to work more than six hours in any one day.
3. Working time opt-out
   1. The Working Time Regulations 1998 impose a limit on your working time. The precise calculation of the limit is complicated but, in broad terms, your average working time is limited to an average of 48 hours a week. However, you can 'opt out' of the limit if you so wish.
   2. Please complete the form attached at ***0*** to confirm whether you wish to opt out of the 48-hour limit on a week's work. If you do not opt out, the Trust must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. This includes any time spent working for third parties. You must therefore keep the Trust informed of the hours that you work for third parties so that it can comply with the 48 hour limit.
4. Pay
   1. The Trust will pay you at the rate of [enter scale and pay rate, as applicable] per [hour OR day] for those [hours OR days] that you work.
   2. You must complete and submit weekly timesheets for payment of [hours OR days] that you have worked each week. Completed timesheets should be returned to [insert name/department].
   3. Payment in arrears for work completed will be paid directly into your nominated bank account on or about the [DATE] day of the month. The Trust will make all necessary deductions from payments made to you as required by law.
   4. The Trust is entitled to deduct from your pay, and any other payments due to you, any money that you may owe to the Trust from time to time. Arrangements to repay any sums due to the Trust will be made with the intention of avoiding unnecessary hardship.
5. Benefits

You are not entitled to any benefits during your engagement.

1. Holidays
   1. The Trust holiday year runs from the 1st September to 31st August.
   2. You are entitled to the equivalent of 5.6 weeks' paid holiday per holiday year, pro rata’d to the hours you have undertaken. This includes public holidays in England and Wales.
   3. Your holiday entitlement includes your statutory annual leave entitlement under the Working Time Regulations 1998. All annual leave entitlement must be taken during periods of school closure.
   4. At the end of each Assignment the Trust will pay you in lieu of any holiday accrued but not taken during the Assignment for the holiday year in which the Assignment ends. The amount of such payment in lieu shall be one hour's pay for each accrued but untaken hour of your holiday entitlement.
   5. If you have taken more holiday than your accrued entitlement at the date on which an Assignment ends, the Trust will be entitled to deduct from any payment due to you any such overpayment in respect of accrued annual leave entitlement.
   6. You will take all of your annual leave entitlement in the annual leave year in which it accrues and carrying forward annual leave entitlement is not permitted unlessthe law permits holiday to be carried forward.
2. Sickness
   1. If you have accepted an offer of work but are subsequently unable to work the hours agreed due to sickness, you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.
   2. If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an Assignment, but you will not be entitled to any other payments from the Trust during such period.
3. Training

No training will be provided to you during your engagement. [OR] You are entitled to take part in various training courses which we may provide from time to time.

1. Data Protection and Fair Processing
   1. The Trust will collect and process information relating to you in accordance with the privacy notice which is on the Academy’s website.
   2. You shall comply with the Trust’sData Protection Policies when handling personal data in the course of your engagement including personal data relating to any member, director, trustee, governor, employee, pupil, parent or carer, contractor or supplier of the Trust.
   3. The Trust’s systems enable it to monitor telephone, email, voicemail, internet and other communications. In order to carry out its legal obligations as an employer (such as ensuring employee's compliance with our Data Protection Policies, and for other business reasons, it may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for our lawful purposes.
   4. The Trust may terminate this contract and/or your Assignment immediately by giving notice in writing to you if it reasonably considers that you have failed to comply with the Data Protection Policies.
2. Trust rules and procedures
   1. During each Assignment you are required at all times to comply with the relevant Trust rules, policies and procedures in force from time to time [including but not limited to the Trust’s staff handbook available on the Trust’s Intranet. In particular, you should note the Code of Ethics, Positive Behaviour Support Policy, E-Safety, IT Acceptable Use Policy and Safeguarding policies].
   2. The Trust’s rules, policies and procedures do not form part of your contract. Insofar as there may be a conflict between the Trust’s rules, policies and procedures and the terms of this contract, the terms of this contract will prevail.
   3. Failure by you to comply with the Trust’s rules, policies and procedures may result in the Trust terminating this contract and/or your Assignment immediately by giving you notice in writing.
3. Confidential information
   1. You will not, either during your engagement by the Trust or at any time after it ends, without the prior written approval of the Trust, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than the Trust), or directly or indirectly disclose Confidential Information to any person (other than any person employed by the Trust whose province it is to have access to that Confidential Information).
   2. ConfidentialInformation means information which is not in the public domain, relating to the business, management systems, finances, transactions and affairs of the Trust, its trade secrets, information relating to the business, finances, dealings, transactions and affairs of any of the Academies in the Trust, its employees, pupils, parents, guardians, local residents or any other relevant person, or any suppliers, agents or contractors of the Trust, and any information which is identified to you by the Trust as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
   3. The restriction in this clause 16 does not apply to:
      1. prevent you from making a protected disclosure within the meaning of section 43A of the ERA 1996; or
      2. a use or disclosure that has been authorised by the Trust or is required by law or in the course of your duties.
4. Trust property
   1. All documents, manuals, hardware and software provided for your use by the Trust, and any data or documents (including copies) produced, maintained or stored on the Trust's computer systems or other electronic equipment (including but not limited to mobile phones Personal Digital Assistants (PDAs) and tablets) remain the property of the Trust.
   2. Any Trust property in your possession and any original or copy documents obtained by you in the course of your work for the Trust shall be returned to [POSITION] at any time on request and in any event at the end of each Assignment. You must also delete, irretrievably, any information relating to the business of the Trust that you have stored on any electronic or digital storage or memory device that does not belong to the Trust and, if required, confirm to the Trust in writing that you have complied with your obligations under this paragraph.
5. Trade Union membership
   1. We encourage staff to join an appropriate trade union or professional association.
6. Changes to terms and conditions and termination
   1. If you no longer wish to be considered for casual work by the Trust you should inform [NAME] as soon as possible.
   2. The Trust may reduce its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any such changes the Trust may terminate this contract with immediate effect by giving notice in writing to you. In the event of any changes to the terms on which the Trust is prepared to engage such workers, you may, at the Trust’s absolute discretion, be offered a new contract for casual work though the Trust is under no obligation to make such an offer.
   3. The Trust may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of your obligations or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include (but are not limited to) theft, dishonesty, fraud, assault, fighting, act of violence or aggression, unacceptable use of obscene or abusive language (including language of a discriminatory nature), possession or use of non-prescribed drugs or possession or consumption of alcohol on Trust premises or during working hours, other than on occasions approved by the Trust, serious incapability at work brought on by alcohol or non-prescribed drugs, wilful damage to the Trust’s property or the property of its employees, volunteers, suppliers or contractors, serious insubordination, falsification of records or other Trust documents, including those relating to obtaining work, unlawful discrimination, harassment or bullying, refusal to carry out reasonable management instructions, gambling, bribery or corruption, acts of indecency or sexual harassment, serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow worker or employee, client or third party, breach of the Trust’s policy regarding smoking, unauthorised access to, or use of, computer data or computer hardware, concealing any actual or attempted cheating by any pupil, employee, worker or volunteer, including participating in or concealing any actual or attempted exam misconduct and any acts or omissions which might otherwise bring the Trust into disrepute
   4. For the avoidance of doubt, on the termination of this contract (howsoever caused) you will not be entitled to any further payments from the Trust other than any outstanding pay for work done and any holiday pay in respect of accrued untaken holiday.
7. Disciplinary and grievance procedures
   1. There are no disciplinary and grievance procedures applicable to you as a casual worker, If, however, you are dissatisfied with any decision to terminate this Agreement or an Assignment, or you are unhappy with another aspect of your work or the working relationship then you should contact [POSITION].
8. Pensions

You are not eligible to be enrolled in a pension scheme.

1. Collective agreements
   1. The provisions of the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service, commonly known as the Green Book, are not incorporated into this Agreement and do not form part of this Agreement and there is no entitlement to contractual sick pay and contractual maternity, paternity, adoption and shared parental pay and rights.
2. Whole Agreement
   1. This Agreement is intended to fully reflect the intentions and expectations of both parties as to our future dealings and in the event of any dispute regarding your engagement as a casual worker by the Trust it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a work relationship.
   2. Any variation to this contract will only be valid where it is recorded in writing and signed by both parties. You confirm that you have read and understood the contents of this document and have had the opportunity to take advice where necessary.
3. Governing Law and Jurisdiction

The validity, construction and performance of this Agreement, and any claim, dispute or matter arising under or in connection with it or its enforceability, will be governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Please indicate your acceptance of these terms by signing and returning to us the attached copy of this letter.

Yours sincerely,

|  |
| --- |
| ………………………………………………………  [NAME OF SENDER] |
|  |
| I hereby acknowledge receipt and accept the contents of this letter |
| Signed ……………………………………………… |
| [NAME OF RECIPIENT] |
| Date ………………………………………………… |

Schedule 1 - Personal information sheet

Completed information sheets should be returned to [POSITION]. The Trust is unable to offer you any work until it has received this information sheet from you.

Personal information

Name:

Address:

Telephone number:

Mobile number:

E-mail address:

National Insurance number:

Who do you wish us to contact in an emergency?

Name:

Contact details:

Bank account information

Account name:

Name of bank:

Address:

Account number:

Sort code:

Please specify any days and times you are NOT able to work for the Trust:

Please specify the number of hours per week (if any) that you regularly work for other businesses/employers:

It is your responsibility to keep the Trust informed of any changes to this information.

Signed:

Dated:

Schedule 2 - Working time election form

Please tick one of the boxes below and sign and date this form. Completed forms should be returned to [POSITION]. We are unable to offer you any work until we have received this form.

[ ] I wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

You may terminate this Agreement by giving three months' written notice at any time.

[ ] I do not wish to opt-out of the 48-hour working week restriction under the Working Time Regulations 1998.

Signed:

Dated:

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