

This letter is provided as a template and will need to be amended to suit the circumstances of each individual case. Advice should be sought from your EPM HR Adviser.

***For holiday years starting on or after 1 April 2024 where the****worker****is an irregular hours or part year*** *worker****- using rolled-up holiday pay to calculate holiday pay.***

\*Please delete this box on adoption

[On headed notepaper]

EPM Model Casual Worker Letter of Engagement

[Address]

[Date]

Dear [Name],

The [organisation name] cannot always predict the exact staffing levels it will require. Therefore, the [School/Trust] requires casual workers because of fluctuating demands and it is entering into this agreement to record the terms on which a casual work relationship is entered into.

The terms of your casual engagement are subject to satisfactory clearances/conditions being met.

Status of the Agreement

This statement governs your engagement from time to time by [employer name] 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 you to perform work for [employer name] (even if offered) or on [employer name] to provide work to you and there will be no mutuality of obligation between the parties.

School/Trust’s Discretion as to Work Offered

It is entirely at the [School/Trust’s] discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The [School/Trust] reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

No Presumption of Continuity

Each offer of work by the [School/Trust] which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this statement 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.

The fact that the [School/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.

You have no continuous service and will not accrue any in this position.

Arrangements for Work

If the [School/Trust] wants to offer you any work, you will be contacted with the relevant details, such as dates, hours and specific times to attend. You are under no obligation to accept any work offered by the [School/Trust] at any time. However, if you accept an assignment, you must inform the [School/Trust] immediately if you will be unable to complete it for any reason.

The [School/Trust] reserves the right to terminate an assignment at any time for operational reasons. You will be paid for all work done during the assignment up to the time it is terminated.

In order to assist the [School/Trust] in organising work, please complete the personal information sheet attached to this statement and return to the [HR Department] within 7 days. It is your responsibility to inform the [School/Trust] of any changes to these details.

Work

The [School/Trust] may offer you work from time to time as a [job title]. The precise description and nature of your work may be varied with each assignment, and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each assignment.

Before offering you an assignment, the [School/Trust] will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the [School/Trust] immediately if you cease to be so entitled at any time.

Place of Work

During each assignment, your place of work will be [employer name & address] or elsewhere as may be reasonably required by the [School/Trust]. The [School/Trust] may offer you work at various locations. You will be informed of the relevant place of work for each assignment.

Hours of Work

During each assignment, your hours of work will vary depending on the operational requirements of the [School/Trust]. You will be informed of the required hours for each assignment. Hours of work offered will predominantly be undertaken [day] to [day], [time]am to [time]pm.

You will be entitled to an unpaid break of 20 minutes where your assignment requires you to work more than six hours in any one day, unless your role is exempt in line with the Working Time Regulations or there are local agreements in place.

Pay

You will only be paid for the hours that you work. The current rate of pay for this post is £[hourly rate] per hour (gross). You will be paid monthly on the [XX] day of each month, directly into your bank account for the hours worked in the previous month.

[Enter all other allowances individually.]

The [School/Trust] will make all necessary deductions from your salary as required by law and shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the [School/Trust] at any time.

You should forward your Income Tax form P45 as soon as you take up your employment. If you do not have a form P45, you must complete an HMRC Starter Checklist.

Holidays

Your holiday entitlement will depend on the number of hours that you actually work and will be based on your [statutory entitlement of 28] days’ holiday during each full holiday year (including eight public holidays in England and Wales). The [School/Trust]’s holiday year runs from [1st April to 31 March].

Your holiday entitlement is calculated in hours and accrues at the end of each pay period at a rate of [12.07]% of the number of hours that you have worked in that pay period up to a maximum of [28] days' holiday per year. A pay period is a [month].

With each payment of salary you will receive an uplift for your accrued but untaken holiday entitlement for that period calculated at [12.07]% of your pay for hours worked in that period. You are not entitled to receive any further payment during or at the end of the assignment in relation to holiday. You agree and acknowledge that the taking of holiday will not [generally] be permitted during the period of the assignment. If a request to take holiday during the period of the assignment is permitted, the request must be approved in writing in advance by your line manager and the holiday must be taken during [School/Trust] closure periods.

Sickness

If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify your [line manager] of the reason for your absence on the first day of absence, as soon as possible, in accordance with the [School/Trust’s] sickness absence policy.

You should not accept an offer of work if you know that you will be unable to work all or any of the hours agreed because of sickness or injury.

[You may be entitled to receive statutory sick pay if you meet the government eligibility criteria

OR

You will not be entitled to receive any pay in respect of any period of sickness or injury during an assignment.]

Disclosure and Barring Service (DBS) Clearance

Your engagement is exempt from the provisions of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020). You are required to disclose all spent convictions and cautions except those which are ‘protected’ under Police Act 1997 – Part V and the amendments to the Exceptions Order 1975 (2013 and 2020) and are not subject to disclosure to employers on DBS certificates and cannot be taken into account.

Please refer to the DBS website, [Ministry of Justice](https://www.gov.uk/government/publications/new-guidance-on-the-rehabilitation-of-offenders-act-1974), for more information. If you have failed to make any relevant disclosure or have included false or misleading information therein, you will be liable to dismissal.

If during the course of your engagement you are arrested, or summonsed for an offence or receive a conviction, a bindover order or a warning given by a police force, you are required to inform the [Headteacher/Principal] of this fact immediately. Such information will be treated in confidence, so far as this is consistent with the safety of children and compliance with statutory child protection procedures. Failure to disclose such information may result in the termination of your engagement with the School.

Disqualification

In accordance with the provisions of The Childcare Act 2006 and The Childcare (Disqualification) Regulations 2009 and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018, there is a requirement on some staff in educational settings to disclose relevant information.

This requirement will apply to your engagement if you work in an Early Years setting with children (from birth until 1 September following a child’s fifth birthday) or Later Years Childcare (children above reception age but who have not attained the age of 8) in nursery, primary or secondary school settings, or if you are directly concerned with the management of such childcare. Failure to disclose such information may result in the termination of your engagement with the School.

Prohibition Check [if applicable]

In accordance with the requirements of The School Staffing (England) (Amendment) Regulations 2013, this engagement is subject to a check with the Department for Education to ensure that you are not subject to a prohibition order or an interim prohibition order. If this check shows that you are prohibited from teaching the [School/Trust] will be unable to offer you any assignments in a teaching role.

Right to Work

You are required to provide to the [School/Trust] relevant documentation to warrant that you are entitled to work in the UK (in accordance with the Immigration, Asylum and Nationality Act 2006). You are required to show us your current passport, which will be copied and returned to you. If you do not hold a British passport, you are required to prove you have been granted settled status under the EU Settlement Scheme; further information can be found at [www.gov.uk/settled-status-eu-citizens-families](https://gbr01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.gov.uk%2Fsettled-status-eu-citizens-families&data=04%7C01%7CAnnette.Bell%40epm.co.uk%7C12ebe150c1b74280bad708d9568aaa7d%7Cb1cc86c88fb447ae9d62d7ce37008c63%7C0%7C0%7C637635975829367481%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=sKwMhHohxPEkp2pLj%2FcoBxVsGE06waf7RYUqXQq4l2s%3D&reserved=0). You should contact the [School/Trust] office to find out which documents you will need to provide.

You warrant that you are entitled to work in the UK without any additional approvals and will notify the [School/Trust] immediately if you cease to be so entitled at any time during your engagement with the [School/Trust].

If you require immigration permission to work in the UK and the employer acts as a sponsor, you must:

* On request, provide the [School/Trust] with such documentary evidence as it requires from time to time, to prove that you have immigration permission to work for the [School/Trust] in the role set out in this statement and in order for it to check your visa status.
* Notify the [School/Trust] immediately of any change to your immigration status.
* Keep the [School/Trust] notified of any changes to your home address and telephone number (including mobile number, if you have one). For these purposes, you should be aware that the [School/Trust] needs to maintain a history of your contact details, not just your current details.
* Notify the [School/Trust] of any change in circumstances which may affect your right to work for the [School/Trust] or to live in the UK.

Pension

[Insert appropriate wording depending on which pension scheme applies in the circumstances]

Local Government Pension Scheme [if support staff]

The Local Government Pension Scheme is administered on behalf of employees at the School.

[If School/Trust has auto enrolled, include the section in blue below]

If you have not previously opted to join the Local Government Pension Scheme (LGPS) in respect of periods of casual work then our policy, as allowed by law, is to postpone for a period of up to 3 months from the commencement of each period of work you undertake for us as a worker, a decision about bringing you into the LGPS. This postponement will continue until the end of each engagement, providing this period does not exceed 3 months.

If you are not already a member of the LGPS you will not, in relation to each period of work undertaken for us as a worker, be enrolled into LGPS but you have the right to opt to join the Local Government Pension Scheme if you so wish providing you are under the age of 75.

All employees who are employed on a contract for 3 months or more, and who are under the age of 75, will automatically become a member of the scheme although have the right to opt-out of the scheme. Those employees on a contract for less than 3 months have the right to opt into the scheme but will not be automatically entered into the scheme unless their contract is extended beyond 3 months, in which case they will automatically become members of the scheme from the date the contract is extended.

If you wish to opt into the scheme, you should contact the scheme administrator for an election form. An election form to join the scheme is not valid if completed prior to this engagement commencing. Completed opt-out forms should be given to the [School/Trust Office] or sent directly to the [School/Trust’s] payroll provider.

If you intend to become a member, you should complete and return a Membership Information Form and an Expression of Wish Form to the scheme administrator as soon as possible. Failure to do so may reduce the value of your final pension and limit your future options, particularly if you have other pensions held elsewhere, including with other associate employers.

Further details about the scheme, including the age at which you may access your pension, whether this is in full or actuarially reduced, is available in the scheme guide, available from the scheme administrator.

Information on the Local Government Pension Scheme, including the forms referred to above, can be found by following link: <https://www.lgpsmember.org/>.

Pension Scheme [if teaching staff]

All teachers between the ages of 16 and 74 inclusive, with the exception of those in receipt of an ill-health pension awarded prior to 1 April 1997, will automatically be members of the Teachers’ Pension Scheme (TPS) unless you have opted out previously for casual work as a teacher with the [School/Trust] since the last anniversary that the [School/Trust] applied the auto enrolment provisions. If as a result of this engagement you are enrolled into the TPS, you do have the right to opt-out of the scheme.

Further information regarding the scheme can be downloaded from the scheme administrator’s website, [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk/). Please refer to the member guides section for details. If you wish to opt-out of the scheme the relevant form for completion is also available on this website and should be completed online and submitted to the TPS electronically. An opt-out form is not valid if completed prior to this engagement commencing but must be completed within three months of this engagement commencing for you to qualify for a refund of contributions taken.

If you have previously paid AVC contributions through your salary, it is your responsibility to ensure that your AVC provider and payroll provider are made aware of the change in your employment circumstances. Please also ensure the [School/Trust] and TPS are aware of your circumstances and check your payslip carefully.

Further details about the scheme, including the age at which you may access your pension, whether this is in full or actuarially reduced, is available in the scheme guide, available from the scheme administrator.

Data Protection Act

The [School/Trust] collects and processes personal data to meet its obligations to comply with its legal obligations. The [School/Trust] takes the security of your data seriously and is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

Where the [School/Trust] processes special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring. Data that the [School/Trust] uses for these purposes is anonymised or is only collected with the express consent of the subject, which can be withdrawn at any time.

The [School/Trust] has policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its colleagues in the performance of their duties.

You have some obligations during your engagement as a worker to provide the organisation with data. You may also have to provide the organisation with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

The [School/Trust] takes its responsibilities under data protection seriously and all policies are available from the [School/Trust] office which you are required to read and understand.

Rules and Procedures

During each assignment you are required at all times to comply with the relevant [School/Trust] rules, policies and procedures in force from time to time which are available from the [School/Trust] [office/intranet, etc.].

Confidential information

For the purposes of this clause 'Confidential Information' includes information in whatever form relating to the [School/Trust], pupils (past and present), agents, officers, employees, members of the Governing Body/Trust, such information to include (but not limited to) details relating to finances, results, schemes of work, personal information, whether or not such information is marked confidential.

The Casual Worker shall not (except in the proper course of their duties, as authorised by the [School/Trust], either during or after the completion of assignments or at any time after the termination of the engagement, (howsoever arising):

* Use any Confidential Information
* Make or use any copies
* Disclose any confidential information to any person, company or other organisation whatsoever.

All Confidential Information and copies shall be the property of the [School/Trust] and on termination of the engagement or at the request of the employer, at any time during the relationship; the Casual Worker shall hand over all confidential Information or copies.

Nothing shall prevent the Casual Worker from disclosing information which they are entitled to disclose under the Public Interest Disclosure Act 1998, provided the disclosure is made in accordance with the provisions of that Act.

[School/Trust] Property

All documents, manuals, hardware and software provided for your use by the [School/Trust], and any data or documents (including copies) produced, maintained or stored on the [School/Trust’s] computer systems or other electronic equipment (including mobile phones), remain the property of the [School/Trust].

Any property in your possession and any original or copy documents obtained by you in the course of your work for the [School/Trust] shall be returned to the [School Office/HR Department] at any time on request and in any event at the end of each assignment.

Termination

If you wish your name to be removed from the [School/Trust’s] staff bank **or** no longer wish to be considered for casual work by the [School/Trust], you should inform the [School office/HR Department] as soon as possible.

The [School/Trust] may remove your name from its staff bank if you are no longer required or if you are unable to accept an assignment on three consecutive occasions.

The [School/Trust] may terminate this statement immediately by confirming the decision in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the [School/Trust] into disrepute.

Training

All staff are required to regularly undertake training and updates that are relevant to their role including Safeguarding, Data Protection and Whistleblowing training. Specific additional training includes [insert list].

Any training requirements applicable to your assignment will be identified during your induction period.

Benefits

During each assignment you will receive the following benefits:

[List benefits]

Changing Terms and Conditions

The [School/Trust] may review 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 changes to the terms on which it is prepared to engage casual workers, the [School/Trust] may terminate the arrangement with immediate effect by writing to you and you may, at the [School/Trust’s] absolute discretion, be offered a new statement of engagement for casual work.

Governing Law

This statement of engagement for casual work will be governed by English law.

Yours sincerely

Schools Signatory (usually the Headteacher)

for and on behalf of the [Governing Body/Trustees] of [Customer name]

Signed:

[Employee name]

Dated: