

STATEMENT OF WRITTEN PARTICULARS

Part B Standard

1. Place of Work

Your normal place of work will be as specified in your appointment letter. Your employer reserves the right (following reasonable prior notice) to require you to work at any other of its establishments, whether current or future, within a reasonable distance from your normal place of work, whether on a temporary or permanent basis according to the needs of the employer.

2. Secondary Employment

Under Working Time legislation, your employer has certain responsibilities relating to your average working week and ensuring that you have appropriate rest breaks. To enable your employer to fulfil these obligations, you are required to seek advance permission to undertake other work in addition to this employment. In addition, you must not engage in any business or undertake any employment activities that might conflict with the school's interests.

3. Voluntary Service in HM Forces

During your service with this employer you must not, without your employer's permission, volunteer for service in HM Forces or for any other form of National Service which might result in your employer being deprived of your services.

4. Salary sacrifice arrangements

If you opt to participate in schemes as permitted by your terms and conditions and as operated by your employer, you are thereby agreeing to the relevant reduction to your gross salary for the duration of your participation in the scheme.

5. Previous Service

Your dates of continuous service are set out in your appointment letter.

- 5.1 In the event of your post being made redundant previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 (as amended) (which covers Local Authorities, Schools, Academies and related bodies) will be included in calculating your entitlement to a redundancy payment subject to 5.1.2 below. Your service for redundancy payment purposes is broken on receipt of such a payment.

5.1.2 Dual/Multiple Appointments

If you have two or more concurrent contracts with a Modification Order employer each contract of employment that you have will be treated independently for redundancy purposes such that if you are made redundant from one of those posts, continuous service (and the redundancy payment) will only be calculated from the start date of the post from which you are being made redundant.

5.2 Other Statutory Rights

Your period of continuous service for statutory rights, other than redundancy, begins from the date of your commencement of your employment with this employer. If you have dual or multiple appointments with the same employer, the earliest date of continuous service will apply to all your contracts of employment with this employer.

6. Union Membership

You have the right to join (or not to join) a trade union and to take part in its activities. Details of the recognised trade unions are available from the administrative office.

7. Code of Conduct

You are expected to familiarise yourself with and comply with the Employee Code of Conduct which provides an overall framework of the behaviours expected of individuals who work in the school. The Code of Conduct covers a range of matters including (but not limited to):

- Safeguarding and child protection
- Confidentiality
- Conduct outside work
- Use of Computers, Email, Internet and social media
- Relationships
- Close Personal Relationships At Work
- Dress Code
- Use of financial resources

7.1 Disclosure of Information

It is a condition of this appointment that both during and on leaving the employment you may not divulge information of a confidential, sensitive or commercial nature gained during the course of your employment for purposes detrimental to the interests of your employer and other interested parties. This does not affect your statutory rights under the Protected Disclosure (Whistleblowing) Act.

7.2 Inventions or Designs

If during the course or as a result of your employment you invent or design anything which has some connection with the work you are employed to carry out, details of the invention or design must not be disclosed to anybody until the matter has been reported by you to your Line Manager and you are subsequently informed that there is no objection to your doing so. The right to register the design or patent the invention may be lost by a premature disclosure of its nature and as a result your interest or those of your employer might be prejudiced.

7.3 Rules against acceptance of Gifts, Legacies, Bequests and Hospitality

You may not accept any gift or legacy from a person intended to benefit from your services (or those whom you supervise) or from any relative of theirs without the prior written permission of your Line Manager. Similarly, nor may you give any gift to someone from whom you expect to receive any favour in your/their official capacity.

Hospitality offered to you in your official capacity should only be accepted if that is part of a genuine business activity. Any such hospitality should be properly authorised and recorded by your Line Manager.

You should always consider any particular sensitivities around accepting hospitality from an organisation that may be affected by decisions being taken by your employer.

Whilst you may accept gifts of token value such as pens and diaries, you should not accept personal gifts from contractors or outside suppliers.

8. Safeguarding Children and Vulnerable Adults

Your employer is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults and expects you to share this commitment by complying with national standards and your employer's policy.

9. Disclosures

You must notify your headteacher should you be subject to a police investigation, arrested, charged, convicted or cautioned/reprimanded or warned for any offence during your employment. This includes motoring offences which result in court action and licence penalty points, but not parking offences/fines where no penalty points are incurred. The police action will be considered with regard to the particular post you occupy and the nature and severity of the offence and penalty and in accordance with the employer's policy on the employment of ex-offenders, statutory safeguarding requirements and the employment policies of the school.

In addition, if you are employed in a post covered by the Childcare (Disqualification) Regulations 2018 ("the Regulations") or transfer to a role covered by the Regulations at any time during your employment, you must immediately inform your employer if:

- you are subject to any relevant orders or restrictions covered by the Regulations during your employment;
- you have had registration refused or cancelled in relation to childcare; or
- you have been disqualified from private fostering

which may lead to you being disqualified from working in your post by virtue of the Regulations. Full details of the relevant offences are available from the administrative office.

10. Health and Safety

All employees are required to comply with the Health and Safety policy a copy of which is available in the administrative office. All staff are required to comply with the following health and safety responsibilities.

- Take reasonable care of their own health and safety and that of others affected by their acts or omissions
- Co-operate with the employer to enable it to meet its legal responsibilities
- Report to their line manager any hazards they identify and any inadequacies in health and safety procedures
- Report, using prescribed procedures all accidents, reportable diseases, ill health, dangerous occurrences and near misses
- Ensure they undertake appropriate risk assessments for any activities they organise at the planning stage and implement appropriate control measures.
- Take part in any health and safety training identified as necessary by the employer.

There are additional responsibilities for managers which can be found in the policy documents.

You must also follow any Codes of Practice, safe working procedures (drawn up from risk assessments) and other arrangements for implementing the Health and Safety Policy.

11. Grievance Procedure

If you have a grievance relating to your employment you should discuss the matter initially with your line manager. Further steps, including the process for appealing

against the outcome of a grievance or complaining about how a grievance is handled, are set out in the Grievance Procedure, a copy of which is available from the administrative office.

12. Disciplinary Procedure

The disciplinary rules that are applicable to you are those adopted by your employer and set out in the Disciplinary Procedure, a copy of which is available from the administrative office.

Any breach of the disciplinary rules will render you liable to disciplinary action under the disciplinary procedure.

If you are dissatisfied with any disciplinary decision relating to you, including dismissal, you have a right of appeal under the disciplinary procedure, except where you have agreed in writing to forego this right in a particular case.

12.1 Gross Misconduct

Alleged gross misconduct, examples of which are given below, if confirmed at a disciplinary hearing, will result in summary dismissal.

Gross misconduct

Examples of misconduct which will normally be regarded as gross misconduct are:

- Unauthorised removal of property
- Stealing/theft from the employer, its governors/trustees, its employees or the public and other offences of fraud or serious dishonesty
- Sexual offences/misconduct (including serious misuse of the internet)
- Breaches of the Equality and Diversity policy, including serious acts of harassment, discrimination or verbal abuse against employees, clients or members of the public on grounds of race, sex, disability or religious belief or any other grounds
- Manipulation or falsification of exam procedures or results
- Fighting / Physical assault / offences involving violence
- Possession of prohibited firearms, knives or other weapons
- Harming pupils (as defined by the Children's Act 1989, as amended)
- Abuse of Trust relating to pupils within the school
- Establishing inappropriate relationships with children or young people, including through social networking sites
- Falsification of time sheets or subsistence and expenses claims, sickness self-certification etc.
- Other offences which seriously threaten the security of the pupils, members of the public, employees or property or which seriously damages public confidence in the school/academy
- Deliberate misuse of data protection information and/or deliberate interference with computerised information, including serious data breaches
- Falsification of qualifications which are a stated requirement of employment and which result in financial gain
- Malicious damage to property, arson and other major criminal damage
- Serious breaches of Health and Safety legislation and/or the Health, Safety and Welfare Policy e.g. intentional or reckless interference with or misuse of anything provided by the employer in the interests of health and safety.
- Serious drug/alcohol related offences
- Serious breaches of the policy on use/misuse of the internet/data records

- Serious breaches of the Code of Conduct
- Failure to disclose any relevant criminal offences prior to employment and any criminal convictions which occur during employment
- Any other act of misconduct of a similar gravity

The above lists are neither exclusive nor exhaustive and there may be actions which do not appear above but may nevertheless be the subject of disciplinary action.

In determining the seriousness of the misconduct, particular regard will be given to the circumstances of the individual case. Factors which can influence a decision as to the seriousness of the offence may include:

- the type, degree and frequency of the misconduct
- the consequences arising from the misconduct, and
- the level of responsibility of the employee concerned

13. Dismissal Procedures

In the event of the employer contemplating termination of your employment (for reasons of capability, or conduct), the appropriate procedures will be followed. Where there is no specified procedure the ACAS Code of Practice will be followed.

14. Driving Licence/Vehicle Insurance

If the nature of your work requires you to drive, you must hold and maintain a full, valid driving licence enabling you to drive in this country. If you use your own vehicle for business it must be insured for business use.

15. Personal Protective Clothing/Equipment

Where personal protective clothing/equipment is provided to comply with Health and Safety legislation it must be used in accordance with any instructions and/or training given. You must report any loss or obvious defect that occurs and they should keep the equipment as instructed and return it when required.

16. Equipment Provided by Employer

Where you are provided with other equipment in connection with your work e.g. laptop computer, mobile telephone, etc, it must be used in accordance with any instructions. Use of the equipment contrary to those instructions or failure to take reasonable care of them could lead to them not being covered by the employer's insurance policy. In those circumstances you might be held liable for any costs arising. You must return any such equipment when required / when you cease employment.

17. Data Protection and Confidentiality

Employees are required at all times during their employment to comply with the provisions of any current Data Protection legislation from time to time in force. Employees must take all reasonable steps to comply with any data protection requirements issued by the employer.

Employees are further required to ensure they comply with the confidentiality provisions as set out in the Code of Conduct or notified to them by management from time to time. In particular, the employee shall take all security precautions required by the employer or any third parties that have contracted with the employer to ensure confidential

information is not shared or disclosed in an unauthorised manner. No employee should make assumptions about the sharing of confidential information with other employees. If in doubt, the employee should consult his/her line manager. Inappropriate access or disclosure of school data constitutes a data breach and should be reported in accordance with the school's Data Protection Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the school's disciplinary procedure.

These confidentiality provisions do not affect your statutory rights to make a protected disclosure (whistleblow) or your right to raise a grievance in relation to any issues that arise during your employment.

The employer will comply with the relevant obligations of any current Data Protection legislation in relation to the processing of personal data and any special categories of data relating to the employee. All personal data will be collected, held and processed in accordance with the school's Data Protection Policy and retention schedule.

Notes

- (i) Unless otherwise stated in your letter of appointment you can see all the documents referred to in this Statement in the Administrative Office.
- (ii) Amendments to this Statement or to documents referred to will be notified to you as soon as possible.