ENC 4 Statement of Particulars of Employment THE ARNEWOOD SCHOOL, Gore Road, New Milton, Hants. BH25 6RS							
1	Employer	The Gryphon Trust is your employer. References to "employer" and "your employer" in this Statement of Employment Particulars are references to The Gryphon Trust. Any reference to "school or "the school" is reference to The Arnewood School.					
2	Employee	******					
3	Post	Your post title is ***********************************					
		Your normal duties are as detailed in your role profile and any other documents detailing your tasks, copies of which are available from your line manager. These duties may be subject to review and change in line with business or the School's needs. However, any changes in duties will take account of your skills, experience and grading and your own personal development and will only be implemented subject to consultation with you.					
4	Date of employment	This appointment commenced on ***********************************					
5	Continuous employment	Previous continuous service with any employer specified in Part II Schedule 2 of the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999, as amended from time to time, will be included when calculating your entitlement to redundancy pay, but not for other purposes.					
		Your start date of continuous employment for the purpose of this paragraph is ****					
6	Place of work	Your normal place of work is The Arnewood School ("the School)" or, by agreement, a locality within the purview of The Gryphon Trust					
7	Hours of Work	Your normal working hours are *** hours per week ('Normal Working Hours'). The precise days and times of your working hours are subject to arrangement with your Headteacher/line manager and subject to the needs of the School. You will be consulted about any changes to your Normal Working Hours.					
8	Salary	Your post is graded at Grade * based on the School's pay and conditions for support staff.					
		Your starting salary is \pounds^{****} (FTE \pounds^{*****}) per annum and is subject to review annually on 1 September					
9	Annual Leave	The annual leave year is 1st April to 31st March.					
		In each leave year you will have an annual leave entitlement as per Manual of Personnel Practice, Policies and Procedures,	Deleted: detailed below, in accordance with The Arnewood School's Pay and Conditions Policy based on working a 52				
		Up to two days of the above entitlement may be prescribed by the School, or your local work area for operational reasons and you would therefore be required to take annual leave on these days in accordance with The Arnewood School's Pay and Conditions Policy for Support Staff.	week year.¶ ¶ Grade C¶ ¶ Entry entitlement 31 days paid annual leave.¶ ¶				
		The basis for determination of this and future annual leave and public holiday entitlement is set out in The Arnewood School's Pay and Conditions Policy. Annual leave must be taken by agreement with the Headteacher or his/her delegated representative and is subject to the operational needs of the School being paramount.	You will also be entitled to paid leave in respect of public holidays each year				

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		All terms and conditions relating to annual leave (including public holidays) and holiday pay are included in The Arnewood School's Pay and Conditions Policy, which is available from the Headteacher.
10	Method of payment	You will be paid monthly by credit transfer one month in arrears on the last working day of each calendar month.
		You must maintain a suitable bank account or building society account into which payments can be made and you must provide the School with the current details.
11	Overtime, Unsocial Hours and Shift Working	Payment/allowances for: - additional hours worked up to 37 hours; - overtime above 33.5 hours; - unsocial hours worked; - shift working
		will be paid, if applicable, in accordance with the rules set out in The Arnewood School's Pay and Conditions Policy for Support Staff , which is available from the Headteacher.
12	Deductions from Salary	Your employer reserves the right to make the following deductions from your salary, as appropriate: -repayment of pay for hours not worked; -repayment of an advance of pay; -repayment of outstanding loans; -leave taken in excess of entitlement; -any other overpayments or amounts owing by you to the School.
		Upon termination of your employment for whatever reason, all outstanding loans and interest will be immediately repayable as will any local payment/funding made to you with a repayment clause. Any such sums will be deducted from any amounts due to you upon leaving, including any salary due
13	Terms and conditions of employment	The terms and conditions of your employment are as set out in: -This statement of particulars of employment - The Arnewood School's Pay and Conditions Policy for Support Staff -The school's policies
		Copies of the above documents are available from the Headteacher.
		The School's pay and conditions policy for support staff may be updated and amended from time to time following consultation with the School's negotiating body to reflect changing operational needs. The terms and conditions of employment resulting from such consultation will be held to apply to you if you are in the employment group concerned.
14	Notice	Your notice should be given in writing to the Headteacher.
		On the termination of your employment for whatever reason you shall immediately return to the School all items of property belonging to the School or relating to the School's business that are in your possession including but not limited to all books, security passes, ID badges, documents, papers, computer hardware and software (including copies), materials, tools and keys.
14a		Nothing in this notice clause shall prevent the School from ending your employment without notice in appropriate circumstances.
		The minimum period of notice required to be given by the employee to the School is one calendar month.
		The minimum period of notice required to be given by the School to the employee is one calendar month or 1 week for each year of continuous service up to a maximum of 12 weeks, whichever is the greater.
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15	Residential Post	It is condition on your employment that you are required to occupy a residence provided for you by your employer for the purpose of the better performance of your duties, and in this respect, the property known as The Arnewood School House has been allocated for your occupation and you are required to occupy such property. In due course you will receive a Service Tenancy Agreement that you will be required to complete.
15	Health safety and welfare	The School has a duty to ensure the health and safety of its employees and you as an employee also have a duty to work safely, not to put others at risk and to co-operate with the School to ensure compliance with health and safety legislation. The School has prepared a written statement of its health and safety policy and a copy is available from the Headteacher. You have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of yourself, fellow employees, colleagues and any third parties you come into contact with as part of your employment
16	Code of conduct	Your employer requires all employees to maintain high standards of conduct. The school has in place a Code of Conduct which applies to your employment. A copy will be available from the Headteacher.
		You will also be required to comply with any professional codes of conduct applicable to you, which covers anything liable to bring The Arnewood School into disrepute in any context.
		Failure to comply with any professional codes of conduct or with the School's Code of Conduct could result in action being taken against you under the School's disciplinary procedure.
17	Disciplinary procedure	The disciplinary procedure and rules relating to your employment are available for reference upon request to the Headteacher
18	Capability procedure	The capability procedure relating to your employment is available for reference upon request to the Headteacher
19	Grievance procedure	The grievance procedure relating to your employment is available for reference upon request to the Headteacher.
20	Reporting concerns at work	The School considers that all staff have a duty to report irregularities and bad practice within the operations and services of the School.
		A copy of the procedure that you must follow to report concerns at work is available from your Headteacher
21	IT policy and email monitoring	If you are given access to the School's computer systems and communications network you must comply with the School's Internet Use Policy which is available from the Headteacher.
		Failure to comply with any of the above guidelines and policies may lead to disciplinary action, including summary dismissal, under the School's Disciplinary Procedure.
		As part of the Internet Use Policy, in certain circumstances (including cases where there is evidence of some crime or other unlawful or unauthorised use of the School's IT systems) the School has the right to access personal and private communications. This right will only be exercised with the approval of the Headteacher in consultation with the Chair of Governors, and after an impact assessment has been undertaken in accordance with guidance set by the Information Commissioner's Office.
22	Privacy statement	Personal data is held by the School about the people it employs. For the purposes of the Data Protection Act 1998, the School is a data controller and acts as a data controller in common with other bodies where staff info must be shared. For the
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		purposes of the Data Protection Act 1998, the School is a data controller and acts as a data controller in common with other bodies where staff information must be shared.
		The School collects and maintains personal information in order to carry out its functions as an employer and comply with certain statutory obligations, including the sharing of information with other official/government bodies.
		If you wish to have access to information held about you by the School or its service providers you should initially contact your Headteacher.
23	Sickness absence	Your entitlements during any absence due to sickness or injury are as set out in The Arnewood School's Pay and Conditions Policy for Support Staff.
		In the event of sickness absence, a maximum of 3 months full pay and 3 months half pay, depending on particular circumstances. Each case, however, will be treated on its own particular needs and an extended, longer period of absence may be given in severe circumstances, with appropriate support.
		You must follow the reporting procedures for absence due to sickness or injury as specified in The Arnewood School Staff Handbook, issued to all staff or their team leader. Failure to follow the reporting procedures could result in action being taken against you under the School's Disciplinary Procedure and/or loss of pay.
		If you are incapable of performing your duties by reason of injuries sustained wholly or partly through the actionable negligence, nuisance or breach of statutory duty of any third party, then all payments made to you by the School by way of remuneration during your period of incapacity shall, to the extent that compensation is recoverable from that third party, constitute loans by the School to you (notwithstanding that as an interim measure income tax has been deducted from payments as if they were emoluments of employment). Any such payments shall be repayable by you when and to the extent that you recover compensation for loss of earnings from that third party by legal action or otherwise. You are required to use all reasonable endeavours to recover any compensation due to you from the third party.
24	Pensions	If you are below age 75 and your employment is intended to be for three months or more you will automatically join the Local Government Pension Scheme (LGPS) upon commencement of your employment with the School, unless you elect not to do so.
		If you were previously a member of the Teachers' Pension Scheme (TPS) membership of the TPS will cease and you will join the LGPS upon commencement of this employment providing you meet the necessary entry criteria, unless you elect not to do so. Membership of the TPS cannot be retained unless you are moving into a designated teaching post. The School will seek to effect this change on your behalf but it is your responsibility to ensure that the transfer to LGPS takes place in accordance with, and in, the timescales required by the terms of the relevant pension schemes. Failure to do so may damage your pension entitlements.
		Joining the LGPS requires pension contributions to be deducted from your pay and these can only be refunded if you elect to leave the scheme within 3 months of entry. You should, therefore, complete and return a Pension Membership Option Form immediately confirming your wish to join or not join the scheme.
		If you decide to join the LGPS you also have the option to transfer previous pension rights from other pension providers (personal pensions, private sector schemes, stakeholder pensions, and public sector schemes such as the Teachers' Pension Scheme) into the LGPS. However, this transfer must be completed within 12 months of your joining the Hampshire Pension Fund. Further information on the LGPS, including how to transfer, can be obtained from the Finance Officer, at the school. If you are unsure about whether to transfer your previous benefits you should seek advice from an Independent Financial Adviser.

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25	Membership of trade unions and teachers' associations	The School supports the system of collective bargaining and believes in the principle of solving industrial relations concerns by discussion and agreement where possible. The School recognises that its employees may wish to be represented by recognised Trade Unions/Professional Associations.
		You therefore have the right to join a Professional Association/Trade Union and take part in its activities. Details of the recognised trade unions and negotiating bodies are available from the Headteacher.
26	Working time regulations	Under the Working Time Regulations employers have a responsibility to ensure that employees' working time is monitored. Therefore you should notify the Headteacher at any time during your employment if you have or obtain additional employment outside the School.
27	Right to work in the UK	It is a condition of your employment that you have and continue to have the right to work and leave to remain in the UK, in accordance with the Immigration, Asylum and Nationality Act 2006. If, for any reason, you lose the right to work and/or leave to remain in the UK, your employment will be terminated with effect from the date your permission to work and/or leave to remain expired, on the grounds that it is unlawful to continue to employ you in the UK. You will not be entitled to notice of termination of your contract in these circumstances.

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