

*Please read these policies and procedures **and complete the forms which follow and email back fully completed before your registration, along with your application form.***

*If there is anything you do not understand or if you have further questions please do not hesitate to contact the consultant who arranged your interview.*

*Please bold or italic any answers, do not highlight in colour.*

## **Policies And Procedures**

### **Equal Opportunities Policy Statement**

The Education Network is an Equal Opportunities Employer. Therefore, we aim to treat all job applicants, candidates and employees equally. There will be no discrimination in terms of marital status, gender, sexuality, disability, age, colour, race, nationality, ethnic or national origin.

This policy also covers recruitment, induction, conduct at work and the company disciplinary and grievance procedure. The only basis for selection or promotion to a job is the individual's suitability for that job.

All candidates and employees have a legal and moral obligation not to discriminate and to report incidents of discrimination against any individual or group of individuals. Any employee found to be discriminating will face disciplinary proceedings.

### **Equal Opportunities Guidance For Candidates**

The Education Network is committed to Equal Opportunities and affirms its policy to uphold education programmes that ensure:

- the rights of all groups are protected
- equality of opportunity for all irrespective of sex, ability or ethnicity
- racial and cultural differences are respected at all times
- the elimination of all practices which unfairly discriminate on the grounds of sex, sexual orientation or ethnicity

The Education Network supports the rights of pupils with special needs and wishes to ensure that they are treated to the same opportunities as those without.

This agency wishes to make clear to candidates that it does not support any inappropriate form of physical contact to discipline a child. It is a condition of inclusion on our register that you comply with the spirit of Equal Opportunities and that you do not use unreasonable force to control or restrain a pupil.

All forms of discrimination by any candidate representing The Education Network will be treated seriously as such behaviour is unacceptable. Racist symbols, badges and insignia on clothing and equipment are forbidden in school. Candidates should be aware of possible cultural assumptions and bias within their own attitudes.

The Education Network requires all candidates to be fully aware of the implications of equal opportunities. Should you be unsure of any aspect of the above please ask your consultant to explain them to you in more detail.

## **Policies and Procedures**

### **HEALTH & SAFETY POLICY FOR TEMPORARY WORKERS**

The Education Network pledge to treat all of our candidates with respect and to act in your best interests. It is important, therefore, for The Education Network to take reasonable steps to ensure your health, safety and welfare whilst visiting our offices and working on our client's premises.

N.B: It is your responsibility to look after your own health, safety and welfare, and that of others, by:

- Familiarising yourself with our clients Health and Safety Policy Fire Evacuation and First Aid arrangements
- Ensuring that you co-operate with our clients Fire and First Aid arrangements.
- Complying with any induction and task training, supervision and requirements of any relevant risk assessments.
- Only carrying out duties that you are trained for and competent to carry out have been employed for and have been authorised to undertake within the agreed premises or area.
- Notifying The Education Network of any changes in your circumstances that could affect your ability to work, or that put you at risk within the workplace.
- Taking care of any school/company property entrusted to you.

You should refrain from administering any medication unless you are trained/qualified to do so.

You should also:

- ✓ Report to your immediate supervisor any defects in equipment and ensure that equipment is in a safe and secure state when unattended.
- ✓ Report all incidents that could result in personal injury or property damage to our client and your consultant.
- ✓ Report any personal work related injury or disease to our client and your consultant.
- ✓ Set a personal example at all times.

## **Criminal Convictions and Release of Data**

Many of our assignments involve caring for, training, supervising or being in sole charge of children and students under the age of 18, or students with learning difficulties/disabilities. Your registration with The Education Network is therefore exempt from the provisions of the Rehabilitation of Offenders Act 1974 and its support regulations. You will therefore be required to apply for an Enhanced DBS Disclosure through the Disclosure and Barring Service. Consequently, you are NOT entitled to withhold information about convictions, cautions, reprimands and warnings which for other purposes are spent under the Act.

Any information that you provide will be treated in the strictest confidence and will only be taken into account where the offence is relevant to the post for which you are applying. Any failure to declare any information may require us to exclude you from our register if the offence is not declared but later comes to light.

The Education Network fully complies with the DBS Code of Practice and undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a disclosure on the basis of conviction or other information revealed.

In line with , Keeping Children Safe in Education July 2015, The Education Network are required to supply client organisations with a copy of a candidate's disclosure when information is contained therein. It is therefore advised that you present a copy of your DBS certificate to the school on your first day of assignment.

## **Policy On The Recruitment Of Ex-Offenders**

- As an organisation assessing applicants' suitability for positions which are included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order using criminal record checks processed through the Disclosure and Barring Service (DBS), The Education Network complies fully with the [code of practice](#) and undertakes to treat all applicants for positions fairly
- The Education Network undertakes not to discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed
- The Education Network can only ask an individual to provide details of convictions and cautions that The Education Network are legally entitled to know about. Where a DBS certificate at either standard or enhanced level can legally be requested (where the position is one that is included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended, and where appropriate Police Act Regulations as amended)
- The Education Network can only ask an individual about convictions and cautions that are not protected
- The Education Network is committed to the fair treatment of its staff, potential staff or users of its services, regardless of race, gender, religion, sexual

orientation, responsibilities for dependants, age, physical/mental disability or offending background

- The Education Network has a written policy on the recruitment of ex-offenders, which is made available to all DBS applicants at the start of the recruitment process
- The Education Network actively promotes equality of opportunity for all with the right mix of talent, skills and potential and welcome applications from a wide range of candidates, including those with criminal records
- The Education Network select all candidates for interview based on their skills, qualifications and experience
- An application for a criminal record check is only submitted to DBS after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where a criminal record check is identified as necessary, all application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position
- The Education Network ensures that all those in The Education Network who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of offences
- The Education Network also ensures that they have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974
- At interview, or in a separate discussion, The Education Network ensures that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment
- The Education Network makes every subject of a criminal record check submitted to DBS aware of the existence of the [code of practice](#) and makes a copy available on request
- The Education Network undertakes to discuss any matter revealed on a DBS certificate with the individual seeking the position before withdrawing a conditional offer of employment.

## **Policy and Procedures**

### **Candidates Seeking Permanent Employment**

When acting on behalf of our candidates seeking permanent employment opportunities, The Education Network confirms that it operates as an employment business.

### **Release of Data**

Your data will be only be stored and used by The Education Network for recruitment purposes only. We may contact you for market research purposes and to make further offers of work to you. If at any time you would prefer not to be contacted by The Education Network, please contact your local office.

### **Identification Requirements On Bookings**

Many schools and local authorities now require photographic identification on arrival at the clients premises. We recommend that you carry a photographic I.D with you such as a passport or photo card driving licence.

### **Guidance On ICT Usage in schools**

It is now a regular and frequent requirement upon supply staff to use the school's ICT equipment as part of their teaching responsibilities. This is a reasonable expectation and candidates should endeavour to use such resources to maximise their impact on pupils' learning.

When utilising ICT equipment in schools, candidates should follow some simple guidelines:

1. Familiarise yourself with the school's policy and procedure on the use of ICT equipment. As with all school policies, you are expected to adhere and abide to such rules when you are working in that school. It is important to try and establish what the rules are.
2. Try to arrange access to the school's network with your own user name and password. Avoid using another person's 'log-in' where possible.
3. Do not use the school's computers for personal use. It will reflect badly on you and The Education Network if you are seen to be undertaking such activities.
4. When using the internet (for research or teaching purposes) ensure that the sites you visit are relevant and appropriate. If you should inadvertently visit a site that has inappropriate material displayed, immediately close down the site and report the circumstances to a member of the school's senior management team.
5. Do not let pupils or other staff use your 'log in' details and always 'log off' if your computer is going to be left unattended at any time.
6. If you suspect a pupil (or another member of staff) has used your log in credentials to access a schools computer, report the details to a member of the schools senior management team immediately.

7. If you find evidence that school computers may have been used to access inappropriate web sites or download inappropriate material, report this to a member of the schools senior management team immediately.
8. If you have access to the school's email system, do not use it for sending personal emails. If you receive joke emails do not forward these on in any circumstances.
9. If you are required to send emails, ensure that you always use appropriate language. Check what you are writing to make sure that it could not be misconstrued.
10. Under no circumstances should you ever enter into over-familiar correspondence with pupils. Remember that you are in a position of trust.
11. If you receive e-mail correspondence from a pupil that concerns you, report this immediately to a member of the school's senior management team.
12. Never give a pupil your mobile phone number. Similarly, do not ask for (or receive) the mobile telephone number of a pupil. There are no valid reasons why this should be necessary and to do so could create suspicion and place you in a vulnerable position.

### **Guidance on physical contact with pupils**

#### **Introduction**

Physical contact with pupils is a very sensitive subject. As a member of supply staff, you have the same rights and obligations as permanent members of staff. However, as a member of supply staff (who may not be familiar to pupils) you could be open to people misinterpreting your actions and/or pupils making unfounded or mischievous allegations. Always remain aware of this potential and ensure you follow this guidance which is offered to assist you.

The general rule is to avoid physical contact with pupils if possible. In that way your actions cannot be misconstrued. However, there are situations where physical contact is necessary and there may be other situations where you cannot avoid physical contact.

#### **The Law**

The Education and Inspections Act 2006 has given new statutory powers to members of staff in schools. This allows them to "use such force as is reasonable" to prevent a pupil from:

- Committing an offence
- Causing personal injury to others (or themselves) or damage to property
- Prejudicing the maintenance of good order and discipline at the school

More detailed guidance on the application of this new power is set out in the DfES Circular 10/98 – "The use of force to control or restrain pupils". This can be found at [http://www.dfes.gov.uk/publications/guidanceonthelaw/10\\_98/summary.htm](http://www.dfes.gov.uk/publications/guidanceonthelaw/10_98/summary.htm).

### **Situations when physical contact might be appropriate**

Some physical contact may be proper or necessary (e.g. to demonstrate exercises during a PE lesson or to administer first aid).

Young children and children with special educational needs may need staff to provide physical prompts and help. Also, when young children are distressed it may be appropriate to offer comfort. In such situations these are judgement calls that have to be made at the time. However you must be aware that for some children touching may be particularly unwelcome for cultural or personal reasons. You must be sensitive to such situations. You should also ensure that you do not touch or hold a pupil in a way that might be considered indecent.

### **Intervention and the use of reasonable force**

Inevitably, there will be situations when it is necessary to intervene either to protect yourself, the pupil or others. There is no legal definition of 'reasonable force' but there are two relevant considerations to guide you:

1. Do the circumstances warrant it? If a pupil is only committing a minor misdemeanour or the situation could be resolved without the use of force, then force would not be warranted.
2. The degree of force has to be in proportion to the circumstances. The use of force has to be the minimum needed to achieve the desired result.

In all circumstances you should not act in a way that might be expected to cause injury, e.g.

- Holding a pupil by the neck or collar
- Slapping punching or kicking a pupil
- Twisting or forcing limbs against a joint
- Tripping up a pupil
- Holding or pulling a pupil by the hair or ear
- Holding a pupil face down on the ground

### **Some simple rules to guide you...**

1. Acquaint yourself with the school's behaviour management policy. If an incident is developing, ensure that you know from where you can summon assistance.
2. Try to avoid situations where you are alone with a pupil.
3. Have strategies ready to diffuse potential conflict situations.
4. In the event of an incident, summon assistance as soon as is practicable.
5. Ensure you report all such incidents to school staff and The Education Network.
6. If you have inadvertent physical contact with a pupil, report this immediately (explaining the circumstances in which this occurred).
7. If you have been injured in an incident seek medical attention immediately and ensure that the incident is properly reported to the school and The Education Network.
8. Whilst it is fresh in your memory write a record of any incident. Give as much detail as you can (including witnesses).



9. Remember that when you are in a school you are representing The Education Network, so avoid any sort of behaviour that could be criticised or misinterpreted.

### **Keeping children safe in education: childcare disqualification requirements - supplementary advice**

The Department for Education has published this advice as a supplement to the *Keeping children safe in education* statutory guidance to help schools understand the requirements placed on them by childcare legislation.

#### **Safeguarding requirements**

The child protection arrangements in place for all pupils, including the checks which schools must make to identify risks to children and to make informed decisions about the suitability of individuals to work in schools, are set out in the Department's Keeping children safe in education (KCSIE) guidance. When appointing staff, schools must check: police records; police intelligence; Disclosure and Barring Service (DBS) barring lists; and for anyone that is appointed to teach, that they are not prohibited from doing so by the Secretary of State. The requirements of those working in nursery and reception classes in schools are set out in the Early Years Foundation Stage (EYFS) statutory framework.

#### **Childcare disqualification requirements**

The Childcare Act 2006 and the Childcare (Disqualification) Regulations 2009 place separate and additional requirements on schools. At the point that an individual is convicted of, or cautioned for, a criminal offence of a specified type or category, or where they meet other disqualification criteria set out in the regulations, the Act and Regulations disqualify staff from:

- providing early years childcare<sup>[1]</sup> or later years childcare to children who have not attained the age of eight; or
- being directly concerned in the management of that childcare.

[1] 'Early years childcare is any care for a child from birth to the 1 September following a child's 5th birthday and includes education and any other supervised activity'.

In addition to inclusion on the Children's Barred List, the wider disqualification criteria include:

- being cautioned for or convicted of certain violent and sexual criminal offences against children and adults;
- grounds relating to the care of children (including where an order is made in respect of a child under the person's care);
- having registration refused or cancelled in relation to childcare or children's homes or being disqualified from private fostering;
- living in the same household where another person who is disqualified lives or works (disqualification 'by association').



The grounds for disqualification can be found in the childcare legislation set out above.

### **Staff covered**

This means that the following categories of staff in nursery, primary or secondary school settings are covered by the Childcare (Disqualification) Regulations 2009. These are the same arrangements as those in place for registered childcare provision outside of schools and include:

- staff who work in early years provision (including teachers and support staff working in school nursery and reception classes);
- staff working in later years provision for children who have not attained the age of 8 including before school settings, such as breakfast clubs, and after school provision;
- staff who are directly concerned in the management of such early or later years provision.

### **Action for schools and individuals**

Schools are responsible for ensuring that all the staff they employ has the appropriate checks. This includes ensuring that staff working in these specified early and later years settings are suitable to do so. Schools should ask existing employees working in these settings and those who are directly concerned in the management of such provision to provide the relevant information not only about themselves but also about a person who lives or works in the same household as them. They should also ask for this information as part of the pre-employment checks they undertake on appointing new staff.

### **Disqualification by association**

The requirement to provide the relevant information about a person who lives or works in the same household as them, guards against an individual working with young children who may be under the influence of a person who lives with them and where that person may pose a risk to children i.e. 'by association'.

Schools may choose to ask staff to complete and sign a declaration which would help identify those caught by the 'by association' requirement, particularly where an individual may be reluctant to self-declare. When it is identified that an individual is disqualified or the 'by association' criteria is met, where possible, employees who work in the specified early or later years provision should be asked to provide the following information to their employer about themselves or any person who lives in the same household as them:

- details of any order, determination, conviction, or other ground for disqualification from registration under the Childcare (Disqualification) Regulations 2009;
- the date of the order, determination or conviction, or the date when the other ground for disqualification arose;
- information about the body or court which made the order, determination or conviction, and the sentence (if any) imposed; and a certified copy of the relevant order (in relation to an order or conviction).

Any relevant information passed to the school must be provided to Ofsted as soon as reasonably practicable, but at the latest within 14 days of the date the school became aware of the information or ought reasonably to have become aware of it if they had made reasonable enquiries.

### **Ofsted waiver**

Individuals who are disqualified are not permitted to continue to work in early or later years provision or be directly concerned in the management of that provision.

Where a school becomes aware that a member of staff is disqualified they should explain the implications to the individual and advise them that they can usually apply to Ofsted

for a waiver of disqualification (Ofsted cannot, for example, grant a waiver to an individual who is on the Children's Barred List). Further details about how to make an application for a waiver can be found in the Ofsted fact sheet: Applying to waive disqualification: early years and childcare providers. Ofsted may grant a full or partial waiver, including a waiver that would allow an individual to work in the school settings described above. Whilst a waiver application is under consideration the individual must not continue to work in these settings.

### **Where to get advice**

If you have any comments or questions about the disqualification requirements placed on schools by childcare legislation, or require clarification of any of the information provided in this advice, please contact us using [mailbox.disqualification@education.gsi.gov.uk](mailto:mailbox.disqualification@education.gsi.gov.uk) or guidance can also be obtained from local children safeguarding boards, including Local Authority Designated Officers (LADOs).

## OUR OFFICE PROCEDURES

In order to maximise the amount of work we can offer you, we would like to draw the following to your attention, and politely request you adhere to these guidelines at all times.

We expect clear communication about your availability on a weekly basis; please get in touch on a Thursday/Friday via phone 01925 247820 or email ([warrington@ednetwork.co.uk](mailto:warrington@ednetwork.co.uk)) and let us know what days (if any) you can work the following week.

If, for any reason, you cannot attend work for a day, you are expected to **call us** on 01925 247820 – texts and emails are **not acceptable methods of notifying us of absence**. We are available to take calls 7am-9pm Monday-Friday and have an emergency on call service available at weekends, so there you can always reach us at anytime.

We will always talk to you about long-term posts we have available and will tell you the name of the school prior to asking for your permission to submit your CV and details. If you have already been put forward by another agency, please tell us so at the time (multiple submissions can affect your chances of securing the post)

We have a duty of care to all our schools to provide accurate, relevant versions of your Curriculum Vitae for suitable posts. If you are on a long-term contract, keep ourselves informed of the estimated duration. We will update your records accordingly and strive to find you a post for after the finish date.

Please be specific when giving us details of an assignment – again having an accurate understanding of the role you are covering helps us to search a new role for you (timetable, curriculum/syllabus, any pastoral/extra curricular responsibilities, etc).

For longer-term posts, many of our schools will look to arrange interviews/observations for you – if you cannot attend, or wish to retract, again, please call ourselves. Clear communication is essential at all times.

**POLICIES & PROCEDURES SIGNATURE DECLARATION**

**PLEASE COMPLETE PAGES 12-25 AND RETURN VIA EMAIL PRIOR TO YOUR REGISTRATION**

I hereby confirm I have read The Education Networks Policies & Procedures Statements and confirm my understanding of responsibilities and consent as outlined below, by completing the Yes/No boxes for each Policy.

<p><b><u>Equal Opportunities</u></b></p> <ul style="list-style-type: none"> <li>I hereby certify that all the information given by me is correct to the best of my knowledge, that all the questions relating to me have been accurately and fully answered</li> <li>I confirm that I have read, understood and will abide by the equal opportunities guidelines</li> <li>I give my consent for all my details to be stored on computer and for The Education Network to search for and submit my details for temporary and/or permanent vacancies, as it deems suitable.</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/>      NOT APPLICABLE <input type="checkbox"/></p>	<p><b><u>Release of Data</u></b></p> <ul style="list-style-type: none"> <li>I hereby confirm my understanding that should my disclosure contain information that a copy is to be held on file whilst The Education Network source a suitable position for me, and that a copy of my disclosure will be sent to client organisations. My local office may retain the Disclosure if they are required to fax this to different schools within a short period of time and then destroy the copy held once a long term or permanent position has been found, in accordance with the Code.</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/>      NOT APPLICABLE <input type="checkbox"/></p>
<p><b><u>Health and Safety Policy</u></b></p> <ul style="list-style-type: none"> <li>I confirm that I have read and understand my health and safety responsibilities.</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/>      NOT APPLICABLE <input type="checkbox"/></p>	<p><b><u>Advice on Physical Contact with Pupils and ICT Usage in Schools</u></b></p> <ul style="list-style-type: none"> <li>I confirm I have read and understood the guidance given.</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/>      NOT APPLICABLE <input type="checkbox"/></p>
<p><b><u>Permanent Employment</u></b></p> <ul style="list-style-type: none"> <li>I confirm that The Education Network may act on my behalf in identifying suitable permanent positions.</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/>      NOT APPLICABLE <input type="checkbox"/></p>	<p><b><u>Criminal Convictions</u></b></p> <ul style="list-style-type: none"> <li>Do you have any convictions, cautions, reprimands or final warnings, which would not be filtered in line with current guidance?</li> </ul> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/></p> <p>IF YES, PLEASE PROVIDE INFORMATION ON A SEPERATE SHEET OF PAPER – YOUR STATEMENT SHOULD DETAIL THE DATE OF THE OFFENCE, NATURE OF THE OFFENCE AND THE OUTCOME. WE MAY CONTACT YOU TO DISCUSS THE MATTER IN FURTHER DETAIL.</p> <p><b>I HEREBY GIVE CONSENT FOR THE EDUCATION NETWORK TO DISCLOSE ANY CRIMINAL RECORD INFORMATION TO CLIENTS PRIOR TO BOOKING</b></p> <p>YES <input type="checkbox"/>      NO <input type="checkbox"/></p>

**The Education Network** will hold and process your data for recruitment purposes only and may contact you for market research purposes or to make offers of work to you. If you would prefer not to be contacted once you are no longer available to work for **The Education Network**, please contact your local office.

NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**Special Needs Experience**

**Are you interested in gaining experience in working with children with Special Needs?** Yes/No

<b>Please Indicate Your Level Of Experience In Each Of The Areas Below</b>			
	<b>Basic</b>	<b>Medium</b>	<b>High</b>
1. Emotional and Behavioural Difficulties ( EBD )			
2. Moderate Learning Difficulties ( MLD )			
3. Severe Learning Difficulties ( SLD )			
4. Profound and Multiple Learning Difficulties ( PMLD )			
5. Autistic Spectrum Disorders			
6. ADHD			
7. Dyslexia			
8. Dyspraxia			
9. Visually Impaired/Blind			
10. Hearing Impaired/Deaf			
11. Epilepsy			
<b>Please Indicate The Level Of Experience In Each of The skills</b>			
1. Makaton			
2. Braille			
3. BSL			
4. Treatment and Education of Autistic and related Communication Handicapped Children (TEACHH)			
5. Picture Exchange Communication System (PECS)			
6. Conductive Therapy			
7. Speech and Language Therapy ( SpLT or SALT )			
8. Other ( please specify)			
<b>Please Indicate Any Manual Handling/Restraint Techniques In Which you Have and Interest or Experience</b>			
1. Team Teach			
2. Other Restraint or De-Escalation Experience (please specify)			

Please advise below of any other qualifications and skills held:

\_\_\_\_\_

\_\_\_\_\_

When working with children with special needs you may come into physical contact/harm. Please ensure that you familiarise yourself with relevant policies on your first day working in a special needs school/ unit.

**Statement of Medical Fitness**

1.	Are you currently receiving medical attention you feel would affect you at work?	Yes/No
If Yes, please give details:		
2.	Have you had any form of serious illness or an operation you feel would affect you at work?	Yes/No
If Yes, please give details:		
3.	In the last 2 years, have you suffered from an illness you feel would affect you at work?	Yes/No
If Yes, please give details:		
4.	Are you registered disabled?	Yes/No
If Yes, are there any reasonable adjustments that we can make?		
5.	In the event of handling food: Have you suffered bouts of sickness or diarrhoea lasting more than 24 hours in the last month?	Yes/No
6.	I declare that to the best of my knowledge, the answers to the questions on this form are correct and that I am not suffering from any disease, the presence of which I have not revealed. I fully understand that any breach of this declaration could lead to the termination of the contract. I have no objection to The Education Network seeking further information either directly from myself or from the appropriate body.  Signed: _____  Date: _____	

**Release Of Information**

I agree that The Education Network may disclose the following information if requested by a client for Child safety/ recording purposes :

<b>Address</b>
<b>Date Of Birth</b>
<b>NI Number</b>
<b>Eligibility to work details and date copied</b>
<b>Proof of residence details and date copied</b>
<b>TRN Number/Details</b>
<b>Qualification/QTS Details</b>
<b>Disclosure Certificate Details – including Criminal Record Information</b>

**Signed** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_



**BACS REQUEST FORM**

**(DOES NOT APPLY TO CANDIDATES BEING PAID THROUGH AN UMBRELLA COMPANY)**

Please enter **your bank details** below. The BACS system transfers your salary electronically into your bank account. It saves you the effort of taking or sending a pay - cheque to your bank. It ensures your account is credited with the least possible delay.

<b>Account Number ( 8 Digits )</b>	
<b>Name(s) of the account holder(s)</b>	
<b>Name of the bank / building society</b>	
<b>Branch Sort Code ( 6 digits)</b>	

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**Terms of Engagement**  
Employment Dept Licence No: B530

**The Education Network is committed to Equal Opportunities and fair and unbiased procedures.**

*The Education Network is a trading name of: T.E.N. (The Education Network - Employment Services) Ltd, Company Registration No. 3178495, Meriden Hall, Main Road, Meriden, CV7 7PT. T.E.N. (The Education Network - Employment Services) Ltd operates as an Employment Business.*

**1. Definitions**

- (a) "Agency Workers Regulations" means the Agency Workers Regulations 2010
- (b) "Assignment" means the period during which the temporary worker is supplied to provide services to the client
- (c) "Assignment details Form" means any written confirmation of an assignment to be given to you upon acceptance of the assignment
- (d) "Calendar Week" means any period of seven days starting with the same day as the first day of the assignment with the client
- (e) "Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body ( as the case may be) requiring the services of a temporary worker to whom you are supplied or introduced
- (f) "Clients Group" means (1) any individual, company, partnership, statutory body or other entity which from time to time controls the client, including (but not limited to) as a holding company as defined in section 1159 of the companies act 2006; and (2) any company, partnership, statutory body or other entity which from time to time is controlled by or is under common control with the client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the companies act 2006
- (g) "Qualifying Period" means 12 continuous calendar weeks during the whole or part of which you are supplied by one or more temporary work agencies to the relevant client to work temporarily for and under the supervision and direction of the relevant client in the same role
- (h) "QP Rate of Pay" means the rate of pay which will be paid to you if and when you complete the qualifying period. Such rate will be paid for each day/hour worked during an assignment weekly in arrears, subject to deductions and any agreed deductions, as may be set out in the relevant assignment details form
- (i) "Rate of pay" means, unless and until you complete the qualifying period, the rate of pay which will be paid for each day/hour worked during an assignment weekly in arrears, subject to deductions and any agreed deductions, as may be set out in the assignment details form
- (j) "Relevant Period" means the longer period of either 14 weeks from the \*first day on which the temporary worker worked for the client, or 8 weeks from the day after the temporary worker was last supplied to the client by The Education Network

The headings in these terms are for convenience only and do not affect their interpretation. Unless the context otherwise requires, references to the singular include the plural and the masculine the feminine.

Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment ( whether before or after the date of these terms) and all subordinate legislation made (before or after these terms) under it from time to time.

## **2. The Contract**

- (a) These terms constitute a contract for services between The Education Network and the Temporary Worker on being signed by the Temporary Worker and they govern all assignments undertaken by the temporary worker. However, no contract shall exist between The Education Network and the Temporary Worker between assignments.
- (b) For the avoidance of doubt, these terms shall not give rise to a contract of employment between The Education Network and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although The Education Network is obliged to make statutory deductions from the Temporary Workers remuneration.
- (c) No variation or alteration to these terms shall be valid unless the details of such variations are agreed between The Education Network and the Temporary Worker, set out in writing and a copy of the varied terms is given to the temporary worker stating the date on or after which such varied terms shall apply.
- (d) For the avoidance of doubt, these terms shall override and operate in substitution for any previous contract between the Temporary Worker and The Education Network and shall be accepted by the Temporary Worker (whether or not signed) in respect of each and every assignment undertaken or continued by the temporary worker.
- (e) The Education Network will endeavour to obtain suitable assignments for the Temporary Worker. The Temporary Worker shall not be obliged to accept an assignment offered by The Education Network.
- (i) The temporary worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agree that the suitability of the work to be offered shall be determined by The Education Network; that The Education Network shall incur no liability towards the Temporary Worker should it fail to offer opportunities to work; and that no contract shall exist between the temporary worker and The Education Network during periods where the Temporary Worker is not working on assignment. There are no basic hours of work and there is no obligation on The Education Network to provide the Temporary Worker with work.
- (ii) At the same time that an assignment is offered to the Temporary Worker, The Education Network shall inform the Temporary Worker of the identity of the client., the nature of their business, the date the work is to commence, its type and likely duration, its location, the hours the Temporary Worker is likely to work, the rate of remuneration and expenses (if any) payable to or by the Temporary Worker. Also, any risks to Health and Safety known to the Client in relation to the assignment and the steps the client has taken to prevent or control the risks. In addition, The Education Network shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the client considers necessary, or which is required by law to work on the assignment.

- (iii) Where such information has been given orally, it shall be confirmed in writing within 3 business days unless the temporary worker is being offered a repeat assignment in the same position as the Temporary worker has been supplied in the previous 5 business days and the aforementioned information has already been given to the temporary worker.
  - (iv) For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first assignment.
  - (v) If before the first assignment, during the course of the assignment or within the Relevant Period, the client wishes to employ or engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that The Education Network will be entitled to either charge the client a fee or to agree an extension of the hiring period with the client at the end of which the Temporary Worker may be engaged directly by the client or through another employment business without further charge to the client. In addition The Education network will be entitled to charge a fee to the client, if the client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.
  - (vi) If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the temporary Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods, and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions may be as set out in the relevant Assignment Details or any variation to the relevant Assignment Details (as appropriate).
  - (vii) If the Temporary Worker considers that they have not or may not have received equal treatment under the Agency Workers Regulations, they may raise this in writing with The Education Network setting out the full details of the basis of their concerns.
  - (f) In respect of each Assignment, The Education Network shall pay to the temporary Worker remuneration calculated at a minimum rate of £80 per day, or £40 per part day for teachers or £50 per day, or £25 per part day for teaching assistants or £7.20 per hour, to be paid weekly in arrears subject to deductions which The Education Network may be bound by law to make for the purpose of national Insurance Contributions, PAYE, and any other deduction which The Education Network may be bound by law to make. The Education Network undertakes to pay the Temporary Worker for work undertaken, whether or not it is paid by the Client in respect of that work.
- In the event that the Temporary Worker does not complete the required hours to constitute a part day, The Education Network will pay the Temporary Worker on a pro rata basis at a minimum hourly rate of £6.70 for the number of hours completed.
- (i) The Education Network shall pay the Temporary Worker the Rate of Pay unless and until the Qualifying Period has been completed. The Rate of Pay will be notified on a per assignment basis and as set out in the relevant Assignment Details.

- (ii) If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, The Education Network shall pay the Temporary Worker the QP Rate of Pay (which may be the same as the Rate of Pay) which will be notified on a per Assignment basis and as set out in the relevant Assignment Details or any variation to the relevant Assignment Details. For the avoidance of doubt, The Education Network makes no guarantee that the QP Rate of Pay will be higher than the Rate of Pay.
- (iii) The Temporary worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave year which runs from the date of your first Assignment until the first anniversary of that date.
- (iv) Under the Agency Workers Regulations, on completion of the Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clause (f)(i). Such accrued entitlements will be shown at the bottom of your payslip weekly unless your holiday pay has been included in your hourly or daily rate.
- (v) The Education Network does not provide a pension scheme for Temporary Workers.
- (g) The Temporary Worker is not obliged to accept any assignment offered by The Education Network but if they do so during every Assignment and afterwards, as appropriate they will:
  - (i) co-operate with the clients reasonable instructions and accept the direction, supervision and instruction of any responsible person in the Clients organisation
  - (ii) Observe any rules and regulations of the Client's establishment (including normal hours of work) to which their attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain.
  - (iii) Take all reasonable steps to safeguard personal safety and that of any other person who may be present or affected by the Temporary Workers actions on the assignment and comply with the Clients Health and safety procedures.
  - (iv) Not engage in any conduct detrimental to the Client or The Education Network
  - (v) Inform The Education Network or the Client at the earliest opportunity (no later than the first day of absence) if the Temporary Worker is unable for any reason to work on an Assignment to enable alternative arrangements to be made.
  - (vi) Not at any time divulge to any person, nor use for their own or any other persons benefit, any information in relation to the Client's or The Education Network's Temporary Workers, business affairs, transactions or finances.
  - (vii) Not to take any computer media onto the Client's establishment or load any computer media on to any system of the client unless specifically authorised to do so by a responsible person in the Client's organisation.
  - (viii) Notify The Education Network immediately if, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why they may not be suitable for an assignment.
- (iv) If you accept any assignment offered by The Education network, as soon as possible prior to the commencement of each such assignment and during each Assignment (as appropriate) and at any time at he Education Network's request, you undertake to:

- (x)(a) Inform The Education Network of any calendar Weeks between 1<sup>st</sup> October 2011 and prior to the date of commencement of the relevant assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believe count or may count toward the qualifying period;
- (x)(b) Provide The Education Network with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by The Education Network;
- (x)(c) Inform The Education Network if, since 1<sup>st</sup> October 2011, the Temporary Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant assignment:
  - (x)(c).1 Completed two or more Assignments with the Client
  - (x)(c).2 Completed at least one assignment with the Client and one or more earlier Assignments with any member of the Client's Group; and/or
  - (x)(c).3 Worked in more than two roles during an Assignment with the Client and at least two occasions worked in a role that was not the same role as the previous role.
- (h) At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of less than a week or is completed before the end of a week ) the Temporary Worker shall inform The Education Network of the number of days/hours worked by the Temporary Worker during the preceding week. The Education Network will seek confirmation from the relevant Client(s) that the reported day(s)/hours have been worked. If such confirmation is not forthcoming then The Education Network shall, in a timely fashion, conduct further investigations into the days/hours claimed by the temporary Worker which may delay payment to them. The Education Network shall make no payment to the temporary Worker for days/hours not worked.
- (j) The Education Network, the Client or the Temporary Worker may without liability and without notice terminate the Temporary Worker's assignment at any time.
- (i) If the temporary Worker does not inform the Client or The Education Network (in accordance with clause (g)(v)) should they be unable to attend work during the course of an assignment this will be treated as termination of the Assignment by the Temporary Worker unless the temporary Worker can show exceptional circumstances preventing them from doing so.
- (k) If the temporary Worker undertakes work for another person the Temporary Worker must notify The Education Network so that, if necessary, working arrangements can be adjusted in order to comply with the Working Time Regulations 1998.
- (l) The Temporary Worker will inform The Education Network immediately in the event of a Client directly offering the Temporary Worker assignments whether temporary or permanent.
- (m) The Education Network will arrange for the Temporary Worker to be covered by a policy of insurance in respect of public liability, under which the temporary Worker will be the person insured.
- (n) The Temporary Worker will inform The Education Network if at any time a complaint is brought by an educational establishment against the Temporary Worker or if they have been arrested or accused of a criminal offence.
- (o) The Temporary Worker will inform The Education Network if the Temporary Workers state of health changes in such a way as to affect their suitability to work in the manner for which they have been engaged by The Education Network.





- (p) The Temporary Worker warrants to The Education Network that all information, which the Temporary Worker has provided to date to The Education Network and which they may hereafter provide is and will be true and accurate in all respects.
- (q) In the instance of Temporary Workers paid on a daily rate, for the purpose of recording daily hours worked only, the following calculations shall be used:
  - (i) A full day shall be deemed to be 6 hours worked
  - (ii) A part day shall be deemed to be 4 hours worked
  - (iii) For record keeping purposes only, any hours worked in excess of those stated in paragraphs (a) and (b) above must be reported in writing to The Education Network at the end of the relevant week.
- (r) The Temporary Worker shall inform The Education Network if the Temporary Worker is to take leave in excess of 28 days.
- (s) These terms are governed by the law of England, Wales and Scotland and are subject to the exclusive jurisdiction of the Courts of England, Wales and Scotland.

\*The first day will be the first occasion on which the Temporary Worker is supplied to work for the client or the first day of the assignment where there has been more than 42 days since the end of any previous assignment.

**Signed by the Candidate:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**DISQUALIFICATION BY ASSOCIATION**

Before completing this declaration you **MUST** read the description of the circumstances that could mean that you are a 'Disqualified Person' provided in the Regulations, and summarised in Department for Education's guidance, entitled '*Keeping Children Safe in Education: Supplementary Advice – October 2014*'.

**ANYONE WHO FAILS TO COMPLETE AND RETURN THIS FORM MAY BE SUBJECT TO DISCIPLINARY ACTION AND WILL NOT BE PERMITTED TO CONTINUE WORKING IN THE SCHOOL.**

**Name:** \_\_\_\_\_

**Job Title or Role:** \_\_\_\_\_

<b>Section 1 – Orders or other restrictions</b>	
Have any orders or other determinations related to childcare been made in respect of you?	YES/NO
Have any orders or other determinations related to childcare been made in respect of a child in your care?	YES/NO
Have any orders or other determinations been made which prevent you from being registered in relation to child care, children's homes or fostering?	YES/NO
Are there any other relevant orders, restrictions or prohibitions in respect of you as set out in Schedule 1 of the Regulations? (for a link to the Regulations see above, or ask the school for a copy)	YES/NO
Are you barred from working with children by the Disclosure and Barring Service (known as DBS)?	YES/NO
Are you prohibited from teaching?	YES/NO
Have any orders or other determinations been made which prevent you from being registered in relation to child care, children's homes or fostering?	YES/NO
Are there any other relevant orders, restrictions or prohibitions in respect of you as set out in Schedule 1 of the Regulations? (for a link to the Regulations see above, or ask the school for a copy)	YES/NO
Are you barred from working with children by the Disclosure and Barring Service (known as DBS)?	YES/NO
Are you prohibited from teaching?	YES/NO
<b>Section 2 – Specified and Statutory Offences</b>	
Have you ever been cautioned, reprimanded, given a warning for, or convicted of:	
• Any offence against or involving a child (defined as a person under the age of eighteen)?	YES/NO
• Any violent or sexual offence against an adult?	YES/NO
• Any offence under the Sexual Offences Act?	YES/NO
• Any other relevant offence? (for a link to the Regulations see above or ask the school for a copy)	YES/NO
Have you ever been cautioned, reprimanded, given a warning for, or convicted of any similar offence in another country?	YES/NO
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<b>Section 3 – Disqualification by association</b>	
To the best of your knowledge, is anyone in your household (this includes family, lodgers, house-sharers, household employees) disqualified from working with children under the Regulations, i.e. for any of the reasons set out in sections 1 and 2 above?	YES/NO
<b>Section 4 – provision of information</b>	
If you have answered YES to any of the questions above you should provide details below. You may provide this information separately if you wish, but you must provide it without delay. Details, including copies, of the order, restriction, conviction, caution, etc. with date(s) and the relevant court(s) or organisation(s). For cautions or convictions a DBS certificate may be provided.	
<b>Section 5 – Declaration</b>	
In signing this form I confirm that the information provided is true to the best of my knowledge and that I will notify the head teacher immediately of anything that affects my suitability for work in the school, including any future cautions, warning, convictions, orders or other determinations made in respect of me or of a member of my household that would disqualify me from working with children.	
<b>Signature:</b>	<b>Date:</b>

**Pre-Interview Candidate Questionnaire**

<b>Name</b>		<b>Date</b>	
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**Understanding Supply Work:** What has attracted you to supply work? What qualities do you think a good supply teacher/worker should possess? What would you do to ensure that you leave a good impression on a short term placement?

**Planning And Preparation:** Describe how you would prepare for a supply teaching day? Describe an activity or event that you have planned and organised?

**Classroom Skills:** Describe how you would conduct lessons or activities for pupils with different levels of ability?

**Behaviour Management:** Please give me an example of challenging behaviour you have encountered? How did you handle the situation? What if anything would you do differently? What behaviour management strategies do you use?

**Strengths/Development Areas:** What do you see as your key strengths as a teacher? What do you believe are your main areas for development/improvement?

**Customer Service:** How can The Education Network help you achieve your goals?

**[For consultant use]**  
**Summary:**  
 Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_