

CCHS STATEMENT OF WRITTEN PARTICULARS

Part A Teachers/Leadership

1. **Working Hours**

1.1 General conditions in relation to working hours are in accordance with arrangements made under the provision of the School Teachers' Pay and Conditions Act 1991, as set out in the current edition of the School Teachers' Pay and Conditions Document. These may be summarised as follows:

1.1.1 A teacher employed full time must be available for work for 195 days in any year (i.e. 12 months commencing 1 September), of which 190 days shall be days on which you may be required to teach pupils in addition to carrying out other duties, and those 195 days shall be specified by your Headteacher.

1.1.2 Paragraph 1.1.1 applies to a teacher employed part-time, except that the number of hours a part-time teacher must be available for work will be that proportion of 1265 which corresponds to the proportion of full time pay.

1.1.3 In addition to the requirements set out in sub-paragraphs 1.1.1 and 1.1.2 above, you will work such additional hours as may be needed to enable you to discharge effectively your professional duties, including, in particular the marking of pupils' work, the writing of reports on pupils and the preparation of lessons, teaching material and teaching programmes. The amount of time required for this purpose beyond the specified 1265 hours shall depend upon the work needed to discharge your professional duties.

1.2 **Leadership and Lead Practitioners**

Your working time is not prescribed by the Teachers' Pay and Conditions Document, but must be sufficient to fulfil your obligations and professional duties set out in that document.

1.3 **Early Career Teachers**

During your Induction Period, your teaching timetable will be reduced in line with Government guidelines.

1.4 **Variations**

Your normal working hours are those set out in your offer letter, unless subsequently amended in writing in accordance with this clause.

The number of teaching hours required in each academic year will fluctuate depending on the specific needs of pupils and/or the number of pupils intending to study particular subjects/in each year group. You may therefore be required to teach different subjects/year groups within your qualifications and experience, to carry out other responsibilities commensurate with the role of a teacher and/or to vary your working hours/working pattern.

Any necessary variation to your timetable for each academic year will be discussed with you in advance of the start of that academic year, with a view to seeking agreement with you.

If after discussion and consideration of all relevant circumstances, it is not possible to agree all aspects of your working arrangements for the forthcoming academic year, it is a condition of this contract that a reasonable variation may be made to your duties, working hours and/or working pattern. This could involve a reasonable increase or decrease to hours and/or a change to the timing of hours working. Notice of any such variation will be given to you in writing as soon as is reasonably practicable.

1.5 **Additional hours**

Additional hours, worked by agreement, will be payable at the teacher's normal hourly rate, only up to a maximum of 1265 hour in any academic year.

The Pay Policy sets out whether there are any provisions for other payments related to additional work.

1.6 **Breaks**

You shall be allowed a break of reasonable length either between school sessions or between the hours of 12 noon and 2.00 p.m.

2. **Payments**

2.1 **Salary**

Your commencing salary will be as stated in your appointment letter and is inclusive of your statutory entitlement to paid annual leave.

Your employer's pay policy sets out how nationally negotiated cost of living increases will apply.

- 2.1.1 Your salary has been determined in accordance with the Teachers' Pay and Conditions Document, and your employer's pay policy.

2.2 **Part-time Employees**

Teachers in regular part-time service (including persons who are employed full-time in teaching but only partly as a school teacher) shall be paid a proportion of the salary and allowances that would be appropriate if they were employed full-time as school teachers. The proportion shall correspond to the proportion of the school week worked compared to a full-time employer at the same establishment.

2.3 **Payment periods**

- 2.3.1 You will be paid calendar monthly in arrears in twelve equal payments by direct credit transfer to a bank or building society account, details of which must be supplied on request. Payment dates will be determined by your payroll provider.

Claims for mileage and allowances will be paid by credit transfer to the nominated account.

- 2.3.2 Your salary will be paid in accordance with the terms of the Teachers' Pay and Conditions Act 1991, and you will receive not less than one-third of a year's salary for each full term's service. For the purpose of these arrangements the three terms in each year shall be constituted as follows:

The Summer Term from 1 May to 31 August;

The Autumn Term from 1 September to 31 December;

The Spring Term from 1 January to 30 April.

- 2.3.3 Teachers taking up work on first appointment, or on re-appointment, or on transfer from another teaching post covered by the Teachers' Pay & Conditions Document:

- (a) at the commencement of a school term will be paid salary:

- after the Summer vacation from 1 September; or from the first school day of the Autumn Term if this shall be earlier than 1 September;
- after the Christmas vacation from 1 January;
- after the Spring break from 1 May; or from the first school day of the Summer Term if this be earlier than 1 May;

- (b) during the term will be paid salary from the first day worked by the teacher.

- 2.3.4 You should be aware that the Spring break is fixed on a year-by-year basis and that it does not always include the Easter Bank holidays. A flexible approach may be required by teachers moving from or to schools outside of Authorities at the end of the Spring Term.

- 2.3.5 All teachers resigning their appointments will be paid salary:

- at the end of the Summer Term to 31 August; or in the case of a teacher resigning to take up another teaching post covered by the Teachers' Pay & Conditions Document, to the day preceding the day on which the new establishment opens for the Autumn Term if this be earlier than 1 September;
- at the end of the Autumn Term to 31 December;
- at the end of the Spring Term to 30 April; or in the case of a teacher resigning to take up another teaching post covered by the Teachers' Pay & Conditions Document to the day preceding the day on which the new establishment opens for the Summer Term if this be earlier than 1 May. A teacher resigning with effect from the end of the Spring Term to take up another teaching post covered by the Teachers' Pay & Conditions Document shall not be required to attend the first days of the Summer Term if that commences earlier than 1 May.

2.4 **Deductions from Salary and Recovery of Overpayments**

Your employer will make all necessary deductions from your salary as required by law (including income tax, national insurance and pension contributions). Every effort will be made to make accurate salary and other payments on the due dates. However, should an overpayment occur, your employer shall be entitled to deduct, from your salary, any monies owed by you at any time. Prior to any deduction being made, you will be notified of the reason and amount of the deduction. Similarly, your employer will pay to you any monies due as a result of any underpayment.

You are expected to draw to the attention of your employer any overpayment as soon as possible.

3. **Holidays**

Teachers' Terms and Conditions on Hours of Work include the statutory entitlement to 4 weeks paid holiday and 8 paid public/bank holidays (pro-rata for part-time staff) which is included in your annual salary and deemed to be taken during closure periods.

4. **Specific Terms & Conditions**

If you are an early career teacher, your appointment will be subject to the following additional conditions:

- (a) You must successfully complete a statutory induction period as determined by The Education (Induction Arrangements for School Teachers) (England) Regulations 2012 (as amended).
- (b) Your employer and their Appointed Appropriate Body, will decide whether or not you have met the requirements for satisfactory completion of the induction period.
- (c) If you fail to complete the induction period satisfactorily, your contract as a teacher will be ended in accordance with the above Regulations.

4.2 **Teachers on Employment Based Teacher Training Schemes/Overseas Trained Teachers**

As an employee on an employment based training scheme, your appointment will be subject to the following additional conditions:

- (a) You may be paid on the Unqualified Pay Range. Upon qualification, your salary will be on the Main Pay Range.
- (b) Depending on your qualifications and experience, you will be required to undertake appropriate studies and training and to undergo periods of observation as prescribed in the agreed training programme, to assist with your professional development and to facilitate the award of Qualified Teacher Status (QTS). As an employee on an employment-based teacher training scheme it is expected that QTS will be attained within a period of one year.
- (c) If at any time, the Recommending Body determines that it is inappropriate to recommend you for the award of QTS, the contract will terminate as soon as practicable at the end of a term, subject to the notice periods set out in paragraph 8.4.
- (d) In the event of the Recommending Body recommending you for the award of QTS and the Secretary of State not approving the award, the contract will terminate as in paragraph (c) above.
- (e) On successful completion of a training scheme and gaining Qualified Teacher Status, you will be subject to the conditions relating to Early Career Teachers as described in 4.1 above.
- (f) Overseas Trained Teachers must have a valid work permit and leave to remain for all periods of employment. If at any time a work permit/leave to remain is withdrawn or not renewed, your contract will be terminated at the end of your existing permit/leave to remain.
- (g) Overseas Trained Teachers are only permitted to work as a teacher for a maximum period of 4 years without obtaining QTS, irrespective of the length of any work permit or leave to remain. Should you not attain QTS within 4 years, your contract will be terminated. However, subject to current immigration rules you may be able to obtain further employment as an Instructor.

4.3 **Unqualified Teachers**

You will be paid on the Unqualified Teacher pay range.

4.4 **Probation**

If you are a new entrant to the employment of this employer, confirmation of your appointment will be subject to the satisfactory completion of a 26-week probationary period (unless your appointment arises from a statutory transfer), during which you will be expected to establish your suitability for the post. During the probationary period you will be subject to the probationary procedure adopted by your employer. This period will be based on your contracted working weeks and may be extended at the discretion of your employer.

Your contract will either be confirmed or terminated at the end of the probationary period, subject to statutory notice requirements as set out below (8.4). In some instances a contract may be terminated at any point prior to the end of the probationary period, subject to the statutory notice requirements.

5. **Pension**

The pension scheme applicable to your employment is the Teachers' Pension Scheme (TPS) and all new employees are contractually enrolled into this scheme. Therefore, you will be an active member of the Teachers' Pension Scheme from your first day of appointment.

You should be aware however that you can only be a member of the Teachers' Pension Scheme in respect of one full time contract if you are in the Final Salary scheme. If you have a second part-time teaching post you will be enrolled into the Local Government Pension Scheme in respect of this employment. If you are in the Career Average Related Earnings (CARE) scheme all posts can be within the Teachers' Pension Scheme.

You are able to opt out of the pension schemes at any time by completing an opt out form obtainable from your pension scheme administrator www.teacherspension.co.uk or www.essexpensionfund.co.uk.

To help people save more for their retirement, the government has introduced a requirement that employers enrol their workers into a workplace pension scheme. This is called Automatic Enrolment. This applies to those who meet certain age and earnings criteria.

Under certain circumstances, where you cease to be a member of a scheme because of some action by your employer or the Scheme Administrator or because you opt out, the statutory requirements of Automatic Enrolment apply and this may mean that you will be re-enrolled into scheme if you meet certain age and earnings criteria. You will be able to opt out of the scheme as and when this happens.

More information about Automatic Enrolment can be found at <http://www.thepensionsregulator.gov.uk>

The Teachers' Pension Scheme provides a comprehensive guaranteed benefits package, to which your employer also makes a substantial contribution. You can choose, as an alternative, a personal pension, stakeholder pension, or the State Second Pension but you should give very careful consideration to your pension position before making such a choice (under current legislation a personal pension or stakeholder pension can run concurrently with membership of the TPS).

When you join the Teachers' Pension Scheme, you can transfer pension credit from a previous scheme including an overseas scheme as long as the previous scheme meets Her Majesty's Revenue and Customs (HMRC) requirements and you apply for a transfer within 12 months of entering pensionable employment. You will need to complete a "Transfer In Application" downloadable from the Teachers' Pension website.

More information about the Teachers' Pension Scheme can be found at www.teacherspensions.co.uk

6. **Statutory and Contractual Leave**

The Leave of Absence Policy sets out your entitlements to statutory leave (and whether this leave will be paid or unpaid). Including but not limited to time off for dependants, maternity, adoption, paternity, parental and shared parental leave.

Your contractual rights to leave and pay are determined by the Conditions of Service for School Teachers (the Burgundy Book).

Leave entitlements are dependent on employees meeting qualifying criteria and complying with certain notification requirements.

If you wish to request leave of absence which is not covered by an entitlement to statutory leave this will be handled in accordance with the Leave of Absence Policy.

If at any time you would like information concerning these provisions, you should contact your administrative office.

If you are, or become, pregnant, you should contact your Line Manager without delay in order to obtain all relevant information.

7. **Sickness Absence**

7.1 **Sick Pay**

7.1.1 Your entitlements to occupational sick pay are as governed by the Conditions of Service for School Teachers. The current provisions are:

During 1 st year of service (up to 4 months service)	25 working days full pay
During 1 st year of service (after completing 4 months service)	25 working days full pay and 50 working days half pay
During 2 nd year of service	50 working days full pay and 50 working days half pay
During 3 rd year of service	75 working days full pay and 75 working days half pay
During 4 th and subsequent years of service	100 working days full pay and 100 working days half pay

For the purpose of the contractual sick pay scheme, "service" includes all aggregated teaching service.

Part-time employees receive pro-rata benefits.

If you are also entitled to Statutory Sick Pay this will be included in your full occupational sick pay. When your entitlement to occupational sick pay reduces to half pay, any entitlement to statutory sick pay will be added to your entitlement to half pay, so long as the total sum does not exceed your normal pay.

7.1.2 There are similar benefits if absence is due to 'industrial injury' at work.

7.1.3 Where there is medical evidence that an employee is no longer fit to fulfill the requirements of their job, even with reasonable adjustments, your employer reserves the right to terminate employment before the expiry of occupational sick pay, in accordance with the Sickness Absence Management Procedure.

7.2 **Reporting requirements**

7.2.1 Payment of sick pay is subject to employees' compliance with the sickness absence management procedure, reporting requirements and cooperation, if requested, in obtaining medical advice as to their fitness for work.

7.2.2 Where sickness absence occurs, you must ensure that your immediate line manager is notified at the earliest opportunity of the absence and of when your illness commenced. For periods of sickness exceeding 3 days resulting in absence from work you are required to complete a sickness absence form (obtainable from your line manager). For absences beyond 7 calendar days you are required to obtain a FIT note.

7.2.3 You are under an obligation to declare any periods of sickness which might occur during closure or holiday periods. Medical certificates must be produced as described above.

Other detailed provisions are as set out in the Conditions of Service for School Teachers and the Sickness Absence Management Procedure.

7.3 **Sick Pay and Third Party Accident Compensation**

Where employees are absent as the result of an accident for which damages may be recoverable from a third party, they must inform their line manager as soon as possible. The employer may recover all or a proportion of the costs of sick pay / accident pay from the damages received by the employee.

7.4 **Medical and X-ray Examinations**

Employees may sometimes be required to undergo a medical examination and/or tests or X-ray examination either by way of health surveillance for particular work their job entails or because of their having been exposed to or suffered from a particular illness which in the opinion of your employer's Occupational Health Advisor (OHA) makes such examinations necessary. On rare occasions, employees may be required, on the advice of the OHA, to cease carrying out their normal duties for such periods as the OHA may require.

The arrangements for determining a teacher's physical and mental fitness to teach are contained within DfES Circulars and statutory regulations up-dated and amended from time to time, which form part of the General Conditions. Details of the currently effective documents may be obtained via the administrative office.

8. **Notice to Terminate Employment**

8.1 **Contractual Notice (employer/employee) – Teachers/Assistant Head/Head of School/Deputy Head**

This agreement may be terminated at the end of any term by the employee/employer giving notice in writing to that effect not less than two calendar months before the end of the Spring or Autumn terms or not less than three calendar months before the end of the Summer term, provided that, if the employee gives notice for the purpose of taking up another teaching post covered by the Teachers' Pay & Conditions Document at the beginning of the Summer or Autumn term and the new establishment opens for the Summer term earlier than 1 May or for Autumn term earlier than 1 September, termination of the appointment under this paragraph shall be deemed to take effect on the day immediately preceding the day on which the new establishment opens.

8.2 **Contractual Notice (employer/employee) – Headteachers/Chief Executive Officer**

This agreement may be terminated at the end of any term by the employee/employer giving notice in writing to that effect not less than three calendar months before the end of the Spring or Autumn terms or not less than four calendar months before the end of the Summer term, provided that, if the employee gives notice for the purpose of taking up another teaching post covered by the Teachers' Pay & Conditions Document at the beginning of the Summer or Autumn term and the new establishment opens for the Summer term earlier than 1 May or for Autumn term earlier than 1 September, termination of the appointment under this paragraph shall be deemed to take effect on the day immediately preceding the day on which the new establishment opens.

8.3 In most cases the periods of notice set out in 8.1 and 8.2 above will apply. There will, however, be some exceptions, as follows, where the employer will give you a different period of notice.

- Failure to satisfactorily complete your probationary period (Statutory Notice will apply see 8.4 below)

- Summary dismissal without notice on the grounds of gross misconduct
- Where Statutory Notice (see 8.4 below) exceeds contractual entitlement
- In the case of dismissal for a Statutory Prohibition reason (Statutory Notice will apply see 8.4 below)
- In the case of fixed term contracts, which may be terminated earlier than the stated date by the employer (Statutory Notice will apply see 8.4 below)
- An early career teacher whose services are being terminated due to failing to successfully complete the induction period will have their contract terminated in accordance with The Education (Induction Arrangements for school Teachers) (England) Regulations 1999 (as amended)

8.4 Statutory Notice (employer)

The minimum period of notice of termination of your employment which your employer is required by law to give you is:

more than 4 weeks service, but less than 2 years	1 week
2 years or more service, but less than 12 years	1 week for each year of continuous employment
12 years or more service	12 weeks

8.5 Fixed-term Contracts

If your contract is for a fixed term it will terminate on the date given in your letter of appointment if not previously terminated in accordance with the above provisions

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. This includes attendance at general safeguarding training and any specific training relevant to your particular role as specified by statutory guidance.

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.