08th May 2019

Private and Confidential

Salary

The salary will be effective from date of employment. If you work part time, job share or work term time only, this salary will be a pro-rata of the full time equivalent.

Your salary will be reviewed annually and you will be advised of any cost of living rises. To progress up your salary band this will be dependent upon the successful outcome of any performance management process undertaken by Selly Oak Trust School. Please note incremental progression requires you to complete six months in your post.

Probationary Period

Your appointment is subject to medical clearance, clearance from the Disclosure and Barring Service, evidence of entitlement to work in the United Kingdom and to satisfactory completion of a probationary period of 26 weeks. (if you have already completed 26 weeks as at 08 May 2019, you will not need to complete this again)

Term Time Only

If you work term time, only your salary will be adjusted to term time only to allow you to take the school holidays. Your contract is to work for 39.0 weeks per year, however you shall be paid for 45.59 weeks per year which includes your leave entitlements.

Payment of Salary

Your salary will be paid monthly in twelve equal instalments by direct credit to a Bank or Building Society of your choice. Your salary payment will be paid on 28th of each month unless this coincides with a weekend or Bank Holiday in which case payment date will be the preceding Friday. In the months of December and January, however, payroll may decide to make payment earlier in the month.

Continuous Employment

Selly Oak Trust School recognises your employment service

This will be included in calculating your entitlement to:

- A redundancy payment
- Sickness allowance
- Maternity allowance
- Notice period (at half rate)

Work Location

Your work location will be Selly Oak Trust School. This is the address to use for calculating any travel expenses that the school may pay or you may receive in future.
**Hours of Work**

The full time equivalent working week is defined as 36.50 hours.

Selly Oak Trust School endorses the principles of a work/life balance and as such will consider requests for changes to working arrangements subject to operational needs of the Selly Oak Trust School. Such matters will also be considered as part of any consultation with employees on proposed changes to existing working arrangements.

**Overtime**

You may be entitled to receive overtime payments if this is approved in advance. Management graded positions should not be paid overtime, however those staff who are undertaking planned overtime may be considered for overtime payments but this is subject to approval in advance.

**Dual Employment**

You must inform Selly Oak Trust School of any other type of employment and the number of hours worked (this includes any employment not just employment with the school). You must advise Selly Oak Trust School of all hours worked within that employment so as to ensure compliance with the Working Time Regulations and Inland Revenue requirements.

If your employment with the school is your primary contract then Selly Oak Trust School in conjunction with the Head Teacher of Selly Oak Trust School reserves the right to refuse permission for other employment where:

- A conflict of interest exists
- The number of hours worked have implications for the Health and Safety of clients and the school/establishment.
- Significant implications for the Governing Body duty of care to its staff.

Subject to the above, If you work, or have agreed to work more than an average of 48 hours a week with more than one employer including the school, you will need to sign an opt out agreement with the school. This will be available through your Head Teacher/Line Manager.

**Disclosure and Barring Service Checks**

Selly Oak Trust School is committed to safeguarding and promoting the welfare of children and young people and expect all staff (and volunteers) to share this commitment. It is a statutory requirement that anyone applying to work with children or vulnerable adults undergoes a Disclosure and Barring Service check. If your post requires checks to be conducted this will be required prior to commencement of work (this requirement will include positions enabling access to personal client records). You will be required to complete an application form and produce identity documents at interview and on a periodic basis in line with the appropriate regulatory body.

Posts requiring Disclosure and Barring Service checks are exempt from the Rehabilitation of Offenders Act 1974 and therefore all convictions, cautions, warnings and bind-overs, including those regarded as ‘spent’ must be declared. Please note that a conviction will
include circumstances where the offender has been put on probation, has been discharged either conditionally or absolutely has been cautioned, or has been bound over to keep the peace or for good behaviour.

**Disclosure of Criminal Convictions and Cautions whilst in employment**

You are required to disclose details to the Head Teacher of Selly Oak Trust School if you are arrested, charged, cautioned or prosecuted or being investigated for any offence whilst in employment with the school. You are also required to advise the Head Teacher if you are subject to any social services safeguarding investigation. Failure to disclose any such convictions may result in you being dismissed.

In respect of road traffic offences, if your employment is subject to a criminal record or barring checks, and or you are required to drive as part of your work with the school, then you should also inform the School accordingly.

**Annual Leave**

Holidays are not permitted during term time. However, in exceptional circumstances, if you require leave in term time, you must request this in writing to the Head Teacher and you will be advised of the outcome. Note, any holidays during term time if authorised will be unpaid. If holidays are taken without authorisation, you will be subject to disciplinary procedures.

**Notice Period (Employee is required to give)**

If you wish to end your employment at any time, you should confirm this in writing to Selly Oak Trust School and your Head Teacher/Line Manager. The notice periods are based on Bands as follows:-

- Band A and B 1 calendar months’ notice in writing (Excluding School Holidays)
- Bands CDE 2 calendar months’ notice in writing (Excluding School Holidays)
- Bands FGH 3 calendar months’ notice in writing (Excluding School Holidays)

**Notice Period (Employer is required to give you)**

If Selly Oak Trust School gives you notice that your employment will be terminated, the statutory notice period will be as follows or contractual notice whichever is the greater.

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Minimum Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month or more but less than 2 years</td>
<td>1 week</td>
</tr>
<tr>
<td>2 years or more but less than 12 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Your allowances during any absence due to sickness are set out below. You will receive this
total sick pay in any 12-month rolling period:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Payment Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st, 2nd, 3rd</td>
<td>4 weeks full pay</td>
</tr>
<tr>
<td></td>
<td>Upon completion of 6 month’s service</td>
</tr>
<tr>
<td>During 4th and 5th years</td>
<td>8 weeks full pay</td>
</tr>
<tr>
<td>5th year plus</td>
<td>8 weeks full pay and 4 weeks half pay</td>
</tr>
</tbody>
</table>

As an employee you will automatically be entered into the Selly Oak Trust School pension scheme from the date of your appointment. Employee pension contribution is 6% If you wish to opt out you must complete the ‘Opting out form”, available from Selly Oak Trust School.

**Maternity Rights**

Qualifying employees will be entitled to a maximum of 12 months **unpaid** maternity leave with Statutory Maternity Allowance.

**Paternity Rights / Adoptive Parents**

Qualifying employees are entitled to Adoptive Parent Support Leave, and Statutory Paternity Pay. Please contact Selly Oak Trust School for appropriate assistance and guidance.

**Shared Parental Leave**

Employees are entitled to Shared Parental Leave and should contact Selly Oak Trust School, Head Teacher or line manager for appropriate assistance and guidance.

**Code of Conduct**

You are expected to follow personal and professional standards set out in the Professional Expectations and Social Media policy adopted by Selly Oak Trust School and Selly Oak Trust School’s Governing Body. The school will make any such code available to you on commencement of your employment. Failure to follow personal and professional standards as set out in any such code may result in disciplinary action. You may also be subject to a Professional Code of Conduct or Professional Association rules or ethical standards, which you will be required to observe. Failure to do so may result in notification of your misconduct to your professional body.

**Disciplinary Procedure**

The disciplinary rules applicable to you are set out in the Selly Oak Trust School Disciplinary Policy and Procedures document. Details of the process are set out in the policy document available

**Grievance Procedure**

If you wish to raise any grievance, relating to your employment you should do so initially with your Head Teacher/Line Manager and Selly Oak Trust School within 14 days of the event. Details of the process are set out in the policy document available from the school.
Managing Performance

Incremental progression through the pay scale will be paid from 1st September 2019 and every September thereafter. The school will advise you what process operates within the school.

Equal Opportunities

Selly Oak Trust School has an agreed Equal Opportunities Policy that applies to all employees and the School Governing Body has adopted it. Failure to comply with or adhere to the policy will be treated as a disciplinary offence.

If you consider that another employee has subjected you to discrimination, victimisation, bullying or harassment, you have recourse to the policy and procedures on racial and sexual harassment.

Employee Benefit Fraud New Employees

If you are currently in receipt of Housing or Council Tax Benefit, it is strongly recommended that you check with the Benefit Service before commencing employment that the information used to calculate your Benefit is accurate and complete. If you have failed to declare details, such as earnings, then your claim could be fraudulent and could lead to your dismissal and/or prosecution.

Overpayments / Underpayments

If you become aware that you have received payments that you are not entitled to, you must immediately notify the school both verbally and in writing. Knowingly continuing to receive such payments is a disciplinary offence. Overpayments will normally be reclaimed over the same period of time in which the overpayment took place, but cases will be considered on an individual basis, taking into account personal circumstances.

Consultation will take place with the Head Teacher and the employee on recovery of overpayments, however where the amount requires only a minimal adjustment to salary, this may be actioned without prior discussion. Currently if the overpayment is discovered within 6 weeks of occurring, it will be recovered from the next available salary if sufficient funds are available.

Should you be underpaid, you will be paid any monies owed to you in a lump sum payment and will cover any additional bank charges occurred as a direct result of the underpayment.

Membership of a trade union is optional but welcomed.

Safety

A copy of the schools Safety Policy Statement is available from Selly Oak Trust School. It contains information regarding the schools and your personal responsibilities towards achieving a safe and healthy working Schools environment.
**Policy on Smoking**

The school has decided that, in order to reduce the risks of smoking-related illness, all appropriate enclosed workplaces are deemed to be smoke-free areas. You are required, therefore, not to smoke in any such area. This requirement is in addition to statutory prohibition of smoking in particular areas.

**Data Protection Act 1998**

In line with the requirements of GDPR Selly Oak Trust School will keep personal information relating to you secure.

In formally accepting this offer of appointment you expressly consent Selly Oak Trust School and the Selly Oak Trust School holding and processing “sensitive personal data” (as defined in the Act) relating to you. You are also required to observe and comply with the provisions of the Act with regard to your actions in dealing with or the processing of sensitive personal data of others.

**Other Terms and Conditions**

Your employment is subject to the policies and procedures of Selly Oak Trust School, which can be obtained on request.

**Updating**

The School will advise you of any future changes to the reference documents referred to in this written Statement of Particulars.

In anticipation of your formal acceptance, may I offer you my best wishes for this appointment.
ACCEPTANCE OF APPOINTMENT AND WRITTEN STATEMENT OF PARTICULARS
OF EMPLOYMENT

If you feel that this Statement of Particulars in respect of your employment is incorrect then please contact the school as soon as possible.

ACCEPTANCE

Name of Employer: Selly Oak Trust School
Name of Employee:
Start Date of Employment:
Post Title:
Place of Work: Selly Oak Trust School

I accept the appointment as under the terms and conditions set out in the Written Statement of Particulars dated 08th May 2019.

Employee Signature: ____________________________

Date: ____________________________

This form should be returned to:
Sarah Simmons upon confirmation of your employment