

SECTION B – STATEMENT OF PARTICULARS

To obtain a copy of this document in an alternative format (e.g. large print, Braille or audio cassette) or translated into another language, please telephone the Human Resources Helpdesk.

INTRODUCTION

This document forms part of the Statement of Particulars and must be read in conjunction with Section A and the covering letter. More detailed information, including policies relating to your employment at the school can be obtained from the School

Each Contract of Employment will stand alone and work undertaken in other posts will be subject to a further a Statement of Particulars and paid at the rate of pay applicable to that post.

NATIONAL AGREEMENT ON PAY AND CONDITIONS

Terms and conditions of employment are covered by existing National Agreements and Local Collective and other agreements negotiated and agreed with the trade unions recognised by this Authority for collective bargaining purposes, in respect of the employment group to which an employee belongs.

Terms and conditions of service for teaching employees are embodied in the Statutory School Teachers' Pay and Conditions Document, the Conditions of Service for Schoolteachers in England and Wales (the Burgundy Book), any local collective agreements relevant to your employment reached with trade unions recognised by Dorset Council, Educations Acts 1944 to 1993 and subsequent Acts, financial and other relevant regulations and rules of the Council and articles and instruments of government of the school. These documents are available for inspection within the school.

The council undertakes to ensure that future changes in these terms will be entered in these documents, or otherwise recorded in an accessible form, within one month of the change. The principal conditions at the time of issue of this statement are set out in Sections A and B of this Statement of Particulars.

HEADTEACHERS

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HEADTEACHERS

1 EMPLOYER

- 1.1 As you are employed in a Community or Voluntary Controlled school your employer is Dorset Council.

2 CONTINUOUS EMPLOYMENT

- 2.1 Your period of continuous employment for statutory employment rights dates from your commencement of employment with your current employer. If you have previous continuous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 (which covers local authorities, schools and related bodies) this will be included in calculating entitlement to redundancy pay.

3 DUTIES

- 3.1 You will be required to carry out the duties of a Head Teacher as described in the School Teachers' Pay and Conditions Document (STPCD).
- 3.2 You will also carry out the duties and tasks assigned to you under your job description as reviewed from time to time. A copy will be provided by the school.
- 3.3 You will be required to undertake training from time to time as deemed necessary by the school.

4 SALARY

4.1 Rate of Pay

- 4.1.1 Details of salary grade and spinal column point on appointment are shown in Section A of the Statement of Particulars.

4.2 Incremental Progression

- 4.2.1 Your salary is calculated in accordance with the Individual School Range which is based on points on the Leadership pay scale, as determined by the Governing Body and in accordance with the STPCD. It will be reviewed annually in September and an annual pay statement will be issued to you by the Governors. Changes to pay may be made as specified by the Pay and Conditions Document for that year.

- 4.2.2 Pay for part time Head teachers will be calculated in accordance with the STPCD.

4.3 Pay Intervals

- 4.3.1 You will be paid monthly in arrears by credit transfer on the last working day of the month.
- 4.3.2 You will be paid in accordance with the terms of the Burgundy Book by monthly instalments and should 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 May 1 to August 31;

The Autumn term from September 1 to December 31;

The Spring term from January 1 to April 30

4.4 Safeguarding

4.4.1 If you are in receipt of safeguarding this will be shown in Section A and will be paid as notified and for a maximum of 3 years in accordance with the STPCD.

4.5 Recruitment and Retention Allowance

4.5.1 If you are in receipt of a Recruitment and Retention Allowance, this will be shown in Section A and will be paid as notified and for a maximum of 3 years in accordance with the STPCD.

4.6 Discretionary Payments to Headteachers

4.6.1 If you are in receipt of a discretionary payment this will be shown in Section A together with the reasons for payment and will be paid as notified in accordance with the STPCD.

4.7 Overpayment of Salary

4.7.1 In cases where an employee is subject to overpayment of salary or under-deduction of tax or National Insurance, the school will seek to recover monies paid. Details of the procedure for the recovery of overpayment are available on request.

4.7.2 The school reserves the right to recover from an employee all monies due on the termination of employment, subject to prior notification of the amount.

4.7.3 As a general rule, the period of recovery will not exceed the period of overpayment or under-deduction. The employer may proceed with deductions if agreement cannot be reached within 28 days of notification.

5 HOURS AND PATTERN OF WORK

5.1 Hours and pattern of work as necessary to carry out the professional duties as set out in the STPCD.

5.2 Job Share

5.2.1 Where a formal job share arrangement applies this is indicated in Section A of the Statement of Particulars.

5.2.2 If one of the job sharers resigns the following options will be considered:

- To recruit an applicant to the remaining part of the post or
- To agree that the post should revert to full-time and for the remaining job-sharer to agree to carry out the duties on a full-time basis.

5.2.3 If these arrangements prove unsuccessful, the job share arrangements will be terminated, however every effort will be made to identify suitable alternative employment.

6 VARIATION OF CONTRACT

- 6.1 It will be necessary to make variations in your terms and conditions of employment from time to time. Those changes that are brought about by an Act of Parliament, Regulation, other Government documents or national collective bargaining will be made by incorporating the changes in the various documents to which this contract refers and also by notification to you where the council considers it appropriate.
- 6.2 If changes occur as a result of local agreements reached by local collective bargaining, then changes will be entered in your contract of employment or otherwise recorded in an accessible form within one month of the change.

7 FIXED TERM CONTRACTS

- 7.1 If a fixed term contract applies this will be indicated in Section A of the Statement of Particulars.
- 7.2 Section A of the Statement of Particulars will also indicate a fixed term reason number eg. 2. Please refer to the table below for further details of that Reason:

Fixed Term Number	Reason
2	To cover sickness absence . This is a temporary contract to cover the absence of a permanent employee who is absent due to sickness and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.
8	To cover a permanent vacancy . This is a fixed term contract to provide short term cover for a permanent vacancy pending permanent recruitment and will end on the date given in Section A or earlier, with due notice, upon the appointment of a permanent postholder.
9	To cover a temporary reduction in hours of substantive postholder. This is a fixed term contract to cover a temporary reduction in hours of the permanent postholder and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, if the reduction in hours of the permanent postholder ceases.
10	To cover the special needs of an identified pupil . This is a fixed term contract to cover the special needs of an identified pupil. The contract will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the needs of the pupil change or the attendance of the pupil cease.

11	<p>To undertake a project.</p> <p>This is a fixed term contract to undertake a project and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the project cease.</p>
12	<p>Schools Direct Programme.</p> <p>This is a fixed term contract under the Schools Direct Programme and will end on the date given in Section A.</p>
13	<p>Linked to specific work which is funded for a fixed term only.</p> <p>This is a fixed term contract to undertake specific work only funded for a defined period including where there is an anticipated reduction in funding. The contract will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the funding cease prior to the date anticipated.</p>
16	<p>Linked to a period of service restructuring</p> <p>This is a fixed term contract to undertake work pending a planned restructuring of the service. You will not be included in ring fencing or prior consideration for vacancies as part of the restructuring process. If the reason for this fixed term arrangement ceases to exist, the arrangement may be terminated with due notice prior to the date anticipated.</p>
17	<p>To cover family leave.</p> <p>This is a temporary contract to cover the absence of a permanent employee by reason of maternity or paternity or adoption or parental or shared parental leave and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.</p>
18	<p>To cover the absence of a member of staff.</p> <p>This is a fixed term contract to cover the absence of a permanent employee (including absences due to paid or unpaid leave or secondment) and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the permanent postholder return to work.</p>
20	<p>Linked to an apprenticeship scheme</p> <p>This is a fixed term contract linked to participation in an apprenticeship team and will end on the date given in Section A. The contract may be terminated at an earlier date, with due notice, should the apprenticeship and training be completed before the planned date.</p>

22	<p>Linked to right to work in the United Kingdom.</p> <p>This is a fixed term appointment linked to right to work in the United Kingdom and will end on the date specified, unless you receive permanent right to remain working in the United Kingdom before this date at which your appointment will be made permanent.</p>
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7.3 If the reason for this fixed term arrangement ceases to exist, the arrangement may be terminated with due notice before the end date shown.

8 LEAVE AND PUBLIC HOLIDAYS

8.1 Subject to the Working Time provisions of the STPCD, your holiday will coincide with periods of school closure and public holidays, details of which will be notified to you from time to time.

8.2 You will be paid full salary during these closure periods unless you are receiving less than full salary arising from the application of the sick pay scheme, maternity pay scheme, etc.

9 ROLE SPECIFIC REQUIREMENTS

9.1 Disclosure and Barring Service (DBS) Checks

9.1.1 This post requires a DBS check for work in regulated activity and you may be subject to re-checking at the discretion of the Head teacher.

9.1.2 The post is exempt from the Rehabilitation of Offenders Act 1974. Your employment is subject to satisfactory enhanced Disclosure and Barring Service check with barred list check and is subject to the requirements set out in the Education (Prohibition from Teaching or Working with Children) Regulations 2003 (as amended). You are required to inform us immediately if you are the subject of a police investigation or receive any conviction or caution which is not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020) or any occurrence that may disqualify you from providing childcare under the Childcare (Disqualification) Regulations 2009. Failure to immediately report such information will result in disciplinary action, up to and including dismissal. Please see paragraph 7.1.3 on which convictions to declare.

9.1.3 Arrangements were introduced on 29 May 2013 to filter out certain old and minor convictions and cautions for criminal records certificates and enhanced criminal record certificates issued by the DBS. These arrangements are set out in The Police Act 1997 (Criminal Record Certificates: Relevant Matters) (Amendment) (England and Wales) Order 2013 ("the Order"). Employees should refer to this document if they are in any doubt on what convictions to disclose.

9.1.4 You are required to declare in writing any of the above to the Head teacher should they occur during employment with the school. Any such information will be considered in relation as to how it will affect the employment position. Failure to declare any relevant change to your criminal record status will be subject to disciplinary action, which may include dismissal in serious cases.

9.1.5 You are required to undertake regulated activity as defined by the Safeguarding Vulnerable Groups Act 2006 and Protection of Freedoms Act 2012 and if you become barred from regulated activity by the DBS (formerly Independent Safeguarding Authority), you can no longer work in regulated activity and your employment will be terminated.

9.2 **Statutory Registration Requirements**

9.2.1 Where posts have a statutory registration requirement employees will be expected to maintain their registration. In cases where registration is withdrawn or not maintained by the individual, the council may terminate the employment.

9.2.2 The Council does not reimburse any costs associated with professional and/or statutory registration fees.

9.3 **Driving a vehicle or operating Machinery**

9.3.1 If you are required to drive a vehicle or operate machinery as part of your duties and you develop a medical condition during the course of your employment that could affect your ability to safely undertake your duties, you are required to disclose this to your manager immediately. In order that risk can be assessed, and reasonable adjustments can be considered. Failure to declare such a change in circumstances may be considered as disciplinary matter.

10 **SICKNESS ALLOWANCE**

10.1 If you are unable to report for duty because of sickness absence you must notify the Chair of Governors immediately giving the nature of the illness and likely duration if known and keep Chair of Governors informed of the situation. You should also make the school aware of your absence.

10.2 Entitlement to sick pay is set out in the Conditions of Service for School Teachers in England and Wales Document.

11 **TERMINATION OF CONTRACT**

11.1 The notice period is set out in the STPCD and Burgundy Book. You may terminate this contract by giving 3 months' notice to expire on 30 April or 31 December or 4 months' notice to expire on 31 August in any year.

11.2 In respect of the minimum notice of dismissal, the Governing body is required to give the above. The Governing Body may terminate an employee's employment without notice if a disciplinary hearing accepts that gross misconduct has occurred.

11.3 Notice from the Council is deemed to be issued and received when the employee is either;

- Informed verbally during any formal proceedings resulting in a dismissal
- Informed in writing at which point notice will take effect from the date of the termination letter

11.4 For temporary and/or fixed term contracts of employment, prior to the expiry date specified in Section A, the contract may be terminated by one month's notice either side.

11.5 There is no compulsory retirement age.

12 PENSION

12.1 You are entitled to membership of the Teachers' Pension Scheme. You will automatically become a scheme member regardless of whether or not you work on a full or part-time basis. The scheme is funded by contributions from employees and from the school. Employees make contributions by way of a percentage deduction from salary.

12.2 You have the choice to opt out of the scheme, and a form is available from <http://www.teacherspensions.co.uk> to enable you to do this. If you have previously opted out of the scheme, please provide evidence of this and no further contributions will be deducted. If you have previously opted out and would like to join the scheme, please visit the website at <http://www.teacherspensions.co.uk> to obtain a membership election form.

12.3 If you consider that you have pensionable rights in respect of earlier employments transferable to the Teachers' Pension Scheme you will need to contact Teachers Pensions on 0345 6066166 or visit the website at <http://www.teacherspensions.co.uk>. Please note you must transfer within one year of taking up a new appointment.

12.4 All relevant literature is available on the scheme website <http://www.teacherspensions.co.uk> for your information. You must ensure that you have read and understood the employees' guide to the scheme which is available on this website.

12.5 Previous pension provision may be transferred into the Teachers' Pension Scheme within one year of taking up this employment.

13 POLICIES AND PROCEDURES

13.1 Full details of all policies, procedures and further guidance and information is available on request.

13.2 Capability Policy and Procedure

13.2.1 The capability policy should be applied in situations where there are concerns about an employee's ability to satisfactorily carry out their job. It is not intended to replace or restrict the normal supervisory process.

13.3 Code of Conduct for Employees

13.3.1 The code of conduct for employees (based on a model code of conduct for Local Government Employees), as adopted by the school sets out the standards expected of all employees including details in respect of disclosure of information, private work, political restriction, gifts/hospitality and relationships.

13.4 Confidential Information

- 13.4.1 In the course of employment it is acknowledged that some employees will have access to confidential information.
- 13.4.2 Confidential information means: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the School's business, affairs and finances for the time being confidential to the School; its users, service providers, clients or associates including, without limitation, personal data, technical know-how and know-how relating to the School's business or any of our contacts, including but not limited to its users, service providers, clients and associates.
- 13.4.3 The employee shall not (except in the proper course of his duties), either during employment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any confidential information. This shall not apply to:
- a) any use or disclosure authorised by the Chair of Governors/Headteacher or required by law;
 - b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
 - c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996

13.5 Data Protection and Information Governance

- 13.5.1 General Data Protection Regulations (GDPR) 2018 applies to all forms of recorded personal information held about living individuals (data subjects).
- 13.5.2 The personal and job details shown in this Statement of Particulars are necessarily recorded by the council for inclusion in its computerised payroll, pension and personnel records systems. Any query or concern regarding the recording and use of this information should be raised with the Chair of Governors. Please refer to the employment privacy notice, which can be found on the school website, for more information or available on request.
- 13.5.3 In the course of your work, you may use or have access to sensitive, confidential or restricted information about employees, pupils, the public or the school's business. Failure to properly protect such data will be subject to disciplinary action, which may include dismissal in serious cases. You should be aware of your obligations under the GDPR 2018. Further information about Data Protection and security of information is available on request.

13.6 Disciplinary Policy and Procedure

- 13.6.1 The disciplinary policy and procedure is available on request. The disciplinary policy and procedure are designed to ensure that all employees maintain the required standard of conduct.

13.7 Dorset Travel Scheme

- 13.7.1 Reimbursement for travel expenses incurred during the course of duties will be made in accordance with the Dorset Council Travel Scheme.

13.7.2 The Dorset Council Travel Scheme needs to be read in conjunction with the Driving at Work Policy.

13.8 Family Leave provisions (including Maternity/Adoption/Paternity and Shared Parental Leave)

13.8.1 Details of any entitlement to family leave and pay are set out in the guides for employees on maternity, adoption, paternity and shared parental provisions. Information is available on request alongside information in respect of entitlement to unpaid parental and dependents leave.

13.9 Grievance Resolution Policy and Procedure

13.9.1 The grievance resolution policy and procedure provides a means for resolving employee complaints fairly and quickly. It is not intended to replace or restrict the normal supervisory process.

13.10 Health and Safety at Work

13.10.1 The school and its employees have a responsibility to promote a safe and healthy workplace.

13.11 Membership of A Trade Union

13.11.1 The school supports the system of collective bargaining and believes in the principle of solving industrial relations problems by discussion and agreement.

13.11.2 All employees have the right to join a trades union and to take part in its activities. Details of the trades unions with whom the school consults along with contact details are available on request.

13.12 Monitoring and Surveillance of employees

13.12.1 All emails and activities on the School's IT systems and telephone conversation may be subject to monitoring.

13.12.2 All emails used to carry out School or Councils business is subject to potential disclosure under Data Protection and Freedom of Information legislation.

13.12.3 CCTV is used in some buildings and Council vehicles for the purposes of health and safety, protecting lone working, for the prevention and detection of crime and for contract compliance. The school/council will provide appropriate signs where CCTV is in operation and will inform you if your vehicle employs CCTV for these purposes.

13.12.4 Entry to some offices/premises are controlled by key fob entry systems. The information that is gathered by these systems may be subject to monitoring for attendance and health and safety purposes.

13.13 Sickness Absence Management Policy and Procedures

13.13.1 The attendance management policy and procedures provide a framework for support and guidance for effective management of employee sickness/attendance.

13.14 **Social Networking Policy**

13.14.1 The Council's social networking policy sets out guidelines about the use of social networking sites, for both business and personal use.

A handwritten signature in black ink, appearing to read 'Matt Prosser', with a horizontal line underneath and two dots at the end.

Matt Prosser
Chief Executive
Dorset Council