PRINCE REGENT

STREET TRUST

Staff Handbook

JANUARY 2026

Definitions

The following definitions are used throughout this handbook:

- Human Resources/HR: Outsourced HR to HR Alchemy
- Line Manager: may also be Headteacher / Deputy Headteacher / Assistant Headteacher / Senior Leadership Team.
- Health and Safety / H&S Officer: Outsourced to NYCC
- School Business Professional (School Office Manager or Senior Administrator): Referred to as SBP

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1 Introduction

1.1 Prince Regent Street Trust was established in July 2018.

1.2 The Prince Regent Trust is fundamentally one of sustainable school improvement. All our schools are good and outstanding, yet are very different in so many ways. We feel that having such a variety of different sizes and school make ups will enhance our capacity to support and develop other schools joining the Trust.

1.3 We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partnership status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

2 Using the Staff Handbook

2.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working at our schools. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your Headteacher, in the first instance.

2.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated.

3 Responsibility for the Staff Handbook

3.1 The Trust reserves the right to amend this staff handbook, but will make every effort to notify staff when there is an official change to a policy that it contained.

For example, the staff handbook may need to be changed where there is a change to:

- Statutory Requirement;
- Staff contracts of employment, on which they will have been consulted, necessitating a change to the staff handbook too; and
- Employment law that requires a policy to be amended.

3.2 The staff handbook will be reviewed annually by HR to ensure that its provisions continue to meet our legal obligations and reflect best practice.

3.3 All managers have a specific responsibility to operate in accordance with the provisions set out in this staff handbook, to ensure that all staff understands the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

3.4 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support its policies and procedures.

3.5 In any event, HR will carry out regular reviews of the handbook and provide appropriate updates.

However, staff are responsible for their own up-to-date knowledge about the Trust's school policies, procedures, benefits, and working conditions.

4 Personal Details, Home Address and Next of Kin

4.1 The Trust, through the school offices, is responsible for maintaining up-to-date details of your home address, next of kin and emergency contact telephone numbers.

4.2 This information will be requested by the SBP when you start work and you should advise of any changes of your address, telephone number, next of kin to contact in an emergency, bank or building society details, gain or loss of relevant qualifications or licences (i.e. loss of driving licence), change in DBS status and/or loss of right to work in the UK straight away.

4.3 It is important that we maintain accurate details in case a member of staff has an accident. Information is held in confidence and is only used when needed.

4.4 The schools will collect and process information relating to you in accordance with the Privacy Notice issued to members of staff. You shall comply with the Data Protection Policy when handling personal data in the course of employment including personal data relating to any staff, customer, client, supplier or agent of the Trust. You will also comply with the school's IT and Communication Systems Policy and Social Media Policy.

4.5 You will have a personnel file created which will contain details such as your Contract of Employment. During the course of employment any copy letters and/or documents relating to individual circumstances will be added to your personnel file in accordance with the Data Protection Policy.

5 Place of Work

The schools are located at:

- Hartburn Primary School, Adelaide Grove, Stockton on Tees TS18 5BS
- Village Primary School, Windsor Road, Thornaby, Stockton on Tees TS17 8PW
- Wolviston Primary School, The Green, Wolviston, Billingham TS22 5LN
- Barley Fields Primary School, Lamb Lane, Ingleby Barwick, TS17 0QP
- Kader Academy, Staindrop Drive, Acklam, Middlesbrough, TS5 8NU
- Oxbridge Lane Primary School, Oxbridge Ln, Stockton-on-Tees TS18 4DA

6 Dress Code

6.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

a) promote a positive and professional image;
b) respect the needs of men and women from all cultures and religions;
c) make any adjustments that may be needed because of disability;
d) take account of health and safety requirements; and
e) help staff and managers decide what clothing it is appropriate to wear to work.

6.2 Managers are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.

6.3 Failure to comply with the dress code may result in action under our Disciplinary Procedure.

6.4 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.

This policy does not form part of any member of staff's contract of employment, and we may amend it at any time.

Appearance

6.5 While working for us you represent us with pupils, parents and the general public. Your appearance contributes to our reputation and the development of our schools.

6.6 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with pupils, parents or the general public.

6.7 All other staff should wear business casual attire.

6.8 You should not wear casual, gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, denim, or leggings. Exceptions apply to either School branded items used for PE or Outdoor pursuit activities or an agreed outfit with the Headteacher. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.

6.9 Footwear must be safe and clean and take account of health and safety considerations. Flip-flops are not acceptable.

6.10 You should not wear clothing or jewellery that could present a health and safety risk.

6.11 You will be supplied with an identity badge that must be worn and visible at all times when you are at work.

Religious and cultural dress

6.12 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.

6.13 Where necessary your line manager or Human Resources can give further information and guidance on cultural and religious dress in the workplace.

6.14 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Health and Safety Officer, HR or the Headteacher.

7 Safer Recruitment and Selection

7.1 Equal opportunities

7.1.1 When recruiting, the school will adhere to its Equality Information and Objectives Policy.

7.1.2 The school will not discriminate against any protected characteristics, such as disability or gender, and will always promote difference and inclusion throughout the school.

7.1.3 The school will, where necessary, make reasonable adjustments to ensure the interview is accessible to all candidates. Candidates should inform the school of any reasonable adjustments that they need when they receive the invitation for an interview.

7.1.4 The governing board will review recruitment procedures annually to ensure they are accessible and do not directly or indirectly discriminate against candidates.

7.1.5 Candidates will not be asked about their health or any disabilities before a job offer is made, unless one of the following exemptions applies:

- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments)
- Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment
- Positive action to recruit people with disabilities
- Equal opportunities monitoring (which will not form part of the decision-making process)

7.2 Planning, advertising and shortlisting

7.2.1 Once a vacancy has been identified, the Headteacher will obtain approval and confirmation from Chief Finance Officer that school will appoint and ensure an appropriate amount of time for planning and structuring the recruitment process.

7.2.2 Where vacancies relate to Senior Leadership or posts with a significant degree of central oversight the Headteacher will be replaced by the Trust Executive Team.

7.2.3 The Chief Finance, Operations Officer and Headteacher/Trust Executive Team will:

- Decide on the recruitment timeframe.
- Decide who will be involved in the process and what their roles will be, e.g. who forms the recruitment panel and who will lead interviewing.
- Prepare the documents that will be provided to applicants, including the job description, person specification and application form – ensuring that these documents contain a clear message about safeguarding, the checks that will be carried out and that references will be sought.
- Ensure that application packs, where relevant, state that applicants must be willing to sign the staff disqualification declaration.

7.2.4 The job information and associated documents will be published online.

7.2.5 The full requirements of the role will be clearly explained, including any employment vetting requirements such as a DBS check.

7.2.6 The recruitment panel will comprise an appointing officer, who is responsible for the management of the entire recruitment process, and at least two other members of staff, with the headteacher usually being one of these.

7.2.7 The recruitment panel will be an odd number so majority votes can be cast.

7.2.8 The majority of members of the recruitment panel will have successfully completed up-to-date safer recruitment training.

7.2.9 The recruitment panel, alongside the Chief Finance Officer will create the advertisement, which will be managed digitally via MyNewTerm

7.2.10 The recruitment panel will ensure the advertisement includes the following requirements:

- Information specific to the role on offer and the school as a whole
- The benefits of the role are highlighted
- The advertisement is relevant to the target audience
- The advertisement is communicated directly and concisely, and includes a clear call to action
- Applications can only be submitted via MyNewTerm

7.2.11 Applicants are notified and updated of the status of their application via MyNewTerm portal. This is a single point of contact for ensuring all information is clear and completed in timely manner, including all pre-employment checks for successful applicants.

7.2.12 Interviews are arranged for the shortlisted candidates

7.2.13 Vacancies will be advertised exclusively through the Trust's MyNewTerm platform, other services should only be used in exceptional circumstances agreed with Chief Finance or Chief Executive Officers. School and Trust social medias and external platforms, such as DFE Recruitment, Xentrall Recruitment Advertising scheme and Schools Northeast may be utilised to promote vacancies on Trust's MyNewTerm platform but not to advertise any vacancies which are not already live or processed within MyNewTerm. All adverts will be done with due consideration to the Trust's Equality Information and Objectives Policy, ensuring that the advertisement reaches a wide range of groups.

7.2.14 Advertisements will contain a statement of commitment to ensuring equal rights.

7.2.15 Advertisements will include a job description, person specification and detail the closing date.

7.2.16 The contact numbers of the appointing officer and details of the application process

will be clearly outlined.

7.2.17 Application forms will be completed electronically via MyNewTerm.

7.2.18 Where applicable, the school will make clear that shortlisted candidates may be subject to online searches.

7.2.19 The school may utilise social media for recruitment, and if doing so, will create a social media recruitment strategy to ensure that the advertisement is reaching the right people and is communicating the ethos of the school effectively.

7.2.20 The school will never accept a CV alone, or application forms. Only digitally completed applications via MyNewTerm.

7.2.21 When shortlisting candidates for an interview, all applications completed via MyNewTerm will considered.

7.2.22 Shortlisted candidates will be asked to complete a self-declaration of their criminal record or disclosure of any information making them unsuitable to work with children.

7.2.23 Only those candidates who have been shortlisted will be asked to disclose any relevant information including: if they have a criminal history, if they are included on the children's barred list, if they are prohibited from teaching, if they are prohibited from taking part in the management of an independent school, information of any criminal offences committed in any country in line with the law as applicable in England and Wales, not the law in their country of origin or where they were convicted,, if they are known to the police and children's social care services, whether they have been disqualified from providing childcare and/or any relevant overseas information. Applicants will need to sign a declaration which confirms the information they have provided is true.

7.2.24 At least two members of the recruitment panel will be involved in the shortlisting process. The school will consider undertaking online searches as part of its due diligence on shortlisted candidates, as necessary, and explore all potential concerns. Online searches will be used to identify any incidents or issues that have happened and are publicly available online. The school will inform shortlisted candidates that online searches may take place and that aspects of this search may be explored with the applicant at interview where relevant.

7.2.25 Candidates who are shortlisted will meet all the essential and a number of desirable aspects of the person specification requirements in the majority of processes, however there may be exceptions whereby the shortlisting members unanimously agree put forward a candidate they feel would be suitable for the role.

7.2.26 The school will ensure that the shortlisting process is as systematic as possible, and that the recruitment panel read through all applications. Each member of the panel will create their own shortlist which will then be collated and discussed.

7.2.27 Applicants will be assessed against the same shortlisting criteria to ensure a fair process.

7.3 Invitation to interview

7.3.1 Once a shortlist has been confirmed, the applicants to be invited for interviews will be contacted by the appointing officer and suitable interview times will be decided.

7.3.2 The recruitment panel will ensure that all shortlisted candidates receive information about the interview arrangements, how they will be conducted, the areas that will be explored and what documents they should bring.

7.3.3 Upon inviting candidates to interview, the recruitment panel will state that the successful candidate's identity will be checked and, where appropriate, the necessary pre-appointment checks will be carried out.

7.3.4 Pre-employment checks including identification and qualification checks, DBS and reference requests will all be completed and monitored via MyNewTerm with School Office Managers leading and acting as point of contact for candidates.

7.3.5 Where possible, the recruitment panel will obtain two references before interviewing candidates to allow for any concerns to be explored with the referee and discussed with the candidate.

7.3.6 One of the references will be from the candidate's most recent employer.

7.3.7 Where a candidate is not currently employed, verification of their most recent period of employment and reasons for leaving will be obtained from the employer.

7.3.8 References will be from a senior member of staff and not a colleague.

7.3.9 Open testimonials will not be relied upon, nor will information that has been provided by the candidate without verifying the information.

7.3.10 References from internal candidates will also always be scrutinised before interview.

7.3.11 Permission will be sought from the candidates before the recruitment panel contacts referees.

7.3.12 Structured questionnaires will be used to question referees and the recruitment panel will determine the questions on a case-by-case basis.

7.3.13 Information about past disciplinary action or allegations that are disclosed will be considered carefully when assessing the applicant's suitability for the post.

7.3.14 The candidate's current employer will be asked for details of any capability history in the previous two years, including the reasoning.

7.4 Pre-interview checks

7.4.1 The recruitment panel will complete the necessary pre-interview checks.

7.4.2 Pre-interview checks will include the following:

- Requesting two references from each shortlisted candidate directly from the referees – where possible, one reference will be obtained relating to the role in which the candidate worked with children
- Verifying that the candidate has qualifications or experience relevant to the post
- Checking references against application forms and noting down discrepancies or concerns, and following up these concerns with referees
- Checking and, where necessary, relevant self-declaration forms have been sent to the shortlisted candidates

7.5 Online searches on shortlisted candidates

7.5.1 The school is committed to ensuring that safeguarding is a top priority; therefore, in line with KCSIE, the school will consider carrying out online searches on shortlisted candidates as part of their due diligence. Online searches solely aim to help identify any incidents or issues that have happened, and are publicly available online, which the school may want to explore with the applicant at interview.

7.5.2 Online searches will be conducted on shortlisted candidates only, and only where the school considers this appropriate. The school will consider any potential risks of online searches, e.g. unlawful discrimination or invasion of privacy, and will ensure staff conducting online searches are clear on the purpose of the search. Shortlisted candidates will be made aware that online searches may be concluded as part of due diligence checks. Online searches will only examine data that is publicly available. Staff will not 'follow' or submit a friend request to shortlisted candidates on social media platforms to access further details or information.

7.5.3 Online searches will be carried out by an individual who is independent of the recruitment process to minimise the risk of bias or discrimination and to ensure that only relevant information is considered. The person responsible for carrying out online searches will have due regard to Part three of KCSIE.

7.5.4 The online search process may include searching for the candidate by name via search engines and social media, such as:

- Google
- Facebook
- LinkedIn

7.5.5 When carrying out searches of shortlisted candidates' online presence, the school will look out for indicators of concern, such as:

- Inappropriate behaviour, jokes or language.
- Discriminatory comments.
- Inappropriate images.

- Drug or alcohol misuse.
- Anything that suggests the candidate may not be suitable to work with children.
- Anything that could harm the reputation of the school.

Any concerns will be addressed during the interview process. The school will ensure that candidates are given an opportunity to discuss any concerns raised by the online search.

7.6 The interview

7.6.1 During the interview process, candidates will be asked standard questions, and their responses will be recorded for ease of comparison.

7.6.2 Any concerns raised through contact with referees will be discussed with the candidate at this stage.

7.6.3 The recruitment panel will ask open questions to assess the candidate's experience and suitability for the post, and to explore the candidate's motivation towards safeguarding and their suitability to work with children.

7.6.4 The candidate will be given the opportunity to discuss any concerns or ask any questions.

7.6.5 The interview will always comprise a face-to-face interview; however, the recruitment panel may also request that candidates complete one of the following exercises:

- Role play exercises
- Presentations
- Group exercises
- Written exercises
- Aptitude/ability tests
- Personality questionnaires
- Getting the candidate to work in supervised activity with pupils

7.7 After the interview

7.7.1 After the interview has been completed, the recruitment panel will:

- Assess all candidates' performance using the same agreed criteria.
- Ask the successful candidate to provide proof of identification and qualifications, and to complete the DBS check as soon as possible via Trust Portals.
- Contact and provide feedback to the unsuccessful candidates – feedback will be verbal and based on evidence of their performance against the person specification for the role.

7.7.2 Interview notes and assessment materials will be held securely for an appropriate amount of time after the interviews, in line with the Records Management Policy, in

case any aspect of the recruitment process is challenged.

7.7.3 After choosing a successful candidate, the school will:

- Make a conditional offer of employment to the candidate.
- Ask the successful candidate to provide identification and proof of qualifications, if this has not already been done.
- Complete the relevant pre-appointment checks.

7.7.4 Once an offer of employment has been made, the candidate's self-declaration form will be reviewed. If a conviction has been declared, and it is spent or filtered, the offer of employment will not be retracted based on this; however, the school will undertake the relevant assessments to determine whether the candidate is suitable to work in the school.

7.8 Remote recruitment

7.8.1 The school will follow all the requirements set out in this policy when recruiting remotely, changing only the in-person nature of the interview, and implementing the necessary additional steps to support this.

7.8.2 Online interviews will be conducted in line with the school's Data Protection Policy at all times.

7.8.3 Staff members conducting an online interview will ensure they understand how to operate the various relevant functionalities of the online interview platform, e.g. how to share their screen, prior to the interview commencing.

7.8.4 Staff members conducting an online interview will ensure privacy settings are adjusted appropriately on the provider's site or application.

7.8.5 The school will be aware of, and have due regard for, the potential risks associated with online communication, e.g. ease of anonymity, and will ensure it takes suitable precautions, e.g. encrypting data where possible.

7.8.6 The school will ensure that any tasks set for candidates during the interview are compatible with the online nature of the interview, e.g. they do not require the exchange of physical paper resources.

7.8.7 The school will communicate its expectations to candidates regarding the use of the online platform in good time prior to the interview. These expectations will include, but will not be limited to, the following:

- The candidate will participate in the interview with both the video camera and microphone features enabled at all required times
- The candidate will participate in the interview in a suitable setting – a quiet area with a neutral background
- The candidate will keep personal information, which is not relevant to the recruitment process private, e.g. their email password, and will not ask the staff members conducting the interview to share any such private information

- Where necessary, the candidate will be aware that the school will record the online interview, and that they will be required to consent to this in order for the interview process to continue

7.8.8 When recording an online interview, prior permission will be acquired from the candidate in writing via email and all members of the interview will be notified before the interview commences via email, and again once they have joined the interview before recording commences.

7.8.9 If the candidate does not provide consent to recording the interview, the school will consider whether the online interview can still take place in line with school's safeguarding and records management responsibilities.

7.8.10 The school will not discriminate against candidates who are recruited remotely; they will be considered fairly alongside any candidates who are not recruited remotely.

7.8.11 If a candidate refuses to interview remotely, the school will consider whether alternative arrangements for an in-person interview are possible, having due regard to the school's equality duties at all times. If this is not possible, then the school will sensitively inform the candidate that the remote interview process is a requirement of the application process, and have a considerate and good-natured discussion with the candidate as to whether they can continue with the recruitment process at this time.

7.8.12 The school will direct candidates towards the DfE's advice on 'Attending your first remote interview' prior to the interview.

7.9 Pre-appointment checks

7.9.1 All appointments will be conditional on satisfactory completion of the necessary pre-appointment checks. These checks seek to identify whether there is anything that would make the candidate an unsuitable appointment for working with children or as a teacher.

7.9.2 When appointing new staff, the school will complete the following checks:

- Verify the candidate's identity
- Obtain an enhanced DBS certificate (via the applicant) and, for candidates engaging in regulated activity, barred list information
- Where it has been deemed necessary, obtain an enhanced DBS check with children's barred list information.
- Verify a candidate's ability to carry out their role
- Verify the person's right to work in the UK
- Make further checks on any individual who has lived or worked outside the UK
- Verify professional qualifications, as appropriate
- For those in management, trustee or governor roles, a section 128 check will be carried out

- Ensure that an applicant to be employed to carry out teaching work is not subject to a prohibition order used by the Secretary of State

7.9.3 The school will only obtain a separate barred list check if a newly appointed staff member is engaging in regulated activity before the receipt of an enhanced DBS certificate; or if the individual has worked in a school where they were in regular contact with children and young people in the three months prior to the new staff member's appointment to the school.

7.9.4 The recruitment panel will assess all cases fairly and on an individual basis. Where a decision has been made not to appoint somebody because of their conviction(s), it will be clearly documented to enable the school a chance to defend its decision if challenged.

7.9.5 The school will consider the following when assessing any disclosure information on a DBS certificate:

- The seriousness and relevance to the post which they have applied to
- How long ago the offence occurred
- Whether it was a one-off incident or a history of incidents
- The circumstances around and at the time of the incident
- Whether the individual accepted responsibility for what happened

7.9.6 The school will also consider the incident in the context of the Teachers' Standard and Teacher misconduct guidance, if the applicant is applying for a teaching post.

7.9.7 If the school has reason to believe that an individual is barred, it is an offence under section 9 of the Safeguarding Vulnerable Groups Act (SVGA) 2006 for the school to allow the individual to carry out any form of regulated activity.

7.9.8 Checks for all prohibitions, directions, sanctions and restrictions will be carried out by using the secure access portal on the Teacher Services' webpage.

7.9.9 There is no requirement to obtain an enhanced DBS certificate or carry out checks for events that may have occurred outside the UK if, in the three months prior to their appointment, the applicant has worked:

- In a school in England in a post which brought them into regular contact with children or young persons; or
- In any post in a school since 12 May 2006 which did not bring the person into regular contact with children or young persons; or

7.10 Volunteers

7.10.1 For volunteers, the school will undertake a written risk assessment and use professional judgement and experience when deciding what checks, if any, will be required. The school reserves the right to request barred list information for all volunteers, regardless of whether they are supervised or not.

7.10.2 All unsupervised volunteers engaging in regulated activity will be required to

provide the school with an enhanced DBS check with a barred list check. Existing volunteers in regulated activity do not need to be re-checked if they have already had a DBS check (including barred list information); however, the school may decide to conduct a repeat DBS check.

Candidates who have lived outside the UK [The Teaching Regulation Agency no longer maintains a list of EEA teachers with sanctions. Schools must continue to carry out safer recruitment checks on all candidates and must make any further checks they think relevant.]

7.10.3 No exceptions will be made for candidates who have lived outside of the UK. All mandatory checks outlined in this policy will be carried out, along with additional checks where necessary.

7.10.4 For candidates who have lived or worked outside the UK, the school will make further checks where necessary, including, but not limited to:

- Obtaining an enhanced DBS certificate with barred list information, including for candidates who have not been to the UK before.
- For teaching staff, obtaining proof of their past conduct as a teacher from the professional regulating authority in the country in which they worked, where available.

7.10.5 If a candidate is unable to provide the correct documentation, they cannot submit a DBS check. This is because the right to work in the UK cannot be established.

7.10.6 Following the UK's exit from the EU, schools and colleges should apply the same approach for any individuals who have lived or worked outside the UK regardless of whether or not it was in an EEA country or the rest of the world.

7.11 Agency and third-party staff

7.11.1 In the case of any employee working at the school who is sourced from an agency or third-party organisation, confirmation must be obtained from the organisation, in writing, that they have carried out the same checks as the school would otherwise perform on any individual who will be working at the school or who will be providing education on the school's behalf, including through online delivery.

7.11.2 Confirmation will also be obtained that the individual who presents for work is the same person on whom all checks have been completed. A copy of photographic identification will generally be kept where appropriate.

7.11.3 The school will obtain a copy of the enhanced DBS certificate from the agency or third-party organisation where it has been obtained before the person is due to commence work and has disclosed any matter or information.

7.12 Trainee/student teachers

7.12.1 The school will ensure that enhanced DBS certificates and barred list checks are

obtained on all salaried applicants for initial teacher training who are in regulated activity.

7.12.2 Where trainee teachers are fee-funded, it is the responsibility of the initial teacher training provider to carry out the necessary checks.

7.12.3 The school will obtain written confirmation from the agency that the checks have been carried out.

7.13 Existing staff

7.13.1 If a member of staff moves from a post that was not regulated activity to one that is, the relevant checks will be carried out.

7.13.2 The recruitment panel will carry out further checks where there is a concern about a member of staff's suitability to work with children.

7.13.3 The school will refer to the DBS anyone who has harmed, or poses a risk of harm, to a child or vulnerable adult where:

- The harm test is satisfied in respect of that harm.
- The individual has received a caution or conviction for a relevant offence, or if there is reason to believe that the individual has committed a listed relevant offence.
- The individual has been removed from working in regulated activity, or would have been removed had they not left.

7.14 Contractors

7.14.1 The school will ensure that any contractor, or any employee of the contractor, has been subject to the appropriate level of DBS check. Contractors engaging in regulated activity will require an enhanced DBS certificate (including barred list information).

7.14.2 For all other contractors who are not engaging in regulated activity, but whose work provides them with an opportunity for regular contact with children, an enhanced DBS check (not including barred list information) will be required.

7.14.3 Under no circumstances will a contractor in respect of whom no checks have been obtained be allowed to work unsupervised or engage in regulated activity.

7.14.4 If a contractor is self-employed, the school will consider obtaining the DBS check, as self-employed people are not able to make an application directly to the DBS on their own account.

7.14.5 The school will always check the identity of contractors and their staff on arrival.

7.15 Adults who supervise children on work experience

7.15.1 If the school is organising work experience placements, the school will ensure that

the placement provider has policies and procedures in place to protect children from harm.

7.15.2 Barred list checks by the DBS might be required on some people who supervise a child under the age of 16 on a work experience placement. In such cases, the school will consider the specific circumstances of the work experience. Consideration will be given in particular to the nature of the supervision and the frequency of the activity being supervised, to determine what, if any, checks are necessary. These considerations will include whether the person providing the teaching/training/instruction/supervision to the child on work experience will be:

- Unsupervised themselves.
- Providing the teaching / training / instruction / supervision frequently (more than three days in a 30-day period or overnight).

7.15.3 If the person working with the child is unsupervised and the same person is in frequent contact with the child, the work is likely to be regulated activity. In this case, the school will ask the employer providing the work experience to ensure that the person providing the instruction or training is not a barred person.

7.15.4 If the activity undertaken by the child on work experience takes place in a 'specified place', such as the school, and gives the opportunity for contact with children, this may itself be considered regulated activity. In these cases, and where the child is 16 years of age or over, the work experience provider will consider whether a DBS enhanced check should be requested for the child/young person in question. DBS checks cannot be requested for children/young people under the age of 16.

7.16 Children staying with host families

7.16.1 The school may make arrangements for a child to have learning experiences where, for short periods, the child may be provided with care and accommodation by a host family to whom they are not related. In these circumstances, the LA will be consulted.

7.17 Governors

7.17.1 All members of Schools local governing bodies will be required to undertake a DBS and Section 128 check.

7.17.2 Trustees and members will be subject to a DBS and Section 128 check.

7.17.3 Newly appointed chairs of trustees will be subject to a suitability check, which includes:

- An identity check
- Confirmation of the right to work in the UK
- An enhanced DBS check
- Where required, additional information if the individual has lived outside the UK for a period of 12 months or longer.

Right to work checks

[EU, EEA, or Swiss citizens need to provide evidence of lawful immigration status in the UK. Individuals from these areas will no longer be able to use their passport or national ID as proof of right to work. Schools will need to check candidate's right to work online. The UK operates a points-based immigration system which affects how schools employ teachers who are not UK or Irish nationals. All overseas nationals, including those from the EEA and Switzerland, arriving in the UK from 1 January 2021 come under the new system.]

7.17.4 The school will obtain evidence that all candidates for a position have the right to work in the UK by either conducting a manual document-based check, or by using the government's online portal. This will be done before a candidate is offered a position.

7.17.5 When conducting a manual, document-based check, the school will ensure that the documents received from candidates are acceptable in line with government guidance, and from the appropriate list: List A for candidates with a permanent right to work in the UK, or List B for candidates with a temporary right to work in the UK. Checks on documents will be conducted in line with section 'Identification checking process' of this policy.

7.17.6 The school will obtain proof of candidates' immigration status in the UK.

7.17.7 The school will contact the Home Office in the event that a statutory excuse must be established in the following circumstances:

- The candidate provides a document confirming receipt of an application to EUSS on or before 30 June 2021
- The candidate provides a non-digital certificate of application confirming receipt of an application to the EUSS on or after 1 July 2021
- The school has checked a digital certificate of application and has been directed to the Home Office's Employer Checking Service
- The candidate provides an Application Registration Card stating the holder is permitted to undertake the work in question
- The school is satisfied it has not been provided with any acceptable documents because the candidate has an outstanding application with the Home Office made before their previous permission expired, or has an appeal or review pending against the Home Office's decision and cannot provide evidence of their right to work as a result
- The school considers that it has not been provided with any acceptable documents, but the person presents other information indicating they are a long-term resident of the UK, i.e. having arrived before 1988.

7.17.8 The school will not make assumptions about a person's right to work in the UK, or their immigration status, on the basis of their race, ethnicity, nationality, length of residence in the UK or background. All candidates, including British citizens, will have their right to work in the UK checked.

7.17.9 Where a candidate's right to work is time-limited, the school will conduct a follow-up check in advance of its expiry.

7.18 Identification checking process

7.18.1 When checking the validity of identifying documents, the school will ensure that this is done in the presence of the holder, e.g. in person or via a live video link. In both cases, the school will be in physical possession of the original documents. The school will only accept valid, current and original documentation in its physical form. The school will not accept photocopies or documentation printed from the internet e.g. internet bank statements.

7.18.2 The school will request documents with photographic identity, such as a passport, and compare this against the candidate's likeness. The school will not accept documents that are not in the candidate's current name as recorded on the application form.

7.18.3 The school will ensure that the candidate declares all previous name changes and provides documentary evidence to support the name change. If the candidate is unable to provide evidence to support the name change, the school will hold a discussion with the candidate about the reasons why, before validating their identity.

7.18.4 The school will compare the candidate's address history with any other information the candidate has provided, such as their CV.

7.18.5 The school will ensure that all letters and statements provided by the candidate are recent e.g. within a three-month period.

7.18.6 The school will keep a dated record of every document that has been checked for the duration of the candidate's employment and in line with the Trust retention schedule after they have left the school. This will be either as a hard copy or in a scanned format which cannot be manually altered, e.g. JPEG or PDF document, and will be made available to the appropriate authorities if and when requested.

7.19 After the pre-appointment checks

7.19.1 Once the pre-employment checks have been completed, the recruitment panel will:

- Agree a start date with the candidate.
- Submit contractual paperwork, including the completed DBS check, copies of identification, references, proof of qualifications, pre-employment medical enquiry form, P45, application/equal opportunities and emergency contacts.
- Add the required details of the checks carried out to the school's SCR.

7.20 Single central record (SCR)

7.20.1 The school will maintain and regularly update the SCR.

7.20.2 All new employees will be added to the record, which will include:

- All staff (including supply staff) who work at the school.
- All others who work in regular contact with children in the school, including volunteers.
- All members of the proprietor body.

7.20.3 The bullet points below set out the minimum information that must be recorded in respect of staff members (including teacher trainees on salaried routes). The record will indicate whether the following checks have been carried out or certificates obtained, and the date on which each check was completed/certificate obtained:

- An identity check
- A barred list check
- An enhanced DBS check
- A prohibition from teaching check
- Further checks on people living or working outside the UK, including checks for European Economic Area (EEA) teacher sanctions and restrictions
- A check of professional qualifications
- A section 128 check
- A check to establish the person's right to work in the UK
- For those in management, trustee or governor roles, a section 128 check

7.20.4 For supply staff, the school will include whether written confirmation has been received that the employment business supplying the member of supply staff has carried out the relevant checks and obtained the appropriate certificates, and the date that confirmation was received and whether any enhanced DBS check certificate has been provided in respect of the member of staff.

7.20.5 If checks are carried out on volunteers, this will be recorded in the SCR.

7.21 Safer recruitment training

7.21.1 The governing board will ensure that those involved with the recruitment and employment of staff to work with children have received safer recruitment training., the substance of which will, at a minimum, cover the content of the part three of KCSIE.

7.21.2 As a measure of good practice, the school will ensure that this training is renewed every two years.

7.22 Monitoring and review

7.22.1 This policy is reviewed annually by the governing board and the headteacher.

7.22.2 Any changes made to this policy by the governing board and headteacher will be communicated to all members of staff.

7.22.3 All members of staff are required to familiarise themselves with all processes and procedures outlined in this policy as part of their induction programme.

8 DBS

8.1 Procedures for staff

8.1.1 Staff who will be in regulated activity are required to obtain an enhanced DBS certificate with a barred list check.

8.1.2 All other staff who have an opportunity for regular contact with children who are not engaging in regulated activity are required to obtain an enhanced DBS certificate, which does not include barred list information.

8.1.3 Staff are required to show the original DBS certificate to the School Office Manager before they begin their employment or as soon as practicable after their employment begins. Where a member of staff will start work in regulated activity before the DBS certificate is available, the Headteacher will ensure the individual is appropriately supervised and that all other checks, including a separate barred list check, have been carried out.

8.1.4 Separate barred list checks will only be conducted in the following circumstances:

- For newly appointed staff who are engaging in regulated activity, pending the receipt of an enhanced certificate with barred list information from the DBS
- Where an individual has worked in a role in an education setting that brought them into regular contact with pupils which ended not more than three months prior to that person's appointment to the organisation.

8.1.5 There is no requirement for the school to obtain an enhanced DBS certificate or carry out checks for events that may have occurred outside the UK if, during a period which ended not more than three months before the individual's appointment, they have worked in:

- A school in England:
    - Which brought them regularly into contact with children or young people.
    - To which they were appointed on or after 12 May 2006 and which did not bring them regularly into contact with children or young people.
- In an institution within the FE sector in England, or in a 16-19 academy, in a post which involved the provision of education which brought them into regular contact with children or young people.

8.1.6 All other pre-appointment checks will be completed, including a barred list check, where an individual is engaging in regulated activity.

8.1.7 For staff who work in childcare provision, or who are directly concerned with the management of such provision, the school will ensure the appropriate checks are carried out to confirm the individuals are not disqualified under the Childcare (Disqualification) Regulations 2018.

8.1.8 All other pre-appointment checks will be completed, including a barred list check, where an individual is engaging in regulated activity.

8.2 Existing staff

8.2.1 The school will carry out new checks on existing staff every 3 years, including governors, or more often when:

- An individual working at the school or college moves from a post that was not regulated activity into work which is considered to be regulated activity.
- There has been a break in service of 12 weeks or more.
- There are concerns about an individual's suitability to work with children.

8.3 Agency and third-party staff

8.3.1 The School Office Manager will obtain written confirmation from any agency or third-party organisation that the organisation has carried out all the necessary DBS checks on an individual who will be working at the school that the school would otherwise perform.

8.3.2 Where the position requires a barred list check, this will be obtained by the agency or third party prior to appointing the individual.

8.3.3 SBP's will check that the individual presenting themselves for work is the same person for whom the checks have been made.

8.4 Trainee/student teachers

8.4.1 Where applicants for initial teacher training are salaried by the school, the School Office Manager will ensure that all necessary DBS checks are carried out. As trainee teachers are likely to be engaging in regulated activity, an enhanced DBS certificate (including barred list information) must be obtained.

8.4.2 Where trainee teachers are fee-funded, the training provider is responsible for carrying out the necessary checks. The School Office Manager will obtain written confirmation that the necessary checks have been carried out, and that the trainee has been judged by the provider to be suitable to work with children

8.5 Procedures for governors

8.5.1 Governors are required to have an enhanced DBS certificate. The governing board will apply for a certificate for any governor who does not have an enhanced certificate.

8.5.2 The governing board will contact The Teaching Regulation Agency (TRA) Teacher Services to check if a proposed governor is barred because of a section 128 direction.

8.6 Procedures for trustees

8.6.1 All members of the trust, individual charity trustees and the chair of the board of trustees are required to obtain an enhanced DBS check – a section 128 check will also be carried out.

8.6.2 The DFE will carry out suitability checks on all newly appointed chairs of trustees. These checks include:

- An identity check.
- Confirmation of the right to work in the UK.
- An enhanced DBS check.
- A requirement to provide additional information if the individual has lived outside the UK for a period of 12 months or longer.

8.7 Procedures for volunteers

8.7.1 Under no circumstances will a volunteer who has undergone no checks be left unsupervised or allowed to work in regulated activity.

8.7.2 The School Office Manager will obtain an enhanced DBS check, with barred list information, for any volunteer who is new to working in regulated activity.

8.7.3 In some circumstances, the School Office Manager may obtain an enhanced DBS certificate for volunteers who are not engaged in regulated activity but will not request barred list information.

8.7.4 The Trust will carry out DBS renewal check every 3 years for long term volunteers.

8.7.5 The School Office Manager, alongside the Headteacher will undertake a risk assessment and use their professional judgements when deciding whether to obtain an enhanced DBS certificate for any volunteer not engaging in regulated activity. The risk assessment will consider the following:

- The nature of the volunteer's work with children
- What the school knows about the volunteer, including formal or informal information offered by others
- Whether the volunteer has other employment or undertakes voluntary activities where referees can advise on their suitability
- Whether the role is eligible for an enhanced DBS check

8.7.6 Details of the risk assessment will be recorded.

8.7.7 The Headteacher will determine whether a volunteer is supervised. For a person to be considered supervised, the supervision must be:

- By a person who is in regulated activity.
- Regular and day-to-day.
- Reasonable in all the circumstances to ensure the protection of children.

8.7.8 When allowing any volunteers to work at the school, the SBP's will check that the individual presenting themselves for work is the same person for whom the checks have been made.

8.8 Procedures for visitors

8.8.1 The school does not have the power to request DBS checks to be carried out on visitors who do not have unsupervised access to children.

8.8.2 The Headteacher and Senior Leadership Team will use their professional judgement when considering the need to escort or supervise visitors.

8.8.3 For visitors attending the school in a professional capacity, ID checks will be carried out and the school will be assured that the visitor has had the appropriate DBS check or will have the visitor's employer(s) confirm that their staff have received the appropriate checks.

8.8.4 The school will implement its Visitor Policy to ensure that the welfare of pupils is safeguarded.

8.9 Procedures for contractors

8.9.1 Under no circumstances will a contractor who has undergone no checks be allowed to work unsupervised or engage in regulated activity at the school. The school is responsible for determining the appropriate level of supervision depending on the circumstances. SBP's will complete Contractors Authorisation to Work form.

8.9.2 The School Office Manager will ensure the school's safeguarding requirements are set out in the contract with the contractor.

8.9.3 Contractors who engage in regulated activity will be required to obtain an enhanced DBS certificate with barred list check.

8.9.4 Any contractors who have the opportunity for regular contact with children, but who would not be in regulated activity, will be required to obtain an enhanced DBS check which does not include a barred list check. In considering whether contact is regular, it is irrelevant whether the contractor works on a single site or across a number of sites.

8.9.5 Where the contractor does not have opportunity for regular contact with pupils, School Leaders will decide whether a basic DBS disclosure is appropriate.

8.9.6 If a contractor working at the school is self-employed, the Headteacher will consider if they need to obtain a DBS check on the contractor's behalf. The level of check would depend on whether the individual is in regulated activity, regular contact or supervised.

8.9.7 The SBP's will check the identity of contracts and their staff upon arrival to the school.

8.10 Staff who have lived or worked outside the UK

8.10.1 New staff members who have lived or worked outside the UK will be checked in the same way as all other staff, including obtaining an enhanced DBS certificate with barred list information, in line with the procedures outlined above of this policy.

8.10.2 The DBS cannot obtain police records from overseas; however, a check will be

conducted to establish whether the individual has disclosed any criminal convictions during their time in the UK.

8.10.3 As of January 2021, the TRA no longer maintains a list of teachers from the European Economic Area (EEA) with sanctions. The school will continue to carry out safer recruitment checks on all applicants.

8.10.4 For applicants who have lived or worked outside of the UK, the school will make any further checks it deems appropriate so that relevant events that occurred outside the UK can be considered, including obtaining enhanced DBS certificate with barred list information, even if the applicant has never been to the UK.

8.10.5 Additional checks will be carried out for teaching roles, e.g. checking documents issued by overseas teaching authorities. The school will request that teachers provide a letter of professional standing issued by the professional regulating authority in the country in which they worked, confirming that they have not imposed any sanctions or restrictions and if they are aware of any reason why they may be unsuitable to teach.

8.10.6 The DBS cannot obtain police records from overseas, however, a check will be conducted to establish whether the individual has disclosed any criminal convictions during their time in the UK. As the DBS cannot provide details of police records for overseas applications, the school is aware that the DBS information may not provide a complete picture of a candidate's criminal record.

8.10.7 Where appropriate, the school will conduct additional recruitment checks such as obtaining a certificate of good conduct from relevant embassies or the police.

8.10.8 The school will be extra vigilant when considering an applicant from overseas and will obtain additional references to ensure their suitability for the role.

8.11 Transgender process

8.11.1 DBS offers a confidential checking process for transgender applicants. This process is for transgender applicants who do not wish to reveal details of their previous identity to their prospective employer. The individual can email sensitive@dbs.gsi.gov.uk for more information.

8.12 Procedures for adults supervising children on work experience

8.12.1 The school will consider the specific circumstances of the work experience placement when considering what level, if any, of DBS check is required on individuals supervising pupils on the placement, including those aged 16 or over, on the placement.

8.12.2 Consideration will be given to whether the person providing supervision to the pupil will be unsupervised themselves and providing the supervision frequently, i.e. more than three days in a 30-day period, or overnight.

8.12.3 The Headteacher will ask the employer providing the work experience to confirm that any member of staff who will be working with the child unsupervised and frequently is not a barred person.

8.12.4 The school is not able to request an enhanced DBS check with barred list information for staff supervising pupils who are aged 16 to 17.

8.12.5 Work experience providers are not able to request any DBS checks for pupils under 16.

8.13 Procedures for alternative provision

8.13.1 Where a pupil is placed in alternative provision, the Headteacher will obtain written confirmation from the provider that the appropriate DBS checks have been carried out on the provider's staff.

8.14 Procedures for arranged homestays during exchange visits

8.14.1 When arranging a homestay for a visiting pupil in the UK, the Headteacher will consider the suitability of the adults in the respective families who will be responsible for the visiting child during the stay.

8.14.2 Where the Headteacher arranges for a visiting child to be provided with care and accommodation in the home of a family to which they are not related, the responsible adults will be engaging in regulated activity for the duration of the stay. In these circumstances, and where the school has the power to terminate such a homestay, the school will be the regulated activity provider.

8.14.3 When arranging homestays, the Headteacher will use professional judgement to assess the suitability of the adults in those families who will be responsible for the visiting child during their stay. To help inform the assessment, the headteacher will obtain enhanced DBS certificates with barred list information.

8.14.4 The Headteacher may decide to obtain an enhanced DBS certificate in respect of anyone aged 16 or over in the household where the child will be staying.

8.14.5 When arranging a homestay abroad, the Headteacher will liaise with partner schools abroad to establish a shared understanding of, and agreement to the arrangements in place for the visit. The Headteacher will use professional judgement to determine that the arrangements are appropriate and sufficient to safeguard every child who will take part in the exchange.

8.14.6 The Headteacher may decide to contact the relevant foreign embassy or High Commission of the country in question to discuss what checks may be possible in respect of those providing homestay outside of the UK.

8.14.7 Where a period of UK homestay lasts 28 days or more, for a child aged under 16 (or 18 if the child has disabilities), this may amount to private fostering under the Children Act 1989. Where this is the case, the headteacher will notify the LA of the

arrangements.

8.15 Disclosures containing criminal information

8.15.1 A DBS check is considered to contain criminal information if it includes details of the following:

- A police record of convictions, cautions, reprimands and final warnings
- DBS barred list
- Any other relevant criminal information obtained by the police.

8.15.2 If an individual has more than one conviction, regardless of offence type or time passed, each conviction will be considered individually, rather than all being automatically disclosed.

8.15.3 As from 28th November 2020, standard and enhanced DBS certificates will no longer automatically disclose:

- Youth cautions, reprimands and warnings
- All spent convictions where the individual has more than one conviction (unless disclosed under the other rules).

8.15.4 In the event of a disclosure containing criminal information, the Headteacher will check whether the individual has obtained any previous criminal convictions or cautions by instructing them to complete a disclosure review form, which will be followed by a meeting.

8.15.5 The Headteacher will discuss the disclosed information with the Chief Executive Officer immediately to agree a course of action regarding any prospective or existing staff.

8.15.6 The individual will be required to attend a meeting with the Headteacher to confirm that the convictions are theirs. If the individual denies that the convictions relate to them, the Headteacher will contact the DBS to carry out an investigation.

8.15.7 If it is established by the DBS that the convictions do concern the individual, the Headteacher will explore the circumstances surrounding these and their suitability to work with children, alongside the Chief Executive Officer.

8.15.8 For prospective staff, all posts will remain pending whilst meetings and investigations take place.

8.15.9 For current staff, the Headteacher will consider whether adjustments will need to be made whilst meetings and investigations take place, including:

- Whether the member of staff can continue their practice.
- Whether closer supervision is required of the member of staff.
- Whether the member of staff should be temporarily transferred to other duties.
- Whether the staff should be dealt with in accordance with the Disciplinary Policy and Procedure and suspended with entitlement to full pay.

8.15.10 The Headteacher will consult the Trust Executive Team when deciding what adjustments will need to be made for the member of staff concerned.

8.15.11 If the Headteacher was already aware of the member of staff's convictions and had previously discussed with the Trust Executive Team that they were still suitable for their appointment, or, if it is revealed that the convictions do not relate to the individual concerned.

8.16 Making a recruitment decision

8.16.1 All offers of employment made by the school will be conditional upon satisfactory completion of the mandatory pre-employment checks.

8.16.2 The Headteacher will consider the magnitude of any DBS disclosures with the Trust Executive team.

8.16.3 Major disclosures will result in the candidate being automatically unsuitable for the role. These include where the adult is named on the following lists:

- Children's barred list
- Adults' barred list

8.16.4 Serious disclosures which involve criminal activity, but do not pose a risk to pupils, will be discussed with the Headteacher and Chief Executive Officer prior to the candidate being accepted for the role.

8.16.5 The Headteacher will endeavour to ascertain the relevant facts from the individual and decide upon a conclusion. Following this, the candidate will receive a rejection or acceptance letter.

8.16.6 When considering an applicant who will not be working in regulated activity, the school will not take into account any minor or old convictions which are 'protected' from disclosure, as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2016).

8.16.7 When deciding to accept or reject a candidate, the school will consider the following information:

- The seriousness and relevance of the disclosure in relation to the position applied for
- The nature of the offence or other matters revealed
- The length of time since the offence or other matters occurred
- Whether it was a one-off incident or if there is history of incidents
- The circumstances around the incident
- Whether the candidate has accepted responsibility for their actions.

8.16.8 A risk assessment will be conducted by the Headteacher following a positive disclosure, before deciding on the candidate's suitability.

8.16.9 A record of all recruitment decisions following positive DBS disclosures will be kept

by the Headteacher and SBP.

8.16.10 Depending on the circumstances of each case, the Chief Executive Officer may be asked to countersign the form recording the recruitment decision.

8.16.11 A flowchart of DBS criminal record checks and barred list checks can be found on page 32 of 'Keeping children safe in education' – the school will adhere to this flowchart when making recruitment decisions.

8.17 DBS update service

8.17.1 The DBS update service is available for individuals to join (for an annual fee). Staff members will be encouraged to join the DBS update service to ensure that their DBS certificates are up-to-date. The update service enables portability of a certificate across employers (within the same workforce) and ease of repeat checking.

8.17.2 The school will only check the status of any DBS certificates if this is legally required for a new role or a change in role. The individual's consent will be gained before the DBS certificate status is checked.

8.18 Referral to the DBS

8.18.1 The school will uphold its a legal duty to refer to the DBS any member of staff who has harmed, or poses a risk of harm, to a pupil where:

- Have harmed, or poses a risk of harm to a pupil
- The harm test is satisfied.
- The staff member has received a caution or conviction for a relevant offence, or if there is reason to believe the staff member has committed a listed relevant offence.
- Are, have or may be in the future, working in regulated activity

8.18.2 Referrals will be made as soon as possible, and ordinarily on conclusion of an investigation (to gather enough evidence to inform any decision to refer as DBS rely on referral evidence and any other evidence gathered), after the resignation, removal or redeployment of the staff member.

8.19 Recruitment of ex-offenders

8.19.1 The school is aware of its responsibility under the Police Act 1997 not to discriminate applicants based on their criminal record.

8.19.2 The school will only ask an individual to provide details of convictions and cautions that the school is legally entitled to consider when recruiting candidates.

8.19.3 The school selects all candidates for interview based on their skills, qualifications and experience.

8.19.4 All job application forms, job adverts and recruitment briefs that require a DBS

check will outline that an application for a DBS certificate will be submitted for all candidates once they have been offered the position.

8.19.5 During the recruitment process, the school will ensure that a discussion between the recruitment panel and Headteacher takes place to evaluate any offences or other matters relevant to the position.

8.19.6 Candidates will be informed that failure to reveal any information which is directly related to the post could result in withdrawal of an offer of employment.

8.19.7 Any DBS certificates that reveal criminal information will be discussed with the individual, and their eligibility for the position will be reviewed.

8.19.8 All applicants will be given a copy of the Trust's Child Protection and Safeguarding Policy and information on the employment of ex-offenders in the application pack prior to the interview.

8.20 Single central record (SCR)

8.20.1 The SBP maintains an up-to-date SCR of pre-appointment checks covering all staff (including teacher trainees on salaried routes) and supply staff, and all members of the proprietor body.

8.20.2 The SCR indicates whether the following checks have been carried out or certificates obtained, and the date on which each check was completed, or certificate obtained:

- An identity check
- A barred list check
- An enhanced DBS check
- A prohibition from teaching check
- A section 128 check for those in management positions
- Further checks on individuals who have lived or worked outside the UK
- A check of professional qualifications
- A check to establish the individual's right to work in the UK

8.20.3 For supply staff, the SCR also records whether written confirmation has been received from the agency supplying the member of staff that the relevant checks have been carried out and the appropriate certificates have been obtained, and details of the date on which the confirmation was received and whether any enhanced DBS certificate check have been provided in respect of the member of staff.

8.20.4 There is no requirement for fee-funded trainee teachers to be recorded on the SCR.

8.20.5 The SCR is securely stored electronically.

8.20.6 The details of an individual will be removed from the SCR once they no longer work at the school.

8.21 Data handling

8.21.1 All DBS certificates will be stored in accordance with the school's Data Protection Policy and will be stored securely and password protected. Access to certificates will be strictly controlled and limited to those who are entitled to see them as part of their duties.

8.21.2 In accordance with the Police Act 1997, access to DBS certificates is strictly controlled and records will only be accessed by the Headteacher and SBP.

8.21.3 If in exceptional circumstances, and as part of their duties, another member of staff is required to access a DBS certificate, the school will keep a record of the named individual, and the individual whom the DBS certificate concerns will be informed prior to the sharing of the information. It is a criminal offence to pass the information to anyone who is not entitled to see it.

8.21.4 DBS certificate information will only be used for the specific purpose for which it was requested and for which the individual's full consent has been given.

8.21.5 The school will not keep DBS certificates for any longer than is necessary once a recruitment decision has been made – usually, for no longer than six months to allow for the consideration and resolution of any disputes or complaints. Copies of other documents used to verify the applicant's identity, right to work and required qualifications will be kept for the personnel file.

8.21.6 In exceptional circumstances, such as safeguarding audits, the school may decide to retain DBS certificates for longer than six months. In such cases, the school will consult the DBS and will have due regard to the data protection and human rights of the individual concerned.

8.21.7 DBS certificates will be disposed of securely such as by shredding, pulping or burning.

8.21.8 Prior to disposal, all waste will be stored securely in a confidential waste bin.

8.21.9 Although the school will not keep any copy of the certificate, a record will be kept of the following:

- The date of issue of the certificate
- The name of the subject
- The type of certificate requested
- The position for which it applied to
- The unique reference number
- The details of the final recruitment decision.

8.22 Monitoring and review

8.22.1 This policy will be reviewed on an annual basis by the Trust Executive Team and HR in conjunction with the governing board.

8.22.2 Any changes made to the policy will be amended by the Trust Executive Team and

HR and will be communicated to all members of staff.

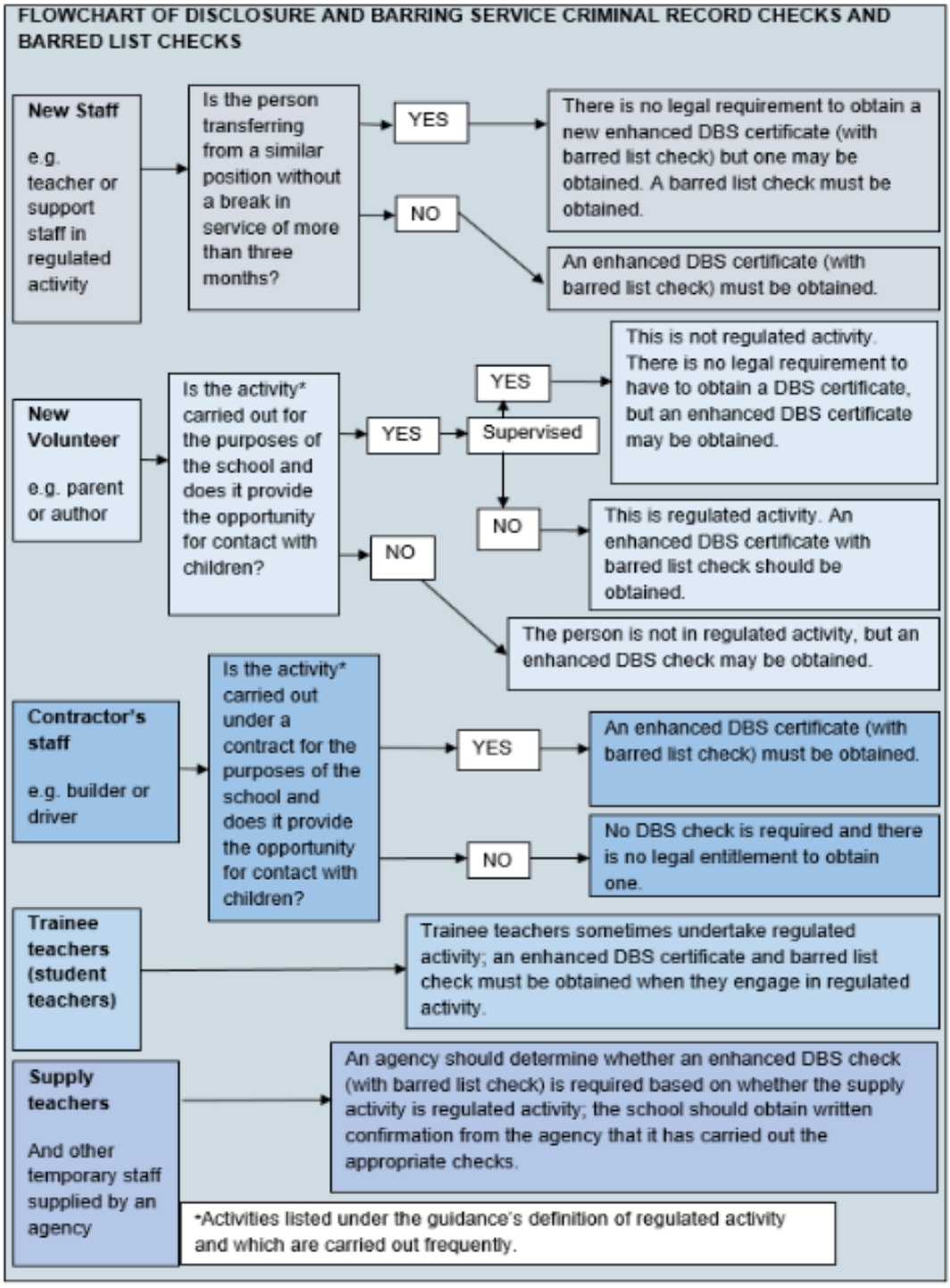
8.22.3 All staff are required to familiarise themselves with this policy as part of their induction programme.

Recruitment of Ex-offenders policy

Prince Regent Street Trust is required to send a copy of its child Protection and Safeguarding policy and information on the recruitment of ex-offenders to all job applicants, which outlines the following:

- The governing board fully complies with the DBS Code of Practice and will not discriminate unfairly against any subject of a disclosure on the basis of conviction or other information revealed.
- All applicants are subject to a DBS check before the job appointment is confirmed; this includes details of convictions, cautions and reprimands, as well as spent and unspent convictions. A positive disclosure will not necessarily prohibit a candidate from being offered a position.
- The school will not take into account any minor or old convictions which are 'protected' from disclosure when considering an applicant, as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2015).
- The school is committed to the fair treatment of all applicants, regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical or mental disability or offending background.
- The school promotes equal opportunity and welcomes applicants from a wide range of backgrounds, including those with criminal records.
- Candidates are selected for interviews based on their skills, qualifications and expertise.
- All application forms and recruitment notices will contain a statement that a disclosure will be requested if a position is offered.
- All applicants are encouraged to provide details of their criminal record at the earliest stage possible. This may be sent under a separate and confidential cover.
- All applicants will be made aware of the existence of the DBS Code of Practice and will be provided with a copy on request.
- The school is committed to ensuring all disclosure information will only be seen by those who require access as part of their duties.
- The school will discuss any matters revealed on a DBS certificate with the applicant before withdrawing a conditional offer of employment.
- At the interview, or in a subsequent discussion, open and measured discussion will take place on the subject of the offences.
- Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of any offer made.
- Legal advice is available for all involved in the recruitment process to ensure they can identify and assess the relevance and circumstances of offences.
- All recruitment personnel have received appropriate training and guidance in the relevant legislation relating to the employment of ex-offenders.

Flowchart of DBS and barred list checks



9 Induction and Training

The school will ensure that you are given adequate training and supervision to perform your work competently and safely. The school will provide all new permanent and temporary staff, whether employed on a full-time or part-time basis, with a programme of induction training.

The purpose of induction is to integrate new staff into the school so that they are is encouraged to become an effective and motivated member of the team. Effective induction is a major contributory factor in retaining newly appointed staff.

9.1 The induction programme

9.1.1 An effective induction programme is not a one-off event but takes place over a period of some weeks and is an on-going process to ensure that the new member of staff settles well into the school and is confident carrying out the full scope of their duties. Essential information should be supplied to the new member of staff in a planned and systematic way to avoid information overload and to ensure that they are able to absorb it.

9.1.2 Although all new staff should be supplied with the core information set out under the induction checklist (below), the design and content of the induction programme will depend on factors such as the new member of staff's role, level of responsibility and previous work experience. Managers should therefore be prepared to vary the induction programme to suit the particular needs of the new member of staff and their role specification.

9.1.3 Staff will be given a health and safety induction and provided with appropriate safety training, which may include manual handling, control of substances hazardous to health (COSHH), working at height, asbestos awareness, gas safety, electrical safety and the use of personal protective equipment (PPE).

9.2 Induction checklist

9.2.1 SBPs should, by following the Trust induction checklist, provide a newly appointed member of staff with a range of information and training about the school and their new job, including but not limited to:

- Email & system sign on;
- Departmental structure;
- The workplace;
- The purpose and key responsibilities of their new role;
- Fire and health and safety procedures;
- The individuals with whom they will be working;
- Expected standards of behaviour and performance;
- Probationary arrangements;
- Completion of all necessary documentation relating to their appointment; and
- All policies, procedures and rules, including those concerning equal opportunities.
- Staff handbook including signature of receipt.

9.2.2 The manager should use an induction checklist to ensure that the new member staff is provided with an induction containing all the relevant information relating to these areas. The induction checklist should be signed by the new member of staff and returned to the human resources department within one month of employment commencing to confirm that this stage of the induction programme has been carried out.

9.3 Delivery of the programme

9.3.1 The induction programme should involve input from a number of different managers and work colleagues who are best placed to supply the new member of staff with the full range of relevant information and assistance. Individuals who are likely to be involved in the programme, in addition to the line manager who is responsible for induction, include:

- The new member of staff's line manager;
- The human resources department (where appropriate), to impart information relating to terms, conditions and training;

9.4 Responsibility for induction

9.4.1 The overall responsibility for ensuring that an effective induction policy is in place within the school lies with the human resources department. The human resources department is also responsible for advising line managers on the induction process and dealing with any problems or queries with the probationary period, or provision of any specific training needed in order to equip a new member of staff with any new skills necessary to perform the job.

9.4.2 Responsibility for ensuring that a new member of staff is properly inducted lies with the relevant line manager.

10 ECT Induction (Early Career Teachers)

10.1 Statutory induction

10.1.1 The statutory induction of an ECT is the bridge between Initial Teacher Training (ITT) and a career in teaching. The school will support ECTs in demonstrating that their performance against relevant standards is satisfactory and equip them with the tools to be a successful teacher.

10.1.2 The Teachers' Standards will be used to assess an ECT's performance during their induction period.

10.1.3 The school will consider the standards against what can reasonably be expected of an ECT within their work context.

10.1.4 All judgements will reflect the expectation that the ECT has effectively consolidated their ITT and demonstrated their ability to meet the relevant standards consistently over a sustained period.

10.1.5 A qualified teacher will not be employed as a teacher by the school unless they have satisfactorily completed their induction period, or if they meet any of the exemptions listed in Annex A.

10.1.6 Before an ECT undertakes an induction, they must have QTS status.

10.1.7 Teachers who completed their ITT between 1 May 2000 and 30 April 2001 are also required to pass the numeracy skills test before completing an induction.

10.1.8 Short-term supply teaching of less than one term will not count towards an ECT's induction as the time frame is too short to enable them to demonstrate performance against relevant standards.

10.1.9 If a supply term is extended, the school will not backdate the induction, but will begin the induction upon extension.

10.1.10 ECTs serving induction on a part-time basis are required to serve the full-time equivalent of one full academic year.

10.2 Suitable posts

10.2.1 The Headteacher and Director of School Improvement will determine the suitability of posts for induction, guided by the following considerations. The post will:

- Have an appropriate body to hold the ECT's performance to the relevant standards and quality-assure the process.
- Provide the ECT with the tasks, experience and support needed.
- Ensure the appointment of an induction tutor with QTS.
- Provide the ECT with a reduced timetable to enable them to undertake learning activities (no more than 90 percent of the timetable of the school's existing

teachers on the main pay range, in addition to the timetable reduction in respect of PPA time).
- Not make unreasonable demands upon the ECT.
- Not present, on a day-to-day basis, the ECT with unreasonably demanding behavioural issues.
- Involve the ECT regularly teaching the same class(es).
- Involve planning, teaching and assessment processes similar to those in which other teachers working in similar posts are engaged.
- Not involve non-teaching responsibilities without the provision of appropriate preparation and support.

10.2.2 The Director of School Improvement will be satisfied that the school has the capacity to support the ECT in the role and that the Headteacher is fulfilling their responsibilities.

10.2.3 Once an ECT has been appointed to a suitable post, the Headteacher will notify the TRA in advance of the ECT taking up the post.

10.2.4 Upon registration, the ECT will be provided with a named contact to which they may raise any concerns about the induction programme.

10.3 Monitoring, support and assessment

10.3.1 A suitable monitoring and support programme will be put in place for the ECT, personalised to meet their CPD needs.

10.3.2 ECTs will be provided with an induction tutor who will provide day-to-day monitoring and support, and coordination of assessment.

10.3.3 Opportunities will be created for ECTs to gain experience and expertise in self-evaluation.

10.3.4 The criteria used for formal assessments will be shared between the ECT and the Headteacher and agreed in advance.

10.3.5 Formative assessment (e.g. lesson observation, target setting, pupil progress) and summative assessment (termly induction reports) will be used when assessing ECTs.

10.3.6 Termly observations of ECTs lessons will be conducted, alongside a follow-up discussion with their induction tutor.

10.3.7 All ECTs will be provided with the opportunity to undertake regular observations of experienced teachers.

10.3.8 All teachers who have a part in the ECT's development will be responsible for assessing the ECT, so to gain a reliable overall view.

10.3.9 Termly assessment reports will give details of:

- Areas of strength.
- Areas requiring development.
- Evidence used to inform judgement.
- Targets for coming term (i.e. 'smart' targets).
- Support to be provided by the school.

10.4 Completing the induction period

10.4.1 ECTs will have completed their induction period when they have served:
- The full-time equivalent of two standard academic years (usually six terms); or
- A reduced period of a minimum of one term as agreed with the Headteacher and the TRA, based on previous teaching experience; or
- A reduced period for part-time ECTs covering but not equivalent to two academic years (as agreed with the appropriate body); or
- An extended period as a result of absences occurring during the period; or
- An extension following a decision by the appropriate body or the appeals body.

10.4.2 ECTs who are absent for any of the following reasons will not be subject to an automatic induction period extension and may decide whether their induction period should be extended:

- Statutory maternity, paternity and adoption leave
- Shared parental leave
- Parental bereavement leave
- Carers leave

10.4.3 The appropriate body will decide whether an extension to an ECT's induction period is needed where this can be justified. It will determine the length of any extension, the procedure for assessments during it and the recommendation at its end. The appropriate body may decide to extend where there is insufficient evidence on which a decision can be based or where it would be unreasonable to expect the ECT to have demonstrated satisfactory performance against the Teachers' Standards for other reasons. These might include:
- Personal crises.
- Illness.
- Disability.
- Issues around the support during induction.
- Where there is insufficient evidence within induction documentation for a decision to be made about whether the ECT's performance against the standards is satisfactory.

10.4.4 ECTs are still able to progress both their career and pay grade during and after the two-year induction period, and are not adversely impacted by this. The extension to a two-year induction period will not prevent the school from awarding pay progression to ECTs at the end of their first year.

10.4.5 The appropriate body will make the final decision as to whether or not an ECTs' performance against the relevant standards has been satisfactory, taking into account the recommendations of the Headteacher.

10.4.6 The appropriate body will make a decision within 20 working days of receiving the Headteacher's recommendation. They will then send written notification within three working days of reaching the decision to the ECT and the Headteacher.

10.4.7 If the decision is taken to extend the period of induction, the ECT will be informed of their right to appeal against this decision and provided with the name and address of the TRA. Any appeal will be notified within 20 working days, or the appeal will be deemed to have expired.

10.4.8 Failure to complete the induction period will mean an ECT is no longer eligible to be employed as a teacher in a maintained school.

10.4.9 Where an ECT fails induction and gives notice that they do not intend to exercise their right to appeal, or when the time limit for an appeal expires, the school will dismiss the ECT within 10 working days.

10.4.10 If the appeal is heard but not upheld, the school will dismiss the ECT within 10 days of receiving the outcome of the hearing.

10.4.11 The ECT's name will then be held on the list of persons who have failed to satisfactorily complete an induction period by the TRA.

10.5 Record keeping

10.5.1 Records will be kept in accordance with the school's UK GDPR Compliant Records Management Policy.

10.5.2 Assessment forms will be signed by the Headteacher and submitted to the appropriate body in a timely manner.

10.5.3 Assessment forms will be completed at the end of each formal assessment period, stating the date an ECT's employment began, how much of the period has been completed, and any changes in work patterns and absences.

10.5.4 The TRA keeps records of all submitted appeals and will be contacted as needed.

10.5.5 Assessment reports will be retained for six years, as recommended by the DfE.

10.5.6 ECTs will be advised by the school to retain their original copies of assessment reports.

10.6 Confidentiality

10.6.1 The induction process and assessments will not be shared with others involved in the process and will be treated as confidential.

10.6.2 All ECTs will be made aware of who has been granted access to their assessments.

10.6.3 The governing board are allowed to request termly general reports on the progress of an ECT but cannot automatically have access to this information. The only exception to this is when an ECT has a concern about an assessment, which would require the governing board to access the assessment forms to review the situation.

10.7 Special circumstances

10.7.1 To recognise the experience of teachers who already have significant teaching experience, appropriate bodies have discretion to reduce the length of the induction period to a minimum of one term; however, the ECT can still serve a full induction if they wish.

10.7.2 The appropriate body also has discretion to reduce the prescribed induction period to a minimum of one term. When considering reducing the induction period, the appropriate body will consider advice from the headteacher and ensure the ECT is in agreement with the decision.

10.7.3 If an ECT is absent for a total of 30 days or more, or equivalent for part-time teachers, (with the exception of statutory maternity, paternity, shared parental, statutory adoption or parental bereavement leave) the induction period will be extended by the aggregate of total days absent.

10.7.4 ECTs who take statutory maternity leave, statutory paternity, statutory adoption leave, shared parental leave or parental bereavement leave during their induction period may decide whether their induction should be extended accordingly to meet this purpose. Any outstanding assessments will not be made until the ECT returns to work and has had the opportunity to decide whether to extend induction. If an ECT chooses to extend their induction in these circumstances, the request will be granted.

10.7.5 If an ECT chooses not to extend the induction period, their performance will still be assessed against the relevant standards.

10.7.6 The appropriate body has the option to extend the period after induction has been completed where it would be unreasonable to expect the ECT to have demonstrated satisfactory performance.

10.7.7 These may include: illness, personal crisis, disability, a lack of support during induction etc.

10.7.8 In circumstances where records have been lost due to an error or a data loss which is through no fault of the concerned teacher, the appropriate body has the discretion to decide if the ECT can be exempt from induction.

10.7.9 The appropriate body will ensure that every avenue has been explored to recover the missing data or identify an audit trail before making such a decision.

10.7.10 In reaching its decision, the appropriate body will consider the strength of evidence that an error has occurred or that records are missing or lost.

10.7.11 The appropriate body will also account for any evidence that the teacher has demonstrated they have performed satisfactorily against the relevant standards on the basis of evidence from the teacher's pervious performance management reviews, and where appropriate, the most recent performance management review statements.

10.7.12 For ECTs completing induction in more than one school simultaneously:

- The separate contracts are added together to calculate the number of days of the induction period; each contract must meet the minimum period criteria.
- One Headteacher acts as the lead and will fulfil duties and responsibilities as outlined in this policy.
- One appropriate body will also take the lead in making the decision and is also responsible for gathering evidence from other appropriate bodies who are involved in the process.

10.7.13 For ECTs transferring during induction:

- The ECT's progress will be recorded at the point of leaving a post and the remaining period of induction will be calculated.
- Guidance on interim assessments will be followed under the direction of the appropriate body.
- The new school will be made aware of the need to continue induction from the point they reached and whether an interim assessment is needed

10.8 Unsatisfactory progress and appeals

10.8.1 Additional monitoring and support measures will be put in place when an ECT is not making satisfactory progress, such as holding meetings between the ECT and the Headteacher, organising refresher training and providing more guided supervision. The induction tutor will record unsatisfactory progress within progress review records and clearly outline the support plan in place.

10.8.2 In such cases, the school will seek support from the appropriate body to address specific areas of performance that require further development. The school will work collaboratively with the appropriate body where there are issues surrounding an ECT's performance and appropriate action plans will be put in place.

10.8.3 Together with the school, the appropriate body may:

- Investigate the root cause of the issue.
- Offer additional or more intensive support during quality assurance visits, including joint observations with the induction tutor as appropriate.
- Put in place an appropriate action or support plan.
- Monitor any support plan with regular check-ins.
- Signpost CPD opportunities that may help the ECT.
- Review, with the ECTs, their action or support plan.
- Ensure that ECTs are clear about who to speak to if they need to raise wider issues.

10.8.4 The appropriate body and the Headteacher will be satisfied that:

- Areas of improvement have been correctly identified.
- Appropriate objectives have been set to guide the ECT to perform against the relevant standards.
- An effective support program is in place to help the ECT improve performance.

10.8.5 When there are still concerns about the ECT's progress following intervention, the Headteacher will explain to the ECT the consequences of failure to complete the induction period satisfactorily, and also discuss the following with them:

- The identified weaknesses
- The agreed objectives set in order to have them satisfactorily complete the induction to the required standards
- Details of additional support put in place
- Evidence used to inform the judgement
- Details of the improvement plan for the next assessment period

10.8.6 If there are serious capability issues, capability procedures may be instigated before the end of the induction, which may lead to dismissal. This does not prevent them from completing their induction at another school.

10.8.7 If the ECT has had their induction extended or has failed it, the appropriate body will inform the ECT of their right to appeal and the time limit for doing so.

10.8.8 Where concerns are raised in relation to capability, misconduct or complaints, the school will not seek advice from the appropriate body but will follow its own internal policies or grievance procedures as appropriate

10.9 Monitoring and review

10.9.1 The Trust Executive Team is responsible for reviewing this policy annually.

10.9.2 The effectiveness of this policy will be monitored and evaluated by all members of staff. Any concerns will be reported immediately.

10.9.3 Any changes to this policy will be communicated to all members of staff.

Exemptions

The following lists where a qualified teacher may be employed by the school without having satisfactorily completed an induction period:

Exemption	Explanation
A person who was already a qualified teacher on 7 May 1999.	A teacher who gained QTS on or before 7 May 1999 (even if they did not take up their first post until after September 1999).
A person currently undertaking a period of induction.	A teacher who is serving his or her induction period in a permitted setting, including periods which have been extended (including those who have completed an induction period in England or Wales and are awaiting the decision of the appropriate body).
A person waiting for the outcome of an appeal having not performed satisfactorily against the relevant standards.	A teacher who is waiting for the outcome of an appeal against a decision that they have failed to perform satisfactorily against the relevant standards.
A person employed on a short-term supply basis, without undertaking induction.	A teacher who is employed as a short-term supply teacher (working periods of less than one term). This can only be done for five years after the date of award of QTS.
A person employed part-time as a supply teacher whilst also undertaking induction.	A teacher who is employed as a short- term supply teacher on a part-time basis but who is concurrently serving induction. Please note that the five-year limit (see above) does not apply to teachers in this situation.
A person who has satisfactorily completed induction, probation, or the equivalent in certain other countries.	The countries are Wales, Scotland, Northern Ireland, Gibraltar, Jersey, Guernsey, Isle of Man, and Ministry of Defence (MoD) Schools in Germany or Cyprus (these are known as MoD Schools, and were formally known as Service Children's Education (or SCE) Schools).
A person who trained in England, and then subsequently first worked as a teacher in Wales (before 2003).	A teacher who gained QTS in England on or after 7 May 1999 but before 1 April 2003, and who, subsequently, took up their first post in Wales and who has served at least two terms towards their induction.

Exemption	Explanation
A person from the European Economic Area (EEA) (who falls within Part 2 and Chapters 1, 2 and 4 of Part 3 of the European Communities (Recognition of Professional Qualifications) Regulations 2007(b)).	A teacher from the EEA who has applied successfully to the TRA, for QTS, or a teacher from the EEA who has declared successfully to the TRA, to work in England on a temporary basis or teachers who have been granted partial access to the teaching profession in accordance with Part 1 of the European Union (Recognition of Professional Qualifications) Regulations 2015, namely SEND teachers who are qualified only to teach pupils in SEND specialist schools and specialist units within mainstream settings.
A person who became a qualified teacher by virtue of regulation 5 of, and paragraph 12 of Schedule 2 to, the 2003 Qualification Regulations, i.e. certain teachers who gained QTS whilst working in an independent school.	A teacher who has been judged by the TRA, as meeting the specified QTS standards, whilst working in an independent school, where the NQT must have: • Been employed by an independent school before 1989; and • Gained a specified qualification before 1974 or 1989 (dependent upon the type of qualification); and • Been employed in an independent school at the time of recommendation, and the recommendation must have taken place prior to September 2004.
A qualified overseas-trained teacher from Australia, Canada, New Zealand, or the United States of America.	Teachers who have successfully completed a programme of professional training for teachers in Australia, Canada, New Zealand or the USA and who have successfully completed or satisfied any additional conditions required in order to be employed as a qualified teacher on a permanent basis in government-funded schools in that country; and who is not the subject of any decision or pending proceedings that may restrict that person's eligibility to teach in that country.
An overseas-trained teacher (OTT), from outside the EEA, who has gained QTS and was successfully assessed against the relevant standards as these would apply at the end of induction.	An overseas-trained teacher (from outside the EEA) with at least two years' experience, who has obtained QTS and who has been assessed against the relevant standards for the purposes of induction.
Scottish- or Northern Irish-trained teachers employed in England on or before 7 May 1999.	Teachers who trained in Scotland or Northern Ireland and who were employed as teachers in England before 7 May 1999.

Exemption	Explanation
A person who became a qualified teacher virtue of regulation 5 of, and paragraph 13 of Schedule 2 to, the 2003 Qualification Regulations, i.e. certain teachers who gained QTS whilst working in an FE school or as an instructor in a school.	A teacher who has been judged by the TRA, as performing satisfactorily against the relevant standards, whilst working in a FE school or as an instructor in a school where the NQT must have: • Been employed by an FE school before 1989; and • Gained a specified qualification before 1974 or 1989 (dependent upon the type of qualification); and • Been employed in an FE school at the time of recommendation, and the recommendation must have taken place prior to September 2004.
A person who has been awarded qualified teacher learning and skills status: • On or before 31st October 2014, by the Institute for Learning; or • On or after 1st November 2014, by the Education and Training Foundation	Teachers who have been awarded Qualified Teacher in Learning and Skills (QTLS) Status by the Society for Education (SET) (formerly the Institute for Learning – IfL) and who hold active membership with the SET.
Completed a course of ITT in Wales before September 2003.	A teacher who completed a course of initial teacher training in Wales before September 2003.

11 Staff Probation

11.1 Application of the policy

11.1.1 The procedures in this policy apply to all new staff employed at the school, other than ECTs, regardless of whether their employment status at the school is permanent, fixed-term, full-time or part-time.

11.1.2 Where a six-month fixed-term contract is issued, the probationary period will run parallel to the contract.

11.1.3 Throughout the probationary period most disciplinary issues will be addressed through this procedure. Safeguarding and gross misconduct issues may be dealt with under the Trust's disciplinary policy. If a member of staff moves to a new role at the school, after previously successfully completing a probationary period, the member of staff will not be required to complete another probationary period; however, the member of staff will receive a thorough induction.

11.2 Probation timescales

11.2.1 The school adopts a probationary period of six months for all new staff with the exception of teaching staff which is an academic year.

11.2.2 During probationary periods, the notice period for all new staff will be in accordance with the member of staff's contract of employment.

11.2.3 Where a serious breach of policies and procedures occurs, dismissal may be immediate, and the notice period may not apply.

11.2.4 On commencement of their probationary period, new staff will be informed of the following:

- Standards of performance and code of conduct within their role and the school
- Any skills that need to be acquired during and by the end of the probationary period
- Their induction plan and any development or training opportunities
- The process for monitoring performance during the probation period
- How they can seek help and guidance should they require it

11.2.5 During the probationary period, assessments will be conducted regularly. The line manager will meet with the member of staff to discuss the assessments should there be concerns regarding the member of staff's suitability and performance.

11.3 First review (1st half term)

11.3.1 The purpose of the first review is to evaluate the member of staff's performance and discuss any significant issues.

11.3.2 Line managers will discuss the following items during the first review:

- Current performance and happiness within the role
- Any concerns or notable improvements that are required
- Any further help or support that is required
- Any training or development requirements and a possible action plan, including any compulsory training
- Objectives for the probationary period, if these have not already been identified

11.3.3 The outcomes of the first review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

11.4 Second review (beginning of the 2nd full term)

11.4.1 The purpose of the second review is to evaluate the member of staff's ongoing performance and ensure that they are meeting the required standards of the job role.

11.4.2 Where the first review indicated that improvements were required, the second review meeting will also be used to assess the extent to which improvements have been made.

11.4.3 Line managers will discuss the following items during the second review:

- Progress made in line with identified objectives
- The standards of performance required for the post and current performance against these
- Any training or development opportunities undertaken or required
- Any issues or concerns, and further objectives if improvements are required
- Whether the member of staff is on-track to successfully meet their objectives and complete their probation

11.4.4 If there are concerns about a member of staff's performance after the discussion during the second review, and in circumstances where it is evident the member of staff will not meet the required standards, the line manager will consult with HR to consider whether an additional review meeting is required.

11.4.5 Where concerns are raised, it will be explained to the member of staff that continued failure to meet the required standards may result in a dismissal. The line manager will clearly restate expectations and ensure training and support is put into place, so the member of staff has sufficient time to improve.

11.4.6 Where concerns have been raised, the line manager will conduct one-to-one fortnightly discussions with the member of staff in order to discuss progress and attempt to avoid the need for an additional review.

11.4.7 The outcomes of the second review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

11.5 Additional review

11.5.1 Additional reviews will only take place where there are serious concerns about a member of staff's suitability for the job role.

11.5.2 The line manager will consult with HR prior to any additional review meeting.

11.5.3 The line manager will consider whether the likely outcome of the additional review meeting will be that:

- The member of staff will have made sufficient progress to proceed to the final probation review; or,
- If the member of staff should be dismissed before the final review.

11.5.4 Where the line manager believes the member of staff will be able to make sufficient progress to proceed to the final review, clear objectives will be set prior to the additional review meeting for the member of staff, and their performance will be monitored on a weekly basis.

11.5.5 The line manager will hold regular discussions to assess progress with the member of staff up until their final review.

11.5.6 Where the line manager believes the likely outcome is that the member of staff should be dismissed prior to the final review stage, this will be conducted in accordance with the **Dismissal 11.9** paragraph below.

11.5.7 The outcomes of the additional review will be signed and agreed between both the line manager and the member of staff, and a record will be kept on the member of staff's file.

11.6 Final review (end of the Academic year)

11.6.1 The Final review meeting will ordinarily take place within a timescale which allows for the member of staff to be given notice in the event of unsatisfactory performance so that employment will end by the sixth month of employment.

11.6.2 Before the final review, the line manager will consider whether the likely outcome will be that:

- The member of staff will be confirmed in the post
- The probationary period will be extended
- The member of staff should be dismissed, following the required notice period

11.6.3 The outcomes of the final review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

11.7 Confirmation in post

11.7.1 If a member of staff has successfully completed the probation period, they will be confirmed in the post.

11.7.2 The line manager will complete a final probation report, which will be discussed with the member of staff during the final review. Should any slight improvements still be required, a clear action plan and objectives will be developed to address these.

11.7.3 The member of staff will receive a formal letter of confirmation in their post, which they will be required to sign and return to their line manager.

11.8 Extension of probationary period

11.8.1 A probation may only be extended where a member of staff has not completed the probation period – i.e. a member of staff cannot receive a probation extension where they have previously been confirmed in their post.

11.8.2 A probation may be extended at the final review stage in the following circumstances:

- The line manager has concerns about a member of staff's suitability or standards of performance, and these have not improved thus far, but there is a strong expectation that, with more time and support, these can be overcome
- The member of staff has not completed all mandatory training
- The member of staff has had a significant amount of time away from school, e.g. due to sickness, and, as a result, has been unable to demonstrate the required levels of competence
- The member of staff has moved to a different role during their probationary period and the role has different expectations

11.8.3 A probationary period may also be extended where, following an appeal against dismissal, the sanction to dismiss the member of staff has been reduced to an extension to allow the member of staff further time to improve.

11.8.4 Line managers will only make the decision to extend a period where the following requirements have been met:

- The member of staff has been given the necessary support and training during the probation period
- If, at any time during the probationary period, there were concerns regarding the member of staff's suitability and performance, meetings were promptly held with the line manager to discuss concerns and develop action plans
- Action plans to address concerns were put in place prior to the time at which the member of staff has been told their probation is being extended
- It is expected that further, regular meetings with the line manager will be held to monitor progress towards targets, and the required training and support will be in place to address issues

11.8.5 Line managers will consult with the HR manager prior to informing any member of staff of their probation extension.

11.8.6 Probationary periods may be extended to a total of three months from the date of the final review, or the date on which the member of staff returns to work, i.e. to account for any leave, such as sickness, maternity or school term holidays.

11.8.7 Probationary periods will only be extended once – should the member of staff not make the required improvements by the three-month deadline, they may be dismissed in line with **Dismissal 11.9** paragraph below. NB. Probationary periods may be extended further in line with the appeals process.

11.8.8 Prior to the final review meeting, where it is known that there will be a probation extension, the member of staff will be informed of the following in writing and with five days' notice:

- The date, time and location of the final review
- The purpose of the final review, and the reasons why the member of staff's performance has not been satisfactory to date
- That a probation extension may be an outcome of the meeting

11.8.9 During the final review, the line manager will discuss the items outlined in the notice, ensuring the member of staff is aware of why their probation is being extended. The line manager will develop an action plan, which will be agreed and signed by the member of staff, as to how improvements will be made.

11.8.10 The member of staff will receive written confirmation of their probation extension from their line manager within five days which will include the following:

- The duration of the extension
- The reasons for the extension
- Details of further improvements required, and the agreed action plan in place
- Arrangements for monitoring and review
- The member of staff's right to appeal

11.8.11 The member of staff will also be informed that if the required improvements are not made, their employment may be terminated at the end of the three-month period.

11.8.12 The line manager will hold regular discussions to assess progress with the member of staff up until their final review.

11.8.13 If the member of staff has made the required improvements, they will be confirmed in the post; otherwise, they may be dismissed in accordance with **Dismissal 11.9** paragraph below.

11.9 Dismissal

11.9.1 The school may terminate the employment of a member of staff at any time during their probation period where it becomes clear that no further training or support would allow the member of staff to reach the required standards.

11.9.2 Employment may be terminated where a member of staff has failed to complete any mandatory training, despite having received the required support to do so.

11.9.3 Employment may be terminated where there has been a significant breach of school policies and procedures. In these cases, dismissal may be immediate and without the required notice period.

11.9.4 Employment may be terminated where it is suspected or established that the individual has provided inaccurate or misleading information during the recruitment process.

11.9.5 Where employment is terminated, the school will provide the member of staff with the required notice as per employment contract.

11.9.6 Where dismissal is necessary, the line manager will consult with HR prior to any hearing.

11.9.7 The line manager will invite the member of staff to a hearing to discuss their performance via a written letter, with five days' notice, including information regarding the following:

- The date, time and location of the hearing
- The purpose of the hearing and the reasons why performance or conduct has been unsatisfactory to date
- Evidence to be considered at the hearing
- That dismissal may be a potential outcome of the meeting
- The member of staff's entitlement to be accompanied by a trade union representative or work colleague
- Their right to appeal the decision after the conclusion of the hearing

11.9.8 The Trust Executive Team will consider the case for dismissal.

11.9.9 The line manager will detail the process that has been followed thus far, and the member of staff's performance.

11.9.10 The member of staff and any representatives will have the opportunity to present their case.

11.9.11 The HR representative and line manager will meet to discuss the hearing and decide the outcome – this may be either:

- The member of staff's dismissal is rejected, and their probation period is extended (if this has not been done already); or
- The member of staff is dismissed.

11.9.12 The member of staff will be informed in writing of the outcome of the hearing within five days, and of their right to appeal the decision.

11.9.13 If the decision is taken to terminate the employment, the member of staff will also be provided with one week's notice.

11.9.14 If the line manager decides that it is not necessary for the member of staff to work for all or some of their notice period, pay in lieu may be offered instead.

11.10 Appeals

11.10.1 All staff have the right to appeal against dismissal on the grounds that they have not completed their probationary period satisfactorily.

11.10.2 Members of staff will be informed of their right to appeal within five days once a conclusion has been reached. All appeals must be submitted to the clerk to the governing board.

11.10.3 Members of staff who wish to appeal must state, in writing, the grounds of their appeal providing one or more of the following reasons:

- **The procedure** – the grounds of appeal should detail how inconsistencies with, or an inability to follow, procedures have prejudiced the decision.
- **The evidence** – the grounds of appeal should detail how the facts do not support the conclusion reached, or how they were misinterpreted or disregarded. Any new evidence that the member of staff wishes to be considered should also be outlined.
- **The decision** – the grounds of the appeal should detail how the act of misconduct did not justify the conclusion reached.

11.10.4 Appeal hearings will be scheduled as soon as is practically possible, and the member of staff will be given five days' notice, in writing, of the following:

- The date, time and location of the hearing
- The purpose and agenda of the hearing
- Evidence to be considered
- The member of staff's right to be accompanied by a trade union representative or work colleague

11.10.5 Appeals will be heard by a member of the senior leadership team who has not previously been involved with the probation at any stage, alongside one or more members of the governing board.

11.10.6 The possible outcomes of the appeal hearing are as follows:

- The appeal is not upheld and the decision to dismiss the member of staff remains
- The appeal panel considers the dismissal to be inappropriate, and the member of staff's probationary period is extended
- The appeal is upheld and the decision to dismiss the member of staff is cancelled – the member of staff is confirmed in the post

11.10.7 The member of staff will be notified of the decision within one day of the hearing by the line manager.

11.10.8 The member of staff will be notified of the decision in writing within 10 days of the hearing.

11.10.9 Members of staff are not entitled to appeal the decision of the appeal hearing.

11.11 Monitoring and review

11.11.1 This policy will be reviewed on an annual basis by the Trust and HR representative.

11.11.2 Any changes made to this policy will be communicated to the relevant members of

staff.

11.11.3 All new staff members at school are required to familiarise themselves with this policy as part of their induction process.

12 Working Hours

This policy sets out the school's position regarding working hours. The policy applies to staff only and does not apply to contractors, consultants or any self-employed individuals working for the school.

The school strives to provide a safe working environment and ensure the safety and wellbeing of all its staff. The school seeks to ensure that staff do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. The school is also committed to ensuring that member of staff's health is not compromised by the workplace.

Members of staff managers have a responsibility to ensure that working hours are kept within reasonable limits and will monitor working hours for this purpose. Members of staff themselves also have a duty to ensure that they are not working excessive hours and inform their manager directly if they consider that they may be doing so.

This policy is issued by way of guidance on the school's policy and practice. It does not form part of the member of staff's contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the school at its absolute discretion.

12.1 Normal working hours

12.1.1 Full time staff are contractually obliged to work a set number of hours across the schools' normal hours of operation, as outlined in the relevant Collective Agreements related to the role. Lunch and breaks will also be provided under the terms outlined in the above.

12.1.2 Normal working hours, including an unpaid lunch break per day as outlined in the contract of employment.

12.1.3 The school reserves the right to vary reasonably a member of staff's hours of work and the days on which they work according to school and operational requirements on a temporary or permanent basis.

12.1.4 Members of staff may be required to work such additional hours in excess of their normal hours of work as are reasonably necessary for the proper performance of their duties and to meet the needs of the school.

12.2 Lateness

12.2.1 It is your responsibility to ensure that you attend punctually for work and follow all time keeping and absence procedures. In order to help us maintain optimum teaching / service levels, you may be required to work additional hours from time to time.

12.2.2 If you are running late to work, you **MUST** advise your line manager as soon as possible.

12.2.3 If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your line manager. In such circumstances, you must report to your Manager upon leaving and, where appropriate, returning to work.

12.2.4 Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in a disciplinary warning or dismissal, depending on the circumstances.

12.3 Working time

12.3.1 A member of staff is considered by the school to be "working" when they are carrying out activities on behalf of the school. This may include training or business travel. It does not include travel from the member of staff's home to their place of work, rest breaks, travel time outside normal working time or non-job related training.

12.3.2 Working time will include time where a member of staff is required to be at the school's premises, but is free to rest while waiting for work to be available. It will also include time where a member of staff is required to travel from school to school for meetings, to attend training or to perform their functions at different locations.

12.4 Secondary employment or work

If you already have any other employment upon commencement of employment with Prince Regent Street Trust or are considering any additional employment, you must notify us so that we can discuss any implications arising from the current working time legislation.

12.5 Miscellaneous

12.5.1 The school expects that staff will work their full contractual hours each week and it will pay them monthly in arrears on this basis.

12.5.2 If staff do not perform their full contractual hours, their manager may inform payroll and the member of staff 's wage payment may be adjusted accordingly.

12.6 Complaints about working hours

If a member of staff considers that they have been unfairly treated with regard to their working hours (for example being required to work excessive hours or being unreasonably refused overtime) they are requested to raise this informally with their manager. If the member of staff's complaint relates to their manager, they are requested to raise it with a more senior manager. If a member of staff is not satisfied following this route, they have the right to raise a grievance in accordance with the Trust's grievance procedure set out at 27 below.

13 Basic Pay and Pay Review

Salaries for permanent and temporary members of member of staff are paid monthly by BACS transfer directly into each individual's bank or building society account.

Payments to staff are usually made on the last working day of the month.

Members of staff will receive an itemised pay statement of their earnings and deductions on the date on which they are paid.

It is the responsibility of each member of staff to ensure that the school:

- Has details of their bank or building society account number and sort code;
- Is advised of any changes to his/her bank or building society account; and
- Is told about any payment anomalies that the member of staff discovers (e.g. overpayment of wages).

Members of staff who have any queries or problems concerning payment of their salary should contact their SBP in the first instance.

13.1 Levels of basic pay

13.1.1 The school is committed to ensuring that:

- The current School Teacher's Pay and Conditions document (STPCD) is followed or the relevant Collective Agreements for the role are followed;
- The Trust's Pay Policy is up to date;
- It regularly consults staff and staff representatives on pay levels and during the annual pay review;
- Individuals are not discriminated against because of gender, marital or civil partnership status, race, religion or belief, sexual orientation, age, disability, gender reassignment, pregnancy and maternity, or because they work part time or on a fixed-term contract; and

13.2 Pay reviews

Members of staff basic rates of pay will normally be reviewed annually, in accordance with the relevant Collective Agreements. Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to staff in writing.

14 Holidays Policy

Entitlement to annual leave for support staff is as specified in individual contracts of employment. The taking of annual leave is subject to the prior approval.

For all year-round staff, it is expected that annual leave be taken normally within the school holidays. However, there will be occasions when such staff would wish to take leave during term time. Where possible this leave will be granted having given due regard to the needs of the service.

Any request for holidays should be made at least two weeks prior to the desired date and should not be assumed that it will be granted. Line Managers should consider impact of holiday and capacity for duties and responsibilities to be maintained. Staff should not make any bookings prior to getting approval from their Line Manager.

To assist in the planning of annual leave the management team will consider the times of year when support staff will definitely need to be present and times where there may be more flexibility. Where the management wishes to have a closure period during the holidays this will be notified to all year-round staff at the beginning of the academic year.

15 Continuous Service Policy

15.1 Introduction

15.1.1 Establishing the correct continuous service date(s) that applies to an employee is important for both the employer and employee. For the employer there is a risk that costs may be incurred that were avoidable or indeed costs that were not anticipated which come as an unwelcome surprise at a later date. For an employee the application of the wrong continuous service date may result in over or under payments, either of which may cause distress.

15.1.2 It is important that confirmation of continuity of service is sought at the recruitment stage in order that the correct date(s) are applied from the outset of every employee's contractual relationship with the school. Employees should ensure that they are able to provide this information.

15.1.3 This policy sets out the arrangements that apply to the continuous service of employees in an academy and Local Authority School context.

15.1.4 These arrangements depend on a number of factors including:

- Whether the employee is a teacher or support staff;
- The move is to or from a school;
- Whether the move is voluntary or as a result of transfer under the Transfer of Undertaking (protection of Employment) Regulations (TUPE);
- The extent to which the academy has maintained national pay and conditions of service;
- The type of service-related benefit

15.2 Background

15.2.1 All staff being transferred to an academy are protected by TUPE regulations, which means continuity of service is recognised for the purposes of calculating redundancy, maternity, sickness, holiday entitlements (where applicable) and all service-related conditions i.e. unfair dismissal.

15.2.2 Where staff choose to change schools voluntarily, i.e. because they have applied for a vacancy **not as part of a transfer**, then TUPE protection does not apply.

15.2.3 With regard to redundancy both existing and new academies are listed on the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999. The Modification Order provides that where an employee moves employment between any bodies listed on the Modification Order without a break between these employments, all previous continuous service will be recognised for the purposes of calculating pay in a redundancy situation.

15.2.4 The calculation of continuous service for rights such as occupational maternity, sickness benefit and holiday entitlements vary depending on the National Terms and Conditions and whether the voluntary move is to an academy or Local Authority School.

15.2.5 The different scenarios are explained in the document in appendix 1. You will note in scenario 3 that the Local Authority has agreed to exercise its discretion with regard to teaching staff and acknowledge all Academy service as continuous for occupational entitlements including sick pay and maternity. This will enable schools and the authority to remain competitive and remove barriers to recruitment.

15.2.6 In relation to other entitlements including Shared Parental Leave and Parental Leave, in line with these policies will be recognised.

16 Flexible Working Policy

The Trust is committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. This Flexible Working Policy gives eligible staff an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

This policy applies to all staff. It does not apply to agency workers, consultants or self-employed contractors.

This policy does not form part of any member of staff's contract of employment, and we may amend it at any time.

This policy and associated documents provide guidance for Headteachers to reasonably consider requests by staff to work flexibly under the Children & Families Act 2014.

16.1 Personnel responsible for implementing the policy

16.1.1 The Trust has overall responsibility for the effective operation of this policy. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to HR.

16.1.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

16.2 Forms of Flexible Working

16.2.1 Flexible working can incorporate a number of possible changes to working arrangements, such as:

a) Reduction or variation of working hours;
b) Reduction or variation of the days worked; and/or
c) Working from a different location (for example, from home).

16.2.2 The possible changes to working arrangements mentioned in may also involve:

a) Starting a job share;
b) Working a set number of hours a year, rather than a week (annualised hours);
c) Working from home (whether for all or part of the week);
d) Working only during term-time (part-year working);
e) Working compressed hours; and/or
f) Working flexi-time.

16.3 Eligibility for the formal right to request procedure

16.3.1 To be eligible to make a request for flexible working you must:

a) Be a member of staff;
b) Not have made two formal requests to work flexibly during the last 12 months and
c) Not make a formal request to work flexibly if a request you made previously has not been concluded.

16.3.2 If you are not eligible to make a formal request, you may make an informal request.

16.4 Making a formal flexible working request

16.4.1 Any member of staff interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options for flexible working before submitting a formal or informal request.

16.4.2 You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

16.4.3 Your application should be submitted to your line manager in good time and ideally at least two months before you would like the changes to take effect. It should:

a) State that it is a flexible working request;
b) Explain the reasons for your request, especially if you think our Staff Equality, Equity, Diversity and Inclusion Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
c) Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect; and
d) Provide information to confirm that you meet the eligibility criteria set out at **Formal request: meeting** paragraph of this policy including the dates of any previous formal requests for flexible working.

16.4.4 In most cases we will need to have a meeting with you before making a decision. In some cases, we may be able to approve your request without a formal meeting, although it will usually be helpful to your manager to discuss the request with you to ensure it is the best solution.

16.5 Formal request: meeting

16.5.1 Where necessary, your line manager will arrange a meeting with you after your application has been submitted. The meeting shall be scheduled within no more than 28 days of receiving the member of staff's written request. The meeting may also be attended by HR. You may bring a colleague or trade union representative to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.

16.5.2 In most cases, the meeting will be held at your usual place of work. We will try to ensure that the meeting is held at a time and place that is convenient to everyone.

16.5.3 The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

16.5.4 Your line manager may suggest starting the new working arrangements under an initial trial period to ensure that they meet your needs and those of your team/department.

16.6 Formal request: decision

16.6.1 We will notify you of the decision in writing as soon as possible.

16.6.2 If your request is accepted, or where we propose an alternative to the arrangements you requested, your line manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

16.6.3 Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You should note that your right to make formal flexible requests is limited to two in any 12-month period.

16.6.4 If your line manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of staff, they will discuss this with you.

16.6.5 There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager will write to you:

a) Explaining the business reason(s) for turning down your application; and
b) Setting out the appeal procedure.

16.6.6 The eight business reasons for which we may reject your request are:

a) The burden of additional costs;
b) Detrimental effect on ability to meet customer demand;
c) Inability to reorganise work among existing staff;
d) Inability to recruit additional staff;
e) Detrimental impact on quality;
f) Detrimental impact on performance;
g) Insufficiency of work during the periods that you propose to work; and
h) Planned changes.

16.7 Formal request: appeal

16.7.1 If your request is rejected, you have the right to appeal.

16.7.2 Your appeal must:

a) Be in writing and dated;
b) Set out the grounds on which you are appealing; and
c) Be sent to HR within 14 days of the date on which you received the written rejection of your request.

16.7.3 Within 15 working days of the letter of appeal the appropriate Appeals Panel formed from three members of the Governing body (who were not involved in making the original decisions) must meet the member of staff to discuss the appeal. The Headteacher will also attend to outline the reasons for the original decision.

16.7.4 The member of staff must be informed in writing, giving 10 working days' notice of the date and time of the meeting by the Chair of the Appeals Panel and reminded of the right to be accompanied by a trade union representative or a work colleague.

16.7.5 Following the appeal meeting the Chair of the Appeals Panel must notify the member of staff of the decision in writing within 5 working days of the date of the meeting.

16.7.6 If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

16.7.7 You should be aware that changes to your terms of employment will be permanent and that your right to make formal flexible working requests is limited to two in any 12-month period.

16.7.8 This decision is final.

16.7.9 If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You should note that your right to make formal flexible working requests is limited to two in any 12-month period.

16.8 Extending time under the formal procedure

16.8.1 There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, your line manager will write to you confirming the extension and the date on which it will end.

16.8.2 If you withdraw a formal request for flexible working, that request will still be taken into account when determining if you have made two formal requests in a 12-month

period. In certain circumstances, a formal request will be treated as withdrawn. This will occur if you fail to attend a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal meeting, without good cause. In such circumstances, your line manager will write to you confirming that the request has been treated as withdrawn.

16.9 Making an informal flexible working request

16.9.1 Members of staff who are ineligible to make a formal request for flexible working may make an informal request to their line manager, who will consider it according to our business and operational requirements.

16.9.2 It will help your line manager to consider your request if you:

a) Make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;
b) Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start; and
c) Think about what effect the changes to your working pattern will have on the work that you do and, on your colleagues, as well as on our service delivery and that of your team. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. Your line manager can consider whether they are workable.

16.9.3 Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

16.10 Withdrawing an application

16.10.1 If the Headteacher is informed verbally that a member of staff wishes to withdraw an application, they should ask the member of staff to confirm this in writing.

16.10.2 If the Headteacher arranges a meeting to discuss the application including any appeal and the member of staff fails to attend both this and a re-arranged meeting without a good reason, the Headteacher can consider the request withdrawn. The Headteacher should confirm this in writing to the member of staff within 10 working days.

17 Wellbeing Policy

17.1 Recognising stress and its sources

17.1.1 Some level of stress is a normal aspect of everyday life. However, the harmful effects of stress, particularly when chronic, are now regarded as having a significant negative impact on the overall physical and psychological wellbeing of individuals. Harmful stress is seen as a contributory factor in a wide range of diseases and conditions and it is accepted that the recognition, management and reduction of stress can have substantial benefits in improving an individual's general health.

17.1.2 We all vary in our capacity to cope with different levels or types of pressure. Some pressure can be positive, challenging and motivating and responding effectively to this kind of pressure can lead to job satisfaction. However, when pressure reaches a level, we cannot cope with, we may experience negative stress. This may also occur when there is too little pressure or challenge to motivate us.

17.1.3 The many different pressures people experience in their home and personal lives can also cause stress. For instance, bereavement, relationship or family problems and financial worries are some of the factors that can make people more vulnerable to stress. An individual's personality and attitudes may also affect the levels of stress they experience. Stress in one area of life is likely to affect other areas.

17.2 Role and responsibilities

17.2.1 The governing board is responsible for:

- Ensuring the effective implementation of this policy.
- Ensuring the school's ethos reflects its commitment to reducing workload and creating a working environment that is focussed, purposeful and considers individuals' wellbeing.
- Ensuring staff roles and responsibilities are clearly defined and monitored.
- Ensuring that all school policies are assessed for workload impact.
- Encouraging stress awareness throughout the school – promoting stress as a serious issue rather than a weakness.
- Consulting the headteacher on managing staff stress and promoting wellbeing, including them in any decisions that need to be made.
- Ensuring the headteacher puts measures in place to support staff wellbeing.
- Actively trying to eliminate stressors in the school, e.g. by considering the format and quantity of information it requests from the SLT.
- Ensuring monitoring visits are strategic, focussed and reflective of its monitoring plan, and being clear with staff ahead of the visit about what the focus will be and the information that will be required from them.
- Recognising mental health issues and appointing a mental health and wellbeing governor who will oversee managing and supporting staff mental health.
- Establishing a wellbeing committee to ensure staff are supported in their roles and that actions are taken to mitigate overbearing stress in the workplace.

- Ensuring all committee meetings are purposeful, focussed, structured and relevant to the school development priorities.
- Developing an annual schedule of work and ensuring work is not duplicated between meetings of committees and the full governing board.

17.3 The mental health and wellbeing governor is responsible for:

- Influencing the setting of a school vision which creates a positive wellbeing culture and is underpinned by equality values, a system of accountability, and robust policies and procedures.
- Ensuring the school's strategic plan includes objectives linked to improving, supporting and responding to the mental health of staff.
- Ensuring the school has appropriate policies in place that include objectives focussed on meeting staff needs.
- Ensuring there is a whole-school approach to mental health and wellbeing embedded within leadership practice, the curriculum, the school's values and ethos, and the social and physical environment.
- Ensuring two senior members of staff are identified as wellbeing officers to oversee the provision and support of mental health and wellbeing in school, and to ensure effective links exist with local mental health support.
- Meeting with wellbeing officers on a regular basis to monitor and review the impact of provision and interventions.
- Working with the headteacher to ensure that appropriate training is put in place to support staff.
- Reporting to the governing board on the successes and areas of improvement in planned interventions, and the resources that are in place.

17.4 The headteacher is responsible for:

- Creating and promoting a positive and supportive atmosphere throughout the school.
- Implementing CPD which equips staff with the tools needed to effectively manage stress.
- Developing a sensitive performance management process that is linked to clear job specifications.
- Including all staff in the school's decision-making processes, where possible.
- Organising extra support for staff at times of increased stress, e.g. during Ofsted inspections.
- Encouraging staff to take advantage of any initiatives introduced to promote wellbeing and effective working, e.g. an employee assistance programme.
- Ensuring that all policies that affect staff wellbeing are properly adhered to and reviewed.
- Authorising any staff absences related to stress and/or mental health issues, as well as granting extended leave.
- Monitoring employees' workloads and holiday entitlement, ensuring they are not overworked, and providing regular updates regarding absence to the governing board whilst maintaining staff confidentiality in line with the Data Protection Policy.

- Attending all necessary training, keeping skills current and setting a good example for staff.
- Regularly communicating with staff, encouraging them to be open when discussing stress.
- Conducting and implementing the recommendations of risk assessments, considering the causes of stress.
- Ensuring all staff have read and understood this policy.
- Organising thorough inductions for new employees, explaining the school's policies and code of conduct.
- Making reasonable adjustments for members of staff who are struggling with long-term mental health issues.

17.5 The SOM (School Office Manager) is responsible for:

- Encouraging all staff to attend events and training opportunities that promote wellbeing and health.
- Providing information that helps staff to manage stress effectively.
- Ensuring that regular contact is maintained with members of staff who are absent for long periods of time.
- Ensuring new members of staff have received all the relevant information they require, including the procedures for raising concerns about wellbeing.
- Gathering information in any cases that allow monitoring of this policy, such as, but not limited to, the following:
- Sickness and absence data
- Staff turnover
- Exit interviews
- Referrals to the counselling service
- Referrals to other mental health services
- Grievance cases
- Harassment cases
- Monitoring all staff absences and reporting this information to the headteacher.

17.6 All staff members are responsible for:

- Being able to recognise the early signs of stress or mental health issues in themselves and their colleagues.
- Supporting co-workers if they become stressed, which may include practical assistance or emotional reassurance.
- Maintaining a healthy work-life balance.
- Promoting a positive, supportive atmosphere throughout the school.
- Being open to discussing stress.
- Reporting honestly about their wellbeing and any incidents of stress, e.g. being overworked.
- Where possible, asking for help when they feel under pressure or stressed.
- Attending events and training opportunities which promote wellbeing and health.
- Not acting in a manner which endangers themselves or others.
- Undertaking additional training and personal development opportunities.

- Reporting any concerns they have about their co-workers' stress and/or mental health to the headteacher.

17.7 Identifying warning signs

17.7.1 The Trust recognises that individuals will react differently to stressful situations and become stressed by different situations and stimuli throughout their working lives. Because of this, it is important that staff understand the different factors that may cause themselves or their colleagues stress.

- The following sources of stress can often be attributed to work:
- Overworking or undertaking work that does not match the employee's skills and abilities
- Fear of change and trying to cope with change, e.g. advancements in technology
- Insufficient workload or not being able to use skills
- Lack of job security
- Poor relationships with colleagues and a lack of involvement
- Harassment or bullying
- Crisis management
- Not having a long-term plan in place

17.7.2 The Trust recognises that home and personal lives can also prove stressful for staff; bereavement, separation, financial and family problems make people more vulnerable to stress at work. It is common that a combination of stress at home and work can make people particularly stressed.

17.7.3 The Trust will strive to identify and deal with symptoms of stress quickly in order to maintain a healthy workplace.

17.7.4 The Trust has a legal requirement to actively respond where any employee displays symptoms of work-related stress.

17.7.5 All members of staff will be aware of the warning signs that can indicate that a person may be having trouble managing stress.

17.7.6 All members of staff will look out for the following indicators when identifying stress in themselves or others:

17.7.7 **Behavioural indicators**:

- Difficulty sleeping
- Poor judgment, loss of creativity, making more mistakes
- Changes in eating habits
- Increased smoking or drinking
- Isolation from friends and family

17.7.8 **Physical indicators**:

- Tiredness, sleep disorders, exhaustion
- Indigestion and nausea, lowered resistance to minor illnesses
- Headaches, blurred vision
- Aching muscles, pains, skin problems

- Heart palpitations, raised heart rate, increased sweating, dizziness

17.7.9 **Mental indicators**:

- Indecisiveness, irritability, frustration, detachment or withdrawal from others
- Difficulty concentrating, inability to 'switch off'
- Memory loss
- Feelings of inadequacy
- Low self-esteem

17.7.10 **Emotional indicators**:

- Anger or irritability
- Anxiety
- Hypersensitivity
- Feeling drained and listless

17.8 Actions to support staff

17.8.1 To positively impact levels of stress in the Trust, the headteacher and governing board will make changes to the whole Trust.

17.8.2 To help manage stress, the headteacher will:

- Lead by example and encourage staff to be open if they feel stressed, to take breaks and to have a full life outside of work.
- Make the most of team bonding; using INSET days to build relationships, as feeling comfortable amongst colleagues will make discussing wellbeing easier.
- Assist with work and help to manage employees' workloads.
- Reach out to staff during difficult points in their personal lives, e.g. bereavement, allowing sufficient time off and supporting them when they return to work.
- Arrange a meeting with all members of staff in which the current working times and practices will be discussed.
- Research and implement an employee assistance programme relevant to the needs of all staff, regularly monitoring its effectiveness and impact on wellbeing.

17.8.3 To effectively address workload issues and support staff wellbeing, the headteacher, working with the SLT, will take the following actions:

- Measure staff wellbeing and identify workload issues by:
  - Commissioning staff workload and wellbeing surveys on a termly basis and organising structured conversations about workload with staff.
  - Arranging workshops and drawing together a summary of outcomes from staff surveys and questionnaires.
  - Analysing staff diaries and identifying which members of staff are spending too much time on certain aspects of the job.
  - Conducting impact graphing exercises to visually assess where workload issues lie and identify key areas of focus.

- Review the areas of workload that have been identified using an impact assessment matrix and producing an evaluation of the school's current workload to highlight the actions that will be taken.
- Address the workload issues that have been identified, e.g. by undertaking a data audit and developing an action plan.
- Implement a Staff Workload Charter to outline the commitment and expectations between the governing board, SLT and school staff regarding the wellbeing and mental health of school staff.
- Evaluate the impact of the actions taken on a termly basis, measuring staff wellbeing and identifying new workload issues to address during the next term.

17.8.4 The headteacher will ensure that all changes proposed as a result of the actions are communicated to all members of staff.

17.8.5 A mental health and wellbeing governor will be appointed by the governing board who will be responsible for monitoring the wellbeing of staff.

17.8.6 A wellbeing committee will also be appointed by the governing board to ensure all staff are supported in their roles and that actions are implemented to mitigate stress in the workplace.

17.8.7 All new members of staff will be provided with a comprehensive induction and their duties regarding their own and their colleagues' wellbeing will be made clear.

17.8.8 The Trust will adopt a sickness plan which will promote a positive, caring strategy for staff who are returning to work following sick leave.

17.8.9 The governing board will be allocated funds for a wellbeing budget – all members of staff are welcome to make suggestions for the use of this fund. The headteacher will have the final say as to how the fund is spent.

17.8.10 The Trust will ensure wellbeing is promoted and stress is prevented through good management practices, including the following:

- Recruitment and selection procedures
- Clear job descriptions and person specifications to ensure the right candidates are recruited
- CPD procedures to ensure all members of staff have the necessary skills and abilities to undertake the duties required
- Promotion and reward procedures
- Performance management procedures
- Capability and absence management – return to work procedures will ensure that individuals are supported back into work following illness
- Suitable adaptations for disability
- Harassment and anti-bullying resources
- Flexible working arrangements, in line with the Flexible Working Policy
- Annual surveys to better understand the areas of work that have a negative effect on staff wellbeing

17.8.11 The school recognises that the Education Staff Wellbeing Charter can be used as an

effective tool to foster positive wellbeing in the education sector. The school will consider showing its commitment to actively promoting mental health by signing up to the charter to create an enriching culture of mental wellbeing.

17.9 Self-management

17.9.1 Staff can also make changes to avoid and prevent stress and/or poor mental wellbeing, as it is a problem that should be tackled and not ignored.

17.9.2 Staff should be prepared to speak to their colleagues and senior staff if they are struggling with their mental wellbeing, or feeling stressed in their personal lives or at work.

17.9.3 Staff are encouraged to take action to manage their own mental wellbeing. These actions will include, but are not limited to, the following:

- Keeping active as a way of releasing emotional intensity and any negative feelings, exercise will also help to clear thoughts and deal with problems more calmly.
- Managing their workload and establishing and maintaining a healthy balance between work and life,
- Prioritising their workload throughout the workday, leaving the least important tasks until the end of the day and concentrating on the work that will make the biggest difference.
- Avoiding unhealthy habits, such as drinking and smoking.
- Taking advantage of the wellbeing initiatives, training and support offered by the Trust.
- Speaking with the headteacher about any concerns they may have regarding their workload, stress or mental wellbeing.

17.10 Reporting procedures

17.10.1 The following two senior members of staff will be designated as wellbeing officers; this is in the event that one of the wellbeing officers in the subject of the complaint:

- Julia Armstrong, Chief Executive Officer
- Caroline Finn, Chief Finance Officer

17.10.2 Should any member of staff wishes to raise a concern about wellbeing, one of the two wellbeing officers will be notified.

17.10.3 The wellbeing officer will provide the member of staff with information about the support that is available to them; this includes both within the Trust and outside sources.

17.10.4 The wellbeing officer will treat all cases confidentially. Real names of staff will not be used when wellbeing officers are reporting to the headteacher.

17.10.5 In some cases, such as those that directly impact day-to-day activities, confidentiality will not be guaranteed. If this is the case, staff will be made aware of the situation.

17.10.6 The wellbeing officer in receipt of the complaint will investigate and report this to the headteacher.

17.10.7 The headteacher will decide whether any further action will be taken.

17.11 Response actions

17.11.1 Where problems with wellbeing arise, the necessary support and appropriate actions will be considered. This may include support from HR advisers and/or external services, e.g. occupational health.

17.11.2 The Trust will continue to support staff when external services are involved.

17.11.3 Support will be provided to staff who are experiencing challenging circumstances outside of the workplace. The Trust will direct staff to support, both internal and external, and consider a plan of work and duties that can be managed differently during challenging periods.

17.11.4 Support for staff who are experiencing challenging circumstances within the Trust will be provided following the procedures outlined in the Grievance Policy.

17.12 Monitoring and review

17.12.1 This policy will be reviewed on an annual basis, and will make any changes necessary.

17.12.2 All members of staff are required to familiarise themselves with this policy as part of their induction programme.

18 Equality Information and Objectives Policy

The Trust fully understands the principles and the work needed to ensure that those with protected characteristics are not discriminated against and are given equal opportunities.

Protected characteristics are as follows:

- Age
- Disability
- Race, colour, nationality or ethnicity
- Sex
- Gender reassignment
- Maternity and pregnancy
- Religion and belief
- Sexual orientation
- Marriage and civil partnership

It is unlawful for the responsible body of a school to discriminate against, harass or victimise a pupil or potential pupil:

- In relation to admissions.
- In the way it provides education for pupils.
- In the way it provides pupils access to any benefit, facility or service.
- By excluding a pupil or subjecting them to any other detriment.

The responsible body for the Academy is the proprietor.

The school's liability not to discriminate, harass or victimise does not end when a pupil has left the school, but will apply to subsequent actions connected to the previous relationship between School and pupil, such as the provision of references on former pupils or access to "old pupils" communications and activities.

The school will promote equality of opportunity for all staff and job applicants and will work in line with the Equal Information and Objectives Policy.

18.1 Principles and aims

We see all learners and potential learners, and their parents, as of equal value, regardless of any protected characteristics.

Our policies, procedures and activities will not discriminate but must nevertheless take account of differences in life-experience, outlook and background, and in the kinds of barriers and disadvantages which people may face in relation to any protected characteristic.

The school will promote race equality and have due regard to eliminating unlawful racial discrimination, promoting equality of opportunity and good relations between people of different racial groups.

The school will promote disability equality, ensuring equality of opportunity, eliminating unlawful discrimination and disability-related harassment and

encouraging participation by disabled people in public life.

The school will promote gender equality by eliminating unlawful discrimination and harassment, and promote the equality of opportunity between men and women, girls and boys.

Transgender people are explicitly covered by the PSED. For the purposes of this policy, the term 'transgender' refers to an individual whose gender expression or identity is different from that traditionally associated with the sex they were assigned at birth.

The school will respect the confidentiality of those seeking gender reassignment and will provide a supportive environment within the community.

The school is opposed to all forms of prejudice and recognises that children and young people who experience any form of prejudice-related discrimination may fare less well in the education system.

The school will ensure that all staff comply with the appropriate equality legislation and regulations.

The school will:

- Ensure staff are aware of their responsibilities, given necessary training and support, and report progress to the governing board.
- Ensure that the recording and reporting of equality and diversity is sufficiently scrutinised.
- Foster positive attitudes and relationships, a shared sense of cohesion and belonging, and ensure this is promoted in our policies, procedures and activities.
- Observe good equalities practice in staff recruitment, retention and development, and ensure that all policies and procedures benefit all staff and potential staff regardless of any protected characteristic, and with full respect for legal rights relating to pregnancy and maternity.
- Reduce and remove inequalities and barriers that already exist.
- Engage with a range of groups and individuals to ensure that those who are affected by a policy, procedure or activity are consulted and involved in the design of new policies, and in the review of existing ones.
- Ensure that policies, procedures and activities benefit society as a whole, both locally and nationally, by fostering greater social cohesion, and greater participation in the public life of everyone, regardless of any protected characteristic.
- Ensure staff promote an inclusive and collaborative ethos in the school, challenging inappropriate language and behaviour, responding appropriately to incidents of discrimination and harassment, and showing appropriate support for pupils with additional needs, maintaining a good level of awareness of issues surrounding equality.
- Ensure that the school publishes information how it is complying with the public sector Equality Duty and that the information is easily accessible.

The school will have an equality page on its website, in order to demonstrate how it

is complying with the PSED in the Equality Act 2010, and advancing equality of opportunity.

18.2 Equality objectives

18.2.1 The Trust is committed to promoting the welfare and equality of all its staff, pupils and other members of the school community. To achieve this, the Trust has established the following objectives:

- Monitor changes to the curriculum to ensure they result in good outcomes for pupils in all vulnerable groups, and to review the curriculum considering new performance measures
- Offer appropriate qualifications in English for pupils in all vulnerable groups
- Implement effective strategies to support pupils in all vulnerable groups following linear exam courses
- Improve the quality of support for pupils in all vulnerable groups in the classroom
- Continue to explore the use of new technologies to support pupils in all vulnerable groups in accessing their learning. With special investigation taking place regarding the use of technology in modern foreign languages, internal exams and group work.

The Trust will regularly review the steps being taken and the progress made towards the achievement of these objections.

18.3 Collecting and using information

18.3.1 The school will collect equality information for the purpose of:

- Identifying key issues, e.g. unlawful discrimination in teaching methods.
- Assessing performance, e.g. benchmarking against similar organisations locally or nationally.
- Taking action, e.g. adapting working practice to accommodate the needs of staff who share protected characteristics.

18.3.2 The school will build an equality profile for staff to assist with identifying any issues within their recruitment regime. The school will obtain the following information from their staff:

- Recruitment and promotion
- Numbers of part-time and full-time staff
- Pay and remuneration
- Training
- Return to work of women on maternity leave
- Return to work of disabled staff following sick leave relating to their disabilities
- Appraisals
- Grievances (including about harassment)
- Disciplinary action (including for harassment)
- Dismissals and other reasons for leaving

18.3.3 The school will use the information they obtain to analyse any gaps present in their

equality documentary, including the Equal Opportunities Policy.

18.3.4 Any personal data the school collects will be processed in accordance with the Data Protection Policy.

18.4 Publishing information

The school will publish information to demonstrate its compliance with the Act.

The school will publish information relating to persons within the school community who share relevant protected characteristics, these will include:

- Other persons affected by the school's policies and procedures

The school will not provide this information if:

- The member of staff is employed under contract personally to do work.
- The employer does not have, and it is not reasonably practicable for the employer to obtain the data.

The school will publish the following information annually with regard to the gender pay gap:

- The difference between the mean hourly rate of pay of male and female full-pay relevant staff
- The difference between the median hourly rate of pay of male and female full-pay relevant staff
- The difference between the mean bonus pay paid to male and female staff
- The difference between the median bonus pay paid to male and female staff
- The proportions of male and female relevant staff who were paid bonus pay
- The proportions of male and female full-pay relevant staff in lower, lower middle, upper middle, and upper quartile pay bands

18.5 Promoting equality

The school's Staff Equality, Equity, Diversity and Inclusion Policy set out the school's approach to promoting equality and diversity across the whole school community.

18.6 Addressing prejudice-related incidents

The school is opposed to all forms of prejudice, and we recognise that pupils and staff who experience any form of prejudice-related discrimination may fare less well in the education system.

The school will ensure that pupils and staff are aware of the impact of prejudice in order to prevent any incidents from occurring.

If incidents continue to occur, the school will address them immediately and report them to the LA.

18.7 Appeal process

Staff members retain the right to appeal against a decision on the acceptability of

their appearance e.g. dress code, using the Trust's grievance procedure.

The school will adhere to the Complaints Procedures Policy when following the grievance procedure.

18.8 Curriculum

All pupils will be entitled to access a broad and balanced curriculum and to teaching and learning opportunities which meet their needs, including extra support where this has been identified as a statutory need.

When planning the curriculum, the school will take every opportunity to promote and advance equality.

When teaching the curriculum, the school will promote equality and will not subject individuals to discrimination.

The school will develop an appropriate curriculum for all pupils in all vulnerable groups.

The school will ensure PSHE lessons are designed for pupils to develop their knowledge of the world and the importance of equality.

18.9 Monitoring and review

The Headteacher will review this policy annually, to ensure that all procedures are up-to-date.

The policy will be monitored and evaluated by the Headteacher and governing board in the following ways:

- Individual attainment data
- Equal opportunities recruitment data
- Equality impact assessments
- Ofsted inspection judgements on equality and diversity
- Incident records related to harassment and bullying

Any changes made to this policy will be communicated to all members of staff.

19 Staff Equality, Equity, Diversity and Inclusion Policy

19.1 Principles underlying this policy

In accordance with this policy, the school commits to:

- Creating a working environment free of bullying, harassment, victimisation and unlawful discrimination, where individual differences and the contributions of all staff are recognised and valued.
- Promoting dignity and respect for all.
- Training managers and all other employees about their rights and responsibilities under this policy.

This policy applies to all aspects of the school's relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

Instances of bullying, harassment, victimisation and unlawful discrimination will be dealt with as misconduct, in line with the Trust's Grievance Policy and/or Disciplinary Policy and Procedure, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice.

Sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. Harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence.

19.2 Roles and responsibilities

The governing board will be responsible for:

- Ensuring the effective operation of this policy.
- Ensuring compliance with discrimination law.
- Monitoring the composition of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability.
- Monitoring how the composition of the workforce encourages equality, equity, diversity and inclusion, and meets the aims and commitments set out in this policy.
- Assessing how this policy, and any supporting action plans, are working in practice, reviewing them annually, and considering and taking action to address any issues.

The Trust Executive Team and Headteachers will be responsible for:

- Setting an appropriate standard of behaviour and leading by example.
- Ensuring that those they manage adhere to this policy and promote the Trust's aims and objectives with regard to equal opportunities.
- Taking appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities, in line with the Trust's Flexible Working Policy.

- Making opportunities for training, development and progress available to all staff.
- Ensuring staff are helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the organisation.
- Making staff progression decisions based on merit (apart from in any necessary and limited exemptions and exceptions allowed under the Equality Act 2010).
- Reviewing employment practices and procedures where necessary to ensure fairness.
- Updating employment practices and procedures, and this policy, to take account of changes in the law.

The Chief Finance Officer with our HR provider will be responsible for:

- The day-to-day operational responsibility of this policy.
- Reviewing this policy regularly.
- Organising equal opportunities training, including for those involved in management and recruitment.
- Answering questions about the content or application of this policy.

Line managers will be responsible for:

- Participating in appropriate training on equal opportunities awareness and equal opportunities recruitment and selection good practice.
- All staff will be responsible for:
- Conducting themselves to help the school provide equal opportunities in employment, and prevent bullying, harassment, victimisation and unlawful discrimination.
- Understanding that they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against their colleagues, customers, suppliers, visitors and the public.
- Taking seriously complaints of bullying, harassment, victimisation and unlawful discrimination by their colleagues, customers, suppliers, visitors, the public and any others in the course of the school's work activities.

19.3 Forms of discrimination

Discrimination by or against an employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics outlined in Appendix A. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.

Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater

childcare commitments than men. Such a requirement will need to be objectively justified.

Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

19.4 Recruitment and selection

The school will aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics. The Trust's recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria will be regularly reviewed to ensure that it is relevant to the job and not disproportionate. The shortlisting of applicants will be done by more than one person wherever possible.

Job advertisements will avoid stereotyping or using wording that may discourage groups with a particular protected characteristic from applying. The school will take steps to ensure that vacancies are advertised to a diverse labour market.

Applicants will not be asked about health or disability before a job offer is made. There are limited exceptions which will only be used with the head of HR's approval, such as:

- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
- Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
- Positive action to recruit disabled persons.
- Equal opportunities monitoring (which will not form part of the decision-making process).

The school is required by law to ensure that all staff are entitled to work in the UK. Assumptions about immigration status will not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, will be expected to produce original documents, e.g. a passport, before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the UK Border Agency.

To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, the school will monitor applicants' ethnicity, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information will be voluntary and will not adversely affect an applicant's chances of recruitment or any other decision related to their employment. The information will be removed from applications

before the shortlisting process, and will be kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps the school take appropriate steps to avoid discrimination and improve equality and diversity.

19.5 Staff training and promotion and conditions of service

Staff training needs and associated development opportunities will be identified through regular staff appraisals, in line with the Trust's Teacher Appraisal Policy and Support Staff Performance Management Policy. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made based on merit. The school will adopt good practice in terms of data collection and use this data to monitor and measure the attraction, recruitment, retention and progression of staff.

Workforce composition and promotions will be regularly monitored to ensure equality of opportunity at all levels of the organisation. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the needs of disadvantaged or underrepresented groups.

The school's conditions of service, benefits and facilities are reviewed regularly to ensure that they equal opportunities for all.

19.6 Termination of employment

The school will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

The school will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action, in line with the Trust's Disciplinary Policy and Procedure.

19.7 Disability discrimination

The school will encourage staff who are disabled or become disabled to inform the headteacher or their line manager about their condition so that the school can support them as appropriate.

Staff experiencing difficulties at work because of their disability (physical or otherwise) may wish to contact their line manager or the head of HR to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Their line manager or the head of HR may wish to consult with the staff member and a medical adviser about possible adjustments.

The governing board will monitor the physical environment of the school premises to consider whether certain features place physically disabled staff, job applicants, service users, or other stakeholders at a substantial disadvantage compared to others. Where reasonable, the school will take steps to improve access for disabled staff and service users.

19.8 Part-time, zero hours, and fixed-term employees and agency workers

The school will monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. The school will ensure requests to alter working hours are dealt with appropriately under the Flexible Working Policy.

The school will monitor its use of zero hours and fixed-term employees and agency workers, and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. The school will, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

19.9 Breaches of this policy

If a member of staff believes that they may have been discriminated against, they will be encouraged to raise the matter through the Trust's Grievance Policy. If they believe that they may have been subject to harassment, they will be encouraged to raise the matter with their line manager and/or the head of HR.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Staff who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Policy and Procedure.

Any member of staff who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The Trust takes a strict approach to serious breaches of this policy.

19.10 Monitoring and review

This policy will be reviewed annually by the head of HR in conjunction with the governing board. The next scheduled review for this policy is date.

The Trust will continue to review the effectiveness of this policy to ensure it is achieving its objectives. As part of this process, the school will monitor the composition of job applicants and the benefits and career progression of staff. Staff are invited to comment on this policy and suggest ways in which it might be improved by contacting the head of HR.

Equality Act 2010 Protected Characteristics - Appendix A

The definitions used in this appendix are based on the Equality Act 2010, the full text of which is available here.

Age: The Act protects people of all ages; however, differential treatment because of age is not unlawful direct or indirect discrimination if it can be justified, i.e. if you

can demonstrate that it is a proportionate means of achieving a legitimate aim. Age is the only protected characteristic that allows employers to justify direct discrimination.

Disability: The Act protects people who are disabled; the Act defines this as someone who has a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities.

Gender identity and/or reassignment: The Act protects transgender people. The Act no longer requires a person to be under medical supervision to be protected, so a person who does not undergo any medical procedures would be covered by these protections.

Marriage and civil partnership: The Act protects people who are married or in a civil partnership against discrimination. Single people are not protected.

Pregnancy and maternity: The Act protects people against discrimination on the grounds of pregnancy and maternity during the period of their pregnancy and any statutory maternity leave to which they are entitled.

Race: The Act protects people of all races; the Act's definition of race includes colour, nationality, and ethnic or national origins.

Religion or belief: The Act protects people of any religion, including specific denominations or sects, as well as a lack of religion, i.e. employees or jobseekers who do not follow a certain religion or do not follow any religion are protected. The Act protects people of any belief; this is defined as any religious or philosophical belief, or a lack of such belief, that is a weighty and substantial aspect of human life and behaviour.

Sex: The Act protects men and women.

Sexual orientation: The Act protects lesbian, gay, bisexual and heterosexual staff.

20 Anti-Harassment and Bullying Policy

20.1 Introduction

The Trust is committed to providing a working environment free from harassment and bullying and ensuring that all staff are treated and treat others with dignity and respect.

The Trust recognises that harassment or bullying can occur both in and outside the workplace, such as on business trips or at work-related events or social functions.

Harassment, bullying or victimisation of any member of staff, or anyone they come into contact with during the course of their work, can be unlawful and will not be tolerated. The Trust will take active steps to help prevent the harassment, bullying and victimisation of all staff. Anyone who is a victim of, or witness to, harassment, bullying or victimisation is encouraged to report it in accordance with this policy or under our Sexual Harassment policy where it relates to conduct of a sexual nature. This will enable us to take appropriate action and provide support. Harassment, bullying and victimisation can result in legal liability for both the Trust and the perpetrator, whether they work for us, or are a third-party outside of our control. Harassment, bullying and victimisation may result in disciplinary action up to and including dismissal.

The purpose of this policy is to set out a framework for line managers to deal with any harassment, bullying or victimisation that occurs by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises. Unlawful harassment that involves conduct of a sexual nature will be dealt with under our Sexual Harassment policy.

This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

20.2 Who is responsible for this policy?

20.2.1 The Trust has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for overseeing its implementation to HR.

20.2.2 All managers have a specific responsibility to operate within the boundaries of this policy, ensure that all staff understands the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

20.2.3 Staff should disclose any instances of harassment or bullying of which they become aware to either your manager or directly with Human Resources.

20.2.4 Questions about this policy and requests for training or information on dealing with bullying or harassment should be directed to either your manager or directly with

Human Resources.

20.2.5 This policy is reviewed annually by the Trust in consultation with HR.

20.2.6 Staff are invited to comment on this policy and suggest ways in which it might be improved by contacting your line manager.

20.3 What is harassment?

20.3.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

20.3.2 It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

20.3.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Unlawful harassment that involves conduct of a sexual nature is dealt with in our Sexual Harassment policy. Harassment is unacceptable even if it does not fall within any of these categories.

20.3.4 Harassment may include, for example:

a) Unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
b) Continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
c) Sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
d) Unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
e) Racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
f) Disclosing or threatening to disclose someone's sexual orientation or gender identity against their wishes;
g) Offensive emails, text messages or social media content; or
h) Mocking, mimicking or belittling a person's disability.

20.3.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

20.4 What is victimisation?

20.4.1 Victimisation includes subjecting a person to a detriment because they have done,

or are suspected of doing or intending to do, any of the following protected acts:

a) Bringing proceedings under the Equality Act 2010.
b) Giving evidence or information in connection with proceedings under the Equality Act 2010.
c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
d) Alleging that a person has contravened the Equality Act 2010.

20.4.2 Victimisation may include, for example:

a) Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment.
b) Excluding someone because they have raised a grievance about harassment.
c) Failing to promote someone because they accompanied another staff member to a grievance meeting.
d) Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

20.4.3 The Trust will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

20.4.4 If any harassment or victimisation of staff occurs, the Trust will take steps to remedy any complaints and to prevent it happening again. Action may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

20.4.5 Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

20.4.6 Third-party harassment can result in legal liability and will not be tolerated. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.

20.4.7 Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

20.4.8 The Trust will take active steps to try to prevent third-party harassment of staff. Action may include warning notices to customers or recorded messages at the beginning of telephone calls.

20.4.9 If any third-party harassment of staff occurs, the Trust will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any

criminal acts to the police, and sharing information with other branches of the business.

20.5 What is bullying?

20.5.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

20.5.2 Bullying may include overbearing and intimidating levels of supervision or inappropriate derogatory remarks about someone's performance. However, legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

20.6 If you are being harassed or bullied: informal steps

20.6.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or the human resources department, who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, then you should speak informally to the HR Department. If this does not resolve the issue, you should follow the formal procedure below.

20.6.2 If you are not certain whether an incident or series of incidents amounts to bullying or harassment, you should initially contact your line manager human resources informally for confidential advice.

20.6.3 If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

20.7 Raising a formal complaint

20.7.1 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to your manager or human resources, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to human resources.

20.7.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

20.7.3 If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager or human resources. If the matter concerns that

person, you should refer it to human resources.

20.7.4 Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

20.7.5 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

20.8 If you witness harassment or victimisation

20.8.1 Staff who witness harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

a) Intervening where you feel able to do so.
b) Supporting the victim to report it or reporting it on their behalf.
c) Reporting the incident where you feel there may be a continuing risk if you do not report it.
d) Cooperating in any investigation into the incident.

20.8.2 All witnesses will be provided with appropriate support and will be protected from victimisation.

20.9 Formal investigations

20.9.1 We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.

20.9.2 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a recognised, approved trade union representative of your choice, who must respect the confidentiality of the investigation.

20.9.3 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully who may also be accompanied by a colleague of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

20.9.4 Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

20.9.5 We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

20.9.6 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

20.9.7 At the end of the investigation, the investigator will submit a report to a senior manager. The senior manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a recognised, approved trade union representative to the meeting. A copy of the report and the senior manager's findings will be given to you and to the alleged harasser.

20.10 Action following the investigation

20.10.1 If the senior manager considers that there is a case to answer and the harasser or bully is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure. Where the disciplinary outcome is that harassment or bullying occurred, prompt action will be taken to address it. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem.

20.10.2 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

20.10.3 Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

20.11 Appeals

20.11.1 If you are not satisfied with the outcome you may appeal in writing to HR, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

20.11.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practical, the appeal hearing will be conducted by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or recognised, approved trade union representative to the meeting.

20.11.3 We will confirm our final decision in writing, usually within one week of the appeal

hearing. This is the end of the procedure and there is no further appeal.

20.12 Protection and support for those involved

20.12.1 Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation, must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

20.12.2 If you believe you have suffered any such treatment you should inform your line manager or human resources. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

20.13 Confidentiality and record keeping

20.13.1 Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

20.13.2 Where appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again

20.13.3 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Privacy Notice or Data Protection Policy.

21 Sexual Harassment Policy

21.1 Introduction

We are committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.

Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. We will take active steps to help prevent the sexual harassment and victimisation of all staff. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the Trust and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment may result in disciplinary action up to and including dismissal.

21.2 About this policy

21.2.1 The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

21.2.2 This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

21.3 Who does this policy apply to?

21.3.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

21.4 Who is responsible for this policy?

21.4.1 The governing board has overall responsibility for the effective operation of this policy but has delegated responsibility for overseeing its implementation to HR. Suggestions for change should be reported to HR.

21.4.2 Line managers have day-to-day responsibility for this policy and you should refer any questions about this policy to them in the first instance.

21.4.3 This policy is reviewed annually by the school/academy in consultation with HR.

21.5 What is sexual harassment?

21.5.1 Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or

creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.

21.5.2 It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

21.5.3 Sexual harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or
- offensive emails, text messages or social media content.

21.5.4 A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

21.5.5 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- Bringing proceedings under the Equality Act 2010.
- Giving evidence or information in connection with proceedings under the Equality Act 2010.
- Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- Alleging that a person has contravened the Equality Act 2010.

21.5.6 Victimisation may include, for example:

- Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
- Excluding someone because they have raised a grievance about sexual harassment.
- Failing to promote someone because they accompanied another staff member to a grievance meeting.
- Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

21.5.7 Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:

- In a work situation.
- During any situation related to work, such as at a social event with colleagues.
- Against a colleague or other person connected to us outside of a work situation, including on social media.
- Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

21.5.8 We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

21.5.9 If any sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

21.5.10 Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

21.5.11 Third-party sexual harassment can result in legal liability and will not be tolerated. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.

21.5.12 Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.

21.5.13 We will take active steps to try to prevent third-party sexual harassment of staff. These may include warning notices to customers or recorded messages at the beginning of telephone calls.

21.5.14 If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.

21.6 If you are being sexually harassed: informal steps

21.6.1 If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult, you should speak to your line manager or the HR Department, who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to the HR Department. If this does not resolve the issue, you should follow the formal procedure below.

21.6.2 If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager or the HR Department informally for confidential advice.

21.6.3 If informal steps are not appropriate, or have been unsuccessful, you should follow

the formal procedure set out below or refer to our Grievance Procedure.

21.7 Raising a formal complaint

21.7.1 If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your line manager or human resources. If the matter concerns your line manager, you should submit it to human resources.

21.7.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

21.7.3 If you wish to make a formal complaint about victimisation, you should submit it in writing to your line manager or human resources. If the matter concerns your line manager, you should submit it to human resources.

21.7.4 Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

21.7.5 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

21.8 If you witness sexual harassment or victimisation

21.8.1 Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

- Intervening where you feel able to do so.
- Supporting the victim to report it or reporting it on their behalf.
- Reporting the incident where you feel there may be a continuing risk if you do not report it.
- Co-operating in any investigation into the incident.

21.8.2 All witnesses will be provided with appropriate support and will be protected from victimisation.

21.9 Formal investigations

21.9.1 We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.

21.9.2 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a recognised, approved trade union representative of your choice, who must respect the confidentiality of the investigation.

21.9.3 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser who may also be accompanied by a colleague or recognised, approved trade union representative of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

21.9.4 Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

21.9.5 We will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.

21.9.6 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

21.9.7 At the end of the investigation, the investigator will submit a report to a senior manager. The senior manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a recognised, approved trade union representative to the meeting. A copy of the report and the senior manager's findings will be given to you and to the alleged harasser.

21.10 Action following the investigation

21.10.1 If the senior manager considers that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure. Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem.

21.10.2 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.

21.10.3 Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

21.11 Appeals

21.11.1 If you are not satisfied with the outcome you may appeal in writing to HR, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

21.11.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by a senior manager who has not been previously involved in the case and is senior to the individual who conducted the previous meeting. They may ask anyone previously involved to be present. You have the right to bring a colleague or recognised, approved trade union representative to the meeting.

21.11.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

21.12 Protection and support for those involved

21.12.1 Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

21.12.2 If you believe you have suffered any such treatment you should inform your line manager or human resources. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.

21.12.3 We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

21.12.4 Support and guidance can also be obtained from the following services:

- The Equality Advisory and Support Service (*www.equalityadvisoryservice.com*).
- Protect (*www.protect-advice.org.uk*).
- Victim support (*www.victimsupport.org.uk*).
- Rape crisis (*www.rapecrisis.org.uk*).
- Rights of women (England and Wales) (*www.rightsofwomen.org.uk*).

21.13 Reporting outcomes, confidentiality and record-keeping

21.13.1 Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

21.13.2 When appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

21.13.3 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Privacy Notice or Data Protection Policy.

22 Domestic Abuse Policy

22.1 About this policy

22.1.1 The Trust are committed to supporting staff affected by domestic abuse. We recognise that members of staff may experience domestic abuse and that this may have an adverse impact on their working lives.

22.1.2 The purpose of this policy is to:

a) recognise domestic abuse as an issue;
b) raise awareness of domestic abuse and its impact on work, including how we can provide a safe place of work for those experiencing domestic abuse;
c) encourage open conversations between line managers and staff;
d) empower line managers to respond appropriately to any disclosures that are made to them and provide appropriate support; and
e) direct staff to relevant advice and assistance.

22.1.3 This policy applies to all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

22.1.4 This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

22.1.5 Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that this data is sensitive and will handle it in a confidential manner.

22.2 Who is responsible for this policy?

22.2.1 Our governing board has overall responsibility for the effective operation of this policy. The Governing Board has delegated day-to-day operational responsibility, including regular reviews of this policy.

22.2.2 Any questions you may have about the day-to-day application of this policy, or about requesting training, should be referred to your line manager in the first instance.

22.3 Confidentiality

22.3.1 Any information shared with a line manager about domestic abuse will be treated as highly confidential and will not be shared internally, including to Human Resources, except where necessary and on a "need-to-know" basis. In addition, information about domestic abuse will not form part of an individual's personnel record. This means, for example, that the information will not be used as part of annual performance reviews or when giving references.

22.3.2 There may be occasions when it is appropriate for a line manager or others to share information provided to them about domestic abuse (whether internally, externally or both). Individuals should not hesitate to speak with their line manager if they

have any concerns about how their information might be shared.

22.4 What is domestic abuse?

22.4.1 In this policy, we use the term "domestic abuse" to refer to abuse which takes place between two individuals aged 16 years or over who are connected to each other. This could, for example, include individuals who are (or have previously been) in a relationship together, or who have a child together. It could also include individuals who are related to each other. We use the term "victim" to refer to the individual who has been, or is being, subjected to domestic abuse. However, we acknowledge that an individual may not identify as a victim and prefer to be described differently. We use the term "perpetrator" to describe the individual who has committed, or is committing, domestic abuse.

22.4.2 We recognise that domestic abuse is complex. It can take many forms and may involve a single incident or a pattern of behaviours. Examples of domestic abuse include but are not limited to:

a) psychological, emotional or economic abuse;
b) physical or sexual abuse;
c) controlling or coercive behaviour; and
d) violence or threats of violence.

Domestic abuse can involve, among other things, exploitation, subordination, manipulation, humiliation, harassment (including online harassment), isolation or intimidation. It may not necessarily be directed at the victim but nevertheless be intended to cause the distress (for example, it may be directed at children within the family unit or a colleague). It is extremely serious and may result in criminal proceedings.

22.4.3 The signs of domestic abuse are not always visible or obvious, and individuals experiencing abuse may attempt to hide the effects of that abuse. They may also provide an alternative explanation for any signs of abuse that are apparent to colleagues or be reluctant to engage in conversation. Some victims may not identify their experiences as those of domestic abuse at all.

22.4.4 We recognise that anyone can be affected by domestic abuse irrespective of sex, sexual orientation, gender reassignment, disability, race, age or any other protected characteristic. However, women are more likely to experience domestic abuse and be killed as a result of that abuse. In addition, some individuals may be vulnerable to domestic abuse because, for example, they are also disabled or have recently come out as transgender.

22.5 Domestic abuse is a workplace issue

22.5.1 We recognise that domestic abuse is a workplace issue for several reasons:

a) Abuse that an individual experiences at home is likely to have a direct impact on every aspect of their life, including their work life.
b) Staff members who work from home, whether for all or some of their working hours, may lack a safe space away from the perpetrator of the domestic abuse.

In addition, domestic abuse may extend to the workplace itself, even when the workplace is not the victim's home, as the perpetrator may harass the victim at work (for example, by attending the workplace in person or by telephoning or sending messages to the workplace).

c) Economic abuse is one of the most prevalent forms of domestic abuse. It may include attempts to interfere with the victim's work by, among other things:
   i. sabotaging career prospects (for example, by attempting to undermine an individual's reputation at work);
   ii. controlling working hours or ability to participate in work-related activities;
   iii. making the victim late for work or insisting on driving them to and from work;
   iv. destroying work clothes;
   v. isolating the victim from colleagues;
   vi. demanding that earnings be paid into a specific bank account or diverting monies paid into a joint account;
   vii. destroying the victim's confidence so that they feel unable to work; and
   viii. causing injuries (whether physical or psychological) that result in sickness absence.

22.5.2 We acknowledge that domestic abuse may be experienced by any staff member, irrespective of their level of seniority or role within the organisation. Whatever the individual's role, we recognise that their ability to concentrate and perform at work is likely to be affected and that domestic abuse may be the underlying reason for any capability, absence or conduct issues. Where this is the case, we encourage individuals to let their line manager know so that adjustments to our usual procedures can be made where appropriate.

22.5.3 We want all our staff members to be able to remain in, and thrive at, work. Given that domestic abuse may involve attempts to stop an individual's source of independent income (for example, by causing the individual to leave employment) or otherwise sabotaging an individual's career, we are particularly keen to provide support to staff members who may be at risk in this way. We will seek to identify ways in which we can help these individuals to remain in work. If a perpetrator contacts our workplace and attempts to undermine a staff member's name, position or reputation, we will speak with the staff member directly and discuss with them how we can protect their position. This may, for example, involve blocking calls from the perpetrator or denying them access to our buildings.

22.6 Encouraging open conversations

22.6.1 Domestic abuse can affect all sexes. All staff members should be aware of domestic abuse so that they can support those experiencing abuse or otherwise affected by abuse, whatever their sex, sexual orientation or other protected characteristic.

22.6.2 We encourage an environment in which colleagues can have open conversations about domestic abuse without fear of stigma or harassment. We will take any report of domestic abuse seriously and acknowledge that abusive behaviour is the responsibility of the perpetrator, not the victim.

22.6.3 While we do not expect staff members to become experts on domestic abuse, we

do expect all staff members to be supportive of colleagues who may be affected by domestic abuse at work. We also encourage staff members to be familiar with some of the signs of domestic abuse, while recognising that these signs may also be indicative of other issues. These signs may include but are not limited to:

a) persistent lateness or absenteeism (for example, because an individual is being prevented from leaving their house) or, conversely, spending an increased number of hours at work for no obvious reason;
b) reduced quantity or quality of work;
c) webcams being turned off during video calls;
d) changes in an employee's appearance (for example, wearing different clothes or more make-up to conceal injuries);
e) withdrawal from or lack of participation in work-related meetings and events;
f) isolation from family, friends and colleagues;
g) regular interruptions during the working day (for example, an individual receiving regular calls or messages which they find distressing and potentially needing to leave their desk to address the communications or to compose themselves if they are distressed);
h) lack of access to basic equipment or the internet when working from home (or monitoring of access);
i) interception of text and other messages, letters and emails;
j) control of finances (for example, wages being paid into a new bank account or an individual not being given enough money to buy food or pay bills); and
k) an individual assuming sole responsibility for childcare arrangements.

We provide training on domestic abuse to all line managers. If you are not a line manager but are interested in receiving training, please contact your line manager.

22.7 Who to speak with if you are experiencing domestic abuse

22.7.1 Anyone affected by domestic abuse should feel confident to speak with their line manager, a member of Human Resources, about the support they may need in relation to work. Any information shared by a victim of domestic abuse will not form part of their personnel record.

22.7.2 We expect line managers to be ready to have conversations with staff members about domestic abuse and what support is available. The role of the line manager is not to deal with the abuse itself but to provide support related to work and to direct an individual to external help. Any conversation must be treated sensitively and handled confidentially in accordance with our Data Protection Policy.

22.7.3 While line managers or colleagues approached by a staff member in relation to domestic abuse should attempt to agree next steps with the individual and maintain confidentiality, there may be occasions where it is appropriate for the matter to be escalated internally (for example, to a senior manager or a Domestic Abuse Champion or to an external agency where there are concerns about the safety of the individual or others connected to them, such as family members or work colleagues. Where possible, we will seek to obtain the consent of the individual before making any external disclosures, and any disclosures will be made on a strictly "need-to-know" basis. However, we will contact the police where we believe there to be an

imminent threat to life or risk of harm.

22.7.4 We will keep records of any incidents at work related to domestic abuse (for example, persistent telephone calls or visits) and note any actions taken. We will also keep a record of any reports of domestic abuse. These records will be handled confidentially in accordance with our Data Protection Policy and will not form part of a victim's personnel record.

22.8 Support and adjustments

22.8.1 We recognise that there is support we can offer to help victims of domestic abuse at work. While victims' needs will vary, we are committed to offering the following where possible and appropriate in the circumstances:

a) Paid time off work, at the discretion of your manager, to deal with issues such as moving to a safe house, refuge or new home, settling children into a new school or attending appointments with support providers.
b) Temporary adjustments to work patterns, hours or duties, as well as temporary flexible working arrangements outside those offered under our Flexible Working Policy.
c) Safe methods of communication (for example, providing a new work email address or telephone number).
d) An agreed code word or hand signal, so an individual can discreetly alert colleagues that they are experiencing domestic abuse.
e) A quiet room to make and receive confidential telephone calls during working hours.
f) A safe car parking space near the building.
g) Changes to workplace building security and surveillance.
h) Accompaniment on work-related trips.
i) Diversion of telephone calls and emails from a list agreed with any victim of domestic abuse.
j) Removal of the victim's work contact details and photographs from our website and other public platforms operated by us.
k) An agreed procedure with reception and other key contacts to ensure that details of a victim's whereabouts during working hours are not disclosed or made accessible.
l) Temporary redeployment to another role or work location.
m) Access to office space when an individual would otherwise be working from home.
n) Changes to office-based seating arrangements to ensure that a victim is sitting in a safe place and not in an isolated area on their own.
o) Payment of wages into a different bank account.
p) A temporary change to the date on which wages are paid.
q) Redirection of work-related mail, such as in relation to pension arrangements and private medical insurance.
r) Adjustments to disciplinary, capability and absence procedures where domestic abuse is a factor in any performance, conduct or absence issues.

This list is not intended to be exhaustive, and we encourage staff members to let their line managers know what other arrangements or adjustments may be helpful

given their circumstances. Decisions about what support can be offered will be made on a case-by-case basis, taking into account the needs of the victim and business requirements.

22.8.2 We encourage victims of domestic abuse to let us have emergency contact details for a trusted friend or family member and to let us know if personal information (for example, in relation to work-related benefits provided by us) should be updated. An individual's line manager should be contacted to provide this information in the first instance.

22.8.3 If an individual has left a domestic abuse situation and is trying to ensure that the perpetrator of the abuse cannot find them, we encourage the individual to speak with their line manager about what steps can be taken by us to reduce this risk. This may, for example, involve the removal of work contact details, names and photographs from our website and other public platforms operated by us, as well as some of the other steps outlined above.

22.8.4 Where the victim and perpetrator both work for us, we will discuss appropriate steps with the victim and consider whether a temporary change of role or relocation to a different workplace may be appropriate. We will also consider what, if any, investigation may be needed. During any investigation, the perpetrator will have an opportunity to respond to the allegations against them if they also work for us. Where possible, and if it is deemed appropriate following discussion with the victim, we will seek to ensure that it is the perpetrator's, not the victim's, work arrangements that are changed. We will also review access to our buildings, both to staff members and visitors.

22.8.5 Where an individual normally works from home for all or part of the working week, and we have concerns that the individual may be experiencing domestic abuse, we will seek to ensure that the individual is part of at least one telephone or video call with a colleague on each working day. If contact is lost, we will consider what steps may be appropriate in the circumstances.

22.8.6 We will always seek to agree with the staff member who is experiencing domestic abuse what will be communicated to colleagues, if any changes are obvious and may require explanation.

22.9 Risk assessments

22.9.1 We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may negatively impact on those experiencing domestic abuse. This may include identifying and addressing specific risks to the health and well-being of those experiencing domestic abuse, as well as identifying the risks of domestic abuse where an individual works from home.

22.10 Disciplinary action against perpetrators of domestic abuse

22.10.1 We will not tolerate domestic abuse in any form. Any employee who is alleged to have committed abuse in the workplace, during working hours or using our

equipment will be subject to disciplinary proceedings in accordance with our Disciplinary Policy. Where an employee's conduct is the subject of a criminal investigation, we will not usually await the outcome of any prosecution before deciding what action, if any, to take.

22.10.2 Conduct outside of work may also be treated as a disciplinary matter if we consider that it is relevant to the individual's employment with us, regardless of whether that conduct is subject to criminal investigation or not.

22.10.3 Where a staff member discloses their abusive behaviour to us, we will engage with that individual to identify sources of external help and support. We encourage all staff members to address their abusive behaviours of any kind and recognise that change may only be possible with the provision of external help.

22.10.4 In the event that a false allegation of domestic abuse is made by an employee either maliciously or deliberately, we will consider what disciplinary action, if any, is appropriate.

22.11 Other places you can go for help

22.11.1 While we are committed to supporting victims of domestic abuse at work, we are not experts on domestic abuse and recognise that not all staff members may feel comfortable speaking with their line manager, one of our Domestic Abuse Champions or a colleague about domestic abuse. The following offer a range of help and support:

- The *Domestic Violence Helpline*, run in partnership between Women's Aid and Refuge (0808 2000 247).

- The *Bright Sky App*, a mobile app and website operated in conjunction with Hestia for anyone experiencing domestic abuse, or who is worried about someone else.

- The *ManKind Initiative Domestic Support Service (MIDASS)* (01823 334244), which provides support to men experiencing domestic abuse.

- *Galop* (0900 999 5428), which provides support to LGBT+ people who have experienced a hate crime, domestic abuse or sexual violence.

- *Muslim Women's Network* (0800 999 5786), which provides a confidential listening service for Muslim girls or women.

- *Jewish Women's Aid* (0808 801 0500), which provides support to Jewish women and children affected by domestic and sexual violence.

- *Southall Black Sisters*, which provides an instant messaging service and support to Black (primarily Asian, African and African-Caribbean) women.

- *Respect*, which provides help for perpetrators.

22.11.2 We encourage all line managers to direct staff members who make disclosures of domestic abuse to these sources of external help, as appropriate.

22.12 Contacting the police when you cannot speak or are deaf or hard of hearing

22.12.1 If you are experiencing domestic abuse and are in danger, but you are unable to speak on the telephone, call 999, listen to the questions from the operator and, if you can, respond by coughing or tapping on the handset.

22.12.2 If you are calling from a mobile telephone, press 55 after calling 999 and this will transfer your call to the police. If you are calling from a landline and the operator can only hear background noise, you may be connected to a police call handler. If you replace the handset, the landline may remain connected for 45 seconds in case you pick up again. Calling 999 from a landline should automatically allow information about your location to be available to the call handler. This will not happen if you are calling from a mobile telephone.

If you are deaf or hard of hearing, text REGISTER to 999 to register with the emergency SMS service.

23 Anti-Corruption and Bribery Policy

23.1 Roles and responsibilities

23.1.1 The Finance & Audit Committee is responsible for:

- Ensuring that internal controls, procedures and policies are put in place that minimise the risk of fraud and corruption, including theft and bribery.
- Monitoring Trust procedures in relation to fraud.
- Approving this policy on an annual basis, ensuring that it remains adequate and appropriate for the needs of the school.
- Working with the Chief Finance Officer and Headteachers to establish effective recruitment procedures, ensuring that all candidates are thoroughly vetted prior to commencing their employment.
- Promoting an anti-fraud and corruption culture within the schools.
- Setting the standards for the schools and giving their full support to all systems and controls in place to assure probity.
- Ensuring that any business and personal interests of all members of the governing board are declared.
- Reporting any instances of suspected fraud or irregularity to the Trust's internal audit and risk officer.
- Ensuring that the schools meet its duties under the Academy Trust handbook to guard against fraud and theft by staff, contractors and suppliers.

23.1.2 Audit services is responsible for:

- Reporting concerns over inadequate fraud controls to the Chief Finance Officer and governing board.
- Recommending necessary changes and improvements to address any inadequacies.

23.1.3 The Headteacher is responsible for:

- Ensuring that all staff are aware of the Trust's policy on fraudulent and corruptive behaviour and understand the relevant Trust procedures.
- Setting high examples of conduct in their day-to-day work, which are beyond reproach.
- Publicising the Trust's commitment to fighting fraud and corruption.
- Working with the governing board to establish recruitment procedures, which ensure all candidates are thoroughly vetted prior to commencing their employment.
- Ensuring and monitoring the Trust's compliance with internal controls and agreed policies and procedures related to fraud and corruption.
- Commencing disciplinary action where appropriate.
- Informing the Chief Finance Officer, of any indications of fraudulent activity and alleged financial irregularities.
- Declaring any business and personal interests, as well as any interests or offers of gifts or hospitality, which could be related to the performance of their professional duties.

23.1.4 All members of staff are responsible for:

- Upholding the anti-fraud and corruption culture within the school.

- Adhering to the School's policies and procedures in relation to fraud and corruption, including acts of bribery and theft.
- Ensuring they are familiar with the indicators of potential fraud, in addition to common types of fraud and irregularities that may occur within the school.
- Reporting any instances of suspected fraud or irregularity, no matter how trivial they may seem, to the Chief Finance Officer.
- Declaring to the Chief Finance Officer any business and personal interests held, as well as any offers of gifts or hospitality, which are in any way related to the performance of their duties in relation to the school.
- Ensuring that the Trust's reputation and assets are protected against fraud.

23.1.5 The School Business Professional is responsible for:

- Implementing and maintaining adequate systems of internal control to prevent and detect fraud.
- Ensuring that all relevant staff are adequately trained on internal controls and procedures that need to be complied with.
- Implementing any changes to the internal controls and procedures that may have been identified as a result of a fraud or irregularity investigation, to prevent further instances of fraud or corruption.
- Informing the Chief Finance Officer of any indications of fraudulent activity and alleged financial irregularities.
- Declaring to the Chief Finance Officer any business and personal interests, as well as any interests or offers of gifts or hospitality, which are in any way related to the performance of their duties in relation to the school.
- Maintaining an up-to-date gifts and hospitality register.

23.1.6 All governors and staff, including volunteers, temporary staff and third parties, are responsible for:

- Demonstrating the highest standards of honesty, probity, openness and integrity in the discharge of their duties. This includes:
    - Compliance with the provisions outlined in this policy.
    - Contributing to a framework within which counter-fraud arrangements will flourish.
    - Promoting an anti-fraud and corruption culture.
    - Reporting their concerns in relation to fraud.
    - Reporting any breach of this policy to the Chief Finance Officer.
    - Providing information about any conflicts of interest and direct or indirect pecuniary interests to the Chief Finance Officer.

23.2 Creating an ethical culture

23.2.1 The creation of an ethical, anti-fraud culture underpins all the work done by the school to counter fraud and other irregularities.

23.2.2 All staff are expected to act with high levels of integrity and to adhere to the rules outlined in this policy.

23.2.3 All individuals and organisations that work with the Trust must act with integrity.

23.2.4 Anti-fraud awareness training is held for all staff on an annual basis, to ensure staff understand the risk of fraud faced by the school.

23.2.5 Specific training is also provided to staff with responsibility for the school's internal controls.

23.2.6 There are clear reporting mechanisms in place as outlined below and all staff are aware of, and follow, these procedures.

23.3 Preventing fraud and corruption

23.3.1 Fraud and corruption are minimised through effectively designed and consistently implemented management procedures which deny opportunities for fraud and corruption.

23.3.2 The Headteacher and SBP assess the areas of the school that are most vulnerable to fraud on a termly basis.

23.3.3 Fraud risks are identified for all areas and processes of the school and are assessed in terms of impact (including monetary and non-monetary) and the likelihood of occurrence.

23.3.4 Robust internal controls are in place to manage the risk of fraud, these cover the following areas:

- Approval and authorisation process of transactions
- Access restrictions and transaction controls
- Account reconciliations
- Physical security of assets
- Segregation of responsibilities

23.3.5 Pre-employment checks Internal controls are reviewed on an annual basis by the SBP to ensure they remain effective and are being consistently applied.

23.3.6 Financial procedures and systems reflect the need for internal checks and internal controls. All staff that are involved in the implementation of these controls are provided with training.

23.3.7 Robust IT procedures are put in place, including restricting access to certain systems. Other steps taken towards ensuring IT security are outlined in **Cybercrime and cybersecurity** below.

23.3.8 All staff will follow the Staff Code of Conduct.

23.3.9 Recruitment is conducted in line with the Recruitment Policy and all new staff are required to declare any business or pecuniary interests, and any other conflicts of interest.

23.3.10 Following a case of fraud or irregularity, the risk management strategy is reviewed to ensure it considers all relevant risks and is effective.

23.4 Indicators of fraudulent activity

23.4.1 Some actions and behaviours may give cause for concern, arouse suspicion and possibly indicate fraudulent activity and these should be brought to the attention of the Headteacher and SBP and the individual in question will be closely monitored.

23.4.2 All staff are vigilant to the risks of fraud.

23.4.3 Clarification is sought from the Headteacher or SBP if there are any questions over whether a factor is considered an indicator of fraud.

23.4.4 The Trust recognises that the presence of any of these indicators may not be a cause for concern; however, they will always be investigated appropriately.

23.4.5 It is important to note that any one of these on its own may be perfectly innocent and a function of carrying out normal duties; however, a combination of the factors may give cause for concern.

23.5 Reporting suspected fraud

23.5.1 Concerns regarding fraudulent activity are reported to the Chief Finance Officer or, where there are concerns over the Chief Finance Officer, the Chief Executive Officer.

23.5.2 Concerns can be raised in person, via email or telephone, or by using a Fraud Reporting Form.

23.5.3 Under no circumstances will staff investigate the matter themselves.

23.5.4 Any concerns are reported immediately in the knowledge that such concerns are treated in confidence and properly investigated.

23.5.5 If a member of staff wishes to report a fraud concern anonymously or wishes to seek advice about how to deal with an allegation of fraud, they should contact the DFE whistleblowing hotline.

23.5.6 Procedures outlined in the Whistleblowing Policy are followed to report concerns where the normal reporting procedure is not appropriate. The Whistleblowing Policy can be found on the school's website or obtained from the school office. Staff who raise concerns in good faith are supported by the school and the school ensures that they are not subjected to any detrimental treatment as a consequence of their report. Any instances of detrimental treatment against a member of staff for reporting a suspicion are treated as disciplinary offences.

23.5.7 Claims are, in the first instance, investigated by the Chief Finance Officer to ascertain the basic facts. If the claim concerns the Chief Finance Officer, the Chief Executive Officer ascertains the basic facts.

23.5.8 Subject to the findings, the matter is reported to the internal audit and risk officer,

which may result in a full internal investigation.

23.5.9 Suspects are not made aware that they are under investigation until agreed by the internal audit and risk officer.

23.5.10 No information concerning suspicions of fraud or corruption are reported to the press, media or any other third party. Such disclosures may damage the investigation and any subsequent actions to be taken.

23.5.11 The appointed anti-fraud team has full right of access to examine any necessary documents and the contents of school property, including the examination of computers and related equipment, as well as to undertake interviews with staff members.

23.5.12 The investigation process includes:

- Gauging the credibility of the allegation.
- Securing evidence and ensuring it is retained in the original format.
- Interviewing witnesses.
- Taking statements.
- Interviewing potential suspects.
- Liaising with Leaders and governing board, as well as external agencies where necessary.

23.5.13 The anti-fraud team works closely with the Chief Finance Officer and governing board in fraud related cases involving disciplinary investigation.

23.5.14 Cases of fraud are also reported to Action Fraud via their website or via their hotline: **0300 123 2040**.

23.5.15 Where fraud is proven, this constitutes gross misconduct, and cases are dealt with in accordance with the Trust's disciplinary procedures.

23.5.16 Where appropriate, the school refers cases to the police for them to consider taking criminal action.

23.5.17 The school will seek to apply appropriate criminal, civil and disciplinary sanctions to all cases of proven fraud and corruption.

23.6 Recovery of losses

23.6.1 Where practicable, the school seeks to recover any losses incurred as a result of fraud or corruption.

23.6.2 The governing board is immediately informed of any potential loss and provided with details of the case and any recovery action being undertaken.

23.6.3 If an individual under investigation offers money in settlement of losses to the school, the monies are accepted without prejudice to any other action the school may wish to take.

23.6.4 Money will only be accepted in respect of losses to date and the school will reserve the right to seek the recovery of further losses that may come to light in the future.

23.6.5 The school will only claim under insurance arrangements once all other avenues of recovery have been exhausted.

23.7 Gifts and hospitality

23.7.1 All staff must act in line with the Anti-bribery Policy.

23.7.2 It is not acceptable for staff to:

- Give, promise or offer a payment, gift or hospitality with the expectation or hope that an advantage for the school will be received, or to reward an advantage already received.
- Give, promise or offer a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure.
- Accept payment from a third party if they know or suspect that it is offered with the expectation of a business advantage in return.
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns regarding bribery.
- Engage in any activity that may lead to a breach of the Anti-bribery Policy.

23.7.3 The school does not prohibit normal and appropriate hospitality or gifts (both given and received) if the following requirements are met:

- It is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in exchange for favours or benefits
- It is given in the school's name, not an individual's name
- It complies with local law
- It does not include cash or a cash equivalent, e.g. vouchers or gift certificate
- It is appropriate in the circumstances, e.g. the giving of small gifts at Christmas time
- The type and value of the gift is reasonable given the reason the gift is offered
- It is given openly, not secretly
- Gifts should not be offered to, or accepted from, government officials or representatives without the prior approval of the Chief Finance Officer

23.7.4 Gifts of a value of £30 or less can be accepted from parents and pupils without approval from the Chief Finance Officer (providing that these gifts do not satisfy the conditions outlined above). These gifts do not need to be recorded in the Gifts and Hospitality Register.

23.7.5 Any gifts and hospitality given or received are recorded on the Gifts and Hospitality Register.

23.7.6 The advice of the school is to, in all circumstances, consider whether the gift or hospitality is reasonable and justified, and to consider the intention behind the gift.

23.8 Charitable donations

23.8.1 Charitable donations are part of the school's wider purpose. The school supports several carefully selected charities. The school may also support fundraising events involving staff. The school only makes charitable donations that are legal and ethical. No donation must be offered or made in the school's name without the prior approval of the SBP.

23.9 Reporting suspected bribery

23.9.1 Members of staff are encouraged to raise concerns about any suspicion of bribery or corruption at the earliest possible opportunity. Issues that should be reported include:

- Any suspected or actual attempts at bribery.
- Any concerns that a member of staff may be in receipt of bribes.
- Any concerns that a member of staff may be offering or delivering bribes.

23.9.2 All concerns should be reported following the procedure set out in the Trust's Whistleblowing Policy.

23.9.3 All reports of bribery are investigated thoroughly and in a timely manner by the Chief Finance Officer in the strictest confidence. Members of staff are required to assist in any investigation into possible or suspected bribery.

23.9.4 Members of staff who raise concerns in good faith are supported by the school and the school ensures that they are not subjected to any detrimental treatment as a consequence of their report. Any detrimental treatment against a member of staff for reporting a suspicion is treated as a disciplinary offence.

23.9.5 The school invokes disciplinary procedures where any member of staff is found guilty of bribery, and this may result in a finding of gross misconduct and immediate dismissal. The school may terminate the contracts of any associated persons, including consultants or other workers acting for, or on behalf of the school, who are found to have breached this policy.

23.9.6 Where appropriate, the school refers cases to the police for them to consider taking criminal action.

23.9.7 The school seeks to apply appropriate criminal, civil and disciplinary sanctions to all cases of proven bribery.

23.10 Confidentiality

23.10.1 The school understands that the decision to report a concern can be a difficult one to make.

23.10.2 Victimisation or harassment of anyone who has made a report is never tolerated.

23.10.3 Where possible, the identity of the person who made the report is kept confidential

– their identity is only shared on a need-to-know basis.

23.11 Cybercrime and cybersecurity

23.11.1 The Trust is vigilant of cybercrime and clear cybersecurity measures are in place, as outlined via SLA with ONE IT.

23.11.2 The following measures are in place specifically relating to addressing the risk of fraud, theft and/or irregularity:

- Firewalls, anti-virus software and strong passwords are used
- Data is routinely backed up
- A restricted number of devices are used to access data
- Staff receive training to ensure they:
    - Check the sender of an email is genuine before, for example, sending payment, data or passwords.
    - Make direct contact with the sender where an email requests a payment – this is done in person where possible, but at a minimum, staff must use another method other than the direct reply function.
    - Understand the risks of using public Wi-Fi.
    - Understand the risks of not following payment checks and measures.

23.11.3 Any suspected incidents of fraud, theft and/or irregularity relating to cybersecurity are reported and managed as outlined above.

23.12 Record keeping

23.12.1 The school keeps financial records and has appropriate internal controls to provide evidence for business reasons and for making payments to third parties. Members of staff must make the Chief Finance Officer aware of all hospitality or gifts received or offered over the value of £50 – these are subject to managerial review.

23.12.2 Members of staff expense claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the Trust's Expenses Policy.

23.12.3 All invoices, accounts and related documents are prepared and maintained with the highest accuracy and completeness.

23.12.4 No accounts are kept "off-book".

23.13 Monitoring and review

23.13.1 This policy is reviewed on an annual basis by the governing board**,** SBP and the Headteacher.

24 Staff Code of Conduct

24.1 Safeguarding pupils

24.1.1 In accordance with 'Keeping children safe in education' 2023 (KCSIE), all staff members have a responsibility to safeguard pupils by:

- Providing help and support to meet the needs of pupils as soon as problems emerge.
- Protecting pupils from maltreatment, whether that is within or outside the home, including online.
- Preventing the impairment of pupils' mental and physical health or development.
- Ensuring that pupils grow up in circumstances consistent with the provision of safe and effective care.
- Taking action to enable all pupils to have the best outcomes.

24.1.2 All staff members have a responsibility to ensure that they provide a learning environment in which pupils feel safe, secure and respected.

24.1.3 To effectively safeguard pupils, staff members are required to follow the procedures outlined in this Staff Code of Conduct policy and the Child Protection and Safeguarding Policy.

24.1.4 All staff must ensure that they do not act in a way that may put pupils at risk of harm, or lead others to question their actions. Staff should also be aware of the role of the DSL and when to contact them.

24.1.5 In accordance with the Trust's Child Protection and Safeguarding Policy and each individual school's Behaviour Policy, staff members will be prepared to identify pupils who may be subject to, or at risk of, the following types of abuse, neglect and exploitation, including, but not limited to, the following:

- Physical abuse
- Emotional abuse
- Sexual abuse
- Neglect
- Child-on-child abuse
- Serious violence
- FGM
- Child Sexual Exploitation (CSE)
- Child Criminal Exploitation (CCE)
- Domestic abuse

24.1.6 Staff will also be expected to understand that mental health problems can, in some cases, be an indicator that a pupil has suffered or is at risk of suffering abuse, neglect or exploitation.

24.1.7 In accordance with the Trust's Child Protection and Safeguarding Policy, staff will also be aware that the following factors could increase a pupil's risk of being subject to safeguarding issues, including but not limited to:

- Pupils who need a social worker (Child in Need and Child Protection Plans)
- Children absent from education, particularly if on repeat occasion and/or long periods of time
- Elective Home Education (EHE)
- Pupils requiring mental health support
- LAC, previously LAC and care leavers
- Pupils with SEND or health issues
- Pupils who identify as or perceived to be LBGTQ+

24.1.8 If a staff member has any concerns about a pupil's welfare, they will act on them immediately. They will follow the necessary reporting and referral procedures outlined in the Child Protection and Safeguarding Policy and speak to the DSL. Staff will be aware of the procedures to follow if a pupil tells them they are experience abuse, exploitation, or neglect.

24.1.9 In all cases, if a member of staff feels unsure as to whether an incident or pupil would be classed as a safeguarding concern, they will speak directly to the DSL. Staff will not assume a colleague will take action and share information that might be critical in keeping children safe.

24.1.10 Staff will recognise, acknowledge, and understand that even if there are no reports of child-on-child abuse in the school, this does not mean it is not happening. Staff will understand the scale of harassment and abuse and challenge inappropriate behaviours between peers that are abusive in nature and report any concerns regarding any form of abuse to the DSL without undue delay.

24.1.11 Any staff member that has concerns about a staff member's (including volunteers and supply staff or an individual using school premises to host extra-curricular activities) actions or intent or believes these actions may lead to a pupil being put at risk of harm will report this in line with the Whistleblowing Policy to the headteacher immediately so appropriate action can be taken.

24.1.12 Upskirting is not tolerated by the school and any incidents of upskirting must be reported to the Designated Safeguarding Lead (DSL) who will decide on the next steps to take, which may include involving the police.

24.1.13 If a staff member feels unable to raise an issue with the school, they will use other whistleblowing channels, including contacting the NSPCC's helpline on 0800 028 0285 (between the hours of 8:00am and 8:00pm Monday to Friday) or email help@nspcc.org.uk. Staff members can also access guidance at www.gov.uk/whistleblowing.

24.1.14 The Trust's designated safeguarding lead is Julia Armstrong, CEO.

24.1.15 If the concern is regarding the Headteacher, staff will report this to the Chief Executive Officer.

24.1.16 All staff will partake in the appropriate safeguarding and child protection training; including online safety, at induction, additionally, all staff will receive regular

safeguarding and child protection updates at least annually to continue to provide staff members with relevant skills and knowledge to safeguard children effectively.

24.1.17 Staff will be aware that confidentiality will never be promised to a pupil – staff will understand the procedure for if a pupil discloses a potential safeguarding issue, in accordance with the Trust's Child Protection and Safeguarding Policy.

24.1.18 Staff will be aware of the school's legal duty to refer anyone who has harmed, or poses a risk of harm to, a child or vulnerable adult to the DBS – this includes where:

- The harm test is satisfied in respect of that individual
- The individual has received a caution or conviction for a relevant offence, or if there is reason to believe that the individual has committed a listed relevant offence
- The individual has been removed from working in regulated activity or would have been removed if they had not left their post.

24.2 Pupil Development

24.2.1 Staff must comply with academy policies and procedures that support the well-being and development of pupils.

24.2.2 Staff must co-operate and collaborate with colleagues and with external agencies where necessary to support the development of pupils.

24.2.3 Staff must follow reasonable instructions that support the development of pupils.

24.3 Honesty and Integrity

24.3.1 Staff must maintain the highest standards of honesty and integrity in their work. This includes the handling and claiming of money and the use of academy property and facilities.

24.3.2 All staff must comply with the Bribery Act 2010. A person may be guilty of an offence of bribery under this act if they promise or give financial advantage or other advantage to someone; or if they request, agree or accept, or receive a bribe from another person. If you believe that a person has failed to comply with the Bribery Act, you should refer to the Whistleblowing Procedure.

24.4 Attendance

24.4.1 The school expects that staff members will:

- Attend work in accordance with their contract of employment and associated terms and conditions in relation to hours, days of work and holidays.
- Comply with the schools/academy's notification of sickness absence procedures
- Make routine medical and dental appointments outside of their working hours or during holidays where possible.
- Refer to the Trust's Staff Leave of Absence Policy if they need time off for any reason other than personal illness.

- Follow the school's absence reporting procedure when they are absent from work due to illness or injury.

24.5 Professional behaviour and conduct

24.5.1 Staff members are expected to treat other colleagues, pupils, parents, and external contacts with dignity and respect.

24.5.2 Staff will:

- have proper and professional regard for the ethos, policies and practices of the school.
- Maintain high standards in their attendance and punctuality.
- Take care of themselves and others affected by their activity at school.
- Cooperate with school leaders in meeting their duties under the relevant regulations.
- Treat pupils, parents, colleagues and external contacts with dignity and respect.
- Observe proper boundaries appropriate to their professional position, showing tolerance of and respect for the rights of others.
- Inform the headteacher if they are subject to a criminal conviction, caution, ban, police enquiry, investigation or pending prosecution.
- Be aware that professional behaviour and conduct is expected to be extended to extracurricular trips and visits.
- Act appropriately in terms of the views they express – in particular, political views – and the use of school resources at all times.

24.5.3 Staff will not:

- Use foul or abusive language.
- Perpetrate discrimination, bullying, harassment, or intimidation, including physical, sexual and verbal abuse.
- Misuse or misrepresent their position, qualifications, or experience.
- Seek to bring the school into disrepute.
- Use school resources for political purpose

24.6 Conduct outside of work

24.6.1 Staff may undertake work outside school, either paid or voluntary, provided that it does not conflict with the interests of the school. The nature of the work cannot be seen to bring the school into disrepute, nor be at a level which may contravene the working time regulations or affect an individual's work performance.

24.6.2 All members of staff must declare any other business interests outside of the school that may be connected either to the supply of goods/services to the school or be rewarded through association with the academy.

24.6.3 Staff will not engage in outside work which could seriously damage the reputation and standing of the school or the member of staff's own reputation, or the reputation of other members of the school community. In particular, criminal offences that involve violence, possession or use of illegal drugs or sexual misconduct are unacceptable.

24.6.4 Staff must exercise caution when using information technology and be aware of the risks to themselves and others. Staff will not engage in inappropriate use of social network sites which may bring themselves, the Trust, school, school community or employer into disrepute.

24.6.5 Staff must only use their academy email account when communicating electronically with pupils, parents and colleagues.

24.7 Smoking, alcohol and other substances

24.7.1 Staff will not smoke or vape on, or within a one-mile radius of, the school premises and whenever in the sight of pupils, parents or visitors.

24.7.2 Staff will not smoke or vape whilst working with or supervising pupils off-site, such as when on educational visits and trips.

24.7.3 Staff will report for work and remain in a condition to perform their duties free from the effect of drugs, alcohol or any other substances that may hinder judgment and cause changes in behaviour, this does not include over-the-counter painkillers such as paracetamol.

24.7.4 The taking of illegal drugs or alcohol during working hours is unacceptable and will not be tolerated. Staff members must never attend work under the influence of alcohol or illegal drugs.

24.7.5 If alcohol or drug usage impacts on a staff member's performance, the school has the right to discuss the matter with the member of staff and take appropriate action in accordance with the Trust's disciplinary procedures, including referral to the police.

24.8 Health and safety

24.8.1 Staff members will:

- Be familiar with and adhere to the Trust's Health and Safety Policy and ensure that they take every action to keep themselves and everyone in the school environment safe and well.
- Comply with health and safety regulations, adhering to any rules, routines and procedures in place, cooperate with school leaders and colleague on matters relating to health and safety.
- Use any safety equipment and protective clothing which is supplied to them.
- Comply with hygiene requirements.
- Comply with accident reporting requirements.
- Inform the Headteacher of any paid work which is undertaken elsewhere, for compliance with The Working Time Regulations 1998 (as amended).

24.9 Declaration of interests

24.9.1 The school is aware that situations may arise where family interests or loyalties conflict with those of the school; however, staff have an obligation to act in the best

interests of the school community to avoid situations where there may be a potential conflict of interest.

24.9.2 All staff will be able to demonstrate that they do not have a vested interest in any decision-making or budget spending. All declarations will be submitted in writing to the headteacher for inclusion on the school's Declared Conflicts of Interest Register.

24.9.3 Failure to make a relevant declaration of interests is a serious breach of trust and, therefore, if employees are in doubt about a declaration, they are advised to contact the school or trade union.

24.9.4 Any member of staff found to be withholding information about a conflict of interest will be subject to disciplinary action in line with the Disciplinary Policy and Procedure.

24.9.5 Staff and volunteers will be responsible for:

- Following the provisions outlined within the school's Conflict of Interests Policy.
- Declaring any conflicts of interest.
- Acting in accordance with this policy at all times.
- Identifying any conflicts of interest that have not been previously declared.
- Following the school's Whistleblowing Policy where there are concerns that a conflict of interest has not been declared, and an individual might have subsequently benefitted.
- Ensuring that all individuals in a discussion do not have a vested interest in the subject.
- Informing the headteacher of any relatives who may have a declarable interest.
- Consider whether they need to declare their relationship with any individual where this might cause a conflict with school activities.

24.9.6 Staff members are required to declare their interests, both personal and financial, where the group or organisation they are affiliated with would be considered to be in conflict with the ethos of the school.

24.9.7 For the purposes of this policy, a financial conflict of interest is one where there is, or appears to be, opportunity for personal financial gain, financial gain for close relatives or friends, or where it may be reasonable for a third party to take the view that financial benefits may affect an individual's actions.

24.9.8 The term 'financial interest' means anything of monetary value, including the following:

- Payments for services
- Equity interests
- Intellectual property rights
- Hospitality or gifts

24.9.9 Examples of financial interests that must be declared include, but are not limited to, equity interests in services considered for use by the school.

24.9.10 Non-financial conflicts of interest can also come into conflict, or be perceived to come into conflict, with an individual's obligations or commitments to the school.

These interests may include any benefit or advantage including, but not limited to, direct or indirect enhancement of an individual's career or gain for immediate family or someone with whom the individual has a close relationship.

24.9.11 Examples of situations that could give rise to non-financial conflicts of interest include the following:

- Pressure or temptation to accept gifts, inducements or hospitality
- Participating in the appointment, hiring, promotion, supervision or evaluation of a person with whom the individual has a close personal relationship
- Where a member of staff has or develops a close personal relationship with a colleague

24.9.12 Membership to a trade union or staff representative group does not need to be declared.

24.9.13 Staff members will also carefully consider whether they need to declare their relationship with any individual where this might cause a conflict with school activities.

24.9.14 Failure to make a relevant declaration of interests is a very serious breach of trust and, therefore, if staff are in doubt about a declaration, they are advised to contact the school or trade union.

24.9.15 All declarations, including nil returns, will be submitted in writing to the Headteacher for inclusion on the Register of Business Interests.

24.10 Relationships with pupils

24.10.1 The school expects that staff will:

- Maintain professional boundaries and relationships with pupils at all times, and will consider whether their actions are warranted, proportionate, safe and necessary.
- Act in an open and transparent way that would not lead to others questioning their actions.
- Ensure that they do not establish social contact with pupils for the purpose of securing a friendship, or to pursue or strengthen a relationship.
- Ensure that they do not develop personal or sexual relationships with pupils: this includes sexual remarks and discussing their own sexual relationships with, or in the presence of, pupils.
- Only contact pupils via the school's established mechanisms: personal phone numbers, email addresses or social media platforms will not be used to contact pupils.

24.10.2 Under the Sexual Offences Act 2003, it is an offence for a person aged 18 or over to have a sexual relationship with a child under 18 where that person is in a position of trust in respect to that child, even if the relationship is consensual.

24.11 Physical contact with pupils

24.11.1 All staff members will respect the personal space and privacy of all pupils and will avoid situations which unnecessarily result in close physical contact.

24.11.2 The school understands that there are circumstances in which it is entirely necessary for staff to have physical contact with pupils, e.g. when applying first aid and assisting with intimate care, but staff will only do so in a professional and appropriate manner in line with relevant school policies.

24.11.3 When physical contact is made with pupils, it is imperative that it is conducted in a way which is responsive to the pupil's needs, is of limited duration and is appropriate to their age, stage of development, gender and background.

24.11.4 Staff will seek the pupil's permission, where possible, before initiating contact.

24.11.5 Staff will always use their professional judgement when determining what physical contact is appropriate, as this may differ between pupils. As such, the pupil's feelings and wishes will always be taken into account.

24.11.6 Staff will never touch a pupil in a way which is indecent and will always be prepared to explain their actions.

24.11.7 Staff will be aware that even well-intentioned physical contact may be misconstrued by a pupil, an observer or by anyone to whom this action is described and, therefore, will be prepared to justify their actions.

24.11.8 Staff will not engage in rough play, tickling or play fights with pupils.

24.11.9 Extra caution will be taken where it is known that a pupil has previously suffered from abuse or neglect.

24.11.10 Physical contact will never be secretive; if a member of staff believes an action could be misinterpreted, this will be reported to the Headteacher, and appropriate procedures will be followed.

24.11.11 Where it is necessary in PE classes for teachers to demonstrate use of equipment, this will be conducted with another member of staff if possible. If a pupil is required to participate, their consent will be given before doing so.

24.11.12 If a child is in distress and in need of comfort as reassurance, staff may use age-appropriate physical contact, such as placing their hand on the pupil's shoulder. Staff will remain self-aware of their actions at all times and ensure that their contact is not threatening, intrusive or subject to misinterpretation.

24.11.13 The school acknowledges that situations may arise in which staff members will be required to use physical intervention, and in some cases reasonable force, in order to manage conflict, disruption and distressed behaviour when other measures have failed to do so. In these cases, staff will ensure that actions such as safe touch and reasonable force are used in a correct and safe manner, in accordance with the relevant legislation and national guidance and in line with the school's Behavioural policy & procedures.

24.11.14 In all interactions with pupils, staff will always behave and act in a respectful and professional manner and staff will be aware that extra caution and consideration may be needed where it is known that a pupil has previously suffered from abuse or neglect.

24.12 Showering and changing

24.12.1 Pupils are entitled to respect and privacy whilst they are changing before/after PE; however, a level of supervision is required to ensure that pupils are safe, and that they are not subjected to bullying.

24.12.2 The supervision will be appropriate to the needs and ages of the pupils, and sensitive to the potential for embarrassment.

24.12.3 Staff will adhere to the appropriate policies and risk assessments, e.g. PE risk assessment and ensure that appropriate supervision and support is given to all pupils, including those who may need assistance with showering and changing.

24.12.4 Where possible, female staff will supervise girls and male staff will supervise boys.

24.12.5 Staff will announce their intention of entering the changing room to allow pupils to maintain their privacy and will only remain in the changing room for as long as is necessary.

24.12.6 Staff will never change or shower in the same area as pupils.

24.13 Transporting pupils

24.13.1 Staff are aware that the safety and welfare of pupils is the responsibility of the school until pupils are with their parents. The school is committed to taking all possible safety measures to ensure the safety of pupils.

24.13.2 When it is necessary to transport pupils off-site, staff will ensure that the transport arrangements of the vehicle meet all legal requirements, they have an appropriate licence and the vehicle is roadworthy, has a valid MOT certificate and is insured.

24.13.3 Staff will gain consent from parents before transporting pupils and will be aware that the welfare of all pupils in the vehicle is their responsibility.

24.13.4 Staff will only use their own vehicle to transport pupils where there is no practical or reasonable alternative, and where agreed upon by the headteacher and parents in advance of the journey. Only members of staff with the appropriate level of DBS check and safeguarding and behaviour management training will be permitted to transport pupils.

24.13.5 When using their own vehicle to transport pupils, staff will ensure that their driving insurance is valid for the purposes of business use, including cover for persons travelling as business passengers.

24.13.6 Two or more staff will be present in the vehicle to avoid any discrepancy regarding safeguarding concerns.

24.14 Financial inducements

24.14.1 Staff members will:

- Familiarise themselves and comply with the school's financial regulations.
- Declare to the governing board, in writing, any gifts received, with the exception of:
  - Low cost, functional items suitable for business rather than personal use and displaying the supplier's logo – these items may be accepted.
  - Gifts offered by parents or pupils to school staff to express their gratitude, but staff members should always refuse monetary gifts.
  - Hospitality in the form of meals and drinks where it is part of a normal business meeting.
  - Authorised visits to exhibitions, demonstrations, conferences, business meals and social functions in connection with the school's business, which shall be at the school's expense.
- Not accept a personal gift, payment, or other incentive from a business contact – any such gifts should be returned.
- Declare any gift that cannot be returned to the governing board, who will decide how it will be used.
- Only accept offers to specific events after authorisation from the governing board.

24.15 Acceptable use of technology

24.15.1 Staff are required to employ the highest security settings on any personal profiles they may have.

24.15.2 Staff will not engage in inappropriate use of social networking sites including contacting pupils or their family members, accepting or inviting friend requests from pupils or their family members, or following pupils or their family members on social media.

24.15.3 The school understands that some staff members are also parents of pupils at the school and, therefore, may wish to contact other parents. When doing so, staff will exercise their professional judgement and will not contact family members on social media if this would lead to a conflict of interest.

24.15.4 Staff will remain mindful of their use of social media and their web-based presence including written content, videos or photographs, and views expressed directly or indirectly which may bring themselves, the Trust, school or the school community into disrepute.

24.16 Premises, equipment and communication

24.16.1 Members of staff are responsible for:

- Being aware of and following the requirements any school/trust's Security policies and procedures.

- Securing windows and doors when rooms are not in use.
- Ensuring that visitors sign in and out at the school office.
- Challenging any unidentified individuals and notifying the headteacher of any unauthorised person.
- Securing valuable equipment after use.
- Ensuring the security of school equipment when taken off the school premises, such as laptops.
- Accessing the school premises in accordance with the school's Key Holder Policy.
- Acting in accordance with the school's Data Protection Policy and Data and Cyber-security Breach Prevention and Management Plan, ensuring that data and information is secure.
- Reporting any minor security concerns to the headteacher.
- Reporting major security concerns directly to the police or emergency services, where appropriate.
- Carrying their school ID with them at all times.
- Being responsible for the security of any of their own property that they bring to the school site.

24.16.2 School equipment and systems are available only for school-related activities and will not be used for the fulfilment of another job or for personal use, unless specifically authorised by the Headteacher.

24.16.3 Illegal, inappropriate or unacceptable use of school equipment or communication systems may result in disciplinary action and, in serious cases, could lead to a member of staff's dismissal.

24.16.4 Members of staff receiving inappropriate communication or material, or who are unsure about whether something they propose to do might breach this policy, should seek advice from the Headteacher.

24.16.5 The school reserves the right to monitor emails, phone calls, internet activity or document production, principally in order to avoid offensive or nuisance material and to protect systems from viruses, but also to ensure proper and effective use of systems.

24.16.6 Communication systems may be accessed when the school suspects that the member of staff has been misusing systems or facilities, or for the investigation of suspected fraud or other irregularity. Access will be secured by the systems manager, only with the permission of the governing board.

24.16.7 Passwords should not be shared and access to computer systems must be kept confidential except on the express request of the Headteacher or systems manager. Breaches of this confidentiality may be subject to disciplinary action.

24.16.8 School equipment that is used outside the premises, e.g. laptops, will be returned to the school when the member of staff leaves employment or if requested to do so by the Headteacher.

24.17 Photography, images and videos

24.17.1 Photograph, images and videos will only be taken using school equipment – using personal mobile phones for this purpose is prohibited and taking images of pupils will not be taken for personal use, in accordance with the Trust's Photography Policy, for which consent will be obtained annually.

24.17.2 Staff will ensure that imagery and videos will be kept in an appropriate and secure place in school.

24.17.3 No pupil will be photographed in a state of undress or semi-undress, or in a situation which could be considered as indecent or sexual.

24.17.4 Staff will not take images of a pupil's injury, bruising or similar (e.g. following a disclosure of abuse), even if they have been requested to do so by children's social care and staff members will not make audio recordings of any disclosure made by a pupil.

24.17.5 Consent for taking photographs will be obtained from parents, or the pupil themselves, if they are deemed old enough and able to make the decision for themselves.

24.17.6 The age of consent that is legislated is 13 and above; however, this is only applicable for online services provided directly to children. For everything else, an appropriate age for consent is considered on a case-by-case basis by the data protection officer, Headteacher and a pupil's parents (where appropriate).

24.17.7 Pupils who have not provided consent, either personally or via their parents, to have their photograph taken or be filmed will have their wishes respected, in line with the Photography Policy.

24.17.8 The Headteacher will be notified of the proposed use of the imagery or video and the equipment and ensure that the use of such is included in lesson plans where this is necessary.

24.17.9 All photographs and videos will be available for scrutiny, and staff will be prepared to justify the images or footage taken.

24.17.10 Careful consideration will always be given to the activities which are being filmed or photographed, to ensure that images or videos are not indecent and cannot be misused.

24.18 Data protection and confidentiality

24.18.1 All staff will be aware of their responsibilities as laid out in the Trust's Data Protection Policy and in line with the core principles of the UK GDPR and the Data Protection Act 2018.

24.18.2 Staff members will not disclose sensitive information about the school, its staff or the Trust to other parties.

24.18.3 The only exception to this being when the confidential information gives rise to

concerns about the safety or welfare of a pupil.

24.18.4 Staff members have the right to request access to data that is held about them. Such requests will be made to the Headteacher in writing in accordance with the Trust's Data Protection Policy.

24.18.5 Staff will ensure that:

- Confidential paper records are kept in a locked filing cabinet, drawer or safe, with restricted access, and will not be left unattended or in clear view anywhere with general access.
- Implement a 'clear desk policy' to avoid unauthorised access to physical records containing sensitive or personal information.
- Memory sticks are not used to hold personal information unless they are password-protected and fully encrypted.
- They will not use their personal laptops or computers for school purposes. All necessary members of staff are provided with their own secure login and password, and every computer regularly prompts users to change their password.
- When sending confidential information staff will always check that the recipient is correct before sending.
- They involve the DPO in all data protection matters closely and in a timely manner.

24.18.6 If staff and governors need to use their personal laptops for school purposes, particularly if they are working from home, they will bring their device into school before using it for work to ensure the appropriate software can be downloaded and information encrypted.

24.18.7 Before sharing data, all staff will ensure:

- They are allowed to share it.
- That adequate security is in place to protect it.
- Who will receive the data has been outlined in a privacy notice.

24.18.8 Where personal information that could be considered private or confidential is taken off the premises, either in electronic or paper format, staff will take extra care to follow the same procedures for security, e.g. keeping devices under lock and key. The person taking the information from the school premises accepts full responsibility for the security of the data.

24.18.9 When pupils and staff join the school, the staff member or pupil (or, where appropriate, pupil's parent) will be required to complete a consent form for personal data use. This consent form deals with the taking and use of photographs and videos, amongst other things. Where appropriate, third parties may also be required to compete a consent form.

24.18.10 The school holds the right to take the necessary disciplinary action against a staff member if they believe them to be in breach of the above security measures.

24.19 Probity of records

24.19.1 The deliberate falsification of documents, such as references, academic qualifications or legal documents, is unacceptable. Where a staff member falsifies records or other documents, including those held electronically, this will be regarded as a serious disciplinary matter and potentially a criminal offence.

24.20 Contacts

24.20.1 Staff members will not use school business contacts for acquiring materials or services at trade/discount prices for non-school activities, unless participating in concessionary schemes arranged by trade unions or other such groups.

24.21 Monitoring and review

24.21.1 This policy will be reviewed on an annual basis by the Headteacher, and any changes made will be communicated to all members of staff.

24.21.2 All members of staff are required to familiarise themselves with this policy as part of their induction programme.

25 Volunteer Policy

25.1 How we use Volunteers

25.1.1 A volunteer will not be an employee of the Trust. He or she will not be engaged on a contract of employment nor on any type of contract for services. The engagement will be binding in honour only, there being no legal agreement between the organisation and the volunteer.

At the Trust schools, volunteers may:

- Hear children read
- Accompany on school visits
- Work with individual children
- Work with small groups of children
- Support specific curriculum areas, such as ICT or Art
- Assist with national government initiatives

This is not an exhaustive list.

Volunteers may be:

- Members of the local governing body
- Parents
- Former pupils
- Students on work experience
- Local residents
- Friends of the school/members of the PTA

This is not an exhaustive list.

Members of the local governing body working at the school in their capacity as governors (for instance, conducting school monitoring visits or attending meetings), are not covered by this policy. They are covered by the Trust's Governor School Visits Policy.

25.2 Application Process

Volunteers are appointed by the individual schools. The volunteer applicant must complete a simple application form which gives permission to obtain references and a Disclosure and Barring Scheme (DBS) check.

25.3 Appointment of volunteers

The experience, qualities, skills and needs of any volunteer will be considered when deciding about the recruitment of a volunteer in the school. Please note, there is no guarantee that a volunteer will be found an immediate placement or any placement at all elsewhere. The placement should be mutually beneficial to the school and volunteer.

Intake of new volunteers can take up to six weeks and is dependent on the candidate and available spaces within the school.

All appointments are conditional upon the completion of an enhanced DBS check (if appropriate), satisfactory references and other appropriate safeguarding and recruitment checks, and relevant training.

Enhanced DBS checks for volunteers working in the school through other organisations will be conducted by the relevant organisation, if needed. The school will ask for written confirmation that enhanced DBS checks have been carried out before a volunteer is allowed to start work at the school.

Each school will ensure that volunteers are given suitable induction training at the beginning of their placement. The volunteer will be given a named contact person who will review the work undertaken by the volunteer and will assist the volunteer generally and particularly in the event of any problems occurring. Regular supervision of the volunteer will be provided as appropriate to the task undertaken and the needs of the volunteer. The volunteer's role, including status with pupils, will be made clear. Volunteers will be given opportunities to contribute their ideas and opinions about the work that they are engaged in. Volunteers will be given guidelines/training regarding child protection procedures.

The Headteacher reserves the right to terminate a volunteer placement with immediate effect at any time.

25.4 Safeguarding children and child protection

25.4.1 Volunteers will be provided with safeguarding information as determined by the governing board, using a proportional, risk-based approach.

25.4.2 Depending on the level of interaction with a pupil, it may be necessary to obtain a DBS certificate.

25.4.3 The school **is** required to obtain an enhanced DBS certificate if:

- The volunteer intends to carry out activity for the school and it gives the opportunity for **unsupervised** contact with pupils.

25.4.4 The school **is not** required to obtain an enhanced DBS certificate if:

- The volunteer intends to carry out activity for the school and it gives the opportunity for **supervised** contact with pupils.

25.4.5 For volunteers who are not in regulated activity, but who have the opportunity to come into contact with pupils on a regular basis, it is at the discretion of the school to decide whether or not a DBS check is required.

25.4.6 The school will obtain an enhanced DBS certificate, including barred list information, for any volunteer who is new to working in regulated activity.

25.4.7 The school will not obtain barred list information for any volunteer who does not engage in regulated activity. The DBS cannot provide barred list information on any person, including volunteers, who are not in, or seeking to enter into, regulated

activity.

25.4.8 The school may decide to conduct a repeat DBS check on any volunteer of whom they hold concerns about.

25.4.9 The school wants to ensure that activities are planned properly and safely, and that volunteers are informed of these plans. We strive to ensure that volunteers have access to a member of school staff, should they wish to discuss difficulties or report on issues that may arise.

25.4.10 All staff, visitors and volunteers are required to be identified and located at all times. For this reason, the following process will be adhered to:

- Sign in and out of the building at the office/reception
- Visitor's badge worn at all times
- A designated member of staff – the Headteacher– is made aware of where the volunteer is working

25.4.11 All staff and volunteers will remain alert to, and when it comes to their attention report to the LA, the potential need for early help for a child who:

- Is disabled and has specific additional needs.
- Has SEND.
- Is a young carer.
- Is showing signs of being drawn into anti-social or criminal behaviour, including gang involvement.
- Is frequently missing or goes missing from care or home.
- Is at risk of modern slavery, trafficking or exploitation.
- Is at risk of being radicalised or exploited.
- Is in a family circumstance presenting challenges, such as drug and alcohol misuse.
- Is misusing drugs or alcohol themselves.
- Has returned home to their family from care.
- Is a privately fostered child.

25.5 Risk assessments

25.5.1 The school will undertake a risk assessment, using professional judgement and experience when deciding whether an enhanced DBS check is required for any volunteer not engaging in regulated activity. The school will record the details of the risk assessment and store the details in the school office.

25.5.2 The following factors will be taken into consideration when deciding whether to seek an enhanced DBS certificate:

- The nature of the work with the pupils
- The school's knowledge of the volunteer, including any formal or informal information offered by staff and parents
- Whether the volunteer has any other employment or voluntary activities, and where referees can advise of their suitability
- Whether the role is eligible for an enhanced DBS check

25.6 Disqualification under the Childcare Act

25.6.1 Any individual who is classified as being disqualified under the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 and section 25 of the Childcare Act 2006, is unable to provide any means of childcare provision.

25.6.2 Any volunteer who is directly concerned with the management of childcare provision, or who works with children on a regular basis, whether supervised or not, is covered by these regulations and may be disqualified.

25.6.3 An individual will be classed as disqualified if:

- They have been reported on the DBS Children's Barred List.
- They have been noted as committing certain violent and sexual offences against children and adults.
- They have been refused any provision relating to childcare, or have been prohibited from private fostering.
- They have received certain orders in relation to the care of children.

25.6.4 The school will not employ any volunteer who is classified as being disqualified under the above regulations.

25.6.5 When gathering information to make decisions, the school will ensure that they act proportionately in order to minimise any intrusion into an individual's private life. The UK GDPR does not prevent an employer from asking questions relating to the suitability of the individual employed on safeguarding grounds.

25.7 Supervision

25.7.1 If a volunteer is required to be supervised when undertaking an activity, who would otherwise be in regulated activity if not supervised, the school will ensure that:

- There is supervision by an individual who is in regulated activity.
- The supervision is regular and day-to-day.
- The supervision is reasonable enough within the circumstances to ensure the protection of the pupils.

25.7.2 When determining what supervision is reasonable so that the volunteer would not be in regulated activity, the school will take the following factors into consideration:

- The ages of the pupils, including whether there is a large gap in their ages
- The number of pupils that the individual is working with
- Whether or not there are other staff members present during the activity
- The nature of the volunteer's work and the opportunity for contact with pupils
- How vulnerable the pupils are
- How many staff members would be supervised by each member of supervising staff

25.8 Allegations of abuse

25.8.1 Any allegations of abuse, whereby a member of staff is accused of abusing a pupil,

will be reported to the Headteacher.

25.8.2 Should the allegation be made against the Headteacher, this will be brought to the attention of the chair of governors immediately.

25.8.3 In any case in which LA children's social care has undertaken enquiries to determine whether the child or children are in need of protection, the Headteacher and chair of governors will take account of any relevant information obtained in the course of those enquiries when considering disciplinary action.

25.8.4 If there is no cause to suspect that any significant harm is an issue, but a criminal offence might have been committed, the designated officer (DO) will immediately inform the police and convene a discussion to decide whether a police investigation is needed.

25.8.5 The DO will regularly monitor the progress of all cases, either by reviewing strategy meetings, or by liaising with the police and/or children's social work services colleagues or the school, as appropriate.

25.8.6 Clear, comprehensive records of all allegations are kept even if disciplinary action is not taken or proven.

25.8.7 Confidentiality is maintained whenever an allegation is made; however, there may be a need to share information with relevant agencies on a need-to-know basis.

25.8.8 Allegations of abuse made against volunteers will be dealt with in accordance with the Allegations of Abuse Against Staff Policy.

25.9 Health and safety

25.9.1 All volunteers will be required to read the Health and Safety Policy, prior to them undertaking any activity on behalf of the school.

25.9.2 All volunteers will ensure that they are familiar with emergency procedures, e.g. evacuation, and of any health and safety aspects relating to the activity they will be undertaking, e.g. whilst in a cookery class.

25.9.3 If a volunteer notices any potential hazard which may put another individual at risk of harm, they will report this immediately to the class teacher or a senior member of staff.

25.10 Absence

25.10.1 Volunteers are required to inform the school office by 08.00am if they are unable to attend at the agreed time.

25.10.2 Failure to inform the school office on more than 3 instances may result in the volunteer being unable to attend the school on any further occasions.

25.10.3 If a volunteer is called away in the event of an emergency while volunteering, they will inform the class teacher or senior leader, and will sign out of the building before leaving the premises.

25.11 Confidentiality

25.11.1 Volunteers will be reminded that all information with regards to individual pupils and members of staff is confidential, and that the sharing of data is protected under the Data Protection Act 2018.

25.11.2 Volunteers are not permitted to discuss any confidential information regarding a pupil or member of staff, with any other individual at the school.

25.11.3 Any volunteer who breaches the confidentiality rules will be asked to leave the premises and will not be able to return to undertake any further activity.

25.11.4 There may be instances where a volunteer is required to pass information to a member of staff, such as if they notice a pupil being bullied or subjected to harm.

25.11.5 Volunteers will report any concerns to a member of staff and are instructed not to notify the parents.

25.12 Internet use

25.12.1 All volunteers will be required to behave in an ethical and respectful manner with regards to email and internet use, and will be expected to follow the processes outlined in the following Trust policies:

- Data Protection Policy
- Social Media Policy
- IT and Communication Systems Policy

25.12.2 Volunteers will have restricted access to the school network and will be instructed on ensuring appropriate use.

25.12.3 No volunteers are permitted to make contact with pupils via social media or email, or arrange to meet pupils outside of school.

25.13 Insurance

25.13.1 All volunteers are covered as set out in the Summary of Cover provided by the Trust's membership of the DfE's Protection Arrangement (RPA) for Academy Trusts.

25.14 Monitoring and review

25.14.1 The Headteacher will review this policy on an annual basis, and will communicate any changes to all members of staff and existing volunteers.

25.14.2 All volunteers will be required to read this policy prior to their attendance at the school.

Volunteer code of conduct

All volunteers are expected to maintain high standards of behaviour and conduct when undertaking any activity at the school.

Volunteers **will**:

- Observe the high standards of behaviour and ethical conduct mandated by the school.
- Respect other volunteers, members of the staff and pupils, and make them feel valued.
- Be approachable, pleasant and a positive role model for pupils.
- Adhere to all school policies, e.g. the: Child Protection and Safeguarding Policy, Health and Safety Policy, Data Protection Policy, Anti-Harassment and bullying Policy.
- Maintain confidentiality of personal information at all times, unless there is a need to report an issue to a member of staff.
- Treat all pupils and members of staff equally.
- Report any incident of bad behaviour to the class teacher/senior member of staff immediately.
- Dress and behave in a manner which promotes healthy and safe working practices.
- Accept and follow directions from the supervisor and seek guidance through clarification where uncertain of tasks or requirements.
- Observe safe working practices which avoid unnecessary risks, apply reasonable instructions given by supervisors, and report any potential hazards in the workplace to the supervisor.
- Avoid waste or extravagance and make proper use of the resources.
- Conduct work in a cooperative manner.
- Turn any mobile phones off while on school premises.

Volunteers **will not**:

- Discipline a pupil; if there are any problems, the class teacher/senior member of staff will be informed straight away, and they will deal with the situation.
- Shout, hit, threaten or manhandle a pupil.
- Take photographs in school without the prior permission of the Headteacher.
- Develop 'personal' or sexual relationships with pupils.
- Work with pupils when not in the proper physical or emotional state to do so, e.g. under medication which causes drowsiness, or under extreme stress which may impair judgement.
- Behave in an illegal, improper or unsafe manner, e.g. smoking or drinking alcohol.
- Share personal contact details with pupils or make personal arrangements to meet pupils outside school.
- Express any extremist or discriminatory views, or any views that would offend others.
- Make inappropriate jokes or remarks of a sexual, racial, intimidating, discriminatory or offensive nature.
- Behave in a manner which may bring the school into disrepute when representing the school.
- Give or receive (other than 'token') gifts, unless arranged through the Headteacher e.g. outgrown sports kit, football boots or uniform.

26 Relationships at Work Policy

This policy governs personal relationships in the workplace. When we use the phrase "personal relationship" in this policy we mean any emotional or romantic relationship which goes beyond the normally accepted boundaries of the professional sphere between colleagues. This will include formal, family relationships (for example, where people are married or living together). It will also include less formal situations (for example, where the parties consider that they are "seeing each other" or "going out together").

This policy applies to all personal relationships between any member of staff, regardless of whether those involved work in the same team, department, division or office, or at the same site.

This definition is not intended to be exhaustive. Given the sensitive nature of personal relationships, all staff are required to use common sense in assessing whether or not this policy is relevant to them. If there is any uncertainty as to whether this policy applies, staff are encouraged to speak to Human Resources about their situation in confidence.

We respect the right of all our staff to a private life. We also understand that many people meet their partners at work and that personal relationships between staff are inevitable. For the avoidance of doubt, this policy is not intended to prohibit staff from having a personal relationship with a work colleague. It is intended to set out guidelines for their conduct within the workplace and to provide a framework for managers to deal sensitively, consistently and fairly with personal relationships which may affect the business.

This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time. It will be reviewed regularly.

26.1 Purpose of this policy

26.1.1 In many cases a personal relationship between staff will not interfere with work. However, sometimes a personal relationship will be or become problematic because it adversely impacts on other colleagues or negatively affects business efficiency. Personal relationships can be particularly problematic where they involve members of the same team or are between a supervisor or manager and subordinate.

26.1.2 This means that personal relationships are potentially a legitimate management concern. In issuing this policy, we seek to address the following, non-exhaustive, issues which may arise where there is a personal relationship:

- A lack of transparency in relation to workplace matters;
- Risks to the confidentiality of business information;
- Legal risks in relation to discrimination and harassment;
- Potential conflicts of interest of those involved in personal relationships;
- actual or perceived bias regarding recruitment, promotion, rostering, annual leave allocation, appraisals, discipline and grievance and other operational matters where staff in a personal relationship are also in a direct reporting or

subordinate relationship;

- potential for negative effect on general public perception of fairness, objectivity and impartiality;
- embarrassment of other staff;
- fear of favouritism by other colleagues;
- general adverse impact on team dynamics and reduction in team morale;
- outputs may be disrupted in the event of relationship breakdown; and
- impact on HR or management resources and increased legal risks in the event of relationship breakdown.

26.2 Management guidelines

26.2.1 Where a manager becomes aware that a member of their team is in a personal relationship with a colleague, they are required to treat this sensitively and, as far as possible, in confidence.

26.2.2 Most personal relationships should not have a significant impact on the workplace or efficiency of work. However, managers need to recognise their responsibility to all team members and to the needs of the business.

26.2.3 No action should be taken simply because a staff member is in a personal relationship with a colleague. Only if there is an issue or risk as outlined above should action be considered.

26.2.4 Managers will know that they must not discriminate against staff on various protected grounds. They should particularly consider the characteristics of sex, sexual orientation and age before taking any action as a result of a personal relationship. For example, it should not be assumed that the more junior person in a couple will be transferred out of a team, as this could be indirectly discriminatory.

26.2.5 Managers should be aware that conduct directed towards a colleague for personal reasons may be unwanted and that, in some circumstances, this could amount to unlawful harassment for which the employer could be liable. We will take any grievances (formal or informal) very seriously and investigate these without delay. Managers should escalate any complaints of this nature to HR as soon as possible.

26.2.6 Any information regarding personal relationships is confidential and likely to be protected under data protection laws. Managers are reminded about their data protection obligations under the law and our Privacy Notice or Data Protection Policy, including ensuring the security of such information.

26.2.7 Managers are also reminded that we have a duty to protect the health and safety of our staff and that this includes mental health. If a manager has concerns regarding the health impact of a personal relationship on a member of staff, they should bring this to the attention of HR without delay.

26.2.8 Given the highly sensitive nature of personal relationships, managers should seek the assistance of HR before dealing with any issues which may arise. They should also ensure that a formal note is taken of any meetings to discuss personal relationships.

26.3 Conduct of those in personal relationships

26.3.1 Any members of staff who are in a personal relationship are expected to conduct themselves in a professional manner at work at all times in respect of such relationship. This means being considerate of the feelings of their other colleagues in their day-to-day dealings and being discrete in any discussions regarding their private life within the workplace. Public displays of affection are inappropriate in the work sphere.

26.3.2 Our equipment and resources are provided for work purposes only. Any inappropriate use in furtherance of a personal relationship will be treated as a disciplinary matter.

26.3.3 Our confidentiality rules continue to apply regardless of any personal relationship. Staff must ensure that they protect all confidential and commercially sensitive information from unauthorised disclosure.

26.3.4 Where the personal relationship involves those in a direct or indirect reporting line or in manager/subordinate roles, both parties are required to disclose this by informing HR, in confidence, as soon as reasonably practicable. While there is no formal requirement for staff who are not also in a manager/subordinate relationship to disclose any personal relationship, they should consider whether it may be appropriate to inform their line manager in any event or whether, having regard to their general duties of good faith towards their employer, they do so in relevant circumstances. For example, if there is a risk of a conflict of interest or perceived conflict of interest arising.

26.3.5 As a matter of policy, colleagues who are in a personal relationship should not also be in manager/subordinate roles in the workplace. Where such a personal relationship arises, both parties are required to inform HR, in confidence, as soon as reasonably practicable. We will then liaise with those involved to agree a plan to minimise the impact of the personal relationship on the business. This may involve transferring one or both of the partners from their current role. If this is not possible for operational reasons, then we will consider putting in place appropriate safeguards to ensure transparency and fairness.

26.3.6 Failure to disclose a personal relationship as required by this policy will be treated as a disciplinary matter and, subject to investigation, could result in disciplinary action, up to and including dismissal.

27 Disciplinary Procedure

27.1 Introduction

27.1.1 Standards of conduct and performance are required in any organisation to ensure order, effective operation of the business and a safe and healthy working environment. This procedure has been written to ensure that if standards are believed to be below what is reasonably expected by the school that there is a fair and systematic approach to investigating these matters and where appropriate corrective action is taken.

27.1.2 The disciplinary procedure is not contractual and may be varied by the school. School expressly reserves the right to modify or depart from the procedure where it is expedient to do so and when the school believes reasonable in the circumstances.

27.1.3 Consideration must be given to the size and resources of the school, in that there are not several tiers of management therefore the same person may be involved in all stages of the process from investigation through to any hearings, if required.

27.1.4 The disciplinary procedure is strictly confidential and all aspects, including all documentation and records, shall be treated as such. In line with this policy, the following will be adhered to:

- In minor cases of alleged misconduct, the line manager should initially seek to resolve the matter informally by discussion with the member of staff.
- The disciplinary procedure is to be used where a member of staff's work or conduct is alleged to be unsatisfactory.
- Each step and action under the procedure must be taken without unreasonable delay, by either the school or the member of staff.
- The timing and location of meetings must be reasonable.

27.2 Misconduct and Gross Misconduct

27.2.1 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under the Trust's Disciplinary Procedure:

- Minor breaches of our policies including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy;
- Minor breaches of your contract;
- Damage to, or unauthorised use of, our property;
- Poor timekeeping;
- Time wasting;
- Unauthorised absence from work;
- Refusal to follow instructions;
- Excessive use of our telephones for personal calls;
- Excessive personal email or internet usage;
- Obscene language or other offensive behaviour;
- Negligence in the performance of your duties; or
- Smoking in no-smoking areas.
- Failure to follow pandemic self-isolation rules or other pandemic regulations

This list is intended as a guide and is not exhaustive.

27.2.2 The following are examples of gross misconduct, and if the issue is well founded, the appropriate disciplinary action is Stage three, dismissal:

- Use of misleading information on applying for the job
- Theft or fraud
- Conviction of a criminal offence (other than a minor road traffic offence)
- Unauthorised possession of any property or facilities belonging to the school or any member of staff or another person
- Falsification of reports, records, documents, accounts, expenses claims, overtime claims, self-certification forms or working papers of the school or being in collusion with any other persons to carry out such actions
- Serious insubordination
- Refusal to carry out duties and reasonable instructions
- Fighting, assault or attempting bodily injury or horseplay on or near the premises or while on the school's business
- Generally unacceptable behaviour towards pupils and/or their families or your colleagues
- A serious breach of safety rules, including failure to report an accident
- Being under the influence of drink or non-medicinal drugs during working hours
- Having alcoholic drink or illegal drugs in your possession, custody or control on the school's premises
- Wilful damage or serious damage to the school's or pupils and/or their family's property, material or equipment; or personal property of others on the premises or in the vicinity of school premises.
- Behaviour generally acknowledged as outrageous
- Sexual misconduct
- Dishonesty
- Disclosure of confidential information, including pupils and/or their family's sensitive information
- Serious breach or flagrant failure to follow school's procedures, policies and rules
- Indecent conduct
- Threatening or intimidatory behaviour
- Acts of incitement and/or acts of discrimination (including harassment or victimisation) on the grounds of race, ethnic background, colour, sex, religion, age, sexual orientation, religion or disability, etc.
- Unauthorised absence
- Actions by you or allegations made against you which could have the effect of harming the school's reputation.

This list is neither exclusive nor exhaustive.

27.3 The right to be accompanied

27.3.1 The member of staff may bring a companion to any disciplinary or appeal hearing under this procedure. The companion may be either a trade union representative or a work colleague not involved in the matter. The member of staff must tell the person conducting the hearing who their chosen companion is, in good time before the hearing.

27.3.2 A companion is allowed reasonable time off from duties, without loss of pay, but no one is obliged to act as a companion if they do not wish to do so.

27.3.3 If the choice of companion is unreasonable, the school may ask for the member of staff to choose someone else. For example:

- If in the school's opinion the member of staff's companion may have a conflict of interest or may prejudice the hearing.
- If the companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days afterwards.

27.3.4 The school may, at its absolute discretion, allow the member of staff to bring a companion who is not a work colleague or union representative (for example, a member of family) if this will help the member of staff overcome a disability.

27.3.5 At a hearing, the companion may make representations to the school and ask questions, but should not answer questions on the member of staff's behalf. The member of staff may confer privately with their companion at any time during a hearing.

27.4 Trade union officials

27.4.1 Although normal disciplinary standards will apply to their conduct and performance as staff, no disciplinary action or suspension will be taken until the circumstances of the case have been discussed with an appropriate trade union official. In the case of suspension, this may not be practical and should not prevent leaders taking action.

27.5 Suspension

27.5.1 In certain circumstances, consideration may be given to suspending the member of staff from their place of work at the outset of the investigation or at any stage during the course of the investigation.

27.5.2 The school will consider and document why suspension is necessary before making this decision, and will consider alternative to suspension, where possible.

27.5.3 The suspension will be for no longer than is necessary and the school will confirm the arrangements to the member of staff in writing.

27.5.4 The decision to suspend may only be taken by a Headteacher or Trust Executive Team. If the Headteacher is unavailable, the decision will be delegated to the Trust Executive Team, who must make every effort to contact the Headteacher, to discuss the case before making the decision.

27.5.5 Where the Headteacher is suspended, the Chief Executive Officer only has the power to do so and must notify the Local and Trust governing boards.

27.5.6 In other cases, the Trust's board should be informed through the Chief Executive Officer.

27.5.7 While the member of staff is suspended, they should not visit the school site or contact any of its pupils, parents, governors or colleagues, unless the member of staff has been authorised to do so by the Headteacher or Chief Executive Officer.

27.5.8 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. The member of staff will continue to receive their salary during the period of suspension.

27.5.9 Every effort will be made to avoid lengthy periods of suspension. The decision to suspend, and the conditions of suspension, will be reviewed periodically and the member of staff will be updated as, and when, necessary.

27.6 Investigations

27.6.1 The purpose of an investigation is for the school to establish a fair and balanced view of the facts relating to any disciplinary allegations against a member of staff, before deciding whether to proceed with a disciplinary hearing.

27.6.2 The amount of investigation required will depend on the nature of the allegations and will vary from case to case as reasonably required. It may involve interviewing and taking statements from the member of staff and any relevant witnesses, and/or reviewing relevant documents.

27.6.3 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

27.6.4 A member of staff has the right to bring a companion to an investigative interview.

27.6.5 The member of staff must co-operate fully and promptly in any investigation. This will include informing the school of the names of any relevant witnesses, disclosing any relevant documents to the school and attending investigative interviews if required. Any failure to comply may lead to disciplinary action.

27.6.6 It is incumbent on the member of staff, during the investigation stage, to raise details of additional witnesses whom the school should interview during the investigation.

27.7 Criminal charges

27.7.1 Where the member of staff's conduct is the subject of a criminal investigation, charge or conviction, the school will investigate the facts before deciding whether to take formal disciplinary action.

27.7.2 The school will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where the member of staff is unable or has been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, the school may have to take a decision based on the available evidence.

27.7.3 A criminal investigation, charge or conviction relating to conduct outside work may

be treated as a disciplinary matter if the school considers that it is relevant to the member of staff's employment.

27.8 Procedure at disciplinary hearings

27.8.1 The member of staff, wherever possible will be notified (with 5 working days' notice) in writing of the need to attend a disciplinary hearing within the formal procedure. The notification will specify the person conducting the meeting, together with the meeting date, time and location. The notification will detail the nature of the issue of concern. The member of staff will ordinarily be informed of the potential level of disciplinary action, should the issue of concern be well founded following the disciplinary hearing.

27.8.2 The written notification will also inform the member of staff of their right to be accompanied by a companion, namely a fellow member of staff or a trade union representative, where relevant.

27.8.3 The member of staff must take all reasonable steps to attend the meeting, however if the member of staff or their companion cannot attend for reasons, which were not originally foreseen, the meeting will be re-arranged to take place as reasonable, ordinarily within the next five working days. A decision can be made in the member of staff's absence.

27.8.4 Documents to be referred to at the meeting will be sent to the member of staff 3 working day in advance as reasonable and wherever possible.

27.8.5 At the beginning of the hearing, the person conducting the meeting will introduce those present and the purpose of the meeting. The member of staff will be reminded of their right to be accompanied (if the member of staff has not chosen to be accompanied by a trade union representative or a work colleague).

27.8.6 The person conducting the meeting will go through the issues of concern with the member of staff and the evidence that has been gathered. The member of staff will be able to respond and present any relevant evidence

27.8.7 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

27.8.8 The member of staff will be given a full opportunity to ask questions and put forward any mitigating factors which they believe are relevant to the allegations.

20.8.1 Once the member of staff has been afforded an opportunity to explain their position, the disciplinary officer will do either of the following:

- Give the decision and explain the reasons for the decision, and confirm as soon as possible in writing
- Inform the member of staff that the decision will be given in writing as soon as possible.

27.8.9 The person conducting the meeting may adjourn the disciplinary hearing if the

school needs to carry out any further investigations in light of any new points the member of staff has raised at the hearing.

27.8.10 The member of staff will be given a reasonable opportunity to consider and comment on any new information obtained before a decision is given.

27.9 Informal discussion

27.9.1 If the staff standard of conduct or performance etc. is considered lacking, or a breach of conduct is believed to have occurred, the Headteacher shall draw the matter to the member of staff's attention in a private and informal way.

27.9.2 The member of staff shall be allowed to state their views and if, after consideration, the headteacher believes there is no cause for concern, further action will not be taken. If, however, the headteacher believes there is a problem, the aim will be to help the member of staff achieve the standard required, which will be made clear to the member of staff. At this stage the headteacher should make a note of the fact that the issue was raised and on which date, together with brief details, and keep this in a safe and confidential place.

27.9.3 In most cases this informal discussion should resolve any difficulties identified. If the member of staff fails to improve, or sustain improvement, the formal procedure will be commenced.

27.10 Levels of formal disciplinary action

27.10.1 Disciplinary action will ordinarily take the following forms in the order as detailed unless the matter appears sufficiently serious to be taken up to a higher stage, even where the member of staff has no current warnings on record.

27.10.2 The following decisions will be confirmed in writing:

- **Stage One - Formal Written Warning**. Where this involves unsatisfactory performance, the warning will specify the performance problem, the improvement that is required, a review date and any support where appropriate that the school will provide to assist the member of staff. Where this involves misconduct, the warning will specify the nature of the misconduct and the change in behaviour required. A record of the warning will be kept on the member of staff's personnel file, and the time limit shall be 12 months (excluding the summer holiday) from the date of the decision. If the member of staff receives a written warning, then a consequence of a failure to improve or change could result in a stage two final written warning and/or ultimately stage 3 dismissal (even though this or subsequent poor performance or conduct etc. may not be related to earlier issues).

- **Stage Two - Final Written Warning**. A final written warning may be given where the case has already involved a written warning and insufficient improvement has been made, where further misconduct has occurred or where the case is of sufficient importance or seriousness. Also, where gross misconduct may not warrant dismissal, for example due to mitigating circumstances. A

record of the warning will be kept on the member of staff's personnel file, and the time limit shall be 18 months (excluding the Summer holiday) from the date of the decision; however, in exceptional circumstances, misconduct may be so serious that if repeated at any time in the future, the likely consequence is dismissal. The person/s making the decision may impose a final written warning and specify that such a warning will remain in force for a longer period of time.

- **Stage Three - Dismissal.** A member of staff is likely to be dismissed where the case has already involved the final warning and insufficient improvement has been made or where further misconduct has occurred or where the case is so serious as to constitute gross misconduct or where there is some other substantial reason. In cases of gross misconduct, the member of staff will ordinarily not receive any notice period. The school reserves the right to substitute the dismissal with some other penalty such as demotion, or suspension without pay, or loss of seniority and loss of pay, where the school believes appropriate.

27.10.3 Breaches of discipline will be disregarded after the specified period of satisfactory conduct, but will remain permanently on the member of staff's personnel file.

27.10.4 In accordance with the Academy Staffing (England) Regulations 2009, where the Head Teacher/Governors decide that the appropriate sanction is to cease working at the academy, the notice of dismissal will be issued by the Academy and confirmed by the Council (except in the case of Voluntary Aided and Foundation Academy's). This confirmation must be sent within 14 days of the date the notification was issued by the Academy and must refer to the right of appeal.

27.10.5 Where a teacher is dismissed or resigns or leaves as an alternative to dismissal whilst in the formal part of the disciplinary process, it is the statutory responsibility of the employer to refer the case to the GTCE who will consider the case under its disciplinary functions.

27.11 Alternatives to dismissal

27.11.1 In some cases, the school may, at its discretion, consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include the following:

- Demotion
- Transfer to another department or job
- A period of suspension without pay
- Loss of seniority
- Reduction in pay
- Loss of future pay increment

However, the School can choose not to follow the above order when taking disciplinary action if the school believes that the matter is sufficiently serious.

27.12 The decision letter

27.12.1 A letter detailing the decision will be given to the member of staff, ordinarily within five working days of the disciplinary hearing, and a copy placed on their personnel file, if a warning is issued.

Following the outcome of the hearing, the decision letter will state:

- The reason for the decision.
- The course of action to be followed by the member of staff.
- Timescale in which improvement is required, if applicable.
- Where assistance is required, the assistance which will be made available to the member of staff (e.g. training and guidance).
- The date on which the warning will elapse.
- That further disciplinary action will be considered if there is further misconduct or insufficient improvement within the timescale of the warning.
- The right of appeal against the decision and how to exercise that right.
- **If the warning is a final**, it will also state that if the member of staff's conduct continues to be unsatisfactory or if there is further misconduct it may lead to dismissal.

27.13 Time limit for warnings

27.13.1 Written warning: the time limit shall be 195 days (12 months excluding holiday periods) from the date of the decision.

27.13.2 Final warning: the time limit shall be 290 days (18 months excluding holiday periods) from the date of the decision.

27.13.3 In exceptional circumstances, misconduct may be so serious that if repeated at any time in the future the likely consequence is dismissal. The person/s making the decision may impose a final written warning and specify that such a warning will remain in force for a longer period of time, up to 585 days (36 months excluding holiday periods).

27.13.4 Breaches of discipline will be disregarded after the specified period of satisfactory conduct, but will remain permanently on the member of staff's personnel file.

27.14 Right of appeal

27.14.1 All staff have the right of appeal.

27.14.2 Appeals must be lodged in writing to the Headteacher within ten working days of the decision being communicated to the member of staff (i.e. usually within five days of the date of the outcome letter). The written notice of appeal must contain the reasons for making the appeal.

27.14.3 If the member of staff is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the appeal is successful the member of staff will be reinstated with no loss of continuity of pay.

27.14.4 If the member of staff raises any new matters in their appeal, the appeal officer may

need to carry out further investigations.

27.14.5 If any new information comes to light, the appeal officer will provide the member of staff with a summary including, where appropriate, copies of additional relevant documents and witness statements. The member of staff will have a reasonable opportunity to consider this information before the hearing.

27.14.6 The school will give the member of staff written notice of the date, time and place of the appeal hearing (where possible, within 10 working days), it will also inform the member of staff of their right to be accompanied by a work colleague or Trade Union representative, where relevant.

27.14.7 The member of staff must take all reasonable steps to attend the appeal meeting, however if the member of staff or their companion cannot attend for reasons, which were not originally foreseen, the appeal meeting will be re-arranged to take place as reasonable, ordinarily within the next five working days. A decision can be made in the member of staff's absence.

27.14.8 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the school's discretion depending on the circumstances of the case. In any event the appeal will be dealt with as impartially as possible.

27.14.9 Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. The member of staff may bring a companion to the appeal hearing.

27.14.10 The person conducting the appeal hearing may adjourn the appeal hearing if the school needs to carry out any further investigations in the light of any new points the member of staff has raised at the hearing.

27.14.11 The member of staff will be given a reasonable opportunity to consider any new information obtained before a decision is given.

27.14.12 The person conducting the appeal hearing may do either of the following:

- Confirm the original decision
- Revoke the original decision
- Substitute a different penalty

27.14.13 The person conducting the appeal hearing will inform the member of staff in writing of the final decision as soon as possible. There will be no further right of appeal.

27.15 Referring misconduct to the Teaching Regulation Agency (TRA)

27.15.1 Allegations of serious professional misconduct by a teacher may be referred to the TRA.

27.15.2 A referral is appropriate if the alleged misconduct is so serious, it warrants a decision

on whether a teacher should be prevented from teaching.

27.16 Referral to the DBS

27.16.1 If an individual may have harmed a child or vulnerable adult, or put a child or vulnerable adult at risk of harm, a referral to the DBS must be made by the employer.

27.16.2 In these cases, advice should be sought from the school's HR representative.

27.17 Policy review

27.17.1 This policy is reviewed annually by the Trust Executive Team and governing board.

28 Disciplinary Procedure against Headteacher

28.1 Stage One

An incident of misconduct is received or is brought to the attention of the Chief Executive Officer.

- Decision required as to whether LADO issue or suspension appropriate
- Investigation instigated by the appointment of an Investigating Officer

28.2 Stage Two

Investigation to be completed promptly and the investigating officers' recommendation to be provided to the Chief Executive Officer.

The case to be heard by GB Hearing Committee with a minimum of 5 working days' notice.

- Advice may be sought from HR & Legal
- Chief Executive Officer requests governance professionals to call meeting, inviting Governors, Headteacher, Investigating Officer and circulating all appropriate documents (Union Rep responsibility of HT).
- Once the case is heard the decision plus the right of appeal to be confirmed in writing within 5 working days of the hearing being concluded and the decision given verbally at the meeting. Letter prepared by governance professionals for signature by Chair of Committee.

28.3 Stage Three

Appeal to be submitted to the Chief Executive Officer within 5 working days of the Hearing. Appeal to be heard within 20 working days of receipt of formal appeal by GB Appeal Committee.

- Chief Executive Officer requests governance professionals to call meeting, inviting Governors, Headteacher, Investigating Officer and circulating all appropriate documents (Union Rep responsibility of HT).
- Further advice may be sought from HR & Legal
- All paperwork to be circulated when sending out the invite to the meeting and needed at least 5 working days prior to the meeting. New evidence will be allowed and will be circulated to all parties at the same time.
- Once the case is heard the decision to be confirmed in writing within 5 working days of the hearing being concluded and the decision given verbally at the meeting. Letter prepared by governance professionals for signature by Chair of Committee.

Minutes of the Hearing and Appeal not to be circulated but can be made available to either party on request.

29 Grievance Procedure

29.1 Introduction

29.1.1 The Trust's Grievance Procedure applies to all staff and will be modified by the school only where reasonable and ordinarily such will be notified in writing to you.

29.1.2 The purpose of this procedure is to provide a fair and effective method of resolving the individual grievances and concerns within the workplace, within a reasonable time of the issue being raised by you. Such grievances could relate to the work you perform, the environment that you work in or working relationships.

29.1.3 It is important for both staff and the school that the member of staff uses this procedure, as it will allow the school the opportunity to address concerns and any breakdown in communication. Further, in the unfortunate situation that the member of staff feels it is necessary to raise a grievance with an external body they will expect to see that the member of staff has first attempted to resolve the issue by using this procedure.

29.1.4 If staff are raising a concern regarding the safeguarding of children or vulnerable adults, the Headteacher will be informed immediately, and no further actions will be taken in line with this policy until the Headteacher has conducted an investigation.

29.1.5 Some complaints about employment fall out the scope of the Grievance Procedure and require different treatment. For example, pay gradings/salary issues are dealt with separately by the relevant Governing body. Any issues raised under the meaning of the Public Interest Disclosure Act 1998 (Whistleblowing) should be raised under the Whistleblowing Policy.

29.2 Initial handling of a grievance

29.2.1 All information processed during a grievance will be kept in accordance with the Data Protection Policy and Staff and Volunteer Confidentiality Policy**.**

29.2.2 Member of staff will have the right to be accompanied at all stages of a formal procedure and may choose to bring a companion to the informal stages.

29.2.3 The member of staff's companion will be either a:

- Colleague;
- Trade union official; or
- Accredited trade union representative.

29.2.4 Companions will not:

- Answer questions on the member of staff's behalf.
- Address the hearing if the member of staff does not want them to.
- Pose a conflict of interest to the grievance being raised.
- Prevent the member of staff from explaining their case.

29.3 The informal stage

29.3.1 Members of staff should where possible, raise the matter initially with their line manager for informal discussion.

29.3.2 The purpose of the informal stage is to resolve the issue in an open, honest and positive manner, to avoid formal escalation.

29.3.3 It is the responsibility of the line manager to try and resolve the matter and/or provide an answer, ordinarily within five working days.

29.3.4 If the grievance cannot be settled informally then the formal grievance procedure should be used.

29.3.5 If the grievance concerns the line manager, then the member of staff should initially raise the matter with the Headteacher.

29.3.6 If the grievance concerns discrimination, harassment or victimisation linked to a protected characteristic (sex, race, religion or belief, sexual orientation, age or a disability, immediately inform the Headteacher.

29.4 Grievance hearing – formal stage

29.4.1 The member of staff should state in writing (using the Grievance Form) the basis of their grievance, to the Headteacher (unless the grievance is against the Headteacher, in which case it should be put in writing to the Chief Executive Officer which should include:

- A brief description of the events that lead to the grievance, including names and dates.
- An account of how the events made the member of staff feel.
- What actions the member of staff has taken to resolve the grievance.
- What outcomes the member of staff is hoping for.

The school will deal with the grievance as it believes to be reasonable and appropriate.

29.4.2 The member of staff will be invited to attend a meeting to discuss the grievance. The member of staff will be reminded as appropriate of the right to be accompanied by a companion.

29.4.3 The meeting will be at a reasonable time and location, normally within five working days of the member of staff submitting the grievance. If the member of staff or their companion is unable to attend the scheduled meeting, a suitable alternative date will be arranged.

29.4.4 If the member of staff is unable or unwilling to attend the meeting without good reason, the Headteacher will make a decision based on the evidence available.

29.4.5 The meeting will allow the member of staff to explain their grievance and provide the school with the opportunity to resolve the matter. The school's representative may be accompanied by a person whose role is to take notes.

29.4.6 If it is not possible to resolve the matter at the meeting the school's representative will adjourn and arrange another meeting or provide the member of staff with a written answer to their grievance.

29.5 Grievance outcomes

29.5.1 The outcomes possible following a grievance are as follows:

- The grievance is upheld in full
- The grievance is rejected in full
- The grievance is partially upheld, e.g. there is validity to some of the grievance
- Mediation

29.5.2 A 'partially upheld' outcome will not be used as an outcome when a decision cannot be reached.

29.5.3 Sometimes, mediation will be used as an outcome. This will involve all parties collaborating to find an acceptable outcome. If both parties agree that this is appropriate, external mediation can be used to try to resolve particular relevant issues.

29.5.4 The Headteacher will write an outcome letter ordinarily within five working days and provide a copy of this to the member of staff. The letter will include information on:

- The chosen outcome.
- The reasons for the decision.
- Any facts that the grievance officer has ascertained in coming to their decision.
- Any recommendations or agreed actions to take.
- The member of staff's right to appeal the decision.

29.5.5 Where a grievance is raised against a member of staff during a disciplinary process, the disciplinary process may be temporarily suspended to deal with the grievance. Where the grievance and disciplinary cases are related, the grievance officer will deal with both issues concurrently.

29.6 Appeals

29.6.1 Where staff wish to appeal the outcome of a grievance, they are entitled to do so within five working days of receiving the outcome letter.

29.6.2 To raise an appeal, staff should complete the Grievance Appeal Form and explain why they are dissatisfied with the outcome – this form will be given to the clerk to the governors.

29.6.3 The clerk to the governors will:

- Acknowledge receiving the form within five working days.
- Arrange an appeal meeting within ten working days.
- Invite the grievance officer and investigation officer to the meeting.

29.6.4 The governing board will form an appeal panel. The appeal panel should invite the member of staff, in writing, to attend an appeal hearing and should inform the

member of staff of their right to be accompanied by a Trade Union representative or a work colleague.

29.6.5 The member of staff will:

- Be given the opportunity to explain their case at the meeting.
- Not introduce new grounds for raising their concern.

29.6.6 When the panel have heard all the information, including the rationale for the original judgement, they will make a decision on the outcome.

29.6.7 The outcome decision will be provided to the member of staff in a written letter ordinarily within five working days of the appeal meeting. If it is not possible to respond within the specified time period, the member of staff should be given an explanation for the delay and told when a response can be expected.

29.6.8 The grievance panel's decision will be final, and there will be no further right of appeal.

29.7 Modified Procedure

29.7.1 The procedure can be modified where a member of staff has already left the employment of the school. In these circumstances, the ex-member of staff is required to outline their grievance in writing at the earliest opportunity and send a copy to the Headteacher. If the school and the ex- member of staff agree in writing that a meeting will not be necessary, and school will deal with the ex-e member of staff's grievance by providing the ex- member of staff with a written answer.

29.8 Malicious grievances

29.8.1 Disciplinary action may be taken against staff making malicious grievances.

29.8.2 Bullying, harassment or victimisation will not be tolerated.

29.8.3 All staff will understand the school's Staff Handbook and act in accordance with it.

29.8.4 All staff will adhere to the Equal Opportunities Policy.

29.9 Monitoring and review

29.9.1 The Trust Executive Team and governing board will review this policy on an annual basis.

29.9.2 Any changes made to this policy will be communicated to all staff immediately.

30 Grievance Process Against Headteacher

30.1 Stage One

Formal grievance submitted in writing to the Chief Executive Officer

- Grievance acknowledged by Chief Executive Officer

30.2 Stage Two

Chief Executive Officer appoints an Investigating Officer e.g. A member of the Governing Body who is not part of the Hearing or Appeals Committees, or a Senior member of the Trust Leadership structure.

Investigation to commence within a reasonable period of time but no more than 20 working days.

30.3 Stage Three

Following investigation and provided there is a case to answer, and it is not unfounded or vexatious; the grievance to be heard by GB Hearing Committee or a Hearing Committee of Collaborative Governors, in all cases within 20 working days of completion of the investigation. Advice may be sought from schools HR Advisory Service and Legal Services.

- Chief Executive Officer to request governance professionals to call the Hearing meeting, inviting Governors and the employee raising the grievance.
- Investigating Officer to provide appropriate documents for circulation by governance professionals.
- Union Representation is the responsibility of employee.
- The HT must also be informed of the meeting as he/she may be asked to answer questions from the panel.
- Headteacher's trade union representation is the responsibility of the Headteacher.
- Once the case is heard the decision plus the right of appeal to be sent within 5 working days of the hearing being concluded.
- The decision normally given verbally at the meeting.
- HR Manager/Senior Advisor, where in attendance will draft the decision letter.
- Letter prepared by governance professionals for signature by Chair of Committee

30.4 Stage Four

Appeal to be submitted to the Chief Executive Officer within 5 working days of the notification of the decision received by the employee. An appeal to be heard within 20 working days of receipt of the appeal by Chair of Governors by the Appeal Committee or Collaborative Governors Appeal Committee.

- Further advice may be sought from schools HR Advisory Service and Legal Service
- Chief Executive Officer requests governance professionals to call a Hearing meeting, inviting the Governors Appeal Committee and the employee raising the grievance.

- The Investigating Officer to provide all appropriate documents for circulation by governance professionals.
- Union Representation is the responsibility of employee.
- The HT must also be informed of the meeting as he/she may be asked to answer questions from the panel.
- The Headteacher's trade union representation is the responsibility of the Headteacher.
- All paperwork to be circulated when sending out invitation to the meeting and needed at least 5 working days prior to the meeting. Additional evidence to be allowed and will be circulated at the same time.
- Once the case is heard the decision to be sent within 5 working days of the hearing being concluded.
- The decision to be given verbally at the meeting.
- Where in attendance our HR provider to draft the decision letter.
- Letter prepared by governance professionals for signature by Chair of Committee.

Minutes of the Appeal are not circulated but can be made available to either party on request.

31 Grievance Process Against Governor/Governing Body

31.1 Stage One

Formal grievance submitted in writing to the Clerk to the Governing Body.

Grievance acknowledged by Clerk to GB and copied to Chair of Governors & Chief Executive Officer

31.2 Stage Two

If necessary, Clerk to GB appoints/requests an Investigating Officer e.g. a Senior member of the Trust Leadership structures to take place within a reasonable period of time but no more than 20 working days.

31.3 Stage Three

Following investigation, the case to be heard by GB Hearing Committee within 20 working days of completion of the investigation.

- Advice may be sought from schools HR Advisory Service and Legal Services
- Governance professionals to call meeting, inviting Governors, the complainant and the Investigating Officer and circulating all paperwork including the Investigating Officer's findings
- The respondent (C of G to represent GB if against whole GB) to be notified of the meeting as they may be called to answer questions from the panel.
- Once the case is heard the decision plus the right of appeal to be sent within 5 working days of the hearing being concluded and the decision given verbally at the meeting. Letter prepared by governance professionals for signature by Chair of Committee

31.4 Stage Four

- Appeal to be submitted to the Clerk to the Governors within 5 working days of the notification of the decision. Appeal to be heard within 20 working days of receipt of formal appeal by Clerk.
- Further advice may be sought from schools HR Advisory Service and Legal Services
- governance professionals to call meeting, inviting Governors, the complainant and the Investigating Officer and circulating all paperwork including the Investigating Officer's findings.
- The respondent (C of G to represent GB if against whole GB), to be notified of the meeting as they may be called to answer questions from the panel
- All paperwork to be circulated when sending out invitation to meeting and needed at least 5 working days prior to the meeting. Additional evidence will be allowed and will be circulated to all parties at the same time
- Once the case is heard the decision to be sent within 5 working days of the hearing being concluded and the decision given verbally at the meeting. Letter prepared by governance professionals for signature by Chair of Committee

- Minutes of the Hearing and Appeal not to be circulated but can be made available to either party on request

32 Allegations of Abuse Against Staff

32.1 Purpose

32.1.1 The procedure for dealing with allegations against staff depends on the situation and circumstances surrounding the allegation. This policy must be followed when dealing with allegations but may be adapted to each case. This policy will be used alongside the Trust's Complaints Policy and Child Protection and Safeguarding Policies.

NB. 'Child' refers to anyone under the age of 18.

32.1.2 This policy covers the process for dealing with allegations that meet the harms threshold, which are allegations where it is alleged that anyone working in the school, including supply teachers, volunteers and contractors, has:

- Behaved in a way that has harmed a child, or may have harmed a child.
- Possibly committed a criminal offence against or related to a child.
- Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.
- Behaved or may have behaved in a way that indicates they may not be suitable to work with children, including in relation to behaviour that may have happened outside of school that might make the individual unsuitable to work with children.

32.1.3 Procedures for managing allegations that do not meet the harms threshold (also known as 'low-level concerns') are not covered in this policy. Low-level concerns will not be viewed as insignificant, but as any concerns that do not meet the harms threshold set out above. A low-level concern is any concern that an adult working in or on behalf of the school may have acted in a way that

- Is inconsistent with the Staff Code of Conduct, including inappropriate conduct outside of work.
- Does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LA designated officer (LADO).

32.1.4 The school's Low-level Concerns Policy outlines the procedures for dealing with allegations that do not meet the harms threshold.

32.1.5 For the purpose of this policy "allegation" refers to allegations that meet the harms threshold.

32.2 Staff covered by this policy

32.2.1 This policy covers allegations against those working in or on behalf of the school in a paid or unpaid capacity, including members of staff, supply teachers, volunteers and contractors.

32.2.2 In some cases, the school will have to deal with an allegation against an individual not directly employed by them, e.g. supply staff provided by an employment agency, where the school's disciplinary procedures do not fully apply because

agencies will have their own procedures.

32.2.3 In these cases, the school will ensure allegations are dealt with properly and will often take the lead on dealing with the allegation as it has access to all of the necessary information. Under no circumstances will the school decide to cease to use a supply teacher due to safeguarding concerns without finding out the facts and liaising with LADO to determine a suitable outcome.

32.2.4 Any supply agencies used by the school will be informed of the school's process for managing allegations. The school will also take account of the agency's policies and their duty to refer to the DBS as personnel suppliers.

32.2.5 If an allegation is made against a governor, the school will follow their local procedure. Where an allegation is substantiated, the school will follow the procedures to consider removing the governor from office.

32.2.6 For the purposes of this policy "member of staff" refers to staff, supply staff, volunteers and contractors.

32.3 Role and responsibilities

32.3.1 The governing board will be responsible for:

- Ensuring this policy is implemented consistently in the school.
- Ensuring welfare support is put in place for staff subject to allegations.
- Making the final decision of whether a member of staff subject to an allegation should be suspended.

32.3.2 The Chief Executive Officer will be responsible for acting as the case manager for allegations relating to the Headteacher.

32.3.3 The Headteacher will be responsible for acting as the case manager for allegations, unless the allegation relates to them or there would be a conflict of interest if they were the case manager.

32.3.4 The case manager will be responsible for:

- Conducting a basic enquiry as soon as an allegation is reported.
- Leading investigations into allegations.
- Working with the LADO when dealing with allegations.

32.3.5 The DSL will be responsible for making referrals to CSCS and/or the police where necessary.

32.3.6 The LADO will provide advice and guidance to the school when considering allegations. Their role is not to investigate the allegation, but to ensure that an appropriate investigation is carried out.

32.4 Reporting concerns and allegations

32.4.1 Staff must report allegations without delay, in line with the following reporting lines:

- Allegations regarding another member of staff will be reported to the Headteacher
- Allegations regarding the Headteacher will be reported to the Chief Executive Officer

32.4.2 Where there is a conflict of interest in reporting the allegation to the Headteacher, staff will report the concern directly to the Chief Executive Officer. They will then use their professional judgement and/or additional advice whether it should be referred directly to the LADO.

32.4.3 Where a pupil makes a disclosure to a member of staff about the behaviour of another member of staff, staff must follow the reporting lines above.

32.4.4 Once an allegation has been made, a case manager will be assigned to lead the investigation. The case manager will be the headteacher or, where the headteacher is the subject of an allegation, the chair of governors.

32.5 Initial response

32.5.1 CSCS and, as appropriate, the police will be contacted immediately if a child has been harmed, there may be an immediate risk of harm to a child, or the situation is an emergency. These reports will be made in line with the Trust's Child Protection and Safeguarding Policy.

32.5.2 Before contacting the LADO, the case manager will conduct a basic enquiry in line with local procedures to establish the facts to help them determine whether there is any foundation to the allegation. During this basic enquiry, the case manager will ensure they collect any information that will be required by the LADO and will be careful not to jeopardise any potential future police investigation.

32.5.3 Once the case manager has conducted the basic enquiry, they will contact the LADO. The case manager and LADO will discuss the nature, content and context of the allegation and decide if:
- No further action is needed.
- A strategy discussion should take place.
- There should be involvement from the police and/or CSCS.

32.5.4 Where the case manager is concerned about the welfare of other children in the community or the staff member's family, they will discuss these concerns with the DSL and conduct a risk assessment of the situation. Where necessary, the DSL will make a referral to CSCS.

32.5.5 If the allegation is about physical contact, e.g. restraint, the strategy discussion or initial evaluation with the LADO will take into account that teachers and other staff are entitled to use reasonable force to control or restrain children in certain circumstances, including dealing with disruptive behaviour.

32.6 No further action

32.6.1 Where the initial assessment leads to no further action, the case manager and LADO will:

- Record the decision and justification for it.
- Agree on what information should be put in writing to the individual concerned and by whom.

32.7 Strategy discussion

32.7.1 If there is cause to suspect a child is suffering, or is likely to suffer, significant harm, a strategy discussion involving the police and/or CSCS will be convened. Strategy discussions will take place in line with the 'Working Together to Safeguarding Children' statutory guidance.

32.7.2 CSCS will convene the meeting to determine the child's welfare and plan rapid future action if there is reasonable cause to suspect the child is suffering or likely to suffer significant harm. A representative of the school may be invited to the meeting. The discussion will be used to:

- Share available information.
- Agree the conduct and timing of any criminal investigation.
- Decide whether enquires under section 47 of the Children Act 1989 must be undertaken.

32.8 Investigation

32.8.1 Where it is clear than an investigation by the police or CSCS is unnecessary, or the strategy discussion or initial assessment decides that this is the case, the LADO will discuss the next steps with the case manager.

32.8.2 Where further enquiries are required to enable a decision about how to proceed, the LADO and case manager will discuss how the investigation will be undertaken and who should conduct the investigation. In most cases, the investigation will be undertaken by a senior member of staff at the school. Where there is a lack of appropriate resources within the school to conduct the investigation, or the nature or complexity of the allegation requires it, the allegation will be conducted by an independent investigator.

32.8.3 The case manager will monitor the progress of the investigation to ensure that it is dealt with thoroughly, fairly and as quickly as possible. The first review will take place no later than four weeks after the initial assessment where possible. Dates of subsequent reviews will be set at the review meeting if the investigation continues and will be conducted at least at fortnightly intervals.

32.9 Informing the member of staff

32.9.1 The member of staff subject to an allegation should be informed of the allegation and given as much information as possible, unless there are good reasons not to. In cases where the allegation needs to be reported to CSCS and/or the police, the case manager will seek advice from the LADO, CSCS and police as appropriate regarding what information can be shared.

32.10 Supply staff

32.10.1 Where an allegation relates to a member of supply staff, the agency will be fully involved and cooperate with any enquiries from the school, LADO, police and/or CSCS. In these cases, the school will usually take the lead as the agency will not have direct access to the required information.

32.10.2 The allegations management meeting which is often arranged by the LADO should address issues such as information sharing, to ensure that any previous concerns or allegations known to the agency or agencies are taken into account by the school during the investigation.

32.11 Organisations or individuals using school premises

32.11.1 Where the school receives an allegation relating to an incident that happened when an individual or organisation was using the premises for the purposes of running activities for children, e.g. community groups or sports associations, the school will inform the LADO and ensure appropriate steps are taken to keep pupils safe and ensure that the allegation is subject to a proper investigation.

32.12 Confidentiality

32.12.1 The case manager and LADO will discuss what information will be shared and with whom, alongside which actions will be taken to manage any possible breaches of confidentiality or press interest.

32.12.2 Information regarding an allegation will only be shared with necessary parties. Every effort will be made to protect the privacy of all parties involved in an allegation. Confidentiality will also be maintained to ensure a fair investigation can be undertaken.

32.12.3 All parties involved in an allegation will be made aware of the requirement to maintain confidentiality and guard against unwanted publicity about any allegations made against teachers whilst investigations are in progress.

32.12.4 Breaches in confidentiality will be taken seriously and may warrant a separate investigation.

32.12.5 The school will not provide the media with any information regarding an allegation.

32.13 Suspension

32.13.1 Suspension will never be an automatic response when an allegation is reported – all options to avoid suspension will be considered prior to taking that decision.

32.13.2 The case manager will carefully consider whether the circumstances warrant suspension from contact with children at the school, or until the allegation is resolved. Suspension will be considered only in cases where there is cause to

suspect a child or other children at the school is/are at risk of harm, or the case is so serious that it might be grounds for dismissal.

32.13.3 The case manager will seek advice from the school's HR provider and the LADO, as well as the police and CSCS where they have been involved. The following options will be considered by the case manager before suspending a member of staff:

- Redeploying the member of staff within the school so that they do not have direct contact with the child or children concerned
- Providing an assistant to be present when the individual has contact with children
- Redeploying the member of staff to alternative work in the school so the individual does not have unsupervised access to children
- Moving the child or children to classes where they will not come into contact with the member of staff – this decision will only be made if it is in the best interests of the child or children involved and takes account of their views
- Temporarily redeploying the member of staff to another role in a different location, e.g. to an alternative school, where available

32.13.4 The Chief Executive Officer will make the final decision on whether the member of staff should be suspended. Where a strategy discussion, or initial assessment, concludes that there should be enquiries by CSCS, and/or an investigation by the police, the LADO will seek the views of the police and CSCS regarding whether the member of staff should be suspended from contact with children. Police involvement does not make it mandatory to suspend a member of staff. The decision to suspend will be made on a case-by-case basis following a risk assessment of whether the person poses a risk of harm to children.

32.13.5 If immediate suspension is considered necessary, the case manager will record the rationale and justification for this decision, alongside the alternatives to suspension that were considered and why they were rejected.

32.13.6 Where suspension is deemed necessary, written confirmation will be given to the member of staff within one working day where possible, which will provide as much detail as appropriate for the reasons for the suspension. The member of staff will be told immediately who their named contact is within the school for the period of their suspension.

32.13.7 Where an allegation relates to a member of supply staff, the governing board will discuss with the supply agency or agencies where the member of staff is working across a number of schools, whether it is appropriate to suspend the individual, or redeploy them to another part of school, whilst an investigation is carried out.

32.13.8 Where the school is made aware that the Secretary of State has made an interim prohibition order, in respect of an individual who works at the school, immediate action will be taken by the school to ensure the individual does not carry out work in contravention of the order, i.e. not carrying out teaching work, pending the findings of the TRA investigation.

32.13.9 Pay arrangements will be implemented while a member of staff is suspended, or an interim prohibition order is in place, details of which can be found in the Pay Policy

document.

32.14 Supporting those involved

32.14.1 **Pupils and parents**

- The welfare of the pupil(s) involved in an allegation will be paramount. Pupils involved will be fully supported in line with the Child Protection and Safeguarding Policy.
- The parents of the pupil(s) involved in an allegation will be told about the allegation as soon as possible if they do not already know about it, unless notifying the parents would put the pupil at further risk. The case manager will work with the LADO to agree who should be informed about the allegation.
- Parents will be made aware of the requirement to maintain confidentiality and guard against unwanted publicity about any allegations made against teachers whilst investigations are in progress.
- Parents will be kept informed about the progress of the allegation, including the outcome and any action taken.

32.14.2 **Staff who report an allegation**

- The school will ensure that all staff feel equipped and supported to report any allegations or concerns.

32.14.3 **Staff subject to an allegation**

Any staff member subject to an allegation will be offered welfare support. The school has a duty of care to all staff and will:

- Manage and minimise the stress caused by the allegation.
- Inform the member of staff as soon as possible about the allegation, explaining the likely course of action, guided by the LADO, and the police where necessary.
- Advise the member of staff to contact their trade union representative, or a colleague for support.
- Appoint a named representative to keep the staff member informed about the progress of the case.
- Provide access to counselling or medical advice where appropriate.
- Not prevent social contact with work colleagues and friends, when staff are suspended, unless there is evidence to suggest this may prejudice the gathering of evidence.

Any information regarding an allegation is confidential and will not ordinarily be shared with other staff or with pupils or parents who are not directly involved in the investigation.

32.15 Outcomes

32.15.1 The following definitions will be used when determining the outcome of an allegation:

- **Substantiated:** There is sufficient evidence to prove the allegation
- **Malicious:** There is sufficient evidence to disprove the allegation and there has been a deliberate act to deceive or cause harm to the person subject of the allegation

- **False:** There is sufficient evidence to disprove the allegation
- **Unsubstantiated:** There is insufficient evidence to either prove or disprove the allegation
- **Unfounded**: There is no evidence or proper basis which supports the allegation being made

32.15.2 The options available to the school will depend on the nature and circumstances of the allegation and the evidence and information available.

32.16 Referral to the DBS

32.16.1 If an allegation is found to be substantiated and the member of staff is dismissed, resigns or otherwise ceases to provide their services to the school, or the school ceases to use the person's services, the school has a legal duty to make a referral to the DBS. For members of teaching staff at the school, the case manager will consider whether to refer the matter to the TRA to consider prohibiting the individual from teaching.

32.16.2 The school will also make a referral to the DBS where it is considered an individual has engaged in conduct that harmed, or is likely to harm, a child, or if they otherwise pose a risk of harm to a child.

32.17 Criminal investigations

32.17.1 Some allegations may result in a criminal investigation taking place. The police will inform the school and the LADO when:

- A criminal investigation and any subsequent trial is complete.
- It is decided to close an investigation without charge.
- It is decided not to continue to prosecute after the person has been charged.

32.17.2 The case manager and LADO will discuss whether any further action against the member of staff is appropriate, including disciplinary action.

32.18 Unsubstantiated, unfounded, false or malicious allegations

32.18.1 If an allegation is determined to be unsubstantiated, unfounded, false or malicious, the LADO and the case manager will consider whether the pupil and/or the person who has made the allegation is in need of help or may have been abused by someone else and this is a cry for help. If this is the case, the DSL will decide whether a referral to CSCS needs to be made.

32.18.2 If a report is shown to be deliberately invented or malicious, the school will consider whether any disciplinary action is appropriate against the individual who made it, in line with the Disciplinary Policy and Procedure (for staff reporters) or Behaviour Policy (for pupil reporters).

32.19 Returning to work

32.19.1 Where a member of staff has been suspended and it is decided on conclusion of the

case that they can return to work, the case manager will decide on the best course of action to facilitate the return to work and seek advice from the school's HR provider and the LADO where necessary. The case manager will also consider how the staff member's contact with the child who made the allegation can best be managed if they are still attending the school.

32.19.2 The member of staff will be provided with support, including welfare support, during their return to work.

32.20 Resignations

32.20.1 If the member of staff leaves, resigns or ceases to provide their services during an investigation, the school will not stop the investigation and it will be completed.

32.20.2 The staff member subject to the allegation will be given a full opportunity to answer the allegation and make representations about it. The process of recording the allegation and supporting evidence and reaching a judgement on the allegation will continue even if the member of staff does not cooperate. The member of staff concerned will be notified of the conclusion of the allegation and sanctions that may be posed.

32.20.3 Other than where allegations are false, malicious, unsubstantiated, or unfounded, the outcome will be made clear when providing references to prospective employers.

32.21 Settlement agreements

32.21.1 The school will not use settlement agreements (also known as compromise agreements) where there are allegations that indicate a person is a risk or poses a risk of harm to children or is deemed not suitable to work with children. A settlement agreement is an agreement by which a person agrees to resign if the employer agrees to not pursue disciplinary action and both parties agree a form of words to be used in any future reference.

32.21.2 In limited circumstances, it may be appropriate to use settlement agreements to end the employment relationship on agreed terms. Where a settlement agreement is used, this will not prevent the school from:

- Fulfilling its legal duty to refer cases to the DBS where the referral criteria are met.
- Providing a fair, accurate and truthful reference that is not misleading to potential employers when requested.
- Considering whether to make a referral to the TRA where the criteria are met.

32.22 Record keeping

32.22.1 Any details of allegations that are found to be malicious or false will be removed from the staff member's personnel record, unless they give their consent for the information to be retained.

32.22.2 For all other allegations, the following information will be kept on the staff

member's personnel file:

- A clear and comprehensive summary of the allegation
- Details of how the allegation was followed up and resolved
- Details of any action taken, and decisions reached and the outcome
- A copy provided to the person concerned, where agreed by CSCS or the police
- A declaration on whether the information will be referred to in any future reference

32.22.3 The school will retain records which contain information about allegations of sexual abuse for the Independent Inquiry into Child Sexual Abuse (IICSA), for the term of the enquiry. All other records will be retained until the staff member subject to the allegation has reached normal pension age or for a period of 10 years from the date of the allegation, whichever is longer.

32.22.4 All records will be managed in line with the Trust's Data Protection Policy.

32.23 References

32.23.1 References will be provided in line with the Trust's Safer Recruitment Policy. Where an allegation is found to be false, unfounded, unsubstantiated or malicious, the school will not include details of the allegation in references. The facts and outcome of any substantiated safe-guarding concerns or allegations will be included in references, provided that the information is factual and does not include opinions.

32.24 Non-recent allegations

32.24.1 If an adult makes an allegation to the school that they were abused as a child, they will be advised to report the allegation to the policy. Non-recent allegations made by a child will be reported to the LADO in line with the LA's procedures for dealing with non-recent allegations.

32.24.2 All pupils and staff will be made aware that abuse can be reported no matter how long ago it happened.

32.25 Monitoring and review

32.25.1 Throughout the process in handling allegations and at conclusion of a case in which an allegation is substantiated, the LADO will review the circumstances of the case with the case manager to determine whether there are any improvements to be made to the school's procedures to help prevent similar events in the future.

32.25.2 This policy will be reviewed annually by the Trust Executive Team and governing board.

APPENDIX A

Safeguarding – Allegations of Abuse Against school staff

Allegation made relating to child or vulnerable adult against a school staff

For Vulnerable Adults 18+ years
Contact Duty Point

For Children up to age 18
Contact the Local Authority Designated Officer

Strategy meeting, convened by Social Worker staff including the following:

- Social Worker staff
- Reps of other agencies involved
- Manager / Asst/Deputy Headteacher / Headteacher
- LADO Officer (children)
- Adult Protection Officer/Child Protection Officer

  - Advice may be required from HR to consider. Action may be:
  - Suspension
  - Temp redeployment
  - Alteration to work arrangements
  - Advice and guidance
  - Supervision

Meeting **considers** allegation and decides: -

- No action
- Type of investigation
- Whether or not it is acceptable for the alleged perpetrator to remain in current post during investigation
- If so, are there any other actions necessary

Investigation takes place, this may be:

- Police investigation
- Social Worker investigation
- Joint investigation
- Managers' investigation

Manager / Asst/Deputy Headteacher/ Headteacher kept informed of progress

Outcome of disciplinary investigation:

- Manager proceeds as per Disciplinary Procedure

Outcome of investigation (Police/SW/joint). Meeting held to discuss outcome and risks:

- Social Worker staff
- Reps of other agencies involved
- Line Manager / Asst/Deputy headteacher / Headteacher
- LADO Officer (children)

33 Complaints Policy

33.1 Purpose

33.1.1 For the purpose of this policy, a "**complaint**" can be defined as 'an expression of dissatisfaction' which can be regarding actions taken or a perceived lack of action.

33.1.2 Complaints can be resolved formally, through this procedure, or informally dependent on the complainant's choice.

33.1.3 A concern can be defined as 'an expression of worry or doubt' for which reassurance is sought.

33.1.4 Any complaint or concern will be taken seriously, whether formally or informally, and the appropriate procedures shall be taken.

33.1.5 A 'grievance' is an issue raised by a member of staff where they feel the school has not implemented a policy or process fairly or properly. Grievances will be dealt with in line with the school's Grievance Policy.

33.1.6 For the purpose of this policy, "concerns" will be classed and addressed as complaints. Any further references to "complaints" will include "concerns".

33.2 Making a complaint

33.2.1 The school is aware that any member of the public, including the parents of past and present pupils, can make a complain about the provision of facilities or services that a school provides.

33.2.2 Complaints are not restricted to parents of attending pupils. The school will consider all complaints.

33.2.3 It is in everyone's interest that concerns and complaints are resolved at the earliest possible stage. Many issues can be resolved informally, without the need to use the formal stages of the complaint's procedure. The Trust takes concerns seriously and will make every effort to resolve the matter as quickly as possible.

33.2.4 The school will ensure that all aspects of the complaint's procedure are:

- Easily accessible and publicised on the school's website.
- Simple to understand and put into practice.
- Impartial, non-adversarial and fair to all parties involved.
- Respectful of confidentiality duties.
- Continuously under improvement, using information gathered during the procedure to inform the school's SLT.
- Fairly investigated, by an independent person when necessary.
- Used to address all issues to provide appropriate and effective responses where necessary.

33.2.5 Complaints are expected to be made as soon as possible after an incident arises to

amend the issue in an appropriate timescale.

33.2.6 The school upholds a three-month time limit in which a complaint can be lodged regarding an incident.

33.2.7 Complaints made outside this time limit will not be automatically refused and exceptions will be considered.

33.2.8 In the case of any timescales changing, all parties involved will be informed of the changes in a timely manner.

33.2.9 Complaints should be made using the appropriate channels of communication, including the use of the Complaints Procedure Form.

33.2.10 All complaints shall be considered, whether they are made in person, by telephone, in writing, electronically via email, or via a third party (such as the Citizen's Advice Bureau).

33.2.11 All complainants will be given the opportunity to fully complete the complaints procedure and a complaint can progress to the next stage of the procedure even if it is not viewed as "justified".

33.2.12 Any complaint made against a member of staff will be initially dealt with by the Headteacher, and then by a committee of the governing board if it is not resolved.

33.2.13 Any complaint made against the Headteacher shall be initially dealt with by Chief Executive Officer and then by a committee of the governing board.

33.2.14 Any complaint made against the chair of governors or any other member of the governing board should be made in writing to the clerk to the governing board, who will then arrange for the complaint to be heard.

33.2.15 If you have difficulty discussing a concern with a particular member of staff, we will respect your views. In these cases, the Headteacher will refer you to another staff member. Similarly, if the member of staff directly involved feels unable to deal with a concern, the Headteacher will refer you to another staff member. The member of staff may be more senior but does not have to be. The ability to consider the concern objectively and impartially is more important.

33.2.16 Any complaint made against the entire governing board, or complaints involving the chair and the vice chair, should be made in writing to the clerk. The clerk will then determine the most appropriate course of action, depending on the nature of the complaint. This action may involve sourcing an independent investigator to initially deal with the complaint and then getting the complaint to be heard by co-opted governors from another school.

33.2.17 Under some circumstances, it may be necessary to deviate from the complaints procedure. Any deviation will be documented, along with the reason for this.

33.2.18 Information about a complaint will not be disclosed to a third party without written consent from the complainant.

33.2.19 In accordance with equality law, we will consider making reasonable adjustments if required, to enable complainants to access and complete this complaints procedure. For instance, providing information in alternative formats, assisting complainants in raising a formal complaint or holding meetings in accessible locations.

33.2.20 Where there are communication difficulties, the complaint may be made in person or via telephone.

33.3 Complaints not covered by this procedure

33.3.1 Complaints regarding the following topics should be directed to the LA:

- Statutory assessments of SEND
- School re-organisation proposals
- Admissions to schools

33.3.2 Complaints about child protection matters will be handled in line with the school's Child Protection and Safeguarding Policy and in accordance with relevant statutory guidance. Any child protection complaints should be directed to the LA designated officer (LADO) or the multi-agency safeguarding hub (MASH).

33.3.3 Complaints concerning admissions will be directed to the appropriate admissions authority.

33.3.4 Complaints about pupils being excluded from the school should be dealt with by following the process explained at: https://www.gov.uk/school-discipline-exclusions/exclusions.

33.3.5 The school has an internal whistleblowing procedure for all staff, including contractors and temporary staff. Complaints of this nature should not be addressed using this complaints procedure. These concerns can be directed to Ofsted by telephone on: **0300 123 3155** or via email at: whistleblowing@ofsted.gov.uk.

33.3.6 Volunteers who have concerns about the school or a member of staff should make their complaint in line with this policy. Volunteers may also be able to complain to the LA or DfE, depending on what the complaint is about.

33.3.7 Staff grievances and disciplinary procedures will be dealt with using the school's internal grievance procedure. In these cases, complainants will not be informed of the outcome of any investigations; however, they will be notified that the matter is being addressed.

33.3.8 This complaints procedure is not to be used when addressing any complaints made about services provided by a third party who may use the school premises or facilities. All complaints concerning this should be directed to the service provider.

33.3.9 Complaints about the content of national curriculum should be made to the DfE.

33.3.10 Complaints about how the school delivers the curriculum, including RE and RSE, will be dealt with using this complaints procedure.

33.3.11 Any complaints about the content of collective worship should be made to the LA, the local Standard Advisory Council on Religious Education or another relevant body.

33.3.12 Complaints from parents who are dissatisfied with the handling of a request to withdraw their child from RE or collective worship will be handled in line with this complaints procedure.

33.4 Complaints procedure

33.4.1 **Stage 1 – (informal): Complaint heard by staff member**

a) On occasions, a parent may raise a concern directly with school staff without any formality. At this stage, it may be unclear whether the parent is making a complaint, seeking information or has misunderstood a situation. Schools need to be clear about the difference between a concern and a complaint. It would be helpful if staff were able to resolve issues on the spot, including offering an apology where necessary. Taking informal concerns seriously at the earliest stage will reduce the numbers that develop into formal complaints.

b) At this stage where the complaint concerns the Headteacher, the complaints can be referred to the Chief Executive Officer.

c) Where the first approach is made to a governor, they should refer the complaint to the appropriate person and advise the complainant of the procedures. It is important that individual governors or the governing body do not become involved at this stage in case they are needed to sit on a panel at a later stage of the procedure.

33.4.2 **Stage 2 – (formal) Complaint heard by Headteacher**

a) If the concern is not able to be resolved informally and the parent confirms a complaint, the opportunity to discuss the matter with an appropriate member of staff will be given e.g. Headteacher, Key Stage Leader, Head of Faculty, member of the Pastoral and Guidance Team. In the case of the complaint being against the Headteacher, this stage will always be heard directly by the Chief Executive Officer. At this stage the head may delegate the task of collating the information to another staff member but not the decision on the action to be taken.

b) The Headteacher will acknowledge the written complaint within five school days of receipt and provide an opportunity to meet the parent to discuss the complaint. At this point the Headteacher may still seek to resolve the complaint informally.

c) The Headteacher (or designated person) will investigate the complaint and a written response will normally be made within ten school days of receipt of the complaint. If this is not possible, a letter will be sent explaining the reason for the delay and providing a revised target date.

d) The written response will include full reasons for the conclusions reached by the Headteacher and what action, if any, the school proposes to take to resolve the matter.

33.4.3 **Stage 3 – (formal): Complaint Heard by Chief Executive Officer**

a) If the complainant is not satisfied with the response of the Headteacher or the complaint is about the Headteacher, the complainant should write to the Chief Executive Officer to request that their complaint is considered further.

b) The Chief Executive Officer will aim to meet with the person making the complaint within 15 days of receiving the complaint.

c) The Chief Executive Officer will conduct an investigation into the complaint, as they deem appropriate. They will make a note of any meetings and ensure they are kept in a locked file.

d) Following the investigation, the Chief Executive Officer will write to the Complainant within 10 days. If this time scale is not appropriate due to the complexity of the complaint, the Chief Executive Officer will advise the parent in writing and provide a revised timescale.

33.4.4 **Stage 4 (formal): Complaint heard by Governing Body's Complaints Committee**

a) If the complainant still remains dissatisfied, they will be advised that a meeting of the governors' complaints committee will be convened. The governors' complaints committee is the last school-based stage of the complaints processes, and is not convened to merely rubber-stamp previous decisions.

b) Individual complaints would not be heard by the whole governing body at any stage, as this could compromise the impartiality of any committee set up for a disciplinary hearing against a member of staff following a serious complaint.

c) The Headteacher would be expected to attend the hearing to give evidence and may also choose to invite staff to attend who had been directly involved in matters raised by the complainant (Subject to the approval of the Chair of the Complaints Committee).

d) The Complaints Committee should consist of three members of the governing body identified by the chair/clerk and is subject to individual availability. The committee nominates the chair. No governor may sit on the committee if they have had any prior involvement in the complaint or circumstances surrounding. In some cases, it may be appropriate to have independent governors from other governing bodies hear the complaint to ensure openness and transparency. Academy Governing Bodies must ensure that at least one member of the panel is independent of the management and running of the school.

e) The complainant will receive a written response explaining the panel's findings and recommendations within 15 school days. This letter will also explain whether there are any further rights of appeal and to whom they need to be addressed.

f) The committee can:
- Dismiss the complaint in whole or in part
- Uphold the complaint in whole or in part
- Decide on the appropriate action to be taken to resolve the complaint
- Recommend changes to the school's systems or procedures to ensure that problems of a similar nature do not recur.

g) Where relevant, the person complained about will receive a summary of the panel's findings and recommendations. They will also receive a copy of the minutes, subject to any necessary redactions under the Data Protection Act 2018 and the UK GDPR.

33.4.5 **Stage 5 (formal): Appeal**

a) The Department for Education will not normally reinvestigate the substance of complaints or overturn any decisions made by the school. They will consider whether the school has adhered to education legislation and any statutory policies connected with the complaint. If a complainant has exhausted the academy's complaints procedure, they will be advised that they can submit a complaint to the DFE using the online form or in writing to:

Ministerial and Public Communications Division
Department for Education
Piccadilly Gate
Store Street
Manchester
M1 2WD

33.5 There are exceptional circumstances to the provisions. These are outlined in paragraph **Exceptional circumstances** below.

33.6 Investigating complaints

a) It is suggested that at each stage, the person investigating the complaint makes sure that they:
- establish what has happened so far, and who has been involved
- clarify the nature of the complaint and what remains unresolved
- meet with the complainant or contact them (if unsure or further information is necessary)
- clarify what the complainant feels would put things right
- interview those involved in the matter and/or those complained of, allowing them to be accompanied if they wish
- conduct the interview with an open mind and be prepared to persist in the questioning
- keep notes of the interview

b) When interviewing pupils to gather information regarding a complaint, the interview should be conducted in the presence of another member of staff or, in the case of serious complaints, e.g. where the possibility of criminal investigation exists, in the presence of their parents.

c) The school will ensure that the conduction of interviews does not prejudice an LA designated officer's (LADO), or police, investigation.

d) The school understands the importance of ensuring a friendly and relaxed area which is free from intimidation.

e) All pupils interviewed will be made fully aware of what the interview concerns and their right to have someone with them.

f) Staff are allowed a colleague to support them at their interview. The colleague must not be anyone likely to be interviewed themselves, including their line manager.

g) The interviewer will not express opinions in words or attitude, so as to not influence the interviewee.

h) The interviewee will sign a copy of the transcription of the interview.

33.7 Recording a complaint

a) A written record shall be kept of any complaint made, whether made via phone, in person or in writing, detailing:
   - The main issues raised, the findings and any recommendations.
   - Whether the complaint was resolved following an informal route, formal route or panel hearing.
   - Actions taken by the school as a result of the complaint (regardless of whether the complaint was upheld).

b) All records are made available for inspection on the school premises by the Headteacher.

c) The school holds the right to use recording devices, where appropriate, to ensure all parties involved are able to review the discussions at a later date.

d) Where there are communication difficulties or disabilities, the school may provide recording devices to ensure the complainant is able to access and review the discussions at a later point.

e) Recording devices will not be used without the prior consent of all parties.

f) The school will not accept, as evidence, any recordings that were obtained covertly and without the informed consent of all parties being recorded.

g) Details of any complaint made shall not be shared with the entire governing board. The exception to this is when a complaint is made against the whole

governing board and they need to be aware of the allegations made against them, to respond to any independent investigation.

h) Complainants have a right to access copies of these records under the UK GDPR and the Freedom of Information Act 2000.

i) The school will hold all records of complaints centrally. Correspondence, statements and records relating to individual complaints are kept confidential except where the Secretary of State or a body conducting an inspection requests to access them.

33.8 Resolving complaints

a) At each stage in the procedure schools will want to keep in mind ways in which a complaint can be resolved. It might be sufficient to acknowledge that the complaint is valid in whole or in part. In addition, it may be appropriate to offer one or more of the following:
   - an apology
   - an explanation
   - an admission that the situation could have been handled differently or better
   - an assurance that the event complained of will not recur
   - an explanation of the steps that have been taken to ensure that it will not happen again
   - an undertaking to review school policies in light of the complaint

b) It would be useful if complainants were encouraged to state what actions/outcome they feel might resolve the problem at any stage. An admission that the school could have handled the situation better is not the same as an admission of negligence.

c) An effective procedure will identify areas of agreement between the parties. It is also of equal importance to clarify any misunderstandings that might have occurred as this can create a positive atmosphere in which to discuss any outstanding issues.

33.9 Exceptional circumstances

a) The DfE expects complainants to have completed the school's complaints procedure before directing a complaint to them. The exceptions to this include when:
   - Pupils are at risk of harm.
   - Pupils are missing education.
   - A complainant is being prevented from having their complaint progress through the school's complaints procedure.
   - The DfE has evidence that the school is proposing to act or is acting unlawfully or unreasonably.

b) If a social services authority decides to investigate a situation, the Headteacher or governing board may postpone the complaints procedure.

c) Where a matter can be resolved through a legal appeal, it will not be considered as a formal complaint. The key areas are: admissions decisions, certain decisions relating to formal assessment of SEND, and decisions to permanently exclude a child.

d) If a complainant commences legal action against the school in relation to their complaint, the school will consider whether to suspend the complaints procedure, until those legal proceedings have concluded.

33.10 Duplicate complaints

a) There may be some cases where at the end of the complaints procedure, the school receives a duplicate complaint from a complainant's spouse, partner, grandparent or child.

b) Where the complaint is about the same subject, the new complainant will be informed that the school has already considered that complaint and that the local process has been completed. The new complainant will be advised to contact the DfE if they are dissatisfied with the school's handling of the original complaint.

c) The school will take care not to overlook any new aspects to the complaint that may not have been previously considered. Any new elements of a complaint will be investigated and dealt with in line with the full complaints procedure.

33.11 Serial and persistent complaints

a) If properly followed, a good complaints procedure will limit the number of complaints that become protracted. However, there will be occasions when, despite all stages of the procedures having been followed, the complainant remains dissatisfied. The decision to stop responding to a complainant should never be taken lightly and the school needs to be sure that:
   - The school has taken every reasonable step to address the complainant's needs;
   - The complainant has been given a clear statement of the school's position and their options (if any) and
   - They are contacting the school repeatedly but making substantially the same points each time.
   - If the complainant tries to reopen the same issue, the chair of governor is able to inform them in writing or via email that the procedure has been exhausted and that the matter is now closed. Complaints campaigns

b) For the purposes of this policy, "complaints campaigns" are where the school receives large volumes of complaints that are all based on the same subject.

c) Where the school becomes the subject of a complaints campaign from complainants who are not connected with the school, a standard, single response will be published on the school's/academy's website.

d) If the school receives a large number of complaints about the same subject from complainants who **are** connected to the school, e.g. parents, each complainant will receive an individual response.

e) If complainants remain dissatisfied with the school's response, they will be directed to the DfE.

33.12 Barring from the premises

a) School premises are private property and therefore any individual can be barred from entering the premises.

b) If an individual's behaviour is cause for concern, the Headteacher can ask the individual to leave the premises.

c) The Headteacher will notify the parties involved in writing, explaining that their implied licence for access to the premises has been temporarily revoked and why, subject to any representations that the individual may wish to make.

d) The individual involved will be given the opportunity to formally express their views regarding the decision to bar them.

e) This decision to bar will be reviewed by the Chief Executive Officer and chair of governors, taking into account any discussions following the incident.

f) If the decision is made to continue the bar, the individual will be contacted in writing, informing them of how long the bar will be in place, they will also be informed of when the decision will be reviewed.

g) Anyone wishing to make a complaint regarding a barring order can do so in writing, including email, to the Headteacher, Chief Executive Officer or chair of governors.

h) Once the school's complaints procedure is completed, the only remaining avenue of appeal is through the Courts.

33.13 Standard of fluency complaints

a) As members of a public authority, all staff are subject to the fluency duty imposed by the Immigration Act 2016, which requires staff members to have an appropriate level of fluency in English in order to teach pupils.

b) The school is free to determine the level of spoken communication necessary in order for staff members to develop effective performance, but it will be matched to the demands of the role in question.

c) The school will be satisfied that an individual has the necessary level of fluency appropriate for the role they will be undertaking, whether this is an existing or potential new member of staff.

d) If a member of the school community feels that a staff member has insufficient proficiency in spoken English for the performance of their role, they are required to follow the complaints as outlined above.

e) For the purpose of this policy, a **"legitimate complaint"** is one which is about the standard of spoken English of a member of staff; complaints regarding an individual's accent, dialect, manner or tone of communication are not considered legitimate complaints.

f) All legitimate complaints regarding the fluency duty will be handled in line with the processes outlined in this policy.

g) In addition to the processes outlined in this policy, the school will assess the merits of a legitimate complaint against the necessary standard of spoken English fluency required for the role in question.

h) To assess the merits, the school will undertake an objective assessment against clear criteria set out in the role specification or, against the level of fluency descriptors relevant to the role in question.

i) If the complaint is upheld, the school will consider what action is necessary to meet the fluency duty; this may include:
   - Specific training
   - Specific re-training
   - Assessment
   - Re-deployment
   - Dismissal

j) Appropriate support will be provided to staff to ensure that they are protected from vexatious complaints and are not subjected to unnecessary fluency testing.

Records of complaints regarding fluency will be kept in accordance with the processes outlined in **Investigating complaints** paragraph above.

33.14 Role of the school complaints unit (SCU)

a) If a complainant remains dissatisfied once the complaint procedure has been completed, they have the right to refer their complaint to the Secretary of State.

b) If a complainant wishes to escalate a complaint of bias, the DfE will require evidence to be submitted with the complaint.

c) The Secretary of State will only intervene when they believe that the governing board has acted unlawfully or unreasonably.

d) They will not overturn a school's decision about a complaint except in exceptional circumstances, such as the school acting unlawfully.

e) When making a final decision about a complaint, the school reserves the right to seek advice from the DfE on whether they are acting reasonably and lawfully; however, they will not be able to advise on how to resolve the complaint.

33.15 Transferring data

a) When a pupil changes school, the pupil's educational record will be transferred to the new school and no copies will be kept.

b) The school will hold records of complaints separate to pupil records while a complaint is ongoing, so that access to these records can be maintained.

c) Information that the school retains relating to a complaint will be stored securely and in line with the school's Records Management Policy.

34 Health and Safety Policy – Please refer to the Trust's full Health & Safety Policy

35 First Aid Policy – Please refer to the Trust's full First Aid Policy

36 Lone Worker Policy

36.1 Introduction

36.1.1 The school recognises that some staff are required to work by themselves, without close or direct supervision, sometimes in isolated work areas or out of office hours.

36.1.2 Under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, an Employer has a duty of care to advise and assess risk for workers when they work by themselves in these circumstances.

36.1.3 However, staff have responsibilities to take reasonable care of themselves and other people affected by their work. Staff must ensure they are medically fit to work alone.

36.2 Scope of the Policy

36.2.1 This policy applies to all situations involving lone working arising in connection with the duties and activities of staff.

36.2.2 'Lone workers' includes:

a) Those working at their main place of work where:
- Only one person is working on the premises, e.g. caretakers, key-holders.
- People work separately from each other, e.g. in different locations.
- People working outside normal office hours, e.g. cleaners.

b) Those working away from their fixed base where:
- One worker is visiting another agency's premises or meeting venue.
- One worker is making a home visit to an individual.
- One worker is working from their own home.

36.3 Aims of the Policy

36.3.1 The aim of the policy is to: -
- Increase staff awareness of safety issues relating to lone working;
- Ensure that the risk of lone working is assessed in a systematic and ongoing way, and that safe systems and methods of work are put in place to reduce the risk so far as is reasonably practicable;
- Ensure that appropriate support and training is available to all staff that equips them to recognise risk and provides practical advice on safety when working alone;
- Encourage full reporting and recording of all adverse incidents relating to lone working;
- Reduce the number of incidents and injuries to staff related to lone working.

36.4 Guidance for risk assessments of lone working
- Is the person medically fit and suitable to work alone?
- Are there adequate channels of communication in an emergency?
- Does the workplace or task present a special risk to the lone worker?

- Is there a risk of violence?
- Are women especially at risk if they work alone?
- Has an alternative to a home visit been considered?
- Has safe travelling between appointments been arranged?
- Have reporting and recording arrangements been made where appropriate?
- Can the whereabouts of the lone worker be traced?

36.5 Good practice for lone workers

- During their working hours, all staff leaving the workplace (or home) should leave written details of where they are going and their estimated time of arrival back at the school.
- If, in the course of a trip away from the school, plans change significantly, this should be communicated back to the office.
- Telephone contact between the lone worker and a colleague, may also be advisable.
- Staff should avoid meeting clients alone at the workplace.
- When this is unavoidable, staff must make a risk assessment and obtain the prior agreement of their line manager who will make any arrangements to ensure their safety. This should be recorded in the bookings diary, giving contact details of the person who is being met.
- Lone workers should have access to adequate first-aid facilities and mobile workers should carry a first aid kit suitable for treating minor injuries.
- Lone workers should be provided with a mobile phone and other personal safety equipment where this is necessary.
- Occasionally, risk assessments may indicate that lone workers need training in first aid.

36.6 Children and vulnerable adults – Please refer to the relevant Policies

- In general, staff should never work alone with a child or vulnerable adult.
- Staff should never transport a child on their own and should assess any risk before transporting a vulnerable adult alone.

36.7 Monitoring safety issues

- Lone workers must report incidents such as accidents and near misses, including all incidents where they feel threatened, in the school accident book. This includes incidents of verbal abuse.
- During supervision, managers will ask people working on their own whether there are any safety concerns that aren't being addressed. Lone workers are encouraged to seek help and advice if any safety concerns arise.

37 No-Smoking Policy

The school has a duty to ensure, as far as practical, the health, safety and welfare of its staff at work.

Member of staff who smoke represent an unacceptable risk to those with whom they work as a result of passive smoking. Smoking also has a detrimental effect on the school's business because of associated absenteeism on the grounds of ill health and the increased potential for fire on the school's property. In addition, it is also illegal to allow smoking in public places, including the school premises.

This policy applies to anything which can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes (vapes), pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

37.1 Policy

37.1.1 Smoking is forbidden on all school premises including the grounds and car parks.

37.1.2 This policy applies to all staff, agency staff, contractors, consultants and visitors.

37.1.3 Smoking is forbidden in all Trust vehicles.

37.2 Procedure

37.2.1 A member of staff found smoking in breach of this policy will be committing a serious offence and will be subject to disciplinary action, up to and including a possible dismissal for gross misconduct.

37.2.2 A member of staff found smoking in breach of this policy could face a fixed penalty notice of £50 by a Local Authority Enforcement Officer and subsequently a fine of up to £200. The school can also be fined for a member of staff's breach.

37.2.3 No member of staff shall suffer any detriment by exercising their rights under this policy.

37.2.4 The Headteacher is responsible for ensuring that the policy is adhered to by all members of staff. Members of staff who see another person breaching this policy must report the breach to one of the people who are responsible for ensuring the adherence of the policy.

38 Menopause policy

38.1 About this policy

38.1.1 We are committed to supporting staff affected by the menopause.

38.1.2 We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.

38.1.3 The purpose of this policy is to raise awareness of the menopause and its impact in the workplace, encourage open conversations between managers and staff and direct staff to relevant advice and assistance.

38.1.4 This policy applies to all employees, officers, consultants, contractors, casual workers and agency workers.

38.1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

38.1.6 Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that this data is sensitive and will handle it in a confidential manner.

38.2 What is menopause?

38.2.1 According to the NHS, menopause occurs when periods have stopped for over 12 months due to lower hormone levels.

38.2.2 Most women will experience menopause at some point during their life. The menopause can also impact people who may not identify as female, such as trans and non-binary people.

38.2.3 Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.

38.2.4 Symptoms can be psychological (such as anxiety, mood swings and problems with memory and concentration) or physical (such as hot flushes, sleep disturbance and headaches).

38.2.5 The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. Symptoms can vary and, in some cases may be very severe. Different people may experience symptoms in different combinations which can change with time.

38.2.6 Menopause is preceded by the perimenopause, during which periods continue but, the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes the perimenopause.

38.3 Open conversations

38.3.1 Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.

38.3.2 We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

38.3.3 Anyone affected by menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work.

38.3.4 Line managers should be ready to have open conversations with staff about menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

38.4 Risk assessments

38.4.1 We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those experiencing menopause.

38.5 Support and adjustments

38.5.1 While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.

38.5.2 If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so you should contact the Headteacher.

38.5.3 Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, we may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.

38.5.4 We may refer you to our Occupational Health Department seek medical advice from your healthcare professional to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in our Sickness absence policy.

38.5.5 If you need additional support, you also have access to our confidential employee

support helpline facilitated by Education Mutual via scanning the QR code/s on the Education Mutual flyer or www.educationmutual.co.uk.

39 Substance Misuse Policy (see separate policy for updates)

39.1 Introduction

39.1.1 The Governing Body of Prince Regent Street Trust is committed to providing a safe and healthy working environment for all employees. It recognises that a substance misuse problem may be an illness and should be treated in the same way as any other illness.

39.1.2 Substance misuse is using a substance which negatively affects the way the user feels mentally or physically and can have a detrimental effect on the user's health and well-being. It includes alcohol, illegal or legal drugs, prescription medicines (e.g. tranquillisers, anti-depressants, over the counter medicines), solvents, glue, and lighter fuel.

39.1.3 The inappropriate use of substances can damage the health and well-being of employees and have far reaching effects on their personal and working lives. At work, substance misuse can result in reduced levels of attendance, sub-standard work performance and increased health and safety risks not only for the individual concerned but also for others, for example, pupils, work colleagues, members of the public etc. Furthermore, the effects of substance misuse are likely to be detrimental to the school's reputation, image and its ability to deliver high quality education to pupils.

39.1.4 This policy should be read in conjunction with the Trust's Attendance and Absence Management Policy, Disciplinary Policy, Capability Policy and Health and Well Being Policy.

39.2 Who does this policy apply to?

39.2.1 This policy will apply to all staff in schools whose contracts of employment have been issued by Prince Regent Street Trust.

39.3 Aims

39.3.1 This policy has been produced to ensure that employees are aware of the risks associated with substance misuse and the consequences, including any legal consequences, of their actions.

The policy aims to:

- Promote a culture in which substance misuse is discouraged;
- Prevent substance misuse by raising awareness of the risks and potential harm to health associated with the use of intoxicating substances;
- Provide practical guidance on how to deal with substance misuse effectively and ensure any cases are dealt with in an appropriate, fair and consistent manner;
- Recognise substance misuse problems primarily as a health matter needing help and treatment;
- Encourage employees who suspect or know they have a substance misuse problem to seek help voluntarily and provide assistance to these employees to overcome their problem;

- Maintain and improve employee performance.

39.4 Legislation

39.4.1 The Health and Safety at Work Act 1974

The Governing Body and the Local Authority have a duty under the Health and Safety at Work Act 1974 to ensure, as far as is reasonably practicable, the health, safety and welfare at work of their employees. Under Section 7 of the Health and Safety at Work Act, employees have a duty not to endanger themselves or others and to co-operate with the School/Local Authority in meeting statutory requirements. Under the Management of Health and Safety at Work Regulations 1999, there is also a duty to assess the risks to the health and safety of employees. If knowingly allowing an employee under the influence of a substance to continue working and their behaviour places the employee or others at risk, there could be a prosecution.

39.4.2 The Road Traffic Act 1988

The Road Traffic Act 1988 states that any person who, when driving or attempting to drive a motor vehicle on a road or other public place, is unfit to drive through drink or drugs shall be guilty of an offence. An offence is also committed if a person unfit through drink or drugs is in charge of a motor vehicle in the same circumstances.

39.4.3 The Misuse of Drugs Act 1971

This Act makes the production, supply and possession of controlled drugs unlawful except in certain specified circumstances (for example, when they have been prescribed by a healthcare professional). If an employer knowingly permits the production or supply of any controlled drugs, the smoking of cannabis or certain other activities to take place on School or Council premises, this could be an offence.

39.4.4 The Disability Discrimination Act 1995

The Disability Discrimination Act 1995 does not recognise substance misuse (e.g. alcohol or heroin dependency) as a disability under the Act but any condition arising from the abuse may be (e.g. cirrhosis of the liver arising from alcoholism).

39.4.5 Other Legislation to Consider

- Provision and Use of Work Equipment Regulations 1998
- Data Protection Act 1998
- Human Rights Act 1998

39.5 Responsibilities

39.5.1 The Governing Body shall:

- Ensure this policy is implemented and procedures are in place that recognise and deal with the issue of substance misuse;
- Ensure that all employees have access to this policy and that new employees are made aware of it;
- Actively demonstrate recognition of substance misuse problems by creating an environment where staff feel comfortable in asking for help;
- Act early and provide consistent support;
- Enlist the support of Human Resources and Occupational Health when appropriate and ensure staff have access to this support.

39.5.2 **Line Managers shall:**

- Be familiar with this policy and guidelines and ensure that employees understand the policy and their own responsibilities;
- Be aware of the signs of substance misuse and the effects on performance, attendance and health of employees;
- Review relevant health and safety risk assessments in the knowledge of an employee having a substance misuse problem which could increase the risk to the employee or others – especially the potential impact on pupils;
- Ensure that staff understand the policy and are aware of the support and assistance available and also of the possible implications on their employment if substance misuse affects performance, attendance or health;
- Intervene at an early stage where changes in performance, behaviour, sickness levels, and attendance patterns are identified to establish whether substance misuse is an underlying cause;
- Instigate disciplinary and or/capability procedures where appropriate to do so;
- Liaise with Human Resources to refer staff to Occupational Health or Counselling when there are concerns or absence due to substance misuse;
- Review and monitor the progress of an employee who is undertaking a programme of assistance;
- Ensure the provision of all reasonable support to employees;
- Seek advice where necessary from Human Resources on the approach to be adopted if they are aware or suspect an employee has a substance misuse problem.

39.5.3 **Staff shall:**

- Behave responsibly at all times to safeguard their own health and safety and that of those around them;
- Co-operate with management in ensuring the implementation of this policy;
- Not possess, store, trade or sell controlled drugs on school premises or other Council premises or bring the school or Trust into disrepute by engaging in activities outside of work. The only exception of possession or storing of drugs would be where an employee has a prescription;
- Seek help if they have concerns regarding substance misuse. It is advised that staff approach their Headteacher or Line Manager so that appropriate support to help speedy rehabilitation can be arranged, for example, referral to the Occupational Health service, medical professionals, professional drug/alcohol agencies etc;
- Attend Occupational Health appointments or other arranged meetings unless there is a genuine reason not to;

- Cooperate with any other support mechanisms offered by school or the Local Authority; e.g. Counselling;
- Encourage a colleague who they suspect has a substance misuse problem to seek help. Where the individual concerned does not wish to come forward to seek help, and their colleague(s) genuinely suspect that the individual has a problem, they have a responsibility to raise their concerns with their Headteacher/Line Manager.

39.5.4 **Human Resources shall:**

- Provide the necessary professional advice and support to the Governing Body and all school staff when required;
- Refer staff to Occupational Health, Workstep, or Counselling or signpost to other local agencies when appropriate.

39.6 Possible Indicators of Substance Misuse

39.6.1 The following indicators are signs of possible substance misuse, although it is important to note that these can also be caused by other factors, such as stress, physical illness, mental health problems or the effects of prescription drugs.

- Repeated patterns of depression, or fatigue from sleeplessness, which last two to three days
- Erratic performance
- Unusual irritability or aggression
- Overconfidence
- Inappropriate behaviour
- Sudden mood changes from extreme happiness to severe depression
- Reduced response times
- A tendency to become confused, poor concentration and memory
- Reduced productivity
- Absenteeism – an increase in sickness absence (especially Monday and Friday absences or long term)
- Poor time-keeping
- Lack of discipline
- Neglect of personal care
- Deterioration in relationships with colleagues or pupils etc
- Dishonesty and theft
- Financial irregularities
- Poor co-ordination, judgement, frequent injuries or accidents.

39.7 At Work

39.7.1 Employees must report for work, and remain throughout the working day, in a fit and safe condition to undertake their duties and not be under the influence of alcohol or drugs.

39.7.2 Employees must not consume alcohol or drugs at any time while at work including during breaks or lunchtimes spent at or away from school premises. Exceptions apply to drugs prescribed for the individual or over the counter medicines used for their intended purpose (in accordance with the instructions given by the prescriber,

pharmacist or manufacturer) and where the safety of the individual or others with whom they come into contact is not compromised. The alcohol restriction does not apply to work-related functions or activities that take place at the end of an employee's working day after which they are not returning to work, although permission should be obtained from the Headteacher/Chief Executive Officer before consuming alcohol on the school premises for such a function. Employees are expected to conduct themselves in a professional manner at all times.

39.7.3 Should an employee be prescribed medication or plan to take over the counter medicines that may cause side effects and impair their ability to undertake their duties safely and effectively, they must inform their Headteacher/Line Manager immediately.

39.7.4 Similarly, employees who experience side effects as a result of taking prescribed or over the counter medicines that impair their ability to perform their duties safely and satisfactorily must notify their Headteacher/Line Manager immediately.

39.7.5 Employees are not obliged to disclose the actual medical condition being treated nor the medication – simply the impact/side effects. However, support can only be provided for the employee based on the information provided.

39.8 Outside Working Hours

39.8.1 Employees must not consume intoxicating substances before arriving for duty or when they may be required to attend work at short notice, for example when a caretaker may have to attend an emergency call out.

39.8.2 As intoxicating substances can remain in the system for some time and even small amounts can impair performance and jeopardise safety, employees must allow sufficient time for substances to leave their system before reporting for work.

39.8.3 Employees need to be aware that actions outside of working hours, which bring or are likely to bring the School or Local Authority into disrepute, may lead to disciplinary action and ultimately dismissal.

39.9 Procedure

39.9.1 Substance misuse problems may come to light in various ways which may include the Headteacher/Line Manager identifying deteriorating work performance or behaviour, a colleague identifying signs, or the problem may become apparent during a disciplinary or other type of interview or a complaint received from a pupil, parent or member of the public.

39.9.2 If an employee has, or it is felt they have, a substance misuse problem, all discussions will be kept strictly confidential. This will also be the case with counselling or any other treatment that the employee undertakes. It is the employee's choice whether to be open with none, some or all colleagues about their problems. Openness can result in greater understanding and support for the person concerned; however, legally, this is and must be the choice of the employee.

39.10 Informal Meeting

39.10.1 If there are concerns regarding an employee with a possible substance misuse problem, the Headteacher/Line Manager should meet with the employee at the earliest opportunity to discuss their concerns. This meeting should be conducted on an informal basis but if the employee wishes to be accompanied, this should be supported.

39.10.2 The purpose of the meeting is to identify the cause(s) of the concern (which may or may not be a consequence of substance misuse) and to determine the appropriate way to address the issues. If the employee confirms that the cause is related to substance misuse then a referral should be made to Occupational Health through Human Resources. Even if substance misuse is denied by the employee, but still suspected a referral should be made to Occupational Health.

39.11 Support

39.11.1 Following receipt of the Occupational Health report the Headteacher/Line Manager should meet with the employee to discuss the content of the report and agree a way forward in implementing any recommendations which have an impact on the employee's health, work performance and provision of education to pupils.

39.11.2 If Occupational Health consider the employee to be fit to attend work, the school should ensure, as far as reasonably practical, that they accommodate any recommendations made by them to facilitate continued attendance at work.

39.11.3 If the employee refuses help and support, they should be informed that if the present performance/behaviour continues to be of concern it may be necessary to invoke the capability/disciplinary procedures.

39.11.4 If the employee is absent from work on sick leave (either short or long term), the provisions of the Attendance and Absence Management Policy will apply and the appropriate entitlement to sick pay will be paid. Once an employee returns to work, it is recognised that they may require intermittent or regular leave during their period of rehabilitation to allow for treatment. A reasonable time off should be considered and granted for this. During the period of treatment or rehabilitation, the Headteacher/Line Manager should meet with the employee regularly, to ensure that all agreed support mechanisms and work arrangements have been implemented and to review the effectiveness of them. All meetings should be documented.

39.11.5 It is not unusual for individuals to experience a relapse whilst still having treatment for substance misuse. A second period of rehabilitation should therefore be considered in these cases. However, where treatment/rehabilitation is unsuccessful or successive relapses can no longer be accepted or when it becomes apparent that the employee will not be able to return to work in an acceptable timescale or is unable to perform their duties to the standard required, the school will consider the continuing employment of the employee.

39.11.6 Whilst every reasonable support will be given where possible, it should be noted that if the education of pupils is in jeopardy earlier action against the employee may be taken.

39.12 Breaches of the Policy

39.12.1 The Trust will, where appropriate, adopt a constructive and supportive approach when dealing with employees who may be experiencing drug or alcohol dependency/addiction.

39.12.2 Employees seeking assistance for a substance misuse problem will not have their employment terminated simply because of their problems. However, if performance, attendance or behaviour is unacceptable, despite any support and assistance that can be offered, ultimately dismissal may be unavoidable.

39.12.3 Notwithstanding the above, there will be circumstances where breaches of the policy, whether dependency related or not, will be treated as a disciplinary matter and may result in disciplinary action being taken which could lead to dismissal. Examples of such circumstances associated with intoxicating substances include, but are not exhaustive to:

- Deliberate disregard for personal safety and that of others;
- Unacceptable behaviour in school;
- Being found incapable of performing normal duties satisfactorily and safely;
- Consuming intoxicating substances during the school day or when liable to be called out at short notice;
- Possession, consumption, dealing/trafficking, selling, storage of controlled drugs either on School or Local Authority premises or engaging in such activities at work;
- Being disqualified from driving as a result of alcohol or drug related offences where a driving licence is essential to the post or where the offence seriously undermines the reputation of the school;
- Making malicious allegations that a colleague is misusing intoxicating substances;
- Conduct which could bring the school into disrepute.

There may be instances where the school will be obliged to inform the police of any activity or behaviour for which there are concerns as to its legality.

39.13 Useful Contacts

Addaction
www.addaction.org.uk
A UK-wide treatment agency, helping individuals, families and communities to manage the effects of drug and alcohol misuse.

Adfam
www.adfam.org.uk

A national charity working with families affected by drugs and alcohol. Adfam operates an online message board and database of local support groups.

Al Anon
http://www.al-anonuk.org.uk
The AA support group for families and those affected by a problem drinker.

Alcoholics Anonymous
www.alcoholics-anonymous.org.uk
(AA) is a free self-help group. Its '12-step' programme involves getting sober with the help of regular support groups. AA's belief is that people with drink problems need to give up alcohol permanently.

Drinkline
www.patient.co.uk/support/Drinkline.
The national alcohol helpline. If you're worried about your own or someone else's drinking, you can call this free helpline, in complete confidence, 24 hours a day. Call 0800 917 8282.

Drug Action Teams
www.drugs.homeoffice.gov.uk/dat
Many drug action teams (DATs) have lots of useful information on their websites about local organisations that can provide help and advice on a whole range of issues. Use this link to find your nearest DAT.

European Association for the Treatment of Addiction (EATA)
http://www.eata.org.uk/
European Association for the Treatment of Addiction is the largest membership organisation for the independent drug and alcohol treatment and aftercare sector. Their aim is to ensure that people with substance dependencies get the treatment they need.

Helpfinder – Treatment Database
www.drugscope.org.uk
DrugScope have developed a database of drug treatment services in England, Wales and Scotland. It is searchable by several different criteria, including service name, treatment offered and geographical region.

National Treatment Agency for Substance Misuse
www.nta.nhs.uk
The National Treatment Agency (NTA) is a special health authority, created by the Government to improve the availability, capacity and effectiveness of treatment for drug misuse in England. You can find further information on the NTA's website about types of treatment, access to treatment and treatment providers.

NHS Choices
www.nhs.uk/conditions/Drug-misuse

The NHS Choices website has further information about drug misuse and where to get help.

Residential treatment directory
http://www.nta.nhs.uk/about_treatment/treatment_directories/residential/resdirectory
An online directory provided by the National Treatment Agency of residential rehabilitation services in England and Wales for drug and alcohol misusers.

Talk to Frank
www.talktofrank.com
The FRANK campaign provides information and support for young people to ensure they understand the risks and dangers of drugs and their use and that they know where to go for help and advice.

40 Sickness Absence

40.1 Introduction

40.1.1 The school is committed to maintaining the health, safety and welfare of its staff, seeks to provide a positive and healthy working environment and recognises the value of its member of staff's work/life balance. Regular attendance at work is an integral part of every member of staff's contract of employment. However, it is recognised that staff will on occasion have genuine and acceptable health reasons to be absent from work and on those occasions, they will aim to support a member of staff during the period of absence, with the aim of assisting their return to work at the earliest opportunity.

40.1.2 The overall aim of the policy is to minimise absence levels across the and provide information on how the school may support those staff who are unable to attend work due to ill health, in order to ensure the best quality of education to pupils of the. This policy also aims to provide a fair and consistent framework for managing attendance and should inform all staff of their responsibilities regarding attendance at work.

40.1.3 In accordance with its obligations under the Equality Act 2010, the school will make all reasonable efforts to allow staff with a disability to continue their employment.

40.1.4 This policy is not contractual and the school depart from its terms where circumstances dictate. In particular the school may opt to depart from the terms of this policy in the first two years of the member of staff's employment.

40.1.5 The School Responsibilities

- To inform all staff of attendance management procedures including the conditions of the sick pay scheme.
- To record all sickness absence upon notification.
- To meet with staff on their return to work, regardless of the duration of the absence.
- To monitor and review sickness absence across the school. To decide if a Stage 1 Absence Hearing with a member of staff when their sickness absence level has reached a trigger point is appropriate.
- To maintain reasonable contact with staff during a period of absence.

40.1.6 The member of staff's Responsibilities

- To attend work when fit to do so.
- To comply with the school's notification of sickness absence procedures.
- To maintain reasonable contact with the school and to meet with the school when required during periods of absence of four weeks or longer ("long term sickness absence").
- If requested to do so by the school, to attend occupational health (and potentially other medical) appointments.

40.2 Attendance Management Procedure

40.2.1 How to Report Sickness Absence

- The purpose of having a clear reporting process is to ensure that the school can make appropriate arrangements to minimise the impact of sickness absence. This may involve arranging for supply cover or longer- term arrangements in the event that a member of staff is absent for a longer period of time.
- As such the School has set the following absence reporting procedure, which must be followed in the event of sickness absence. A failure to follow this procedure may result in sick pay being withheld and/or the absence being treated as an unauthorised absence in accordance with the school's disciplinary procedure.
- On the first day of sickness absence the member of staff must telephone the Headteacher by no later than **7:30am** of the reason for their absence and the likely duration of their absence.
- Unless and until the member of staff is certified by a healthcare professional's fit note, the member of staff must telephone the Headteacher by no later than **8.00am** for each day of absence unless instructed otherwise. The member of staff has an ongoing duty to maintain contact with the school for the duration of their absence.
- If the member of staff's absence persists for longer than seven consecutive days (including weekends), then the member of staff must submit a healthcare professional's fit note to the school.

40.3 Sick Pay

40.3.1 Sick pay is based on length of service. For teachers this is aggregated teaching service within any Local Education Authority and any Academy and for all other staff it is continuous service within any public authority to which the Redundancy Payments Modification Order 1985 applies.

40.3.2 If the School is concerned that the reason(s) given for the member of staff's absences are not genuine, the school may commence action under the school disciplinary procedure. In this case the school is considering the member of staff's conduct.

40.3.3 The school reserves the right to withhold sick pay in circumstances which are described in the relevant paragraphs of the conditions of service for teachers and support staff. Additionally, if the member of staff is found to be carrying out some other work, within their contracted hours at the school, sick pay could be withheld.

40.3.4 Members of staff who are absent from work on sickness absence must not participate in any other form of work (paid or unpaid) during or outside of their normal working hours without the prior written authorisation of the school. It is the responsibility of the member of staff to notify School if undertaking therapeutic work whilst off sick and to avoid misunderstandings it is advised that the member of staff should consult with the School's Occupational Health as to the advisability of such activity.

40.4 Sick Leave Payments

40.4.1 Sick payment periods are calculated directly by the Academy's payroll provider therefore all periods of sickness absence must be recorded accurately.

40.4.2 Each month Staff Absence Returns must be forwarded to the payroll provider stating who has been absent due to sickness and for what period of time.

40.4.3 When an employee is transferring onto half pay/nil pay, they should be informed in writing. When all Statutory Sick Pay has been exhausted, an SSP1 form should be forwarded to the employee.

40.5 Sick Leave Payment Periods

Teaching Staff - The payment of sick pay is calculated on the basis of the following:

TEACHING STAFF	**Full Pay**	**Half Pay**
During 1st year of service (up to 4 months)	25 working days	Nil
During 1st year of service (After completing 4 months service)	25 working days	50 working days
During 2nd year of service	50 working days	50 working days
During 3rd year of service	75 working days	75 working days
During 4th and successive years of service	100 working days	100 working days

For the purpose of Teachers sick pay, 'service' includes <u>all</u> aggregated teaching service.

For the purpose of calculating a teachers' entitlement, a year is deemed to begin on 1st April and end 31st March of the following year. Where a teacher starts service after 1st April in any year, the full entitlement for that year will be applicable.

Support Staff - The payment of sick pay is calculated on the basis of the employee's continuous service:

SUPPORT STAFF	**Full Pay**	**Half Pay**
During 1st year of service (up to 4 months)	1 month	
During 1st year of service (After completing 4 months service)	1 month and	2 months
During 2nd year of service	2 months and	2 months
During 3rd year of service	4 months and	4 months
During 4th and 5th year of service	5 months and	5 months
After 5 years' service	6 months and	6 months

40.6 Suspending Sick Payments

Sick payments may be suspended if employees are considered to have abused the sickness scheme. Actions that may result in suspension of sick pay:

- Failure to provide Statements of Fitness for Work (Fit Notes) to cover absences
- Failure to participate in the procedure
- Failure to fulfil the responsibilities of an employee
- Personal actions that may have affected the recovery rate
- Misconduct or neglect
- Injury sustained during active participation in a professional sport
- Injury while working in own time for private gain or for another employer

If sick pay is to be withheld the employee will be sent prior notification that should they not make contact or comply with the managing attendance procedure then their sick pay will be withheld. Although this can be given verbally it will be followed up in writing.

Abuse of the sickness scheme may be dealt with under the disciplinary procedure.

Where suspension of sick pay is proposed the Headteacher will:

a) Inform the employee in writing if any suspension of sick pay is proposed, when action has been taken to stop pay and the reasons for this.
b) Inform the payroll provider if sick payments are to be suspended.

Where sick pay is withheld the situation will be kept under review. Depending on the subsequent developments it may be appropriate to reinstate the sick pay. Further advice can be sought from Human Resources.

40.7 Statutory Sick Pay ("SSP")

40.7.1 In order to qualify for SSP a member of staff must:

- Be sick for at least 4 or more days in a row (including weekends and bank holidays) (SSP is not payable for the first 3 days of any period of absence); and
- Earn an average of not less than the Lower Earnings Limit for National Insurance Contributions (NIC).

40.7.2 SSP is paid by the school for up to a maximum of 28 weeks.

40.8 Surgery not for Medical Reasons

40.8.1 Time off for surgery that is not for medical reasons will ordinarily not be paid by the school.

40.8.2 Any leave granted, whether paid or unpaid, will be subject to the availability of staff to cover the member of staff 's period of absence.

40.9 Returning to Work

40.9.1 Where a healthcare professional advises the member of staff that "you are not fit for work" the healthcare professional will state the period (or dates) that this will be the case and whether they will need to assess the member of staff again. If the healthcare professional has not stated that they need to assess the member of staff again, it will ordinarily be assumed that the member of staff will return to work on expiry of the fit note. There may be occasions where it is advisable to ask the member of staff to seek further advice from their healthcare professional regarding a return to work or to seek advice from an occupational health advisor before the member of staff is allowed to return to work. The member of staff is required to attend such an additional appointment as reasonably instructed by the school.

40.9.2 During such additional period of assessment (unless the member of staff refuses to attend such an appointment), the member of staff will remain entitled to sick pay in accordance with the SSP or the member of staff's terms and conditions of service.

40.9.3 The fit note offers a new option - 'may be fit for work taking account of the following advice'.

40.9.4 A healthcare professional may be able to suggest ways of helping a member of staff get back to work. This might mean discussing:

- A phased return to work.
- Flexible working.
- Amended duties.
- Workplace adaptations.

40.9.5 It is important that staff contact the Headteacher, as soon as possible on receipt of such advice and in any event significantly prior to their return to work to discuss any adjustments suggested by their healthcare professional. Members of staff should inform the school of their proposed return to work date as soon as possible.

40.9.6 The school will investigate reasonable suggestions made by a healthcare professional of steps that may assist a member of staff to return. However various factors may prevent the school from acting on such advice including (but not limited to) maintaining education standards, the impact on pupils or other staff, practicability, disruption to school life and cost.

40.9.7 On their return to work, the member of staff must contact the Headteacher and complete the Sickness Notification Form as directed.

40.10 Occupational Health

40.10.1 The school may refer the member of staff to an occupational health advisor who will be able to advice on matters such as:

- When the member of staff may be able to return to their role.
- The member of staff's ability to carry out their role.
- Whether the member of staff falls under the auspices of the Equality Act 2010, and whether any adjustments or modifications could be made to assist the member of staff in carrying out their role.

- Whether the member of staff is (or will soon be) unable to carry out their role and/or the member of staff 's ability to carry out alternative duties within the school.
- Whether any adjustments or modifications could be made to assist the member of staff in carrying out such alternative duties.

40.10.2 The school has a duty of care to its staff to consider appropriate support options including reasonable adjustments or phased returns to work.

40.10.3 It may be appropriate for staff experiencing a psychological illness i.e. stress/anxiety/depression or a musculoskeletal complaint i.e. neck/shoulder/back condition, that an immediate referral to occupational health is made.

40.11 Return to Work Interview

40.11.1 Following a period of sickness absence, the member of staff will be required to attend a return-to-work interview. Ideally this should be done on the member of staff's first day back to work. If this isn't possible it should be held within three days of their return to work.

40.11.2 The meeting will normally be held by the member of staff's line manager or head of department. The purpose of the interview is to welcome the member of staff back to work, inform them of any changes during their absence and to seek reassurance on the part of the whether the member of staff is completely fit for work or needs extra support at the time. It is also to demonstrate the school's commitment to monitoring the health and well-being of its staff. It may be that a referral to occupational health for investigation of the member of staff's health problems is necessary to gain advice on medium and long term fitness for work and if there is an underlying condition requiring reasonable adjustments to be carried out.

40.11.3 In a Return-to-Work interview staff should be made aware when they are near to reaching the trigger points and that reaching these could result in a Stage 1 Absence Meeting (and that a Stage 1 warning could be given at this meeting). Members of staff should be offered support to prevent this. Should the member of staff have hit the trigger points by this stage they will be informed at the Return-to-Work interview that they could be invited to an Absence Meeting. Should a live warning already be on file for the member of staff, and they have exceeded their absence target, they will be notified at the Return-to-Work interview that they could be invited to a Stage 2/3 Absence Meeting. A record of the interview should be made using the Return-to-Work interview Form, this is to be signed by the manager and member of staff and copied to the member of staff and placed on the member of staff's personnel record file.

40.11.4 It is the intention that the school will manage absence in a pro-active manner through the effective completion of return-to-work interviews.

40.12 Short Term Absence Management

40.12.1 When considering trigger points, the circumstances of the member of staff will be

carefully and sensitively considered in order to treat all staff fairly, consistently and compassionately.

40.13 How Attendance Will Be Reviewed

40.13.1 In order to manage attendance effectively it is important that sickness absence is consistently reviewed. The school has pre-determined review points which can alert the school if a member of staff's attendance has reached a point where there may be cause for concern. The following review points are in place to monitor member of staff attendance:

a) NUMBER OF DAYS or more occurrences of sickness absence in any 6-month period
b) NUMBER OF DAYS or more day's sickness absence in any 12-month period
c) When operational need dictates, for example if the number or pattern of absences causes concern.

40.14 Procedure

40.14.1 This procedure is designed to deal with persistent short-term ill-health cases.

40.14.2 If the member of staff's attendance levels have not improved to a satisfactory level following informal action through the return-to-work interviews, and having taken into consideration the trigger points, management may choose to obtain medical advice from occupational health (if appropriate) or may proceed to a Stage 1 Absence Meeting.

40.14.3 **NB:** It should also be noted that, where there is a history of formal absence warnings that result in a successful monitoring period which is then immediately followed by further absences, the school may not re-commence the informal attendance monitoring process but move instead to the next stage in the formal procedure.

40.14.4 In extenuating circumstances, it may be deemed necessary to commence the absence management process at a later stage. This may be where the level of absence continues to be a serious concern, has a serious impact on the school and is unsustainable.

40.15 Stage 1 Absence Meeting

40.15.1 If a member of staff's sickness absence levels have not improved despite being addressed in their Return-to-Work Meetings, and the member of staff has reached the trigger points, the Headteacher may invite the member of staff to a Stage 1 Absence Meeting.

40.15.2 The Headteacher/HR Representative, will provide at least 5 working days' notice of the Stage 1 Absence Meeting in writing. They should inform the member of staff of the time, date and place of the meeting, the reason for the meeting, issue any evidence to be discussed at the meeting and state that they have the right to be accompanied by a trade union representative or work colleague not involved in the case.

40.15.3 The Headteacher/Line Manager, should prepare for the meeting by ensuring that they have identified the member of staff's sickness absence levels and the support that has been provided via the Return-to-Work meetings. Any medical evidence or documentation that the member of staff wishes the Headteacher/Line Manager to consider, should be submitted prior to the meeting.

40.15.4 In the Stage 1 Absence Meeting the Headteacher/Line Manager shall ordinarily:

- Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
- Listen to reasons and respond appropriately.
- Consider whether to refer the case to occupational health, if they have not already done so.
- State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
- Identify any support required.

40.15.5 Potential Outcomes:

- Give the member of staff a Stage 1 warning, to remain on file for 6-12 months, and explain that continued failure to improve attendance to the specified level may lead to a Stage 2 Absence Meeting which could lead to his/her employment being put at risk.
- An extension of informal monitoring.
- No further action is required at this stage.

40.15.6 In any event the Line Manager should fully record the details of the meeting and send a letter to the member of staff confirming the details of this meeting.

40.16 Stage 2 Absence Meeting

40.16.1 If the member of staff's attendance drops below the required level within the set monitoring period the Headteacher/Line Manager will ask the member of staff to attend a Stage 2 Absence Meeting.

40.16.2 The Line Manger will provide at least 5 working days' notice of the Stage 2 Absence Meeting in writing. They should inform the member of staff of the time, date and place of the meeting, the reason for the meeting, issue any evidence to be discussed at the meeting and state that they have the right to be accompanied by a trade union representative or work colleague not involved in the case.

40.16.3 In the Stage 2 Absence Meeting the Line Manager shall ordinarily:

- Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
- Listen to reasons and respond appropriately.
- Consider whether to refer the case to occupational health, if they have not already done so.
- State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
- Identify any support required.

40.16.4 Potential Outcomes:

- Give the member of staff a Stage 2 warning, to remain on file for 9-12 months and explain that continued failure to improve attendance to the specified level will lead to a Stage 3 Absence Hearing which could result in dismissal.
- An extension of monitoring and support within Stage 1 of the formal process.
- No further action is required at this stage.

40.16.5 In any event the Line Manager should fully record the details of the meeting and send a letter to the member of staff confirming the details of this meeting.

40.16.6 If at any stage a member of staff has reached a level of improvement acceptable to the school, monitoring should revert back to informal arrangements.

40.17 Stage 3 Absence Hearing

40.17.1 If the member of staff's attendance drops below the required level within the set monitoring period the Headteacher/Line Manager will ask the member of staff to attend a Stage 3 Absence Meeting.

40.17.2 The Headteacher/Line Manager will provide at least 5 working days' notice of the Stage 3 Absence Meeting in writing:

- the purpose of the hearing.
- details of the member of staff's attendance.
- the stage reached in the procedure.
- when and where the hearing will be conducted.
- the right to be accompanied by a trade union representative or work colleague not involved in the case.
- the requirement for the member of staff to provide, in at least 2 working days before the hearing, all documents that they intend to present at the hearing.

40.17.3 The Stage 3 Absence Meeting will be conducted by the Headteacher or nominated manager. Any medical evidence or documentation that the member of staff e wishes the Headteacher to consider should be submitted at least 2 working days prior to the hearing. The purpose of the Stage 3 Absence Meeting is to consider whether the member of staff is capable of continuing employment with the school in the light of their health, their attendance and their ability to perform the role with reasonable effectiveness. The meeting also takes into account whether the school can reasonably sustain the member of staff's level of attendance.

40.17.4 Potential Outcomes:

- An extension of monitoring and support within Stage 2 of the formal process
- If the Headteacher decides that the member of staff's attendance is not acceptable and is unlikely to improve to an acceptable level, the member of staff may be dismissed with notice on the grounds of failure to sustain required levels of attendance.
- **N.B.** Prior to a decision to dismiss consideration will be given to any alternative working arrangements or roles with the school.

40.17.5 If the School decides to terminate the member of staff's employment on the grounds of the above, the member of staff will be informed of the school's decision to dismiss in writing and the member of staff will be advised of their right of appeal.

40.18 Appeals

40.18.1 Any appeal arising as a result of a warning or dismissal must be made in writing to the relevant appeal body within 5 working days of receiving the outcome of the hearing.

40.18.2 If the member of staff submits an appeal, they will be invited to an Appeal Hearing where their case will be heard by a more senior manager. In the event that a decision was taken by the Headteacher any appeal will be heard by a nominated governor/trustee. The outcome of the Appeal Hearing will be confirmed in writing to the member of staff. There is no further level of appeal.

40.18.3 An appeal following a stage 3 dismissal will be heard by a panel of up to three governors/trustees.

40.19 Managing Headteacher Sickness Absence

40.19.1 In the case of Headteacher sickness absence, the Absence Management Procedure will be managed by the Chief Executive Officer.

40.19.2 All Sickness Absence Hearings relating to the Headteacher's sickness absence will be conducted by a nominated governor/trustee and any subsequent appeal by a panel of up to three governor/trustees.

40.20 Long Term Sickness Absence Management

40.20.1 Where a member of staff is or is reasonably expected to be absent from work for four weeks or more (including any period of holiday) or where the member of staff has been unable to sustain regular and efficient attendance due to a long-term condition, they will fall within the scope of the long-term sickness absence management procedure.

40.20.2 It may be appropriate for staff experiencing a psychological illness i.e. stress/anxiety/depression or a musculoskeletal complaint i.e. neck/shoulder/back condition, that an immediate referral to occupational health is made.

40.20.3 The school will maintain regular and supportive contact with the member of staff, which may include regular review meetings to discuss the member of staff's continuing absence, when the member of staff may be able to return to work and any reasonable adjustments that the school may be able to make to assist the member of staff in returning to work. It is a contractual requirement that the member of staff co-operate with the school during such period of absence.

40.21 Alternative Venues

40.21.1 In some circumstances where staff are unable to attend a meeting at the school it

may be appropriate for management to arrange an alternative venue. This may include the member of staff's home with their agreement or a neutral venue.

40.22 Medical Suspension

40.22.1 There are a number of circumstances where it may be necessary to medically suspend a member of staff.

40.22.2 Reasons for such a decision may include consideration for the protection of the person's own health, as well as the health and welfare of other staff and pupils who may be put at risk by the medical condition of a member of staff Occupational Health may recommend medical suspension to management.

40.23 When Medical Capability is being considered

40.23.1 If, following advice from occupational health, it appears that the member of staff is probably not going to be able to return to their role or to provide regular and efficient attendance within a reasonable period of time the member of staff may be invited to attend a Medical Capability Hearing.

40.23.2 Prior to a medical capability hearing a preliminary meeting will ordinarily be arranged in order to discuss the following:

- The history of the member of staff's absence, including the number of absences or duration of absences.
- Any reasonable adjustments that have been made or considered.
- If and when the member of staff may be able to return to work or to provide regular and efficient service.
- Any redeployment options that have been considered within the school.
- The up-to-date medical advice.

40.23.3 The member of staff has the right to be accompanied at this meeting by a trade union representative or work colleague.

40.23.4 If, following the preliminary meeting, management remain of the opinion that the member of staff is not able to return to work within a reasonable period of time and that their absence cannot be sustained or that the member of staff will not be able to provide regular and efficient service in accordance with their contract of employment, the member of staff should be invited to attend a Medical Capability Hearing.

40.24 Medical Capability Hearing

40.24.1 The Medical Capability Hearing will be conducted by the Headteacher or nominated manager. The purpose of the Medical Capability Hearing is to consider the viability of the member of staff's continuing employment with the school. The member of staff should be given written notification of the meeting giving 5 working days' notice.

40.24.2 The Headteacher will consider dismissal on the grounds of medical capability where having considered any medical advice and any representations by the member of

staff the Headteacher reasonably believes that:

- the member of staff is permanently unfit to work.
- they are unable to reasonably determine when the member of staff will be able to return to work or to provide regular and efficient service.
- the member of staff is unlikely to be able to provide regular and efficient service.

40.24.3 In the event that a member of staff has failed to attend appointments with Occupational Health and therefore there is no medical evidence to consider, the Headteacher may make a decision based on the information at the Hearing.

40.24.4 The member of staff has the right to be accompanied at the Medical Capability Hearing by a colleague or a trade union representative. Any documentation that the member of staff e wishes the school to consider should be submitted at least 2 working days prior to the Hearing.

40.24.5 In certain situations where medical evidence from a member of staff is in conflict with the medical evidence from occupational health, the school may decide to obtain a further medical report or may prefer either report.

40.24.6 Where a member of staff fails to attend the Medical Capability Hearing, the hearing may go ahead in their absence.

40.24.7 If the Headteacher decides to terminate the member of staff's employment on the grounds of Medical Capability, the member of staff will be informed of the decision to dismiss in writing and the member of staff will be informed of their right of appeal.

40.25 Appeals

40.25.1 Any appeal arising as result of a Medical Capability Dismissal should be made in writing to the Chair of Governors of the school within 5 working days of receipt of the outcome of the hearing.

40.25.2 If the member of staff submits an appeal, they will be invited to an Appeal Hearing where their case will be heard by a panel of up to three governors/trustees. The member of staff and the school may wish to provide additional medical information for consideration at the Appeal Hearing.

40.25.3 The outcome of the Appeal Hearing will be confirmed in writing to the member of staff. There is no further level of appeal.

40.26 Redeployment

40.26.1 There may be some instances where a member of staff is fit to return to work but not necessarily to the role they were originally employed to undertake. Redeployment is where a member of staff is transferred into a suitable alternative post which they are able to undertake with or without reasonable adjustments and/or training. In respect of alternative work, managers are advised to look at any existing and near future vacancies in the school in the first instance and discuss these with the member of staff in terms of their eligibility (including consideration of

reasonable adjustments and training, as appropriate).

40.27 Ill Health Retirement

40.27.1 It may be possible that a member of staff who is contributing to the Local Pensions or Teachers' Pensions (TP), could be considered for Ill-Health Retirement. Ill-Health Retirement is when a member of staff is considered permanently unable to do their job or any comparable job with their employer.

40.28 Accrual of Annual Leave during Sick Leave

40.28.1 Members of staff have the right to accrue annual leave during sickness and to take this upon return or carry forward the annual leave into the next leave year. The time a member of staff takes leave will be agreed by management in line with the needs of the school. Full time staff are entitled to 28 days (5.6 weeks) of statutory annual leave under the Working Time Regulations 1998. Therefore, the entitlement to statutory annual leave can be offset by any periods of School closure, whether they occur before or after the period of sickness. Where there is insufficient School closure time to allow the statutory annual leave to be taken, the school may allow the member of staff to carry forward the leave to be taken in a school closure.

40.28.2 When a member of staff commences sick leave, the amount of leave a member of staff has had in the current leave year will be established by the amount of School closure periods that have already occurred during the leave year. If this exceeds the entitlement to statutory annual leave there will be no further entitlement to leave. For more information, please speak to your HR representative.

41 Special Leave Policy

The school is committed to supporting staff who have responsibilities for dependants and other commitments outside of the workplace. The school recognises that from time to time there may be occasions when staff need to take some authorised time away from work.

Special Leave requests are not an entitlement (apart from those marked with an * below) and should not be seen as a way of accruing further days leave during term time working.

41.1 Scope

41.1.1 This policy applies to all staff of the school.

41.2 Aim

41.2.1 To provide a framework for the Headteacher to consider special leave requests for the reasons noted below.

41.3 Policy

41.3.1 Subject to the needs of the academy and to approval by the Headteacher, leave of absence **may** be granted in the following instances:

REASON	DAYS ENTITLEMENT	PAID/UNPAID
FAMILY COLLEGE/UNIVERSITY INTERVIEWS Accompany son / daughter / dependants to college / university for interview purposes	1 day	PAID
ADOPTION LEAVE Employees adopting a child are entitled to 26 weeks ordinary adoption leave and 26 weeks additional adoption leave. Please note if both parents are employed by Prince Regent Street Trust only one can take adoption leave.	<u>Support Staff:</u> 6 weeks at 90% of an employee's average earnings plus 33 weeks Statutory Adoption Pay (SAP) which may include 12 weeks half pay **<u>Teachers:</u> with more than one year's continuous Local Government service will receive full pay for weeks 1 – 4, followed by 2 weeks at 90% of an employee's average earning, offset by any SAP plus 33 weeks Statutory Adoption Pay**	PAID PAID

	(SAP) which may include 12 weeks half pay Followed by 13 weeks	 UNPAID
Time granted to attend appointments Annual leave or unpaid leave should be utilised for the matching process.	All employees with 12 weeks service are now entitled to attend adoption appointments in the period between being notified of a match and the child being placed with the family for adoption.	PAID
ADOPTION SUPPORT LEAVE Granted to any employee nominated by the child's adopter to provide support at or around the time of placement.	1 or 2 weeks (must be consecutive)	PAID
ANNUAL LEAVE – WHOLE TIME SUPPORT STAFF Employees with less than 5 years continuous service. Employees with more than 5 years continuous service.	26 days (pro rata) 31 days (pro rata)	PAID PAID
ANTENATAL CARE i.e. medical examination, midwife appointments for the pregnant mother only. Line Managers/*Headteacher may wish to see evidence of appointments except for the first appointment. Fathers and partners accompanying pregnant mother	Discretionary - Reasonable amount Discretionary - Reasonable amount	PAID UNPAID
BEVREAVEMENT & SERIOUS ILLNESS It is acknowledged that bereavement can affect individuals differently and can depend on the nature of the relationship with the deceased. Requests should therefore be dealt with sympathetically, based on individual circumstances, taking into account the relationship between the employee and the deceased.		

The following leave of absence can be granted: In the case of immediate family Extended family and close friends	 Up to 2 weeks 1 day	 PAID PAID
BLOOD DONORS Employees will be granted paid leave subject to each appointment not exceeding 3 hours and having been agreed in advance with the *Head teacher. If employees have a rare blood type and are called more frequently, the *Headteacher will agree the extent and timing of paid leave on an individual basis.	Discretionary - Reasonable amount	PAID
DEPENDANT LEAVE In exceptional circumstances employees will be given time off work to deal with unforeseen or sudden emergency situations involving a 'dependant' – i.e. unforeseen admission to hospital. Non-emergency situations or longer-term arrangements	Immediate response Discretionary – Reasonable amount	PAID UNPAID
DISABILITY LEAVE Where an employee has a disability or the employee has responsibility for a disabled dependant the following time off work is advised for: • appointments and treatment • rehabilitation following treatment Evidence of the appointment and any rehabilitation period may be required	Discretionary - Reasonable amount	PAID
ELECTIONS Leave shall be granted to an employee who serves on elections administered by Stockton and Middlesbrough councils during their normal working time. An employee must seek the approval of their *Headteacher prior to registering with the Electoral Officer.	As required	PAID
ELECTIVE SURGERY OR DENTISTRY This is treatment that is **not considered to be medically necessary,** for example face-lifts, laser eye treatment and teeth whitening.	Discretionary - Reasonable amount	UNPAID

EXAMINATIONS Sitting an approved examination, per exam. Study leave – taken within 4 weeks preceding the exam.	Duration of each written paper Duration of each written paper	PAID PAID
FERTILITY TREATMENT (In Vitro Fertilisation) For treatment and recovery	Discretionary - Reasonable amount	PAID
FOSTERING Fostering leave is available to employees who apply to foster. Pre and post approval training. Where an employee is an approved long term foster carer for the Council and have been matched with a specific child the principles of Parental Leave will be applied. See also 4.5 in the policies & procedures handbook. Evidence of long term foster care of a child will be required.	 5 days (Pro rata) 18 weeks (in blocks of not less than one week other than for a disabled child AND no more than 4 weeks leave in a 12-month period in respect of any individual child).	 PAID UNPAID
GRADUATION, INVESTITURE Awarded to immediate relative. (Discretion to be used in regard to relationship as detailed in Bereavement & Serious Illness). Employee's own graduation (when the course is sponsored by the school), otherwise employees are expected to take unpaid leave or holiday entitlement for whole time support staff.	1 day 1 day	PAID PAID
INTERVIEWS Paid leave to be granted to employees attending interviews (excluding travelling time) within schools/academies and Local Government services only.	As required	PAID
JURY SERVICE Where an employee is called up for jury service they are required to provide a copy of the court summons before paid time off will be approved. The employee must also submit a claim to the court for loss of earnings. This will be paid whilst on jury service at their normal rate of pay, subject to the deduction of any monies	As required	PAID (Less court allowance)

received from the court in respect of loss of earnings.		
MATERNITY LEAVE (Support Staff) All women are entitled to 26 weeks ordinary maternity leave, plus an extra 26 weeks additional maternity, making 52 weeks in total.	6 weeks at 90% of an employee's average earnings plus 33 weeks Statutory Maternity Pay which may include 12 weeks half pay Followed by 13 weeks	PAID UNPAID
MATERNITY LEAVE (Teachers) All women are entitled to 26 weeks ordinary maternity leave, plus an extra 26 weeks additional maternity, making 52 weeks in total.	4 weeks at full pay followed by 2 weeks at 90 % of an employee's average earnings plus 33 weeks Statutory Maternity Pay which may include 12 weeks half pay Followed by 13 weeks	PAID UNPAID
MATERNITY SUPPORT LEAVE Granted to any employee nominated by the mother to provide support at or around the time of the birth, this does not need to be a husband or partner but can be a relative or friend and should be taken within 1 month of the birth.	1 or 2 weeks (must be consecutive)	PAID
MEDICAL & DENTAL APPOINTMENTS N.B: Employees are expected to attend routine appointments outside of the school day for example healthcare professionals, dentists, physiotherapy, hospital etc. In certain circumstances paid leave may be appropriate particularly where the employee is attending Counselling, Occupational Health or physiotherapy services provided by the Council.	Discretionary - Reasonable amount	PAID
MEDICAL PROCEDURE/OPERATION Where an employee is required to undergo a medical procedure/operation in hospital or equivalent (not a healthcare professional's appointment at a surgery), as an "out or day patient", which is NOT elective surgery or dentistry.	Period of admission to hospital and a reasonable period for recommended recovery time. Longer recovery periods are more appropriately covered by a	PAID

	fit note and recorded as sickness absence.	
MEDICAL SCREENING FOR CANCER Where the appointment cannot be made outside of an employee's normal working hours.	Duration time of the actual appointment only	PAID
MOVING HOUSE	1 day	PAID
PARENTAL LEAVE Leave entitlement per child up until the child's 18th birthday. For an adopted child under the age of 18, 5 years from the date of adoption or until the child's 18th birthday whichever is the sooner. For a disabled child the employee can take up to 18 weeks until their 18th birthday. To qualify for parental leave, employees must have completed at least one year's continuous service with the Trust. The school may postpone a period of parental leave, other than where it has been requested immediately after childbirth or adoption, by up to 6 months where there are business reasons. **Please note 21 days' notice is required for the request.**	18 weeks (pro rata) (in blocks of not less than one week other than for a disabled child AND no more than 4 weeks leave in a 12-month period in respect of any individual child).	UNPAID
PARENTAL LEAVE (SHARED) Employees can share up to 50 weeks Maternity or Adoption leave arrangements with their partner or the father of the child. Employees can be given time off from work at the same time as the partner/father and the time can be taken in three separate blocks.	Up to 37 weeks Shared Parental Pay and may be entitled to up to 12 weeks ½ pay in addition. Followed by up to 13 weeks.	PAID UNPAID
PARLIMENTARY ELECTION CANDIDATE/AGENT Local	1 day	PAID
PATERNITY LEAVE For paid leave the employee must have been continuously employed for at least 26 weeks up to the "qualifying week" (i.e. 15th week prior to the expected week of childbirth) and notification of their intention to take paternity leave must also be 15 weeks before the date the baby is due to be born on. In the case of	Up to 2 weeks which must be taken in one block	PAID

adoption, no later than 7 days after notification of the match. Paternity leave must be taken within 8 weeks of the birth/adoption. Legislation also allows qualifying parents to transfer up to 6 months of the mothers (or adopters) leave and payment to the father or adopter.		
PUBLIC DUTIES Employees who wish to undertake public duties should discuss the situation with their *Headteacher. Prior to approval of dates, written notification seeking approval from their *Headteacher should be provided and in advance as far as possible.	Reasonable amount	PAID
REDUNDANCY (Following issue of notice of dismissal) To look for new employment or arrange training for future employment.	Discretionary - Reasonable amount	PAID
RELIGIOUS REQUESTS Requests for time off on religious grounds will be considered in line with the school's needs.	Reasonable amount	UNPAID
RELOCATION Only if agreed by the *Headteacher as part of a recruitment package and in accordance with the criteria for relocation.	In accordance with the School's Relocation Scheme (where applicable).	PAID
RESERVE FORCES Training dates must be notified to the *Headteacher as soon as possible and approval will be subject to the needs of the school but will not be unreasonably refused. If employees are required to undertake military service overseas, they should contact their *Headteacher.	Reasonable amount (Usually up to 2 weeks pro rata)	PAID UNPAID
RETAINED SERVICES *Headteachers may agree, in principle, for employees to volunteer for retained service for example Fire Service /Search and Rescue. Employees who meet the retained service requirements will be granted time off work, subject to school requirements, with pay in addition to any other fees received. In most	Reasonable amount (Usually up to 2 weeks pro rata)	PAID

instances these will be response to emergency situations and time off will not be unreasonably refused.		
SPECIAL GUARDIANSHIP When a placement is made under a Special Guardianship Order.	Up to 2 weeks More than 2 weeks - reasonable amount	PAID UNPAID
CONFERENCES Leave shall be granted to delegates attending the annual conference of recognised Trade Unions subject to the demands of the school. Leave will not be unreasonably withheld. Facility Time: Reasonable paid time off work will be given to represent members on negotiations, disciplinary, grievance, capability, reviews and redundancies and similar trade union activities.	One conference per year Reasonable amount subject to demands of the school	PAID PAID
VOLUNTARY SERVICE OVERSEAS Trust may wish to agree that employees can be considered for voluntary service overseas and for further guidance should contact the HR Advisory Team.	As agreed by Trust, subject to school requirements	UNPAID
VOLUNTEERING The school encourages its employees to volunteer in the wider community in their own time but in some circumstances, it may be appropriate to provide unpaid leave.	As agreed by Trust, subject to school requirements	UNPAID
WEATHER On occasions where weather conditions prevent employees getting to work and all reasonable attempts to get to work have failed any resulting absence normally will be unpaid. However, there may be occasions when the Headteacher can exercise discretion	As required	UNPAID
WEDDING Requests should be dealt with based on individual circumstances, taking into account the employee's relationship with the person getting married. Own – if unavoidable in term time. Immediate relative. Other.	 3 days 1 day 1 day	 PAID PAID UNPAID

WITNESSES If employees are summoned to appear in court in relation to criminal proceedings, as a witness, they will be required to provide a copy of the court summons before paid time off will be approved. The employee will be paid their normal rate of pay, subject to the deduction of any monies received from the court in respect of loss of earnings. Where employees attend Court through their own choice, such as to support a relative or friend.	As required, subject to requirements	PAID (Subject to the deduction of any loss of earnings received from the court) UNPAID

41.4 Procedure

41.4.1 Requests for Special Leave must be made to the Headteacher.

41.4.2 The Headteacher should discuss the reason for the request with the member of staff to ensure a consistent approach across the academy.

41.4.3 The Headteacher will then consider this application. In considering each individual application the Headteacher must take into account the needs of the academy, the children and the curriculum.

41.4.4 The Headteacher must ensure that records of all leave approved are kept and days approved throughout the year are monitored.

41.5 Discretion

41.5.1 In determining the levels of reasonable absence where discretion exists, the Headteacher will wish to take account of other leave arrangements for the member of staff.

41.6 Notice

41.6.1 Where there is expected to be a pattern of requests for leave it is reasonable for Headteacher to request that reasonable notice (perhaps of one month, or half term) be given.

41.7 Term Time Leave

41.7.1 Holiday leave and 'Honeymoon' leave **will not be granted** to those staff; teaching and support staff, whose contracts of employment are term time only.

41.8 Exceptional Circumstances

41.8.1 Advice is available from Human Resources on matters not covered by these

recommendations. In order to achieve reasonable consistency of practice, it is suggested that the Headteacher contacts Human Resources for further advice as and when required.

41.9 Requests for periods of unpaid leave

41.9.1 The Headteacher may receive applications from staff for unpaid leave. The issue of whether leave is granted or not, should generally be determined by reference to this policy. However, there are occasional circumstances, usually of a personal nature, where an extended period of unpaid leave may be granted. Although it will be for the Headteacher and Governing body to determine these applications, they may find it helpful to seek the advice of Human Resources regarding both the nature of the leave, and the conditions upon which it may be possible to grant it.

41.9.2 Should a period of unpaid leave be agreed the member of staff should be made aware of the following:

- That they must not take up other paid employment.
- Contractual entitlements and benefits will not accrue during the period of unpaid leave.
- **For members of the LGPS:** Pension contributions will **not** be made during the period of unpaid leave. However, staff may elect to pay these contributions on each occasion of unpaid leave. Members of staff who wish to purchase the amount of lost pension and make the election within 30 days of returning to work then the cost of the Additional Pension Contribution (APC) will be split between the member of staff and employer. The employer will pay 2/3rds of the cost, and this is known as a Shared Cost Additional Pension Contribution (SCAPC). Members of staff can obtain a quote and print off an application form to buy **lost** pension at www.lgps2014.org. If the member of staff chooses to pay back pension contributions, the member of staff will need to forward the application form to buy lost pension to their payroll provider who will make the appropriate deductions and forward to the Pensions Section for record to be updated.
- **For members of the Teachers' Pension Scheme:** Any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not therefore be made during the period of unpaid leave.

41.9.3 Should a period of unpaid leave be approved, the academy must ensure the payroll provider is notified to make the pay adjustments.

41.10 Application of Scheme

41.10.1 It should be recognised as a matter of principle that the Headteacher and Governors will make every effort to adhere to the conditions relating to the special leave policy and to granting leave in accordance with this policy. However, it should also be recognised that from time to time the arrangements in the academy may be such that requests for leave may have to be declined in order to maintain a proper educational service.

41.11 Equality Statement

41.11.1 The Special Leave Policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

42 Parental Bereavement Leave

42.1.1 In keeping with statutory provisions, Parental Bereavement Leave is available to employees, no matter how long you have been employed by us and no matter how many hours you work each week. Parental Bereavement Leave applies on the death of a child under 18, including a still birth after 24 weeks of pregnancy.

42.1.2 Parental Bereavement Leave may be used anytime in the first 56 weeks after death or stillbirth of the child.

42.2 Eligibility Criteria

- To be eligible for parental bereavement leave you must:
- Be a parent named on the birth certificate of a child; or
- Have adopted a child under the age of 18 or a prospective adopter;
- Be an intended parent under a surrogacy arrangement; or
- A parent "in fact", (someone looking after the child in that person's own home and who has day to day responsibility for the child's care for the last 4 weeks), or that person's partners (but does not include a paid carer with the exception of a local authority foster carer).

42.3 Statutory Parental Bereavement Pay (SPBP)

42.3.1 This period of leave may be paid, subject to eligibility requirements SPBP. To qualify for SPBP you must:

- have 26 weeks continuous service with the Company, ending with the 'relevant week' (being the week before the child died, a week runs from Sunday to Saturday);
- your normal weekly earnings are not less than the lower earnings limit applying to national insurance contributions during a period of 8 weeks ending with the 'relevant' week; and
- remain in employment at least until the day the child died.

42.3.2 If you qualify for SPBP, it will only apply to a whole-weeks (and therefore would not be payable if Parental Bereavement Leave is taken in daily blocks as opposed to whole weeks).

42.3.3 SPBP is not payable during any week in which you are entitled to statutory sick pay (this also includes part of the week).

42.4 Duration of Parental Bereavement Leave

42.4.1 Parental Bereavement Leave can be taken for a maximum of 2 weeks to be used as follows (where more than one child has died or has been still born, you will be entitled to a separate period of leave in relation to each child and separate right to pay if you qualify for SPBP):

- One week;
- Two continuous weeks; or
- Two separate weeks, starting on any day of the week.

42.5 Notice to be Given

42.5.1 During the first 7 weeks after death or stillbirth of the child (such period starts on the date of death), you need to only give notice of intention to take leave before you are due to start work on the first day of leave or as soon as reasonably practicable. From weeks 8 to 56, you must give notice of at least 7 days prior to commencing a period of parental bereavement leave. Parental bereavement leave can be cancelled or rearranged with the same notice periods as mentioned above. A period of parental bereavement leave cannot be cancelled once it has started

42.6 Information to be provided

42.6.1 You must provide the Company with [written] confirmation to include the following details:
- The date of the child's death.
- The date on which you wish to start parental bereavement leave.
- Confirm whether you intend the period of parental bereavement leave to be one or two weeks.
- A declaration that you are eligible for parental bereavement leave.

42.7 Contract

42.7.1 Contractual Benefits During your parental bereavement Leave.

42.7.2 Your contract of employment will continue during your parental bereavement leave and you will receive the benefits of the terms and conditions of your employment, except remuneration. You will be bound by obligations arising under your terms and conditions of employment, except those that are inconsistent with the taking of leave.

42.8 Holiday Accrual During parental bereavement leave

42.8.1 During your period of parental bereavement leave you will continue to accrue your holiday entitlement in accordance with the terms of your contract of employment, which is to be applied in the usual way.

42.9 Pension Contributions

42.9.1 Any period during which you receive SPBP will be treated as pensionable service and the Company will therefore continue to make contributions, based on your usual salary (i.e. the pay you would have received had you been working normally) on your behalf into the Company pension scheme, should you be a contributory member of the scheme. Your contributions will be deducted from your SPBP and will be based on the SPBP you receive rather than your usual salary.

42.10 Returning to Work

42.10.1 Your terms and conditions on returning to work include the right to return to work in the same position that you left before you started your parental bereavement leave with the same seniority, pension rights and similar rights as they would have been had you not been absent.

42.10.2 However, if you have taken your parental bereavement leave consecutively with a period of parental leave of more than 4 weeks, or other statutory family-related leave (maternity, adoption or shared parental leave) taken in relation to the same child where the total amount of statutory leave in relation to that child is more than 26 weeks, you have the right to return to the same position, or if it is not reasonably practicable for the Company to allow you to return to the same position, the Company may give you another suitable and appropriate job on terms and conditions that are not less favorable that those which would have applied had you not been absent.

43 Time off for Dependants

43.1 Requesting Reasonable unpaid time off

43.1.1 The law and the Trust recognises that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with such situations.

43.1.2 No-one who takes time off in accordance with this policy will be subjected to any detriment.

43.1.3 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- make longer-term care arrangements for a dependant who is ill or injured;
- take action required in consequence of the death of a dependant;
- deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
- deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

43.1.4 A dependent for the purposes of this policy is:

- your spouse, civil partner, parent or child;
- a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 38.1.3.

43.1.5 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from the Headteacher.

43.1.6 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

43.1.7 Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, we will always consider each set of circumstances on their facts.

43.2 Requesting Time off

43.2.1 To take leave under this policy if, as soon as is reasonably practicable, you tell the Headteacher:

- the reason for your absence; and

- how long you expect to be away from work.

43.2.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

43.2.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

43.2.4 Staff seeking to take leave of absence will be required to gain approval from the Headteacher in advance, where possible. It is at the discretion of the headteacher to grant leave – any refusals will be reasonable and justified. Staff are able to appeal to the governing board if their request for leave has been rejected.

44 Carer's Leave

44.1 Reasonable Time off

44.1.1 The law recognises and the School respects that there may be occasions when you will need to take time off work to provide or arrange care for a dependant with a long-term care need. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with these situations. For time off for dependants to deal with unexpected events, please see our Time off for Dependants Policy.

44.1.2 No-one who takes time off in accordance with this policy will be subjected to any detriment.

- You have the right to take up to one week of unpaid time off work in each rolling 12 month period to provide or arrange care for a dependent with a long-term care need.

44.1.3 A dependant for the purposes of this policy is:

- your spouse, civil partner, child or parent
- a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- anyone else who reasonably relies on you to provide or arrange care for them.

44.1.4 A dependant has a long-term care need for the purposes of this policy if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;
- they have a disability for the purposes of the Equality Act 2010; or
- they require care for a reason connected with their old age.

44.2 Amount of time off

44.2.1 You may take a minimum of half a working day's leave under this policy and up to a maximum of one week's leave. You do not need to take the days consecutively, provided that you take no more than the equivalent of one working week's leave in each rolling 12-month period.

44.2.2 If the amount of time you work varies from week to week, a week's leave will be an average of a week's work:

- If you have been employed for at least a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week in the previous 12 months by 52.
- If you have been employed for less than a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week by the number of weeks you have been employed.

44.3 Requesting time off

44.3.1 To take leave under this policy you must give to the Headteacher the longer of: three days' notice or twice as many days' notice as the number of days you want to

take off. For notice purposes, a half day's leave requires a full day's notice.

44.3.2 The notice must:

- specify that you are entitled to take carer's leave in accordance with paragraph 43.1 of this policy; and
- specify the days you intend to take carer's leave and if you will take a full or a half day.

44.3.3 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

44.3.4 In some circumstances, where the operation School would be disrupted if you took leave, we may need to postpone your carer's leave. If we do this, we will allow you to take the same amount of leave you have requested at a mutually convenient time within one month of the first day you requested to take leave under this policy. If this happens, we will write to you within seven days of your request to take leave, setting out the reason for the postponement and the days we have agreed you can take carer's leave.

44.3.5 If you take carer's leave and any other statutory leave (for example, maternity or adoption leave) consecutively, carer's leave does not count when calculating the period of time you have been away from work in respect of your right to return to the job in which you were previously engaged.

44.4 Other Support for Carers

44.4.1 It is recognised that those with caring responsibilities may require additional support to help them balance their work and caring commitments. Caring can be a very rewarding experience, but it can also bring stresses and strains that impact on the carers' lives. This impact can be financial, practical, medical and/or emotional and should be taken into account when the needs of the person they care for are being considered by agencies. Carers should be asked routinely how they are coping and what support they need in their own right. They should be advised of their right to a Carer's Assessment by the relevant Social Care Department.

44.4.2 Members of staff who live or work in Middlesbrough and who wish to discuss how caring affects them and the support available can contact Middlesbrough Department of Social Care on (01642) 726004.

44.4.3 Additional support available for member of staff with caring responsibilities includes:

- Counselling, where recommended, via the Occupational Health provider or Headteacher or sickness insurance provider
- Carer Support Group run by Adult Social Care (for more information contact Middlesbrough Department of Social Care on (01642) 726004.
- Benefit advice from Middlesbrough Council's Welfare Rights advice line on (01642) 729242.

44.5 Equality Statement

44.5.1 The Carer Leave Policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

45 Time off for Antenatal Appointments Policy

This policy outlines the statutory right to take time off to attend antenatal appointments.

This policy applies to members of staff and agency workers. It does not apply to self-employed contractors.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

45.1 Time off if you are pregnant

45.1.1 If you are pregnant, you may take reasonable paid time off during working hours for antenatal appointments.

45.1.2 Please try to give us as much notice as possible of the appointment. We may ask you to provide the following, unless it is the first appointment:

a) A certificate from the healthcare professional, midwife or health visitor stating that you are pregnant; and
b) An appointment card.

45.2 Time off for accompanying a pregnant woman: eligibility

45.2.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child.

This means that either:

a) You are the baby's father;
b) You are the pregnant woman's spouse, civil partner or cohabiting partner;
c) You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

45.3 Time off for accompanying a pregnant woman: how to book time off

45.3.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

a) That you meet one of the eligibility criteria;
b) That the purpose of the time off is to accompany the pregnant woman to an

antenatal appointment; and

c) That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

45.4 Time off for accompanying a pregnant woman: amount of time off

45.4.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

45.4.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

45.4.3 Time off to attend these appointments is unpaid.

45.4.4 Further time off for antenatal appointments is in our absolute discretion.

46 Time off for Adoption Appointments Policy

This policy outlines the statutory right to take time off to attend adoption appointments.

This policy applies to members of staff and agency workers. It does not apply to self-employed contractors.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any members of staff contract of employment and we may amend it at any time.

46.1 Time off for an adoption appointment

46.1.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

46.1.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

46.2 If you are adopting a child with another person

46.2.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off.

46.2.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

46.2.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

46.3 If you are adopting a child alone

46.3.1 If you are adopting a child alone, you are treated as the primary adopter.

46.4 If you are adopting more than one child

46.4.1 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

46.5 Amount of time off

46.5.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

46.5.2 If you are the secondary adopter, you may take time off to attend an adoption appointment on up to two occasions only.

46.5.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

46.6 How to book time off

46.6.1 Please give us as much notice of the appointment as possible. You must provide your line manager with a signed statement or an email confirming:

a) The date and time of the appointment.
b) That the appointment has been arranged or requested by the adoption agency.

46.6.2 If you are an agency worker you may have to notify your agency as well. You should check with the agency.

47 Maternity Policy

This policy outlines the statutory rights and responsibilities of members of staff who are pregnant or have recently given birth and sets out the arrangements for pregnancy-related sickness, health and safety and maternity leave. It does not apply for agency workers or the self-employed.

Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in the Time off for Antenatal Appointments Policy. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leve (Birth) Policy.

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

47.1 Personnel responsible for implementing this policy

47.1.1 Our Governance Board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to line management.

47.1.2 Headteachers/Line Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

47.2 Entitlement to maternity leave

47.2.1 All members of staff are entitled to up to 52 weeks' maternity leave, provided they comply with the notification requirements, which is divided into:

a) Ordinary maternity leave of 26 weeks (OML).
b) Additional maternity leave of a further 26 weeks immediately following OML (AML).

47.3 Notification of pregnancy

47.3.1 You should inform us as soon as possible that you are pregnant by completing the Maternity Notification form. This is important as there may be health and safety considerations.

47.3.2 Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:

a) That you are pregnant;
b) The week, starting on a Sunday, in which your healthcare professional or midwife expects you to give birth (Expected Week of Childbirth); and
c) The date on which you would like to start your maternity leave (Intended Start Date).

47.3.3 You must provide a certificate from a healthcare professional or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

47.3.4 The Headteacher must respond to this notification within 28 days. This must be in writing setting out the date on which she is expected to return to work, should she have chosen to take her full entitlement of maternity leave.

47.3.5 The School Office Manager must inform their payroll provider when the leave is due to start by completing maternity notification form with a copy of the MATB1 form. They should also state if the member of staff is intending to return to work or not.

47.3.6 The School Office Manager must inform their payroll provider of any changes to the initial maternity notification.

47.3.7 Although notification timescales are legislative it is asked that the member of staff informs the Headteacher as soon as practicable to ensure sufficient time to consider staffing and other pupil related changes.

47.4 Sickness

47.4.1 Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme.

47.4.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness related records and will be disregarded in any future employment-related decisions.

47.4.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

47.4.4 Headteachers are advised to contact the member of staff to clarify their position and where appropriate, ask the member of staff to obtain a medical certificate. In the case of a dispute occurring, please contact Human Resources who will seek clarification from the school's Occupational Health provider.

47.5 Health and safety

47.5.1 Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:

a) Changing your working conditions or hours of work;
b) Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
c) Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

47.5.2 The risk assessment should consider the following, and measures should be

determined to reduce the risk:

- expectant mothers.
- members of staff who have recently given birth.
- breast feeding mothers.

47.5.3 If the assessment does reveal a risk, the risk assessor and/or the Headteacher should inform female members of staff about the potential risks if they are, or could in the future be pregnant or breastfeeding.

47.5.4 The manager should also explain what they would do to make sure that new and expectant mothers are not exposed to the risks that could cause them harm.

47.5.5 At the point at which a member of staff informs her Headteacher of her pregnancy, or when it otherwise becomes clear that the member of staff is pregnant, those measures identified to eliminate or control the risk to her must be implemented.

47.6 Avoiding Risks and Hazards in the Workplace

47.6.1 In all cases the Headteacher, in consultation with the risk assessor should consider removing the hazard or seek to prevent exposure to the risk.

47.6.2 Where this is not feasible the risk should be controlled.

47.6.3 If there is still a significant risk at work to the safety or health of a new or expectant mother then the Headteacher must temporarily adjust her working conditions and/or hours of work.

47.6.4 If it is not reasonable to do so, or would not avoid the risk, then redeploy the member of staff on existing terms and conditions within the establishment.

47.6.5 If this is not possible, consideration should be given to redeployment to another area of work. Contact Human Resources for advice.

47.6.6 If the steps above are not appropriate, it may become necessary to grant paid leave of absence to the member of staff. This leave of absence can apply before and after maternity leave. In such cases, maternity leave is activated at the 4th week before the EWC.

47.7 Starting maternity leave

47.7.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

47.7.2 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

47.7.3 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably

practicable.

47.7.4 Your maternity leave will start on the earliest of:

a) Your Intended Start Date (if notified to us in accordance with this policy).
b) The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
c) The day after you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

47.7.5 Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

47.7.6 The law prohibits you from working during the two weeks following childbirth.

47.7.7 In the case of the baby dying soon after birth or if the member of staff has a stillbirth/miscarriage or termination after the start of the 24th week of pregnancy, the member of staff will have the same rights to pay and leave and protection from discrimination or dismissal as if the baby had been born alive. Prior to the 24th week of pregnancy, there is no right to maternity leave or pay and the academy's normal sickness procedures will apply.

47.8 Maternity pay

47.8.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
c) you provide us with a healthcare professional's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
f) Not undertake any paid work, even casual work, other than 'keeping in touch days' and
g) Not be in legal custody at any time.

47.8.2 The Headteacher must inform the member of staff before maternity leave commences that if points (f) and (g) above occur it will result in SMP ceasing.

47.8.3 SMP is calculated as follows:

a) First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average

weekly earnings calculated over the Relevant Period.

b) Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

47.8.4 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

47.8.5 You are still eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP starts to accrue in whichever is the later of:

a) The week following the week in which employment ends; or
b) The eleventh week before the expected week of childbirth.

47.8.6 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

47.8.7 Entitlement to Occupational Maternity Pay (OMP) is determined by length of service at the 11th week (Qualifying Week) before the Expected Week of Childbirth. This is a weekly benefit that can be commenced on any day of the week.

47.8.8 All members of staff entitled to receive Occupational Maternity Pay must sign a declaration (see Maternity Leave Form, to state that in the event she does not return to work for a period of at least 3 months, she will repay the non-statutory element of her maternity pay, i.e. the 12 weeks at half pay.

47.8.9 Members of staff on temporary or fixed term contracts will only have statutory maternity rights for as long as they remain members of staff. However, once a member of staff has qualified for SMP (by having 26 weeks service by the end of the 15th week before the EWC), she will be entitled to SMP if she subsequently resigns or is dismissed. Therefore, a temporary or fixed term member of staff, whose employment comes to an end will lose their entitlement to occupational maternity pay but will retain the right to statutory maternity pay, if they had qualified for it.

47.9 Terms and conditions during OML and AML

47.9.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

a) Benefits in kind shall continue;
b) Annual leave entitlement under your contract shall continue to accrue; and
c) Pension benefits shall continue.

47.10 Annual leave

47.10.1 During OML and AML, holiday entitlement will accrue at the rate provided under your contract.

47.10.2 Our holiday year runs from 1 September to 31 August. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

47.10.3 You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

47.11 Pensions

47.11.1 Pension deductions will automatically be deducted from both Occupational and Statutory Maternity Pay. Once maternity pay is exhausted, pension deductions will stop. This is applicable to both members of the Local Government Pension Scheme (LGPS) and the Teachers' Pension Scheme (TPS).

47.11.2 For members of the LGPS, members of staff may elect to pay contributions for any unpaid periods of leave. Members of staff who wish to purchase the amount of lost pension and make the election within 30 days of returning to work then the cost of the Additional Pension Contribution (APC) is split between the member of staff and employer. The employer will pay 2/3rds of the cost, this is known as a Shared Cost Additional Pension Contribution (SCAPC). Members of staff can obtain a quote and print off an application form to buy **lost** pension at www.lgps2014.org.

47.11.3 If the member of staff chooses to pay back pension contributions, they will need to forward the application form to buy lost pension to their payroll provider who will make the appropriate deductions and will forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

47.11.4 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes.

47.11.5 If the member of staff does not return to work, then they will be regarded as having left the Local Government Pension Scheme / Teachers Pension Scheme on the date that pay ceased, unless for LGPS members the member of staff has agreed to pay for the period up to the actual leave date.

47.12 Keeping in touch

47.12.1 We may make reasonable contact with you from time to time during your maternity leave.

47.12.2 You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end (Keeping in Touch Day). This is not compulsory and must be discussed and agreed with your line manager. In any case, you must not work in the two weeks following birth.

47.12.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

47.13 Returning to work

47.13.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

47.13.2 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

a) Updating you on any changes that have occurred during your absence;
b) Any training needs you might have; and
c) Any changes to working arrangements (for example if you have made a request to work part-time).

47.13.3 Members of staff do not need to give advance notice if they are intending to return to work immediately after the period of Ordinary Maternity Leave and Additional Maternity Leave (52 weeks). However, if a member of staff wishes to return to work before the end of this period, she must inform her Headteacher in writing at least 21 days before her intended return date.

47.13.4 If she fails to give the appropriate notice the Headteacher may postpone her return for up to 21 days as long as this does not exceed the 52-week period.

47.13.5 If a member of staff does not fulfil her obligation to return to work at the end of her maternity leave on either a full or part time basis for a period of at least 3 months, she will be required to **refund** any non-statutory maternity pay that she may have received (12 weeks at half pay). If a member of staff returns to work on less hours than she worked before the start of her maternity leave, she will not have to repay occupational maternity pay, as long as she works for at least 3 months from the date of her return.

47.13.6 If there are extenuating circumstances as to why she has not returned to work for the specified period, an amount less than 100% of the 12 weeks half pay may be recovered. In such a case, the Headteacher should consult with Human Resources.

47.13.7 **IN ALL CASES** Payroll Services must be notified via email of the member of staff's return to work date.

47.14 Changing your return date

47.14.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

47.14.2 If you wish to return later than the Expected Return Date, you should either:

a) Request unpaid parental leave, giving us as much notice as possible but not less than 28 days; or
b) Request paid annual leave in accordance with your contract, which will be at our discretion.

47.14.3 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

47.15 Deciding not to return

47.15.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

47.15.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

47.15.3 This does not affect your right to receive SMP.

47.16 Your rights when you return

47.16.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

47.16.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

47.17 Flexible working

47.17.1 We will deal with any requests by members of staff to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is

helpful if requests are made as early as possible.

47.18 Breastfeeding Mothers

47.18.1 Where possible the school will make a room available for breastfeeding mothers to express milk. These special arrangements must be made with the Headteacher or other nominated person.

48 Paternity Leave Policy

This policy outlines members of staff entitlement to paternity leave and sets out the arrangements for taking it.

You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

This policy does not form part of any members of staff contract of employment and we may amend it at any time.

Arrangements for time off to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.

In some cases, you may be eligible to opt into the shared parental leave scheme which gives you and your Partner more flexibility to share the leave and pay available in the first year. Details are set out in our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

48.1 Frequently used terms

The definitions in this paragraph apply in this policy.

Partner: spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

Expected Week of Childbirth: the week, beginning on a Sunday, in which their healthcare professional or midwife expects your child to be born.

Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

48.2 Personnel responsible for this policy

48.2.1 Our Headteacher/Governing board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

48.2.2 Line Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

48.3 Entitlement to paternity leave

48.3.1 To qualify for paternity leave, you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you or they have been matched with a child.

48.3.2 Paternity leave is available to members of staff of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

a) On the birth of a child, where either:
   i. You are the biological father and expect to have some responsibility for the child's upbringing; or
   ii. You are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
b) On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
c) Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
d) Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

48.3.3 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.

48.3.4 You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

48.4 Timing and length of paternity leave

48.4.1 Paternity leave must be taken as a period of either two consecutive weeks or two separate blocks of one week.

48.4.2 Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 12 months of birth or placement.

48.5 Notification

48.5.1 To take paternity leave you must give us written notice at least 28 days before you require to take such leave and you should specify whether you wish to take two weeks consecutively or two separate blocks of one week. 28 days' notice is required prior to taking each individual block of one week.

48.5.2 We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.

48.6 Changing leave dates or cancelling leave

48.6.1 You may vary the start date of your paternity leave if you give notice as follows:

a) If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
b) If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
c) If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.

48.6.2 If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

48.7 Paternity pay

48.7.1 In this paragraph, Relevant Period means the eight-week period ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner were notified of being matched with the child.

48.7.2 If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

48.7.3 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact the Human Resources Department.

48.7.4 Both parents are entitled to unpaid parental leave, so, if both parents are employed by the school, they are entitled to 18 weeks each.

48.8 Terms and conditions during paternity leave

48.8.1 All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:

a) Benefits in kind shall continue.
b) Annual leave entitlement under your contract shall continue to accrue.
c) Pension benefits shall continue

48.9 Annual leave

48.9.1 Annual leave will accrue during paternity leave at the rate provided under your contract.

48.9.2 Our holiday year runs from 1 September to 31 August. If you are taking a period of paternity leave that will continue into the next holiday year, any holiday entitlement for the year that is not taken before starting your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

48.9.3 You should discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.

48.10 Pensions

48.10.1 For members of the LGPS, pension contributions will **not** be made during any period of unpaid leave. Members of staff may elect to purchase the amount of pension lost during that period of absence, known as Additional Pension Contributions (APC). Where a member of staff makes an election to pay APCs to purchase the amount of pension lost **within 30 days** of returning to work, the cost will be split between the member of staff and employer. Members of staff can obtain a quote and print off an application form to buy **lost** pension at www.lgps2014.org.

48.10.2 If the member of staff chooses to pay back pension contributions, they must forward the application form to buy lost pension to their payroll provider or employer who will make the appropriate deductions and forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

48.10.3 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not, therefore, be made during the period of unpaid leave.

48.11 Returning to work

48.11.1 You are normally entitled to return to work after paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as if you not been absent.

48.11.2 However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

48.11.3 If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave (Birth) Policy or Shared Parental Leave (Adoption) Policy for information about rights on return to work.

49 Adoption Policy

This policy sets out the arrangements for adoption leave and pay for members of staff who are:

a) Adopting a child through a UK adoption agency.
b) Fostering a child with a view to possible adoption.
c) Having a child through a surrogate mother.

Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.

In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave (Adoption) Policy.

This policy only applies to members of staff. It does not apply to agency workers or self-employed contractors. It does not form part of any member of staff's contract of employment and we may amend it at any time.

49.1 Personnel responsible for implementing the policy

49.1.1 Our Headteacher/Governing board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

49.1.2 Line managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

49.2 Entitlement to adoption leave

49.2.1 In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:

a) You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
b) The adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the date the child is expected to be placed into your care (Expected Placement Date).
c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

49.2.2 If you are adopting through an overseas adoption agency, see **Overseas adoptions** below.

49.2.3 In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

a) A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
b) You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

49.2.4 Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you will not be entitled to adoption leave but you may be entitled to paternity leave (see our Paternity Leave Policy) and/or shared parental leave (see our Shared Parental Leave (Adoption) Policy).

49.2.5 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

49.3 Notification requirements: adoption cases

49.3.1 Not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

49.3.2 We will then write to you within 28 days to inform you of the date you would be due to return to work (your **Expected Return Date**) assuming you take your full entitlement to adoption leave.

49.3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

49.4 Notification requirements: surrogacy cases

49.4.1 In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable.

49.4.2 We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave.

49.4.3 When the child is born you must tell us the date of birth.

49.5 Overseas adoptions

49.5.1 If you are adopting a child from overseas, the requirements set out in this policy are varied as follows:

You must give us notice in writing of:
a) Your intention to take adoption leave;
b) The date you received official notification; and
c) The date the child is expected to arrive in Great Britain.

49.5.2 This notice should be given as early as possible but, in any case, within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

49.5.3 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

49.5.4 You must also notify us of the actual date the child arrives in Great Britain within 28 days of that date.

49.5.5 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

49.6 Starting adoption leave

49.6.1 In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

49.6.2 If you want to change your Intended Start Date, please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.

49.6.3 In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

49.6.4 Shortly before your adoption leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

49.7 Adoption pay

49.7.1 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

a) You have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week;
b) Your average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government; and
c) You have given us the relevant notifications

There is no entitlement to SAP in the following circumstances –

- In a week in which the person receives statutory sick pay
- Following the death of the person claiming SAP
- When the person claiming pay is detained in custody or in prison following sentencing.

49.7.2 The Headteacher must inform the member of staff before their Adoption Leave commences that if any of the above occurs it will result in Statutory Adoption Pay ceasing.

49.7.3 There is no entitlement to Occupational or Statutory Adoption Pay.

49.7.4 Members of staff are entitled to 39 weeks Statutory Adoption Pay, but there will be no entitlement to Occupational Pay.

49.7.5 Members of staff with more than one year's continuous Local Government Service and less than 26 weeks with their current employer*

There is no entitlement to Statutory Adoption Pay, however the Occupational Scheme applies. Support Staff are entitled to 6 weeks at 90% of an average weeks' pay, followed by 12 weeks at 50% of an average weeks' pay**. Teachers are entitled to 4 weeks full pay then 2 weeks at 90% of an average weeks' pay followed by 12 weeks at 50% of an average weeks' pay**.

49.7.6 Members of staff with more than one year's continuous Local Government service and more than 26 weeks with their current employer*

The Occupational and Statutory Adoption Pay schemes apply. Support Staff are entitled to 6 weeks at 90% of an average week's pay, followed by 12 weeks' at 50% of an average weeks' pay** plus statutory adoption pay (as long as it does not exceed full pay), then a further 21 weeks at flat rate statutory adoption pay. Teachers are entitled to 4 weeks full pay then 2 weeks at 90% of an average weeks' pay followed by 12 weeks at 50% of an average weeks' pay** plus statutory adoption pay (as long as it does not exceed full pay), then a further 21 weeks at flat rate statutory adoption pay.

*****Ending with the week in which they were informed of being matched with a child for adoption or the 15th week before the expected week of birth for Parental Order Parents.

49.7.7 SAP is calculated as follows:

a) First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.
b) Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.

49.7.8 SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.

49.7.9 If you leave employment for any reason (for example, if you resign or are made

redundant) you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:

a) 14 days before the Expected Placement Date; or
b) The day after your employment ends,

whichever is the later.

49.8 Terms and conditions during adoption leave

49.8.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

a) Benefits in kind shall continue;
b) Annual leave entitlement under your contract shall continue to accrue; and
c) Pension benefits shall continue.

49.9 Annual leave

49.9.1 Annual leave will accrue at the rate provided under your contract.

49.9.2 Our holiday year runs from 1 September to 31 August. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work.

49.9.3 You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

49.10 Pensions

49.10.1 During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Human Resources Department.

49.10.2 During unpaid AAL we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

49.11 Disrupted adoption

49.11.1 In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:

a) You are notified that the placement will not take place;
b) The child is returned to the adoption agency after placement; or
c) The child dies after placement.

49.11.2 In a surrogacy case, adoption leave is disrupted where you do not apply for a

parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.

49.11.3 In the event of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave or pay would have ended earlier in the normal course of events.

49.12 Keeping in touch

49.12.1 We may make reasonable contact with you from time to time during your adoption leave.

49.12.2 You may work (including attending training) on up to ten days (Keeping in Touch Days) during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with your line manager or Human Resources.

49.12.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement.

49.12.4 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

a) Updating you on any changes that have occurred during your absence;
b) Any training needs you might have; and
c) Any changes to working arrangements (for example, if you have made a request to work part time).

49.13 Returning to work

49.13.1 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

49.13.2 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

49.13.3 If you wish to return later than the Expected Return Date, you should either:

a) Request unpaid parental leave in accordance with our Parental Leave Policy giving us as much notice as possible but not less than 21 days; or
b) Request paid annual leave in accordance with your contract, which will be at our discretion.

49.13.4 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

49.13.5 In any other case, late return will be treated as unauthorised absence.

49.13.6 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined your adoption leave with more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

49.14 Deciding not to return

49.14.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

49.14.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

49.14.3 This does not affect your right to receive SAP.

49.15 Flexible working

49.15.1 We will deal with any requests by members of staff to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.

50 Shared Parental Leave (Birth) Policy

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child, please see the Shared Parental Leave (Adoption) Policy instead.

This policy applies to members of staff. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

50.1 Frequently used terms

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the healthcare professional or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

50.2 What is shared parental leave?

50.2.1 Shared parental leave (SPL) is a form of leave that allows parents to share the care of your child after birth.

50.2.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

50.3 Entitlement to SPL

50.3.1 You are entitled to SPL in relation to the birth of a child if:

a) You are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
b) You are the child's father and share the main responsibility for the care of the child with the child's mother; or
c) You are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

50.3.2 The following conditions must also be fulfilled:

a) You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
b) The other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
c) You and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

50.3.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

50.3.4 If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

50.3.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

50.4 Opting in to shared parental leave and pay

50.4.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

a) Your name and the name of the other parent;
b) If you are the child's mother, the start and end dates of your maternity leave;
c) If you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
d) The total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
e) How many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
f) If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
g) How many weeks of available ShPP will be allocated to you and how much to the other parent? (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
h) An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
i) Declarations by you and the other parent that you both meet the statutory

conditions to enable you to take SPL and ShPP.

50.5 Ending your maternity leave

50.5.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

50.5.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

50.5.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

50.5.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

a) If you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
b) If you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
c) If the other parent has died.

50.5.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless a) above applies.

50.6 Ending your partner's maternity leave or pay

50.6.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

a) Returned to work;
b) Given her employer a curtailment notice to end her maternity leave;
c) Given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
d) Given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

50.7 Booking your SPL dates

50.7.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

50.7.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

50.7.3 Leave must be taken in blocks of at least one week.

50.7.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.

50.7.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

50.7.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

50.8 Procedure for requesting split periods of SPL

50.8.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

50.8.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave).

Alternatively, you may:

a) Choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
b) Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

50.9 Changing the dates or cancelling your SPL

50.9.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

50.9.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

50.9.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

50.9.4 You can combine discontinuous periods of leave into a single continuous period of leave. This will involve a change to the start date or end date of a period of leave.

50.9.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. This will involve a change to the start date or end date. We do not have to grant your request but it will be considered.

50.9.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

a) It is a result of your child being born earlier or later than the EWC;
b) You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period.
c) It is at our request; or
d) We agree otherwise.

50.10 Premature birth

50.10.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

50.11 Shared parental pay

50.11.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

50.11.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

50.12 Other terms during shared parental leave

50.12.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

50.12.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

50.12.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any member of staff contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

50.13 Keeping in touch

50.13.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

50.13.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

50.13.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

50.14 Returning to work

50.14.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

50.14.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

50.14.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

a) If your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
b) If you took SPL consecutively with more than four weeks of ordinary parental leave.

50.14.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

50.14.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

51 Shared Parental Leave (Adoption) Policy

This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth, please see the Shared Parental Leave (Birth) Policy instead.

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

51.1 Frequently used terms

The definitions in this paragraph apply in this policy.

Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

51.2 What is shared parental leave?

51.2.1 Shared parental leave (SPL) is a form of leave that allows you to share the care of your child immediately after adoption.

51.2.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after your child is placed with you for adoption than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

51.3 Entitlement

51.3.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your

partner.

51.3.2 The following conditions must be fulfilled:

a) You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
b) Your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
c) You and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

51.3.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

51.3.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

51.3.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave)

51.4 Opting in to shared parental leave and pay

51.4.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

a) Your name and your partner's name;
b) If you are taking adoption leave, your adoption leave start and end dates;
c) If you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
d) The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
e) How many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
f) If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
g) How many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
h) An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

i) Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

51.5 Ending your adoption leave

51.5.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

51.5.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

51.5.3 If your partner is eligible to take SPL from their employer, they cannot start it until you have given us your curtailment notice.

51.5.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

a) If you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
b) If your partner has died.

51.5.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

51.6 Ending your partner's adoption leave or pay

51.6.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

a) Returned to work;
b) Given their employer a curtailment notice to end adoption leave; or
c) Given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

51.7 Booking your SPL dates

51.7.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

51.7.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to

take SPL straight afterwards.

51.7.3 Leave must be taken in blocks of at least one week.

51.7.4 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

51.7.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

51.7.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

51.8 Procedure for requesting split periods of SPL

51.8.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

51.8.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave).

Alternatively, you may:

a) Choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
b) Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

51.9 Changing the dates or cancelling your SPL

51.9.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

51.9.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

51.9.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

51.9.4 You can combine discontinuous periods of leave into a single continuous period of leave. This will involve a change to the start date or end date of a period of leave.

51.9.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. This will involve a change to the start date or end date. We do not have to grant your request but it will be considered.

51.9.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

a) The variation is a result of the child being placed with you earlier or later than the expected placement date;
b) You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period.
c) The variation is at our request; or
d) We agree otherwise.

51.10 Shared parental pay

51.10.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

51.10.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

51.11 Other terms during shared parental leave

51.11.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

51.11.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

51.11.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any member of staff contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

51.12 Keeping in touch

51.12.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

51.12.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

51.12.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

51.13 Returning to work

51.13.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

51.13.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.

51.13.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

a) If your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
b) If you took SPL consecutively with more than four weeks of ordinary parental leave.

51.13.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

51.13.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

52 Parental Leave Policy

The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

This policy reflects the statutory right of members of staff with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

This policy applies to members of staff. It does not apply to agency workers or self-employed contractors.

You will not be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

52.1 Personnel responsible for implementing this policy

52.1.1 Our Trust board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Trust board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

Line managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

52.2 Entitlement to parental leave

52.2.1 Members of staff who meet the criteria set out below are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible.

52.2.2 To take a period of parental leave in relation to a child, you must:

a) Have at least one year's continuous employment;
b) Have or expect to have responsibility for the child; and
c) Be taking the leave to spend time with or otherwise care for the child.

52.2.3 You have responsibility for a child if you:

a) Are the child's biological mother or father (whether or not you are living with the child);
b) Are the child's adoptive parent; or
c) Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.

52.2.4 Any parental leave taken while working for another employer counts towards the 18-week entitlement. If you have taken parental leave during previous or concurrent employment, you should provide details to your line manager.

52.2.5 All members of staff wishing to apply for parental leave must initially complete two forms:

i) Declaration Form, this registers all initial details of the child/children concerned. If the child has not yet been born/placed for adoption then this form should be completed and forwarded to the Headteacher immediately after the birth/placement.

(ii) A Parental Leave form, must be completed each time leave is requested. At least 21 days' notice should be given of the commencement of the leave. If not already provided, a copy of the child's birth certificate, mothers MATB1 form or child's adoption certificate/papers should be attached to this form. Where the child has a disability, evidence should also be provided, e.g. disability living allowance.

52.2.6 The Headteacher will complete the appropriate section on the special leave form and inform the member of staff of the decision in writing within 7 days of the request for leave.

52.2.7 If parental leave is postponed due to exigencies of the Trust, the reasons must be included in the letter to the member of staff with a suggested/agreed new start date.

52.2.8 When parental leave is authorised, details must be forwarded to the payroll provider to ensure any salary payments are stopped.

52.2.9 A record should be kept by the Headteacher of all parental leave taken.

52.2.10 In the event of a member of staff leaving the school details of leave taken may be requested by a new employer. Parental leave applies to each child not to an individual's job.

52.2.11 Any deliberate misuse of the parental leave provision will be considered to be a disciplinary matter and will be subject to the appropriate disciplinary procedures.

52.3 Taking parental leave

52.3.1 You can take parental leave before the child's 18th birthday.

52.3.2 You may not take more than four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

52.3.3 Parental leave must be taken in blocks of a whole week or a whole number of weeks, unless the leave is to be taken in respect of a disabled child.

52.3.4 For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance or personal independence payment.

52.4 Notification requirements

52.4.1 You must give your line manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

a) If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (**EWC**). The notice must specify the EWC and the duration of the period of leave required.
b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (**EWP**). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

52.4.2 If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your line manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

52.5 Evidence of entitlement

52.5.1 Before you take a period of parental leave under this policy, we may ask to see evidence of:

a) Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
b) The child's date of birth or date of adoption placement.

52.5.2 For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line manager.

52.6 Our right to postpone parental leave

52.6.1 Although we will always try to accommodate your request for parental leave, we might postpone a requested period of parental leave for up to six months where the requested leave would unduly disrupt our business, for example, where:

a) You wish to take parental leave during a peak period;
b) A number of staff wish to take leave at the same time;
c) Your work at that time is of importance to a time-critical project; or
d) Cover for your work cannot be found before the date on which your parental leave is due to start.

52.6.2 If we need to postpone your request for parental leave, we will consult with you about alternative dates. We will notify you in writing of the reason for postponement and the new start and end dates for your parental leave, no more than seven days after receipt of your request for leave.

52.6.3 We will not postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

52.6.4 We will not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

52.7 Terms and conditions during parental leave

52.7.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

52.7.2 However, during parental leave you are entitled to benefit from any terms and conditions in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.

52.7.3 During parental leave you will remain bound by your obligation of good faith towards us, any contractual terms relating to the giving of notice, and any contractual restrictions on the disclosure of confidential information, the acceptance of gifts and benefits, or participation in another business (for example, by working for a third party).

52.8 Pensions

52.8.1 For members of the LGPS, pension contributions will **not** be made during any period of unpaid leave. Members of staff may elect to purchase the amount of pension lost during that period of absence, known as Additional Pension Contributions (APC). Where a member of staff makes an election to pay APCs to purchase the amount of pension lost **within 30 days** of returning to work, the cost will be split between the member of staff and employer. Members of staff can obtain a quote and print off an application form to buy **lost** pension at www.lgps2014.org.

52.8.2 If the member of staff chooses to pay back pension contributions, they must forward the application form to buy lost pension to their payroll provider or employer who will make the appropriate deductions and forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

52.8.3 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not, therefore, be made during the period of unpaid leave.

52.9 Returning to work

52.9.1 You are normally entitled to return to work following parental leave to the same

position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

52.9.2 However, where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave, it might not be possible in some cases for you to return to the same job. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.

52.9.3 We will deal with any requests by members of staff to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

53 Neonatal Care Leave Policy

The purpose of this policy is to set out the arrangements for neonatal care leave, which is intended to help employees whose baby requires specialist neonatal care after birth.

This policy does not form part of any contract of employment or other contract to provide services and we amend it any time.

53.1 Who Does this Policy Apply to?

This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

53.2 Who Is Responsible for this Policy?

53.2.1 The Trust Board has overall responsibility for the effective operation of this policy.

53.2.2 Any questions you may have about the day-to-day application of this policy should be referred to your line manager in the first instance.

53.2.3 This policy is reviewed annually by HR.

53.3 Neonatal Care

53.3.1 Neonatal care is medical care of a child that starts within 28 days of birth. This covers any hospital treatment, including treatment in a special care baby unit (SCBU), local neonatal unit (LNU) or neonatal intensive care unit (NICU), as well as treatment in a maternity home, clinic or hospital outpatient department. It also includes ongoing monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital where the child was an inpatient. It can include palliative or end of life care. (For further information on neonatal loss, please see our Parental Bereavement Leave Policy).

53.4 Entitlement to Neonatal Care Leave

53.4.1 Neonatal care leave (NCL) is available once a child has received neonatal care for an uninterrupted period of seven days, not counting the day on which the neonatal care starts. Each uninterrupted week of neonatal care is a qualifying week. Part weeks are not included.

53.4.2 In adoption cases, a qualifying week only includes time spent in neonatal care after the date the child was placed with you or, for adoption from overseas, after the date the child entered the UK.

53.4.3 You are entitled to one week of NCL for each qualifying week of neonatal care, up to a maximum of 12 weeks.

53.5 Eligibility for Neonatal Care Leave

53.5.1 You may be eligible for neonatal care leave if you are:

- The child's parent;
- Their intended parent under a surrogacy arrangement;
- Their adopter or prospective adopter via a UK adoption agency or an adoption from overseas;
- The partner of any of the above at the date of birth or (in the case of adoptions) at the date of placement by a UK adoption agency or the date the child entered the UK if adopting from overseas;
- and you have or expect to have responsibility for the child's upbringing (or, if you are the partner of the child's mother, the main responsibility apart from any responsibility of the mother).

53.6 Taking Neonatal Care Leave

53.6.1 NCL cannot be taken during the waiting period which is the first week of neonatal care. In many cases you may already be on maternity, paternity, adoption, or shared parental leave during the waiting period. If not, please talk to your manager if you need time off, which may be available as paid holiday or unpaid time off for dependents (see our Time Off for Dependents Policy).

53.6.2 NCL can be taken any time after the waiting period, up to 68 weeks after the date of birth.

53.6.3 The rules for taking NCL depend on whether NCL is being taken in a Tier 1 period or a Tier 2 period. The rules are more flexible during a Tier 1 period.

53.6.4 The **Tier 1 period** starts after the waiting period and lasts until seven days after neonatal care has ended. If you want to start NCL during a Tier 1 period:

- Please notify your manager on or before the day you want to start your NCL. If you are giving notice on the day, this should be before the time you are due to start work. If you have already started work, you will start NCL on the following day. You may be able to take the rest of the day off under our Time Off for Dependants Policy where necessary.
- You must tell your manager the child's date of birth, the date neonatal care started and, if it has ended, the date it ended. You must give all the information required under paragraph 'Written Information Required' below in writing within 28 days of the start of NCL.
- You can take NCL in one continuous period or split into multiple periods of one or more whole weeks.
- Where you intend to remain on NCL for more than one week, please notify your manager as soon as possible and in any case by the start of each subsequent week of NCL.

53.6.5 The **Tier 2 period** lasts from the end of the Tier 1 period until 68 weeks after the date of birth. If you want to start NCL during a Tier 2 period:

- You must give 15 days' notice to take one week of NCL, or 28 days' notice to take two or more weeks of NCL.

- The notice must be in writing and must contain the information set out at paragraph 'Written Information Required' below.
- NCL must be taken as one continuous period of a whole number of weeks.

53.6.6 If your child is discharged from neonatal care, but neonatal care starts again within the first 28 days after birth for a further qualifying week or more, the Tier 1 period will resume until 7 days after neonatal care ends.

53.6.7 Where neonatal care is ongoing when you give the notice required as set out above, please notify your line manager once the neonatal care ends. If your child starts to receive neonatal care again, please notify your line manager of the start and end dates of the further period of neonatal care as soon as possible in each case.

53.7 Written Information Required

53.7.1 You must provide the following information in writing:

- Your name.
- Your child's date of birth.
- In UK adoption cases, the date of placement, or in overseas adoption cases, the date your child entered Great Britain.
- The start and end dates (if known) of any period(s) of neonatal care.
- The date the period of NCL started or will start.
- The number of weeks of NCL you intend to take or have taken.
- A declaration that the purpose of the NCL is to care for your child.
- If it is the first notice in respect of your child, a declaration that you meet the eligibility requirements set out at 'Eligibility for Neonatal Care Leave' above.

53.8 Cancelling NCL in the Tier 2 Period

53.8.1 You can cancel a planned period of NCL that is due to start in a Tier 2 period by telling us at least 15 days before the leave starts (for a single week of NCL) or 28 days before the leave starts (for two or more consecutive weeks of NCL)

53.9 Neonatal Care Pay

53.9.1 You may qualify for statutory neonatal care pay (SNCP) during NCL if your average earnings are not less than the lower earnings limit set by the government each tax year, and you have at least 26 weeks' continuous employment by the end of the **relevant week**, which is:

- the 15th week before the expected week of childbirth (in birth and surrogacy cases);
- the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or
- the week before the neonatal care starts (in any other case).

You will already meet these criteria if you have qualified for statutory maternity pay (SMP), statutory paternity pay (SPP), statutory adoption pay (SAP) or Statutory Shared Parental Pay (ShPP).

53.9.2 SNCP is only payable in respect of whole weeks of NCL, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

53.10 Interaction With Other Family Leave

53.10.1 Taking NCL does not affect your entitlement to other family leave and pay, such as maternity leave and pay (see our Maternity Leave Policy), adoption leave and pay, (see our Adoption Leave Policy), paternity leave and pay (see our Paternity Leave Policy), shared parental leave and pay (see our Shared Parental Leave Policy) or parental leave (see our Parental Leave Policy).

53.10.2 If you are taking maternity, adoption, paternity, parental or shared parental leave at the time your child starts neonatal care, you can take your NCL after that leave ends. You must give the relevant period of notice and written information set out above.

53.10.3 If your NCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted NCL period will resume straight away after the other leave, provided you are still in the Tier 1 period (that is, if neonatal care is still ongoing or has ended within the last week). If you are now in a Tier 2 period (that is, the neonatal care ended more than a week ago) the remainder of the interrupted NCL must be added onto any further period of NCL that you are intending to take.

53.10.4 Alternatively, if we agree, you may delay the start of the other leave until immediately after the end of your NCL.

53.10.5 When booking a period of NCL in the Tier 2 period you must ensure it will not be interrupted by the start of another period of family leave that you have booked.

53.10.6 For information about time off and other support for neonatal loss, please see our Parental Bereavement Leave Policy.

54 Teacher Appraisal and Capability

54.1 Confidentiality

54.1.1 The appraisal and capability processes will be treated with confidentiality; however, the desire for confidentiality does not override the need for the Headteacher and governing board to quality-assure the operation and effectiveness of the appraisal system.

54.1.2 This will be achieved by the Headteacher and governing board:

- Personally review a sample of teachers' appraisal records for consistency.
- Being informed of any pay recommendations that have been made and the rationale behind these.

Consistency of treatment and fairness

54.1.3 The Trust Executive Team is committed to ensuring consistency of treatment and fairness throughout the appraisal process. It will also ensure that all teachers, regardless of their protected characteristics, are treated fairly, and recognises that identical treatment and evaluation processes may not be fair for all teachers. The Headteacher will ensure that reasonable adjustment are made to the appraisal process where appropriate and necessary, e.g. for teachers with disabilities.

54.1.4 The Trust Executive Team will also ensure that the appraisal process is free from bureaucracy and recognises, encourages, and validates teachers' commitment to their own performance and development.

54.1.5 The appraisal process will be done so in a safe and supportive environment in which teachers and leaders can have open, honest, and fair discussions about successes and areas for improvement.

Definitions

54.1.6 Unless indicated otherwise, all references to "teacher" include the Headteacher.

Delegation

54.1.7 Normal rules apply in respect of the delegation of functions by the Trust Executive Team.

Grievances

54.1.8 Where a teacher raises a grievance during the capability procedure, the procedure may be temporarily suspended in order to deal with the grievance. Where the grievance and capability cases are related it may be appropriate to deal with both issues concurrently.

54.1.9 Grievances should be handled in accordance with the Trust's Grievance Policy.

Sickness

54.1.10 If long-term sickness absence appears to have been triggered by the commencement of monitoring or a formal capability procedure, the case will be dealt with in accordance with the Trust's Staff Leave of Absence Policy. The case will be referred immediately to the occupational health service, to assess the teacher's health and fitness for continued employment. Additionally, the suitability of continued monitoring or formal procedures will be evaluated in relation to the teacher's health. In some cases, it may be appropriate for monitoring and/or formal procedures to continue during a period of sickness absence.

54.2 Performance appraisal

54.2.1 This section of the policy applies to the headteacher and to all teachers employed by the Trust, except those on contracts of less than one term, those undergoing induction and those who are subject to capability procedures.

54.2.2 Appraisal at this Trust will be supportive, and the developmental process is designed to ensure that all teachers have, or fully develop, the skills and access to support they need to carry out their role effectively – it will help to ensure that teachers are able to continue to improve their professional practice and to develop as teachers.

54.2.3 Appraisal outcomes will be used to inform pay progression decisions.

54.2.4 Teachers will receive informal support in response to any concerns raised about their work performance at any point during the appraisal process. This support may consist of mentoring, training, or having resources in place to address specific needs.

54.2.5 The school will ensure that appraisals are managed in ways that avoids increasing workloads for all parties concerned.

54.3 The appraisal period

54.3.1 The appraisal period runs annually.

54.3.2 Teachers who are employed on a fixed-term contract of less than one year will have their performance managed in accordance with the principles underpinning this policy. The length of the period will be determined by the duration of their contract.

54.3.3 The school will amend the appraisal period's length in certain circumstances. Where a teacher starts their employment at the school during the course of an appraisal period, the headteacher, or governing board in the case of a new headteacher, will determine how long their appraisal process will be. The aim will be to ensure that all teachers are brought onto the same appraisal cycle as soon as is practicable.

54.3.4 The school will ensure that teachers and their line managers engage in regular and ongoing dialogue throughout the appraisal period to support their development, performance and wellbeing.

54.3.5 As suggested in the DfE's 'Teachers appraisal' guidance, the school will adhere to the following timescale when implementing their appraisal cycle:

- Autumn term: Objectives, success criteria, and supporting evidence will be determined between appraiser and appraisee.
- Spring and summer term: Performance reviewed against objectives and standards.

Summer and autumn term: Teacher receives their appraisal report that includes an assessment against their objectives and success criteria as established earlier in the academic year.

54.4 Appointing appraisers

54.4.1 The Headteacher will be appraised by the Chief Executive Officer, supported by the Director of School Improvement or a suitably skilled and/or experienced adviser.

54.4.2 The Headteacher will decide who will appraise other teachers.

54.5 Setting objectives

54.5.1 The Headteacher's objectives will be set by the Chief Executive Officer, taking into account the Headteacher's work-life balance. These objectives will be agreed by the Headteacher.

54.5.2 Teachers' work-life balance will be taken into consideration when objectives are set.

54.5.3 Teachers' objectives will take into account the length of their contract to ensure objectives are realistic and fair. Teachers will be informed by the appraiser of the standards against which their performance in the set appraisal period will be assessed. The standards used in relation to appraisal are the 'Teachers' Standards'.

54.5.4 Objectives for each teacher will be set before, or as soon as practicable after, the start of each appraisal period and for Headteachers, objectives will be set before or as soon as practical after the start of each appraisal period.

54.5.5 A minimum of three objectives will be set, although this may be more depending on the nature of the job. The objectives set for each teacher will be specific, measurable, achievable, realistic and time-bound, and will be appropriate to the teacher's role and level of experience. The objectives will also take account of the teacher's professional aspirations and any relevant pay progression criteria and work/life balance for members of staff.

54.5.6 Objectives and performance management discussions will not be based on teacher generated data and predictions, or entirely on assessment data for a single group of pupils.

54.5.7 Objectives may be set in relation to robust assessment data, but these will not be used in isolation and additional factors will always be considered when making pay progression decisions.

54.5.8 The appraiser and teacher will seek to agree the objectives.

54.5.9 Objectives may be revised if circumstances change.

54.5.10 The school will take a considered approach to circumstances where a teacher's objectives are challenging, measuring progress towards objectives as well as completion.

54.6 Observation

54.6.1 This school believes that observation of classroom practice and other responsibilities is important, both in assessing teachers' performance to identify any particular strengths and areas for development they may have, and for gaining useful information which could inform improvement more generally. Observation can also enable teachers to learn from each other and collaborate.

54.6.2 The following guidelines will be adhered to:

- Teachers performance will be regularly observed but the amount and type of classroom observations will depend on the individual circumstances of the teacher and the overall needs of the academy. However, the number of official observations will not exceed three sessions each year
- Teachers (including Headteachers) whose posts have responsibilities outside of the classroom should also expect to have their performance of those responsibilities observed and assessed.
- In addition to formal observations, Headteachers and other leaders with responsibility for teaching standards may 'drop in' in order to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained. In any event, the length and frequency of 'drop in' observations will vary depending on the specific circumstances.
- Observations will not exceed one hour per session
- The focus and timing of annual observation sessions will be agreed in consultation with the teacher
- Observations will be supportive and conducted with professionalism, integrity and courtesy
- Observations will be conducted objectively
- Observation reports will be accurate and fair
- The confidentiality of the information in the report will be respected
- Observations will not add to teachers' overall workload
- At least five working days' notice will be given of the date and time of the observation
- Verbal feedback will be provided by the end of the next school day
- Written feedback will be provided within five working days

54.6.3 The Headteacher will determine whether teaching staff can refuse to share their lesson plans during observations – this decision will be communicated to all teaching staff and their appraisers.

54.6.4 Classroom observation will be carried out by those with QTS. This will usually be a member of the Senior Leadership Team. There may be other leaders that as part of their development shadow the observer. It is advised that should 'shadowing' be considered then this is discussed beforehand with the teacher being observed.

54.7 Evidence

54.7.1 The range and level of evidence collected for the purposes of appraisal and pay determination will always be proportionate and the impact on workload will be minimal.

54.8 Development and support

54.8.1 The school will continually assess how it establishes strong, supportive cultures of professional development and performance for its teachers and leaders. Professional development will be an integral part of the teacher's objectives and success criteria when appraisal processes are being devised.

54.8.2 As established in the DfE's 'Managing Teacher's and Leader's Pay' guidance, performance related pay is now no longer a requirement for schools to adhere to, meaning that the school has greater opportunity to focus on professional development in objectives and appraisals.

54.8.3 The school will identify appropriate and relevant resources and support to help teachers' professional development and performance. In doing so, the teachers have a responsibility to proactively identify what needs they require support with for their teaching practice.

54.8.4 Appraisal is a supportive process which will be used to inform CPD. The school encourages a culture in which all teachers take responsibility for improving their teaching through appropriate professional development.

54.8.5 Professional development will be linked to improvement priorities and to the ongoing professional development needs and priorities of individual teachers.

54.9 Informal Support

54.9.1 The school will not place persistently failing teachers in capability procedures without first initiating and undergoing a period of informal support because of performance concerns. The school will ensure that this is a supportive process where teachers and their line managers can talk openly and honestly about what improvements can be made and any issues resolved. Informal support may only be required in one area that is aligned with their professional development.

54.9.2 Teachers and line managers will establish clear and achievable objectives and timelines for the informal support. The informal support will be provided for a set period that allows for performance improvement.

54.9.3 Regular communication will take place between the appraiser and appraisee to

determine the progress of the informal support, as well as take any specific circumstances into consideration.

54.9.4 Teachers and line managers will review the progress after the defined period of support has concluded. If the appraiser is satisfied that the goals have been met by the teacher, or that the teacher is making significant progress towards those goals, the appraisal process resumes as normal.

54.9.5 If the appraiser isn't satisfied that the teacher has made significant improvements, the teacher will be moved into capability procedures.

54.10 Feedback

54.10.1 Teachers will receive constructive feedback on their performance throughout the year. Following observations, verbal feedback should be provided by the end of the working day. Followed by further discussion, if required, then written feedback within five working days.

54.10.2 Feedback will highlight particular areas of strength as well as any areas that require attention.

54.10.3 Teachers will also receive an assessment of their professional development requirements and any action that should be taken to address them.

54.10.4 Where there are concerns about any aspects of the teacher's performance, the appraiser will meet the teacher formally to implement a support plan which covers the following:

- Give clear feedback to the teacher about the nature and seriousness of the concerns.
- Give the teacher an opportunity to comment and discuss the concerns.
- Agree any support that will be provided to help address those specific concerns, including but not limited to, coaching, mentoring, structured observations.
- Make clear how and by when, the appraiser will review progress.
- Explain that the support plan will be put in place for up to 4 weeks.
- Explain the implications and process if no or insufficient improvement is made, for example, the impact on pay progression and the potential for movement into formal capability proceedings.
- Set clear objectives to be met to achieve the required improvement.

54.10.5 When progress is reviewed, if the appraiser is satisfied that the teacher has made or is making sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process.

54.11 Transition to capability

54.11.1 If the appraiser, supported by the Headteacher, is not satisfied with the teacher's progress made during the support plan, the teacher will receive written notification that their performance will be managed under the capability procedure instead of the appraisal system and will be invited to a formal capability meeting. The

capability procedures will be conducted in accordance with **Capability procedure** paragraph below.

54.12 Annual assessment

54.12.1 Each teacher's performance will be formally assessed in respect of each appraisal period. In assessing the performance of the Headteacher, the panel from the governing board will consult the external adviser.

54.12.2 This assessment is the final stage of the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year in interim meetings and a mid-term review. Therefore, there should be no surprises during a formal appraisal meeting. There will be other meetings that take place such as pupil progress meeting or particular development meetings specific to academy improvement requirements from Ofsted.

54.12.3 The teacher will as soon as practicable following the end of each appraisal period ideally within five working days, receive and have the opportunity to comment on a written appraisal report (this may be written in hard copy format or made available online). In the school, teachers will receive their appraisal reports as soon as possible and the Headteacher by as soon as possible. The appraisal report will include:

- Details of the teacher's objectives for the appraisal period in question.
- An assessment of the teacher's performance of their role and their responsibilities against their objectives and the relevant standards.
- An assessment of the teacher's professional development needs and identification of any action that should be taken to address them.
- A recommendation on pay where that is relevant based on performance (pay recommendations need to be made by 31st December for Headteachers and 30th November for teachers). The Headteacher should be aware of any pay recommendation that is made.
- Any other information the appraiser deems appropriate.

54.12.4 The assessment of performance and of professional development needs will inform the planning process for the following appraisal period.

54.12.5 At the end of the appraisal period, assessment against an objective will be on the basis of the criteria set at the beginning of the cycle. Good progress towards the achievement of a challenging objective, even if the objective has not been met in full, will be assessed favourably.

54.12.6 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

54.13 Reducing workload during the appraisal process

54.13.1 The school will minimise the impact of workload on teachers, school leaders, governing boards and other relevant parties when developing and implementing its appraisal processes.

54.13.2 The school will implement policies and procedures which are proportionate, and which use evidence in appraisal decisions that is readily available from day-to-day school practice.

54.13.3 The school will encourage staff to avoid collating large documents of evidence for appraisal purposes. Instead, the school will consider using alternative means of evidence collation and documentation, such as digital platforms.

54.13.4 When determining objectives, teachers will ensure that these are ambitious yet achievable within their own workloads and based on success criteria that are realistically within their control.

54.13.5 The school will treat all teachers fairly throughout the appraisal process, including teachers with different working patterns and those who have protected characteristics as defined in the Equality Act 2010.

54.14 Capability procedure

54.14.1 This procedure applies only to teachers, including the headteacher, whose performance raises serious concerns that the appraisal process has been unable to address.

54.14.2 At least five working days' notice will be given of the formal capability meeting. The notification will contain sufficient information about performance-related concerns and their possible consequences to enable the teacher to prepare a defence for the formal capability meeting.

54.14.3 Teachers are entitled to request an alternative date which is within five days of the original date.

54.14.4 The notice will also contain copies of any written evidence, the details of the time and place of the meeting, and will advise the teacher of their right to be accompanied by a companion, who may be a colleague, a trade union official, or a trade union representative who has been certified by their union as being competent.

54.14.5 While a teacher or school leader is in capability procedures, pay progression will be withheld.

54.15 Formal capability meeting

54.15.1 This meeting is intended to establish the facts. It will be conducted by the Chief Executive Officer (for Headteacher capability meetings) or Headteacher or Director of School Improvement (for other teachers). The meeting will set out the required standard which are believed to have been failed by the teacher. The meeting allows the teacher to respond to concerns about their performance and to make any relevant representations. This may provide new information or a different context to the information or evidence already collected. During the meeting, evidence will be

presented, and witnesses will be called where appropriate. The teacher will be allowed to ask questions and present their own evidence and witnesses where appropriate. The teacher will be permitted to respond to the evidence and ask questions.

54.15.2 The person conducting the meeting may conclude that there are insufficient grounds for pursuing the capability issue and that it would be more appropriate to continue to address the remaining concerns through the appraisal process, in line with the Trust's Teacher Appraisal Policy. In such cases, the capability procedure will come to an end.

54.15.3 The person conducting the meeting may also adjourn the meeting if they decide that further investigation is needed, or more time is needed to consider additional information.

54.15.4 In other cases, the meeting will continue. During the meeting, or any other meeting which could lead to a formal warning being issued, the person conducting the meeting will:

- Identify the professional shortcomings of the teacher.
- Give clear guidance on the improved standard of performance needed to ensure that that the teacher can be removed from formal capability procedures.
- Explain any support that will be available to help the teacher to improve their performance.
- Outline the timetable for improvement while taking into account the teacher's performance circumstances.
- Explain how performance will be monitored and reviewed.
- Formally warn the teacher that failure to improve within the set period could lead to dismissal. In very serious cases, this warning could be a final written warning.

54.15.5 Notes will be taken of formal meetings and a copy sent to the teacher. Where a warning is issued, they will be informed in writing of the matters covered in the bullet points above and given information about the timing and handling of the review stage, and the procedure and time limits for appeals.

54.15.6 A performance monitoring and review period will follow the formal capability meeting.

54.15.7 Formal monitoring, evaluation, guidance and support will continue during this period.

54.15.8 The teacher will be invited to a formal review meeting, unless they were issued with a final written warning, in which case they will be invited to a decision meeting.

54.16 Formal review meeting

54.16.1 As with formal capability meetings, at least five working days' notice will be given, and the notification will give details of the time and place of the meeting and will advise the teacher of their right to be accompanied by a companion who may be a

colleague, a trade union official, or a recognised, approved trade union representative who has been certified by their union as being competent. Teachers will be entitled to reasonably request an alternative date if they cannot attend the original date proposed.

54.16.2 If the person conducting the meeting is satisfied that the teacher has made sufficient improvement, the capability procedure will cease and the appraisal process will restart, in line with the school's Teacher Appraisal Policy. In other cases:

- If some progress has been made and there is confidence that more is likely, it may be appropriate to extend the monitoring and review period.
- If no or insufficient improvement has been made during the monitoring and review period, the staff member will receive a final written warning which will set out the areas where performance standards have not been met, targets for improvement, any measures which will be taken to improve performance, a period for the review and the consequences of not meeting expected performance standards.

54.16.3 As before, notes will be taken of formal meetings and a copy sent to the teacher. The final written warning wording will mirror any previous warnings that have been issued. Where a final warning is issued, teacher will be informed in writing that failure to achieve an acceptable standard of performance within the set timescale may result in dismissal. They will also be given information about the handling of the further monitoring and review period, and the procedure and time limits for appealing against the final warning. The teacher will be invited to a decision meeting.

54.17 Decision meeting

54.17.1 As with formal capability meetings and formal review meetings, at least five working days' notice will be provided, and the notification will give details of the time and location of the meeting. The notice will also advise the teacher of their right to be accompanied by a companion who may be a colleague, a trade union official or a trade union representative who has been certified by their union as being competent.

54.17.2 If an acceptable standard of performance has been achieved during the further monitoring and review period, the capability procedure will end and the appraisal process will restart, in line with the school's Teacher Appraisal Policy. If performance remains unsatisfactory, a decision or recommendation to the governing board will be made that the teacher should be dismissed or required to cease working at the School. Redeployment into an alternative role may be considered where appropriate and possible.

54.17.3 Before the decision to dismiss is made, the school will discuss the decision with the Trust Board.

54.17.4 The teacher will be informed as soon as possible of the reasons for their dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal.

54.18 Decision to dismiss

The power to dismiss staff in this school has been delegated to the Trust Executive Team and Headteacher.

54.19 Dismissal

54.19.1 Once the decision to dismiss has been taken, the Headteacher will dismiss the teacher with notice or pay in lieu of notice.

54.20 Appeals

54.20.1 If a teacher feels that a decision to dismiss them, or another action taken against them, is wrong or unjust, they may appeal in writing against the decision within five working days, setting out the grounds for appeal at the same time. Appeals will be heard without unreasonable delay and, where possible, at an agreed time and place.

54.20.2 The same arrangements for notification and the right to be accompanied by a companion will apply as with formal capability and review meetings and, as with other formal meetings, notes will be taken and a copy sent to the teacher.

54.20.3 The appeal will be dealt with impartially and, wherever possible, by managers or governors who have not previously been involved in the case.

54.20.4 The teacher will be informed in writing of the results of the appeal hearing as soon as possible.

54.21 Monitoring and evaluation

54.21.1 The Trust Executive Team will monitor the operation and effectiveness of the school's appraisal arrangements, including monitoring the impact on workload.

54.21.2 The Headteacher will ensure that all written appraisal records are retained in a secure place for six years in line with the Trust's Records Management Policy and in accordance with DfE guidance.

54.21.3 This policy will be reviewed on an annual basis.

55 Support Staff Appraisal and Capability Policy

55.1 Purpose

55.1.1 This policy sets out the framework for a clear and consistent assessment of the overall performance of support staff and for supporting their development needs within the context of the academy's plan for improving educational provision and their own professional needs.

55.1.2 The appraisal period will also be used to address concerns that are raised about a member of staff's performance. If concerns are such that they cannot be resolved through the appraisal process, there will be consideration of whether to commence the capability procedure.

55.2 Application of the policy

55.2.1 The policy applies to all support staff employed by the academy except:

- those on contracts of less than one term
- those undergoing a probationary period
- those who are the subject of capability procedures.

55.2.2 Support staff who are employed on fixed term contracts of less than one year will have their performance managed in accordance with this policy however the length of the period for appraisal will be determined by the duration of the contract.

55.3 Appraisal Period

55.3.1 The appraisal period is annual from September to July, with written documentation completed by November.

55.3.2 Where a member of staff starts their employment/new role at the academy part-way through the cycle the Headteacher/Line Manager will determine the length of the first cycle, with a view to bringing it into line with the cycle for other members of staff.

55.3.3 In these cases, it should be accepted by both parties that the scope of the discussion and action to be agreed may be limited at the first meeting. This meeting should take place within the 1st month of commencing employment/new role.

55.4 Probationers

55.4.1 An appraisal meeting will be carried out after a new member of staff has completed their probationary period.

55.5 Appointing Appraisers

55.5.1 The Headteacher will decide who will appraise each member of staff, this will usually be the immediate line manager or supervisor.

55.5.2 Where it becomes apparent that the appraiser appointed by the Headteacher will be absent for the majority of the appraisal cycle, the Headteacher will delegate those duties to another manager for the duration of that absence/the current appraisal cycle.

55.5.3 Where a member of staff is experiencing difficulties and the Headteacher is not the appraiser, the Headteacher or a member of the leadership team may undertake the role of the appraiser.

55.6 Quality Assurance and Moderation

55.6.1 The Headteacher has determined that they will:

- delegate the appraiser role for some or all members of staff for whom they are not the line manager.

55.6.2 In these circumstances the Headteacher and/or a member of the leadership team will:

- moderate a representative sample of the objectives set to check consistency between those who have similar experience and similar roles and levels of responsibility;

and

- comply with the school's appraisal policy, the standards and the requirements of equality legislation.

55.7 Setting Objectives

55.7.1 Objectives for each member of staff will be set during the Autumn term and written documentation completed by the end of November effective from the start of each appraisal period (1st September).

55.7.2 A minimum of 3 objectives will be set, although this may be more depending on the nature of the job.

55.7.3 The objectives set will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the appraisee's role, responsibility and level of experience. They shall also take account of the member of staff's personal aspirations and work/life balance for all members of staff.

55.7.4 The appraiser and the member of staff will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. If concerns are raised then they should be noted within the appraisal documentation and raised with the Headteacher by the appraiser. Objectives may be revised if circumstances change.

55.7.5 The objectives for each member of staff will 'feed-in' and 'support' those objectives of their manager and the overall objectives of the academy improvement plan.

- for teaching support members of staff their objectives will support the teaching and learning of pupils and support their progress.
- for administration members of staff their objectives will support the efficient workings of the team in relation to process, procedures and support to the Headteacher and Senior Leadership Team.

- for lunchtime supervisors their objectives will support the safety and development of pupils.
- for caretaking and cleaning members of staff their objectives will support the efficient running of the academy and in providing a safe and clean environment for users of the academy buildings and grounds.

55.7.6 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

55.7.7 In addition to individual objectives all members of staff will have a set of behaviours which will be common to all members of staff within a particular role and grade. Measuring these behaviours is key to the appraisal process (example behaviours are at Appendix A).

55.8 Reviewing Progress - Development and Support

55.8.1 Appraisal is a supportive process which will be used to inform continuing training and development.

55.8.2 The academy wishes to encourage a culture in which all members of staff take responsibility for improving their performance through appropriate training and development. This will be linked to academy improvement priorities and to the ongoing professional development needs and priorities of individual members of staff.

55.9 Feedback

55.9.1 Members of staff will receive constructive feedback on their performance throughout the year (e.g. 6 monthly).

55.9.2 Feedback will highlight particular areas of strength as well as any areas that need development and attention.

55.9.3 Where there are concerns about any aspects of the member of staff's performance the appraiser will meet the member of staff to consider implementing a support plan. (HR advice may be sought).

The support plan will:

- give clear feedback to the member of staff about the nature and seriousness of the concerns
- give the member of staff the opportunity to comment and discuss concerns
- agree any support (coaching, mentoring), that will be provided to help address those specific concerns
- make clear how, and by when, the appraiser will review progress.
- Explain that the support plan will be put in place for up to 4 weeks.
- **Explain the implications and process if no or insufficient improvement is made.**

- The support plan must be confirmed in writing.

55.9.4 When the progress is reviewed, if the appraiser is satisfied that the member of staff has made or is making sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process.

55.10 Transition to Capability

55.10.1 If the appraiser, supported by the Headteacher, is not satisfied with progress made during the support plan, the member of staff will be notified in writing that the appraisal process will no longer apply and that a Performance Capability meeting will be arranged. The capability procedures will be conducted in accordance with **Capability procedure** paragraph below.

55.11 Annual Assessment

55.11.1 Each member of staff's performance will be formally assessed in respect of each appraisal period.

55.11.2 This assessment is the end point to the annual appraisal process, however performance and development priorities will be reviewed and addressed on a regular basis throughout the year at interim meetings which will take place (e.g. 6 monthly). Therefore, there should be no surprises during a formal appraisal meeting. There will be other meetings that take place such as development meetings specific to academy improvement requirements from Ofsted.

55.11.3 The member of staff will receive as soon as practicable following the end of each appraisal period, ideally within 5 working days, a written appraisal report.

55.11.4 Members of staff will receive their written appraisal reports by 30th November.

The appraisal report will include:

- Details of the member of staff's objectives for the appraisal period in question
- An assessment of the member of staff's performance of their role and the responsibilities against their objectives
- An assessment of the member of staff's training and development needs and identification of any action that should be taken to address them
- Any other information the appraiser deems appropriate.

55.11.5 The member of staff will have an opportunity to comment in writing to the appraiser, who may then consult with the Headteacher if appropriate, within 5 working days of receipt of the written report.

55.11.6 The assessment of performance and of training and development needs will inform the planning process for the following appraisal period.

55.11.7 At the end of the appraisal period, assessment against an objective will be on the basis of the criteria set at the beginning of the cycle. Good progress towards the achievement of a challenging objective, even if the objective has not been met in full, will be assessed favourably.

55.11.8 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

55.12 Sickness

55.12.1 If long term sickness absence appears to have been triggered by the commencement of a support plan or a formal capability procedure, the case will be dealt with in accordance with the academy's absence policy and will normally be referred to the occupational health service to assess the member of staff's health and fitness for continued employment and the appropriateness or otherwise of continuing with the support plan or formal procedures.

55.12.2 In some cases, it may be appropriate for formal procedures to continue during a period of sickness. However, the views of the occupational health physician will be taken into account before a decision is reached.

55.13 Record Retention

55.13.1 The Governing body and the Headteacher will ensure that all written appraisal records are retained in a secure place for six years and then destroyed.

55.14 Confidentiality

55.14.1 The appraisal process and the statements generated under it, in particular, will be treated with strict confidentiality at all times. Only the appraisee, the appraiser, the appraisee's line manager(s) and the Headteacher/Senior Leaders will be provided with access to the information.

55.14.2 The desire for confidentiality does not override the need for the Headteacher and Governing body to quality assess the operation and effectiveness of the appraisal process. The Headteacher/Senior Leader may review all objectives and written appraisal records to check consistency of approach and expectation between different appraisers.

55.15 Training and Support

55.15.1 Training and development needs will be identified during the appraisal process. The Headteacher will consider any budget implications and, where possible, appropriate training needs will be supported.

55.15.2 An account of the training and development needs of members of staff in general, including the instances where it could not be approved will form part of the Headteacher's annual report to the Governing body on the appraisal process.

55.15.3 With regard to the provision of continuous professional development (CPD) in the case of competing demands on the budget, a decision on relative priority will be

taken with regard to the extent to which: (a) the CPD identified is essential to meet the objectives of the appraisee; and (b) the extent to which the training and support will help the academy to achieve its priorities.

55.15.4 The academy priorities will have precedence. Members of staff should not be held accountable for failing to make good progress towards meeting their objectives where support identified to meet the objectives in the appraisal has not been provided.

55.16 Equality Statement

55.16.1 The Governing body is committed to ensuring consistency of treatment and fairness and will abide by all relevant equality legislation.

55.16.2 This policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

Appendix A

Key behaviours for members of staff

All members of staff

Delivering results

- Consistently delivers what is asked to the standard and timescale required.
- Strives to improve own performance at all times and sets high standards for self and others.
- Learns from experience and feedback that can be used to improve things in the future.

Thinking and problem solving

- Asks questions to ensure all of the right information is gathered about a problem.
- Identifies potential issues and thinks them through in a logical and consistent way.
- Recognises when a current problem/issue is similar to a previous one and uses the experience to help the current situation.

Change

- Gathers information/ideas that enable improvements on current practice.
- Is open to doing things in a different way.
- Receptive to and positive about change and responds quickly to adjusted priorities.

Working with others

- Willing to share ideas and solutions with others.
- Actively seeks to understand others' point of view.
- Is proactive and seeks additional responsibility.

Senior members of staff (in addition to the above)
(e.g. HLTA, SBP)

Delivering results

- Overcomes obstacles to achieve effective working practices.
- Is flexible and able to change approach to still deliver even if situations change.

Thinking and problem solving

- Identifies potential problems and thinks through the implications to provide immediate improvements.

Change

- Willing to challenge current working practices to bring about positive change.

Working with others

- Is able to influence positively and constructively to get the best out of others.
- Celebrates success with team.

55.17 Discrimination, harassment and other policies

55.17.1 All staff are reminded that they are subject to our policies on equality and diversity, discrimination and harassment, confidentiality and trade secrets and data protection and that breach of these policies may result in disciplinary action, up to and including dismissal.

55.17.2 We are committed to providing a workplace which is fair and equal. Nobody will be disadvantaged, discriminated against or otherwise subjected to a detriment because they are in a personal relationship. Any member of staff who has concerns about their treatment should raise this informally with their line manager in the first instance (if appropriate), or otherwise use the formal grievance procedure.

55.17.3 We will not tolerate any form of harassment of our staff and will take any allegations extremely seriously. Staff are reminded to consider their legal obligations towards colleagues. These may be especially pertinent at the beginning or end of a relationship, when professionalism and discretion will be particularly important.

55.18 Capability Procedure

55.18.1 This procedure applies only to support staff, whose performance raises serious concerns that the appraisal process has been unable to address.

55.18.2 The primary aim of this procedure is to provide a framework within which managers can work with staff to maintain satisfactory performance standards and to encourage improvement where necessary.

55.18.3 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

55.18.4 This policy does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases, reference should be made to the appropriate policy or procedure.

55.18.5 This procedure applies to all employee's regardless of length of service. However, we may depart from this procedure where appropriate (including but not limited to during an employee's probationary period). It does not apply to agency workers or self-employed contractors.

55.18.6 This procedure does not form part of any employee's contract of employment and it may be amended at any time.

55.19 Identifying performance issues

55.19.1 In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where

an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

a) Clarify the required standards;
b) Identify areas of concern;
c) Establish the likely causes of poor performance and identify any training needs; and/or
d) Set targets for improvement and a time-scale for review.

55.19.2 Staff will not normally be dismissed for performance reasons without previous warnings. However, in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

55.19.3 If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

55.20 Disabilities

55.20.1 Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

55.20.2 If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line manager or Human Resources.

55.21 Confidentiality

55.21.1 Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.

55.21.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

55.21.3 You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

55.22 Notification of a capability hearing

55.22.1 If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns,

and the likely outcome if we decide after the hearing that your performance has been unsatisfactory.

We will also include the following where appropriate:

a) A summary of relevant information gathered as part of any investigation.
b) A copy of any relevant documents which will be used at the capability hearing.
c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

55.22.2 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

55.23 Right to be accompanied at hearings

55.23.1 You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

55.23.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

55.23.3 If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days, we may require you to choose someone else.

55.23.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

55.24 Procedure at capability hearings

55.24.1 If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence.

55.24.2 The hearing will normally be held by your line manager or a more senior manager and will normally be attended by a member of Human Resources. You may bring a companion with you to the hearing. Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

55.24.3 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

55.24.4 The aims of a capability hearing will usually include:

a) Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
b) Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
c) Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
d) Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
e) Where appropriate, discussing targets for improvement and a time-scale for review.
f) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

55.24.5 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

55.24.6 We will inform you in writing of our decision and our reasons for it. Where possible we will also explain this information to you in person.

55.25 Stage 1 Hearing: First Written Warning

55.25.1 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, setting out:

a) The areas in which you have not met the required performance standards.
b) Targets for improvement.
c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
d) A period for review.
e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.

55.25.2 A first written warning will normally remain active for six months from the end of the review period. After the active period the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.

55.25.3 Your performance will be monitored during the review period and we will write to inform you of the outcome:

a) If your line manager is satisfied with your performance, no further action will be

taken;
b) If your line manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
c) If the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

55.26 Stage 2 Hearing: Final Written Warning

55.26.1 If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification.

55.26.2 Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:
a) The areas in which you have not met the required performance standards.
b) Targets for improvement.
c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
d) A period for review.
e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.

55.26.3 The final written warning will normally remain active for twelve months from the end of the review period. After the active period the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.

55.26.4 Your performance will be monitored during the review period and we will write to inform you of the outcome:
a) If your line manager is satisfied with your performance, no further action will be taken;
b) If your line manager is not satisfied, the matter may be progressed to a stage 3 capability hearing; or
c) If the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

55.27 Stage 3: Dismissal or Redeployment

55.27.1 We may decide to hold a Stage 3 capability hearing if we have reason to believe:
a) Your performance has not improved sufficiently within the review period set out in the final written warning;
b) Your performance is unsatisfactory while a final written warning is still active; or
c) Your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

We will send you written notification of the hearing.

55.27.2 Following the hearing, if we find your performance is unsatisfactory, we may consider a range of options including:

a) Dismissing you
b) Redeploying you into another suitable job at the same or a lower grade.
c) Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
d) Giving a final written warning (where no final written warning is currently active).

55.27.3 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or pay in lieu.

55.28 Appeals against action for poor performance

55.28.1 If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to Human Resources within one week of the date on which you were informed in writing of the decision.

55.28.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.

55.28.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

55.28.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

55.28.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

55.28.6 Where possible, the appeal hearing will be conducted by a more senior manager who has not been previously involved in the case. A member of Human Resources will also usually be present. You may bring a companion with you to the appeal hearing.

55.28.7 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

55.28.8 Following the appeal hearing we may:
a) Confirm the original decision;
b) Revoke the original decision; or

c) Substitute a different penalty.

55.28.9 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

56 IT and Communications Systems policy

56.1.1 Our IT and communications systems are intended to promote effective communication and working practices within our organisation. This policy outlines the standards you must observe when using these systems, the circumstances in which we will monitor your use, and the action we will take in respect of breaches of these standards. This policy covers all staff, officers, consultants, contractors, casual workers, agency workers and anyone who has access to our IT and communication systems.

56.1.2 Misuse of IT and communications systems can damage the business and our reputation. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

56.1.3 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

56.2 Personnel responsible for the policy

56.2.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

56.2.2 The Chief Finance Officer or ONE IT will deal with requests for permission or assistance under the provisions of this policy, and may specify certain standards of equipment or procedures to ensure security and compatibility.

56.3 Equipment security and passwords

56.3.1 You are responsible for the security of the equipment allocated to or used by you, and must not allow it to be used by anyone other than in accordance with this policy.

56.3.2 You are responsible for the security of any computer terminal used by you. You should lock your terminal or log off when leaving it unattended or on leaving the office, to prevent unauthorised users accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.

56.3.3 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the relevant IT technician.

56.3.4 You should use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly. You must not use another person's username and password or make available or allow anyone else to log on using your username and password unless authorised by your line manager. On the termination of employment (for any reason) you must provide details of your passwords to your line manager and return

any equipment, key fobs or cards.

56.3.5 If you have been issued with a laptop, tablet computer, BlackBerry, smartphone or other mobile device, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. You should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

56.4 Systems and data security

56.4.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

56.4.2 You must not download or install software from external sources without authorisation from your line manager. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by the ONE IT Technician before they are downloaded. If in doubt, staff should seek advice from the ONE IT Technician .

56.4.3 You must not attach any device or equipment to our systems without authorisation from the IT Department. This includes any USB flash drive, MP3 player, tablet, smartphone or other similar device, whether connected via the USB port, infra-red connection or in any other way.

56.4.4 We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). Inform the IT Department immediately if you suspect your computer may have a virus. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message.

56.4.5 You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorised in the proper performance of your duties.

56.4.6 You must be particularly vigilant if you use our IT equipment outside the workplace and take such precaution as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Privacy Notice or Data Protection Policy.

56.5 Email

56.5.1 Although email is a vital business tool, you should always consider if it is the appropriate method for a particular communication. Correspondence with third

parties by email should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals.

56.5.2 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, or otherwise inappropriate emails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via email should inform their line manager.

56.5.3 You should take care with the content of email messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Remember that you have no control over where your email may be forwarded by the recipient. Avoid saying anything which would cause offence or embarrassment if it was forwarded to colleagues or third parties, or found its way into the public domain.

56.5.4 Email messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an email cannot be recovered for the purposes of disclosure. All email messages should be treated as potentially retrievable, either from the main server or using specialist software.

56.5.5 In general, you should not:

a) Send or forward private emails at work which you would not want a third party to read;
b) Send or forward chain mail, junk mail, cartoons, jokes or gossip;
c) Contribute to system congestion by sending trivial messages, copying or forwarding emails to those who do not have a real need to receive them, or using "reply all" unnecessarily on an email with a large distribution list;
d) Sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals;
e) Agree to terms, enter into contractual commitments or make representations by email unless appropriate authority has been obtained. A name typed at the end of an email is a signature in the same way as a name written at the end of a letter;
f) Download or email text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
g) Send messages from another person's email address (unless authorised) or under an assumed name; or
h) Send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.

56.5.6 If you receive an email in error, you should inform the sender.

56.5.7 Do not use your personal email account to send or receive email for the purposes of our business. Only use the email account we have provided to you.

56.6 Using the internet

56.6.1 Internet access is provided primarily for business purposes. Occasional personal use may be permitted.

56.6.2 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of such a marker and could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

56.6.3 You should not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content which is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

56.6.4 You should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time.

56.6.5 The following must never be accessed from our network: online radio, audio and video streaming, instant messaging and webmail (such as such as Gmail or Hotmail) and social networking sites (such as Facebook, Twitter, Instagram, YouTube, Second Life). This list may be modified from time to time and is not exhaustive.

56.7 Personal use of our systems

56.7.1 We permit the incidental use of our internet, email and telephone systems to send personal email, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

56.7.2 Personal use must meet the following conditions:

a) Use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before 9 am or after 5.30 pm);
b) Personal emails should be labelled "personal" in the subject header;
c) Use must not interfere with business or office commitments;
d) Use must not commit us to any marginal costs; and
e) Use must comply with this policy and our other policies including the equal opportunities policy, anti-harassment and bullying policy, data protection policy and disciplinary rules.

56.7.3 You should be aware that personal use of our systems may be monitored and, where breaches of this policy are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

56.8 Monitoring

56.8.1 Our systems enable us to monitor telephone, email, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

56.8.2 We reserve the right to retrieve the contents of email messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

a) To monitor whether the use of the email system or the internet is legitimate and in accordance with this policy;
b) To find lost messages or to retrieve messages lost due to computer failure;
c) To assist in the investigation of alleged wrongdoing; or
d) To comply with any legal obligation.

56.8.3 At the school's discretion, Close Circuit Televisions (CCTV) may be deployed within every school Premises. Where the school uses such CCTV, please refer to the CCTV Policy.

56.8.4 Where the school adopts such a policy, notices will be displayed in every office that CCTV may be deployed and the name of the person responsible for managing the scheme.

56.9 Prohibited use of our systems

56.9.1 Misuse or excessive personal use of our telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some circumstances be a criminal offence. In particular, it will usually amount to gross misconduct to misuse our systems by participating in online gambling, forwarding chain letters, or by creating, viewing, accessing, transmitting or downloading any of the following material (this list is not exhaustive):

a) Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
b) Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
c) A false and defamatory statement about any person or organisation;
d) Material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our equal opportunities policy or our anti-harassment and bullying policy);
e) Confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
f) Unauthorised software;
g) Any other statement which is likely to create any criminal or civil liability (for you or us); or
h) Music or video files or other material in breach of copyright.

56.9.2 Any such action will be treated very seriously and is likely to result in summary dismissal.

56.9.3 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

57 Social Media Policy - Please refer to the Trust's full Social Media Policy

58 Photography Policy

58.1 Definitions

58.1.1 For the purposes of this policy:

- **Camera** is used to refer to mobile phones, tablets, webcams, portable gaming devices and any other equipment or devices which may be used to be take photographs.
- **Personal use** of photography and videos is defined as the use of cameras to take images and recordings of children by relatives, friends or known individuals, e.g. a parent taking a group photo of their child and their friends at a school event. These photos and videos are only for personal use by the individual taking the photo and are not intended to be passed on to unknown sources. The principles of the UK GDPR and the DPA 2018 do not apply to images and videos taken for personal use.
- **Official School use** is defined as photography and videos which are used for school purposes, e.g. for building passes and identity cards. These images are likely to be stored electronically alongside other personal data. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for official school use.
- **Media use** is defined as photography and videos which are intended for a wide audience, e.g. photographs of children taken for a local newspaper. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for media use.
- Staff may also take photos and videos of pupils for **educational purposes**. These are not intended for official school use, but may be used for a variety of reasons, such as school displays, special events, assessment and workbooks. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for educational purposes.
- **Personal electronic devices** are defined as devices that are used to store, generate, or transmit information or data in any form, including audio, visual or text. Such devices may include, but are not limited to, the following items:
    - Any type of computer or computer-like instrument.
    - Portable devices, such as tablets, laptops, mobile phones, personal digital assistants (PDAs), portable hard drives, USBs, pagers, and smart or electronic watches.
    - The components of any such devices above.

58.2 Responsibilities

58.2.1 The Headteacher is responsible for:

- Submitting consent forms to parents, and pupils where appropriate, at the beginning of the academic year with regards to photographs and videos being taken whilst at school.
- Ensuring that all photos and videos are stored and disposed of correctly, in line with the UK GDPR and the DPA 2018.
- Deciding whether parents are permitted to take photographs and videos during school events.

- Communicating this policy to all the relevant staff members and the wider school community, such as parents.

58.2.2 The designated safeguarding lead is responsible for:

- Liaising with social workers to gain consent for the use of photographs and videos of LAC pupils.
- Liaising with the data protection officer to ensure there are no data protection breaches.
- Informing the Headteacher of any known changes to a pupil's security, e.g. child protection concerns, which would mean that participating in photography and video recordings would put them at significant risk.

58.2.3 Parents, and pupils where appropriate, are responsible for:

- Completing the Consent Form on an annual basis.
- Informing the school in writing if they wish to make any changes to their consent.
- Acting in accordance with this policy.

58.2.4 In accordance with the school's requirements to have a data protection officer, the data protection officer is responsible for:

- Informing and advising the school and its members of staff about their obligations to comply with the UK GDPR and the DPA 2018 in relation to photographs and videos at School.
- Monitoring the school's compliance with the UK GDPR and the DPA 2018 in regards to processing photographs and videos.
- Advising on data protection impact assessments in relation to photographs and videos at school
- Conducting internal audits regarding the school's procedures for obtaining, processing and using photographs and videos.
- Providing the required training to staff members in relation to how the UK GDPR and the DPA 2018 impacts photographs and videos at school.

58.2.5 Overall responsibility for the appropriate use of photography at school and in connection with school events rests with the Headteacher and the designated safeguarding lead.

58.3 Consent

58.3.1 All photographs and video content are classified as personal data under the UK GDPR and the DPA 2018; images or video content may be used for publicity or other purposes only once informed consent has been provided, and it has not been withdrawn.

58.3.2 Parents are responsible for providing consent on their child's behalf, except where the processing is related to preventative or counselling services offered directly to children.

58.3.3 Parents and pupils are required to be aware that their child/they may be photographed at school and they have the right to withdraw consent for:

- Photographs or video taken by members of staff for school-based publicity and promotional purposes (school newsletters/prospectus) or for anonymous use on the school website.
- Photographs or video taken by parents and other family members of children at the School during School concerts, performances, sports events and other similar events organised by the school.
- Photographs or video taken by members of the press who are on the school premises by invitation in order to celebrate individual, group or school success.

58.3.4 The school understands that consent must be a positive indication. It cannot be inferred from silence, inactivity or pre-ticked boxes.

58.3.5 Consent will only be accepted where it is freely given, specific, informed and an unambiguous indication of the individual's wishes.

58.3.6 Where consent is given, a record will be kept documenting how and when consent was given and last updated.

58.3.7 The school ensures that consent mechanisms meet the standards of the UK GDPR and the DPA 2018. Where the standard of consent cannot be met, an alternative legal basis for processing the data will be found, or the processing will cease.

58.3.8 Parents and pupils, as applicable, will be asked to complete the Consent Form on an annual basis, which will determine whether or not they allow their child/themselves to participate in photographs and videos.

58.3.9 The Consent Form will be valid for the full academic year, unless the pupil's circumstances change in any way, e.g. if their parents separate, or consent is withdrawn. Additional consent forms will be required if the pupil's circumstances change.

58.3.10 If there is a disagreement over consent, or if a parent/pupil does not respond to a consent request, it will be treated as if consent has not been given and photographs and videos will not be taken or published of the pupil without consent.

58.3.11 All parents and pupils are entitled to withdraw or change their consent at any time during the school year.

58.3.12 Parents or pupils withdrawing their consent must notify the school in writing.

58.3.13 If any parent or pupil withdraws or changes their consent, or the designated safeguarding lead reports any changes to a pupil's security risk, or there are any other changes to consent, the list will also be updated and re-circulated.

58.3.14 For any LAC pupils, or pupils who are adopted, the designated safeguarding lead will liaise with the pupil's social worker, carers or adoptive parents to establish where consent should be sought. Consideration will be given as to whether identification of a LAC pupil, or pupils who are adopted, would risk their security in any way.

58.3.15 Consideration will also be given to any pupils for whom child protection concerns have been raised. Should the designated safeguarding lead believe that taking photographs and videos of any pupils would put their security at further risk, greater care will be taken towards protecting their identity.

58.3.16 A list of all the names of pupils for whom consent was not given will be created by the data protection officer and will be circulated to all staff members. This list will be updated annually, when new consent forms are provided.

58.4 General procedures

58.4.1 Photographs and videos of pupils will be carefully planned before any activity.

58.4.2 The data protection officer will oversee the planning of any events where photographs and videos will be taken.

58.4.3 Where photographs and videos will involve LAC pupils, adopted pupils, or pupils for whom there are security concerns, the Headteacher will liaise with the designated safeguarding lead to determine the steps involved.

58.4.4 When organising photography and videos of pupils, the Headteacher, as well as any other staff members involved, will consider the following:

- Can general shots of classrooms or group activities, rather than individual shots of pupils, be used to fulfil the same purpose?
- Could the camera angle be amended in any way to avoid pupils being identified?
- Will pupils be suitably dressed to be photographed and videoed?
- Will pupils of different ethnic backgrounds and abilities be included within the photographs or videos to support diversity?
- Would it be appropriate to edit the photos or videos in any way (e.g. to remove logos which may identify pupils)?
- Are the photographs and videos of the pupils completely necessary, or could alternative methods be used for the same purpose? E.g. could an article be illustrated by pupils' work rather than images or videos of the pupils themselves?

58.4.5 The list of all pupils of whom photographs and videos must not be taken will be checked prior to the activity. Only pupils for whom consent has been given will be able to participate.

58.4.6 The staff members involved, alongside the Headteacher and data protection officer will liaise with the designated safeguarding lead if any LAC pupil, adopted pupil, or a pupil for whom there are security concerns is involved.

58.4.7 A school-owned digital camera will be used to take photographs and videos of pupils. Exceptions to this are outlined in **Other school-owned devices** paragraph below.

58.4.8 Staff will ensure that all pupils are suitably dressed before taking any photographs

or videos.

58.4.9 Where possible, staff will avoid identifying pupils. If names are required, only first names will be used.

58.4.10 The school will not use images or footage of any pupil who is subject to a court order.

58.4.11 The school will not use photographs of:

- Children who have left the school, without the consent of their parents or, where appropriate, the children themselves.
- Staff members who have left the school, without their consent.

58.4.12 Photos and videos that may cause any distress, upset or embarrassment will not be used.

58.4.13 Any concern relating to inappropriate or intrusive photography or publication of content is to be reported to the data protection officer.

58.5 Additional safeguarding procedures

58.5.1 The school understands that certain circumstances may put a pupil's security at greater risk and, thus, may mean extra precautions are required to protect their identity.

58.5.2 The designated safeguarding lead will, in known cases of a pupil who is a LAC or who has been adopted, liaise with the pupil's social worker, carers or adoptive parents to assess the needs and risks associated with the pupil.

58.5.3 Any measures required will be determined between the designated safeguarding lead, social worker, carers, data protection officer and adoptive parents with a view to minimising any impact on the pupil's day-to-day life. The measures implemented will be one of the following:

- Photos and videos can be taken as per usual school procedures
- Photos and videos can be taken within school for educational purposes and official school use, e.g. on registers, but cannot be published online or in external media
- No photos or videos can be taken at any time for any purposes

58.5.4 Any outcomes will be communicated to all staff members via a staff meeting and the list outlining which pupils are not to be involved in any videos or photographs, held in the school office, will be updated accordingly.

58.6 General use of electronic devices

58.6.1 Staff members and pupils will be issued with school-owned devices to assist with their work, where necessary. Requirements around the use of school-owned devices can be found in the school's Device and Technology User Agreements.

58.6.2 Misuse of cameras, filming equipment or other devices in a way that breaches

school policy will always be taken seriously and may be the subject of disciplinary procedures, or dealt with under the relevant safeguarding policy as appropriate.

58.6.3 Members of staff may be provided with a camera to record and maintain pictorial evidence of the lessons, behaviour, activities and events related to their pupils.

58.6.4 Photos and videos may only be taken for educational purposes and in "school or educational provision settings" as mentioned above.

58.6.5 The use of personal cameras, mobile phone cameras or other recording equipment is prohibited on School premises at all times.

58.6.6 The school-owned cameras are located in the filing cabinet. Members of staff are responsible for making sure that the camera is locked away after use in the filing cabinet at the end of the day.

58.6.7 Each camera will be clearly numbered/labelled or identified as belonging to the school/member of staff.

58.6.8 Members of staff are not allowed to bring in personal cameras without prior permission. If personal cameras are allowed to be brought in due to a specialist requirement or defective equipment, the memory card should be shown to be empty and images downloaded to the school's server.

58.6.9 Members of staff are not allowed to take school cameras or memory cards home.

58.6.10 Cameras are not permitted to be taken into the toilet/or swimming pool/changing area. If necessary (e.g. photographs of pupils washing their hands), then prior permission needs to be sought from the Headteacher. Staff members are required to be supervised while carrying out this activity.

58.6.11 Staff or other adults are not permitted to take photographs of pupils in vulnerable circumstances, such as when they are upset or inappropriately dressed.

58.6.12 Members of staff and the school community are required to report inappropriate use of digital cameras and images to the Headteacher. If it is found that any incidents raise child protection concerns, immediate action will be taken in consultation with the designated safeguarding lead.

58.6.13 The school is not responsible for lost, stolen or damaged camera equipment. This remains the responsibility and obligation of the member of staff.

58.7 Other School-owned devices

58.7.1 Staff are encouraged to take photos and videos of pupils using the school's digital cameras; however, they may use other School-owned devices, such as mobile phones and tablets, where the data protection officer has been consulted and consent has been sought from the Headteacher prior to the activity.

58.7.2 Where School-owned devices other than digital cameras are used, images and

videos will be provided to the school at the earliest opportunity and then removed from the devices.

58.7.3 Staff will not use their personal mobile phones, or any other personal device, to take images and videos of pupils.

58.7.4 Photographs and videos taken by staff members on School visits may be used for educational purposes, e.g. on displays or to illustrate the work of the school, where consent has been obtained.

58.7.5 Digital photographs and videos held on the school's drive are accessible to staff only. Photographs and videos are stored in labelled files, annotated with the date, and are only identifiable by year group/class number – no names are associated with images and videos. Files are password protected and only staff members have access to these passwords – these are updated regularly to minimise the risk of access by unauthorised individuals

58.8 Storage and retention

58.8.1 As per the UK GDPR and the DPA 2018, images obtained by the school will not be kept for longer than necessary; retention periods for the different types of personal data are outlined in the Trust's Record Management Policy.

58.8.2 Hard copies of photos and video recordings held by the school will be annotated with the date on which they were taken and will be stored in the school office. They will not be used other than for their original purpose, unless permission is sought from the Headteacher and parents of the pupils involved and the data protection officer has been consulted.

58.8.3 Paper documents will be shredded or pulped and electronic memories scrubbed clean or destroyed once the retention period has ended.

58.8.4 The data protection officer will review stored images and videos on a termly basis to ensure that all unwanted material has been deleted.

58.8.5 Where a parent or pupil has withdrawn their consent, any related imagery and videos involving their child/the pupil will be removed from the school drive immediately.

58.8.6 When a parent withdraws consent, it will not affect the use of any images or videos for which consent had already been obtained. Withdrawal of consent will only affect further processing.

58.8.7 Where a pupil's security risk has changed, the designated safeguarding lead will inform the Headteacher immediately. If required, any related imagery and videos involving the pupil will be removed from the school drive immediately. Hard copies will be removed by returning them to the parent/pupil or by shredding, as appropriate.

58.8.8 Official school photos are held on SIMS alongside other personal information and

are retained for the length of the pupil's attendance at the school, or longer if necessary, e.g. due to a police investigation.

58.8.9 Images taken on the camera must be downloaded as soon as possible on to a school computer/laptop, ideally once a week.

58.8.10 Members of staff are responsible for ensuring that images are safely stored, particularly on memory sticks and hard drives. They must take reasonable measures to ensure that they do not come into the possession of unauthorised persons.

58.8.11 No digital image will be altered or enhanced in any way by any member of staff, unless given prior permission by the Headteacher to do so.

58.8.12 The school may require images to be deleted or edited as appropriate and may choose to use images taken by members of staff or volunteers for other purposes, provided the processing conditions and consent requirements of this policy are met.

58.8.13 Staff members are responsible for ensuring that edited images do not mislead or misrepresent. They must not edit images which result in their subject being vulnerable to embarrassment, teasing, bullying or abuse.

58.8.14 If the memory card for individual school cameras needs to be replaced, then the replaced memory card will be destroyed to ensure that no images can be recovered.

58.8.15 Members of staff must remember that, even when images are physically deleted from a camera or memory card, the camera or the memory card must be appropriately disposed of to ensure that no imprint remains.

58.9 Appropriate use of images under the UK GDPR and the DPA 2018

58.9.1 Photographs are used in school for many reasons and the different uses for the same image should be considered separately, as each photograph and use will potentially have different conditions for processing.

58.9.2 As a public body, the school must consider whether the processing is taking place in the performance of its duties as a public authority. Where this is the case, the legal basis for processing will be recorded as 'public task' not 'legitimate interests' – public authorities cannot use legitimate interests as a lawful basis if the processing is in the performance of their tasks as a public authority.

58.9.3 To judge whether legitimate interest can be used as the basis for processing data, such as using pupils' photographs as part of the school's management information system, the school will carry out three different tests, these are:

- A purpose test – establishing the reasons for using the data, what will be achieved and whether the benefits are justifiable.
- A necessity test – establishing whether the processing of pupils' data will be useful and whether there is a less intrusive way of reaching a means to an end.
- A balance test – establishing the impact it will have on the data subject by processing the data for said reason.

58.9.4 These three tests make up a 'legitimate interest assessment' (LIA) – the school will carry out a LIA prior to obtaining the data and it will be recorded in a physical copy in compliance with the UK GDPR and the DPA 2018.

58.10 Photographs used in identity management

58.10.1 These are likely to be essential for performing the public task of the school, but they will be deleted once the child is no longer in attendance – as they are no longer needed for the purpose for which they were held.

58.11 Photographs used for marketing purposes

58.11.1 Photographs will not be used for marketing purposes unless the school has specific informed consent for the images and the images are only used in line with the consent provided.

58.12 Photographs in the school environment relating to education

58.12.1 These photographs may be essential for performing the public task of the school, but once the pupil has left the school this argument is insufficient. If the school wishes to display the image beyond the pupil's time at the school, we will obtain the pupil's permission. If permission is not granted, the image will be removed.

58.12.2 When gaining consent, including when initially taking the photograph or when the purpose of the image has changed, the pupil, or where appropriate their parents, will be informed of the retention period pertaining to the use of the image. If the image is still on display after the retention period stated in the privacy notice used to gain consent, the school will be in breach of data protection obligations and may be subject to a fine.

58.13 Privacy notices

58.13.1 The school uses privacy notices with declarations attached to inform pupils and their families about how their personal data may be collected and as one method of gaining consent.

58.14 Sharing of images

58.14.1 All images taken by members of staff or volunteers at school or on school activities remain the property of the school.

58.14.2 Images must not be shared with anyone outside the school or held for private use.

58.14.3 No digital image will be uploaded onto any internet/intranet system without the express permission of the child's parent/carer.

58.14.4 Images may under no circumstances be emailed or shared via private e-mail accounts unless a parent has asked for a photo of their child to be sent to them.

58.14.5 Unless specific prior consent has been obtained, members of staff and volunteers must not post school images on personal pages of social networking sites or other websites.

58.15 Use of a professional photographer

58.15.1 If the school decides to use a professional photographer for official school photos and school events, the Headteacher will:

- Provide a clear brief for the photographer about what is considered appropriate, in terms of both content and behaviour.
- Issue the photographer with identification, which must be worn at all times.
- Let pupils and parents know that a photographer will be in attendance at an event and ensure they have previously provided consent to both the taking and publication of videos and/or photographs.
- Not allow unsupervised access to pupils or one-to-one photo sessions at events.
- Communicate to the photographer that the material may only be used for the school's own purposes and that permission has not been given to use the photographs for any other purpose.
- Ensure that the photographer will comply with the requirements set out in the UK GDPR and the DPA 2018.
- Ensure that if another individual, such as a parent or governor, is nominated to be the photographer, they are clear that the images and/or videos are not used for anything other than the purpose indicated by the school.

58.16 Permissible photography and videos during school events

58.16.1 If the Headteacher permits parents to take photographs or videos during a school event, parents will:

- Remain seated while taking photographs or videos during concerts, performances and other events.
- Minimise the use of flash photography during performances.
- In the case of all school events, make the focus of any photographs and/or videos their own children.
- Avoid disturbing others in the audience or distracting pupils when taking photographs or recording videos.
- Ensure that any images and recordings taken at school events are exclusively for personal use and are not uploaded to the internet, posted on social networking sites or openly shared in other ways.
- Refrain from taking further photographs and/or videos if and when requested to do so by staff.

58.17 Monitoring and review

58.17.1 This policy will be reviewed on an annual basis by the Headteacher and the_data protection officer.

58.17.2 Any changes to this policy will be communicated to all staff members and, where

appropriate, parents.

59 CCTV

59.1 Definitions

59.1.1 For the purpose of this policy a set of definitions will be outlined, in accordance with the surveillance code of conduct:

- **Surveillance** – monitoring the movements and behaviour of individuals; this can include video, audio or live footage e.g. real-time recordings and live streams. For the purpose of this policy only video and audio footage will be applicable.
- **Overt surveillance** – surveillance which is clearly visible and signposted around the school and does not fall under the Regulation of Investigatory Powers Act 2000.
- **Covert surveillance** – any use of surveillance which is intentionally not shared with the subjects it is recording. Subjects will not be informed of such surveillance.

59.1.2 The Trust only has CCTV at Barley Fields Primary School, Village Primary School and Kader Academy and this only covers the building externally.

59.1.3 The Trust does not condone the use of covert surveillance when monitoring the school's staff, pupils and/or volunteers. Covert surveillance will only be operable in extreme circumstances.

59.1.4 Any overt surveillance footage will be clearly signposted around the school.

59.1.5 The school, as the corporate body, is the data controller. The governing board of the school therefore has overall responsibility for ensuring that records are maintained, including security and access arrangements in accordance with regulations.

59.1.6 The School Business Professional deals with the day-to-day matters relating to data protection and thus, for the benefit of this policy will act as the data controller.

59.2 Purpose and justification

59.2.1 The school will only use surveillance cameras for the safety and security of the school and its staff, pupils and visitors.

59.2.2 Surveillance will be used as a deterrent for violent behaviour and damage to the school.

59.2.3 The school will only conduct surveillance as a deterrent and under no circumstances will the surveillance and the CCTV cameras be present in school classrooms or any changing facility.

59.2.4 If the surveillance and CCTV systems fulfil their purpose and are no longer required the school will deactivate them.

59.3 The data protection principles

59.3.1 Data collected from surveillance and CCTV will be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Accurate and, where necessary, kept up-to-date; every reasonable step will be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

59.3.2 Surveillance and CCTV systems will not be intrusive. Pupils, staff and visitors will be made aware of the following:

- Whenever they are being monitored by a surveillance camera system
- Who is undertaking the activity
- The purpose for which the associated information is being used

59.3.3 The surveillance system will be used to:

- Maintain a safe environment.
- Ensure the welfare of pupils, staff and visitors.
- Deter criminal acts against persons and property.
- Assist the police in identifying persons who have committed an offence.

59.4 Protocols

59.4.1 The surveillance system will be registered with the ICO in line with data protection legislation.

59.4.2 The surveillance system is a closed digital system which does not record audio.

59.4.3 Warning signs have been placed throughout the premises where the surveillance system is active, as mandated by the ICO's Code of Practice.

59.4.4 The surveillance system has been designed for maximum effectiveness and efficiency; however, the school cannot guarantee that every incident will be detected or covered and 'blind spots' may exist.

59.4.5 The surveillance system will not be trained on individuals unless an immediate response to an incident is required.

59.4.6 The surveillance system will not be trained on private vehicles or property outside the perimeter of the school.

59.5 Security

59.5.1 Access to the surveillance system, software and data will be strictly limited to authorised operators and will be password protected.

59.5.2 The main control facility is kept secure and locked when not in use.

59.5.3 If, in exceptional circumstances, covert surveillance is planned, or has taken place, copies of the Home Office's authorisation forms will be completed and retained.

59.5.4 Surveillance and CCTV systems will be tested for security flaws once a month to ensure that they are being properly maintained at all times.

59.5.5 Surveillance and CCTV systems will not be intrusive.

59.5.6 The data protection officer and Headteacher will decide when to record footage, e.g. a continuous loop outside the school grounds to deter intruders.

59.5.7 Any unnecessary footage captured will be securely deleted from the school system.

59.5.8 Each system will have a separate audio and visual system that can be run independently of one another. Audio CCTV will only be used in the case of deterring aggressive or inappropriate behaviour.

59.5.9 Any cameras that present faults will be repaired immediately as to avoid any risk of a data breach.

59.5.10 Visual display monitors are located in the main office.

59.6 Privacy by design

59.6.1 The use of surveillance cameras and CCTV will be critically analysed using a DPIA, in consultation with the data protection officer.

59.6.2 A DPIA will be carried out prior to the installation of any surveillance and CCTV system.

59.6.3 If the DPIA reveals any potential security risks or other data protection issues, the school will ensure they have provisions in place to overcome these issues.

59.6.4 Where the school identifies a high risk to an individual's interests, and it cannot be overcome, the school will consult the ICO before they use CCTV, and the school will act on the ICO's advice.

59.6.5 The school will ensure that the installation of the surveillance and CCTV systems will always justify its means.

59.6.6 If the use of a surveillance and CCTV system is too privacy intrusive, the school will seek alternative provision.

59.7 Code of practice

59.7.1 The school understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles.

59.7.2 The school notifies all pupils, staff and visitors of the purpose for collecting surveillance data via notice boards, signs, letters and emails.

59.7.3 CCTV cameras are only placed where they do not intrude on anyone's privacy and are necessary to fulfil their purpose.

59.7.4 All surveillance footage will be kept for six months for security purposes; the Headteacher and the data controller are responsible for keeping the records secure and allowing access.

59.7.5 The school has a surveillance system for the purpose of the prevention and detection of crime and the promotion of the health, safety and welfare of staff, pupils and visitors.

59.7.6 The surveillance and CCTV system is owned by the school and images from the system are strictly controlled and monitored by authorised personnel only.

59.7.7 The school will ensure that the surveillance and CCTV system is used to create a safer environment for staff, pupils and visitors to the school, and to ensure that its operation is consistent with the obligations outlined in data protection legislation. The policy is available from the school's office.

59.7.8 The surveillance and CCTV system will:

- Be designed to take into account its effect on individuals and their privacy and personal data.
- Be transparent and include a contact point, the data protection officer, through which people can request information and submit complaints.
- Have clear responsibility and accountability procedures for images and information collected, held and used.
- Have defined policies and procedures in place which are communicated throughout the school.
- Only keep images and information for as long as required.
- Restrict access to retained images and information with clear rules on who can gain access.
- Consider all operational, technical and competency standards, relevant to the surveillance and CCTV system and its purpose, and work to meet and maintain those standards in accordance with the law.
- Be subject to stringent security measures to safeguard against unauthorised access.

- Be regularly reviewed and audited to ensure that policies and standards are maintained.
- Only be used for the purposes for which it is intended, including supporting public safety, the protection of pupils, staff and volunteers, and law enforcement.
- Be accurate and well maintained to ensure information is up-to-date.

59.7.9 To comply with the requirements of the Protection of Freedoms Act 2012, the school will notify all parents of its intention to process pupils' biometric data, and emphasise that parents may object at any time to the processing of the information.

59.7.10 The school will ensure that pupils' biometric data is not taken or used as part of a biometric recognition system if pupils under the age of 18 object or refuse to participate in activities that involve the processing of their biometric data. The school is aware that a pupil's objection or refusal overrides any parental consent to the processing of data.

59.7.11 The school will ensure that information is included in its privacy notices that explains how biometric data is to be processed and stored, including the rights available to individuals in respect of the processing.

59.7.12 Reasonable alternative arrangements will be provided for pupils who do not use automated biometric recognition systems either because their parents have refused consent or due to the pupil's own refusal to participate in the collection of their biometric data.

59.7.13 The alternative arrangements will ensure that pupils do not suffer any disadvantage or difficulty in accessing services and premises. Likewise, such arrangements will not place any additional burden on parents whose children are not participating in such a system.

59.8 Access

59.8.1 Under UK GDPR, individuals have the right to obtain confirmation that their personal information is being processed.

59.8.2 All disks containing images belong to, and remain the property of, the school.

59.8.3 Individuals have the right to submit an SAR to gain access to their personal data in order to verify the lawfulness of the processing.

59.8.4 The school will verify the identity of the person making the request before any information is supplied.

59.8.5 A copy of the information will be supplied to the individual free of charge; however, the school may impose a 'reasonable fee' to comply with requests for further copies of the same information.

59.8.6 Where an SAR has been made electronically, the information will be provided in a commonly used electronic format.

59.8.7 Requests by persons outside the school for viewing or copying disks, or obtaining digital recordings, will be assessed by the Headteacher, who will consult the data protection officer, on a case-by-case basis with close regard to data protection and freedom of information legislation.

59.8.8 Where a request is manifestly unfounded, excessive or repetitive, a reasonable fee will be charged.

59.8.9 All fees will be based on the administrative cost of providing the information.

59.8.10 All requests will be responded to without delay and at the latest, within one month of receipt.

59.8.11 In the event of numerous or complex requests, the period of compliance will be extended by a further two months. The individual will be informed of this extension, and will receive an explanation of why the extension is necessary, within one month of the receipt of the request.

59.8.12 Where a request is manifestly unfounded or excessive, the school holds the right to refuse to respond to the request. The individual will be informed of this decision and the reasoning behind it, as well as their right to complain to the ICO and to a judicial remedy, within one month of the refusal.

59.8.13 In the event that a large quantity of information is being processed about an individual, the school will ask the individual to specify the information the request is in relation to.

59.8.14 It is important that access to, and disclosure of, the images recorded by surveillance and CCTV footage is restricted and carefully controlled, not only to ensure that the rights of individuals are preserved, but also to ensure that the chain of evidence remains intact, should the images be required for evidential purposes.

59.8.15 Releasing the recorded images to third parties will be permitted only in the following limited and prescribed circumstances, and to the extent required or permitted by law:

- The police – where the images recorded would assist in a specific criminal inquiry
- Prosecution agencies – such as the Crown Prosecution Service (CPS)
- Relevant legal representatives – such as lawyers and barristers
- Persons who have been recorded and whose images have been retained where disclosure is required by virtue of data protection legislation and the Freedom of Information Act 2000

59.8.16 Requests for access or disclosure will be recorded and the Headteacher will make the final decision as to whether recorded images may be released to persons other than the police.

59.9 Monitoring and review

59.9.1 This policy will be monitored and reviewed on an annual basis by the data protection officer and the Headteacher.

59.9.2 The Headteacher will be responsible for monitoring any changes to legislation that may affect this policy, and make the appropriate changes accordingly.

59.9.3 The Headteacher will communicate changes to this policy to all members of staff.

60 Adverse Weather and Travel Disruption Policy

This policy applies where it becomes impossible or dangerous for members of staff to travel in to work because of:

a) Extreme adverse weather such as heavy snow;
b) Industrial action affecting transport networks; or
c) Major incidents affecting travel or public safety.

On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties members of staff face and to protect health and safety, while still keeping the business running as effectively as possible.

This policy applies to all members of staff.

This policy does not form part of any members of staff's contract of employment and we may amend it at any time.

60.1 Travelling to work

60.1.1 Members of staff should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

60.1.2 Members of staff who are unable to attend work on time or at all should telephone their line manager before their normal start time on each affected day.

60.1.3 Members of staff who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, members of staff should report this to their line manager and attend work unless told otherwise.

60.1.4 Members of staff who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other members of staff in similar circumstances.

60.2 Alternative working arrangements

60.2.1 Members of staff may be required to work from home, where possible, or from an alternative place of work, if available. Line managers will advise them of any such requirement. Such members of staff will receive their normal pay.

60.2.2 Members of staff who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, members of staff should not be required to do anything they cannot do competently or safely.

60.3 Absence and pay

60.3.1 Members of staff who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost.

60.3.2 Absence can be treated in a variety of ways. Members of staff should discuss their preference with their line manager, who retains overall discretion in the matter. A number of options are set out below:

- Treating the absence as annual leave.
- Making up the lost hours within a reasonable time.
- Treating the absence as special unpaid leave.

60.3.3 If, in exceptional circumstances, we decide to close the workplace, members of staff will be paid as if they had worked their normal hours.

60.4 School closures and other childcare issues

60.4.1 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.

60.4.2 In cases such as these where childcare arrangements have been disrupted, members of staff may have a statutory right to reasonable time off without pay.

61 Data Protection - Please refer to the Trust's full Data Protection Policy

62 Freedom of Information - Please refer to the Trust's full FOI procedures

63 Information and Communication

63.1.1 It is the policy of this school to communicate information about the school's activities to all members of staff on a regular basis, and to encourage members of staff to provide ideas and feedback to management on all aspects of the school's operations. The school believes that a regular flow of information from management to member of staff and vice versa will enhance its effectiveness and productivity.

63.1.2 In communicating information to members of staff about the school's activities and plans for the future, the school also wishes to encourage members of staff to provide feedback, including ideas, suggestions and proposals as to how the school can improve the way in which it operates its business.

63.1.3 In addition to information and consultation, the school will:

a) Communicate general information and news about its activities through regular briefings and emails.
b) Post notices on notice-boards to remind members of staff of important information, including statutory notices; and
c) Regularly update its staff handbook and make copies of the handbook available to all members of staff.

63.1.4 The school believes that regular communication of this nature will produce benefits for all, including:

a) Improved motivation and commitment;
b) Better identification of and solutions to day-to-day problems;
c) Better management decisions;
d) Increased understanding about management decisions or the need for change; and
e) Increased levels of trust and improved working relationships.

63.1.5 All members of staff are encouraged to come forward to their manager if they have an idea, suggestion, proposal, problem or any type of feedback that they believe could improve efficiency and/or benefit the school in the running of its day-to-day affairs. The school believes in the "open-door principle", i.e. that every member of staff should feel comfortable in approaching their manager to raise and discuss any issues that are of concern or interest to them.

63.1.6 Management will take members of staffs' views, suggestions, proposals and queries on board and give them full and fair consideration, although no guarantee can be given that any particular suggestion or request will be implemented. Appropriate feedback will be provided at the following meeting or, if possible, before that time.

63.2 Confidentiality and child protection

63.2.1 The school aims to strike a balance between confidentiality and trust, ensuring the safety, wellbeing and protection of our pupils.

63.2.2 Staff members and volunteers alike will pass on information if they believe a child is at risk of harm, otherwise, staff are not obliged to break confidentiality.

63.2.3 In almost all cases of disclosure, limited confidentiality is always on offer.

63.2.4 Staff members and volunteers will use their professional judgement when considering whether to inform a child that a disclosure may be made in confidence and whether such confidence could remain having heard the information, bearing in mind that staff can never guarantee absolute confidentiality to pupils.

63.2.5 The Headteacher is to be informed of all incidents regarding child protection concerns which are highlighted by a volunteer, parent or other external party to the school.

63.2.6 Staff members are contractually obliged to immediately inform the Headteacher of any concerns regarding a pupil's safety or welfare.

63.2.7 Any concerns raised over a child's welfare and safety will be reported immediately to ensure that any intervention necessary to protect the child is accessed as early as possible.

63.2.8 Staff members are not obliged to inform the police on most matters relating to illegal activity, such as illegal drugs or assaults. These will be assessed on a case-by-case basis with the support of the SLT.

63.3 Sharing information

63.3.1 The school takes the stance that all information about individual pupils is private and should only be shared with other professionals who have a legitimate need to know.

63.3.2 Under no circumstances will personal information about pupils, staff members or the school be passed on indiscriminately.

63.3.3 Under no circumstances will information regarding the school's finances be shared with anyone, other than those with a legitimate need to know.

63.3.4 If members of staff, volunteers or cooperating external parties share unsuitable or misrepresented information, the school withholds the right to take the appropriate civil, legal or disciplinary action.

63.3.5 The safety and protection of pupils, as well as the school, is the paramount consideration in all confidentiality decisions.

63.3.6 All non-teaching staff and volunteers will report disclosures of a concerning personal nature to the designated safeguard lead as soon as possible and in an appropriate setting.

63.3.7 All external visitors will be made aware of the Staff and Volunteer Confidentiality Policy and act in accordance with it when dealing with information, particularly sensitive information, regarding the school, its pupils and parents.

63.3.8 All data will be processed and held in line with the School's UK GDPR Data Protection Policy. In the event of information and data being shared with external or inappropriate parties, the individual responsible will be liable for disciplinary or legal action in accordance with the UK GDPR Data Protection Policy.

63.4 Breaking confidentiality

63.4.1 When confidentiality must be broken because a child may be at risk of harm, in accordance with the Trust's Child Protection Policy, the school will ensure the following:

- Pupils are told when information has been passed on.
- Pupils are kept informed about what will be done with information.
- To alleviate their fears concerning the information becoming common knowledge, pupils are told exactly who their information has been passed on to.

63.4.2 If confidential information is shared with the explicit consent of the individuals involved, and they are informed of the purpose of sharing the information in question, there will be no breach of confidentiality or of the Human Rights Act 1998.

63.4.3 In the event that explicit consent for sharing confidential information is not gained, an individual will satisfy themselves that there are reasonable grounds to override the duty of confidentiality in these circumstances before sharing the data.

63.4.4 The school recognises that overriding public interest is a justifiable reason to disclose information; however, permission from the Headteacher will be sought prior to disclosing any information regarding the school.

63.4.5 Staff should act in accordance with the Trust's Whistleblowing Policy.

63.4.6 Individuals who disclose information, after previously signing the school's confidentiality agreement, may face further action, including legal action.

63.4.7 Staff in breach of this policy may face disciplinary action, if it is deemed that confidential information was passed on to a third party without reasonable cause.

63.5 Maintaining confidentiality when staff leave

63.5.1 The school expects the departing staff member to respect and maintain any confidential information once they have left the school's employment, as per the privacy and confidentiality terms within their contract of employment.

63.5.2 The school will not share any information that we hold on the departing staff member, unless we have an obligation to do so or we have obtained consent – this will be detailed in a privacy notice, which will be available on the school's website.

63.5.3 Where necessary, for example in the case of highly sensitive information, a settlement agreement will be established to ensure confidentiality – the departing staff member and headteacher will agree and sign this agreement.

63.5.4 All data that the school retains on the departing staff member will be stored in accordance with the Data Protection Policy and Records Management Policy.

63.5.5 Where consent was used to obtain information and the departing employee wishes to withdraw consent, they will express this to the DPO in writing.

63.5.6 Where the departing staff member had access to any password protected sensitive data, e.g. school bank accounts, the passwords will be changed upon their departure by their replacement.

63.6 Accessing information

63.6.1 In accordance with article 15 of the UK GDPR, personal information, such as educational records, can be shared via a subject access request (SAR).

- These requests must be made in writing to the governing board and will be responded to within 15 School days if the request is regarding an educational record.
- If the data being requested is not in relation to an educational record, the response must be within one calendar month.
- Pupils, or the parent of a pupil, have the right to access the information that the school holds about the child in question.
- Some types of personal data are exempt from the right of a SAR and so cannot be obtained by making a SAR. Information may be exempt because of its nature or because of the effect its disclosure is likely to have.
- Information regarding another individual must not be disclosed in a SAR.
- Individual requests for non-personal information cannot be treated as a SAR but will be dealt with as a freedom of information (FoI) request.

63.6.2 In line with the Freedom of Information Act 2000, private data and public records can potentially be accessed through lodging a FoI request.

- These requests must be made in writing to the school, stating the name and address of the requester as well as a description of the information requested.
- Successful FOI requests will be responded to within 20 working days from receipt of the request, unless the request does not comply with the procedure set out in the School's Freedom of Information Policy.
- The school holds the right to charge the requester a fee.
- Certain information will not be shared, such as that explained in Part 2 of the Freedom of Information Act 2000.

63.7 Monitoring and review

63.7.1 This policy is monitored for effectiveness by the Headteacher and is reviewed every two years, or where necessary in light of changes to the law or statutory guidance.

63.7.2 A record of information which has been shared will be continuously kept up-to-date.

- This record will state the premise of the information, whom it was shared with and the purpose for sharing it.
- The record will be kept in the school office and can be accessed by all appropriate staff members.
- On an annual basis, the Headteacher and designated safeguarding lead will review the record to ensure that all reasonable measures to safeguard pupils and protect the reputation of the school are being taken.

64 Whistle Blowing Policy

64.1 Introduction

64.1.1 The Public Interest Disclosure Act 1998 (PIDA) protects members of staff who "blow the whistle" where the member of staff reasonably believes that the disclosure falls within the remit of the prescribed person or body and that the information and any allegations are substantially true.

64.1.2 Disclosures made under this procedure will be monitored for statistical purposes as required under the PIDA. The details of any disclosure will remain confidential.

64.1.3 The Headteacher is the first point of contact for whistleblowing queries. If the allegation is related to the Headteacher, the concern will be raised with the chair of governors.

64.1.4 Any member of the school community or the general public is able to "blow the whistle"; however, the PIDA only protects members of staff. Good practise principles include further details on how whistleblowing affects non- members of staff.

64.2 Definitions:

64.2.1 **Whistleblowing:** Whistleblowing is when a member of staff reports suspected wrongdoing, or 'qualifying disclosures', at work to their employer.

64.2.2 **Qualifying disclosures:** As outlined by the PIDA, qualifying disclosures pertain to when any of the following takes place:

- A criminal offence has been committed, is likely to be committed or is being committed
- A person has failed, is failing or is likely to fail to comply with any legal obligation to which they are subject
- A miscarriage of justice has occurred, is occurring or is likely to occur
- The health or safety of any individual has been, is being or is likely to be endangered
- The environment has been, is being or is likely to be damaged
- Information tending to show any matter falling within any of the preceding points has been, is being or is likely to be deliberately concealed

64.2.3 **In the public interests** means that an individual acted outside of their own personal interest – they acted for more than personal gain. It is not necessary for the disclosure to be of interest to the entire public. The following considerations are often used as a test to establish whether something is within the scope of public interest:

- The number of people in the group whose interests the disclosure served
- The nature of the interests and the extent by which individuals are affected by the wrongdoing disclosed
- The nature of the wrongdoing disclosed
- The identity of the alleged wrongdoer

64.2.4 **Blacklisting** refers to an individual who is being refused work because they are viewed as a whistleblower.

64.2.5 **Grievances** involve someone filing a complaint because they personally have been mistreated in some way – the person making the complaint will have a direct interest in the outcome. It is important to understand the difference between raising a grievance and blowing the whistle.

64.3 Scope

64.3.1 This policy will:

- Give confidence to members of the school community when raising concerns about conduct or practice that is potentially illegal, corrupt, improper, unsafe or unethical, or which amounts to malpractice or is inconsistent with school standards and policies.
- Provide members of the school community with avenues to raise concerns.
- Ensure that members of the school community receive a response to the concerns they have raised and feedback on any action taken.
- Offer assurance that members of staff are protected from reprisals or victimisation for whistleblowing action undertaken in good faith and within the meaning of the PIDA.

64.3.2 This policy will not be confused with the procedure on dealing with harassment at work or the School's Grievance and Disciplinary Procedures.

64.3.3 Under this policy, any of the following can raise a concern:

- Members of staff of the school
- Members of staff of contractors working for the school, for example, agency staff, builders and drivers
- Members of staff of suppliers
- Voluntary workers working with the school
- A trainee, such as a student teacher
- Pupils
- The wider community
- Governors

64.4 Harassment and victimisation of staff

64.4.1 The school recognises that the decision to report a concern can be a difficult one to take, not least because of the fear of reprisal from those responsible for the malpractice or from the school as a whole; however, the school will not tolerate any such harassment or victimisation and will take appropriate action to protect staff who raise a concern in good faith.

64.4.2 Staff are protected in law by the PIDA, which gives members of staff protection from detriment and dismissal where they have made a protected disclosure, providing the legal requirements of the Act are satisfied, e.g. the disclosure was in the public interest.

64.4.3 Any member of staff who victimises or harasses a member of staff as a result of their

having raised a concern in accordance with this policy will be dealt with under the Trust's Disciplinary Policy and Procedure.

64.5 Non-members of staff

64.5.1 The PIDA and the Employment Rights Act 1996 do not protect non-members of staff as far as whistleblowing is concerned.

64.5.2 The school will not allow harassment, dismissal or exclusion for any non- members of staff who raises a genuine concern.

64.5.3 Where an individual feels that they have been unfairly treated following blowing the whistle, they should make a complaint under the Trust's Complaints Procedures Policy.

64.5.4 Governors are not members of staff and, while they are responsible for ensuring there is a whistleblowing procedure in place, they are not protected under the PIDA.

64.6 Good Practice Principles

64.6.1 The school will implement the core whistleblowing principles, as outlined in the 'Freedom to speak up report', to ensure that whistleblowing procedures are fair, clear and consistent.

64.6.2 The school will implement a **culture of change** by ensuring the following principles are reflected in our ethos and values – there will be a culture:

- Of safety in the school.
- Where people feel confident with raising concerns.
- Free from bullying.
- Of visible leadership.
- Of valuing staff.
- Of reflective practice.

64.6.3 By providing a clear procedure for mediating and resolving cases, the school will ensure that all cases are efficiently handled. This procedure includes:

- How to raise and report concerns.
- How investigations will be conducted.
- How the school will mediate and resolve disputes.

64.6.4 The school will implement **measures to support good practice** by ensuring adherence to the following principles:

- Offering relevant training to staff
- Providing the necessary support to staff
- Providing support to staff who are seeking alternative employment
- Being transparent
- Being accountable
- Conducting an external review of any concerns raised, where necessary
- Undertaking regulatory action as required
- Informing staff what protection is available to them if they report someone
- Ensuring that alternative whistleblowing channels are in place for members of staff who feel unable to raise an issue with their employer

64.6.5 We will ensure there are **particular support measures in place for vulnerable groups** by adhering to the following principles:

- Ensuring non-permanent staff are taught, and receive training on, the same principles as permanent staff
- Ensuring students and trainees are subject to all the safeguarding and whistleblowing principles
- Ensuring staff from ethnic minorities are supported, as they may feel particularly vulnerable when raising concerns
- Ensuring staff are empowered and protected, enabling them to raise concerns freely

64.7 Procedure

64.7.1 When raising concerns, individuals will express them in writing to the Headteacher.

64.7.2 If an individual is raising a concern about the Headteacher, they should express their concerns in writing to the Chief Executive Officer. Where this is the case, the Chief Executive Officer will take on the Headteacher's duties.

64.7.3 When individuals raise their concern, they will include the following information as far as possible:

- The background and history of the concern
- Any relevant names, dates and places
- The reasons for the concern

64.7.4 The school encourages individuals to let their identity be known when they raise concerns, as anonymous concerns can be challenging to investigate.

64.7.5 Individuals who would like to seek professional and confidential advice should contact Protect, a registered charity that advises on whistleblowing queries. The Protect website can be accessed here (www.protect-advice.org.uk), or they can be contacted on 020 31172520.

64.7.6 Once an individual has raised a concern, the school will be responsible for investigating it.

64.7.7 In certain instances, it may be appropriate for the individual to raise the concern with an outside agency, e.g. the police, depending on the severity of the concern. Equally, it may be appropriate for the individual to request that their trade union raises the matter.

64.7.8 If a member of staff feels they should report a concern to the DFE, they should use the online contact form.

64.7.9 Appropriate whistleblowing procedures will be put in place for concerns about poor or unsafe practice and potential failures in the school's safeguarding system to be raised with the SLT.

64.7.10 If a member of staff feels like they are unable to raise a safeguarding-related concern with the school, or feels that their genuine concerns are not being addressed, they are able to contact the NSPCC Whistleblowing Helpline on 0800 028 0285 or the LADO.

64.7.11 The school, or the appropriate external agency, will acknowledge receipt of a disclosure but, unless additional information is required, will not contact or engage in dialogue with the whistleblower, as this may undermine the legitimacy of the investigation outcome.

64.8 Next steps

64.8.1 The Headteacher will write to the individual within 10 working days of the initial meeting to confirm that the concern has been received, as well as to indicate proposals for dealing with the matter.

64.8.2 The initial stage will be an interview with the whistleblower, and then an assessment of further action will be discussed. During this initial stage, the Headteacher will establish if:

- There are grounds for a concern and that it is genuine.
- The concern was raised in accordance with this policy.

64.8.3 During the initial interview, the Headteacher will request the individual puts their concern in writing, if they have not already done so. The Headteacher will write a summary of the concern if the individual is unable to put it in writing.

64.8.4 The Headteacher will explain the following to anybody raising a concern:

- How they will communicate with the complainant throughout the process. It should be noted, the need for confidentiality may prevent the school giving the complainant specific details of any necessary investigation or any necessary disciplinary action taken as a result of the concern.
- That the complainant's identity will be kept confidential from the alleged wrongdoer.
- That the governing board will do everything in its power to protect the complainant from discrimination.
- That if the concern is genuine, even if the concern is not confirmed, no disciplinary action will be taken against the complainant.
- If clear evidence is uncovered that the complainant's concern is malicious or unfounded, disciplinary action may be brought against them.

64.8.5 If an investigation is carried out, the whistleblower will be informed of the final outcome.

64.8.6 A record will be kept of the seriousness of the issues raised and the credibility of the concern. All records will be kept confidential and will be stored securely.

64.8.7 It may be possible for the concern to be resolved by simply agreeing the necessary action or explaining procedures to the alleged wrongdoer; however, depending on the severity and nature of the concern, it may:

- Be investigated by management, an internal audit or through the disciplinary process.
- Be referred to the police or an external auditor.
- Form the subject of an independent inquiry.

64.8.8 If the investigating officer needs to talk to the whistleblower, they are permitted to be accompanied by a trade union representative, a professional association representative, a friend or a fellow member of staff not involved in the area of work that the concern relates to. This person will provide support only and will not be allowed to become involved in the proceedings.

64.8.9 A record will be made of the nature and outcome of the concern. The purpose of this is to ensure that a central record is kept which can be cross-referenced with other complaints to monitor any patterns of concern across the school and to assist in monitoring the procedure.

64.8.10 The whistleblower will be informed of the results of the investigation, and any action that is proposed will be subject to third party rights. Where action is not taken, the individual will be given an explanation.

64.9 What the school asks of you

64.9.1 The purpose of this policy is to enable individuals to raise concerns in confidence, without any fear of reprisal; therefore, it is imperative that whistleblowers:

- Do not take the concern outside the school, e.g. gossiping.
- Declare any personal interest in the matter, as the policy is designed to be used in the interest of the public and not for individual matters.

64.10 Appeal process

64.10.1 If no action is to be taken and/or the individual is not satisfied with the way the matter has been handled, they can make a complaint under the Trust's Complaints Procedure Policy.

64.11 Unfair treatment

64.11.1 An individual can take a case to an employment tribunal if they feel that they have been treated unfairly as a result of whistleblowing.

64.11.2 Further information can be sought from the Citizen's Advice Bureau, the whistleblowing charity Protect, or from an individual's trade union.

64.11.3 Any claims of unfair dismissal needs be made within 3 months of the investigation ending.

64.12 Monitoring and review

64.12.1 The Trust Executive Team will review this policy annually ensuring that all procedures are up-to-date.

64.12.2 Any changes made to this policy will be communicated to all members of staff.

65 Leavers Policy

This policy is issued to promote guidance on the application of notice periods. It does not form part of members of staff's terms and conditions of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the school at its absolute discretion.

65.1 Notice periods

65.1.1 The member of staff will give notice of leaving in accordance with the terms of the member of staff's contract of employment.

65.1.2 If the school terminates a member of staff's contract for any reason it will ordinarily give notice to terminate in accordance with the member of staff's contract of employment or the statutory notice requirements (whichever is longer). In cases of summary dismissal and during the first month of employment with the school no notice pay will be due.

65.1.3 The school may agree with the member of staff to release a member of staff from the requirement to serve their full notice period. In these circumstances, the school will not pay the member of staff for the portion of the notice period that they do not work. The member of staff will be asked to sign a letter confirming the agreement reached such agreement is at the school's discretion and with agreement from the member of staff.

65.1.4 In the event of termination of the contract of employment by either party, the line manager will confirm the member of staff's final day of employment.

65.2 Notice to be given by the school if employment is to be terminated

65.2.1 Support Staff

The school will give members of staff the following periods of notice where their employment is to be terminated, based on continuous service and irrespective of grade:

Staff with more than 4 weeks', but less than 2 years' service	1 week
Staff with 2 or more, but less than 12 years' service	1 week for each year of service
Staff with 12 years' or more service	12 weeks

65.2.2 Teaching Staff

The school will give all teachers a minimum of 2 months' notice, and in the Summer term 3 months', terminating at the end of a term as defined below:

Summer term – 31 August (notice must be given by 31 May)
Autumn term - 31 December (notice must be given by 31 October)

Spring term - 30 April (notice must be given by 28/29 February)

Where a teacher has been continuously employed for more than eight years, they shall be entitled to receive additional notice in the Autumn and Spring terms, up to a maximum of 12 weeks in total.

65.2.3 Headteachers

The school will give the Headteacher a minimum of 3 months' notice, and in the summer term 4 months', terminating at the end of a term as defined below:

Summer term – 31 August (notice must be given by 30 April)
Autumn term - 31 December (notice must be given by 30 September)
Spring term - 30 April (notice must be given by 31 January)

65.3 Notice to be given by members of staff wishing to leave

The school requires members of staff wishing to leave to give notice in writing. The period of notice required will be in accordance with member of staff's Conditions of Service and contract of employment, as detailed below:

65.3.1 Support Staff

Staff on scp 31 and above	2 months
Staff up to and including scp 30	1 month

65.3.2 Teaching Staff

All teachers are required to give a minimum of 2 months' notice, and in the summer term 3 months', terminating at the end of a term as defined below:

Summer term - 31 August (notice must be given by 31 May)
Autumn term - 31 December (notice must be given by 31 October)
Spring term - 30 April * (see note below) (notice must be given by 28/29 February)

***Important note**

All teachers resigning their appointments will be paid salary:

- to the end of the summer term (31 August); or in the case of a teacher resigning to take up an appointment with another employer to the day preceding the day on which the school under the new employer opens for the Autumn term if this be earlier than 1 September;
- to the end of the Autumn term (31 December);
- to the end of the Spring term (30 April); or, in the case of a teacher resigning to take up an appointment with another employer, to the day before the new employer opens for the summer term if this is earlier than 1 May. A teacher resigning his/her appointment with effect from the end of the Spring term to take up an appointment with another employer should not be required by the former employer to attend the first days of the summer term if that commences earlier than 1 May.

65.3.3 Headteachers

The Headteacher is required to give a minimum of 3 months' notice, and in the summer term 4 months', terminating at the end of a term as defined below:

Summer term – 31 August (notice must be given by 30 April)
Autumn term - 31 December (notice must be given by 30 September
Spring term - 30 April (notice must be given by 31 January)

65.4 Resignation

65.4.1 A member of staff who resigns must provide the school with their notice of resignation in writing. Upon resignation, the member of staff will be required to work their full contractual notice period, unless otherwise agreed.

65.4.2 If a member of staff fails to work their full contractual notice period without prior authorisation from the school, the member of staff will not be paid for the portion of the notice period that they have not worked. The school may refer to this in any reference given on the member of staff 's behalf.

65.4.3 The school may deduct from the member of staff's final pay any costs incurred as a result of the member of staff failing to work their full notice period.

65.5 Dismissal

65.5.1 Where the School dismisses a member of staff, it will give the member of staff his/her full contractual notice and, unless otherwise agreed, will require the member of staff to work the full period of notice.

65.5.2 In certain circumstances, including dismissals for gross misconduct, the school may dismiss the member of staff without notice. If this is the case, the school will explain the reason(s) why.

65.6 Redundancy

65.6.1 Where the School dismisses a member of staff by reason of redundancy, it will give the member of staff their full contractual notice and, unless otherwise agreed, will require the member of staff to work the full period of notice.

65.6.2 A member of staff who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the member of staff's manager.

65.7 Retirement

65.7.1 If a member of staff is retiring, notice should be given in accordance with the notice period set out in their contract of employment.

65.8 Rights and obligations during the notice period

65.8.1 During the notice period, the contract of employment will continue to remain in force and the member of staff will receive full pay and benefits.

65.8.2 During the notice period, the member of staff remains bound by all the obligations and restrictions expressly set out or implied in their contract of employment, and must not take up employment elsewhere. The school expects that the member of staff will conduct themselves in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all members of staff. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

65.8.3 If a member of staff's performance during the notice period falls below the required standards, the school may address this as a performance or disciplinary matter and may refer to this in any references given on the member of staff's behalf.

65.8.4 During the notice period, the school may restrict a member of staff's duties, contact with clients, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

65.9 Return of School property

65.9.1 The school requires members of staff to hand over to their line manager all property that belongs to the school on or before their final working day.

65.9.2 The member of staff may be required to sign a form provided by the school confirming their compliance with this requirement.

65.9.3 If the member of staff fails to return any property belonging to the school by the required date, the school will withhold the whole or any part of any pay due from the school to the member of staff up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. The school may issue civil proceedings against the member of staff for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

65.10 Pay in lieu of notice

65.10.1 The School may make a payment in lieu of notice for all or any part of a member of staff 's notice period on termination of their employment (rather than the member of staff working out their notice period), in accordance with the member of staff's contract of employment. This provision, which is at the school's discretion, applies whether notice to terminate the contract is given by the member of staff or by the school.

65.10.2 The member of staff will be compensated by being given a payment in place of this,

amounting to the payment that they would have received including payment for accrued but untaken annual leave) if they had worked out their notice period. A sum constituting the member of staff 's pay in lieu of notice will be transferred into the bank account into which their wages are normally paid.

65.11 Garden leave

65.11.1 If a member of staff is placed on garden leave, they will not be allowed to come to work, meaning that they must stay away from the workplace during the garden-leave period, in accordance with the member of staff's contract of employment. If they are placed on garden leave, the school will:

a) confiscate any equipment belonging to the school that they may have, typically a laptop, at the start of the garden-leave period;
b) require them not to have any contact with clients / customers for work-related purposes during the garden-leave period; and
c) prevent them from having any contact with another School, typically a competitor, during the garden-leave period.

65.11.2 If the member of staff is placed on garden leave, their contract of employment will continue in force until the end of the notice period. This means that, during the garden-leave period, they will:

a) continue to receive full pay and benefits (with the exception of benefits that are given to allow the member of staff to do their job, such as a work mobile phone or School car) in the normal way;
b) remain bound by all the obligations and restrictions set out in their contract of employment, including any confidentiality clauses and restrictive covenants contained in their contract of employment, save the duty to attend work;
c) not be permitted to take up other employment during the garden-leave period; and
d) be required to remain available to be contacted by the school.

65.12 Holiday during notice periods

65.12.1 During the notice period, the school may require members of staff to take annual leave accrued for that holiday year but not taken by the date of termination. The school will give the appropriate notice.

65.12.2 If, prior to notice of termination being given by either party, the school has authorised a member of staff 's annual leave request, and the annual leave is scheduled to take place during the notice period, the school will seek to honour this arrangement. However, the School may, if necessary, for business reasons, require the member of staff to cancel all or part of their annual leave, on giving the appropriate notice.

65.12.3 If, on termination of a member of staff's employment, the member of staff has accrued annual leave that they have not taken, they will be paid in lieu of this as part of their final wages. No payment in lieu of accrued contractual holiday will be made to the member of staff (and where appropriate a deduction will be made from salary) in the event of their termination for gross misconduct or in the event of the member of staff giving inadequate notice of termination or leaving before the

contractual notice period has expired.

65.12.4 If, on termination of a member of staff's employment, they have taken paid holiday leave in excess of earned entitlement, they will be required to reimburse the school (by means of deduction from salary if necessary) in respect of such holiday.

65.13 Outstanding payments to the school

65.13.1 The school may deduct from any final pay all monies owing to it from the departing member of staff. This includes (but is not limited to):

a) Outstanding loans;
b) Wage advances;
c) Expenses advances; and
d) Holiday taken but not yet accrued.

65.13.2 If the member of staff's final pay is insufficient to cover the sums owed to the school, the member of staff will enter into a contract with the school for the repayment of all sums owed. If the member of staff refuses to do this, or defaults on any repayment agreement, the school may bring a civil claim against the member of staff to recover the monies (as a debt) and its costs of doing so.

65.14 Outstanding payments to the member of staff

65.14.1 A member of staff who wishes to claim reasonable expenses, wholly, properly and necessarily incurred in the course of their duties must do so before the end of their notice period. The member of staff must follow the procedure set out in the school's expenses policy.

65.14.2 If the member of staff has not followed the procedure set out in the school's expenses policy, the school may not repay the expenses to the member of staff.

65.15 Exit Interviews

65.15.1 Exit interviews will be conducted with all Trust departing employees, just before they leave by either their Line Manager or Headteacher. School Office Managers will also complete the Staff Exit Checklist.

65.15.2 From the Trust's perspective, the primary aim of the exit interview is to learn reasons for the person's departure and to give constructive feedback about working for the Trust.

65.15.3 Exit interviews are also an opportunity for the Trust to enable transfer of knowledge and experience from the departing employee to a successor or replacement.

65.15.4 Please note that Exit Interview forms are available from your Office Manager.

66 Granting and Termination of Fixed Term Contracts

66.1 Introduction

66.1.1 It is school policy, wherever possible, to member of staff, as the norm, on permanent contracts of employment, terminable on the giving of notice by either party. However, where the need for a particular job is clearly temporary, the contract of employment offered will be for a fixed term/period.

66.1.2 All contracts issued on a temporary basis are given an initial end date therefore making all contracts of this nature fixed term.

66.1.3 Where there is an urgent need for very short-term cover, supply/casual employment will be used.

66.1.4 This policy must be applied fairly to all members of staff irrespective of disability, gender, race, religion, age, sexual orientation or marital/civil partnership status.

66.2 Scope

66.2.1 This policy will apply to all members of staff of the school who are employed on fixed term/temporary contracts.

66.3 Aim

66.3.1 The aim of the policy is to ensure that all managers and members of staff are aware of the process and procedures to be followed when a fixed term contract is issued and the employment under it is to terminate.

66.4 Policy

66.4.1 **Fixed Term contracts** will generally be offered where:

- It is known in advance that a particular job will come to an end on a specific date.
- The employment is for the purpose of completing a particular task.
- The post is dependent on external funding and it is thought likely that the funding will be available for only a temporary period of time.

a) Members of staff engaged on fixed term contracts will be entitled to terms and conditions of employment that are no less favourable on a pro rata basis than the terms and conditions of a comparable permanent member of staff.

66.4.2 **Supply/Agency working**

a) Supply/Agency workers are those whose employment relationship with the school is for a limited engagement at short notice or for periods of time.

b) Supply/casual workers should be used:

- in emergency situations where cover is required immediately.

- is for the purpose of replacing a member of staff who is to be absent from work for a period of time. (e.g. maternity leave)

66.5 Employment Rights

66.5.1 When members of staff accrue continuous service, which may not necessarily be with one school, or may be with a different local authority, they may become entitled to certain employment rights, e.g. the right not to be unfairly dismissed. In addition, fixed term members of staff enjoy a number of specific rights by virtue of their status.

66.5.2 When members of staff have 2 years' continuous service, are dismissed and no other employment is gained to maintain their continuous service, they will be entitled to a redundancy payment.

66.5.3 The non-renewal of a fixed term contract or termination with or without notice amounts to a dismissal. Therefore, managers should seek advice from Human Resources early enough in the timeframe to enable a meeting with the member of staff and discussions regarding other employment prior to any notice being issued for the expiry of the fixed term.

66.5.4 The Fixed-Term Employees Regulations 2002 limit the use of successive fixed term contracts by imposing a cut-off of four years' continuity of service, after which the member of staff will automatically achieve permanent status, unless there is an objective reason that justifies a further renewal for a fixed term.

66.5.5 Depending on their length of service members of staff may be entitled to up to 12 weeks' notice. Continuous service with other local authorities and those organisations listed in the Redundancy Payments Modification Order prior to coming to work for the Council will count as continuous service for the purpose of calculating their entitlement to notice. Managers should check length of service with Payroll Services.

66.6 Terminating Fixed Term Contracts

66.6.1 If a fixed term contract is to come to an end and not be renewed, or if it is decided to terminate the contract before the expected expiry date (e.g. external funding ending), the Headteacher must ensure the following minimum 3 stage process has been completed:

- **Step 1** The Headteacher must write to the member of staff to explain the reason for ending or not renewing the contract (reason for dismissal) and invite them to a meeting to confirm this.
- **Step 2** The Headteacher meets with member of staff to discuss why the contract is to be terminated or not renewed. Within 5 working days of this meeting, the Headteacher must write to the member of staff to confirm the outcome and if appropriate confirm the end date of the contract giving appropriate notice. The letter must also give the member of staff the right to appeal within 10 working days of the notice letter being issued.

- **Step 3** If the member of staff appeals the Headteacher must arrange an appeal hearing with the Trust Executive Team. This meeting should be held within 10 days of the letter of appeal. If for specific reasons the appeal cannot be held in this timescale then the Headteacher should acknowledge the appeal and arrange a date as soon as practicable.

66.7 Appeals procedure

66.7.1 The Trust Executive Team will hear the appeal with advice from a HR representative.

66.7.2 The procedure for the appeal hearing will be as follows: -

a) The Headteacher shall state the case.
b) The member of staff and/or representative may ask questions of the Headteacher.
c) The Trust Executive Team may ask questions of the Headteacher.
d) The member of staff and/or representative to state the reason for the appeal.
e) The Headteacher may ask questions of the member of staff and/or representative.
f) The Trust Executive Team may ask questions of the member of staff and/or representative.
g) The Headteacher representative will have the opportunity to sum up the position if they wish.
h) The member of staff and/or representative will have the opportunity to sum up the appeal if they wish.
i) The Headteacher and the member of staff and the representative will then withdraw.
j) The Trust Executive Team will then deliberate, recalling management representative or the member of staff and the representative, only if clarification of evidence already given is required. In such instances both parties should be recalled even though clarification may be required from only one side.
k) The Trust Executive Team shall announce its decision to both sides unless further time for deliberation is needed, in which case both sides will be advised of this and that they will be informed of the decision in writing.
l) The decision of the Trust Executive Team will be notified to both sides in writing within 5 working days of the appeal hearing.
m) The decision of the Trust Executive Team is final.

66.7.3 The Trust Executive Team must confirm the outcome of the appeal in writing within 5 working days of the appeal hearing.

67 Redundancy and Restructuring Policy

67.1 The purpose of this policy is to provide a consistent and fair procedure for handling redundancies.

The Trust's Redundancy and Restructuring Policy will:

- Ensure members of staff have the relevant information on redundancy arrangements; and
- Support members of staff leaving the school through redundancy and provide a consistent and fair framework for redundancy payments.

The school may have a requirement to make redundancies or to restructure as a consequence of a reduction in school funding, as a result of a restructuring process, where for instance pupil numbers studying in a particular subject area have declined, or where the operational needs of the school reasonably dictate that there is a need to restructure, reorganise or reallocate staff in a particular area of the school.

This policy is effective where there is a genuine redundancy situation. This policy is not contractual and the school may choose to vary the terms of this policy. In particular the Trust may elect not to follow this policy for members of staff with under two years' continuous service with the Trust.

The following employees shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills:

- Employees who have notified us of their pregnancy, are on maternity leave or have returned to work from maternity leave and are within an additional protected period of 18 months from the first day of the Expected Week of Childbirth or actual date of birth (where notified to us). If an employee is not entitled to maternity leave, the protected period of pregnancy applies from when we are notified of the pregnancy until two weeks after the end of the pregnancy.
- Employees who are on adoption leave or have returned to work from adoption leave and are within an additional protected period of 18 months from the date the child is placed with them for adoption (or the date the child enters Great Britain if adopting from overseas).
- Employees who are on shared parental leave or have returned to work from a period of at least six consecutive weeks of shared parental leave and are within an additional protected period of 18 months from the child's date of birth or the date the child is placed with the employee for adoption (or the date the child enters Great Britain if adopting from overseas).
- Employees who are on neonatal care leave or have returned to work from a period of at least six consecutive weeks of neonatal care leave and are within an additional protected period of 18 months from the child's date of birth or the date the child is placed with the employee for adoption (or the date the child enters Great Britain if adopting from overseas).

67.2 Avoiding redundancies

The school will take reasonable steps to avoid a redundancy situation by using alternative methods for reducing staff numbers, for example and where appropriate, non-replacement of leavers, recruitment restrictions, reduction in overtime working, and termination of external contractors. Ordinarily, the school will ask for volunteers from any pool of staff at risk of redundancy. However, the school is not obliged to accept any volunteer.

67.3 Alternatives to redundancy

The school has a commitment to maintaining job security, where possible. Therefore, when there are potential redundancy situations, the school will endeavour to redeploy and retrain staff where this is reasonable and appropriate and does not unduly impact on learning at the school.

67.4 Definition of redundancy

Redundancy is defined by the Employment Rights Act 1996 as dismissal attributable wholly or mainly to:

- an employer ceases, or intends to cease –
  (i) to carry on the business for the purpose of which the member of staff was employed by him, or
  (ii) to carry on that business in the place where the member of staff was so employed, or

- the requirements of that business –
  (i) for members of staff to carry out work of a particular kind, or
  (ii) for members of staff to carry out work of a particular kind in the place where the member of staff was employed by the employer,
  (iii) have ceased or diminished or are expected to cease or diminish.

67.5 Selection criteria

A dismissal on grounds of redundancy will only take place if a redundancy situation exists. The criteria used for selection will be applied objectively and in a fair and consistent manner.

67.6 Procedure

In redundancy there are two types of consultation – individual and collective.

67.6.1 Individual consultation:

Where fewer than 20 roles are planned to be made redundant during a period of 90 days in a particular establishment.

67.6.2 **Collective consultation:**

Where 20 or more redundancies are planned to be made redundant during a period of 90 days in a particular establishment. If between 20 and 99 roles are planned to be made redundant during this time a collective consultation period of 30 days will apply. If over 99 roles are planned to be made redundant during this time a collective consultation period of 45 days will apply.

67.7 Individual consultation

67.7.1 **At risk of redundancy**

When a redundancy situation has been identified, all members of staff affected will be notified that their roles are at risk of redundancy. Where a group of people are affected, the Headteacher or member of the Trust Executive Team may hold a group announcement. Affected members of staff will also receive confirmation that their role is at risk of redundancy in writing.

Ordinarily the Trust will contact the relevant trade unions and discuss the proposals to make redundancies. There is no obligation on the Trust to consult with trade unions over such redundancies however they may choose to do so as a matter of good practice.

67.7.2 **Pools or individuals at risk of redundancy**

In some redundancy situations, there will be a need to select members of staff for redundancy from a group of members of staff. This group of members of staff is referred to as a 'pool'.

Where applicable, each member of staff at risk of redundancy will be scored against selection criteria. The criteria may be assessed by selection matrix, interview or assessment centre. The Trust reserves the right to decide what is the most appropriate method in each situation. Following the selection process, affected members of staff will be informed of the outcome via a one-to-one meeting with the relevant manager.

Once a decision has been reached as to who has been provisionally selected for redundancy, the individuals whose roles are no longer being considered for redundancy will be notified.

Where an individual carries out a specific role which is to be made redundant on their own (i.e. not in a pool), this is referred to as an individual role at risk of redundancy.

67.7.3 **Consultation**

Once it has been confirmed that a member of staff, or a group of members of staff, is at risk of redundancy, a period of consultation will follow.

The purpose of consultation is to try and establish any alternatives to the redundancy including potential redeployment. During the consultation period, members of staff at risk of redundancy will be given the opportunity to raise any issues and to discuss what alternative opportunities they would consider.

During the consultation period, the member of staff will have a minimum of one consultation meeting with the Trust. The consultation meeting should be documented, and a record should be kept of the meeting.

During the consultation meeting(s) the member of staff will have a right to be accompanied by a work colleague of their choice or a trade union representative.

Members of staff who are at risk of redundancy will be permitted reasonable time off with pay to attend interviews. Members of staff must request time off via their line managers, and all requests will be considered against the operational requirements of the school.

67.7.4 **Final consultation meeting**

Prior to the end of the consultation period, if no alternative to dismissal has been identified the member of staff will be invited to a final consultation meeting.

The school will provide at least five working days' notice of the final consultation meeting and will set out in writing:

- The purpose of the final consultation meeting.
- That the members of staff's role is at risk of redundancy.
- That the outcome to the final consultation meeting may be the members of staff's dismissal.
- When and where the hearing will be conducted.
- The right to be accompanied by a trade union representative or work colleague not involved in the case.
- The requirement for the member of staff to provide, in at least two working days before the hearing, all documents that they intend to present at the hearing.

The final consultation meeting will be conducted by the Headteacher and/or Trust Executive Team. Any documentation that the member of staff wishes the Headteacher and/or Trust Executive Team to consider should be submitted at least two working days prior to the hearing. The purpose of the final consultation meeting is to consider whether the member of staff should be made redundant.

The Headteacher and/or Trust Executive Team should consider the proposed redundancy and any issues raised by the member of staff before making a decision as to whether to make the member of staff redundant. The Headteacher and/or Trust Executive Team decision will ordinarily be provided verbally and then confirmed in writing.

67.7.5 **Confirmation of redundancy**

The school will confirm the member of staff's redundancy in writing.

All members of staff who are served notice of redundancy will receive a letter which will ordinarily confirm the following:

- The effective date of the redundancy.
- Treatment of the notice period (e.g. garden leave, working notice).
- Any redundancy payment due, and how this has been calculated.
- Any outstanding holiday entitlement.
- Right of appeal and who to address any appeal to (see section below on appeals)

67.8 Collective consultation

67.8.1 Announcement

When a collective redundancy situation has been identified, trade unions and all members of staff who are affected will be notified. This will normally be done via a group presentation and then confirmed in writing.

67.8.2 Consultation

The school will consult with trade unions who will feedback the information to the affected staff they represent.

Number of staff affected	Minimum length of consultation period
Where between 20 and 99 redundancies are proposed in a 90-day period in an establishment	30 days
Where over 99 redundancies are proposed in a 90-day period in an establishment	45 days

The objective of the collective consultation period is to review the reasons for the redundancies, the number of redundancies necessary, ways to minimise the redundancies where possible, and the selection methods for those redundancies.

At the commencement of the collective consultation period trade unions will be provided with the following information:

- The reason for the proposed roles being made redundant
- The numbers and categories of roles involved
- The numbers of members of staff in these categories
- The selection criteria proposed
- An explanation as to the procedure that it is proposed will be followed, outlining timescales
- An explanation as to how redundancy payments will be calculated

The purpose of consultation is to seek to reach agreement. Whilst this may not be possible, the school will enter into such consultation with a view to reaching agreement.

67.8.3 **Selection**

At the end of the collective consultation period all those members of staff in pools will be scored against the selection criteria (agreed, if possible) to determine who will be confirmed at risk of redundancy.

Once a decision has been reached as to who has been selected for redundancy, the individuals whose roles are no longer being considered for redundancy will be notified.

Anybody who carries out an individual role at risk of redundancy (i.e. not in a pool) will not be scored.

67.8.4 **Selection notification**

Those members of staff who receive the lowest scores within pools will be informed that they are formally 'at risk of redundancy'. This will be done via a one-to-one meeting with their line manager and confirmed in writing.

67.8.5 **Individual consultation**

Each member of staff at risk of redundancy will have a period of individual consultation.

During this period of individual consultation, members of staff whose roles are at risk of redundancy will be given the opportunity to challenge their scores, raise any issues and to discuss what alternative redeployment opportunities they would consider. The period of consultation will be used to try and identify any alternative employment within the school.

During the consultation period, the member of staff will have a minimum of one consultation meeting with the school. The consultation meeting should be documented, and a record should be kept of the meeting.

During the consultation meeting(s), the member of staff will have a right to be accompanied by a work colleague of their choice or a trade union representative.
Members of staff who are at risk of redundancy will be permitted reasonable time off with pay to attend interviews. Members of staff must request time off via their line managers, and all requests will be considered against the operational requirements of the school.

67.8.6 **Final consultation meeting**

Prior to the end of the consultation period, if no alternative to dismissal has been identified the member of staff will be invited to a final consultation meeting.

The school will provide at least five working days' notice of the final consultation meeting and will set out in writing:

- The purpose of the final consultation meeting.

- That the member of staff's role is at risk of redundancy.
- That the outcome to the final consultation meeting may be the member of staff's dismissal.
- When and where the hearing will be conducted.
- The right to be accompanied by a trade union representative or work colleague not involved in the case.
- The requirement for the member of staff to provide, in at least two working days before the hearing, all documents that they intend to present at the hearing.

The final consultation meeting will be conducted by the Headteacher and/or Trust Executive Team. Any documentation that the member of staff wishes the Headteacher and/or Trust Executive Team to consider should be submitted at least 2 working days prior to the hearing. The purpose of the final consultation meeting is to consider whether the member of staff should be made redundant.

The Headteacher and/or Trust Executive Team should consider the proposed redundancy and any issues raised by the member of staff before making a decision as to whether to make the member of staff redundant. The Headteacher and/or Trust Executive Team's decision will ordinarily be provided verbally and then confirmed in writing.

67.8.7 **Confirmation of redundancy**

The school will confirm the member of staff's redundancy in writing.

All members of staff who are served notice of redundancy will receive a letter which will ordinarily confirm the following:

- The effective date of the redundancy
- Treatment of the notice period (e.g. garden leave, working notice)
- Any redundancy payment due, and how this has been calculated
- Any outstanding holiday entitlement
- Right of appeal and who to address any appeal to (see section below on appeals)

67.9 Appeals

If members of staff have questions or concerns about any part of the redundancy process, they should be raised and where possible resolved during the consultation period. However, where there are outstanding issues which have not been resolved during the consultation period these will be heard as part of an appeal process.

All members of staff who are served notice of redundancy will be informed of their right to appeal against the redundancy. Members of staff s who wish to exercise this right must put their appeal in writing, clearly stating the grounds for appeal. The appeal must be made within ten working days of receipt of their notice of redundancy. The name of the person the appeal should be submitted to will be confirmed in the letter serving notice of redundancy.

When an appeal letter is received the following procedure applies:

- A meeting will be scheduled to hear the appeal with the Headteacher and/or Trust Executive Team.
- The member of staff will be provided with at least five working days' notice of the meeting in writing and will be informed of their entitlement to be represented at the meeting by a colleague or trade union representative.
- The member of staff will be asked to provide details on the grounds of their appeal at the appeal meeting and will be asked questions by the Headteacher and/or Trust Executive Team to establish all the facts.
- The Headteacher and/or Trust Executive Team will (if necessary) conduct an investigation into the points raised in the appeal meeting.
- The Headteacher and/or Trust Executive Team will confirm their findings in writing. The Headteacher and/or Trust Executive Team's decision will be final.

67.10 Redeployment

The Headteacher and/or Trust Executive Team will seek to find affected members of staff a redeployment opportunity within the Trust

Alternative employment opportunities will be subject to a four-week trial period. The trial period is in order that the school can assess the member of staff's performance in the role, and the member of staff can decide whether the alternative role is acceptable.

The four-week trial period can be extended by written agreement between the school and the member of staff. In all cases the trial period can only be extended for up to a further four weeks.

If a member of staff accepts the role after the trial period, they will be treated as no longer at risk of redundancy and will no longer be entitled to a redundancy payment.

If the alternative role is not acceptable to either party, then the member of staff employment will be terminated on the grounds of redundancy and the relevant redundancy payment will be made.

67.11 Temporary roles

An alternative to redundancy may be redeployment to a temporary (fixed-term) role within the Trust. In such circumstances, once the temporary role has finished, the member of staff will be served notice of redundancy.

67.12 Redundancy payments

The school bases redundancy payments on the statutory guidelines set out in the Employment Rights Act 1996.

The redundancy payment due to each member of staff under the statutory redundancy payment scheme depends on the members of staff's age and length of service (up to 20 years). This determines the number of weeks' pay due, which is then subject to a limit on weekly pay.

To calculate the number of weeks' pay due, the following amounts are used –

- 0.5 week's pay for each full year of service where age during year less than 22
- 1 week's pay for each full year of service where age during year is 22 or above, but less than 41
- 1.5 weeks' pay for each full year of service where age during year is 41+

For information on the redundancy payment calculation and current statutory limit on weekly pay, visit the DfE's calculator.

Any redundancy payment due will normally be paid on the next available payroll date following the last date of employment. Payment dates will normally be confirmed to members of staff in the letter confirming their redundancy.

67.13 Secondments

Where a member of staff is on secondment and their original role becomes redundant, the seconded role will be treated as alternative employment and the member of staff will continue in the seconded role until the end of the secondment. This means that:

- The member of staff should be included in the redundancy consultation process for their original role.
- If, at the end of the secondment, it is necessary to put the member of staff at risk of redundancy, the period of consultation will follow the rules outlined in this policy.

Where a member of staff is on secondment and the seconded role becomes redundant, they will ordinarily return to their original role.

68 Retirement Policy

68.1 Introduction

68.1.1 Retirement is the culmination of a career in education. To ensure this event is handled efficiently and satisfies the employee's expectations of receiving their benefits on time it is essential that the employee receives the proper advice and guidance through their respective pension scheme.

68.1.2 When an employee approaches the school about retirement the school should make them aware of the Pensions websites either www.teacherspensions.co.uk for teachers or www.teespen.org.uk for support staff. Employees can also seek advice through the school's HR Advisory Service and contact details are at the end of this policy.

68.1.3 This policy describes the various retirement options for teachers and support staff who are members of either scheme. It should be read in conjunction with the employee's respective pension scheme regulations, conditions and qualifying service advice.

68.2 Teachers

68.2.1 Teachers My Pension On-line Facility

It is essential that all teachers who are members of the pension scheme are registered with the My Pension Online facility. With effect from April 2016 members are only able to view their Annual Benefit Statement online; paper benefit statements are no longer be issued.

There are various 'ready reckoners' and calculators to enable a member to get an estimate of their pension benefits should they decide to retire. There are also numerous fact sheets and the majority of the retirement application forms are available to complete online.

A teacher must have 2 years' service to be able to receive a pension from the TP Scheme. The earliest retirement benefits can be paid is age 55 years unless ill health benefits are granted.

68.2.2 Teachers' Pension Reform April 2015

From 1st April 2015 the Teachers' Pension Scheme became a career average scheme. Previously it was a final salary scheme.

The normal pension age (NPA) also changed for most members and became the same as the individual's member's state pension age or 65 years whichever is the higher.

Protection arrangements are in place for those who were active members immediately before 1st April 2012 and who were within 10 years of their normal pension age (NPA). These categories of teachers continue to be in the final salary arrangements provided they do not have a subsequent continuous break in service of more than 5 years. These members are referred to as 'protected' members.

There are currently four types of members:

- Protected – (as above)
- Tapered – when an active member before 1 April 2012 and between 10 and 13.5 years of their NPA (other conditions apply)
- Transition – All other active members will enter the career average scheme on 1st April 2015
- New Starters – All new starters after 1 April 2015 will be entered into the career average scheme

The teachers' pension website provides members with the information as to what type of member they are with effect from 1 April 2015.

68.2.3 **Types of Retirement:**

Age Retirement

The Normal Pensionable Age (NPA) for a teacher is dependent upon whether the member joined the scheme on or before 1 January 2007. Where a teacher was a member of the TPS before 1 January 2007 their NPA is 60. Where a teacher joined the scheme for the first time on or after 1 January 2007 their NPA is the member's state pension age or 65 years whichever is the higher.

Before age retirement benefits can be paid the member must cease all teaching employment. The only exception to this is if a member takes phased retirement where they can take part of their benefits and continue to work.

If a member ceases teaching employment at any time after their NPA, they become entitled to the payment of their retirement benefits and should claim them at that time.

The normal pension age (NPA) will depend on when a member joined the Teachers' Pension Scheme. In some instances, breaks in service will also be taken in to account and may affect the NPA. Some members will only have accrued final salary benefits and those benefits can be taken at age 60 or 65 whichever is their NPA provided they leave pensionable service.

68.2.4 **Actuarially Adjusted Benefits (AAB) Retirement**

A teacher may access their retirement benefits before their normal pension age if they are aged 55 or over and are leaving the teacher's service.

The Governing Body must consent to the application if the member is in pensionable or excluded employment at the time the application is made. The Governing Body cannot withhold consent for more than 6 months from the date on which the teacher requests permission. If a member submits an application having left teaching but returns to teaching service before the nominated payable date then the application is void.

These benefits will be actuarially reduced permanently for their lifetime, according to their age at retirement although the reduced pension will attract index linking. AAB cannot be awarded if the benefits are less than the guaranteed minimum pension. Any family benefits that are paid after the member dies will not be adjusted.

The teacher must cease all teaching employment and their contract of employment must end, this also applies for supply or casual teachers. Where the teacher has accrued both final and career average benefits then all their benefits have to be taken at the same time.

68.2.5 **Phased Retirement**

The introduction of 'phased retirement' arrangements allows teachers to continue working while drawing some of their accrued pension benefits.

A member can take phased retirement and return to work provided that there is a reduction of at least 20% of their previous six months earnings for a minimum of 1 year. This can be achieved by reducing working hours or by taking a post of lesser responsibility or a new post with a different employer.

Protected members can take two phased retirements before finally retiring and career average members can take up to three phased retirements before finally retiring; but only two can be before age 60 years.

A teacher may take phased retirement if they commence a new appointment in a support role such as a teaching assistant provided that the appointment is in an educational establishment. The new appointment may be with a different employer. The application form must be signed by the employer responsible for the new working arrangement.

The teacher must make their application for phased retirement within 3 months of the date of the reduction in salary or the new appointment.

A teacher does not have to take all their benefits under the phased retirement arrangements. There is a maximum amount that a member can take which must not exceed 75% of their benefits. If they have accrued final salary and career average benefits, they do not have to access both sets of benefits.

Governors will only approve applications for Phased Retirement where there are clear operational and financial grounds for doing so and in accordance with the school's policy.

68.2.6 **Premature Retirement**

Other than in exceptional circumstances the Governing Body will not award unreduced premature retirement benefits to scheme members who are at the eligible age where the employment is terminated on the grounds of redundancy or organisational efficiency.

Premature retirement is not an option if the person is employed on a fixed term contract. Where a severance payment is made premature benefits will not be paid.

68.2.7 **Premature Retirement on the Grounds of Redundancy**

It is important to note that the decision to grant premature retirement on the grounds of redundancy is a separate decision and not linked to the redundancy decision. The decision to release pension must be assessed as a separate process after consideration of the full financial implications and the ability for the school budget to bear the cost of the mandatory compensation for the member's lifetime.

Premature retirement benefits will not be released in the event of redundancy either voluntary or compulsory, unless the Governing Body feels that exceptional circumstances warrant such consideration.

68.2.8 Ill Health Retirement

The school, with advice from Human Resources and the Local Authority Occupational Health service must look at ways of helping members to remain in or return to work, for example part time working or a transfer to a post with less responsibility, or consider other workplace adjustments before concluding that ill-health retirement may be appropriate.

Where a teacher reduces their responsibilities or working pattern and that is unsuccessful in managing their health problems the teacher can still apply for ill health benefits. Where an application is approved any enhancement will be calculated using salaries before the change, provided the illness causing them to apply for benefits is the same as the one when the change occurred.

Where a teacher is under normal retirement age and applies for ill-health benefits the teacher should complete the application form for ill health retirement. The medical form should be completed by HR and the Occupational Health advisor. Where it is considered, there is not enough medical information to enable the application to be fully considered, the teacher must be provided the opportunity to provide further medical evidence. The application form and medical evidence form which are available on the TP website to download, with any additional medical evidence to be considered should be completed and returned to the TP. Both forms must be submitted together.

In order for the application to be valid, the declaration on the application form must be signed and dated by the applicant and the certification must be completed by Human Resources. If the forms are not correctly completed and signed, they will be rejected.

All applications and supporting medical evidence will be considered by Medical Advisors appointed by the Secretary of State and the final decision is made by the Teachers' Pension Fund and a decision will be made as to whether the teacher is permanently unfit to teach.
Where ill health retirement is granted and the member is still actively working, the work must cease immediately.

There are two different levels of ill health benefits that can be awarded:
Accrued benefits are awarded if the member is assessed as being permanently unable to teach but can do other work. With accrued benefits a member's service will not be enhanced.

Enhanced benefits are awarded if the member is assessed as being unable to undertake any type of gainful employment. Their service will be enhanced.

Where the ill health condition is serious and life expectancy is severely restricted (i.e. less than 1 year) the pension can be paid as a one–off lump sum. Any subsequent family benefits will not be affected. The request needs to be made when applying for ill health retirement to ensure that the request is correctly considered.

68.3 Re-entrant Members

Where a member has deferred benefits of less than 5 years they can re-join the scheme and maintain previous arrangements. Where the deferred benefits have been in place for more than 5 years re-entrants will be joined in to the scheme under the Career Average arrangements.

68.4 Death Benefits

Dependant on whether the member is a career average member, tapered member or protected member; a death grant will be paid of up to 3 times of the final full time equivalent salary or 3 times of the final average salary.

68.5 The Application Process

The retirement application forms are available on the Teachers Pensions website at www.teacherspensions.co.uk. All retirement applications should be completed on line with the exception of the Ill Health Retirement Application.

Application forms should be submitted no more than 4 months in advance of the retirement date. This enables TP to conclude any issues affecting retirement and undertake processing to ensure payments are made on the correct date.

68.6 Further advice

Further advice is available from:
www.teacherspensions.gov.uk

Telephone: 0345 6066166 (8.30am – 6pm Monday to Friday)

68.7 Support Staff

68.7.1 **Types of Retirement:**

Normal Retirement

The Normal Pension Age in the Local Government Pension Scheme (LGPS) is linked to the individual's State Pension Age. Any changes in the future to the State Pension Age will automatically apply to the pension built up in the LGPS after 31 March 2014.

Support staff who are members of the LGPS can retire and draw their pension in full at their Normal Pension Age. If it is taken later than the Normal Pension Age it will be increased because it is being paid later. Pension benefits must be drawn before the member reaches their 75th birthday.

Flexible Retirement

Rather than continuing in a job to the Normal Retirement Age or beyond, members may wish to consider the possibility of Flexible Retirement. From age 55 and providing that there is at least 2 years pension membership; applications for Flexible Retirement can be considered.

Under the Trust's flexible retirement arrangements an employee can either:

- reduce the hours of work by a minimum of 20% (or at least 7 hours for a full-time employee) and/or;
- Move to a lower graded post - minimum drop of 2 grades. The employee will be placed on the maximum of the new grade.

Please note if the employee is subsequently made redundant following a reduction in hours and/or grade, they will receive a redundancy payment based on the reduced salary.

If Flexible Retirement is approved the employee will receive payment of their pension in addition to a reduced salary. Pension Benefits paid under Flexible Retirement are normally subject to actuarial reductions to take account of being paid earlier and for longer. The school will only agree to waive any actuarial reduction to benefits in exceptional circumstances.

It is anticipated that unless exceptional circumstances apply**, Flexible Retirement arrangements will be for a fixed period of time (minimum of 6 months, maximum of 2 years) and as part of any approval an employment termination date will be mutually agreed.**

A meeting towards the end of the Flexible Retirement period will take place and in exceptional circumstances, an extension to the Flexible Retirement period can be agreed at this meeting. There will usually be no entitlement to a redundancy or similar payment at the end of the agreed fixed period.
The school will only approve applications for Flexible Retirement where there are clear operational and financial grounds for doing so and in accordance with the school's policy.

Early Retirement

A member of the LGPS can choose to retire and take their pension at any time from age 55-75, provided they have been a member of the scheme for at least 2 years. Approval from the school is not required to access pension but the employee is required to submit their resignation giving the appropriate notice period to the Headteacher.

If the choice is made to take pension before the Normal Pension Age, it will normally be reduced to take account of being in receipt of the pension benefits for longer. The amount by how much benefits are reduced depends on how early they are drawn.

The earlier retirement is taken, the greater the reduction. To obtain estimates of pension benefits for Early Retirement and details of the reductions applicable to individual benefits, members should contact the Teesside Pension Fund direct.

Switch on the 85-year rule

Where a member has been in the scheme since 30 September 2006, and chooses to voluntarily take pension on or after age 55 and before age 60, some or all of the benefits paid early could be protected from the reduction under what is called the "85-year rule".

The school can allow at their discretion for the rule of 85 to apply. In line with the School's Discretionary Policy Statement (see Appendix 1), the school will "switch on" the 85-year rule only where there is a clear operational and / or financial advantage to the school in doing so.

Waiving actuarial reduction to benefits:

The school can at their discretion waive the reductions to pension benefits in the event of an employee voluntarily drawing their pension before their Normal Retirement Age. In line with the School's Discretionary Policy Statement and the LGPS Regulations, the School will only agree to waive any actuarial reduction to pre and/or post April 2014 benefits if there is a clear operational and / or financial advantage to the school in doing so.

Late Retirement

If an employee continues to work past their normal retirement, they can carry on contributing to the Scheme. They will then receive their pension when they finally retire, or the day before their 75th birthday which is when pension benefits must be drawn.

By remaining in the scheme:

- A death grant, of three times the pay will be payable if death occurs in service
- The pension will increase, as additional service will be accrued
- When retirement does occur, their pension will be calculated using the final pay
- Any membership accrued within the scheme prior to the 65th birthday will be actuarially increased

Redundancy/Efficiency of the Service

In cases of Redundancy or Efficiency of Service and employment is ceased where the employee is aged 55 or over, their main pension benefits are payable immediately without any early retirement reductions and provided they have 2 years or more pension membership. This is in addition to any redundancy payment or efficiency of the service payment you may be entitled to.

In cases of redundancy an enhanced redundancy payment will be made to support staff (as detailed in the Staffing Level Management Policy).

Pay in lieu of notice (full or part) will only be considered in exceptional circumstances. Employees will be required to serve their notice period wherever possible.

In the case of efficiency of the service, the actual leaving date will be agreed with the employee and the Headteacher and the termination of employment will be by mutual agreement.

Ill Health Retirement

If after a minimum of 2 years pension membership, it is determined that an employee has become permanently incapable of doing their own job until normal retirement age due to ill health, and they are not immediately capable of undertaking any other gainful employment (30 hours per week or more for a minimum of 12 months), pension may be released on ill health grounds.

A referral to an Independent Pension Fund Healthcare professional will be required for a medical opinion as to whether or not the criteria for ill health retirement is met, and to determine the appropriate tier awarded.

Ill health benefits can be paid at any age, and are not reduced on account of early payment. The amount of pension you would receive will depend on how likely it is that you will be capable of gainful employment in the future. There are three tiers of ill health benefits, which are:

- **Tier 1**
  100% enhancement – If you are unlikely to be capable of any gainful employment before your Normal Pension Age.

  Pension benefits are based on the pension you have already built up at your date of leaving the LGPS plus the pension you would have built up had you been in the main section of the LGPS until you reached your Normal Pension Age.

- **Tier 2**
  25% enhancement – if you are unlikely to be capable of gainful employment within 3 years of leaving, but are likely to be capable of doing so before your Normal Pension Age.

  Pension benefits are based on the pension you have already built up at your date of leaving the LGPS plus 25% of the pension you would have built up had you remained in the main section of the LGPS until you reached your Normal Retirement Age.

- **Tier 3**
  0% enhancement – If you are likely to be capable of gainful employment within 3 years of leaving, or before your Normal Pension Age if earlier.

Pension benefits are based on the pension that has already built up at the date of leaving the LGPS. Payment of these benefits will be stopped after 3 years, or earlier if the employee becomes capable of employment within 3 years.

68.8 Death Benefits

The following death benefits may be payable for members of the LGPS:

Lump Sum Death Grant:

If an active member of the LGPS at the time of death a lump sum death grant of 3 times the pensionable pay is payable. There is no qualifying period for eligibility to this payment.

Any lump sum payable may be paid to a legal personal representative, a nominated beneficiary or distributed at the discretion of the Teesside Pension Fund. An "Expression of Wish" form is available from the Teesside Pension Fund website to enable members to inform the Teesside Pension Fund of their wishes with regard to the payment of their benefits.

If death occurs within the first 10 years after pension has come into payment, a death grant equal to 10 years pension less any pension already received is also payable.

Survivor Benefits:
The following survivor benefits are also normally payable if death occurs while still in service, in addition to the Lump Sum Death Grant:

- **Widow/Widower/Civil Partner Pension** – a pension, based on 1/160th of the assumed pensionable pay that would have been accrued if retirement was granted through ill health at the date of your death
- **Nominated Co-habiting Partner's Pension** – a pension, calculated the same way as above, but only based on membership after 6th April 1988. Members will need to complete a "Nominated Co-habiting Partner" form available from the Teesside Pension Fund website www.teespen.org.uk
- **Children's Pension** – Each child will receive half of the widow/widower/s pension entitlement (up to a maximum of 2 children). If there are more than 2 children, the equivalent to the widow/widower's pension will be divided between them.

If death occurs after the pension has come into payment, a spouse's, civil, co-habiting partner's pension and a pension for any eligible children, are payable.

Further advice is available from:

Teesside Pension Fund
XPS Administration
PO Box 340
Middlesbrough
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Local Government Pension Scheme 2014
Website: www.lgps2014.org

Prudential
Telephone: 0800 032 6674
Website: www.pru.co.uk/localgov

The Pension Regulator
Website: www.thepensionsregulator.gov.uk

69 Anti Slavery and Human Trafficking Policy

69.1 Policy statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere within the Trust and our academies or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners and, as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

69.2 About this policy

The purpose of this policy is to:

- set out our responsibilities, and of those working for and on our behalf, in observing and upholding our position on modern slavery and human trafficking; and
- provide information to those working for and on our behalf on how to identify and report concerns regarding modern slavery and human trafficking.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, teachers, support staff, trustees, agency workers, seconded workers, volunteers, interns, contractors, external consultants, third-party representatives and business partners.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

69.3 Responsibility for the policy

The Trust board has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Chief Executive Officer is the Designated Safeguarding Lead [DSL] who has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the [DSL].

69.4 Your responsibilities and how to raise a concern

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify the DSL as soon as possible if you believe or suspect that a breach of this policy has occurred, or may occur in the future.

You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

If you believe or suspect that a breach of this policy has occurred or that it may occur you must notify the DSL and or in accordance with our Whistleblowing Policy as soon as possible.

If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or the DSL and / or through the confidential helpline: **0800 0121 700**.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of the Trust or our own academies or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in this Handbook.

69.5 Training and communication

Training on this policy, and on the risk our business faces from modern slavery in its

supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate on an ongoing basis.

69.6 Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

70 AI Policy – Please refer to the Trust's full AI Policy