EDEN

LEARNING TRUST

Staff Policy Handbook

Handbook to be Reviewed and Adopted by Board of Directors:
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PART ONE - INTRODUCTION

1. THE TRUST

1.1 The Eden Learning Trust ("the Trust") is a Multi Academy Trust based in Durham. Its aim is to provide the strongest possible education opportunities, in an environment where every one of our children really matters. Our banner of 'Achievement for all' is testament to this aim and has supported the founding schools in good stead over the past years.

1.2 Our ethos is one of partnership and collective responsibility. The founding schools have developed a collaborative model for the Trust Board and Head Teacher Boards, supported by independent financial, legal and business experts. This has allowed individual schools to be integrated into key decisions and in control of the MAT direction and destiny.

1.3 We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner 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 for an academy within the Trust.

2.2 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 manager or Head Teacher.

2.3 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They do not form part of the terms of your contract with us, which are provided to you separately. This handbook does not affect any existing collective agreement which is incorporated into your contract of employment, nor does it affect your statutory rights (including for example your rights under the Employment Rights Act 1996, Equality Act 2010, Working Time Regulations 1998, National Minimum Wage Act 1998, as amended and updated from time to time), which the Trust will continue to honour and comply with.

3. Responsibility for the Staff Handbook

3.1 The Trust has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

3.2 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. Head Teachers and managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

4. Equality

4.1 The Trust recognises its responsibility for ensuring equality and avoiding unlawful discrimination, both direct and indirect, against the 9 “protected characteristics” identified in the Equality Act 2010 of;

- Age
- Disability
- Gender Reassignment
- Pregnancy and maternity
- Race
- Religion or belief

- Sex
- Sexual Orientation
- Marriage and civil partnership

4.2 Disability under the act covers physical and mental impairments that have a substantial and long-term adverse effect on an individual's ability to carry out normal day-to-day activities. If an employee is affected by a disability or any medical condition, which affects their ability to undertake their work, they should discuss this with their line manager. Further information in relation to disability is provided later in the policy.

4.3 The Trust will operate consistently and in a non-discriminatory way by taking account of any relevant individual circumstances that may impact on the situation.

Part Two – Your employment

2.1 Code of Conduct

5. Purpose

1.1 A high standard of discipline is essential for the efficient and orderly conduct of all schools within the Trust and for the safety and well-being of its entire staff.

1.2 This guidance highlights the reasonable standards of conduct which are expected.

1.3 This guidance applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

1.4 If you are a teacher then you should read this guidance in conjunction with the DfE statutory guidance, "Teachers' Standards" as amended and updated from time to time.

1.5 The Trust has overall responsibility for this guidance, including keeping it under review.

1.6 This policy does not form part of any employee's contract of employment.

6. Scope

2.1 This Code of Conduct applies to all Trust employees, centrally employed Trust staff and volunteers.

2.2 Non-compliance with this Code will, in certain circumstances, result in disciplinary action being taken.

2.3 All employees and volunteers will be supplied with a copy of this Code, which they are expected to read, sign and follow.

2.4 The term Manager is used throughout the Policy to refer to the Head Teacher/ Chief Executive/Line Manager where appropriate.

2.5 The term employee is used throughout the policy but should be taken to refer to both employees and volunteers as appropriate.

7. Standards and Attitude

3.1 All employees of the Trust are expected to give the highest possible standard of service to pupils, members of the public, Trustees, Trustees and fellow employees.

3.2 The attitude of employees in dealing with people reflects on the Trust so it is important that they are helpful, polite, and courteous. People's impression of the Trust is strongly influenced by the views of the people who work for it. Whether or not employees are aware of it, others will accept the comments they make. Employees, therefore, need to consider carefully the effect of what they say.

3.3 All employees are expected to report to their Manager any perceived or anticipated impropriety, breach of procedure or policy of the Trust.

3.4 In all cases, it is not enough to avoid actual impropriety, as public perceptions are very important. Employees should avoid any appearance of improper conduct, which may give rise to suspicion.

3.5 There are a number of principles that exemplify the required standards. They are set out below. A number of these aspects are dealt with in more detail within this Code.

8. The Principles

Honesty, Integrity, Impartiality and Objectivity

4.1 All employees must perform their duties with honesty, integrity, impartiality and objectivity.

Accountability

4.2 All employees must be accountable to the Trust for their actions.

Respect for Others

4.3 All employees must:

- Treat others with dignity and respect
- Not discriminate unlawfully against any person
- Treat others professionally

Stewardship

4.4 All employees must:

- Use any Trust funds in a responsible and lawful manner
- Not make personal use of property or facilities of the Trust unless properly authorised to do so

Personal Interests

4.5 All employees **must not** in their official or personal capacity:

- Allow their personal interests to conflict with the Trust's requirements
- Use their position improperly to confer an advantage or disadvantage on any person

Declaring Interests

4.6 All employees must comply with any of the Trust's requirements:

- To declare interests
- To declare hospitality, benefits or gifts received as a consequence of their employment

Openness

4.7 All employees **must not**:

- Disclose information given to them in confidence by anyone, or information acquired which they believe is of a confidential nature, without the consent of a person authorised to give it, or unless they are required by law to do so
- Prevent another person from gaining access to information which that person is entitled to by law

Duty of Trust

4.8 All employees must at all times act in accordance with the Trust that pupils/parents/carers and the public is entitled to place in them.

Safeguarding

4.9 All employees must undertake their work in accordance with requirements laid down (for their job) in support of the Trust's duties for safeguarding children and young people.

9. Confidentiality and Disclosure of Information

5.1 The Trust recognises the importance of an open, transparent culture with clear communication and accountability. It is the Trust's aim to be as open as possible about all of its activities. The law requires that certain types of information must be available to auditors, government departments, service users and the public. Different rules apply in different situations. If an employee is in any doubt as to whether they can release any particular information, they should always check with their Manager first.

5.2 The confidentiality of information received in the course of an employee's duties should be respected and must never be used for personal or political gain. Employees must not knowingly pass information on to others who might use it in such a way. If an employee believes that information should be disclosed in the public interest, they should follow the Trust's Whistleblowing Policy before doing so. Further information on whistleblowing is provided in section 6 below.

5.3 Employees must not communicate confidential information or documents to others who do not have a legitimate right to know. Furthermore, information which is stored whether on computer systems or manually must be used in accordance with the Trust's.

5.4 Information given in the course of an employee's duties should be accurate and fair and never designed to mislead.

10. Political Neutrality

6.1 Employees must not allow their own personal or political opinions to interfere with their work and must at all times perform their duties in an objective manner.

11. Relationships with Pupils

7.1 It is important that all working relationships, and relationships between employees and pupils, are conducted in a professional manner. It is an abuse of the professional relationship between an employee and pupil for the employee to:

- Enter into an improper association with a pupil, either inside or outside of the workplace, e.g., school trips, or when using social media such as Facebook, Twitter etc.
- Commit any acts against a pupil which are illegal
- Show undue personal favour or disfavour towards a pupil
- Endeavour to exert an undue influence on personal attitudes, opinions or behaviour which are in no way connected with the work of the Trust

12. Safeguarding of Pupils/Students

8.1 Employees have a duty to safeguard pupils from:

- Physical abuse

- Sexual abuse
- Emotional abuse
- Neglect

8.2 The duty to safeguard pupils includes the duty to report concerns about a pupil to the Designated Lead for Child Protection/Safeguarding. Employees must ensure that they are familiar with the Child Protection/Safeguarding Policy and Whistleblowing procedures.

13. Appointment of Staff

9.1 It is unlawful for appointments to be made on the basis of anything other than the ability of the candidate to undertake the duties of the post. Employees involved in making appointments should do everything possible to ensure that these are made on the basis of merit and in accordance with the Trust policy on Recruitment and Selection and regulations on safer recruitment.

9.2 In order to avoid any possible accusation of bias, employees must not become involved in any appointment or any other decision relating to the discipline, promotion, pay or conditions of another employee, or prospective employee, if they are a partner or relative of an applicant, or have a close personal relationship with him or her, nor where they have the opportunity to benefit, directly or indirectly, from an appointment without the express prior approval of their Manager.

9.3 'Relative' for example means a spouse, partner, parent, parent-in-law, son, daughter, stepson, stepdaughter, child of a partner, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, or the spouse or partner of any of the preceding persons. This is not an exhaustive list.

9.4 'Partner' means a member of a couple who live together or who are involved in a romantic relationship.

9.5 'Close personal relationship' would include a person not employed by the Trust with whom an employee has a close business connection.

9.6 Close personal relationships between colleagues and partners who work together can give rise to conflicts of interest. Employees should seek to ensure that such relationships do not encroach on their duties / professionalism as an employee of the Trust.

9.7 Employees should disclose if they are working with anyone in a professional capacity who is a relative, partner or with whom they have a close personal relationship with outside of work. The disclosure should be made to their Manager promptly for their consideration.

14. The Local Community and Service Users

10.1 Employees should always remember their responsibilities to the community they serve and ensure courteous, efficient service delivery to that community in accordance with the policies of the Trust. This may involve dealing with troubled, angry and frustrated parents and carers, although employees should not be expected to place their personal health, safety and welfare at risk.

15. Contractors

11.1 Orders and contracts must be awarded in accordance with contracting procedures and rules and no special favour should be shown to businesses run by, for example, friends, partners or relatives. Where an employee could potentially have a conflict of interest in regard to the Trust and an external contractor, they should seek to make this known to their Manager.

16. Outside Commitments

12.1 The Trust recognises that employees are entitled to their private lives. However, an employee must not be in a position where their outside commitments present a conflict of interest e.g., exam marking, and staff are expected to conduct themselves with integrity, impartiality and honesty and their private interests should not be such as to have the potential for allegations of impropriety to be sustained thereby bringing the Trust into disrepute.

17. Conduct

13.1 Whether in or outside work, employees must not conduct themselves in any way that creates doubt as to their suitability for their post or brings the Trust into disrepute. This includes conduct which would bring into question their suitability to work with children.

13.2 All employees working with children and young people have a responsibility to maintain public confidence in their ability to safeguard the welfare and best interests of children and young people. It is therefore expected that they will adopt high standards of personal conduct in order to maintain the confidence and respect of parents/carers, the public in general and all those with whom they work.

13.3 There may be times, for example, when an employee's behaviour or actions in their personal life come under scrutiny from local communities, the media or public authorities. This could be because their behaviour is considered to compromise their position in the workplace or indicate unsuitability to work with children or young people. Misuse of drugs, alcohol or acts of violence would be examples of such behaviour.

13.4 Employees in contact with children and young people should understand and be aware that safe practice also involves using judgement and integrity about behaviours in places other than the work setting.

13.5 The behaviour of an employee's partner or other family members may raise similar concerns and may require careful consideration by the Trust as to whether there may be a potential risk to children and young people in the workforce.

18. Dress and Appearance

14.1 An employee's dress and appearance are matters of personal choice and self-expression. However, employees should consider the manner of dress and appearance appropriate to their role which may be different to that adopted in their personal life.

14.2 Employees who work with pupils should ensure they are dressed decently, safely and appropriately for the tasks they undertake. Those who dress or appear in a manner which could be considered as inappropriate could render themselves vulnerable to criticism or allegations.

- This means employees should wear clothing which:
- Is appropriate for their role
- Is not likely to be viewed as offensive, revealing, or sexually provocative
- Does not distract, cause embarrassment or give rise to misunderstanding
- Is absent of any political or otherwise contentious slogans
- Is not considered to be discriminatory.

14.3 Jewellery/piercings must be removed where they are a risk to health and safety or where their appearance may be considered inappropriate.

19. Additional Work

15.1 Employees are able to take on work in addition to their existing contract of employment, providing it does not conflict with the performance of their duties in the role for which they are employed. In order to assess whether or not there might be a conflict, employees are required to inform their Manager before taking any outside employment.

15.2 The Trust will not unreasonably stop employees from undertaking additional employment, but this employment must not, in the Trust's view, conflict with or be detrimental to its interests, or weaken public confidence in the conduct of its business.

15.3 An employee who wishes to take on additional work must ensure that:

- The additional hours worked do not contravene the Working Time Regulations or otherwise give the Trust cause for concern about health and safety at work.
- The outside work does not place the employee in a position where their duties and private interests' conflict
- The outside work does not damage, or potentially damage, public confidence in the Trust's conduct or business

20. Refusal of a Request to Take on Additional Work

16.1 If an employee has their request to take on additional work refused and wishes to challenge this, they should speak to their Manager or consider raising a grievance under the Trust's grievance procedure.

21. Personal Interests

17.1 Employees may have a variety of personal interests, which may from time-to-time impact on their role for the Trust. To protect the Trust and the employee from any accusations of wrongdoing the Trust has in place a number of safeguards which demonstrate that these interests are not allowed to influence the way the Trust conducts its business.

17.2 Whatever an employee's role within the organisation, they must declare to their Manager any financial or non-financial interests which could bring about conflict with the Trust's interests.

17.3 If employees are in any doubt about a potential conflict of interest, they should bring the matter to the attention of their Manager so that a decision can be made as how best to proceed.

17.4 Employees must not make, or become involved with, any official or professional decisions about matters in which they have a personal interest.

22. Tender Procedures

18.1 Employees should exercise fairness and impartiality when dealing with all customers, contractors and subcontractors.

18.2 Employees responsible for engaging or supervising contractors and who have previously had, or currently have, a relationship in a private or domestic capacity with a particular contractor, must declare that relationship to their Manager.

18.3 If employees become privy to confidential information on tenders or costs relating to external contractors, they must not disclose that information to any unauthorised person or organisation.

18.4 All employees must ensure that no special favour is shown to current, or recent former, employees or their partners, close relatives or associates in awarding contracts to businesses run by them or employing them in any capacity.

18.5 Employees must not buy items for personal use using the Trust's contracts with external contractors.

23. Finance Policy

19.1 All employees involved in financial activities and transactions on behalf of the Trust, including budgetary control, operation of bank accounts, payments of accounts, payments of salaries and wages, petty cash and orders of works, goods or services must follow the Trust's Financial Procedures Manual.

19.2 They must ensure that they use public funds entrusted to them in a responsible and lawful manner and strive to ensure value for money.

24. Sponsorship

20.1 Where an outside organisation wishes to sponsor a Trust activity or project, whether by invitation, tender, negotiation or voluntarily, the basic principles concerning the acceptance of gifts and hospitality apply. They should only be accepted where the hospitality involved is on a scale appropriate to the circumstances, reasonably incidental to the occasion and not extravagant.

25. Contact with the press and media

21.1 Employees are not permitted to give reports or speak to the press and media, unless this is an aspect which is clearly required within their role, or they have been given permission to do so by their Manager on matters relating to their employment within the Trust.

Employees with this responsibility must guard themselves against declaring a view which is contrary to a position taken by the Trust Board and which may be deemed to be critical of that decision.

21.2 Outside of working hours, an employee is entitled to voice their opinion on issues affecting the local community e.g., at a neighbourhood forum. However, employees have a general duty of care to avoid a conflict of interest and should not criticise, damage or act in any way against the Trust.

21.3 A Trade Union official or member may be asked to comment by the media on, for instance, an industrial dispute. Any opinion expressed should be clearly given in their capacity as a Trade Union official or member.

26. Talks to outside bodies, radio and television interviews, contributions to publications, etc.

22.1 Where an employee is invited to give a talk to an outside body, or participate in a broadcast, or contribute an article to a professional journal, or the like, on a matter related to their employment or on a personal interest which would be relevant to that employment, the following guidelines apply:

22.2 Acceptance of such an invitation shall be at the discretion of the Manager. In the event of a Head Teacher wishing to follow this course of action, it shall be at the discretion of the Chief Executive and, in the event of the Chief Executive wishing to follow this course of action, the Chair of the Trust Board.

22.3 Unless an employee is officially representing the Trust, they should make it clear that they are speaking or contributing on a personal basis and that their views do not necessarily represent those of the Trust Board.

22.4 Employees should avoid commenting on matters which could be regarded as contentious or sensitive so far as the Trust is concerned, especially in cases where what is said is being reported.

22.5 Provided that an employee gives talks on relatively isolated occasions, they shall, at the discretion of their Manager be permitted:

22.6 To retain any fee received (on the assumption that any preparatory work will have been undertaken in the employee's own time), and

22.7 To be absent for the purpose of giving the talk, interview etc., without the necessity of taking annual leave, if the invitation entails being absent during working hours, providing the absence from work is reasonable and does not adversely impact on the delivery of education / their work.

22.8 When an employee wishes to undertake paid lecturing on a regular basis additional to their employment with the Trust, they should follow the same procedure of that specified for undertaking additional work.

27. Smoking and Vaping

23.1 It is the policy of the Trust that all our workplace buildings are smoke- free, and all employees have the right to work in a smoke-free environment. Smoking and vaping are prohibited in all enclosed areas and/or non-designated areas without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, staff rooms, stairs, restrooms, Trust-owned or leased vehicles and all other enclosed facilities. Failure to adhere to this instruction may result in disciplinary action being taken.

23.2 Definitions: Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. These are commonly called e- cigarettes, e-pipes, e-hookahs and e-cigars.

28. Drug and Alcohol Misuse

24.1 It is the responsibility of all employees to report to work fit for duty without impairment from alcohol and/or illegal drugs.

24.2 It is a disciplinary offence for employees to consume alcohol and/or use illegal drugs during working hours or whilst on duty, including during residential trips.

24.3 Any employee representing the Trust at official functions/meetings, whether within the working day or when attending evening seminars, meetings, etc. are reminded of the need to maintain appropriate standards of conduct at all times.

24.4 Where there is a belief that an employee is under the influence of alcohol and/or illegal drugs, their Manager will ensure that the employee is escorted home safely and they will then make arrangements to interview them on the next working day.

29. Notification of criminal investigations and other required disclosures

25.1 The Code of Conduct places a general obligation on all employees to disclose information which is relevant to their capability, capacity and suitability to carry out the duties and responsibilities for which they are employed. This general obligation applies irrespective of the role undertaken by the employee and is not limited to information which relates to a conviction, caution, reprimand or warning.

25.2 For employees undertaking roles for which a Disclosure and Barring Service (DBS) check is required there is a specific obligation on them to disclose any convictions, cautions, reprimands or warnings that they receive which are relevant to their employment.

25.3 For the avoidance of doubt an employee must immediately inform their Manager, if during their employment with the Trust they are:

- Included on the Disclosure and Barring Service (DBS) Children's Barred List;
- Disqualified from working with children under the The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 (See Appendix 1)
- Advised that they are under investigation for a criminal act (including road traffic offences)
- Arrested in connection with a criminal act

- Notified that criminal charges are being considered against them
- In receipt of a summons to appear before a Court of Law for an alleged offence
- Found guilty and convicted of any offence
- Receive a police caution
- Are involved in any other matter which it would be reasonable to think would impact upon their role and or professional standing
- Employees who are required to drive as part of their duties must also declare any penalties received in connection with motoring offences.

Failure to disclose this information may be treated as a disciplinary offence.

25.4 The Manager will consider any possible effects of these matters on an individual's employment, discuss this with HR as appropriate and take relevant action.

25.5 After having undertaken a risk assessment and taking advice as appropriate the Manager will put in place precautionary measures for the protection of the employee, pupils/students and the Trust. Precautionary action may include restriction of duties, temporary redeployment, temporary change of work base or, if none of these options are practicable, suspension with pay. The Manager is responsible for consulting with authorised officers/legal/HR as appropriate and taking relevant action.

25.6 Following careful consideration of the available evidence, any action taken will be fair and reasonable in the circumstances.

2.2 Expenses Policy

1. About this policy

1.1 This policy deals with claims for reimbursement of school related expenses, including travel, accommodation and hospitality.

1.2 The Trust has overall responsibility for this policy, including keeping it under review.

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

1.4 This policy does not form part of any employee's contract of employment.

2. Reimbursement of expenses

2.1 We will reimburse reasonable expenses incurred wholly, properly, necessarily and exclusively in the course of the business of the school or the Trust, in accordance with this policy.

2.2 Any attempt to claim expenses fraudulently or in breach of this policy may result in disciplinary action and may potentially amount to gross misconduct.

2.3 Unless there are exceptional circumstances which necessitate the Trust applying discretion, expenses will only be reimbursed if they are:

- submitted to the School Business Manager of the relevant school on the appropriate claim form; (Individual schools will be responsible for paying their own trustee's mileage expense claim but any Trustee who is not directly linked to a school should submit claims to Ferryhill Business and Enterprise College)
- submitted within 28 days of being incurred;
- supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
- authorised in advance where required, as set out below.

2.4 Claims for authorised expenses submitted in accordance with this policy will be paid by bank transfer or directly into your bank/building society account via payroll within a reasonable period of time and usually during the next available payroll run.

2.5 Any questions about the reimbursement of expenses should be put to your manager, school business manager or your Head Teacher, **before** you incur the relevant costs.

3. TRAVEL EXPENSES

3.1 We will reimburse the reasonable cost of necessary travel in connection with the business of the school or the Trust. The most economic means of travel should be chosen if practicable.

3.2 The following are not treated as travel in connection with the business of the school or the Trust:

- travel between your home and usual place of work.
- travel which is mainly for your own purposes; and
- travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

3.3 Trains - We will reimburse the cost of standard class travel on submission of a receipt with an expense claim form. You should discuss travel arrangements with the Trust in advance

3.4 Taxis - We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expense claim form.

3.5 Car - Where it is cost effective for you to use your car for Trust or school travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from the Trust upon request. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket. If you use your own vehicle for school or Trust purposes, you must ensure that:

- the vehicle is taxed, roadworthy and has a current MOT certificate (if required);
- the vehicle is fully insured for business use (copy to be provided to the school or Trust on request); and
- you hold a current valid driving licence.

3.6 Air travel – On the rare occasion that you may be required to travel by plane in the course of your duties you should discuss travel arrangements with the Trust in advance.

3.7 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

4. Accommodation

4.1 If you are required to stay away overnight in the course of your duties, you should discuss accommodation arrangements with the Trust **in advance**. Accommodation will usually be subject to an upper limit per night and should be authorised in advance by your Head Teacher (and by the CEO in the case of Head Teachers) and best value hotels should be used where practicable.

5. School resources

5.1 Purchases made on behalf of the Trust (for example, perishable classroom materials) must be authorised in advance by the Head Teacher using the claim form and supported by the relevant receipt(s). If prior approval has not been obtained from the Head Teacher the Trust reserves the right not to reimburse any costs incurred as the normal practice should be to use a purchase order and invoice through the Trust in accordance with the Finance Policy rather than purchasing in this way.

2.3 Recruitment and Selection Policy

Part A Recruitment and Selection Policy

1. Introduction

1.1 Recruitment and selection should be approached systematically, ensuring that not only is the most suitable person selected, but that statutory requirements in relation to matters of safeguarding and equality are adhered to.

1.2 This policy has been updated to reflect recent changes in legislation including the latest advice from Keeping Children Safe in Education (KCSIE as amended), the English Language Requirement for Public Sector Workers (the Immigration Act 2016), the General Data Protection Regulations (GDPR) 2018 and The Childcare (Disqualification) and

Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.

2. Safer Recruitment

2.1 It is the responsibility of the Trust Board to prevent people who pose a risk of harm from working with children by adhering to statutory responsibilities to check staff who work with children, taking proportionate decisions on whether to ask for any checks beyond what is required and ensuring volunteers are appropriately supervised.

2.2 Any documentation issued by the School relating to the recruitment and selection process will include an explicit statement about our commitment to safeguarding and promoting the welfare of children that links to the School's Child Protection Policy and Procedures.

3. Scope of the policy

3.1 The policy and procedures will apply to the recruitment and selection of all posts within the Trust.

3.2 Guidance on the recruitment of volunteers is provided at paragraph 24.

4. Recruitment and selection training

4.1 The KCSIE guidance (as amended) refers to the School Staffing Regulations (2009) which require governing bodies of maintained schools to ensure that at least one person on any appointment panel has undertaken safer recruitment training.

5. Reasonable Adjustments for Disabled Job Applicants

5.1 The Trust will ask whether an applicant needs any reasonable adjustments for any part of the recruitment process. Further, if a candidate has indicated a disability on their application form, or the Trust becomes aware of it, or the candidate asks for reasonable adjustments to be made, the School will consider making them.

5.2 In addition, all applicants who consider themselves disabled and who meet the essential criteria of the person specification will be granted an interview.

5.3 It is the responsibility of all of those involved in the recruitment and selection process to ensure that equality legislation is adhered to, and unlawful discrimination is avoided.

6. English Language Requirementf For Public Sector Workers In Customer Facing Roles

6.1 Part 7 of the Immigration Act 2016 creates a duty to ensure that all public authority staff working in customer-facing roles speak fluent English to an appropriate standard. This includes relevant staff working in the School.

7. Disqualification Under the Childcare Act 2006 – Amended Regulations

7.1 The Trust will still need to satisfy themselves that staff working in a relevant setting are themselves not disqualified under the Childcare Act. Further information and guidance on this requirement are provided at Appendix 1.

Part B Recruitment and Selection Procedure

1. Introduction

1.1 The procedure outlined below should be followed for the recruitment and selection for all posts within the Trust.

2. Job Description

2.1 The job description and person specification are essential pre-requisites for effective recruitment and selection. Without these statements showing what the job entails, how and where it fits into the Trust and the personal requirements for it to be performed to a satisfactory standard, no further steps such as advertising or shortlisting should be taken.

3. Preparing Job Descriptions

3.1 It is important that job descriptions are written in sufficiently wide terms to cover not only the work which an employee will undertake immediately upon appointment, but also the range of work which may be involved in the longer term. It is good practice for job descriptions to be reviewed every time a vacant post is to be filled.

3.2 The format of a job description should include:

- job title;
- grade;
- responsible to (i.e., the person to whom the post holder reports);
- responsible for (i.e., staff for whom the post holder is responsible);
- a brief statement of the main purpose or function of a job (preferably in one sentence);
- main job duties (this should be concise and always include provision for “such other duties as may be allocated from time to time, commensurate with the grade of the post” and “the post holder may also be required to undergo training in order to undertake duties of the post in an efficient manner”).

3.3 The job description should also clearly set out the extent of the relationships and contact with children and the degree of responsibility for children that the person will have in the position to be filled.

3.4 It should also include the following paragraphs:

The post holder must carry out his/her duties with full regard to the Trust’s Child Protection, Equalities and other relevant polices in the terms of employment and service delivery to ensure that colleagues are treated, and services delivered in a fair and consistent manner.

That the post holder is required to comply with health and safety policy and systems, report any incidents/accidents/hazards and take pro-active approach to health and safety matters in order to protect both yourself and others.

Any other duties of a similar nature related to the post, which may be required from time to time.

That the post holder will be required to comply with all School policies, including the no smoking policy.

4. Person Specification

4.1 Once the duties of a job have been identified by means of a job description, then the requirements necessary to do the job can be defined in a person specification. A person specification **must** be produced for **all** posts. Any existing specification should be reviewed and amended every time a vacant post is to be filled to take into account any changes to the job.

4.2 Person specifications fulfil a number of purposes, including the following:

- Listing the essential and desirable criteria which will be considered in the selection process;
- Assisting the preparation of job advertisements;
- Enabling prospective applicants to self-select by assessing themselves against the requirements for the job;
- Providing a basis for determining selection methods (e.g., professional tests, interviews etc.);
- Providing a basis for determining core interview questions;

4.3 The person specification also needs to:

- Include the qualifications, experience and any other requirements needed to perform the role in relation to working with children;
- Specify how these criteria will be assessed i.e., the application form, at interview, tests, presentations, references etc. and an Enhanced Disclosure and check of the Children's Barred list via the Disclosure and Barring Service (DBS formerly the CRB), where relevant.

4.4 The requirements of the job should be broken down to those, which are essential, and those, which are desirable. The essential criteria should be the minimum criteria, which a candidate must have to undertake the duties of the post and failure to meet all of the essential criteria will constitute a valid ground for exclusion from a shortlist. Desirable criteria are those which although not essential could enhance job performance. Care should be taken to ensure these do not become subjective. The person specification will specify how the candidate meets each criteria i.e., at interview, application form etc.

4.5 The person specification should ensure that the essential and desirable criteria do not directly or indirectly discriminate on the grounds of any of the protected characteristics contained within the Equalities Act unless an Occupational Requirement can legally justify these. Care must be taken to ensure that only criteria which genuinely affect job performance are included and unnecessary or unjustifiably high standards (particularly

in relation to qualifications and experience) are not included i.e., ones which are over and above those required for the post.

5. Advertising

5.1 The prime purpose of the job advertisement is to attract a suitable number of appropriately qualified people to apply for a vacancy and to achieve this in a cost-effective way. The content of adverts must be factual, non-discriminatory and should include:

- Job title and location;
- Hours of work;
- Description of the job;
- The essential/desirable qualifications, skills, abilities, experience, attitude, and behaviours required for the post;
- The safeguarding requirements, i.e., to what extent will the role involve contact with children and will they be engaging in regulated activity relevant to children;
- The rate of pay/appropriate pay scale for the post including the pro rata salary for part time posts;
- Details of any additional payments or allowances applicable;
- Any career or training opportunities where appropriate;
- Closing date for applications and if known the date of interview;
- Contact details for queries or further information;

5.2 In **addition** to the above adverts for **Teaching** staff should also include:

- The Trust's position on matching existing salaries for Teaching staff and the salary range of the post (in accordance with the Trust's Pay Policy for Teaching Staff)

5.3 The advert should also include:

- The Trust's commitment to safeguarding and promoting the welfare of children and make clear that safeguarding checks will be undertaken;
- The safeguarding responsibilities of the post as per the job description and personal specification; and
- Whether the post is exempt from the Rehabilitation of Offenders Act 1974 and the amendments to the Exceptions Order 1975, 2013, and 2020.

5.4 In accordance with Keeping Children Safe in Education, the school will consider carrying out an online search as part of the due diligence on shortlisted candidates. Where an online check will be carried out, this will be indicated in the advert and/or recruitment pack.

6. Application Pack

6.1 When applying for a post with the Trust all candidates should receive an application pack. This should include: -

- The application form;

- Information and explanatory notes for completion – including closing date for receipt of applications;
- The job description and person specification;
- Relevant information about the Trust, the recruitment process and relevant policy statements in terms of safeguarding, equality and the recruitment of ex-offenders;
- The Child Protection Policy Statement;

6.2 In **addition** to the above application packs for **Teaching** posts should also include:

- The School's Career Stage Expectations;
- The School's Pay Structure and a Statement of how pay progression is linked to performance and annual appraisal;
- The School's position on salary matching and probationary salaries

6.3 Recruitment documentation will clearly specify which jobs are categorised under the Exceptions Order of the Rehabilitation of Offenders Act 1974 and (NI) Exceptions Order 1975 and which posts will be subject to disclosure and vetting via the DBS. It should also be made clear that the personal information provided on application forms will be retained and used in accordance with the General Data Protection Regulations (GDPR) 2018 and other legislative provisions.

6.4 Where an internal candidate is applying for a role that has been advertised externally, they must also complete an application form to provide consistency with other candidates.

6.5 Include in the wording to candidates that online searches may be conducted as part of the shortlisting process

7. Acknowledgement Of Applications

7.1 For reasons of economy, applicants may be informed that acknowledging receipt of their application is only possible if they provide a pre-paid envelope or an e-mail address for this purpose. For similar reasons, it is acceptable to inform applicants they should regard their application as having been unsuccessful should they not be contacted after a certain date.

8. Late Applications

8.1 The advertised closing date for receiving applicants should be carefully set to allow a reasonable time in which potential applicants can respond. Applications received after the closing date has expired should, therefore, not normally be considered. However, there may be some limited cases where an exception can be considered, such as postal service disruptions, or other similar impediments.

9. Short Listing

9.1 After the closing date for the receipt of applications has been reached, a preliminary assessment of all applications is necessary to establish those applicants who are to be interviewed. This should be done by comparing the applications against those elements of the person specification that have been specified as being essential. If, after doing this there are still more potential candidates than could reasonably be interviewed,

applications should then be assessed against the desirable qualities of the person specification. If there are too few suitable candidates, consideration needs to be given to the person specification and the advert to establish if they were too restrictive, alternatively the method of attracting candidates may not have been adequate.

9.2 It is essential that shortlisting is an objective procedure. It may be necessary to demonstrate such objectivity at a later date should a claim be made on discrimination grounds. All records will be retained and used in accordance with the General Data Protection Regulations (GDPR) 2018 and other legislative provisions.

9.3 All candidates should be assessed equally against the criteria in the person specification without exception or variation.

9.4 All applications should be scrutinised carefully to ensure they are fully and properly completed. The information provided needs to be consistent and should not contain any discrepancies. Any gaps in employment should be identified.

9.5 Incomplete applications should not be accepted.

9.6 A shortlisting panel should consist of at least three people, with two being the minimum.

9.7 Panel members are recommended to use a shortlisting pro-forma when undertaking shortlisting.

9.8 The shortlisting panel should be the same individuals as the interviewing panel and all panel members should be involved in both the shortlisting process and the interview;

9.9 Every application form, together with any other supporting documentation, should be seen by all those on the short listing panel;

9.10 The shortlisting panel should work separately when assessing applications and establish their draft shortlist;

9.11 The panel should then meet and agree a final shortlist of applicants to interview;

9.12 Only applicants who, in the opinion of the panel, meet all essential criteria in the person specification should be shortlisted;

9.13 If there are too many applicants who meet the essential criteria, the desirable criteria in the person specification should be considered. The panel can agree the desirable criteria that candidates will be matched against if they do not wish to use all desirable criteria;

9.14 Having shortlisted, a panel may decide that no applicant meets the essential requirements for the post. In this situation the job description and person specification should be reviewed before a decision is made to re-advertise.

9.15 In the event that only one applicant meets the essential requirements for the post, selection may continue as planned, or a decision may be taken to re-advertise. Whichever decision is taken, all shortlisted applicants should be appropriately informed, and advised whether they need to re-apply or not.

9.16 As part of the shortlisting process, the panel will consider carrying out an online search (including social media) as part of their due diligence on the shortlisted candidates. This may help identify any incidents or issues that have happened, and are publicly available online, which the school or college might want to explore with the applicant at interview. Each search for each candidate should follow the same process.

9.17 Where the school has carried out an online search on shortlisted candidates as part of the due diligence, any concerns which arise may be discussed with the applicant at, or prior to the interview stage.

10. Employment History And References

10.1 The purpose of references is to obtain objective and factual information to support appointment decisions, including an applicant's suitability to work with children and young people. It is important to obtain independent professional references that seek objective and justifiable information and not subjective opinion.

10.2 The School will seek two written references, one of which will be from the current or most recent employer and wherever possible at least one should be from a previous role where the applicant worked with children and/or young people.

10.3 Ideally, references should be sought on all short-listed candidates, including internal ones, and obtained prior to interview. This allows issues to be explored with the referee in advance and with the candidate at interview. Any job offer will be subject to receipt of satisfactory references. In accordance with the Equality Act information asking about sickness absence and health should not be included on reference requests, this information will be picked up for the successful candidate at the pre-employment health screening stage.

10.4 A copy of the job description and person specification should be included with reference requests.

10.5 On receipt, references should be checked to ensure that all specific questions have been answered satisfactorily. The referee should be contacted to provide further clarification as appropriate, for example if the answers are vague. They should also be compared for consistency with the information provided by the candidate on their application form.

10.6 Any information about past disciplinary action or allegations should be considered carefully when assessing the applicant's suitability for the post.

10.7 All reference requests will ask:

- About the referee's relationship with the candidate i.e., if it is a working relationship, how long has the referee been working with the applicant and in what capacity;
- Whether the referee is satisfied that the applicant has the ability and is suitable to undertake the job in question, specific comments about applicant's suitability for the post and how s/he has demonstrated that s/he meets the person specification;
- Confirmation of details relating to the applicant's post and salary;
- Specific verifiable comments about the applicant's performance history and conduct;
- Details of any **live** disciplinary procedures/suspension to which the applicant is subject;

- Details of any substantiated allegations or concerns that have been raised with the candidate that relate to the safety and welfare of children and young people and/or their behaviour towards children and young people. Allegations which were proven to be false, unsubstantiated or malicious should not be included in an employer references. A history of repeated concerns or allegations which have all been found to be false, unsubstantiated or malicious should also not be included in any reference.
- In addition to all of the above reference requests for Teaching posts will also ask for details of any non-health capability procedures, to which the applicant has been subject to within the last two years and the outcome;
- A reference pro form should be used for all posts in order to ensure consistency.

10.8 Referees should be mindful that:

- They have a responsibility to ensure that the reference is accurate and does not contain any material misstatement or omission;
- Any relevant factual content of the reference may be discussed with the applicant;
- A candidate can ask to see information held about them – for example interview notes and references, or the full personal file if the candidate already works for the organisation. The Information Commissioner's Office at www.ico.org.uk has further information.

11. Invitation To Interview Letter

11.1 The letter should include the relevant arrangements for the interview, i.e., the arrangements, directions to the venue and panel membership. Applicants should also be asked if they have any special requirements for the interview i.e., assistance with access etc.

11.2 It should also remind candidates how the interview will be conducted and the areas it will explore and should include details of the selection methods to be used i.e., children's panel, presentation and what facilities will be available on the day e.g., laptop, projector etc.

11.3 All candidates should be asked to bring their current driving license or passport (including a photograph), or full birth certificate, plus other documents i.e., a utility bill or financial statement showing the candidate's current name and address and any documentation relating to a change in name, where appropriate, for verification. The letter should stress that the identity of the successful candidate will be checked thoroughly and that they will be required to complete an Enhanced Disclosure with Barred List application (where appropriate).

11.4 Shortlisted candidates will be asked to complete a self-declaration of their criminal record or information that would make them unsuitable to work with children.

11.5 Candidates will also be asked to bring documents confirming any educational or professional qualifications relevant to the post and specified as essential or desirable (if used in shortlisting) on the person specification.

11.6 A copy of any documents used to verify the successful candidate's identity and qualifications will be kept on the personal file.

12. The Selection Process

12.1 The selection process will assess the merits of each candidate against the job requirements and explore their suitability to work with children. The selection process for people who will work with children will always include a face-to face interview (potentially virtual), even if there is only one candidate.

12.2 The interviewing panel will normally consist of at least three people and in some cases, e.g., for senior or specialist posts, a larger panel which may include the CEO / Trustee might be appropriate.

12.3 Where appropriate, pupils/students should be involved in the recruitment process in a meaningful way.

12.4 The members of the panel will have the necessary authority to make decisions about the appointment in accordance with the Trust's scheme of delegation. Appointment of Headteachers will need to be ratified by the Board of Trustees.

12.5 Panel members will meet before the interviews to:

- agree the assessment criteria in the person specification;
- agree the questions and key responses that are expected in advance from which the panel will not deviate. The questions will be based on the criteria in the person specification, exploring candidate's skills and asking for examples of experience of working with children which are relevant to the role. The questions should include finding out what attracted the candidate to the post being applied for and their motivation for working with children;
- agree the issues to be explored with each candidate at interview based on information provided (especially any gaps in employment history and any concerns/discrepancies arising from the information provided by the candidate or his/her referee);
- agree which panel member will ask each question and that notes will be taken by all panel members to act as a record;
- agree the scoring criteria against which the candidates will be assessed.

13. Scope Of The Interview

13.1 In addition to assessing and evaluating the applicant's suitability for the particular post, the interview panel should also explore:

- Gaps in the candidate's employment history; and
- Concerns or discrepancies arising from the information provided by the candidate and/or a referee.

13.2 The interviews should be used to explore potentials areas of concern to determine the applicant's suitability to work with children. Areas that may be concerning and lead to further probing include:

- Implication that adults and children are equal;
- Lack of recognition and/or understanding of the vulnerability of children;

- Inappropriate idealisation of children;
- Inadequate understanding of appropriate boundaries between adults and children; and
- Indicators of negative safeguarding behaviours.

13.3 The panel should also ask the candidate if they wish to declare anything in light of the requirement for a DBS Disclosure.

13.4 Pupil involvement, or observing short listed candidates' interaction with pupils, is common and recognised good practice. i.e., asking candidates to teach a lesson, arranging for pupils to show candidates around the School (accompanied) or allowing pupils to meet short-listed candidates.

14. Determining Teachers' Salaries On Appointment

14.1 The Trust will determine the salary range for the vacancy prior to advertising it, with reference to the School's pay structure/policy. On appointment the starting salary will be determined for the successful candidate taking into account;

- The Equality Act, Equal Pay Act and other relevant employment legislation;
- The nature of the post;
- The School's Career Stage Expectations for the post;
- The School's position on matching existing salaries for Teaching staff;
- Market conditions and any recruitment/ retention or additional allowances to be attached to the post;
- The wider school context;
- Further advice is available from the School's HR Partner.

15. Rejection Letters

15.1 Unsuccessful applicants should receive a courteous letter/email thanking them for their interest in the post and the time they made available during the appointment process. Alternatively, the unsuccessful candidates can be spoken to by a member of the Panel at the conclusion of the interview process.

16. Conditional Offer Of Appointment: Pre Employment Checks

16.1 Any job offer must be conditional based on the following:

- receipt of at least two satisfactory references (to confirm the successful applicant's previous employment history and experience);
- verification of the successful applicant's identity, best practice is checking the name on their birth certificate, where this is available;
- verification that the successful candidate has the academic or vocational qualifications that where specified as essential or desirable criteria on the job specification. If the successful candidate cannot produce original documents or certified copies, written confirmation of his or her relevant qualifications must be obtained from the awarding body;
- verification of the successful candidate's professional status where required e.g., QTS status, NPQH (National Professional Qualification for Headship); The Teacher

Services' system will be used to verify any award of qualified teacher status (QTS), and the completion of teacher induction or probation;

- obtaining (via the applicant) an enhanced DBS certificate (including barred list information, for those who will be engaging in regulated activity);
- obtaining a separate barred list check if an individual will start work in regulated activity before the DBS certificate is available;
- verification that the candidate's mental and physical fitness to carry out their work responsibilities. A job applicant can be asked relevant questions about disability and health in order to establish whether they have the physical and mental capacity for the specific role; in line with the Equality Act and requirement to consider reasonable adjustments for a disabled applicant;
- checks to confirm the right to work in the UK, including EU nationals;
- if the person has lived or worked outside the UK, make any further checks the school or college consider appropriate;
- a prohibition check, to see if a teacher has been issued with a prohibition or interim prohibition order. This can be carried out using the Teachers Services/Employer Access Online Service.
- a check that the person is not the subject of a suspension or conditional order imposed by the GTCE (prior to abolition) that is still current;
- if working in a relevant setting confirmation that the person is not disqualified under the Child Care Act 2006. Please refer to Appendix 1 for further information.
- for individuals undertaking a management position, a check conducted via The Teaching Regulation Agency (TRA), for a Section 128 direction which prohibits or restricts a person from taking part in the management of an independent school, including academies and free school.

17. Individuals Who Have Lived Or Worked Outside The UK

17.1 Individuals who have lived or worked outside the UK will undergo the same checks as all other staff. In addition, the Trust will make any further checks they think appropriate so that any relevant events that occurred outside the UK can be considered. Overseas checks should be undertaken for individuals who have lived/worked overseas for 3 months or more in the last 10 years. It is the individual's responsibility to obtain a Certificate of Good Conduct. Further information can be obtained from www.safeguardinghandbook.co.uk/overseas and Gov.uk.

17.2 These checks could include, where available:

- criminal records checks for overseas applicants - Home Office guidance can be found on GOV.UK; and for teaching positions
- obtaining a letter (via the applicant) from the professional regulating authority in the country (or countries) in which the applicant has worked confirming that they have not imposed any sanctions or restrictions, and or that they are aware of any reason why they may be unsuitable to teach. Applicants can find contact details of regulatory bodies in the EU/EEA and Switzerland on the Regulated Professions database. Applicants can also contact the UK Centre for Professional Qualifications who will signpost them to the appropriate EEA regulatory body.

17.3 **Where available**, such evidence can be considered together with information obtained through other pre-appointment checks to help assess their suitability.

17.4 **Where this information is not available** the Trust will seek alternative methods of checking suitability and or undertake a risk assessment that supports informed decision making on whether to proceed with the appointment.

17.5 Although sanctions and restrictions imposed by another regulating authority do not prevent a person from taking up teaching positions in England, the Trust will consider the circumstances that led to the restriction or sanction being imposed when considering a candidate's suitability for employment.

17.6 Following the UK's exit from the EU, the Trust will 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.

18. DBS Certificates/Disclosure

18.1 The level of DBS certificate required, and whether a check for any prohibition, direction, sanction, or restriction is required will depend on the role that is being offered and duties involved.

18.2 The DBS will only issue a certificate to the individual and it is therefore the responsibility of the School to verify that the certificate is valid once it has been received. An Update Service has also been launched which allows individuals to subscribe to the service and re-use their DBS certificate for the same level and type of roles. Schools can also access the service for free, with the individual's permission, and check the status of the certificate online.

18.3 For all posts where a DBS certificate is required the School must ensure that they see the certificate once the individual has received it and check that the certificate is valid.

18.4 Where an enhanced DBS certificate is required, it must be obtained from the individual before, or as soon as practicable after, the person's appointment.

18.5 A job offer can be withdrawn if the results of DBS checks/and or other pre-employment checks show anything that would make the individual unsuitable for the post that they have been offered.

18.6 Trustees are required to have an enhanced criminal records certificate from the DBS. It is the responsibility of the Trust Board to apply for the certificate for any of their Trustees who does not already have one. Governance is not a regulated activity and so Trustees do not need a barred list check unless, in addition to their governance duties, they also engage in regulated activity.

18.7 Where trainee teachers are fee-funded, it is the responsibility of the initial teacher training provider to carry out the necessary checks. The School should obtain written confirmation from the provider that it has carried out all pre-appointment checks

18.8 All checks should be:

- Followed up where they are unsatisfactory, or where there are discrepancies in the information provided;

- Recorded, retained and used in accordance with the General Data Protection Regulations (GDPR) 2018 and other legislative provisions.

19. Single Central Record

19.1 The School will maintain a Single Central Record which will cover all staff, including teacher trainees on salaried routes, supply staff (who work at the Trust, even if they work for one day), and Trustees.

19.2 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 must 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. Identification checking guidelines can be found on the GOV.UK website;
- a barred list check;
- an enhanced DBS check/certificate;
- a prohibition from teaching check, where required;
- a section 128 check for Trustees, where required;
- further checks on people who have lived or worked outside the UK (this would include recording checks for those European Economic Area (EEA) teacher sanctions and restrictions).
- a check of professional qualifications, where required; and
- a check to establish the person's right to work in the United Kingdom.

19.3 For supply staff, the Trust must also 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 certificate check has been provided in respect of the member of staff.

19.4 Whilst there is no statutory duty to include on the single central record details of any other checks, schools are free to record any other information they deem relevant. For example, checks for childcare disqualification, volunteers, and safeguarding and safer recruitment training dates. The Trust may also record the name of the person who carried out each check.

19.5 The single central record can be kept in electronic form.

19.6 Any concerns about an applicant's suitability to work with children, must be reported to the police and/or the Department for Education (DFE) and the Disclosure and Barring Service (DBS).

20. Risk Assessments

20.1 The Trust recognises that there may be some limited and exceptional occasions when it is appropriate for an employee or volunteer to start in post prior to the return of the DBS certificate.

20.2 In cases where this is this is appropriate, the Trust must ensure that a DBS application form has been completed for the person concerned and submitted to the DBS, if required for the post they have been appointed to. The Trust should ensure that all other pre-employment checks are satisfactory and that appropriate supervision arrangements are in place for the individual until a satisfactory disclosure is received, taking into account the duration, frequency and nature of contact with children. The DBS certificate must be verified by the Trust once the individual has received it.

20.3 In addition, the Trust should complete a risk assessment, which will document the above measures and any other deemed necessary for the period that the disclosure is pending.

20.4 When a positive disclosure is identified on a Disclosure and Barring certificate, a risk assessment must be used when considering candidates with offences for positions working with children.

21. Probationary Period

Non-Teaching Staff

21.1 Appointments of new non-Teaching staff are subject to a probationary period, normally of six months. Confirmation of the appointment is subject to satisfactory completion of this probationary period, which may in certain circumstances be extended by the Academy

Early Career Teaching Staff

21.2 Early career teachers are required to undergo an induction period of supported development where performance against the Teaching Standards is assessed. The induction period is the equivalent of two school years, after which a recommendation is made on whether induction has been satisfactorily completed.

22. Induction

22.1 The Trust will provide an induction programme for all newly appointed staff and volunteers, including teaching staff, regardless of previous experience. This is in addition to the statutory induction period required for newly qualified Teaching Staff. The purpose of induction is to:

- Provide training and information about the School's policies and procedures;
- Support individuals in a way that is appropriate for the role for which they have been engaged;
- Confirm the conduct expected of staff within the School
- Provide opportunities for a new member of staff or volunteer to discuss any issues or concerns about their role or responsibilities; and
- Identify any concerns or issues about the person's ability or suitability at the outset and address them immediately.

22.2 In accordance with KCSIE (as amended) all staff should be aware of systems within the School which support safeguarding, and these should be explained to them as part of staff induction. This should include:

- the child protection policy;
- the behaviour policy;
- the staff behaviour policy (sometimes called a code of conduct);
- the safeguarding response to children who go missing from education; and
- the role of the designated safeguarding lead (including the identity of the designated safeguarding lead and any deputies).

22.3 Copies of policies and a copy of part one of the KCSIE (as amended) document should be provided to staff at induction.

22.4 **All staff** should receive appropriate safeguarding and child protection training which is regularly updated. In addition, all staff should receive safeguarding and child protection updates (for example, via email, e-bulletins and staff meetings), as required, and at least annually, to provide them with relevant skills and knowledge to safeguard children effectively.

22.5 All staff should be aware of their local early help process and understand their role in it.

22.6 All staff should be aware of the process for making referrals to children's social care and for statutory assessments under the Children Act 1989, especially section 17 (children in need) and section 47 (a child suffering, or likely to suffer, significant harm) that may follow a referral, along with the role they might be expected to play in such assessments.

22.7 All staff should know what to do if a child tells them he/she is being abused or neglected. Staff will know how to manage the requirement to maintain an appropriate level of confidentiality. This means only involving those who need to be involved, such as the designated safeguarding lead (or a deputy) and children's social care. Staff will never promise a child that they will not tell anyone about a report of abuse, as this may ultimately not be in the best interests of the child.

23. VOLUNTEERS

23.1 A **supervised** volunteer who regularly teaches or looks after children is not in regulated activity. The government has published statutory guidance on the supervision of activity with children, which is regulated activity when unsupervised, which is published on Gov.uk.

23.2 Under no circumstances should a volunteer in respect of whom no checks have been obtained be left unsupervised or allowed to work in regulated activity.

23.3 Volunteers who on an unsupervised basis teach or look after children regularly or provide personal care on a one-off basis in School, will be in regulated activity. The Trust will obtain an enhanced DBS certificate (which should include barred list information) for all volunteers who are new to working in regulated activity. Existing volunteers in regulated activity do not have to be re-checked if they have already had a DBS check (which includes barred list information). However, the Trust may conduct a repeat DBS

check (which should include barred list information) on any such volunteer should they have concerns.

23.4 There are certain circumstances where schools and colleges may obtain an enhanced DBS certificate, not including barred list information, for volunteers who are not engaging in regulated activity. This is set out in DBS workforce guides, which can be found on Gov.uk. Employers are not legally permitted to request barred list information on a supervised volunteer as they are not considered to be engaged in regulated activity.

23.5 The Trust will undertake and record a risk assessment and use their professional judgment and experience when deciding whether to seek an enhanced DBS check for any volunteer not engaging in regulated activity. In doing so we will consider:

- the nature of the work with children;
- what the School knows about the volunteer, including formal or informal information offered by staff, parents and other volunteers;
- whether the volunteer has other employment or undertakes voluntary activities where referees can advise on suitability; and
- whether the role is eligible for an enhanced DBS check.

23.6 The DBS cannot provide barred list information on any person, including volunteers, who are not in, or seeking to enter, regulated activity.

24. Agency/Supply Workers

24.1 Supply staff directly employed by the Trust will be subject to the same safer recruitment practices as other staff.

24.2 Where the individual is employed through an agency, written confirmation will be made with the supply agency that the relevant checks have been carried out and that they are satisfactory **before** the supply worker starts to work at the School.

24.3 The DBS check carried out on the supply worker will be checked to see if it contains any disclosed information. Where the agency or organisation has obtained an enhanced DBS certificate which has disclosed any matter or information, or any information was provided to the employment business, the School **must** obtain a copy of the certificate from the agency.

24.4 Checks will be made to ensure the person who is supplied by the Agency is actually the person they have referred by carrying out identity checks (i.e., birth cert, driving licence, passport, evidence of address).

25. Contractors

25.1 The Trust will ensure that contractors who provide services to them that give rise to contact with children/young people carry out appropriate checks. The contractor is responsible for ensuring that sub-contractors also follow the same procedures.

25.2 All contractors must provide a list of direct employees and those of any subcontractors before they start work on site.

25.3 Under no circumstances should a contractor in respect of whom no checks have been obtained be allowed to work unsupervised or engage in regulated activity. The School are responsible for determining the appropriate level of supervision depending on the circumstances.

25.4 If a contractor is self-employed, the Trust 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.

25.5 The Trust will always check the identity of contractors and their staff on arrival.

26. Visitors

26.1 Visitors will be required to sign in and out of the Trust and a member of staff or an appropriately vetted volunteer whilst on the premises will escort them.

26.2 DBS Disclosures are not required for visitors who will only have supervised contact with children on an ad hoc or irregular basis for short periods of time, or secondary pupils undertaking voluntary work or work experience in other Schools. This also applies to:

- Visitors who have business with the Head Teacher or other staff, or who have brief contact with children with a member of staff present;
- Visitors or contractors who come on site only to carry out emergency repairs or to service equipment and who would not be expected to be left unsupervised on School premises;
- Volunteers or parents who only accompany staff and children on one-off outings or trips that do not involve overnight stays, or who only help at specific one-off events (e.g., a sports day, school fete, open day etc.);
- Secondary pupils on Key Stage 4 work experience in other schools etc.; secondary pupils undertaking work in another school as part of voluntary service etc., Key Stage 5 or 6th form pupils (although the School is responsible for ensuring that each pupil is suitable for the placement in question);
- People on site before or after School hours, or when children are not present e.g., local groups who hire premises for community or leisure activities, cleaners who only come into the School after the children have gone home, or before they arrive;

27. Extended Schools/Academies

27.1 Where services or activities are provided by the School, which are directly under the supervision or management of the School staff, the same arrangements for appointments, recruiting and vetting checks and record keeping will apply (i.e., for staff and volunteers).

27.2 Where a third party is responsible for running the services or is using the School site, there should be clear lines of accountability and written agreements setting out who is responsible for carrying out recruitment and vetting checks on staff and volunteers.

27.3 The written agreement should set out the respective responsibilities of the Trust Board and those of the provider or group in terms of health and safety, recruitment and vetting checks.

27.4 Child and user safety is paramount. Providers will need to demonstrate that they have effective procedures, training and vetting arrangements for their staff, appropriate child/adult ratios and contingency arrangements in place for emergencies or unexpected occurrences.

28. Pupils Staying With Host Families (Homestay)

28.1 The School quite often make arrangements for their pupils to have learning experiences where, for short periods, the pupil may be provided with care and accommodation by a host family to whom they are not related. This might happen, for example, as part of a foreign exchange visit or sports tour, often described as 'homestay' arrangements (see Appendix 2 for further details).

2.4 Disciplinary Procedure

1. About This Procedure

1.1 A high standard of discipline is essential for the efficient and orderly conduct of all schools within the Trust and for the safety and well-being of its entire staff.

1.2 This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.

1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

1.4 The Head Teacher/CEO has the delegated responsibility and authority to take disciplinary action up to and including dismissal. Any appeal would be held by a panel of Academy Councillors, not previously involved in the disciplinary process.

1.5 The Trust has overall responsibility for this policy, including keeping it under review.

1.6 This procedure does not form part of any employee's contract of employment.

1.7 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager or the Head Teacher as soon as possible

2. Minor Misconduct

2.1 Minor conduct issues can often be resolved informally between you and your manager or the Head Teacher. These discussions should be held in private and without undue delay whenever there is cause for concern. 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 disciplinary hearings. In some cases, an informal verbal or written warning may be given (often termed as a management letter of advice), which will not form part of your disciplinary records.

2.2 Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

3. Confidentiality

3.1 Our aim is to deal with disciplinary 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 an investigation or disciplinary matter.

3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should

remain confidential (for example occasions where the witness may be deemed to be vulnerable, or where there is a fear of retaliation).

4. Investigations

4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

4.2 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.

4.3 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

4.4 In some cases of alleged misconduct, we may need to suspend you from work on full pay while we carry out the investigation or disciplinary procedure (or both). Suspension will not be a knee-jerk reaction and where practicable it shall be made following an initial discussion with you and shall include consideration of the seriousness of the concerns and allegations raised and whether there is a potential risk that the ongoing process may be unduly prejudiced or inappropriately influenced by you remaining at work. Prior to confirming suspension, the Trust will consider whether there are any alternatives which would avoid the need for suspension. Should suspension be deemed appropriate then the period of suspension will be for no longer than is necessary to investigate the allegations. The Trust will confirm the arrangements in writing. While suspended you should not visit the school where you work or any Trust premises unless authorised to do so in writing; or contact any of our pupils, parents, suppliers, contractors or staff, unless authorised to do so in writing. Suspension is not considered to be disciplinary action.

5. Criminal Allegations And Referrals

5.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

5.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

5.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

5.4 The Trust has an obligation to refer matters of concern to the LADO, Teacher Regulation Authority and or DBS, as appropriate based on the specific facts of any allegation.

6. The Disciplinary Hearing

6.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- a summary of relevant information gathered during the investigation;
- a copy of any relevant documents which will be used at the disciplinary hearing; and
- 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.

6.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually 10 days, to prepare your case based on the information we have given you.

7. Right to be accompanied

7.1 You may bring a companion to any investigation meeting, disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. (No other categories of representative will be allowed to attend). You must inform the Head Teacher of the name of your chosen companion in good time before the meeting or hearing.

7.2 Your companion may address the investigation meeting, disciplinary hearing or appeal hearing to put and sum up your case, and confer with you, but may not answer any questions on your behalf.

7.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

7.4 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) if this will help overcome a disability, or if you have difficulty understanding English.

8. Procedure at a disciplinary hearing

8.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing. 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.

8.2 The hearing will be chaired by the Head Teacher, the CEO or Trustees. The Investigating Officer and HR support may also be present.

8.3 We will open the proceedings by:

- stating the purpose of the hearing;
- introducing all present;
- saying how the hearing will be conducted;
- confirming that all have the same documentation;
- confirming the number and names of witnesses attending on both sides;
- asking for any points of clarification to be stated;
- reading the disciplinary allegations;
- asking each side to present their case and ensuring that all presentations, evidence and questions are relevant and questioned if any area is unclear.

8.4 We will then proceed to hear the case. You will be able to respond and present any evidence of your own.

8.5 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. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise. Witnesses may be called by either party, and it is the responsibility of those calling witnesses to make clear what evidence the witness will bring to the matter so that appropriate and relevant questions may be asked. In exceptional circumstances specific arrangements may be made, such as agreeing questions in advance if the matter is highly sensitive.

8.6 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

8.7 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

9. Disciplinary Action And Dismissal

9.1 The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

9.2 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

9.3 **Stage 1: First written warning**. Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.

9.4 **Stage 2: Final written warning**. In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.

9.5 **Stage 3: Dismissal or other action**. You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below.

9.6 We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

10. The Effect Of A Warning

10.1 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

10.2 A first written warning will usually remain active for 6 months and a final written warning will usually remain active for 12 months.

10.3 In exceptional cases verging on gross misconduct a final written warning may state that it will remain active for a period which is longer than 12 months. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently, we may decide to extend the active period.

10.4 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

11. Appeals

11.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the Trust within one week of the date on which you were informed of the decision.

11.2 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.

11.3 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, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.

11.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be seven days after you receive the written notice.

11.5 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 impartially.

11.6 The appeal hearing will be conducted impartially and wherever possible by a more senior employee who has not been previously involved in the case, or where appropriate

a committee of Trustees (not previously been involved in the case) from the Trust. The Investigating Officer and or HR support and or the Head Teacher and or Trustees who conducted the disciplinary hearing may also usually be present.

11.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

11.8 Following the appeal hearing we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different lesser penalty.
- 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.

12. Gross misconduct

12.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice the business of the Trust or the school where you work, or reputation or irreparably damage the working relationship and trust between us.

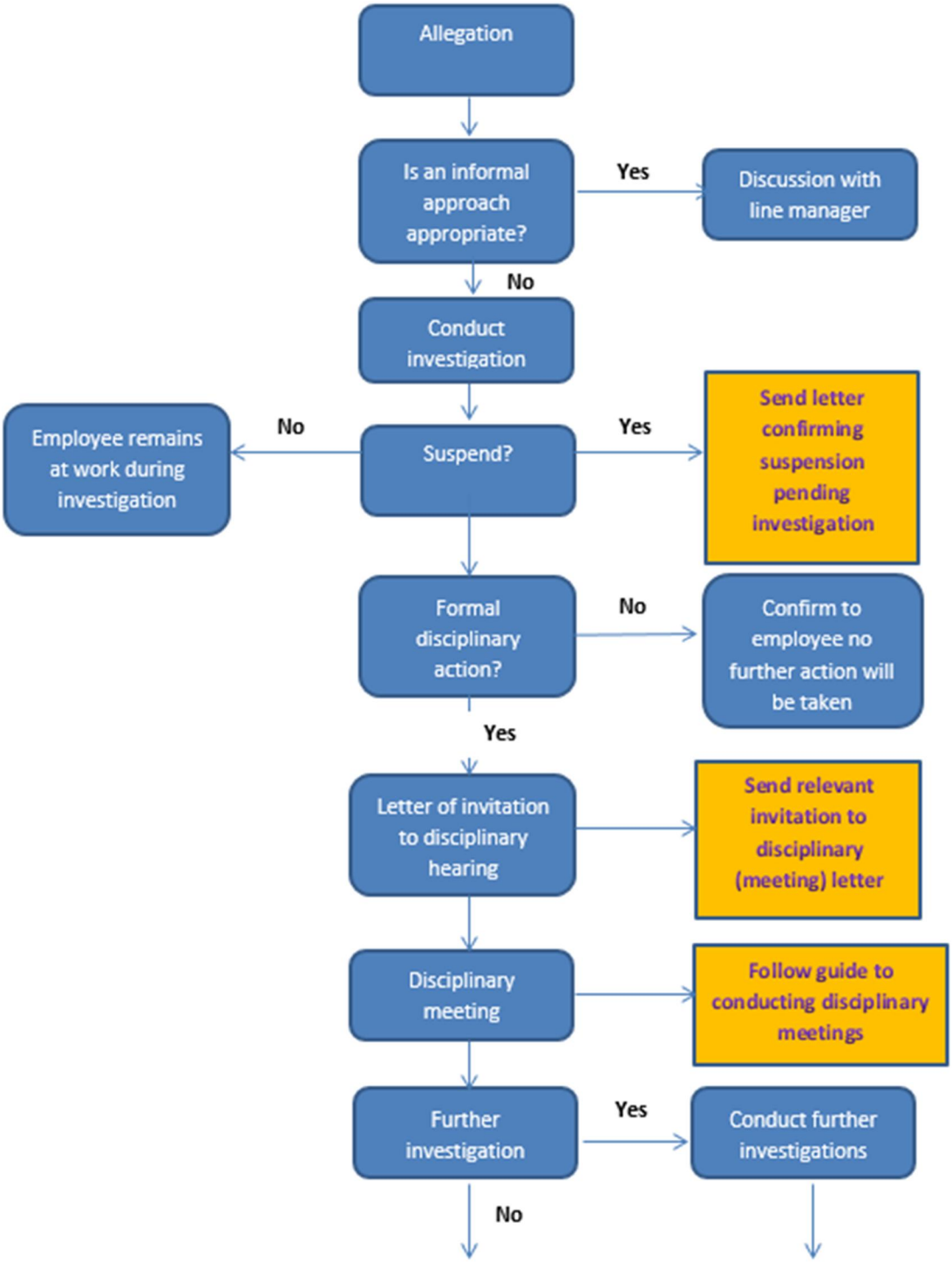
12.2 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

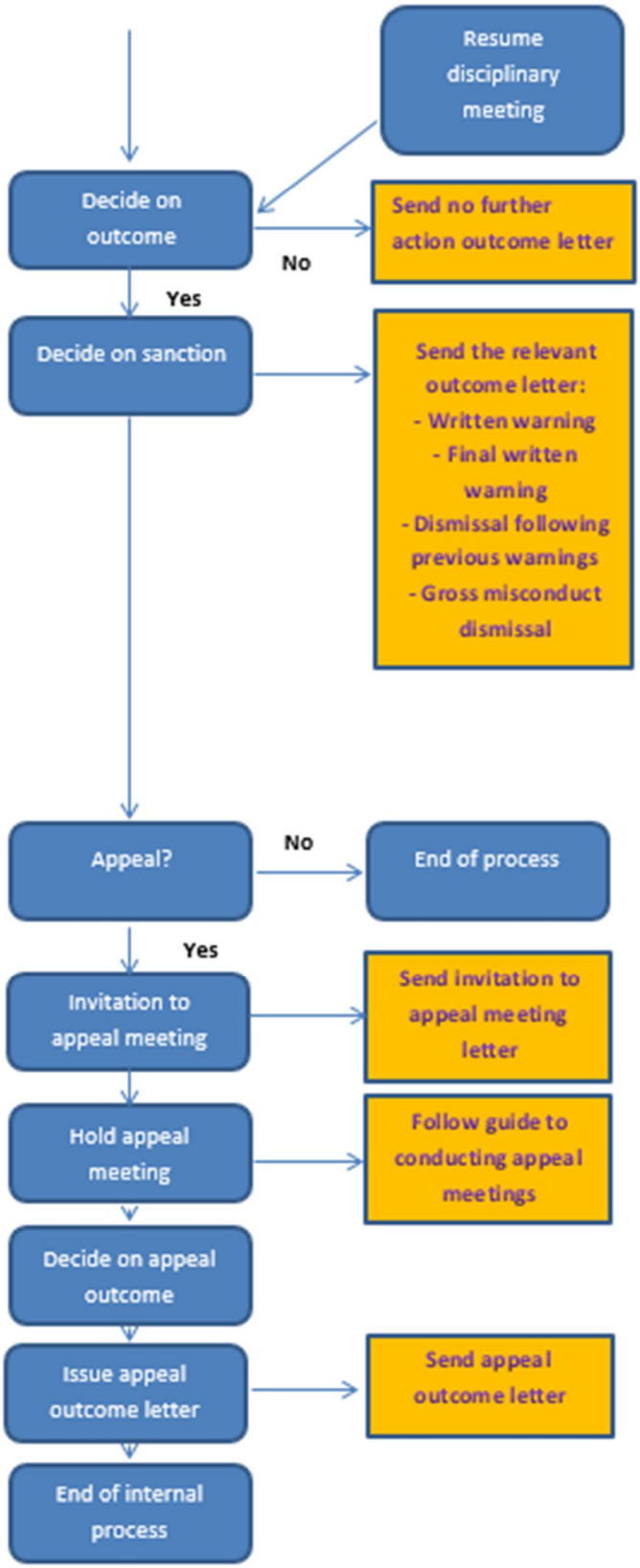
12.3 The following are examples of matters that are normally regarded as gross misconduct, This list is intended as a guide and is not exhaustive.

- Deliberate falsification of any document including documents relating to the right to work, DBS, your qualifications or your qualified teacher status;
- stealing, theft, dishonesty or fraud;
- fighting, physical violence or bullying (actual or threatened);
- bullying, abusive or threatening behaviour;
- deliberate and serious damage to property;
- deliberate and serious misuse of the organisation's property or name;
- deliberately accessing internet sites containing pornographic, offensive or obscene material during work time or using equipment which belongs to the Trust;
- deliberate accessing any internet sites which contains child pornography;
- serious insubordination;
- unlawful discrimination or harassment;
- bringing the organisation into serious disrepute;
- serious incapability at work brought on by alcohol or illegal drugs, subject to the Trust's substance misuse policy (see section 4.3 below);
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety rules;
- a serious breach of confidence;
- serious wilful neglect of duty;
- placing students at risk of harm;
- improper disclosure of confidential information;
- knowingly aiding and abetting a disciplinary offence by a colleague;

- serious professional misconduct;
- making false or malicious statements about other employees Academy Councillors or trustees; and
- smoking on school premises.

Disciplinary Procedure Flowchart


Allegation
Is an informal approach appropriate?
Yes
Discussion with line manager
No
Conduct investigation
Employee remains at work during investigation
No
Suspend?
Yes
Send letter confirming suspension pending investigation
Formal disciplinary action?
No
Confirm to employee no further action will be taken
Yes
Letter of invitation to disciplinary hearing
Send relevant invitation to disciplinary (meeting) letter
Disciplinary meeting
Follow guide to conducting disciplinary meetings
Further investigation
Yes
Conduct further investigations
No


Resume disciplinary meeting
Decide on outcome
Send no further action outcome letter
No
Yes
Decide on sanction
Send the relevant outcome letter:
- Written warning
- Final written warning
- Dismissal following previous warnings
- Gross misconduct dismissal
Appeal?
No
End of process
Yes
Invitation to appeal meeting
Send invitation to appeal meeting letter
Hold appeal meeting
Follow guide to conducting appeal meetings
Decide on appeal outcome
Issue appeal outcome letter
Send appeal outcome letter
End of internal process

2.5 Grievance Procedure

1. About this procedure

1.1 It is our policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.

1.2 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. In cases where a former employee raises a grievance after employment is terminated the Trust is not obliged to follow this policy.

1.3 The Trust has overall responsibility for this policy, including keeping it under review.

1.4 This procedure does not form part of any employee's contract of employment.

2. Raising a grievance

2.1 Issues that could cause grievances may include:

- terms and conditions of employment;
- health and safety;
- work relations;
- bullying and harassment;
- new working practices;
- working environment at your school;
- organisational change; and
- discrimination.

2.2 This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure as set out in this handbook.

2.3 We operate a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.

2.4 If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with your manager or the Head Teacher as soon as possible.

2.5 Written grievances will be placed on your personnel file along with a record of any decisions taken and any notes or other documents compiled during the grievance process.

3. Raising Grievances Informally

3.1 Most grievances can be resolved quickly and informally through discussion with your manager or the Head Teacher. If you feel unable to speak to your manager or Head Teacher, for example, because the complaint concerns him or her, then you should speak informally to the CEO or Chair of the Trust, whose contact details are at the end of this policy. If this does not resolve the issue, you should follow the formal procedure below.

4. Formal Written Grievances

4.1 If your grievance cannot be resolved informally you should put it in writing and submit it to your manager or the Head Teacher, indicating that it is a formal grievance. If the grievance concerns the Head Teacher, you should submit it to the CEO, whose contact details are at the end of this policy.

4.2 The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved, witnesses and the resolution you are seeking. In some situations, we may ask you to provide further information in writing.

5. Investigation

5.1 It may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The investigation may be carried out by your manager or the Head Teacher or someone else appointed by the Trust.

5.2 You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.

5.3 We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases, we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases, we will hold a further grievance meeting with you after our investigation and before we reach a decision.

6. Right to be accompanied

6.1 You may bring a companion to any grievance meeting or appeal meeting under this procedure. The companion may be either a trade union representative or a colleague. You must tell the person holding the grievance meeting who your chosen companion is, in good time before the meeting.

6.2 At the meeting, your companion may make representations to us and ask questions but should not answer questions on your behalf. You may talk privately with them at any time during the meeting.

6.3 Acting as a companion is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a companion.

6.4 If your chosen companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

6.5 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) if this will help overcome a disability, or if you have difficulty understanding English.

7. Grievance meetings

7.1 We will arrange a grievance meeting as soon as is reasonably practicable after receipt of your written grievance (depending on school holidays).

7.2 You and your companion (if any) should make every effort to attend grievance meetings. If you or your companion cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree an alternative time.

7.3 The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.

7.4 After an initial grievance meeting, we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.

7.5 We will write to you, usually within one week of the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person.

8. Appeals

8.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the Trust, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

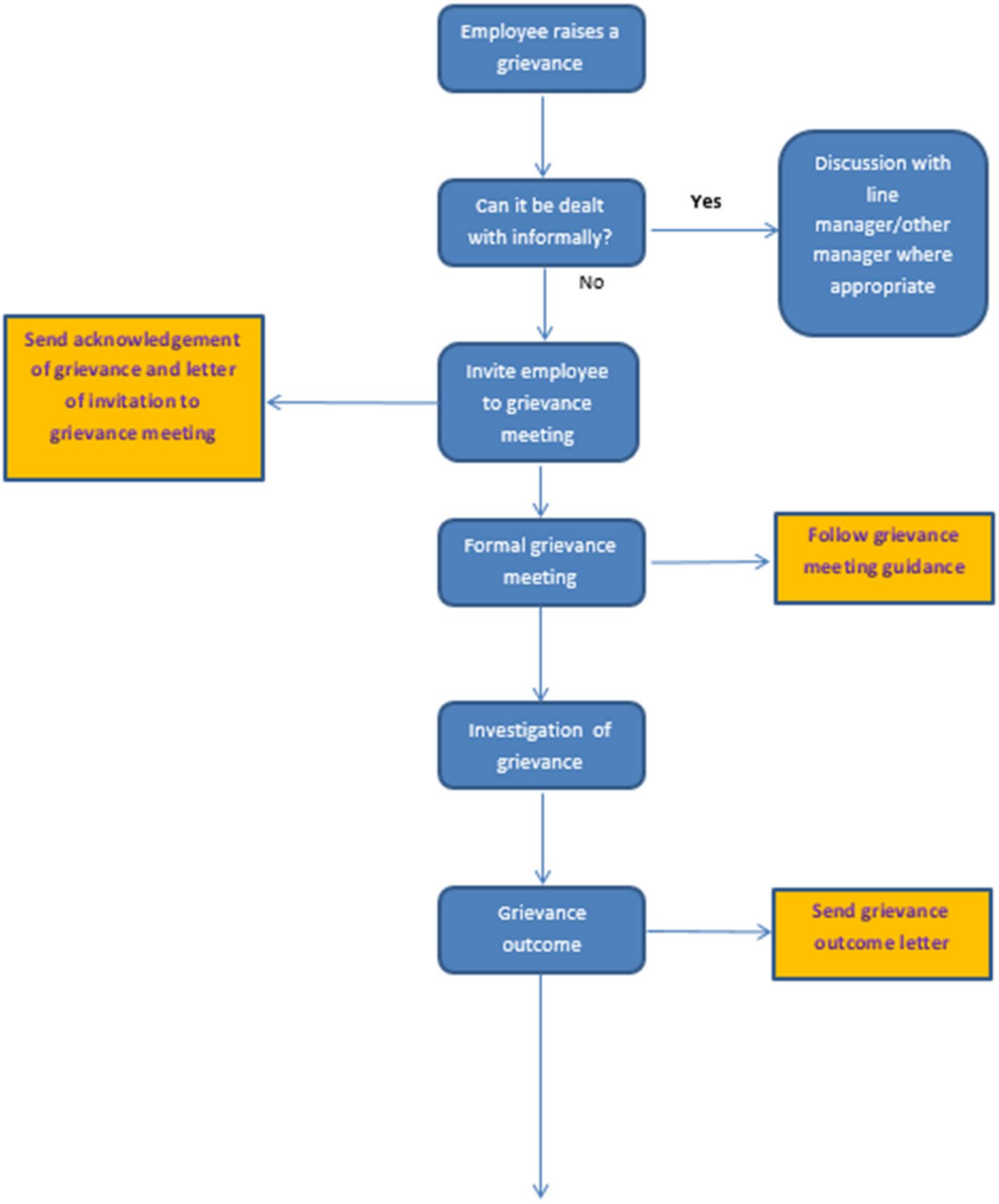
8.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior employee who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a companion to the appeal hearing.

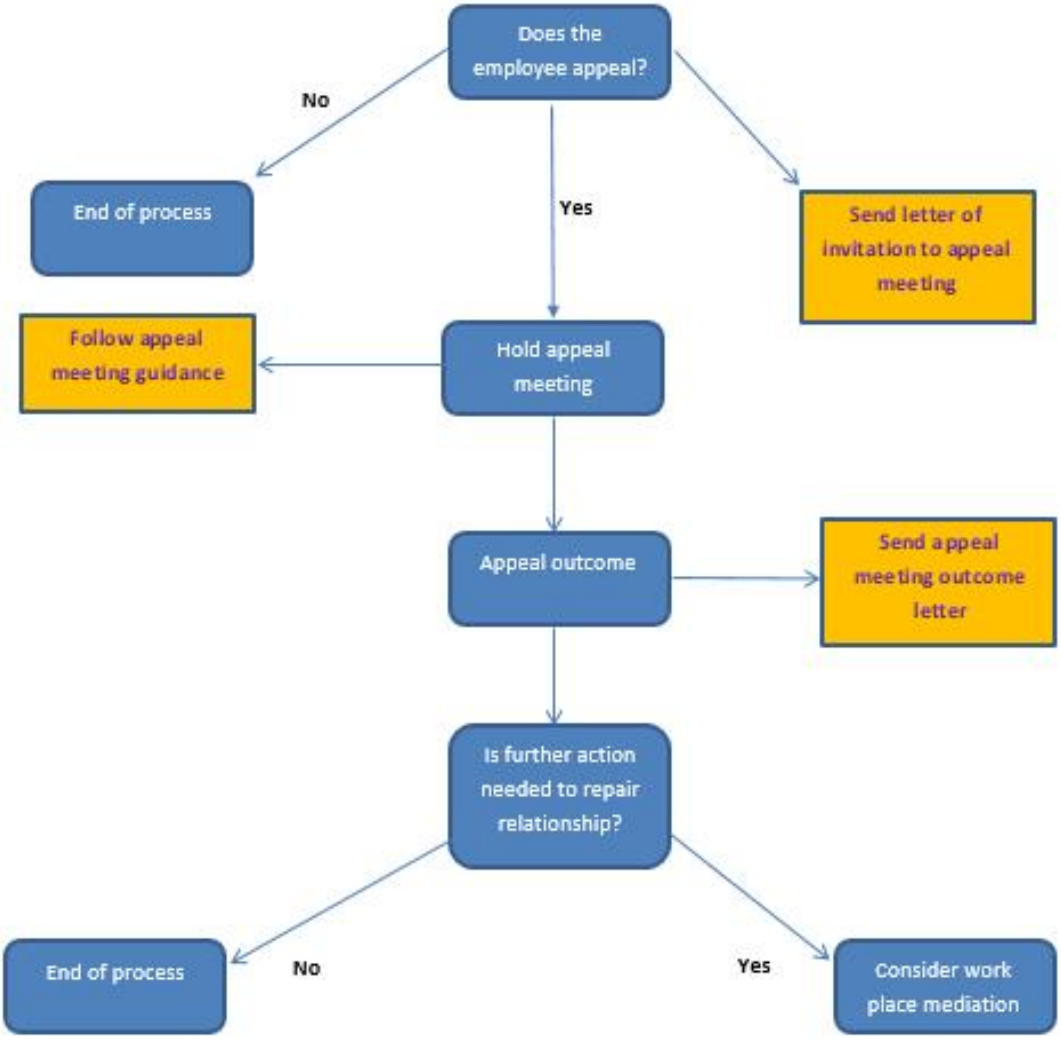
8.3 We will confirm our final decision on the outcome of your appeal in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

9. Contacts

CEO	Mr K Brennan Email: kbr@ferryhill.school
Chair of the Trust	Mr Garry Stout (email via Mrs Susan Forster sfo@ferryhill/school

Grievance Procedure Flowchart


Employee raises a grievance
Can it be dealt with informally?
Yes
Discussion with line manager/other manager where appropriate
No
Send acknowledgement of grievance and letter of invitation to grievance meeting
Invite employee to grievance meeting
Formal grievance meeting
Follow grievance meeting guidance
Investigation of grievance
Grievance outcome
Send grievance outcome letter


Does the employee appeal?
No
Yes
End of process
Send letter of invitation to appeal meeting
Follow appeal meeting guidance
Hold appeal meeting
Appeal outcome
Send appeal meeting outcome letter
Is further action needed to repair relationship?
End of process
No
Yes
Consider work place mediation

2.6 Anti-harassment and Bullying Policy

1. About This Policy

1.1 We are committed to providing a working environment in all schools within the Trust which is free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

1.2 This policy covers harassment or bullying which occurs when working within your school, and out of the workplace, such as on school trips or at school-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as parents, suppliers or visitors to our premises.

1.3 The Trust has overall responsibility for this policy, including keeping it under review.

1.4 This policy does not form part of any employee's contract of employment.

2. What Is Harassment?

2.1 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.

2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

2.3 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. Harassment is unacceptable even if it does not fall within any of these categories.

2.4 Harassment may include, for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- offensive e-mails, text messages or social media content;
- mocking, mimicking, or belittling a person's disability.
- 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.

3. What Is Bullying?

3.1 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.

3.2 Bullying can take the form of physical, verbal and non-verbal conduct. For example, bullying may include: physical or psychological threats, overbearing and intimidating levels of supervision, inappropriate derogatory remarks about someone's performance.

3.3 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.

4. If You Are Being Harassed Or Bullied

4.1 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 manager or Head Teacher, who can provide confidential advice and assistance in resolving the issue formally or informally.

4.2 Consideration will be given to mediation between parties to settle a complaint. This will be subject to the agreement of all parties.

4.3 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

4.4 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. 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. We will consider whether any steps are necessary to manage any on-going relationship between you and the person accused during the investigation.

4.5 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a pupil, parent, visitor, or member of the public, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any on-going working relationship between you and the person concerned.

5. Protection And Support For Those Involved

5.1 Staff who make complaints 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.

6. Record-Keeping

6.1 Information about a complaint by or about an employee may be placed on the employee's 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 Data Protection Policy and in accordance with the Data Protection Act 2018.

2.7 Managing Allegations Against Staff

1. Introduction

1.1 This Statement of Procedure follows the DfE Statutory Guidance Keeping Children Safe in Education Part four: Allegations made against/concerns raised in relation to teachers and other staff which is available from SharePoint.

1.2 It is about managing cases of allegations that might indicate that a person is unsuitable to continue to work with children in their present position, or in any capacity. It will be used in respect of all cases where it is alleged that an employee or volunteer, or a person with permission to be on the premises or carrying out any activity on behalf of The Trust 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 would pose a risk of harm to children, or
- Behaved or may have behaved in a way that indicates they may not be suitable to work with children

1.3 This will include allegations involving any type of abuse or neglect, including inappropriate relationships with pupils, grooming behaviour of any kind, possession of indecent photographs or images of children and other offences under the Sexual Offences Act 2003.

1.4 Any allegation of abuse will be dealt with as quickly as possible, in a fair, consistent and thorough way that provides effective protection for the child or children and at the same time deals fairly with the person who is the subject of the allegation.

2. Communicating The Procedures

2.1 All members of the senior management team and the designated safeguarding lead with responsibility for child protection have a responsibility to ensure that all employees know about and understand paragraph 3 below.

2.2 In accordance with the DfE Statutory Guidance, all employees should also read at least Part one of Keeping Children Safe in Education, which contains safeguarding information for all employees.

2.3 All members of the senior management team and the designated safeguarding lead have a responsibility to be familiar with the Statutory Guidance in its entirety.

3. Duties And Responsibilities Of The Case Manager

3.1 The duties and responsibilities of the Case Manager are as described in Keeping Children Safe in Education Part four: Allegations made against/concerns raised in relation to teachers and other staff.

3.2 A “case manager” will lead any investigation. This will be either the Head Teacher or, where the Head Teacher is the subject of an allegation, the Chief Executive Officer or Chair of the Board of Trustees.

4. Immediately Reporting An Allegation

4.1 Everyone who comes into contact with children and their families has a role to play in safeguarding children. If you have a concern that a person (as described in paragraph 1.2 above) may have behaved inappropriately or you have received information that may constitute an allegation or a low-level concern you must:

- Report the facts to the Case Manager as soon as possible. All concerns will be listened to and managed appropriately; do not withhold information however trivial it may seem
- In the absence of the Case Manager you must report the matter to the most senior person available who will carry out the Case Manager’s duties in their absence. If the allegation concerns the Case Manager, then the matter must be reported to the Chair of the Board of Trustees
- Make a signed and dated written record of your concerns, observations or the information you have received and give it to the Case Manager straight away
- Maintain strict confidentiality.

4.2 You must not:

- Attempt to deal with the situation yourself
- Make assumptions, offer alternative explanations or diminish or embellish the seriousness of the behaviour or alleged incidents
- Keep the information to yourself or promise confidentiality
- Take any action that might undermine any investigation or disciplinary procedure, such as disclosing confidential information, interviewing the alleged victim or potential witnesses, or informing the alleged perpetrator or parents/carers.

4.3 In the event that an adult has found themselves in a situation which could be misinterpreted, might appear compromising to others, and/or on reflection they believe they have behaved in such a way that they consider falls below the expected professional standards the adult should self-refer this to those with designated safeguarding responsibilities. The Trust is committed to creating an environment where staff are encouraged and feel confident to self-refer.

4.4 The contact details for the Case Manager are available from the CEO or Headteachers.

5. Low Level Concerns

5.1 A low-level concern is any concern – no matter how small, and even if no more than causing a sense of unease or a ‘nagging doubt’ - that an adult working in or on behalf of the Trust may have acted in a way that:

- is inconsistent with the staff code of conduct,
- including inappropriate conduct outside of work; and
- does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LADO.

- Examples of such behaviour could include, but are not limited to:
- being over friendly with children;
- having favourites;
- taking photographs of children on their mobile phone;
- engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or,
- using inappropriate sexualised, intimidating or offensive language.

5.2 Low level concerns will be dealt with in accordance with Part Four of Keeping Children Safe in Education.

5.3 Where concerns are raised the Head Teacher will collect as much evidence as possible, this will usually involve speaking:

- directly to the person who raised the concern, unless it has been raised anonymously;
- to the individual involved and any relevant witnesses.

5.4 The information collected will help to categorise the type of alleged behaviour and determine whether any further action needs to be taken.

5.5 All low-level concerns will be recorded in writing. The record will include details of the concern, the context in which the concern arose, and any action taken. The name of the individual sharing their concern(s) will also usually be noted, if the individual wishes to remain anonymous then that should be respected as far as reasonably possible.

5.6 Records of low-level concerns raised will be retained until the individual leaves their employment/in accordance with the Trust's document retention schedule

6. Allegations Of Abuse Made Against Staff

6.1 This section of this policy applies to all cases in which it is alleged that a current member of staff or volunteer has:

- Behaved in a way that has harmed a child, or may have harmed a child, or
- Possibly committed a criminal offence against or related to a child, or
- Behaved towards a child or children in a way that indicates he or she would pose a risk of harm to children.

6.2 In accordance with Keeping Children Safe in Education (as amended) the responsibility to manage allegations against staff is now extended to supply teachers and the Trust will ensure all allegations against supply teachers are dealt with appropriately and in line with this policy.

6.3 It applies regardless of whether the alleged abuse took place in the Trust. Allegations against a teacher who is no longer teaching and historical allegations of abuse will be referred to the police.

6.4 We will deal with any allegation of abuse against a member of staff or volunteer very quickly, in a fair and consistent way that provides effective child protection while also supporting the individual who is the subject of the allegation.

6.5 Our procedures for dealing with allegations will be applied with common sense and judgement.

7. Suspension

7.1 Suspension will not be the default position and will only be considered in cases where there is reason to suspect that a child or other children is/are at risk of harm, or the case is so serious that it might be grounds for dismissal. In such cases, we will only suspend an individual if we have considered all other options available and there is no reasonable alternative.

7.2 Based on an assessment of risk, we will consider alternatives such as:

- Redeployment within the Trust so that the individual does 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 individual to alternative work in the Trust so that they do not have unsupervised access to children
- Moving the child or children to classes where they will not come into contact with the individual, making it clear that this is not a punishment and parents have been consulted
- Temporarily redeploying the individual to another role in a different location, for example to an alternative Academy or other work for the Trust.

8. Procedure For Dealing With Allegations

8.1 In the event of an allegation that meets the criteria above, the 'case manager' – will take the following steps:

- Immediately discuss the allegation with the designated officer at the local authority. This is to consider the nature, content and context of the allegation and agree a course of action, including whether further enquiries are necessary to enable a decision on how to proceed, and whether it is necessary to involve the police and/or children's social care services. (The case manager may, on occasion, consider it necessary to involve the police before consulting the designated officer – for example, if the accused individual is deemed to be an immediate risk to children or 6 there is evidence of a possible criminal offence. In such cases, the case manager will notify the designated officer as soon as practicably possible after contacting the police)
- Inform the accused individual of the concerns or allegations and likely course of action as soon as possible after speaking to the designated officer (and the police or children's social care services, where necessary). Where the police and/or children's social care services are involved, the case manager will only share such information with the individual as has been agreed with those agencies
- Where appropriate (in the circumstances described above), carefully consider whether suspension of the individual from contact with children at the Trust is justified or whether alternative arrangements such as those outlined above can be put in place. Advice will be sought from the designated officer, police and/or children's social care services, as appropriate

8.2 If immediate suspension is considered necessary, agree and record the rationale for this with the designated officer. The record will include information about the alternatives to suspension that have been considered, and why they were rejected. Written confirmation of the suspension will be provided to the individual facing the allegation or concern within 1 working day, and the individual will be given a named contact at the Trust and their contact details

8.3 If it is decided that no further action is to be taken in regard to the subject of the allegation or concern, record this decision and the justification for it and agree with the designated officer what information should be put in writing to the individual and by whom, as well as what action should follow both in respect of the individual and those who made the initial allegation

8.4 If it is decided that further action is needed, take steps as agreed with the designated officer to initiate the appropriate action in the Trust and/or liaise with the police and/or children's social care services as appropriate

8.5 Provide effective support for the individual facing the allegation or concern, including appointing a named representative to keep them informed of the progress of the case and considering what other support is appropriate. Support available is through recognised unions. Staff members can also be supported by a colleague without a conflict of interest. The Trust also has access to occupational health services and staff can access counselling services upon request.

8.6 Inform the parents or carers of the child/children involved about the allegation as soon as possible if they do not already know (following agreement with children's social care services and/or the police, if applicable). The case manager will also inform the parents or carers of the requirement to maintain confidentiality about any allegations made against teachers (where this applies) while investigations are ongoing. Any parent or carer who wishes to have the confidentiality restrictions removed in respect of a teacher will be advised to seek legal advice

8.7 Keep the parents or carers of the child/children involved informed of the progress of the case and the outcome, where there is not a criminal prosecution, including the outcome of any disciplinary process (in confidence)

8.8 Make a referral to the DBS where it is thought that the individual facing the allegation or concern has engaged in conduct that harmed or is likely to harm a child, or if the individual otherwise poses a risk of harm to a child.

9. Definitions For Outcomes Of Allegation Investigations

- **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
- **False**: there is sufficient evidence to disprove the allegation
- **Unsubstantiated**: there is insufficient evidence to either prove or disprove the allegation (this does not imply guilt or innocence)
- **Unfounded**: to reflect cases where there is no evidence or proper basis which supports the allegation being made

10. Reporting To Other Parties

10.1 We will inform Ofsted of any allegations of serious harm or abuse by any person living, working, or looking after children at the premises (whether the allegations relate to harm or abuse committed on the premises or elsewhere), and any action taken in respect of the allegations. This notification will be made as soon as reasonably possible and always within 14 days of the allegations being made.

10.2 If the Trust is made aware that the secretary of state has made an interim prohibition order in respect of an individual, we will immediately suspend that individual from teaching, pending the findings of the investigation by the Teaching Regulation Agency.

10.3 Where the police are involved, wherever possible the Trust will ask the police at the start of the investigation to obtain consent from the individuals involved to share their statements and evidence for use in the Trust's disciplinary process, should this be required at a later point.

11. Timescales

11.1 Investigations should be conducted promptly and with a sense of urgency however each individual case could vary in timescales due to a number of reasons including the nature, seriousness and complexity of the allegation. Below are target timescales as set out in the KCSIE guidelines:

- Any cases where it is clear immediately that the allegation is unsubstantiated or malicious will be resolved within 1 week
- If the nature of an allegation does not require formal disciplinary action, we will institute appropriate action within 3 working days
- If a disciplinary hearing is required, the timescales from the Trust's Disciplinary Policy will be followed.

12. Specific Actions

Action following a criminal investigation or prosecution

12.1 The case manager will discuss with the local authority's designated officer whether any further action, including disciplinary action, is appropriate and, if so, how to proceed, taking into account information provided by the police and/or children's social care services.

Conclusion of a case where the allegation is substantiated

12.2 If the allegation is substantiated and the individual is dismissed or the Trust ceases to use their services, or the individual resigns or otherwise ceases to provide their services, the case manager and the Trust's HR partner will discuss with the designated officer whether to make a referral to the DBS for consideration of whether inclusion on the barred lists is required.

12.3 If the individual concerned is a member of teaching staff, the case manager and personnel adviser will discuss with the designated officer whether to refer the matter to the Teaching Regulation Agency to consider prohibiting the individual from teaching.

Individuals returning to work after suspension

12.4 If it is decided on the conclusion of a case that an individual who has been suspended can return to work, the case manager will consider how best to facilitate this.

12.5 The case manager will also consider how best to manage the individual's contact with the child or children who made the allegation, if they are still attending the Academy.

Unsubstantiated or malicious allegations

12.6 If an allegation is shown to be deliberately invented, or malicious, the Head Teacher, or other appropriate person in the case of an allegation against the Head Teacher, will consider whether any disciplinary action is appropriate against the staff or pupil(s) who made it, or whether the police should be asked to consider whether action against those who made the allegation might be appropriate, even if they are not a pupil.

13. Confidentiality

13.1 The Trust will make every effort to maintain confidentiality and guard against unwanted publicity while an allegation is being investigated or considered.

13.2 The case manager will take advice from the local authority's designated officer, police and children's social care services, as appropriate, to agree:

- Who needs to know about the allegation and what information can be shared
- How to manage speculation, leaks and gossip, including how to make parents or carers of a child/children involved aware of their obligations with respect to confidentiality
- What, if any, information can be reasonably given to the wider community to reduce speculation
- How to manage press interest if, and when, it arises

14. Record-Keeping

14.1 The case manager will maintain clear records about any case where the allegation or concern meets the criteria above and store them on the individual's confidential personnel file for the duration of the case. Such records will include:

- A clear and comprehensive summary of the allegation
- Details of how the allegation was followed up and resolved
- Notes of any action taken, and decisions reached (and justification for these, as stated above) If an allegation or concern is not found to have been malicious, the Trust will retain the records of the case on the individual's confidential personnel file and provide a copy to the individual.

14.2 Where records contain information about allegations of sexual abuse, we will preserve these for the Independent Inquiry into Child Sexual Abuse (IICSA), for the term of the inquiry. We will retain all other records at least until the individual has reached normal pension age, or for 10 years from the date of the allegation if that is longer.

14.3 The records of any allegation that is found to be malicious will be deleted from the individual's personnel file.

15. References

15.1 When providing employer references, we will not refer to any allegation that has been proven to be false, unsubstantiated or malicious, or any history of allegations where all such allegations have been proven to be false, unsubstantiated or malicious.

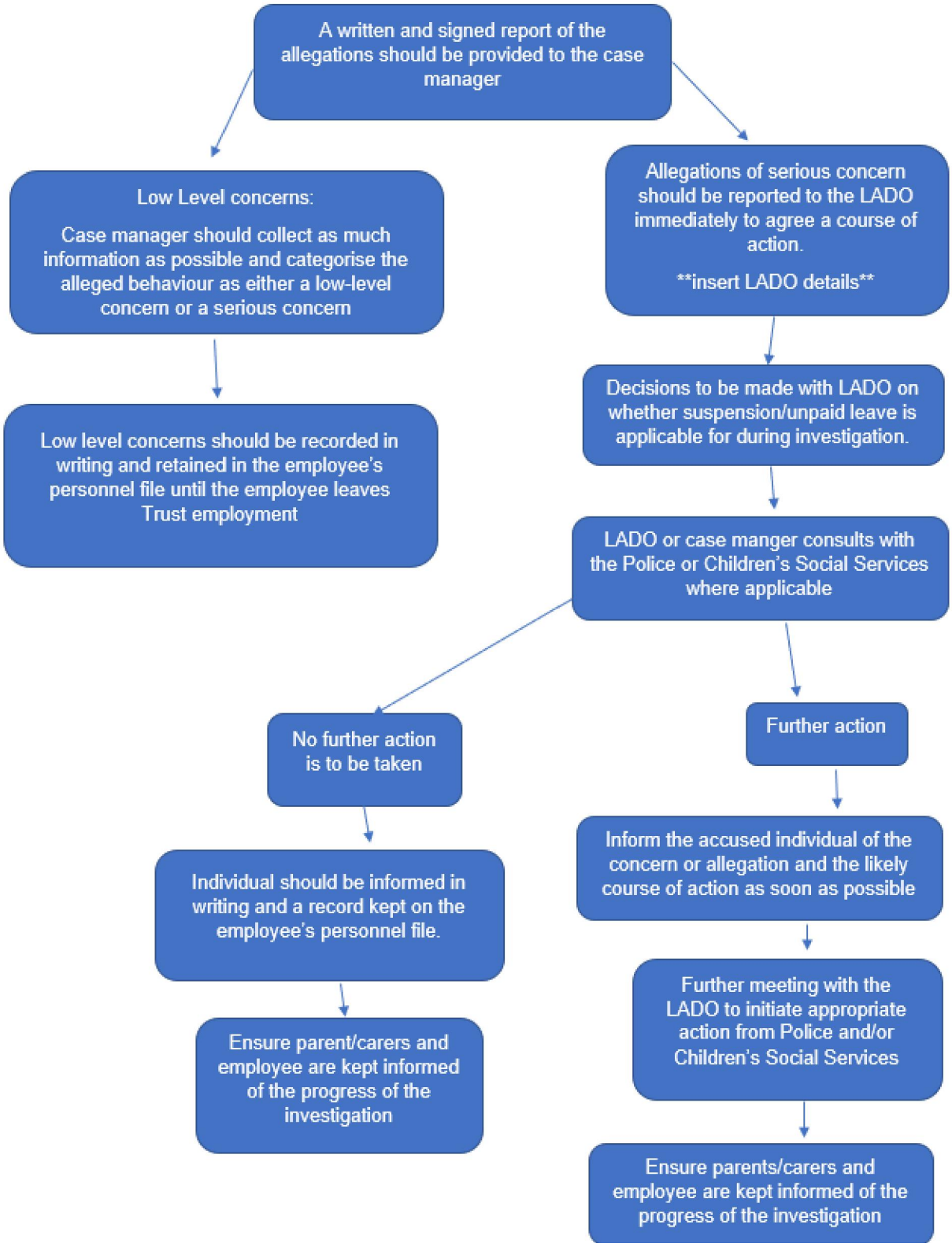
16. Learning Lessons

16.1 After any cases where the allegations are substantiated, we will review the circumstances of the case with the local authority's designated officer to determine whether there are any improvements that we can make to the Trust's procedures or practice to help prevent similar events in the future.

16.2 This will include consideration of (as applicable):

- Issues arising from the decision to suspend the member of staff
- The duration of the suspension
- Whether or not the suspension was justified
- The use of suspension when the individual is subsequently reinstated. We will consider how future investigations of a similar nature could be carried out without suspending the individual

An allegation should be reported to the case manager and recorded to make a signed record



2.8 Anti-corruption and Bribery Policy

1. About this policy

1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

1.2 Any employee who knowingly breaches this policy may face disciplinary action, which could result in summary dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

1.3 The Trust has overall responsibility for this policy, including keeping it under review.

1.4 This policy does not form part of any employee's contract of employment. It will be reviewed regularly.

2. Who must comply with this policy?

2.1 This policy applies to all persons working or providing services at any school within the Trust or on our behalf in any capacity, including employees at all levels, directors, trustees, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

3. What is bribery?

3.1 Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

3.2 Bribery includes offering, promising, giving, accepting or seeking a bribe.

3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager or Head Teacher.

3.4 Specifically, you must not:

- give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- accept any offer from a third party that you know, or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
- give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.

3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4. Gifts and hospitality

4.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services. Academy representatives and staff may accept the following gifts/ hospitality without the need to seek the prior written approval of the Head Teacher or the Trust and without having to formally register such receipt:

- courtesy hospitality at business lunches/dinners or attendance in an official capacity at a public function;
- incidental promotional gifts such as calendars, diaries or pens;
- receipt of small items from parents, children, suppliers or contractors as expressions of gratitude such as boxes of chocolate or individual bottles of drink (at a value of less than £25)

4.2 Generally, gifts should only be given to pupils as part of the agreed rewards system, which may include small value items such as stickers and certificates.

4.3 Staff are not permitted to give the pupils birthday cards or presents unless the child is a family member or related to a close personal friend. This is to maintain a professional distance and to avoid any accusations of favouritism.

4.4 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process). The following are examples of offers of gifts/ hospitality which should be refused by staff:

- Gifts of money (not including donations to the school);
- Free membership or subscriptions e.g., Sports club;
- Foreign travel unless a specific element of a business, academic or research approved in advance in writing by the Head Teacher;
- Free goods, services or equipment which are normally provided by a supplier to the school at a charge;
- Invitations to children's/ parents parties unless the invitation is from a family member or a close personal friend. This is to maintain a professional working relationship rather than being seen a friend.

4.5 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in the name of the Trust, not your personal name.

4.6 Promotional gifts of low value such as branded stationery may be given to or accepted from existing suppliers and business partners.

5. Record-keeping

5.1 You must declare and keep a written record of all hospitality or gifts given or received over a value of £25. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

6. How to raise a concern

6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must report it in accordance with our Whistleblowing Policy as soon as possible.

7. Purchase of Alcohol

7.1 The purchase of gifts/alcohol using public funds is prohibited under the Trust's Code of Conduct.

2.9 Appraisal Policy

1. Purpose

1.1 This policy sets out the framework for:

- A clear and consistent assessment of the overall performance of employees covered by the Appraisal Policy
- Supporting their development within the context of the School's plan for improving educational provision and performance
- The standards expected of employees in their respective roles
- The arrangements that will apply if employees fall below the levels of competence that are expected of them

1.2 This policy does not form part of any employee's contract of employment, and it may be amended at any time following consultation. We may also vary any parts of this procedure, including any time limits, as appropriate in any case.

2. Application Of The Policy

2.1 The policy is in two separate sections.

- Part A of the policy, which covers appraisal, applies to all teachers, including the Chief Executive Officer and Head Teachers, and all support staff employed by the School. The only exceptions are those on contracts of less than one term, those teachers undergoing induction (i.e., ECTs), those support staff subject to a probationary period and those who have been transferred to Part B of the policy.

2.2 Part B of the policy, which sets out the formal capability procedure, applies to all employees of the School (including the Chief Executive Officer and Head Teachers). Concerns about the employee's performance will have been identified under the appraisal process, but the employee has been unable to address these to a satisfactory standard.

Part A – Appraisal

3. Appraisal

3.1 The Appraisal Policy in this Trust will be a supportive and developmental process designed to ensure that all employees identified by the policy have the skills and support they need to carry out their role effectively. It will help to ensure that all employees are able to continue to improve their professional/employment practice and to develop in their respective roles.

4. The Appraisal Period

4.1 The appraisal period will run for twelve months from 1 September to 31 August.

4.2 Employees 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 review period will be determined by the duration of their contract, and an individual teacher's objectives should take account of the length of contract.

4.3 Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

4.4 There is some flexibility to have a longer or shorter appraisal period when teachers begin or end employment with a School or Local Authority or when unattached teachers change post within the same authority.

5. Appointing Appraisers

5.1 The Chief Executive Officer will be appraised by the Trust Board, supported by a suitably skilled and/or experienced external adviser who has been appointed by the Trust Board for that purpose.

5.2 The task of appraising the Chief Executive Officer, including the setting of objectives, will be delegated to a sub-group consisting of three members of the Trust Board.

5.3 The Chief Executive Officer will decide who will appraise other employees covered by the policy. This will be notified to employees annually.

6. Setting Objectives

6.1 The Chief Executive Officer's objectives will be set by the Trust Board after consultation with the external adviser. The Trust has a duty to have regard to the work-life balance of the Chief Executive Officer and objectives will reflect this.

6.2 Objectives for each employee covered by the policy will be set before, or as soon as practicable after, the start of each appraisal period. The objectives set will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the employee's role and level of experience. Objectives will not be based on externally generated data and predictions, or solely on the assessment data for a single group of pupils. Objectives will be set in relation to robust assessment data. However, these will not be used in isolation and other factors will also be considered. The appraiser and employee will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. Objectives may be revised if circumstances change.

6.3 The objectives set for each employee will, if achieved, contribute to the School's plans for improving the School's educational provision and performance and improving the educational opportunities of pupils at that School. This will be ensured by quality assuring all objectives against the School improvement plan.

7. Overall Performance Of Teachers

7.1 Before, or as soon as practicable after, the start of each appraisal period, a teacher will be informed of the standards against which that teacher's performance in that appraisal period will be assessed. Each teacher will be assessed against the set of standards contained in the document called "Teachers' Standards" published in July 2011 and any subsequent amendment thereof.

7.2 The Head Teacher or Trust Board (as appropriate) will need to consider whether certain teachers should also be assessed against other sets of standards published by the Secretary of State that are relevant to them.

8. Reviewing Performance

Observation

8.1 This School believes that observation of classroom practice and other responsibilities for teachers, and support staff who support teachers in the classroom, is important to:

- Assess performance to identify any particular strengths and areas for development
- Gain useful information which can inform School improvement more generally
- Enable colleagues to learn from each other and collaborate.

8.2 All observation will be carried out in a supportive fashion and not add unduly to workload. These will be in accordance with an observation protocol determined by the Head Teacher following consultation with the employee to whom it applies.

8.3 Teachers' performance will be regularly observed, but the amount and type of classroom observation will depend on the individual circumstances of the employee and the overall needs of the School.

8.4 Classroom observation of teachers will be carried out by senior or middle managers with QTS.

8.5 Employees who have responsibilities outside the classroom should also expect to have their performance of those responsibilities observed and assessed.

Support Staff

8.6 Support staff appraisal will focus on the job description of the employee and the expected standards of performance will be made clear by the appraiser.

Drop Ins

8.7 In addition to formal observation, the Head Teacher or other leaders with responsibility for teaching standards, may "drop-in" to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained. The length and frequency of "drop-in" observations will vary depending on specific circumstances.

8.8 All "drop-ins" will be carried out in accordance with a protocol determined by the Head Teacher following consultation with the staff to whom it applies.

Development And Support

8.9 Appraisal is a supportive process which will be used to inform continuing professional development. The Trust wishes to encourage a culture in which all employees take responsibility for improving their performance through appropriate development.

8.10 Teachers' professional development will be linked to School improvement priorities and to the ongoing professional development needs and priorities of individual teachers.

9. Feedback

9.1 Employees will receive constructive feedback on their performance throughout the year, and as soon as practicable after an observation has taken place, or other evidence has come to light. Feedback will highlight particular areas of strength as well as any areas that need attention.

9.2 Where there are concerns about any aspects of the employee's performance, the appraiser will meet with the employee to:

- Give clear feedback about the areas of concern
- Give the employee the opportunity to comment and discuss the concerns, establish the likely causes of poor performance and identify any training needs/support needed (e.g., coaching, monitoring, structured observation)
- clarify the required standards and agree any support (e.g., coaching, mentoring, structured observations), that will be provided to help address those specific concerns
- Make clear how, and by when, the appraiser will review progress

- If it is appropriate to revise objectives, it will be necessary to allow sufficient time for improvement
- Explain the implications and process if no, or insufficient, improvement is made (e.g., that performance may be managed under the formal capability procedure and the impact on pay progression for teachers
- The amount of time will reflect the seriousness of the concerns; explain the implications and process if no, or insufficient, improvement is made

9.3 When progress is reviewed, if the appraiser is satisfied that the employee has made, or is making, sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed though that process.

9.4 The appraiser will keep a note of any concerns, the support given and the review judgement. A copy of this note will be given to the employee. (See 11.6 below). If required, this will inform any decision on transition to the capability procedure.

10. Transition To Capability

10.1 If the appraiser, is not satisfied with progress, the employee will be notified in writing that the appraisal system will no longer apply and that their performance will be managed under the Capability Procedure. The employee will be invited to a formal capability meeting. The capability procedures will be conducted as in part B of this policy.

11. Annual Assessment

11.1 The performance of each employee covered by the appraisal policy will be formally assessed in respect of each appraisal period.

11.2 In assessing the performance of the Head Teacher, the Trust Board must consult the external adviser.

11.3 This assessment is the end point to the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year in interim meetings.

11.4 The employee will receive feedback as soon as practicable following the end of each appraisal period and have the opportunity to comment in writing on an appraisal report.

11.5 Teachers and support staff will receive their written appraisal reports by 31 October (31 December for the Chief Executive Officer and Head Teachers)

11.6 The appraisal report will include:

- Details of the employee's objectives for the appraisal period in question
- An assessment of the employee's performance of their role and responsibilities against their objectives and, for teachers, against the relevant standards
- An assessment of the employee's training and development needs and identification of any action that should be taken to address them. The assessment of performance and of training and development needs will inform the planning process for the following appraisal period

- A recommendation on pay, where relevant. Pay recommendations will be made by 31 December for the Chief Executive Officer and Head Teachers, by 31 October for other teachers and support staff.

Part B – Capability Procedure

12. Formal Capability Meeting

12.1 This procedure applies only to employees about whose performance there are serious concerns that the appraisal process has been unable to address. If under Part A above, an employee's performance is not wholly satisfactory, the senior manager, or another person with line management responsibility for the employee, will invite the employee to a formal capability meeting to discuss their identified poor performance as soon as possible.

12.2 The senior manager will write to the employee, giving them reasonable notice, to inform them about:

- The date, time and place of the meeting
- The basic details of the concerns about the employee's performance
- The employee's right to be accompanied by a representative of their trade union or a workplace colleague of their choice
- The titles of enclosed copies of any documents to be used at the meeting
- Names of any witnesses to be called
- Their right to call witnesses on their behalf
- The name and office of any adviser who will accompany the senior manager at the meeting
- An extra copy, together with any enclosures, will be provided for their companion.

12.3 This meeting is intended to establish the facts. It will be conducted by a senior manager delegated by the Head Teacher (or the Chair of Trustees for the Chief Executive Officer). The meeting will allow the employee 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/evidence already collected.

12.4 The senior manager 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 such cases, the capability procedure will come to an end.

12.5 The senior manager may also adjourn the meeting if it is decided that further investigation is needed, or that more time is needed, in which to consider any additional information. In other cases, the meeting will continue.

12.6 During the meeting, or any other meeting which could lead to a formal warning being issued, the senior manager will:

- In the case of a teacher, identify the poor performance, including which of the teacher standards is not being met
- Ensure the employee is given an opportunity to ask questions, present evidence, call witnesses, respond to evidence and make representations

- Establish the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement
- Give clear guidance on the improved standard of performance needed to ensure that the employee can be removed from formal capability procedures. This may include the setting of new objectives that are focused on the specific area/s of poor performance that need to be addressed. It will include any success criteria that are appropriate and the evidence that will be used to assess whether or not the necessary improvement has been made
- Identify whether there are further measures which may improve performance and explain any support that will be considered and planned to help the employee, e.g., in-service training, visits to other Schools, discussion with appropriate colleagues or professionals
- Set out the timetable for improvement and explain how performance will be monitored and reviewed
- The timetable will depend on the circumstances of the individual case but will be reasonable and proportionate, between four and ten weeks in normal circumstances, and will provide sufficient opportunity for improvement to take place. The length of time required will depend on the concerns raised with the employee, the nature of any support and training required, and sufficient time to establish whether performance has improved
- Warn the employee formally that failure to improve within the set period could lead to a final written warning which could then lead to their dismissal
- For teachers, warn the employee that failure to improve within the set period could have implications on pay progression
- Informed the employee of the right of appeal
- Agree with the employee and any companion the date of the formal review meeting

12.7 Notes will be taken of formal meetings and a copy sent to the employee and any companion. Where a first warning is issued, the employee will be informed in writing of the matters discussed in 1.6 above. They will also be informed in writing that failure to achieve an acceptable standard of performance (within the set timescale), may result in a final written warning, which could lead to dismissal if wholly satisfactory performance is not achieved, together with the time limit for appealing against the first written warning.

12.8 If the concerns relate to a lack of capability that poses a risk to the health, safety or wellbeing of children, or is likely to result in serious damage to pupils' education, the shorter timescale may be appropriate. In such cases, the senior manager may exceptionally decide to issue a first and final written warning, if to do otherwise would expose pupils to serious risk in terms of their health, safety, wellbeing or educational prospects.

13. Sickness Absence And The Use Of This Procedure

13.1 It is important that sickness absence should not delay or avoid the use of formal capability procedures. It is in the interests of all parties to address concerns about performance without undue delay. Arrangements will normally be made to seek medical advice from an Occupational Health Adviser to assess the employee's health and fitness for continued employment at the School.

13.2 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 the

employee's working arrangements, including changing the employees' duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases e.g., moving from this procedure to procedures used by the School to terminate the employment of the employee on the grounds of ill health.

13.3 If an employee's medical condition is not serious enough to warrant a consideration of termination of employment on the grounds of ill health, the Occupational Health Adviser will normally be asked to assess whether an employee absent through sickness is fit enough to attend a meeting under this procedure. In the event that the employee is deemed not fit to attend a formal capability meeting they may present a written submission for consideration and/or be represented by a companion in their absence.

14. Performance Monitoring And Review Period Following A Formal Capability Meeting

14.1 A performance monitoring and review period will follow the formal capability meeting. Formal monitoring, evaluation, guidance and support will continue during this period. Following this monitoring and review period, the employee will be invited to a formal review meeting (see paragraph 15 below), unless they had been issued with a final written warning, in which case they will be invited to a decision meeting (see paragraph 6 below).

15. Formal Review Meeting

15.1 At least 5 working days before the date for the formal review meeting a written reminder will be given to the employee together with details of the meeting as set out in paragraph 12.2 above.

15.2 The formal review meeting will follow a similar procedure to that identified for the formal capability meeting as set out in paragraph 12.6 above.

15.3 If the senior manager (Chair of Trustees for the Chief Executive Officer) is satisfied that the employee has made sufficient improvement, the formal capability procedure will cease, and the appraisal process will re-start where the employee is subject to Part A above.

15.4 In cases:

- Where some progress has been made and there is confidence that more is likely, it may be appropriate to extend the monitoring and review period;
- Where no, or insufficient improvement has been made during the monitoring and review period, the employee will receive a final written warning.

15.5 Notes will be taken at the formal review meeting and a copy will be sent to the employee and any companion.

15.6 Where a final warning is issued, the employee will be informed in writing that failure to achieve an acceptable standard of performance (within the set timescale), may result in dismissal and will be given information about the further monitoring and review period and the procedure and time limits for appealing against the final written warning. The date the decision meeting will be agreed with the employee and any companion.

15.7 At this stage, rather than refer the matter to a decision meeting, consideration could be given to the employee being given a different range of duties or an alternative post. By agreement, this may include transfer to a post suited to the employee's capabilities. If this post is at a lower salary level, the substantive lower salary would apply.

16. Right of Appeal against a Formal Written Warning

16.1 If an employee feels that a decision to issue a first and/or final written warning, is wrong or unjust, they may appeal in writing against the decision

16.2 Appeals against a written warning shall be restricted to considering the reasonableness of the decision made by the senior manager, any relevant new evidence not previously available to the senior manager or any procedural irregularities. A statement giving the reasons for the appeal should be submitted to the Clerk to the Trustees within 5 working days of the formal written warning having been received.

16.3 All appeal hearings will be held as soon as possible after receipt of the appeal at an agreed time and place.

16.4 The appeal will be heard by the Appeal Committee of Trustees. The number of Trustees on the Appeal Committee of Trustees will not be less than two. The panel may be advised by a person engaged for the purpose by the Trust Board. The panel can either confirm the warning, reduce a final warning to a warning, or cancel the warning. The employee will be informed in writing of the results of the appeal hearing as soon as possible.

16.5 The same arrangements for notification and the right to be accompanied by a companion will apply for an appeal hearing as for the formal capability and review meetings and, as with those meetings, notes will be taken, and a copy sent to the employee and any companion.

16.6 Pending any appeal, the employee will be expected to continue to work in accordance with targets set for the next stage of the procedure and their progress towards the achievement of these targets may be monitored during this period.

17. Decision Meeting

17.1 At least 5 working days before the date of the decision meeting a reminder will be given in writing together with details of the meeting as in paragraph 12.2 above. The meeting will be conducted by the Head Teacher (Panel of Trustees for the Chief Executive Officer).

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 re-start where the employee is subject to Part A above.

17.3 If progress has been made and there is confidence that wholly satisfactory performance will be achieved by a short extension, it may be appropriate to extend the monitoring and

review period rather than to dismiss. The final written warning will be extended for a short, specified assessment period.

17.4 If performance has remained unsatisfactory, a decision will be made that the employee will be dismissed. The employee will be informed in writing as soon as possible of the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and whether the notice is to be served or there will be pay in lieu of notice, and the right of appeal.

18. Right of Appeal against a Decision to Dismiss

18.1 The employee has a right of appeal to the Appeals Committee of the Trust Board against a decision to dismiss.

18.2 The number of Trustees on the Appeal Committee of Trustees will not be less than two, none of whom will have had any previous involvement in the case.

18.3 The employee's notice of appeal should be sent to the Clerk to the Trustees within 5 working days of receipt of the written decision to dismiss, setting out the grounds of appeal.

18.4 Appeal hearings should be held as soon as possible after receipt of the appeal and will be conducted in the same way as appeals referred to in paragraph 5 above.

19. Notice Of Dismissal

19.1 Following a decision to dismiss, the Trust Board will notify the employee in writing that the employee is to be dismissed, whether with notice or with pay in lieu of notice in accordance with the decision of the Head Teacher (or Disciplinary Committee).

19.2 In the event that the Appeal Committee of the Trustees decides not to uphold the decision to dismiss, the employee shall be informed immediately and the notice of dismissal shall be immediately withdrawn.

20. Grievances Arising During The Process

20.1 Where an employee has a grievance against the way the senior manager has conducted the procedure, this will normally be dealt with under the appeals process set out above. However, in very exceptional circumstances, where the behaviour of the senior manager is the cause of the grievance, it may be appropriate to suspend this procedure for a short period until the grievance has been considered.

21. Trade Union Officials

21.1 Although normal performance standards must apply to an employee who is a lay trade union official, no disciplinary action, beyond an informal oral warning will be taken until the circumstances of the case have been discussed with the relevant professional trade union officer.

22. Confidentiality

22.1 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.

22.2 The employee, and anyone accompanying the employee (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure. Failure to observe confidentiality could be a reason for disciplinary action under the Trust's disciplinary procedure.

2.10 IT and Communications Systems Policy

1. About this policy

1.1 Our IT and communications systems are intended to promote effective communication and working practices when working in any school of the Trust. This policy outlines the standards you must observe when using these IT and communication systems, when we will monitor their use, and the action we will take if you breach these standards.

1.2 The Trust has overall responsibility for this policy, including keeping it under review.

1.3 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.

1.4 This policy does not form part of any employee's contract of employment.

2. Equipment security and passwords

2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of school. You should keep your passwords confidential and change them regularly.

2.2 You must only log on to our systems using your ~~own~~ allocated username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.

2.3 If you are away from your desk or the computer, you are working from then you should log out or lock your computer. You must log out your computer at the end of each working day.

3. Systems and data security

3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

3.2 You must not download or install software from external sources without authorisation from your school's IT Team, Head Teacher or the Trust. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.

3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your Head Teacher or the Trust.

3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

3.5 Inform your manager or the Head Teacher immediately if you suspect your computer may have a virus.

4. E-mail

4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.

4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.

4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.

4.4 You should not:

- send or forward private e-mails at work which you would not want a third party to read;
- send or forward chain mail, junk mail, cartoons, jokes or gossip;
- contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
- send messages from another person's e-mail address (unless authorised) or under an assumed name.

4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our multi-academy trust. Only use the e-mail account we have provided for you.

5. Using the internet

5.1 Internet access is provided primarily for school purposes only. Occasional personal use may be permitted as set out in paragraph 6.

5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that 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. Occasionally legitimate websites are hacked and someone following a legitimate link may be redirected to inappropriate content – in which case employees should immediately advise the Head Teacher or appropriate IT colleague in writing as soon as the incident occurs.

5.3 We may block or restrict access to some websites at our discretion.

6. Personal use of our systems

6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. 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.

6.2 Personal use must meet the following conditions:

- it must be minimal and take place outside of normal working hours (that is, during your lunch break, and before or after work);
- personal e-mails should be labelled "personal" in the subject header;
- it must not affect your work or interfere with the of the Trust or the school where you work;
- it must not commit us to any marginal costs; and
- it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

7. Monitoring

7.1 Our systems enable us to monitor telephone, e-mail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our computer systems (including any personal use) may be continually monitored by automated software or otherwise.

7.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the Trust, including for the following purposes (this list is not exhaustive):

- to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of alleged wrongdoing; or

- to comply with any legal obligation.

8. Prohibited use of our systems

8.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

8.2 Creating, viewing, accessing, transmitting or downloading any of the following material during work time, or on school business, or using school equipment - will usually amount to gross misconduct (this list is not exhaustive):

- pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- offensive, obscene, or criminal material or material which is liable to cause embarrassment to us;
- a false and defamatory statement about any person or organisation;
- 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);
- confidential information about us or any of our pupils, parents, Academy Councillors, trustees, staff or suppliers (except as authorised in the proper performance of your duties);
- unauthorised software;
- any other statement which is likely to create any criminal or civil liability (for you or us); or
- music or video files or other material in breach of copyright.

2.11 Teachers' Pay Policy

1. Aims Of The Policy

1.1 The Trust Board aims to use the school pay policy to:

- Maintain and improve the quality of teaching and learning at the school;
- Support the school improvement plan;
- Underpin the school's Appraisal policy;

- Ensure that all staff are valued and appropriately rewarded for their work contribution in the school;
- Ensure staff are well motivated, supported by positive recruitment and retention policies and staff development;
- Demonstrate that decisions on pay are fair and equitable and recognise the principle of equal pay for like work and work of equal value;
- Provide flexibility to recognise individual staff performance linked to pay decisions;

1.2 The Trust Board will also consider advice issued by the Department for Education, recognised trade unions and other national bodies as appropriate, along with relevant statutory legislation

2. Decision making process

2.1 The Trust Board has delegated responsibility for pay review decisions to the pay review committee. The pay review committee will, on the Trust Board's behalf, make pay decisions at this Trust.

2.2 This includes undertaking an annual review of the pay of individual members of teaching staff who have completed the relevant service in accordance with STPCD since the last annual pay determination. It also includes making pay decisions such as making discretionary and temporary payments, awarding accelerated pay progression, withholding pay progression for teachers and carrying out salary reviews. This delegation of powers will be reviewed annually by the full Trust Board of Directors.

2.3 The pay review committee comprises of a minimum of three Trustees and does not include employees of the Trust.

3. Staffing Structure

3.1 The Trust should review its staffing establishment, when deemed appropriate to ensure it meets the needs of the Trust. This should include a review of how many leadership group posts, other posts and payments/allowances e.g. TLRs, SEN allowances, additional payments. When there are any proposed changes, the school should consult with affected staff and trade unions, after taking advice from the Trust's HR provider. Any review will be in accordance with the Trust's staffing reductions policy.

3.2 The pay review committee will, when deemed appropriate, consider the relevance of job descriptions in line with the actual responsibilities of posts and remuneration and the work carried out by individual members of staff.

4. Pay reviews

4.1 The Trust will ensure that each teacher's salary is reviewed annually, with effect from 1 September and no later than 31 October each year, where the teacher has completed the relevant service in accordance with STPCD since the previous annual pay determination. It will also ensure that, following any pay review, all teachers are given a written statement setting out their salary and any other financial benefits, including allowances and TLRs, to which they are entitled.

4.2 Reviews may take place at other times of the year to reflect any changes in circumstances or job description that may lead to a change in an individual's pay.

4.3 Where a pay determination leads or may lead to the start of a period of safeguarding, the required notification will be given to the employee as soon as possible and no later than one month after the date of the determination.

5. Pay ranges

Teachers pay ranges:

5.1 In this school teachers will be paid in accordance with the following pay ranges:

MAIN PAY RANGE	SEPTEMBER 2022
M1	28,000
M2	29,800
M3	31,750
M4	33,850
M5	35,990
M6	38,810

*Please note that all teachers should have the opportunity to progress to the maximum of the main pay range (i.e. M6) through continued good performance.

UPPER PAY RANGE	SEPTEMBER 2022
UPR1	40,625
UPR2	42,131
UPR3	43,685

UNQUALIFIED TEACHERS	SEPTEMBER 2022
PT 1	19,340
PT 2	21,559
PT 3	23,777
PT 4	25,733
PT 5	27,954
PT 6	30,172

5.2 See Appendix 5 for further guidance on teachers allowances and other payments.

Leadership Group Pay Ranges:

5.3 All teachers paid on the pay range for the Leadership Group are not eligible for Special Needs Allowances (SEN) or for Teaching and Learning Responsibility Payments (TLR).

LEADERSHIP RANGE	SEPTEMBER 2022
L1	44,305 (Minimum)
L2	45,414
L3	46,548
L4	47,706
L5	48,894
L6	50,122
L7	51,470
L8	52,659
L9	,53,972
L10	55,359
L11	56,796
L12	58,105
L13	59,557
L14	61,042
L15	62,560
L16	64,224
L17	65,699
L18 *	66,683
L18	67,350
L19	69,022
L20	70,732
L21 *	71,792
L21	72,483
L22	74,282
L23	76,122
L24*	77,236
L24	78,010
L25	79,948
L26	81,926
L27*	83,125
L27	83,956
L28	86,039
L29	88,170
L30	90,364
L31*	91,678

L31	92,596
L32	94,898
L33	97,255
L34	99,660
L35*	101,125
L35	102,137
L36	104,665
L37	107,267
L38	109,921
L39*	111,484
L39	112,601
L40	115,410
L41	118,293
L42	121,257
L43	123,057 (maximum)

* Note: Pay points to be applied **only** to Head Teachers at the top of the school's Head Teacher group range in the academic year 2022/23, who have received no increment rise in any subsequent academic years. No one should progress to these points (*) from September 2016 onwards.

Head Teacher groups:

Group 1	50,122 – 66,684	L6 – 18*
Group 2	52,659 – 71,765	L8 – 21*
Group 3	56,796 – 77,237	L11 – 24*
Group 4	61,042 – 83,126	L14 – 27*
Group 5	67,351 – 91,679	L18 – 31*
Group 6	72,483 – 101,126	L21 – 35*
Group 7	78,010 – 111,485	L24 – 39*
Group 8	86,040 – 123,057	L28 – 43

6. Pay determination on appointment

Teacher posts

6.1 The Trust will determine the pay range for a teacher vacancy prior to advertising it. The school reserves the right to set a maximum starting salary for teaching posts prior to advertising.

6.2 On appointment it will determine the starting salary within that range to be offered to the successful candidate.

6.3 In making such determinations, the Trust may take into account a range of factors, including:

- the nature of the post;
- the level of qualifications, skills and experience required;
- market conditions;
- the wider school context;

6.4 There is no assumption that a teacher will be paid at the same rate as they were being paid in a previous school.

Leadership posts

6.5 The Trust will follow a three-stage process for new appointments to the post of Head Teacher or a post in the wider leadership team:

Stage 1 – Defining the role and determining the Head Teacher group
Stage 2 – Setting the indicative pay range
Stage 3 – Deciding the starting salary and individual pay range

6.6 When determining the leadership pay, the Trust must take into account all of the permanent responsibilities of the role, any challenges that are specific to the role and all other relevant considerations.

6.7 The Trust will assign the School to a Head Teacher group for the purpose of determining pay ranges and pay progression of the members of the leadership group. The Trust will then determine a salary range for the Head Teacher, deputy Head Teacher or assistant Head Teacher in accordance with paragraph 4 and 9 of the STPCD.

6.8 This decision will take account of the pay of other leadership group and upper pay range teachers in the school, so that appropriate differentials are maintained. Only in exceptional circumstances will the Head Teacher pay range overlap with any other leadership pay range. A new Head Teacher, or member of the leadership group, will normally be appointed to the first point on the Head Teacher, or relevant leadership, pay range but may be appointed to a higher point if circumstances make this appropriate. However, the Trust must ensure there is appropriate scope within the range to allow for performance related progress over time i.e. Head Teachers cannot be put onto the top of the range on appointment.

6.9 For other leadership posts excluding the Head Teacher, the Trust will consider how the particular role fits within the wider leadership structure of the School when setting a pay range.

6.10 The Trust will ensure that this process is carried out in a fair and transparent manner and will ensure that all decisions and the reasons for them are well documented at each stage.

6.11 See Appendix 6 for further guidance on leadership pay ranges and additional payments.

Leading Practitioners

6.12 Schools may appoint Leading Practitioners within their staffing structures. The primary purpose of such posts is the modelling and leading improvement of teaching skills.

6.13 The Trust will select an appropriate pay range from the Leading Practitioner pay range. They may determine that different posts in the same school may be paid on different

individual pay ranges within the Leading Practitioner pay range in accordance with the responsibilities of their job descriptions. The Trust must ensure that there is appropriate scope within each individual pay range to allow for performance related progress over time.

6.14 Leading Practitioners are not eligible for Special Educational Needs Allowances or for Teaching and Learning Responsibility Payments.

Leading Practitioners Pay Scale

LEADING PRACTITIONER RANGE	SEPTEMBER 2022
L1	44,523
L2	45,638
L3	46,778
L4	47,941
L5	49,136
L6	50,367
L7	51,724
L8	52,917
L9	54,239
L10	55,632
L11	57,075
L12	58,391
L13	59,850
L14	61,342
L15	62,869
L16	64,540
L17	66,022
L18	67,685

7. Pay progression based on performance

7.1 In this Trust all teachers, including members of the leadership group, can expect to receive regular, constructive feedback on their performance and are subject to annual appraisal that recognises their strengths, informs plans for their future development, and helps to enhance their professional practice.

7.2 Performance appraisal will be carried out in line with the Education (School Teachers' Appraisal) (England) Regulations 2012, including reference to the Teachers' Standards.

The arrangements for teacher appraisal in this school are set out in the school's teacher appraisal policy. A copy of the Teachers' Standards is available on the extranet.

7.3 Decisions regarding pay progression will be made with reference to the teachers' appraisal reports and the pay recommendations that they contain. Where ECT's are eligible to be considered for pay progression, i.e. have completed the relevant service in accordance with the STPCD since the previous annual pay determination, pay decisions will be made with reference to the statutory induction process.

7.4 All pay decisions will be based on whether a teacher's overall performance has met the required standards, including whether they have met their performance objectives, have fully met the Teachers' Standards and have effectively carried out their job role and responsibilities. In addition upper pay range teachers should be highly competent in the Teachers Standards and their achievements and contribution to the school should be substantial and sustained (definitions in section 8.2 of this policy). To be fair and transparent, assessments of performance will be properly rooted in evidence, and be made having regard to the most recent appraisal period, whilst being proportionate to be able to support robust decisions. In this school we will ensure fairness by quality assurance and moderation being the responsibility of SLT under the authority of the Head Teacher, reporting outcomes and standards to the pay review committee.

7.5 We will minimise the impact on workload for individual teachers, line managers and Head Teachers wherever possible throughout the process.

7.6 The Trust will use a range of evidence to assess a teacher's overall performance which will be proportionate and may include:

- Lesson observations;
- Observations and results from wider school activities and assessments;
- Learning walks;
- Pupils' performance and progress, including scrutiny of pupils' work;
- Pupil progress reviews;
- Quality of reports and other expected 'paperwork';
- Evidence of the wider contribution to the work of the school;
- Evidence of their impact on the effectiveness of other teachers or staff;
- Self assessment documentation;
- CPD records;
- Professional dialogue.

7.7 Teachers' appraisal reports will contain pay recommendations where teachers are eligible to be considered for pay progression.

7.8 Final decisions about whether or not to accept a pay recommendation will be made by the pay review committee, having regard to the appraisal report and taking into account advice from the senior leadership team. The pay review committee will consider its approach in the light of the school's budget and ensure that appropriate funding is allocated for pay progression at all levels.

7.9 Teachers and leadership posts may be eligible for a pay increases of one salary point, where their current range allows for this, if their performance has been assessed as "good" (e.g. they meet all their objectives, are assessed as fully meeting the Teachers

Standards, all teaching is assessed as at least good and they have effectively carried out their job role and responsibilities). In addition, upper pay range teachers must be assessed as highly competent in all of the Teachers Standards and their achievements and contribution to the school must be substantial and sustained (definitions in section 8.6 of this policy).

7.10 Teachers and leadership posts may be eligible for an accelerated increment rise as determined appropriate by the pay review committee, if their performance has been assessed as "outstanding" e.g. the expectations will be that they exceed all their objectives, are assessed as fully meeting the Teachers Standards, all of their teaching is assessed as outstanding, and they show a strong commitment to the school, are prepared to go above and beyond the call of duty when necessary, act as an exemplar for others and show a commitment to improving their own performance and to continuing professional development. In addition, upper pay range teachers must be assessed as highly competent in all of the Teachers Standards and their achievements and contribution to the school must be substantial and sustained (definitions in section 8.6 of this policy). For upper pay range teachers demonstrating "outstanding" performance the pay review committee may recommend progression of two salary points for those with two years "outstanding" performance since their last pay progression. It is recommended that an appropriate accelerated increment rise should be a maximum increase of two salary points.

7.11 The pay review committee may determine that no pay award is to be made where teachers have failed to:

- meet their agreed objectives*
- meet the Teaching Standards
- effectively carried out their job role and responsibilities,
- or where upper pay range teachers have failed to be highly competent in the Teaching Standards or failed to demonstrate substantial and sustained achievements and contribution to the school (definitions in section 8.2 of this policy),

*Please note a school might consider that a teacher – who has made good progress, but not quite achieved, a very challenging objective – has performed better and made a more significant contribution than a teacher met in full a less stretching objective. Similarly, a teacher may have achieved all of their objectives but failed to meet all of the relevant standards.

7.12 This can be without recourse to the capability policy where appropriate.

7.13 The pay review procedure is detailed in Appendix 3.

8. Movement to the upper pay range

Applications and Evidence

8.1 Any qualified teacher may apply to be paid on the upper pay range and any such application must be assessed in line with this policy. It is the responsibility of the teacher to decide whether they wish to apply to be paid on the upper pay range.

8.2 Applications may be made in writing once a year and must be received by the Head Teacher by 31 October. Successful applications will be effective from 1 September in the same year.

8.3 If a teacher is simultaneously employed at another school(s), they may submit separate applications if they wish to apply to be paid on the upper pay range in that school or schools. This school will not be bound by any pay decision made by another school.

8.4 All applications should include the results and evidence from two most recent appraisal periods, including any recommendation on pay, together with a summary of evidence against the assessment criteria. Where such information is not applicable or available, a written statement and summary of evidence to demonstrate that the applicant has met the assessment criteria must be submitted by the applicant.

The Assessment

8.5 An application from a qualified teacher will be successful where the pay review committee is satisfied that:

- the teacher is highly competent in all elements of the teacher's standards; and
- the teacher's achievements and contribution are substantial and sustained.

8.6 For the purposes of this pay policy:

- 'highly competent' means the teacher's performance is assessed as having excellent depth and breadth of knowledge, skill and understanding of the Teachers' Standards in their particular role and the context in which they are working and their teaching practice is assessed as consistently good to outstanding).
- 'substantial' means the teacher's achievements and contribution to the school are critical and significant, not just in raising standards of teaching and learning in their own classroom, or with their own groups of children, but also in making a significant wider contribution to school improvement, which impacts on pupil progress and the effectiveness of other staff. They are a role model for teaching and learning, provide effective coaching and mentoring to other teachers and take advantage of appropriate opportunities for professional development and use the outcomes effectively to improve pupils' learning).
- • 'sustained' means maintained continuously over a period of at least 2 school years and able to demonstrate that their teaching expertise has grown over the relevant period).

8.7 The application will be assessed in accordance with the provisions of this policy.

8.8 All applications will be assessed robustly, transparently and fairly, in the first instance by the Head teacher and/or line manager. The pay review committee, will make the final determination, taking account of Head teacher and/or line manager recommendations as well as any supporting evidence provided by the applicant or the school.)

Processes and procedures

8.9 The assessment will be made by the pay review committee and the applicant will receive a response to their application within 10 school days of the committee's decision.

8.10 If deemed successful by the pay review committee, applicants will move to the upper pay range from 1 September. All applications will commence at the lowest point of the pay range and will have the opportunity to progress in accordance with the definitions in section 8.2. Employees must be informed in writing of the outcome of their application.

8.11 If unsuccessful, feedback will be provided by the Head Teacher in writing within 10 school days of the committee's decision.

8.12 Any appeal against a decision not to move the teacher to the upper pay range will be heard under the appeals arrangements detailed in this policy.

8.13 Progression within the upper pay range will be based on performance assessed against the teacher's objectives and an assessment of whether the teacher is highly competent in the Teachers Standards and their achievements and contribution to the school are substantial and sustained (definitions in section 8.6 of this policy).

9. Appeals

9.1 Teachers, including Head Teachers, have the right to raise a formal appeal against any pay determination if they believe that the pay review committee has:

- incorrectly applied any provision of the STPCD or School Pay Policy;
- failed to have proper regard for statutory guidance;
- failed to take proper account of relevant evidence;
- took account of irrelevant or inaccurate evidence;
- was biased; or
- unlawfully discriminated against the employee.

9.2 A Pay Appeals Committee will be appointed from those Governors who are not members of the Pay Review Committee.

9.3 Teachers making appeals against decisions on their individual pay should do so using the pay appeal form available on the extranet or by letter within 10 school days, detailing the reason(s) for their appeal.

9.4 The appeals procedure is detailed in Appendix 4. A pay appeal form is available on the extranet.

10. Part time teachers

10.1 Teachers employed on an ongoing basis at the school but who work less than a full working week are deemed to be part time. The proportion of time a part time teacher works is calculated against the school's timetabled teaching week (STTW). The STTW refers to the school session hours that are timetabled for teaching, including PPA time and other non-contact time, but excluding break times, registration and assemblies.

10.2 The STTW of a full-time classroom teacher is used as the figure for calculating the percentage of the STTW for a part time teacher at the school. The same percentage will be applied to the proportion of directed time required of a part time teacher.

10.3 Where an allowance is paid to a teacher, the same percentage of the full-time allowance will be payable.

10.4 Any additional hours worked from time to time by agreement above a teacher's part time contractual hours will be paid at the same hourly rate or time off in lieu agreed, as appropriate. A part time teacher may be requested (but not required) to voluntarily work on a day or part of a. day they do not normally work.

11. Short notice/supply teachers

11.1 Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of 195 days (194 days for the school year beginning in 2022); periods of employment for less than a day being calculated pro-rata.

12. Unpaid leave for Teachers

12.1 In accordance with the Conditions of Service for Teachers in England and Wales (Burgundy Book), where authorised unpaid leave or unauthorised unpaid leave (e.g. strike action) occurs deductions of salary shall be calculated at a daily or part daily rate based on the days salary being 1/365th of a year for each day of the period of absence.

13. Safeguarding

13.1 The Trust will fulfil its statutory obligations with regard to safeguarding of pay in accordance with the current provisions of the STPCD.

13.2 The Trust will notify a teacher in writing within one month of taking the decision which leads to a safeguarded sum being payable. This will explain the reason for the decision, the effective date, the value of the teacher's pre-safeguarded salary and allowances, the safeguarded sum payable and when this will end.

13.3 Safeguarding will apply when a teacher loses a post as a result of the discontinuation of, alternation to or reorganisation of a school or educational establishment/service e.g. the removal or reduction of a TLR1/TLR2 or a SEN or unqualified teacher allowance; or a reduction of the pay range of leadership posts.

13.4 The Trust will review the duties of any teachers who are entitled to safeguarded sums that in total exceed £500 and allocate appropriate additional responsibilities, commensurate with the safeguarded sum, for the period of safeguarding. The Trust will ensure that appropriate notice is issued of any new responsibilities which are being given to the teacher as work commensurate with their safeguarded sum. All such additional responsibilities allocated will be kept under review until the safeguarding period ends, when a decision will be taken about the future allocation of those responsibilities. Where a teacher unreasonably refuses to carry out additional responsibilities the safeguarded pay may be removed subject to at least one month's notice being given.

14. General principles underlying this policy

Confidentiality

14.1 The pay process will be treated with confidentiality. However, the desire for confidentiality does not override the need for the Head Teacher and Trust Board to quality assure the operation and effectiveness of the pay policy. Every step should be taken to ensure anonymity of staff concerned in the use of such data.

Consistency of treatment and fairness

14.2 The Trust is committed to ensuring consistency of treatment and fairness. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for disabled teachers. The Trust is aware of the guidance on the Equality Act issued by the Department for Education.

Definitions

14.3 Unless indicated otherwise, all references to "teacher" include the Head Teacher.

14.4 Unless indicated otherwise, all references to "Trust Board of Directors" include committees, or individuals e.g. chair of governors/Head Teacher, who have been given delegated responsibility by the Trust Board of Directors.

Delegation

14.5 Normal rules apply in respect of the delegation of functions by Trust Board of Directors.

Monitoring and evaluation

14.6 The Trust Board of Directors will monitor the outcomes and impact of this policy on an annual basis, including trends in progression across specific groups of teachers to assess the policy's effect, and the school's continued compliance with equalities legislation.

14.7 It is recommended that the outcomes of the pay review meeting are recorded and reported, taking account of the profile/protected characteristics (as detailed in the Equality Act 2010) of those who are granted pay progression and those who do not receive pay progression and where applicable those who are granted accelerated pay progression.

14.8 The Trust Board of Directors need to ensure that appropriate arrangements for linking appraisal to pay are in place and can be applied consistently, and that pay decisions can be objectively justified.

14.9 A summary of the DfE advice on responsibilities in appraisal and determining pay progression is available at on the extranet.

Retention

14.10 The Trust Board of Directors and Head Teacher will ensure that all pay determination records are retained and stored in a secure place in line with the school's retention policy/procedures.

2.12 Social Media Policy

1. About this policy

1.1 This policy is in place to minimise the risks to the multi-academy trust through use of social media.

1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Snapchat, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

1.3 The Trust has overall responsibility for this policy, including keeping it under review.

1.4 This policy does not form part of any employee's contract of employment.

2. PROHIBITED USE

2.1 You must not:

- access social media sites for personal use via school information systems or using school equipment (unless you have obtained prior written consent from the Head Teacher);
- place inappropriate photographs or post indecent comments or remarks on any social media site;
- make any social media communications that could damage the interests or reputation of the Trust, even indirectly;
- use social media to defame or disparage us, our pupils, parents, staff or any third party;
- post any photograph of any current pupil (unless you have obtained prior written consent from the Head Teacher);
- use social media to harass, bully or unlawfully discriminate against pupils, parents, staff or third parties;
- use social media to make false or misleading statements; or to impersonate colleagues or third parties;
- express opinions on our behalf via social media. You may be required to undergo training in order to express such views;
- post comments about sensitive school-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property;
- disclose any information about the school or the Trust which is considered confidential;
- include our logos or other trademarks in any social media posting or in your profile on any social media.
- offer or accept current pupils or ex-pupils as friends on any social media site – personal communication could be considered inappropriate and unprofessional and makes staff very vulnerable to allegations. If you receive any message on any social networking that you believe may be from a pupil or ex-pupil then you must not reply and must report it to the Head Teacher immediately.

2.2 You should ensure that your privacy settings are set to maximum privacy and any social networking is private for your known contacts only.

2.3 You are advised to act with caution when inviting work colleagues to be 'friends' in personal social networking sites. Social networking sites can blur the lines between work and personal life, and it may be difficult to maintain professional relationships, or it may be just too embarrassing if too much personal information is known in the work place;

2.4 The contact details of contacts made during the course of your employment are our confidential information. On termination of employment, you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

3. Guidelines for responsible use of social media

3.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

3.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

3.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out above). You should also ensure that your profile and any content you post are consistent with the professional image you present to colleagues and third parties (including parents).

3.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your Head Teacher.

3.5 You should immediately report any misuse of social media (by you or any colleague) to your Head Teacher.

3.6 If you see social media content that disparages or reflects poorly on us, you should contact your Head Teacher immediately.

3.7 Any social media posting must:

- be conscientious and loyal to the aims and objectives of the Trust and the school where you work; and
- not do anything which is in any way detrimental, prejudicial, or contrary to the interests of the Trust or the school where you are principally employed to work.

4. Breach of this policy

4.1 The Trust monitors usage of its internet and email services without specific notification or authorisation from users.

4.2 Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

4.3 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

2.13 WHISTLEBLOWING POLICY

1. ABOUT THIS POLICY

1.1 We are committed to running the Trust with honesty and integrity, and we expect all staff to maintain high standards. However, all schools face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring and to address them when they do occur.

1.2 The aims of this policy are:

- To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- To provide staff with guidance as to how to raise those concerns.
- To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.
- This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- The Trust has overall responsibility for this policy, including keeping it under review.
- This policy does not form part of any employee's contract of employment.

2. PERSONNEL RESPONSIBLE FOR THE POLICY

2.1 The Trust has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.

2.2 The CEO (the "Whistleblowing Lead") has day-to-day operational responsibility for this policy and should ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.

2.3 All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the CEO.

3. What is whistleblowing?

3.1 Whistleblowing is the disclosure of information which in the reasonable belief of the worker relates to suspected wrongdoing or dangers at work, which is deemed to be in the public interest. This may include:

- criminal activity;
- failure to comply with any legal or professional obligation or regulatory requirements;
- miscarriages of justice;
- danger to health and safety;
- damage to the environment;
- bribery;
- facilitating tax evasion;
- financial fraud or mismanagement;
- breach of our internal policies and procedures;
- conduct likely to damage our reputation or financial wellbeing;
- unauthorised disclosure of confidential information;
- negligence;
- the deliberate concealment of any of the above matters.

3.2 A whistleblower is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy.

3.3 This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should use the Grievance Procedure.

3.4 If you are uncertain whether something is within the scope of this policy you should seek advice from a whistleblowing officer, whose contact details are at the end of this policy.

4. Raising a whistleblowing concern

4.1 We hope that in many cases you will be able to raise any concerns with your manager or the Head Teacher of the school where you work. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases, they may refer the matter to a whistleblowing officer.

4.2 However, where the matter is more serious, or you feel that your manager or your Head Teacher has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact one of the following:

- A Trustee with responsibility for whistleblowing
- The CEO (Whistleblowing Lead)

4.3 Contact details are set out at the end of this policy.

4.4 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4.5 We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

5. Confidentiality

5.1 We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you, but will make reasonable attempts to protect your identity if this is your wish.

5.2 We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistleblowing Lead or one of the other contact points listed in paragraph 3.4 and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt, you can seek advice from Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

6. Investigation and outcome

6.1 Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

6.2 In some cases, we may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

6.3 We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

6.4 If we conclude after investigation that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action and may potentially be dismissed by reason of gross misconduct.

7. If you are not satisfied

7.1 While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.

7.2 If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts in paragraph 4.2. Alternatively, you may contact the chair of the Trust. Contact details are set out at the end of this policy.

8. External disclosures

8.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in school. In most cases you should not find it necessary to alert anyone externally.

8.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external and you may wish to discuss matters with ACAS, your professional body or trade union. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.

8.3 Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as parents, volunteers, suppliers or service providers. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact your manager or the Head Teacher or one of the other individuals set out in paragraph 3.4 for guidance.

9. Protection and support for whistleblowers

9.1 It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

9.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. 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 Whistleblowing Lead immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

9.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct, you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

9.4 A confidential support and counselling hotline is available to whistleblowers who raise concerns under this policy. Their contact details are set out at the end of this policy. In addition to Public Concern at Work, employees can contact their Trade Union/Professional Association or ACAS for further guidance.

Contacts

Whistleblowing Officers	L Edgar (Ferryhill School) led@ferryhill.school.uk J Coates (Tanfield School) jcoates@tanfieldschool.co.uk

	C Dodsworth (Chilton Academy) c.dodsworth@chilton.durham.sch.uk D Coates (Woodham Academy) d.coates@woodham.org.uk L Hardman (Seaham High School) l.hardman@seahamhighschool.com
CEO (WHISTLEBLOWING LEAD)	Mr K Brennan Email: kbr@ferryhill.school
TRUSTEE	Mr Sean Barnett Email: s.barnett@woodham.org.uk
PROTECT ADVICE (Independent whistleblowing charity)	Helpline: (020) 3117 2520 Website: protect-advice.org.uk

2.14 MANAGING CHANGE AND REDUNDANCY POLICY

1. AIMS OF THE POLICY

1.1 The aims of this policy are to:

- establish a framework for the management of change, including managing potential redundancy situations;
- ensure consultation with employees and trade unions commences at the earliest opportunity to enable them to influence change proposals;
- ensure a consistent and equitable approach to managing change and appropriate communication of proposals;
- enable employees to be supported during the management of change process.

1.2 The policy is separated into two sections. **Section one** deals with staffing restructures that do not involve staffing reductions and **section two** deals with managing potential redundancies.

2. APPLICATION OF THE POLICY

2.1 This policy applies to all teaching and support staff. It does not apply to agency workers in the first twelve weeks of employment, consultants or self-employed contractors.

2.2 This policy applies when managing organisational change including;

- organisational structure reviews;
- reductions to or discontinuation of specific areas of work;
- major changes to terms and/or conditions of service.

2.3 Ongoing, minor changes to individual roles and responsibilities and/or working practices will occur from time to time. In these cases, employees are expected to be flexible and adapt to reasonable changes appropriate to the level of their post. In such circumstances the Trust's HR provider must still be involved and discussion and agreement reached with the individuals concerned including the trade unions, where appropriate. If an agreement cannot be reached the procedure contained in this policy will need to be followed

3. Representation

3.1 A trade union representative, work colleague or friend can accompany employees to meetings. However, it would not normally be reasonable for employees to insist on being accompanied by someone whose presence would prejudice any meetings, hearings or appeals or to delay meetings because a specific person is not available where there is another suitable person available.

3.2 It is the **employee's responsibility** to arrange their representation and to notify their representative of any meeting, hearing or appeal dates in good time.

Section One

Staffing Restructures

1. Becoming aware of an issue

1.1 It is important the Head Teacher raises awareness of the issues facing the school with the CEO and Trust Board of Directors usually from the Autumn Term. The Trust Board of Directors will then delegate to the appropriate Committee (usually the First Committee) to undertake the appropriate consultation and decision making on behalf of the school. It is Schools responsibility to ensure appropriate delegation is in place prior to commending the staffing reductions process.

2. Staffing reduction process

2.1 Stage 1 – Strategy meeting

2.1.1 This meeting will usually involve the Head Teacher, CEO, a representative from Human Resources (HR) and Finance and it may be appropriate for the school to invite other attendees e.g. School Leadership Advisor where teaching reductions are being proposed.

2.1.2 The strategy meeting gives an opportunity for the Head Teacher to discuss the situation facing the school, gain an understanding of the relevant process to be followed and to suggest ways in which the issue could be addressed.

2.1.3 If it is determined that the formal redundancy process needs to be followed, the Head Teacher should consider issuing an early warning letter (EWL) to alert employees and trade unions to the issues facing the school.

2.1.4 This gives an opportunity for suggestions to be made prior to the next part of the process, which could resolve the situation and avoid the formal redundancy process. In certain circumstances it may be appropriate to issue the EWL to a group of employees rather than the whole school depending on the circumstances. A template early warning letter is available from the HR representative.

2.1.5 It is best practice for the Head Teacher to arrange to meet with all employees to issue the early warning letter. The Head Teacher should explain how the situation has come about and encourage employees to make suggestions for the school to consider (e.g. job share, reduction in hours, natural wastage, early retirement/voluntary redundancy). Alternative arrangements should be made for those absent from work. It is not appropriate to discuss any proposals at this stage.

2.1.6 It is essential that any affected employee who is absent from work e.g. maternity, sickness, paternity, adoption etc is kept informed and can fully participate in the consultation process. It is advisable to inform the HR representative if there are any employees who are on maternity leave who are affected by the proposals so that additional advice can be provided regarding Regulation 10 of the Maternity and Parental Leave Regulations 1999.

2.1.7 It should be emphasised that employees can request an estimate of benefits without any obligation to accept it and without prejudice. It is recommended that employees obtain an estimate before making any definite decisions.

2.1.8 During the strategy meeting it is advisable to agree a proposed timeline for the redundancy process for agreement by the Committee.

2.1.9 An HR representative will be in attendance, as appropriate, throughout the redundancy process to provide advice and guidance to the Head Teacher and Committee. This includes attendance at meetings involving the application of the selection criteria.

Type of consultation

2.1.10 If the school is intending to make 20+ employees redundant then a Section 188 notice must be issued to recognised Trade Unions formally notifying them of the potential collective redundancies, in accordance with the Trade Union and Labour Relations Act (1992). This means that you must discuss redundancy changes with both recognised elected representatives and individual employees in collective redundancies.

2.1.11 In addition, the school also have an obligation to inform the Secretary of State of the proposed redundancies via a HR1 form (Advanced Notification of Redundancies). Further information can be obtained from the HR representative.

2.1.12 In most cases, schools will be intending to make less than 20 employees redundant, and there is therefore no legal requirement to issue a Section 188 notice, however it is still essential that you undertake “meaningful” consultation with your employees and Trade Unions. The timescale of the process below is recommended, however can be

shortened upon request by the employee and where appropriate the Trade Union with the agreement of Governors.

Preparation for meeting with the Committee

2.1.13 The Head Teacher must present a context statement to the Committee clearly explaining the current position, the proposals and the rationale. Additional information may include details of the budget deficit, funding, the anticipated position post restructure, curriculum analysis etc. A template context statement is available from the HR representative.

2.1.14 If the school are proposing to create new support posts/significantly amending existing support posts, time needs to be given for the post to be job evaluated prior to the meeting with the Committee.

2.1.15 If it is likely that teaching employees will be affected, then the Head Teacher must consider selection criteria for discussion and approval. A template selection criteria is available from the HR representative.

2.1.16 Schools must submit the context statement and the selection criteria to the HR representative prior to the meeting with the Committee, to ensure that feedback can be given to the Head Teacher prior to the meeting.

Actions

Head Teacher send EWL to relevant Trade Unions (HR representative has the most up to date TU contact details)

Head Teacher arranges a meeting with employees to issue the EWL (and agrees how to communicate with any absent employees)

Head Teacher drafts a context statement, including any relevant additional information.

Head Teacher drafts selection criteria as appropriate for discussion and approval.

Head Teacher arranges for new/amended job descriptions/JRD's to be evaluated (as appropriate)

2.2 Stage 2 – Meeting with First Committee

2.2.1 The Head Teacher must present the context statement and any further appropriate information e.g. budget, curriculum analysis to the Committee. At this stage, and subsequent stages, consideration can be given to any suggestions from employees, e.g. Early Retirement/Voluntary Redundancy, reduction of hours etc Detailed information should not be shared with other Directors at this point, in order to ensure that Directors required for the Appeals panel have not been involved in the process.

2.2.2 The Committee should discuss and analyse the information provided and establish if there is a need to go ahead with redundancy consultation. It must also decide the appropriate method for selecting for redundancy. If selection criteria is to be used then the criteria must be agreed by Governors at this meeting.

2.2.3 The consultation letter and context statement should be agreed at the meeting, although the Chair of the Committee can delegate confirmation of the final wording to the Head Teacher, as appropriate.

2.2.4 The consultation letter and context statement should be sent to the recognised trade unions by email following the meeting. Once issued, the Head Teacher should meet with the employee(s) affected by the proposals to circulate the information.

2.2.5 The following documents may be requested by trade unions/employees to assist with the consultation and should be available upon request as appropriate:

- Budget information (it is advisable to include this information with the context statement as appropriate)
- Curriculum Analysis (where the issue is curriculum)
- Trust Board of Directors minutes (previous 2 years – where appropriate)
- School Development Plan, (if relevant)
- Job details for relevant affected posts

Method of selection – Interview process

2.2.6 It is generally accepted by employees and trade unions that for support and leadership posts the selection for redundancy is via an interview process. It is important that consideration is given to the ringfence guidance and slot-in guidance in relation to the new proposed structure. This is available from the HR Representative. It is also important that a job description and person specification is used as part of the interview selection process.

Method of selection – Teaching employees

2.2.7 Although an interview process can be used it is recommended that objective criteria, precisely defined and capable of being measured in an independent way, should be used when determining which teachers are to be selected for redundancy. The chosen criteria must be consistently applied, and particular care should be taken to ensure that it does not directly or indirectly discriminate on the grounds of gender, race, disability, age, sexual orientation or religion or belief, gender reassignment, marriage and civil partnership, pregnancy or maternity.

2.2.8 The most important considerations for the future viability of the school are to maintain a balanced workforce after redundancies have been carried out. Directors must discuss and agree the selection criteria for consultation. As a guide it is advisable that the following criteria is applied and where appropriate amended to meet the needs of your individual school which may be in line with the SIP or Ofsted report:

2.2.9 Principal considerations:

- Appropriateness of initial and subsequent training
- Teaching duties undertaken
- Other duties and responsibilities
- Subsidiary considerations:
- Contribution to the corporate life of the school

2.2.10 An appropriate timescale to assess relevant skills and experience should be agreed, usually this is for a period of up to three academic years but should be determined by Directors.

2.2.11 Employees will be asked to provide information regarding how they meet the proposed criteria and are awarded points for each of the subheadings and these points are then ranked. Criteria 4 has a reduced weighting than that of criteria 1-3. Further details regarding the criteria is available from the HR Representative.

ACTIONS

Directors consider the proposals and decide whether a consultation process is required
Directors agree the consultation documents, including the selection criteria (if necessary)
Head Teacher circulates the consultation details and associated documents to trade unions (by email) and affected employees (in a meeting, where possible)

2.3 STAGE 3 – MEETING WITH TRADE UNION

2.3.1 The purpose of this meeting is to consider representations from the Trade Unions regarding the proposals. Representations can also be made in writing.

2.3.2 Directors are advised to consider carefully any representations that are made to them and to be clear as to the nature of any counter proposals, or suggestions.

2.3.3 At the end of the meeting Directors will consider all representations and consider whether the proposals are required. A written response is prepared as an outcome of the meeting confirming all points raised and next steps. A template letter is available from the HR representative.

ACTIONS

Directors agree responses to queries and consider any counter proposals. The actual wording can be delegated to the Head Teacher, based on the decisions made.
Head Teacher sends out agreed responses on behalf of the Committee to Trade Unions and copies to affected employees (where appropriate)

2.4 STAGE 4 – EMPLOYEE CONSULTATION MEETING

2.4.1 The purpose of this meeting is to consider representations from the employee(s) affected by the proposals to decide whether the proposals are fair and reasonable and to consider any alternative suggestions. Representations can also be made in writing.

2.4.2 Affected employees can attend the meeting with a trade union representative or colleague and may raise any issues relating to the proposals that they feel are appropriate. Employee consultations can either be on an individual basis or as a group. The Directors will decide whether the proposals will become a determination and will prepare a response for the Head Teacher to send on its behalf. A template letter is available from the HR representative.

Actions

Directors consider representations and agree a response (actual wording can be delegated to the Head Teacher based on decisions made)
Head Teacher informs the employee(s) of the outcome/determination in writing and confirms any next steps. Confirmation of the selection process is included within the response.

- **SUPPORT/LEADERSHIP/TLR** - **Head Teacher** arranges interview date and prepares questions in line with the normal school recruitment procedure. The Head Teacher receives the application forms and copies them for the interview panel.

- **TEACHING** – **Head Teacher** confirms the date for the submission of the selection criteria form and collates the information submitted by Teachers. The Head Teacher should make the necessary checks and copy the information in time for the next stage.

2.5 Stage 5 – Selection process

Teaching employees

2.5.1 The Committee must evaluate the information provided by employees in their submission forms against the agreed criteria and identify the employee(s) with the lowest score who is the employee(s) identified and proposed for redundancy. Once a decision is made it is recommended that the outcome is relayed verbally to the employee(s) identified and this is confirmed in writing on behalf of the Committee.

Actions

Directors apply the agreed criteria and agree which employee(s) have been identified
Head Teacher verbally informs the identified employee(s) before informing the other employees that they have not been identified
Head Teacher confirms the proposed determination in writing

Support employees and Teaching Leadership/TLR posts

2.5.2 The affected employees are interviewed for the post(s) in the new structure (as appropriate), in line with usual school recruitment and selection procedure. The interview panel must reach a decision who are to be appointed to the posts. The employee(s) not appointed will be selected for redundancy.

2.5.3 The Head Teacher should verbally inform the employee(s) identified and proposed for redundancy before anyone else is informed. The Head Teacher should then confirm the Committee's determination in writing to the employee in writing.

Actions

Interview panel conducts interviews and reaches a decision regarding who to appoint to the new post(s).
Head Teacher verbally informs identified employee(s) before informing other affected employees.

Head Teacher confirms the proposed determination in writing to the identified employee(s)
Arrange for a letter of notice to be issued to the identified employee(s) and letters of appointment to the employees appointed to posts where appropriate.
Head Teacher continues to liaise with the employee(s) to find alternatives to compulsory redundancy. The Trust must review any vacancies to assess suitability for at risk employees.

2.6 Stage 6 - Appeal

2.6.1 The identified employee(s) has the right of appeal against the decision. When an employee submits an appeal, the Head Teacher will be responsible for preparing and delivering a presentation of the case to the Appeals Committee on behalf of the Committee. This should cover an explanation of the procedure to date, including:

- How the problem was identified
- What proposals were made and why
- How the Committee viewed any representations made
- How the Committee made its identification
- How the Committee dealt with any representations on identification

2.6.2 Members of the Appeals Committee must not have been members of the initial Committee and, as far as is reasonably practicable, should have had no previous involvement in or knowledge of the process, or have been members of the interview panel. The Appeals Committee must reach its decision only on information presented at the appeal hearing.

2.6.3 Although they are reviewing the decisions of other Governors, this must not affect their thinking with regards to their responsibility to overturn any decision that they do not feel to be fair and/or reasonable.

2.6.4 There are two broad areas for redundancy appeals committees to consider:

- Does the Appeal Committee consider that there is a genuine need for redundancy? e.g. on curriculum/financial grounds
- Has the process followed been applied fairly and reasonably? e.g. was the pool of selection fair, were the criteria applied in a fair manner?

Section Two Redundancy Pay

1. Compulsory redundancy

1.1 Employees whose role has been identified as being redundant, either as a result of a restructure within the school or as a result of funding being withdrawn, will be informed in writing and invited to engage in an appropriate consultation process.

Statutory redundancy pay

1.2 School based employees who are being made compulsorily redundant, and have at least two years' continuous service, are entitled to receive a statutory redundancy

payment. The amount of statutory redundancy pay is calculated using your length of service, age and weekly pay.

1.3 Employees have a statutory right to:

- Half a week's pay for each complete year of employment below the age of 22 years;
- A full week's pay for each complete year of employment between the ages of 22 and 40 years inclusive;
- A week and a half's pay for each complete year of employment when you were aged 41 or above.

1.4 This statutory redundancy payment is subject to a maximum of 20 years' service and a weekly pay cap, details of which can be found https://www.gov.uk/redundant-your-rights/redundancy-pay.

2. Voluntary redundancy

2.1 The determination of applications for voluntary redundancy is delegated to the relevant committee of the Trust Board of Directors. The relevant committee of the Trust Board of Directors will need to confirm that the post is redundant and that it is deleted from the school establishment.

2.2 Each application will be considered on its merits; however, proposals are unlikely to be agreed unless there are clear and demonstrable savings arising from the school restructure and/or a reduction in the number of posts.

2.3 Where the proposal results in clear and demonstrable savings to the school, after considering all the costs, the employee will be afforded the benefits set out in section 2.4

Enhanced redundancy pay

2.4 In cases of voluntary redundancy or school closures, the school will exercise its discretion under the Compensation Regulations to use:

2.5 The employee's actual salary, up to a weekly pay cap equivalent to NJC SCP 35 (£725.87 per week as at April 2019);

2.6 Continuous local government service up to a maximum of 20 years;

2.7 A maximum of 30 weeks' pay in accordance with the statutory redundancy pay table.

2.8 The voluntary redundancy payment will be inclusive of the statutory redundancy sum that would otherwise have been paid in the event of a redundancy.

3. Early retirement (LGPS only)

3.1 Where an employee's post is made redundant and meets the criteria set out in the Early Retirement Policy, they will be eligible to access their main pension benefits without any reductions.

3.2 In the case of voluntary redundancy, it is necessary to consider the fund payable when the employee accesses their unreduced pension benefits when making their decision about whether to accept the application. There must be a net saving from the proposal after considering both the cost of early access to the pension scheme and the cost of the redundancy. The School Finance Team will advise whether the request can be approved.

4. Notice period

4.1 Tax and National Insurance contributions are payable on an employee's notice pay, regardless of whether this is worked or paid in lieu.

4.2 To ensure that the council is HMRC compliant, all employees who are made redundant, either compulsorily or voluntarily, will normally be required to work their full contractual period of notice.

5. Exceptions

5.1 An employee will not be entitled to redundancy pay if:

- They are offered suitable alternative employment that is refused without good reason;
- An employee is made redundant and starts work with another Local Government or related employer* within 4 weeks of leaving the Trust;
- They are an apprentice who is not employed in a substantive post at the end of their training.
- * Related employers are as set out in the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 (as amended).

Recovery of enhanced redundancy payments

5.2 Where an employee, who received an enhanced redundancy payment, is re-employed by the same school at the equivalent or above NJC SCP 39 or above within 12 months of their termination date, they will be asked to repay a proportion of their redundancy payment.

6. Definitions

Weekly pay

6.1 The definition of 'weekly pay' in the calculation of voluntary redundancy and discretionary compensation payments will be as laid down in the Employment Rights Act 1996, but with the modifications set out in the Compensation Regulations.

Continuous local government service

6.2 The definition of 'continuous local government service' in the calculation of voluntary redundancy and discretionary compensation will be determined in accordance with the Employment Rights Act 1996, taking into account the Redundancy Payments (Continuity of Employment in Local Government, etc.) Modification Order 1999.

Part 3 – Statutory Benefits / Work Life Balance

3.1 Summary of rights to time off work / special leave

1. About this policy

1.1 This policy provides an outline of the rights for time off work / special leave. It does not apply to agency workers or the self-employed and it does not form part of any employee's contract of employment.

1.2 The rights of employees and workers to take time off work derive from a variety of statutory sources, all of which vary slightly in the way in which they work. This policy should therefore be read in conjunction with the Maternity/Adoption/Paternity/Shared Parental policies set out below.

1.3 The Trust has overall responsibility for this policy, including keeping it under review.

1.4 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.

2. Summary of time off / special leave

REASON	TIME OFF	PAID / UNPAID
Time off for antenatal appointments You may take reasonable time off to attend an antenatal appointment as a pregnant person. When accompanying a pregnant person to an antenatal appointment, you have a right to attend two appointments lasting no more than six and a half hours each.	Reasonable time off Two occasions	Paid Paid
Maternity Leave You are entitled to 52 weeks' maternity leave consisting of 26 weeks' ordinary maternity leave (OML) and 26 weeks' additional maternity leave (AML). You may return to work at any time before the end of AML (or OML) on giving eight weeks' notice.	Up to 52 weeks	In accordance with contractual terms
Time off for adoption appointments 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.	Up to 5 appointments Two occasions	Paid Unpaid

REASON	TIME OFF	PAID / UNPAID
If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions.		
Paternity Leave Qualifying employees may be entitled to take one week, or two consecutive weeks leave (at the employee's choice) of paternity leave.	One or two weeks	You may be entitled to statutory paternity pay
Parental Leave Qualifying employees may be entitled to take up to 18 weeks unpaid leave in order to care for a child.	Up to 18 weeks (in blocks of one week)	Unpaid
Shared Parental Leave Qualifying employees can take shared parental leave (SPL) in the first year of their child's life or in the first year after a child is placed with them for adoption. A mother or primary adopter can end their maternity or adoption leave, or commit to ending it at a future date, and share the untaken leave with the other parent as SPL.	Up to 50 weeks leave and up to 37 weeks shared parental leave pay	Employed parents who take SPL are eligible for shared parental pay
Emergency Time off for Dependents Employees have the right to take a reasonable amount of time off work in order to take action which is necessary to deal with particular urgent situations affecting their dependants and to make any necessary care arrangements.	Reasonable time off as agreed in advance with the Head Teacher	Paid/Unpaid
Funerals	Reasonable time off as agreed in advance with the Head Teacher	Paid/Unpaid
Bereavement and serious illness Leave of absence should be granted in the case of any close relative. The relationship of the employee to the deceased or seriously ill person is not strictly defined since requests should be dealt with sympathetically and on their individual circumstances.	Up to 5 days	Paid
Parental Bereavement Leave	Two weeks	TBC

REASON	TIME OFF	PAID / UNPAID
On 13 September 2018 the Parental Bereavement (Leave and Pay) Act 2018 received Royal Assent, providing parents with two weeks' leave and statutory bereavement pay if they lose a child under the age of 18 (including a still birth after 24 weeks of pregnancy). The details of the new right, which is expected to come into force in April 2020, will be contained in supporting regulations which will include provisions determining when the bereavement leave may be taken.		
Blood donors Employees may be granted reasonable time off on up to 3 occasions per academic year subject to each appointment not exceeding 3 hours, to be taken at a time convenient to the school and having been agreed in advance with the Head Teacher.	Up to 3 occasions per academic year	Paid
Elective or Cosmetic Surgery Employees are expected to attend appointments outside of the school day. Where this is not possible then reasonable unpaid time off may be granted for elective or cosmetic surgery (which is considered to be routine and not a medical emergency).	Reasonable time off as agreed in advance with the Head Teacher	Unpaid
Examinations Studying for and attending an examination which has been approved in advance by the Head Teacher and is deemed to be for the benefit of the school or trust.	Reasonable time off as agreed in advance with the Head Teacher	Paid
Fertility Treatment (In Vitro Fertilisation) The school is supportive of employees who wish to undergo fertility treatment.	2 days for treatment up to a maximum of 3 treatments in a rolling 12-month period	Paid
Fostering Pre and post approval training.	3 days in a rolling 12-month period	Paid Unpaid

REASON	TIME OFF	PAID / UNPAID
Where an employee is an approved long term foster carer and they have been matched with a specific child the principles of Parental Leave will be applied.	Up to 18 weeks (in blocks of one week).	
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 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 received from the court in respect of loss of earnings.	As required	Paid (Less Court Allowance)
Medical and dental appointments Employees are expected to attend routine appointments outside of the school day for example doctors, dentists, physiotherapy, hospital etc. Only in exceptional circumstances when the timing of appointments is outside of the employee's control e.g., appointments arranged by a hospital consultant; should reasonable time off be granted.	Reasonable paid time off as agreed in advance with the Head Teacher	PAID/UNPAID
Medical Procedure / Operation Where an employee is required to undergo a medical procedure/operation in hospital or equivalent (not a doctor's appointment at a surgery), as an "out or day patient", which is not elective or cosmetic surgery or dentistry and the pre-procedure/operation medical advice is that the employee will be able to return to work the following day paid absence will be granted for up to one day depending on the timing of the procedure / operation. Where the medical advice is that a rehabilitation period will be required directly after the procedure/operation the whole period, including the day of the procedure/operation will be deemed as sickness absence.	As required	Up to 1 day paid (or longer if classified as sick leave)
Redundancy Reasonable time off whilst under notice of dismissal for redundancy to look for new employment or arrange training for future employment.	Reasonable time off as agreed in advance with the Head Teacher	Paid
Religious Requests Requests for time off on religious grounds will be considered on a case-by-case basis.	Reasonable time off as agreed in	Unpaid

REASON	TIME OFF	PAID / UNPAID
	advance with the Head Teacher	
Reserve Forces Where an employee joins one of the Reserve Forces (the Reserve Land Forces Reserve Naval and Marine Forces, and the Reserve Air Forces), they may be mobilised at any time to be used on full-time operations. In addition, they will be expected to attend regular training. Training dates must be notified to the Head Teacher 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 Head Teacher. The Trust agrees to re-employ any reservist who was last employed by them in the four-week period before mobilisation for military service.	Reasonable time off as agreed in advance with the Head Teacher	Unpaid
Weather On the rare 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 Head Teacher can exercise discretion and confirm that any absence shall be paid.	As required	Unpaid
Witness / court summons If employees are summoned to appear in court / tribunal as a witness, they will be required to provide a copy of the official court / witness 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.	As required	Paid
Interview for Posts Leave of absence can be granted to allow employees to attend interviews within the Trust. Leave of absence can be granted to attend interviews with other bodies		Paid/Unpaid
Political organisations For employees who represent political organisations at political conferences	Up to 11 half days per year	Unpaid

3.2 Maternity, Paternity and Adoption Policy

1. Maternity/Adoption

Maternity/ Adoption Frequently Used Terms/Abbreviations

AML/AAL	Additional maternity/adoption leave - the last 26 weeks of a maximum of 52 weeks' maternity/adoption leave
EWC	Expected week of childbirth - the week beginning on a Sunday, in which the doctor or midwife expects your child to be born
KIT days	Up to a maximum of 10 days during maternity leave where an employee, by mutual agreement with their Head Teacher, carries out work or attends work related events, without bringing their maternity leave to an end (see section 2.8)
LEL	Lower Earnings Limit (LEL). To be entitled to statutory payments (SMP or SAP) the employee must have earnings of not less than the LEL. This is calculated based on the last normal pay day prior to the 15th week before the baby's birth date, then goes back 8 weeks from there to establish the averaging period.
MATB1	A form given to a woman by their doctor or midwife after the 20th week of pregnancy that provides medical evidence of pregnancy and shows the expected date of childbirth

MA	Maternity Allowance - an allowance usually paid to mothers who don't qualify for statutory maternity pay (SMP). A claim form is available at the UK Government website (www.gov.uk) or JobCentre Plus.
OML/OAL	Ordinary maternity/adoption leave - the first 26 weeks of a maximum of 52 weeks maternity/adoption leave
OMP/OAP	Occupational Maternity/Adoption Pay – enhanced employer payments paid during maternity/adoption leave to employees who meet the qualifying conditions and who intend to return to work after maternity leave. These enhanced payments are in addition to SMP/OAP payments and are half pay during weeks 7 to 18 of maternity/adoption leave (see section 2.3)
Partner	Your spouse, civil partner or someone living with you in an enduring family relationship but who is not a relative of the mother/primary adopter (sibling, child, parent, grandparent, aunt, uncle, niece or nephew)
Primary Adopter	A person who has been matched with a child for adoption and who has elected to be the main carer for the child
Primary Parental Order parent	A person in a legal surrogacy arrangement who is entitled to and intends to apply for a Parental Order under the Human Embryology and Fertilisation Act 2008, and who has elected to be the main carer for the child
SMP/SAP	Statutory Maternity/Adoption Pay – a legal entitlement to a certain amount of statutory pay to qualifying employees which lasts for up to 39 weeks.
Qualifying week	The 15th week before the EWC

1.1 Leave Entitlement

1.1.1 All pregnant employees and primary adopters (the parent who has elected to be the main carer of the child) have the right to 52 weeks leave, regardless of the number of hours they work or their length of service. This period of leave is made up of 26 weeks Ordinary Maternity/Adoption Leave (OML/OAL) and 26 weeks Additional Maternity/Adoption Leave (AML/AAL). Where a couple are adopting, only one parent, the primary adopter (main carer), can request adoption leave.

1.1.2 Adoption leave is also available to the primary carer in a legal surrogacy arrangement (primary Parental Order parent) for babies due on or after 5 April 2015 who has applied for, or intends to apply for, a Parental Order in respect of the child under the Human Embryology and Fertilisation Act 2008.

1.1.3 Employees starting maternity or adoption leave may also wish to consider the more flexible leave arrangements that may be available to them, which include:

- Shared Parental Leave
- Further details regarding the above can be found in section 3 of this policy.

Maternity

1.1.4 It is up to each employee to choose when to start maternity leave and how long to stay off work, subject to the following restrictions:

1.1.5 Maternity leave can start no earlier than 11 weeks before the Expected Week of Childbirth (EWC), as confirmed by the employee's MATB1 certificate;

- An employee cannot return to work during the 2 weeks after giving birth, this is compulsory maternity leave;
- If an employee has not started their maternity leave, it will be automatically triggered by either childbirth or pregnancy related absence during the 4 weeks before the EWC.

Adoption and Surrogacy

1.1.6 Only one person in an adopting couple, or the primary parental order parent in a surrogacy situation, is entitled to take adoption leave. The other partner may be entitled to take paternity leave and/or maternity support leave if they meet the qualifying criteria (see section 2).

1.1.7 Adoption leave can be taken by the primary adopter for any child placed for adoption up to the age of 18 via an official adoption agency, however, only one period of adoption leave can be taken at any time, regardless of the number of children being adopted. Adoption leave is not available in circumstances where the child is not newly placed for adoption i.e., a step-parent adopting a partner's child. Leave can also be taken by the primary parent in a legal surrogacy arrangement.

1.1.8 It is up to each employee to choose when to start adoption leave and how long to stay off work, subject to the following restrictions:

- For UK adoptions, adoption leave can start no earlier than 14 days before the date the child is expected to be placed and up to the date the child is placed with the family;
- For Overseas adoptions, adoption leave can start when the child arrives in the UK or within 28 days of this date;
- For surrogacy arrangements it can start no earlier than 14 days before the expected date of birth of the surrogate child and up to the date the child is born;
- An employee cannot return to work during the first 2 weeks of adoption leave.
- Dual approved prospective adopters (sometimes referred to as fostering to adopt) may be eligible for adoption leave and pay where they have agreed to have a child placed with them in accordance with section 22C of the Children Act 1989 with a view to them adopting that child.

1.2 Pay Entitlement

Statutory Maternity/Adoption Pay (SMP/SAP) – All Employees

1.2.1 The Trust pays SMP/SAP to employees on behalf of the Government, where certain qualifying conditions are met. SMP is paid for up to 39 weeks during an employee's maternity or adoption leave as follows:

- 90% of average weekly earnings for the first 6 weeks;
- SMP/SAP minimum rate or 90% of average weekly earnings, whichever is the lower for the following 33 weeks.
- Details of the current SMP/SAP rate can be found by visiting www.gov.uk/maternity-pay-leave or www.gov.uk/adoption-pay-leave.

1.2.2 To qualify for SMP/SAP the employee must have:

- average weekly earnings (before tax and NI) at least equal to the Lower Earnings Limit
- given the appropriate notice (see section 2.4).

1.2.3 In addition, the following qualifying conditions apply depending on the particular situation:

Maternity

- 26 weeks' continuous service by the 15th week before the EWC;
- provided proof of pregnancy including EWC (MATB1 certificate).
- If an employee does not qualify for SMP then her original MATB1 form will be returned to her along with an SMP1 form which explains why she can't receive SMP within 7 days of the Trust making their decision. If an employee does not qualify for SMP, they may qualify for Maternity Allowance (MA) which can be accessed via Job Centre Plus or via a claim form on the UK Government website (www.gov.uk).

Adoption

- weeks continuous service by the week the adopter is notified of being matched with a child;
- provided official proof of the date of placement e.g., letter from the adoption agency;
- provided a copy of the matching certificate provided by the adoption agency;
- for overseas adoptions only, provided proof of the date the child arrives in the UK.

Surrogacy

- 26 weeks' continuous service by the 15th week before the EWC;
- provided proof of pregnancy including EWC (copy of birth mother's MATB1 certificate);
- the intended parents must have applied for, or intend to apply for, a Parental Order and expect to obtain this;
- provided a copy of the parental order within 6 months of the child's birth;
- if requested must provide a 'statutory declaration' (written statement signed in the presence of a legal professional) confirming you have applied or will apply for a parental order in the 6 months after the child's birth.

Occupational Maternity/Adoption Pay (OMP/OAP) – Support Staff

1.2.4 OMP/OAP is an enhanced maternity and adoption leave pay package available to employees, when certain qualifying conditions are met. OMP/OAP provides employees with:

Weeks 1 – 6	9/10s of a week's pay including SMP or Maternity Allowance payments if you are not eligible for SMP.

Weeks 7 – 18	You will receive 12 weeks SMP entitlement. If you inform your Head Teacher in writing that you intend to return to work you will also receive ½ pay in addition to your SMP, or Maternity Allowance if you are not eligible to SMP. The ½ pay and SMP added together cannot be more than your normal full pay. **If you do not intend to return to work, you will be entitled to SMP only.**
Weeks 19 – 26	You will receive your SMP entitlement for the remaining 8 weeks of OML.
Weeks 27 – 39	You will receive your SMP entitlement for 13 weeks of AML
Weeks 40 – 52	13 weeks unpaid AML.

It is also possible to have the ½ pay element paid over a mutually agreed period. Please contact your Head Teacher to discuss this option further.

1.2.5 Employees should be aware that the OMP/OAP plus SMP/SAP payment cannot exceed their normal rate of full pay, therefore if this occurs, the occupational pay element will be reduced.

1.2.6 To qualify for OMP/OAP the employee must have:

- agreed to return to work for at least 3 calendar months following their leave (an employee will be considered to have returned to work even if they choose to add holiday to the end of leave or are unable to physically return to work due to sickness);

1.2.7 Maternity and surrogacy

- more than one year of continuous service with the Trust and/or relevant local authority at the start of the 11th week before the Expected Week of Childbirth (EWC).

1.2.8 Adoption

- more than one year of continuous local government service by the date notice is given that they are matched with a child.

1.2.9 The employee will be asked about whether they intend to return to work for the purpose of receiving the occupational pay element. The employee can choose not to respond to this request, but OMP/OAP will not be paid unless an agreement to return to work has been signed.

1.2.10 If the employee subsequently decides not to return to work after OMP/OAP has been paid then this amount will need to be refunded to the Trust.

Occupational Maternity/Adoption Pay (OMP/OAP) – Teaching Staff

1.2.11 To receive OMP/OAP, a teacher must have more than one year of continuous service as a teacher with the Trust and/or relevant local authority if this service is recognised by the Trust at the start of the 11th week before EWC. If a teacher does not have the required service, they may still be entitled to Statutory Maternity Pay (SMP).

1.2.12 OMP/OAP is paid on the understanding that the teacher will return to her employment for a period which equates to 13 weeks full time service (including periods of Trust closure). She will be considered as having returned to work even if she is unable to return to work because of sickness.

1.2.13 If the teacher does not return to work after OMP/OAP has been paid then the OMP/OAP paid for weeks 7 to 18 will need to be refunded to the Trust.

1.2.14 Payment for OMP/OAP will be as follows:

Weeks 1 – 4	Full Salary (offset against payments of SMP or MA)
Weeks 5 – 6	90% of salary (offset against payments of SMP or MA)
Weeks 7 – 18	Half pay plus lower rate SMP (paid without deduction unless this amount exceeds full pay) or 6 weeks' full pay which may be spread over any other distribution mutually agreed between yourself and the Trust during OML or AML or paid in full when you return to work following maternity leave.
Weeks 19 – 39	Lower rate of SMP only

1.2.15 Employees should be aware that the OMP/OAP plus SMP/SAP payment cannot exceed their normal rate of full pay, therefore if this occurs, the occupational pay element will be reduced.

1.3 Notification Requirements For Maternity/Adoption Leave

1.3.1 If the employee does not give the required notification, they lose their right to start maternity/adoption leave on their chosen date. The only exception to this is where it is not reasonably practicable for the employee to give notice any earlier e.g., if the baby is born much earlier than expected.

1.3.2 If the employee changes their mind and wishes to change the start date of their leave, they must give 28 days' notice (support staff) or 21 days' notice (teaching staff).

1.3.3 Written confirmation of the end date of their maternity/adoption leave will be sent to the employee by the Trust within 28 days of their notification form being received (Appendix 8 or 9). It will be assumed that the employee is taking 52 weeks leave.

Maternity

1.3.4 The employee must notify their Head Teacher in writing as soon as practicable but not later than 14 weeks before the expected week of childbirth (unless there is good cause) that they wish to be absent for maternity.

1.3.5 The employee must also complete Appendix 8 and return to their Head Teacher no later than 28 days before they want to commence their maternity leave.

1.3.6 Appendix 8 (Notification of Maternity Leave Form) includes the following information:

- Confirmation of the pregnancy and the EWC. This is usually via a MAT B1 certificate;
- The date they wish to commence maternity leave.

- As soon as is practicable after the birth, the employee should notify their Head Teacher of the baby's date of birth in writing.

1.3.7 If maternity leave is triggered by the birth of the child or pregnancy related absence during the 4 weeks prior to the EWC the maternity leave will start on the day following the first day of sickness absence or the day of childbirth. The employee must inform their Head Teacher of the date of birth as soon as reasonably practicable, and any absence should be reported to their Head Teacher in line with the sickness reporting procedures.

Adoption

1.3.8 The primary adopter should advise their Head Teacher as soon as possible, however, as a minimum, employees must give the School at least 28 days' notice in writing (or as soon as is reasonably practicable) of the date they want their Adoption pay to start. The primary adopter should complete Appendix 9 giving notice of when they would like their Adoption Leave to start and return to their Head Teacher within 7 days of being told that they have been matched with a child, which includes the following information:

- Confirmation of the adoption i.e., through the provision of a matching certificate;
- The date the child is to be placed with the employee;
- The date they wish to commence adoption leave.

Surrogacy

1.3.9 The primary parental order parent is advised to notify their Head Teacher of the surrogate's pregnancy as soon as possible, however, as a minimum, employees are asked to complete supporting document B and return to their Head Teacher by no later than 28 days before they want to commence their adoption leave. This form includes the following information:

- Confirmation of the birth mother's pregnancy and the EWC. This is usually via a copy of the birth mother's MATB1 certificate;
- The date they wish to commence adoption leave.
- A Parental Order parent is also required to provide a copy of the Parental Order within 6 months of the adoption leave/pay commencing. The Trust reserve the right to reclaim any payment made and to be compensated for leave taken, if the employee fails to provide a copy of the Parental Order within 6 months of the start of the adoption leave/pay.

1.3.10 Adoption leave would be triggered for parents in a surrogacy arrangement if the child was born earlier than the adoption leave start date.

1.3.11 As soon as is practicable after the birth, the employee should notify their Head Teacher of the baby's date of birth in writing.

1.4 Other Time Off

1.4.1 This section details entitlement to time off for pregnant employees, primary adopters and primary parental order parents. Details of time off for partners/fathers can be found in section 2.5.

1.4.2 Employees must produce evidence of all appointments if requested to do so.

Antenatal Care/Appointments

1.4.3 All pregnant employees, regardless of hours worked, pay or length of service are entitled to reasonable paid time off for antenatal appointments.

1.4.4 Antenatal appointments may include any of the following, provided they have been recommended by a doctor or midwife:

- medical appointments;
- parent craft;
- relaxation classes.
- All time off, including travelling time, will be paid at the employee's normal hourly rate of pay.

1.4.5 Where an employee does not have normal working hours, the rate of pay during any time off should be the average rate in the last 12 complete weeks prior to the time off.

Pre-Adoption Leave

1.4.6 The primary adopter is entitled to a reasonable amount of paid time off to attend up to 5 pre-adoption appointments after they have been matched with a child.

1.4.7 A maximum of up to 6.5 hours is allowed per appointment.

Pre-Surrogacy Leave

1.4.8 Employees in a legal surrogacy arrangement have the right to paid time off to attend 2 antenatal appointments with the surrogate mother.

1.4.9 A maximum of up to 6.5 hours is allowed per appointment.

Sickness

1.4.10 If an employee has not started their maternity leave, it will be automatically triggered by a pregnancy related absence during the 4 weeks before the EWC, however, before this time, a pregnancy related absence would not automatically trigger maternity leave to start. Occupational sick pay or SSP will still be payable during the 4 weeks before the EWC if the absence is due to anything other than a pregnancy related condition.

1.4.11 Employees who are sick during their maternity/adoption leave period are not entitled to sick pay as they will be receiving SMP/SAP, unless they end their maternity leave. Where an employee cannot attend work at the end of their maternity/adoption leave due to sickness, the normal contractual arrangements for sickness absence will apply.

1.5 Risk Assessments

1.5.1 The Trusts responsibility for the health and safety of our employees comes into sharp focus when considering the requirements for an expectant or new mother and therefore it is important that the Head Teacher carries out a formal risk assessment for an employee when she declares her pregnancy.

1.5.2 The risk assessment should be reviewed on a regular basis throughout the pregnancy and upon her return to work following maternity leave to ensure the operating environment is considered. Where risks that may adversely affect the health and safety of the employee or their baby are identified, the Head Teacher should consider temporary adjustments the employee's working conditions and/or hours or offer suitable alternative work, if available. The employee's normal rate of pay continues during any period of adjustment. The Head Teacher should be aware that if adjustments are not deemed to be feasible, the employee is entitled to paid leave for as long as necessary to protect her and/or the child's health and safety.

1.5.3 The following are examples of the type of risks that can arise in the workplace:

- Physical fatigue from standing or poor posture position for long periods of times can lead to miscarriage, premature birth and low birth weight. Potential remedies include avoiding excessive volume and hours of work, seating being made available, longer rest breaks or workstations being adjusted;
- Work involving substantial vibration or movement may lead to miscarriage, therefore tasks should be avoided if they risk whole body vibration or jolts to the abdomen;
- Exposure to radiation, chemical and biological agents, lead, infectious diseases, work related stress or extremes of cold and heat should also be avoided;
- For pregnant women or women who have had a caesarean section, lifting heavy items can lead to injury therefore the amount of physical work should be reduced, or suitable aids supplied.

1.5.4 The following table gives some examples of the aspects of pregnancy that may lead to changes in the work environment:

Aspect of pregnancy	Work factors to consider
Morning sickness	Early shift work, exposure to nauseating smells
Backache	Standing, manual handling, posture
Varicose veins	Standing, manual handling, posture
Haemorrhoids	Working in hot conditions
Frequent visits to toilets	Difficulty in leaving work area
Increasing size	Use of protective clothing, work in confined spaces, manual handling, speed of movement and reach
Tiredness	Overtime, night work/evening work
Balance	Working on uneven, wet or slippery surfaces

1.6 Breastfeeding

1.6.1 When a woman returns to work after maternity leave, she may have particular wishes and needs connected to the new baby, including the provision of facilities to allow her to express milk during the working day. Consideration should be given to any health and safety implications for breastfeeding employees and a risk assessment should be completed to identify any issues.

1.6.2 Although it is appreciated that space is often at a premium in many buildings, every effort should be made to provide suitably quiet and private facilities for women who are breastfeeding or expressing milk. Head Teacher should be aware that the ladies' toilets are not an acceptable facility.

1.7 Special Circumstances

Premature Births

1.7.1 If an employee has their baby prematurely, the Trust will consider each case on an individual basis as to what assistance may be relevant. For example, it may be appropriate to extend the maternity leave arrangements.

Stillbirth And Miscarriage

1.7.2 In the unfortunate event that the baby is stillborn or lost through miscarriage after 24 weeks, the employee is entitled to take maternity leave.

1.7.3 Where a miscarriage or termination takes place before 24 weeks the Trust will give sympathetic, consideration to the individual circumstances. Where necessary, sick leave or other leave may be appropriate, depending on the needs of the employee and any medical opinion.

Adoption Placement Ends

1.7.4 Adoption leave will end where the adoption placement does not take place or breaks down or where the child dies. The adoption leave will end 8 weeks after such an event.

Parental Order Is Refused

1.7.5 Where the intended parents' application for a Parental Order is refused by the court, the employee's entitlement to adoption leave will end 8 weeks later or at the end of the adoption leave, whichever is earlier.

1.7.6 For surrogacy arrangements the Trust reserve the right to reclaim any payment made and to be compensated for leave taken, if the employee fails to provide a copy of the Parental Order within 6 months of the adoption leave/pay commencing.

1.8 Keeping In Touch (KIT) Days

1.8.1 All employees on maternity or adoption leave can participate in up to 10 KIT days where an employee can work without bringing their leave to an end. KIT days are not limited to the employee's normal job and can include attending training events, appraisals, meetings, as well as enabling an employee to return to work gradually at the end of their leave.

1.8.2 Any KIT days must be mutually agreed, therefore just as an employer cannot insist that work is carried out during a maternity or adoption leave period, an employee cannot insist on working during the period.

1.8.3 Working any part of a day will count as one full day for the purpose of calculating the number of KIT days taken.

1.8.4 Payment arrangements should be discussed and clearly understood and agreed before any work is undertaken and efforts should be made to ensure both the employee and Head Teacher are fully aware of the work to be carried out on the day.

1.8.5 Where an employee has multiple posts within the Trust only 10 KIT days can be taken in total as they are allocated per person, not per job. In addition, in the case of employees on maternity leave, KIT days cannot be taken during the first two weeks following the birth.

Payment For KIT Days

1.8.6 Payment will be based on the number of hours actually worked on a KIT day, paid at their normal rate of pay, offset against any SMP/SAP and/or OMP/OAP received FOR THAT DAY.

1.9 Returning To Work Following Maternity/Adoption Leave

1.9.1 It will be assumed that an employee will take their full 52 weeks of maternity or adoption entitlement and will return to work at the end of their AML/AAL.

1.9.2 Staff are required to give at least 28 days' notice of the date they intend to return to work following maternity/adoption leave.

1.9.3 Notice must be given in writing to the Head Teacher.

1.9.4 If less than the required notice is given, the Trust can postpone the return to ensure there is the correct notice, although any postponement cannot go beyond the end of the 52-week maternity or adoption leave period.

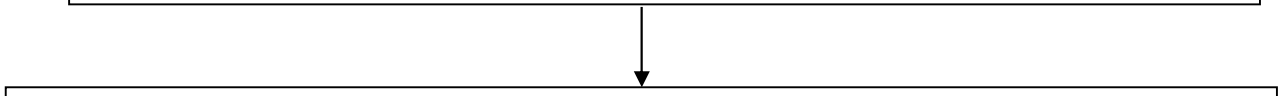
1.9.5 If the employee does not want to return to work after their maternity/adoption leave, they are required to give the Trust notice in line with their contract of employment.

1.9.6 The Head Teacher should ensure they meet with the employee, either prior to their return or immediately upon their return, to aid their smooth return to the workplace and discuss any particular needs they may have.

1.10 Maternity Leave Flowchart/ Timeline

This timeline provides a helpful summary of the main times to be aware of where a maternity situation occurs within the workplace.

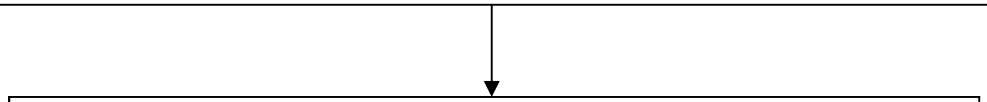
The employee informs the School of their intention to take maternity leave at least 14 weeks before the EWC. Following this the Head Teacher must conduct a risk assessment as soon as possible.



The employee completes Notification of Maternity Leave form (Appendix 15) advising their Head Teacher of the forthcoming absence

(section 1.4):

- No later than **28 days** before a maternity absence begins.
- Notification includes details of the pregnancy and the expected absence.

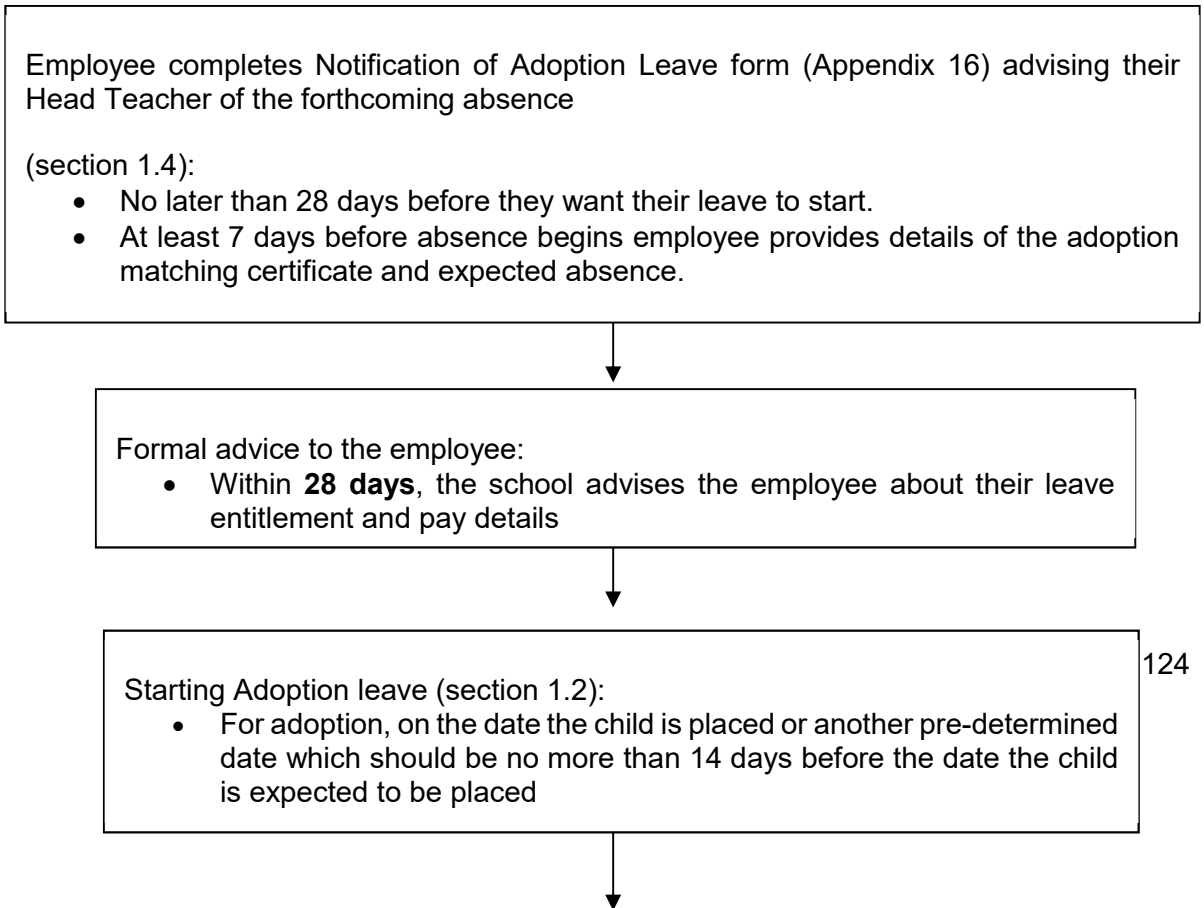


Formal advice to the employee:

- Within **28 days**, the school advises the employee about her leave entitlement and pay details

1.11 Adoption Leave Flowchart/ Timeline

This timeline provides a helpful summary of the main times to be aware of where an adoption situation occurs within the workplace.



2. Paternity

Frequently Used Terms/Abbreviations

EWC	Expected week of childbirth - the week beginning on a Sunday, in which the doctor or midwife expects your child to be born
MSL/ASL	Maternity/adoption support leave – one week's leave at full pay taken within 56 days of the birth/adoption by father/partner or, where the mother does not have a partner and is not being supported by the child's father, the nominated carer of the expectant mother (see section 3.2.2)
SPP	Statutory Paternity Pay – a legal entitlement to a certain amount of statutory pay to qualifying employees which is paid for up to 2 weeks.

2.1 Leave Entitlement

Paternity Leave

2.1.1 Paternity leave provides employees whose partner is having a baby, adopting a child or having a baby through a surrogacy arrangement with **1 or 2 weeks** time off work, subject to the following criteria being met:

- have been continuously employed for 26 weeks by the end of the 15th week before EWC or, for adopters, the date they were notified of a match;
- expect to have responsibility for the upbringing of the child.

2.1.2 Paternity leave must be taken in full week blocks, therefore, where an employee intends to take two weeks of paternity leave, these must be taken consecutively, or the second week will be lost. Only one period of leave is available per pregnancy or adoption, irrespective of the number of children born or adopted. A week is the same amount of days that you normally work e.g., if you only work Mondays and Tuesdays a week is 2 days.

2.1.3 Paternity leave is intended to be used to support the mother or adopter; therefore, it cannot be taken before the birth and should be taken within 56 days of the birth or placement. If the baby is born early, this time limit is extended to within 56 days of the EWC.

2.1.4 Whilst the employee is unlikely to know the actual date, they want their leave to start, they should indicate the timeframe they are intending to take their leave in, which will be either:

- the date the child is born or placed;
- a certain number of days or weeks after the child is born;
- from a pre-determined date after the first day of the EWC (if the child has not been born by this date, the employee must choose another date).

2.1.5 If the employee chooses to start their leave on the date of the child's birth or placement and they are at work that day, the leave will actually commence the following day.

Maternity/Adoption Support Leave (Support Staff)

2.1.6 Employees who are employed under NJC (Green Book) terms and conditions are entitled to take 1 week of Maternity/Adoption Support Leave, providing they are the child's father or the mother/primary adopter's partner or the expectant/new mother's nominated carer.

2.1.7 A nominated carer is a person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth. For the purposes of this leave the mother/adopter can only chose one nominated carer.

2.1.8 MSL/ASL cannot be taken before the birth and should be within 56 days of the birth. Employees are only entitled to maximum of two weeks leave in total, therefore, where an employee is eligible for MSL/ASL, this will replace the first week of any paternity leave that they may also be entitled to. Nominated carers of the expectant/new mother are not entitled to claim paternity leave.

Maternity Support Leave cannot be taken in addition to Paternity Leave.

2.2 PAY

Occupational Paternity Pay (OPP)

2.2.1 OPP is enhanced paternity pay available to employees, when certain qualifying conditions are met. OPP provides employees with 2 weeks leave paid at the employee's normal rate of pay offset against SPP. The Trust pays SPP to employees on behalf of the Government.

2.2.2 To qualify for SPP the employee must have:

- 26 weeks continuous service by the 15th week before the EWC or the week the adopter is notified of being matched with a child;
- average weekly earnings (before tax and NI) at least equal to the Lower Earnings Limit);
- provided proof of pregnancy including EWC (MAT B1 certificate) or adoption including date of placement (matching certificate);
- given appropriate notice (see section 2.3).

Maternity/Adoption Support Leave (MSL/ASL)

2.2.3 Employees will receive their normal rate of pay during MSL/ASL.

2.3 Notification Requirements

2.3.1 The employee can change their mind about the start date for their paternity and/or maternity/adoption support leave, however, they should provide their Head Teacher with 28 days of notice of any change, unless this is not reasonably practicable.

Paternity Leave

2.3.2 The employee should notify their Head Teacher of their intention to take paternity leave by the 15th week before the EWC, or for adoptive parents within 7 days of being notified of an adoption match or as soon as reasonably practicable (no later than 28 days before the start of the leave).

2.3.3 The employee should complete the paternity leave application form (see Appendix 10) and return it to their Head Teacher.

Maternity/Adoption Support Leave

2.3.4 Where an employee wishes to take maternity/adoption support leave, either in addition to paternity leave or on its own, they should complete and return the MSL/ASL application form (see Appendix 11). The expectant mother/adopter will also need to sign this form to declare that the employee is the only person they have nominated as their carer. This form must be returned to their Head Teacher along with a copy of the maternity certificate (MATB1) or adoption placement certificate.

2.4 Other Time Off

2.4.1 In addition to entitlements for the mother, primary adopter/parental order parent, **all employees** are entitled to take unpaid leave in order to attend up to **2 antenatal or pre-adoption appointments** providing they are:

- the baby's father;
- the expectant mother/primary adopter's spouse or civil partner;
- in a long-term relationship with the expectant mother/adopter;
- parental order parents in a legal surrogacy arrangement who intend to become the child's legal parents.

2.4.2 The employee can take up to a maximum of 6½ hours per appointment.

2.5 Special Circumstances

Premature Births

2.5.1 If an employee's baby is born prematurely, at any point in the pregnancy, they will be eligible to take paternity leave and/or maternity support leave as usual.

Stillbirth And Miscarriage

2.5.2 In the unfortunate event that the baby is still born or lost through miscarriage after 24 weeks, the employee is entitled to take paternity and/or maternity support leave.

2.5.3 Where a miscarriage or termination takes place before 24 weeks the Trust will give sympathetic consideration to the individual circumstances.

2.6 Paternity Leave Flowchart/ Timeline

This flowchart/timeline provides a helpful summary of the main times to be aware of where a maternity support leave and paternity situation occurs within the workplace.

Employee completes either the Paternity Leave Application Form (Appendix 17) or the Maternity/Adoption Support Leave Application Form (Appendix 18), whichever is appropriate, notifying their Head Teacher of their forthcoming absence

- No later than the **15th week before the EWC,** or for adoptive parents, within **7 days** of being notified of an adoption match

3. Shared Parental Leave (SPL)

Shared Parental Leave Frequently Used Terms/Abbreviations

Booking notice	A written request from an employee of dates they wish to take SPL, giving at least 8 weeks' notice. Employees can submit up to a maximum of 3 booking notices. (see Appendix 13 - SPL Booking Notice application)
Continuous leave	Request to take a single block of SPL. Such requests must be approved by employers
Discontinuous leave	Request for several periods of SPL on one booking notice form i.e., take a period of SPL, return to work, take another period of SPL. Approval for such requests is at Head Teacher's discretion (see section 3.6.2)
EWC	Expected week of childbirth - the week beginning on a Sunday, in which the doctor or midwife expects your child to be born
Notice of curtailment	Written notice from an eligible mother/primary adopter or parental order parent to end their maternity/adoption leave early. This creates a number of weeks, up to a maximum of 50, which can be taken by either parent/partner as SPL if they meet the eligibility criteria (also see 'Reducing the Pay Period' below)
Notice of entitlement	Written notice from an employee stating that they meet the eligibility criteria to take SPL
OMP/OAP	Occupational Maternity/Adoption Pay – enhanced employer maternity payments paid during maternity/adoption leave to employees who meet the qualifying conditions and who intend to return to work after maternity leave. These enhanced payments are in addition to SMP/OAP payments and are half pay during weeks 7 to 18 of maternity/adoption leave (see section 1.3)
Primary Parental Order parent	A person in a legal surrogacy arrangement, who are entitled to and intend to apply for a Parental Order under the Human Embryology and Fertilisation Act 2008, and who have elected to be the main carer for the child
Primary Adopter	A person who has been matched with a child for adoption and who has elected to be the main carer for the child
Reducing the pay period	Where an eligible mother/primary adopter or parental order parent ends their maternity/adoption leave early, ending their SMP/SAP (or MA) and/or OMP/OAP payments (see ShPP below)
Revoking notice to curtail	Once an employee has given notice to end their maternity/adoption leave this can only be revoked (withdrawn) in very limited circumstances (see section 3.7.2)
SMP/SAP	Statutory Maternity/Adoption Pay – a legal entitlement to a certain amount of statutory pay to qualifying employees which lasts for up to 39 weeks. As of 6 April 2015, the statutory SMP/SAP rate is £139.58 per week (see section 1.3.1)
SPL	Shared Parental Leave - must be taken in blocks of at least one week and taken between the baby's birth and first birthday or within 1 year of adoption (see section 3.2)
ShPP	Statutory Shared Parental Pay - Up to a maximum of 37 weeks' pay is created when an eligible mother/primary adopter or

	parental order parent ends their maternity/adoption leave early (see section 3.5)
SPLiT days	Shared Parental Leave in Touch Days - days during SPL leave where an employee, by mutual agreement with their Head Teacher carries out work/attends work related events up to a maximum of 20 days without bringing their shared parental leave to an end (see section 3.9).

3.1 What Is Shared Parental Leave?

3.1.1 SPL gives eligible parents increased flexibility to choose how to share the care of their child during the first year of birth or adoption. In contrast to maternity, adoption and paternity leave, eligible employees will be able to stop and start their SPL, return to work between periods of leave and it enables both parents to be on leave at the same time.

3.1.2 The mother/primary adopter may choose to reduce the weeks of maternity/adoption leave below 52 weeks in order to create some weeks of SPL. The mother/primary adopter can do this by returning to work or by giving notice that they will end their maternity/adoption leave on a future date. The number of weeks maternity/adoption leave already taken will be deducted from the total entitlement of 52 weeks to calculate the number of weeks of SPL that are available to the mother/primary adopter and their partner/father of the child if they both satisfy the eligibility criteria. The mother/primary adopter can share their leave with only one other person.

3.1.3 Employees who are eligible can therefore chose to end their maternity/adoption leave/pay early and commence shared parental leave/pay.

3.1.4 They will be able to choose how to split the available leave between them and can decide to be off work at the same time or different times. They will need to decide how to divide the leave and pay entitlements between them, as leave or pay taken by one parent will reduce the pool of leave and pay that is available to the other parent.

3.1.5 SPL can be taken as a single continuous block or in smaller blocks of discontinuous leave (a minimum of a week at a time) interspersed with time at work. This is in contrast to maternity leave which can only be taken in a single continuous block by the mother/primary adopter.

3.2 Who Can Access Shared Parental Leave?

3.2.1 SPL can only be accessed by individuals who share the main responsibility for the care of the child at the time of the birth or placement for adoption. SPL can be used by the mother plus either the father of the child or the mother's spouse/civil partner/partner, subject to qualifying criteria. SPL can also be accessed by adoptive parents and parental order parents in a legal surrogacy arrangement who intend to become the child's legal parent.

3.2.2 In order to qualify for SPL, the mother/primary adopter must satisfy the following criteria:

- share responsibility for the child with your partner/child's other parent
- be entitled to maternity/adoption leave or pay (including Maternity Allowance)
- have ended or given notice to end their maternity/adoption entitlements

3.2.3 A parent intending to take SPL must:

- be an employee;
- share the primary responsibility for the child with the other parent at the time of birth or placement for adoption;
- have properly notified their entitlement and intention to take SPL, complying with the SPL process set out in this policy and have provided the necessary declaration (Appendix 11) and evidence;
- have at least 26 weeks service at the end of the 15th week before the EWC or the matching date;
- still be working for the organisation at the start of each period of SPL.

3.2.4 The partner must:

- meet the 'employment and earnings test' by having been an employed or self-employed earner for a total of 26 weeks (not necessarily continuously) and earned an average of at least £30 a week in any 13 of those weeks in the 66 weeks leading up to the EWC or matching date.
- It is the employee's responsibility to check they are eligible for SPL and/or pay and both parties will be required to submit a declaration stating that they are eligible (see section 3.6.1).

3.3 Leave Entitlement

3.3.1 A mother/primary adopter/parental order parent must take a minimum of 2 weeks of maternity/adoption leave before it can be ended early (curtailed). During this time, the father/partner may be eligible to maternity support leave or paternity leave (see section 2).

3.3.2 The mother/primary adopter can only opt into SPL and/or ShPP if they bring forward the date on which their maternity/adoption leave period ends either by returning to work or giving written notice that they intend to curtail their leave on a future date. Depending on the date chosen by the mother/adopter, this will create up to a maximum of 50 weeks that can be taken as SPL.

3.3.3 If the mother/primary adopter takes 51 weeks or more of their maternity/adoption leave no SPL will be created, as only the untaken balance can be taken as SPL.

3.3.4 The minimum period of SPL which can be taken is one continuous week and the maximum period is 50 weeks. SPL can start on any day of the week. Employees are only entitled to a maximum of 50 weeks SPL regardless of the number of children born as a result of the pregnancy or the number of children placed under the same adoption agreement.

3.4 Pay Entitlement

3.4.1 Statutory Shared Parental Pay (ShPP) will be created where an eligible mother/primary adopter brings their SMP/SAP or MA to an end early, known as "reducing" the pay period. A mother/primary adopter must take at least 2 weeks of SMP/SAP before it can be reduced.

3.4.2 As with SPL, the mother/adopter can only opt into ShPP if they bring forward the date on which their SMP/SAP or MA period ends, by either returning to work or giving written

notice that they intend to reduce their pay period on a future date. Depending on the date chosen by the mother/primary adopter, this will create up to a maximum of 37 weeks that will be available as ShPP.

3.4.3 If the mother/adopter takes 38 weeks or more of SMP/SAP or MA then no ShPP will be created, as only the untaken balance can be taken as ShPP.

3.4.4 In order to qualify for Statutory Shared Parental Pay (ShPP), the employee must:

- meet the criteria set out in section 3.3;
- have average weekly earnings (before tax and NI) at least equal to the Lower Earnings Limit.

3.4.5 Details of the current ShPP rate can be found by visiting https://www.gov.uk/shared-parental-leave-and-pay

3.4.6 Occupational maternity/adoption pay (OMP/OAP), paid during weeks 7 to 18 of maternity/adoption leave, is only available to the mother/primary adopter during maternity/adoption leave.

3.4.7 By ending their maternity leave early and commencing shared parental leave the mother/primary adopter loses any entitlement they may have had to occupational maternity/adoption pay (OMP/OAP). Therefore, employees who are entitled to OMP/OAP may wish to end their maternity leave after their entitlement to OMP/OAP has expired (after the 18th week of maternity leave).

3.5 Notification Requirements

3.5.1 It is the employee's and their partner/child's father's responsibility to ensure that they meet the eligibility criteria for SPL and/or ShPP before submitting the relevant forms to their Head Teacher detailed below (see section 3.3).

Notice Of Entitlement And Curtailment

3.5.2 An employee who is intending to take SPL, either as the mother/primary adopter or the mother/primary adopter's partner/child's father must give their Head Teacher notification of their entitlement and intention to take SPL at least 8 weeks before they can begin any period of SPL by completing the relevant notice of entitlement form at Appendix 11 in this policy.

3.5.3 An employee who is the mother/primary adopter can bring forward the date on which their maternity/ adoption leave and pay ends by either:

- giving written notice of curtailment to end maternity/adoption leave early (by completing Appendix 11);
- returning to work.

3.5.4 Once written notice of ending maternity/adoption leave early (curtailment) has been given, it is binding, and the leave will end on the date specified in the notice. A mother/primary adopter cannot change their decision to end maternity/adoption leave after notice has been given except in very limited circumstances (see section 3.7.2).

3.5.5 The notice of entitlement must include an indication of when the employee expects to take their leave, although this is non-binding and does not give the employee an entitlement to take the leave. It encourages the employee to think ahead and consider how they might want to take their SPL, but they will still need to give their Head Teacher a booking notice to take particular periods of SPL (Appendix 13) (see section 3.6.2).

3.5.6 Once the mother/primary adopter returns to work, they cannot restart their maternity/adoption leave, however, their SPL leave and pay periods will continue to run in the background. If the mother/primary adopter wishes to opt into SPL and pay after returning to work, they must give at least 8 weeks' notice to end their maternity/adoption pay period and must still be within the 39 week pay period in order to be eligible for ShPP.

3.5.7 Within 14 days of the SPL entitlement notification being submitted by the employee the employer can request that they provide the following information:

3.5.8 The name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead);

3.5.9 For biological parents, a copy of the child's birth certificate (or where one has not been issued yet, a declaration as to the time and place of birth);

3.5.10 For adoptive parents, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption;

3.5.11 For parental order parents, a copy of the child's birth certificate (or where one has not been issued yet, a declaration as to the time and place of birth) and a statutory declaration that you intend to apply for a Parental Order within 6 months of the child's birth and that you expect that Order to be made.

3.5.12 In order to be entitled to SPL the employee must provide this information within 14 days of it being requested. This information is requested in the Notice of Entitlement forms (Appendix 11) and can be provided at the same time as the form or within 14 days of this date.

3.6 Booking Shared Parental Leave (SPL)

3.6.1 In addition to providing notification of entitlement to SPL, the employee is also required to submit notice to book a period of leave. In most cases, the booking notice will be submitted at the same time as the notice of SPL entitlement form is submitted, as employees are also required to provide 8 weeks' notice of any requested leave.

3.6.2 An employee is only entitled to submit **3 booking notices** during SPL to book leave or to vary a previously agreed pattern of leave. Each of the notifications to book leave may request either a single, continuous block of leave or discontinuous periods of leave.

3.6.3 Where an employee requests to take a single block of leave, the notification cannot be refused.

3.6.4 A request to take a pattern of discontinuous leave can be refused by a Head Teacher if they feel it cannot be accommodated e.g., 2 weeks in June, 3 weeks in September and all of November and December in the same notification. The Head Teacher will have a 2-week period, starting on the date the booking notice is submitted by the employee, to discuss the pattern of leave requested, propose alternatives and try to reach a compromise regarding the leave if possible.

3.6.5 If a discontinuous pattern of leave is refused and no alternative can be agreed, or if the employee does not receive a response within 14 calendar days, the employee is entitled to take the total number of weeks leave requested on the booking notice as a single continuous block of leave starting on the initial start date of the first period of leave requested by the employee.

3.6.6 If no agreement is reached for discontinuous leave requests the employee has 15 calendar days from the date they submitted their form, to withdraw their request without it counting as one of their booking notices. In addition, the employee has 19 calendar days from the date they submitted their form to change the start date of the continuous period of leave. If the employee does not choose a start date, then the leave will begin on the first leave date requested in their original notification.

3.6.7 Employees should use Appendix 13 to book a period or periods of SPL.

3.7 Changing Leave Arrangements

Request To Vary Previously Agreed SPL

3.7.1 An employee can change an agreed period of SPL providing they give their Head Teacher 8 weeks' notice of the variation. Any notice to vary previously agreed leave counts towards the total entitlement of 3 booking notices.

3.7.2 Employees should use Appendix 13 to vary a period or periods of SPL.

Revoking Notice To Curtail Maternity/Adoption Leave

3.7.3 Once an employee has given notice to end (curtail) their maternity/adoption leave, they may only withdraw (revoke) the notice if:

- They have not already returned to work;
- the end (curtailment) date has not passed;
- and, where one of the following circumstances applies:
- it is discovered in the 8 weeks following the notice that neither the mother/primary adopter nor their partner has any entitlement to SPL or ShPP;
- in the event of the death of the partner;
- if the notice was given before birth and the mother withdraws her maternity leave curtailment notice in the six weeks following the birth (maternity only).

3.7.4 If an employee revokes their notice in the first two circumstances above, there is no further opportunity to opt into SPL at a later date for the same child. In the third

circumstance, the employee will be able to opt into SPL at a later date in line with the usual notification requirements.

3.7.5 Where an employee withdraws (revokes) their notice to end their maternity leave within 6 weeks of the birth, their partner/child's father's entitlement to SPL will cease with immediate effect. The partner/child's father must notify their Head Teacher that they are no longer entitled to SPL, however, their Head Teacher may require them to be absent for up to 8 weeks to enable them to stand down any cover arrangements that have been put in place. During this time, the employee's absence will still be treated as SPL, even though there is no entitlement. During this time, the employee will no longer be entitled to ShPP, therefore the absence will be unpaid.

3.7.6 If an employee who is the partner/child's father has already taken some SPL and pay when the mother/primary adopter revokes their notice to curtail their maternity/adoption leave, the Trust will not seek to recover the payment as they were entitled to it at the point it was taken. However, if the mother/primary adopter opts into SPL at a later date, the SPL and ShPP already taken will be deducted from the remaining total available.

3.7.7 The employee must inform their Head Teacher in writing if they wish to revoke a notice to curtail their maternity/adoption leave.

3.8 Special Circumstances

Premature Birth

3.8.1 If an employee has booked a period of SPL to start within 8 weeks of the child's EWC, the employee can take the leave and pay after the actual birth if they wish. The employee will need to give their Head Teacher notice to vary the SPL that they originally applied for as soon as practicable following the birth.

3.8.2 If an employee has not booked a period of SPL and the child is born 8 weeks or more before the EWC, they can book a period of leave to start within 8 weeks of the actual birth providing they give notice as soon as reasonably practicable after the birth.

3.8.3 Any changes required to leave that is planned after 8 weeks following the birth would be subject to the usual 8 weeks' notice, irrespective of the child having been born early.

Maternal, Paternal Or Infant Death

3.8.4 If the mother/primary adopter dies without having taken any maternity/adoption leave or pay, the full 52 weeks of leave and 39 weeks of pay will be available as SPL and pay. If the mother/primary adopter dies after they have already taken some maternity/adoption leave or after they have curtailed their maternity/adoption leave, the amount of SPL available for the partner/child's father will be 52 weeks leave/39 weeks pay minus the number of weeks leave already taken. Where the mother has died, the requirement for the partner to give 8 weeks' notice of entitlement and to book SPL initially will not apply.

Should the partner choose not to take the leave in a single continuous block, subsequent notices to take SPL will remain subject to 8 weeks' notice.

3.8.5 If the partner/child's father dies before the mother/primary adopter have curtailed their maternity/adoption leave, they will remain on maternity leave and will no longer be able to opt into SPL. If the death occurs after the mother/adopter has curtailed their maternity/adoption leave but before they returned to work, they can revoke their curtailment notice and revert to maternity leave. Alternatively, they can remain opted into SPL and all remaining SPL will revert to them. Where the employee has used their 3 notifications of leave, they will acquire a statutory right to a 4th notification to book the leave. The 8 weeks notification period will not apply for the first period of leave booked or varied following the partner/child's father's death.

3.8.6 If the child dies before the mother/primary adopter has curtailed their maternity/adoption leave, they will no longer be entitled to opt into SPL. The mother/primary adopter will remain entitled to maternity/adoption leave and the partner/child's father will remain entitled to paternity leave and pay. If the child dies after they have opted into SPL, they will both be entitled to take the leave and pay that they had already booked. Any entitlement that had not been booked at the time of the child's death will no longer be available.

3.9 Shared Parental Leave In Touch (SPLiT) Days

3.9.1 All employees, taking SPL can participate in up to 20 SPLiT days each without bringing their leave to an end. SPLiT days are not limited to the employee's normal job and can include attending training events, appraisals, meetings, as well as enabling an employee to return to work gradually at the end of their leave.

3.9.2 Any SPLiT days must be mutually agreed, therefore just as an employer cannot insist that work is carried out during a period of SPL, an employee cannot insist on working during the period.

3.9.3 Working any part of a day will count as one full day for the purpose of calculating the number of SPLiT days taken or pay received.

3.9.4 Payment arrangements should be discussed and clearly understood and agreed before any work is undertaken and efforts should be made to ensure both the employee and Head Teacher are fully aware of the work to be carried out on the day.

3.10 Payment For SPLiT Days

3.10.1 Payment will be based on the number of hours actually worked on a SPLiT day, paid at their normal rate of pay, offset against any SMP/SAP and/or OMP/OAP received for that day.

3.11 Returning To Work Following SPL

3.11.1 Employees are expected to return to work on the next working day after the end date of any period of SPL, unless they inform their Head Teacher otherwise. If they are unable to attend work due to sickness the normal sickness absence notification requirements

apply. In any other case, later return without prior notice may be treated as unauthorised absence.

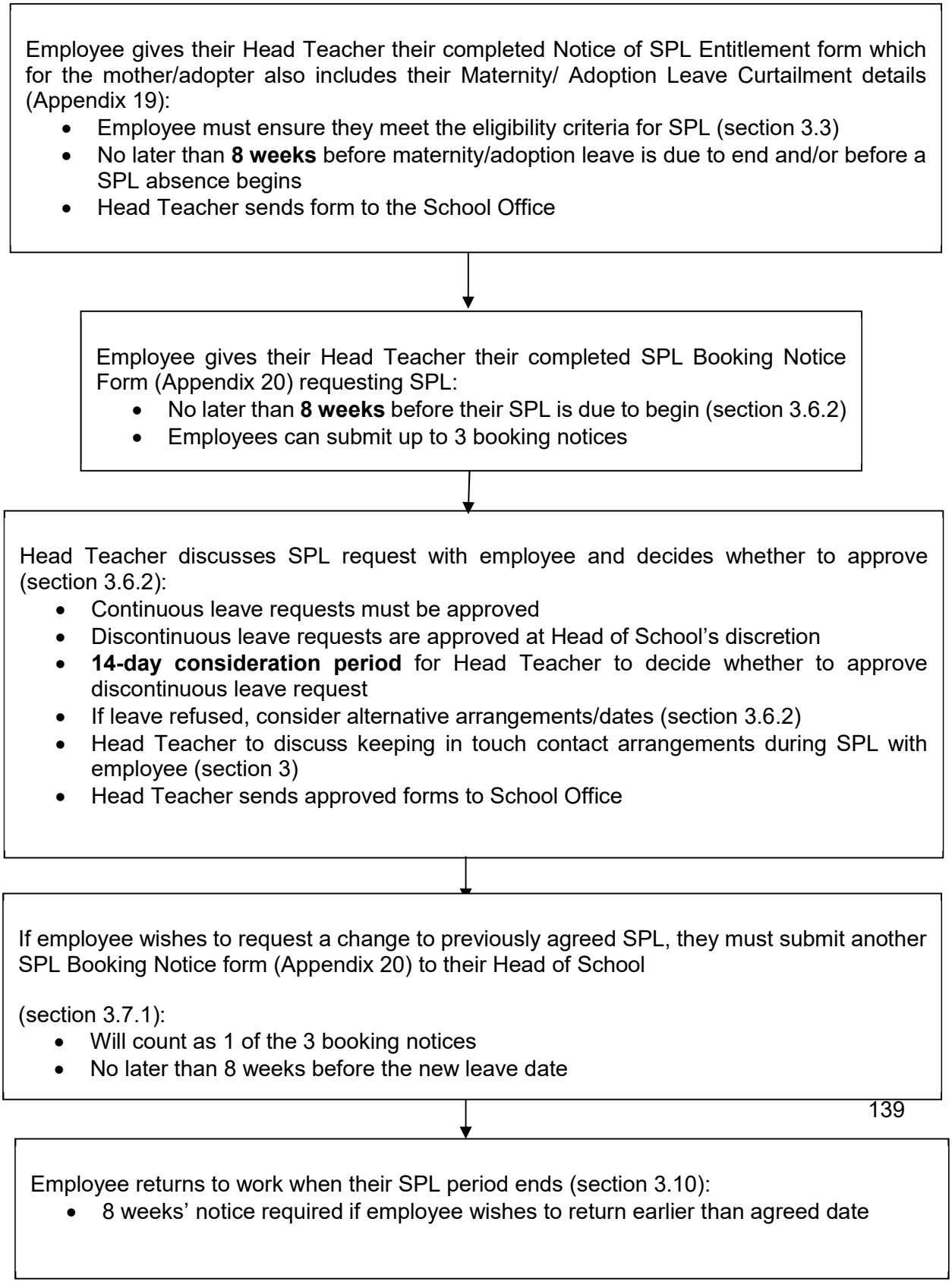
3.11.2 If an employee wished to return earlier than the expected return date, they may provide written notification to vary the leave and must give at least eight weeks' notice of their date of early return. If they have already used their three notifications to book and/or vary leave, then the Trust does not have to accept the notice to return early but may do so if it is considered to be reasonably practicable to do so.

3.11.3 If the employee does not want to return to work after their SPL, they are required to give the Trust notice in line with their contract of employment.

3.11.4 The Head Teacher should ensure they meet with the employee either prior to their return or immediately upon their return to aid their smooth return to the workplace and discuss any particular needs they may have.

3.12 Shared Parental Leave Flowchart/ Timeline

This timeline provides a helpful summary of the main times to be aware of where a shared parental leave situation occurs within the workplace.



Parental leave is different from Shared Parental Leave and offers support to employees with children aged under 18 years who wish to take unpaid leave to care for their child.

4.1 Entitlement

4.1.1 Employees who have been continuously employed with the Trust for one year are entitled to **unpaid** parental leave, provided they expect to have responsibility (i.e., parental responsibility) for a child. The leave should be taken before the child's 18th birthday. Employees should be the parent:

- named on the child's birth certificate
- named on the child's adoption certificate
  OR
- have legal parental responsibility for the child

4.1.2 Eligible employees are entitled to unpaid parental leave of a maximum of 18 weeks for each child. Employees may not take more than 4 weeks' leave in respect of an individual child during a calendar year. The right to take leave applies in relation to each child, including twins or other multiple births. What amounts to "caring for a child" is construed quite widely and could include simply spending more time with the child.

4.1.3 Leave must be taken in blocks of one week. If the child qualifies for a disability living allowance, however, the leave can be taken as single days or multiples of a day.

4.1.4 Both birth and adoptive parents may exercise these rights.

4.2 Notice

4.2.1 Employees must give the Head Teacher 21 days' notice of the date on which they wish their leave to begin. The notice given must specify the intention to take parental leave and the dates on which the period of leave is to begin and end (See Appendix 10 – example notification form for Parental Leave).

4.2.2 In addition, The Trust may ask for evidence of an employee's entitlement.

4.2.3 The type of evidence that may be requested should show:

- The employee's responsibility or expected responsibility for the child in respect of whom they propose to take parental leave
- The child's date of birth, or in the case of a child who was placed with the employee for adoption, the date on which the placement began
  AND
- Where the employee's entitlement depends on whether the child is entitled to disability living allowance (i.e., they wish to take parental leave for a period of less than one week), the child's entitlement to that allowance.

4.3 Postponement Of Leave

4.3.1 The Head Teacher can postpone the parental leave if he/she considers that the employee taking leave at that time would unduly disrupt the operation of the Trust. The

employee must be informed of any postponement within seven days of receipt of the notice of their intention to take leave. The Head Teacher must:

- Agree to allow the employee to take the same period of leave at a specified later date
- Consult with the employee about the new start date, which must be within six months of the date originally requested
- Write to the employee confirming the postponement, the reasons for it and the new dates when leave will start and end

4.3.2 Parental leave cannot be postponed if it is being taken on the birth of a child or the placement of a child for adoption.

4.4 Returning To Work

4.4.1 If the period of leave is four weeks or less, the employee has the right to return to the same job. If the period is more than four weeks (because it followed on from other statutory leave), the right is to return to the same job. However, if that is not reasonably practicable, the employee has the right to return to a similar job;

- With the same seniority, pension rights and similar rights
- On terms and conditions not less favourable than those which would have applied if they had not been absent

4.4.2 The employee will not to be subjected to any detriment by the Trust for taking or requesting parental leave.

4.5 Parental Bereavement Leave

4.5.1 Employees may take up to 2 weeks' paid leave, in the unfortunate event of a child passing away when they are under the age of 18. This also applies if an employee has suffered a stillbirth after 24 weeks of pregnancy.

4.5.2 Parental Bereavement Leave can be taken as either a single 2-week block or 2 separate blocks of one week each. The leave can be taken up to the 56th week after the child has passed away.

4.5.3 This leave will be paid at statutory rate if the employee has 26 weeks' service.

4.5.4 A week's notice must be given in cases where the leave is not immediately after the death or stillbirth and the notice must include:

- the date of the death or stillbirth;
- the date on which the employee chooses any period of absence to begin; and
- whether the employee intends that period of absence to be a period of one or two weeks parental bereavement leave.

4.5.5 Employees are entitled to Parental Bereavement leave if they:

- are a biological/birth parent of the child under the age of 18 years; or

- have acquired formal parental responsibility under the Children Act 1989 of the child who is under 18 years old; or
- have adopted the child under the age of 18.

4.6 Communication During Leave

4.6.1 Due to the length of time the employee is likely to be away from their place of work as a result of maternity, adoption or shared parental leave, it is important that the employee discusses the way in which they would like their Head Teacher to communicate with them during their leave.

4.6.2 This contact should not be about engaging in any work, but simply about keeping the employee up to date with any workplace developments, vacancies and training opportunities that may arise during the course of their leave. Towards the end of their leave, the Head Teacher may wish to discuss return to work arrangements, or the employee may wish to discuss the possibility of flexible working. Further information on the right to request flexible working can be found on the SharePoint.

4.7 Terms And Conditions During Leave

4.7.1 An employee on maternity/adoption leave or SPL is entitled to return to the job in which they were employed under their original contract of employment on terms and conditions not less favourable than those that would have applied if they had not been absent. Where it is not be possible for the employee to return to their original job, due to restructure or redundancy, the Trust must offer a suitable alternative vacancy where one exists.

4.8 Annual Leave

4.8.1 An employee's normal annual leave entitlement and bank holiday entitlement continues to accrue during maternity/adoption leave and SPL.

4.8.2 It is possible to carry forward holidays from one annual leave year to the next where the period of maternity/adoption leave, or SPL will continue over two annual leave years. In this situation, the employee should take a proportionate amount of their holiday allocation before their maternity/adoption/shared parental leave begins and the remaining holiday from that leave year should then be added to the end of their leave. The employee should receive a substitute day of leave for each bank holiday that occurs during their maternity/adoption leave or SPL.

4.8.3 The employee should discuss their annual leave arrangements with their Head Teacher before their maternity/adoption leave commences.

4.9 Pensions

4.9.1 During maternity, adoption, paternity or shared parental leave, the employee pays pension contributions on the actual payment received, therefore the employee's service during this period counts in full, as contributions are paid.

4.9.2 During any period of maternity, adoption, paternity or shared parental leave where no pay is received, the employee will make no pension contributions and therefore the employee's service during this time does not automatically count for pension purposes.

The employee can choose to pay contributions to cover this period and therefore maintain their service, however, this decision must be made within 30 days of either the return to work or the end of the employee's employment, whichever comes first.

4.9.3 Further guidance can be obtained from Teachers' Pension Scheme or from LGPS Pensions team at the Local Authority.

4.10 Further Information

Confidentiality

4.10.1 All information will be handled sensitively and in line with the General Data Protection Regulations (GDPR) 2018.

Dealing With Abuses Of The Policy

4.10.2 Employees who attempt to abuse this policy may face disciplinary action. The Trust takes false or misleading accusations very seriously which may result in further action taken through the disciplinary procedure. This will not include ill-founded allegations that were made in good faith.

4.10.3 The Trust can, where there is a suspicion that fraudulent information has been provided or where the Trust has been informed by the HMRC that a fraudulent claim has been made, investigate the matter further through the disciplinary procedure without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act.

Reviewing The Policy

4.10.4 The operation of this policy will be kept under review and such changes will be made to the policy as deemed appropriate following necessary consultation with the trade unions.

3.3 Flexible working policy

1. About This Policy

1.1 The school is committed to the promotion and advancement of equality of opportunity for all employees. Applying a flexible approach to the way that work is delivered, whilst supporting employees to balance their work and home life, can have a positive impact on employee engagement, wellbeing and organisational effectiveness.

1.2 This policy provides a way for employees to apply for a contractual change to their working arrangements. These changes may include change in hours or times of work, term time working, compressed hours, job share or working from home.

1.3 Head teachers will consider all requests for flexible working on their own merits, assessing each request based on the needs of both the school and the employee. It should be noted that agreement to one employee's request will not set a precedent or create a right for another employee to be granted the same or a similar change to their working pattern.

2. Informal requests

2.1 Informal flexible working arrangements can be agreed locally between an employee and their Head teacher. An informal approach may be appropriate where the change is relatively minor, ad hoc or for a temporary period. Informal arrangements should be reviewed regularly.

2.2 Even where a formal request is required i.e. to introduce a contractual change, employees are encouraged to discuss the request with their Head teacher at the earliest opportunity, for example, during 1-2-1 meetings. Early discussions, in advance of an application allows both parties to informally consider the most appropriate flexible working arrangement.

3. Formal requests

3.1 We aim to positively support all employees, whether they are working parents, carers or simply seeking an alternative working pattern to suit their own work life balance.

3.2 All employees with a least 26 weeks continuous service with the council/school have a statutory right to request a flexible working arrangement. In addition, the employee must not have made another request within the previous 12 months.

3.3 The school has a statutory duty to consider a request in a reasonable manner but can refuse a request where there is a clear business reason for doing so.

Making a request

3.4 The employee should complete the Flexible Working Application Form (appendix 14) and send it to their Head Teacher for consideration.

3.5 The form will ask the employee to provide as much detail as possible about the change that they wish to make, when they would like it to come into effect and any impact they believe it would have on the school.

Considering the request

3.6 The Head teacher will consider, assess and evaluate the potential business implications of implementing flexible working arrangements, for example, the potential impact on costs, supervision, staff, services and the ability to meet objectives.

Meeting the employee

3.7 If the Head teacher has concerns about being able to implement the changes requested by the employee, they should arrange to meet with them to discuss the issues within 14 working days of receiving the request. The employee can be accompanied at the meeting by a work colleague or trade union representative.

3.8 The meeting should provide an opportunity to discuss the perceived barriers, discuss ways these barriers or concerns could be overcome and to consider alternative options that may be able to be accommodated. Following the meeting, the Head teacher should inform the employee of their decision within 14 working days.

Agreeing the request

3.9 If the Head teacher agrees to the proposed changes or has reached agreement with the employee to an alternative proposal, they should notify the employee as soon as possible. This should be confirmed in writing by completing the relevant section of the Flexible Working Application Form (appendix 14) and sending a copy to the employee within 14 days of receiving the request (if no meeting took place) or of the meeting.

3.10 The Head teacher should notify the HR Operations and Data Team through SAIL to ensure the appropriate changes are made to the employee's contract and/or pay. A copy of the completed Flexible Working Application Form (appendix 14) should be attached to the SAIL request.

3.11 Once agreed, any change will become a permanent change to the employee's terms and conditions of employment and they will not be entitled to revert back to their previous work pattern, unless explicitly agreed as a temporary arrangement.

Rejecting the request

3.12 It is important that a positive effort is made to come to a workable solution when any request for a flexible working change is submitted. There may be some circumstances where it is not possible to reach agreement and in these cases the rejection must be linked to one or more of the following reasons:

- The burden of additional costs;
- Detrimental effect on ability to meet customer demand;
- Inability to reorganise the work amongst existing team
- Inability to recruit additional staff;
- Detrimental impact on quality or performance;
- Insufficiency of work during the periods the employee proposes to work;
- Planned structural changes.

3.13 The Head teacher must inform the employee of their decision as soon as possible and should confirm the decision in writing, by completing the relevant section of the Flexible Working Application Form (appendix 14) within 14 working days of the meeting. The timescales can be extended by prior agreement if is not possible to complete consideration of the request within the stipulated timescales.

3.14 A copy of the completed Flexible Working Application Form (appendix 14) should be attached to the SAIL request.

3.15 Head teachers are encouraged to seek advice from the HR Advice and Support Team throughout the process.

4. APPEAL

4.1 The employee can appeal the decision to reject their flexible working request by submitting the Flexible Working Appeal Form (appendix 15) within 14 working days of receiving written confirmation from their Head Teacher.

4.2 The appeal will be heard by the Appeals Committee of the Trust Board of Directors. The employee can be accompanied to the appeal meeting by a work colleague or trade union representative.

4.3 The Appeals Committee will inform the employee of their decision within 14 working days of the meeting.

4.4 Where the request is agreed, the employee's Head teacher must notify the HR Operations and Data Team through SAIL to ensure the appropriate changes are made to the employee's contract and/or pay. A copy of the relevant forms should be attached to the SAIL request.

3.4 Holiday Policy

1. About This Policy

1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).

1.2 This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees.

1.3 This policy does not form part of any employee's contract of employment. We may also vary the policy as appropriate in any case.

1.4 The Trust has overall responsibility for this policy, including keeping it under review.

2. Your Holiday Entitlement

2.1 The holiday year runs from either 1 April to 31 March or from 1 September to 31 August depending on the school in which you work. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.

2.2 Your employment contract will set out your entitlement to annual leave, which includes the usual public holidays in England and Wales.

2.3 You are not permitted to take annual leave during term time and all holiday entitlement must be taken during school holidays, the dates of which are published on an annual basis in advance. The school may exercise discretion in exceptional circumstances to allow you to take annual leave during term time, provided authorisation is sought from the Trust in advance. If you do take annual leave during the school term, then an appropriate deduction may be made from your salary. Exceptions to this rule are addressed by the management of the individual schools within the trust.

2.4 Unless paragraph 2.6 below applies, then holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.

2.5 For the purposes of holiday entitlement under the Working Time Regulations 1998, holiday is deemed to be taken during any school holiday where you are not required and do not attend school to carry out your contractual duties.

2.6 A maximum of 5 unused holiday days can be carried over to another holiday year. In any other case please speak with your Head Teacher.

2.7 Unless your contract of employment states otherwise, all annual leave wll be paid as part of your annual salary.

3. Long-Term Sickness Absence and Holiday Entitlement

3.1 Holiday entitlement continues to accrue during periods of sick leave.

3.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

3.3 Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full-time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days.

3.4 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

4. Family Leave and Holiday Entitlement

4.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

4.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday year.

4.3 For the avoidance of doubt this covers your full holiday entitlement.

4.4 Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

5. Arrangements On Termination

5.1 On termination of employment, you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement.

Part Four – Absence and Health Related Policies

4.1 Sickness Absence Policy

1. About This Policy

1.1 This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair, reasonable and consistent way.

1.2 Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

1.3 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 10 of this policy), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

1.4 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager or your Head Teacher.

2. Sickness Absence Reporting Procedure

2.1 If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out below.

2.2 If you are taken ill or injured while at work, you should report this to your manager or the Head Teacher and be given permission to leave work.

2.3 If you cannot attend work because you are ill or injured, you should normally telephone the school as early as possible before the time when you are normally expected to start work. In exceptional circumstances where you are medically unfit to make the call, then you should arrange for someone to make this call on your behalf. The following details should be provided:

- The nature of your illness or injury.
- The expected length of your absence from work.
- Contact details.
- Any outstanding or urgent work that requires attention.
- All managers should ensure that:
- Any sickness absence that is notified to them is recorded and reported to the Head Teacher.
- Arrangements are made, where necessary, to cover work and to inform colleagues and if appropriate, parents (while maintaining confidentiality).

2.4 You should expect to be contacted during your absence by your manager or the Head Teacher, who will want to enquire after your health and be advised, if possible, as to your expected return date.

3. Evidence Of Incapacity

3.1 For sickness absence of up to seven calendar days you must complete a self-certification form which is available from your manager or the Head Teacher (or which can be found at the end of the staff handbook).

3.2 For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your manager or the Head Teacher as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

3.3 If your doctor provides a certificate stating that you "may be fit for work" you should inform your manager or the Head Teacher immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return-to-work interview (see paragraph 0 below). If appropriate measures cannot be taken, you will remain on sick leave, and we will set a date to review the situation.

3.4 Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

4. Unauthorised Absence

4.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

4.2 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

4.3 If you do not report for work and have not telephoned your manager or the Head Teacher to explain the reason for your absence, the school will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

5. Sick Pay

5.1 You may be entitled to receive your full salary and contractual benefits during any periods of sickness absence, subject to your entitlement as set out in your contract of employment (which incorporates the Burgundy Book / Green Book) and provided that you have complied with this policy in all respects. Any payment of enhanced sick pay is inclusive of any SSP that may be due for the same period.

5.2 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify your Head Teacher of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

5.3 Any employer and employee pension contributions will continue subject to the relevant scheme rules during any period of sick leave.

6. Keeping In Contact During Sickness Absence

6.1 If you are absent on sick leave you should expect to be contacted from time to time by your manager and/or the Head Teacher in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

6.2 If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your manager or the Head Teacher at any time.

7. Medical Examinations

7.1 We may, at any time in operating this policy, require you to consent to a medical examination by Occupational Health provider and or a doctor nominated by us (at our expense).

7.2 You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

8. Return-To-Work Interviews

8.1 If you have been absent on sick leave for more than 3 working days, we may arrange for you to have a return-to-work interview with your manager or the Head Teacher. You may be required to attend a return-to-work interview after fewer day's absence at the Head Teacher's discretion or in line with usual practice at the school.

8.2 A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

8.3 Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

9. Returning To Work From Long-Term Sickness Absence

9.1 We are committed to helping members of staff return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 10), we will, where appropriate and possible, support returns to work by:

- obtaining medical advice;
- making reasonable adjustments to the workplace, working practices and working hours;
- considering redeployment; and/or
- agreeing a return-to-work programme with everyone affected.

9.2 If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

10. Sickness Absence Meetings Procedure

10.1 We may apply this procedure whenever we consider it necessary, including, for example, if you:

- have discussed matters at a return-to-work interview that require investigation; and/or
- have been absent for more than 5 working days, or 3 occurrences of sick leave in any rolling 6-month period.

10.2 Unless it is impractical to do so, we will usually give you 7 days' written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

10.3 The meeting will be conducted by your manager or the Head Teacher, or the School Business Manager. You may bring a companion with you to the meeting (see paragraph 11).

10.4 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at

the time specified, you should immediately inform the school who will seek to agree an alternative time.

10.5 A meeting may be adjourned if the school is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

10.6 Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing usually within 7 days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

10.7 If, at any time, the school considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

11. Right To Be Accompanied At Meetings

11.1 You may bring a companion to any meeting or appeal meeting under this procedure.
11.2 Your companion may be either a trade union representative or a colleague. Their details must be given to the manager conducting the meeting, in good time before it takes place.

11.3 Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

11.4 We may at our discretion permit other companions (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

11.5 A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

12. Stage 1: First Sickness Absence Meeting

12.1 This will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

12.2 The purposes of a first sickness absence meeting may include:

- Discussing the reasons for absence.
- Where you are on long-term sickness absence, determining how long the absence is likely to last.
- Where you have been absent on a number of occasions, determining the likelihood of further absences.
- Considering whether medical advice is required.
- Considering what, if any, measures might improve your health and/or attendance.
- Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting under the sickness absence procedure.

13. Stage 2: Further Sickness Absence Meeting(s)

13.1 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

13.2 The purposes of further meeting(s) may include:

- Discussing the reasons for and impact of your ongoing absence(s).
- Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view both of your capabilities and our school needs and any adjustments that can reasonably be made to your job to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.

13.3 Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return-to-work programme.

13.4 If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.

13.5 Agreeing a way forward, action that will be taken and a timescale for review, and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal. It may also include, in the case of short term or intermittent absences, a first written warning or if appropriate a final written warning, together with appropriate and reasonable targets. In the case of long-term sickness absence, it may include a letter which confirms you are at risk of dismissal.

14. Stage 3: Final Sickness Absence Meeting

14.1 Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings. This meeting will usually be held by the Head Teacher or the CEO.

14.2 The purposes of the meeting will be:

- To review the meetings that have taken place, any targets that may have been set for short-term or intermittent sickness absence and any other matters discussed with you.

- Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- To consider the possible termination of your employment.
- Termination will normally be with full notice or payment in lieu of notice.

15. APPEALS

15.1 You may appeal against the outcome of any stage of this procedure, and you may bring a companion to an appeal meeting (see paragraph 11).

15.2 An appeal should be made in writing, stating the full grounds of appeal, to the Trust within 7 days of the date on which the decision was sent to you.

15.3 Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

15.4 You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

15.5 An appeal meeting will usually be conducted by individuals who are more senior to the individuals who conducted the stage 3 final sickness absence meeting.

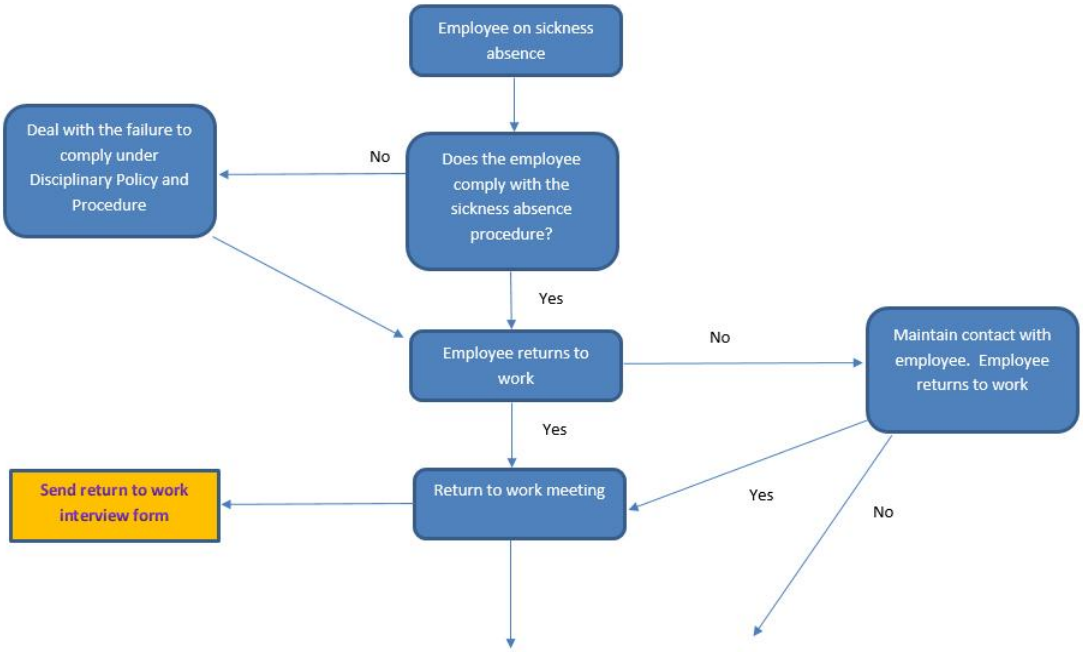
15.6 Depending on the circumstances, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

15.7 The final decision will be confirmed in writing, if possible, within one week of the appeal meeting. There will be no further right of appeal.

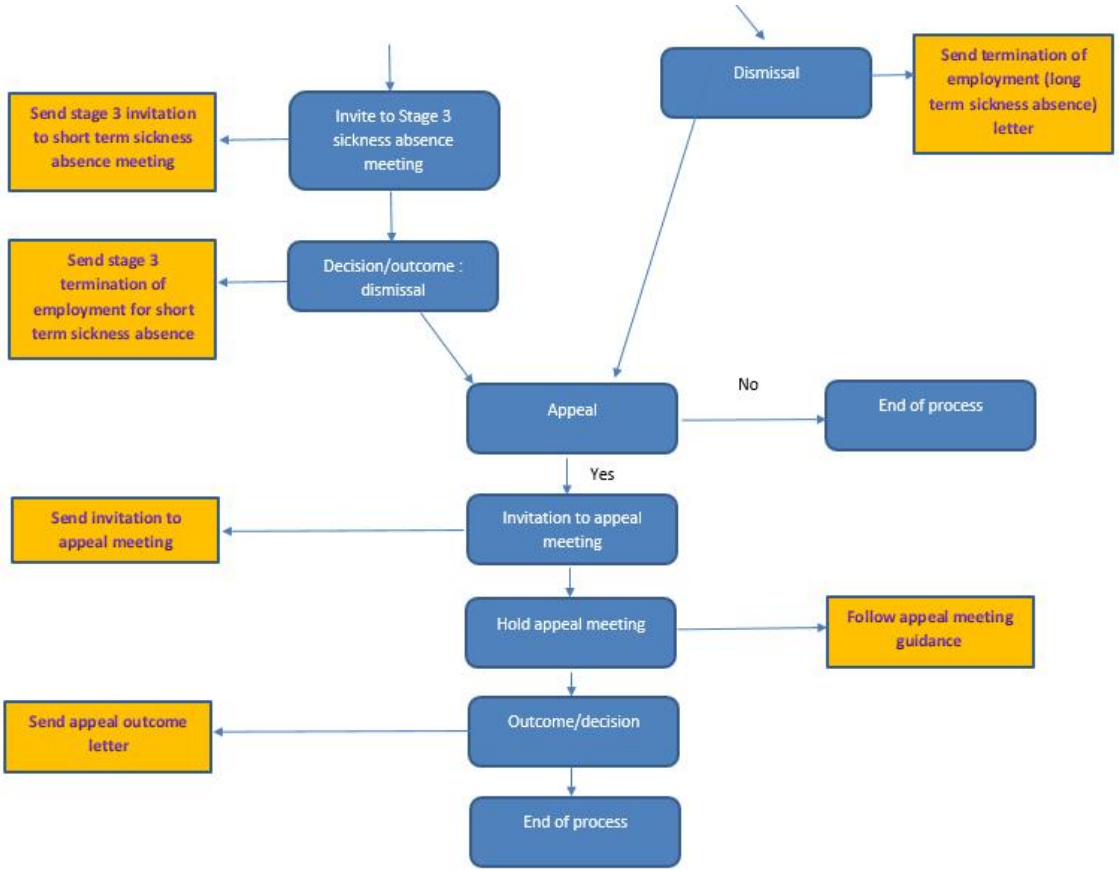
15.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal.

15.9 However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

16. Short Term Sickness Absence Procedure Flowchart



Consider obtaining medical report: where there is any underlying medical condition
Send the following medical information: - Letter requesting employee consent to medical report - Medical consent form - Letter to GP/Consultant requesting medical report
Intermittent absence continues
Send invitation to short term sickness absence meeting (Stage 1)
Invite to Stage 1 sickness absence meeting
Follow guidance on conducting short term sickness absence meeting
Stage 1 short term sick ness absence meeting
Invitation to long term sickness absence meeting
Send invitation to long term sickness absence meeting(s)
Send stage 1 written warning for short term sickness absence
Decision/outcome
Monitor and obtain further medical advice where appropriate
Send stage 2 invitation to short term sickness absence meeting
Invite to Stage 2 sickness absence meeting
Invitation to further long term sickness absence meeting(s)/final long term sickness absence meeting where employee cannot return
Send invitation to long term sickness absence meeting(s)/invitation to final sickness absence meeting
Send Stage 2 final written warning for short term sickness absence
Decision/outcome



NOTE: THE ABOVE FLOWCHART RELATES TO SHORT TERM SICKNESS ABSENCE, AND IT SHOULD BE VARIED FOR CONTINUOUS LONG TERM SICKNESS ABSENCE TO REFLECT THE POLICY.

4.2 Health and Wellbeing Policy

1. About This Policy

1.1 We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate. In particular, we will:

- Promote a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.
- Use staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work.
- Provide a workplace free from harassment, bullying and victimisation.
- Address violence, aggression and other forms of inappropriate behaviour through disciplinary action.
- Ensure risk assessments include or specifically address workplace stress.
- Maintain an appraisal process to ensure the suitability of workloads.
- Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- Follow comprehensive change management procedures.
- Provide support services such as occupational health or counselling for staff affected by or absent by reason of stress.

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

1.3 This policy does not form part of any employee's contract of employment.

1.4 The Trust has overall responsibility for this policy, including keeping it under review.

1.5 You must ensure that you familiarise yourself with the policy and act in accordance with its aims and objectives. You must speak to your manager or your Head Teacher if you experience or are aware of a situation that may lead to a stress problem. You must plan and organise your work to meet personal and organisational objectives and co-operate with support, advice and guidance you may be offered by your manager or the Head Teacher.

2. What Is Stress?

2.1 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

2.2 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a

sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

2.3 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.

2.4 We recognise that what triggers stress and the capacity to deal with stress varies from person to person. Individuals react to similar situations in different ways.

3. Legal Obligations

3.1 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised. This may involve stress risk assessments, if considered appropriate on a case-by-case basis.

3.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

4. Support

4.1 We have measures in place to assist staff who may be suffering from stress:

- Training on stress management, to assist staff and managers in recognising and coping with stress.
- Referrals to Occupational Health. Advice should be sought if an employee shows signs of stress/mental health.
- We can also arrange access to a confidential helpline via Occupational Health if required.
- Managers should provide support to staff suffering from stress. They should:
- Promote a culture of open communication and encouragement.
- Effectively plan and provide feedback on performance.
- Ensure that staff receive necessary training.
- Monitor workloads and reallocate work where necessary to avoid harmful levels of stress.
- Ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.

5. Resolving Stress

5.1 If you believe you are suffering from stress you should discuss this with your manager in the first instance. If you feel unable to do so you should contact the Head Teacher or seek access the support services referred to in this policy.

5.2 Once an issue affecting your health comes to the attention of your manager, steps will be taken to address that issue. Those steps may include any of the following:

- A workload review which may include a stress risk assessment, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied if normal day to day management does not correct the issue.
- If an employee is dissatisfied with a work matter, including stress, they should raise the problem informally with the decision-maker in the first instance. If this is inappropriate, or does not solve the problem, then the employee may consider raising a grievance in accordance with the Grievance Procedure.
- Referral for medical advice, treatment and/or a medical report to be provided by medical advisers or any specialist or GP who has been treating you.
- If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

6. Absence Due To Stress

6.1 If you are absent due to stress you should follow the sickness absence reporting procedure contained in your contract and/or our Sickness Absence Policy.

7. Confidentiality

7.1 Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

7.2 Breach of confidentiality may give rise to disciplinary action.

7.3 However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

8. Protection For Those Reporting Stress Or Assisting With An Investigation

8.1 Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

8.2 If you feel you have been subjected to any such intimidation or victimisation, you should contact your Head Teacher or the Trust. You may also raise a complaint in accordance with our Grievance Procedure.

8.3 If, after investigation, you are found to have provided false information in bad faith, you will be subject to action under our Disciplinary Procedure.

4.3 Substance misuse policy

1. About This Policy

1.1 We are committed to providing a safe, healthy and productive working environment. This is particularly important in the education sector.

1.2 Our commitment includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse. We also have a duty of care to all pupils.

1.3 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:

- all staff are aware of their responsibilities regarding alcohol and drug misuse and related problems;
- staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage;
- staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.

1.4 This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an on-going problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.

1.5 Furthermore, an employee who denies a substance misuse problem and/or is non-compliant with a treatment regime may be managed under the disciplinary policy.

1.6 We recognise that some of our staff may unfortunately become dependent on alcohol or drugs.

1.7 We also recognise that such dependencies can be successfully treated. We will not accept staff arriving at school under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on school premises.

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

1.9 The Trust has overall responsibility for this policy, including keeping it under review.

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

1.11 This policy does not form part of any employee's contract of employment.

2. Identifying A Problem

2.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their Head Teacher or signpost them to sources of support such as their GP, a provider of specialist support or their Trade Union representative. If they will not seek help themselves, you should immediately draw the

matter to the attention of your Head Teacher. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.

2.2 If you believe that you have an alcohol or drug-related problem, you should seek specialist advice and support as soon as possible.

3. Alcohol and drugs at school

3.1 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgment and decision making and increased health and safety risks for you and other people including pupils. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our Trust.

3.2 You are expected to arrive at work fully fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or aftereffects of alcohol or drugs (whether prescribed, over the counter or illegal). The use of drugs also includes the use of “legal highs” or psychoactive drugs which are legal substances which have the effect of illegal drugs.

3.3 You must not drink alcohol or engage in any substance misuse before or during the normal school working day, at lunchtime, at other breaks and at work-based meetings and events. Drinking alcohol or engaging in substance misuse while at school without authorisation or working under the influence of alcohol or drugs may be considered gross misconduct.

3.4 You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.

3.5 If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your Head Teacher without delay.

4. Searches

4.1 We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing, packages and the staff room.

4.2 Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.

5. Drug Screening

5.1 We may operate a rolling programme of random drug testing.

5.2 Arrangements will be discussed with affected members of staff at the start of each screening programme.

6. Managing Suspected Substance Misuse

6.1 If your manager or Head Teacher has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:

6.2 discuss the reason for the investigation and seek your views on, for example, the deterioration of your performance and/or behaviour and any risk to pupils; and where appropriate, offer to refer you for medical and/or specialist advice.

6.3 If, as the result of the meeting or investigation, your manager or your Head Teacher continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to medical examination or appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

6.4 There may also be occasions when the Trust is obliged to inform the Police of any alleged activity or wrongdoing.

7. Providing Support

7.1 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include referral to appropriate treatment providers, where necessary in conjunction with your GP.

7.2 The following independent contacts may also provide assistance:

Addction
www.addiction.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
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.

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
https://www.nhs.uk/live-well/healthy-body/drug-addiction-getting-help/
The NHS Choices website has further information about drug misuse and where to get help.

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.

8. Confidentiality

8.1 We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary. Any information shares will be treated appropriately and in line with our Data Protection Policy and in accordance with the Data Protection Act 2018.

9. Performance and disciplinary issues

9.1 If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any on-going disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

9.2 Our intention is to support all staff with alcohol or drug-related problems to regain good health.

9.3 Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

4.4 Adverse weather and travel disruption policy

1. About This Policy

1.1 This policy applies where it becomes impossible or dangerous for employees to travel into school because of:

- extreme adverse weather such as heavy snow;
- industrial action affecting transport networks; or
- major incidents affecting travel or public safety.

1.2 On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

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

1.4 This policy does not form part of any employee's contract of employment.

1.5 The Trust has overall responsibility for this policy, including keeping it under review.

2. Travelling To Work

2.1 Employees should make a genuine effort to report for work at school 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.

2.2 Employees who are unable to attend work on time or at all should telephone the school before 7.30am on each affected day.

2.3 Unless the school has been officially closed for the day due to adverse weather, employees 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, employees should report this to their manager and attend work unless told otherwise.

2.4 Employees who do not make reasonable efforts to attend work or who fail to contact their manager or the Head Teacher 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 employees in similar circumstances.

3. Alternative Working Arrangements

3.1 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

4. Late Starts And Early Finishes

4.1 Employees who arrive at work late or who ask to leave early may be expected to make up any lost time. The Head Teacher has the discretion to waive this requirement, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.

4.2 Head Teachers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.

5. Pay

5.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled by law to be paid for the time lost. However, as a gesture of good will, we will treat up to two days of absence caused by weather disruption in any academic year as special paid leave. Employees will only be eligible where their Head Teacher is satisfied that they have made a genuine effort and could not reasonably be expected to attend school.

5.2 If, in exceptional circumstances, we decide to close the school or your normal place of work, then employees will be paid as if they had worked their normal hours.

6. Other School Closures And Other Childcare Issues

6.1 Adverse weather sometimes leads to other schools or nursery closures or the unavailability of a nanny or childminder.

6.2 In cases such as these where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off as set out in our Time off for dependants policy.

Part Five – Data Protection and Personal Data

5.1 CCTV and Monitoring Policy

1. Legal Framework

1.1 This policy has due regard to legislation including, but not limited to, the following:

- The Data Protection Act 2018
- The Regulation of Investigatory Powers Act 2000
- The Protection of Freedoms Act 2012
- The General Data Protection Regulation
- The Freedom of Information Act 2000
- The Education (Pupil Information) (England) Regulations 2005 (as amended in 2016)
- The Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004
- The School Standards and Framework Act 1998
- The Children Act 1989
- The Children Act 2004
- The Equality Act 2010
- This policy has been created with regard to the following statutory and non-statutory guidance:
- Home Office (2013) 'The Surveillance Camera Code of Practice'
- ICO (2017) 'Overview of the General Data Protection Regulation (GDPR)'
- ICO (2017) 'Preparing for the General Data Protection Regulation (GDPR) 12 steps to take now'
- ICO (2017) 'In the picture: A data protection code of practice for surveillance cameras and personal information'

1.2 This policy operates in conjunction with the GDPR Data Protection Policy

2. Definitions

2.1 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. For the purpose of this policy only video and audio footage will be applicable.

Overt surveillance – any use of surveillance for which authority 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.

2.2 The Trust does not normally use covert surveillance for the monitoring the school staff, pupils and/or volunteers. Covert surveillance will only be operable in exceptional circumstances and in compliance with the Data Protection Policy and in accordance with the Data Protection Act 2018.

2.3 Any overt surveillance footage will be clearly signposted around the school.

3. Roles and responsibilities

3.1 The role of the data protection officer (DPO) includes:

- Dealing with freedom of information requests and subject access requests (SAR) in line with legislation, including the Freedom of Information Act 2000.
- Ensuring that all data controllers at the school handle and process surveillance and CCTV footage in accordance with data protection legislation.
- Ensuring that surveillance and CCTV footage is obtained in line with legal requirements.
- Ensuring consent is clear, positive and unambiguous. Pre-ticked boxes and answers inferred from silence are non-compliant with the GDPR.
- Ensuring that surveillance and CCTV footage is destroyed in line with legal requirements when it falls outside of its retention period.
- Keeping comprehensive and accurate records of all data processing activities, including surveillance and CCTV footage, detailing the purpose of the activity and making these records public upon request.
- Informing data subjects of how their data captured in surveillance and CCTV footage will be used by the school, their rights for the data to be destroyed and the measures implemented by the school to protect individuals' personal information.
- Preparing reports and management information on the school's level of risk related to data protection and processing performance.
- Reporting to the highest management level of the school, e.g., the governing board.
- Abiding by confidentiality requirements in relation to the duties undertaken while in the role.
- Monitoring the performance of the school's data protection impact assessment (DPIA) and providing advice where requested.
- Presenting reports regarding data processing at the school to senior leaders and the governing board.

3.2 The Trust, as the corporate body, is the data controller. The Trust therefore has overall responsibility for ensuring that records are maintained, including security and access arrangements in accordance with regulations.

3.3 The Data Protection Officer 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.

3.4 The role of the data controller includes:

- Processing surveillance and CCTV footage legally and fairly.

- Collecting surveillance and CCTV footage for legitimate reasons and ensuring that it is used accordingly.
- Collecting surveillance and CCTV footage that is relevant, adequate and not excessive in relation to the reason for its collection.
- Ensuring that any surveillance and CCTV footage identifying an individual is not kept for longer than is necessary.
- Protecting footage containing personal data against accidental, unlawful destruction, alteration and disclosure – especially when processing over networks.

3.5 The role of the Head Teacher includes:

- Meeting with the DPO to decide where CCTV is needed to justify its means.
- Conferring with the DPO with regard to the lawful processing of the surveillance and CCTV footage.
- Reviewing the Surveillance and CCTV Policy to ensure it is compliant with current legislation.
- Monitoring legislation to ensure the school is using surveillance fairly and lawfully.
- Communicating any changes to legislation with all members of staff.

4. Purpose and justification

4.1 The Trust will only use surveillance cameras for the safety and security of schools and its staff, pupils and visitors.

4.2 Surveillance will be used as a deterrent for violent behaviour and damage to the school.

4.3 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.

4.4 If the surveillance and CCTV systems fulfil their purpose and are no longer required, the school will deactivate them.

5. The data protection principles

5.1 Data collected from surveillance and CCTV will be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified, explicit 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; personal data may be stored for longer periods, insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to implementation of the appropriate

technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.

- 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.

6. Objectives

6.1 The surveillance system will be used to:

- Maintain a safe environment.
- Assist in the investigation of suspected breaches of policy and procedure by staff or students
- 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.

7. Protocols

7.1 The surveillance system will be registered with the ICO in line with data protection legislation.

7.2 The surveillance system is a closed digital system which does not record audio.

7.3 Warning signs have been placed throughout the premises where the surveillance system is active, as mandated by the ICO's Code of Practice.

7.4 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.

7.5 The surveillance system will not be trained on individuals unless an immediate response to an incident is required.

7.6 The surveillance system will not be trained on private vehicles or property outside the perimeter of the school.

8. Security

8.1 Access to the surveillance system, software and data will be strictly limited to authorised operators and will be password protected.

8.2 The names of individual school's authorised CCTV system operators are: held by the Business Manager

8.3 The main control facility is kept secure and locked when not in use.

8.4 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.

8.5 Surveillance and CCTV systems will be tested for security flaws once a term to ensure that they are being properly maintained at all times.

8.6 Surveillance and CCTV systems will not be intrusive.

8.7 The DPO and Head Teacher will decide when to record footage, e.g., a continuous loop outside the school grounds to deter intruders.

8.8 Any unnecessary footage captured will be securely deleted from the school system.

8.9 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.

8.10 Any cameras that present faults will be repaired immediately as to avoid any risk of a data breach.

9. Privacy by design

9.1 The use of surveillance cameras and CCTV will be critically analysed using a DPIA, in consultation with the DPO.

9.2 A DPIA will be carried out prior to the installation of any surveillance and CCTV system.

9.3 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.

9.4 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.

9.5 The school will ensure that the installation of the surveillance and CCTV systems will always justify its means.

9.6 If the use of a surveillance and CCTV system is too privacy intrusive, the school will seek alternative provision.

10. Code of practice

10.1 The school understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles.

10.2 The school notifies all pupils, staff, and visitors of the purpose for collecting surveillance data via notice boards, letters, and emails.

10.3 CCTV cameras are only placed where they do not intrude on anyone's privacy and are necessary to fulfil their purpose.

10.4 All surveillance footage will be kept for one month for security purposes; the Head Teacher and the data controller are responsible for keeping the records secure and allowing access.

10.5 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.

10.6 The surveillance and CCTV system is owned by the school and images from the system are strictly controlled and monitored by authorised personnel only.

10.7 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 website.

10.8 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 DPO, through which people can access 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.

11. Access

11.1 Under the GDPR, individuals have the right to obtain confirmation that their personal information is being processed.

11.2 All disks containing images belong to, and remain the property of, the school.

11.3 Individuals have the right to submit an SAR to gain access to their personal data in order to verify the lawfulness of the processing.

11.4 The school will verify the identity of the person making the request before any information is supplied.

11.5 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.

11.6 Where an SAR has been made electronically, the information will be provided in a commonly used electronic format.

11.7 Requests by persons outside the school for viewing or copying disks, or obtaining digital recordings, will be assessed by the Head Teacher, who will consult the DPO, on a case-by-case basis with close regard to data protection and freedom of information legislation.

11.8 Where a request is manifestly unfounded, excessive or repetitive, a reasonable fee will be charged.

11.9 All fees will be based on the administrative cost of providing the information.

11.10 All requests will be responded to without delay and at the latest, within one month of receipt.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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

11.16 Requests for access or disclosure will be recorded and the Head Teacher will make the final decision as to whether recorded images may be released to persons other than the police.

12. Monitoring and Review

12.1 This policy will be monitored and reviewed on an annual basis by the DPO and the Trust.

PART 6 – APPENDICES

APPENDIX 1 – DISQUALIFICATION UNDER THE CHILDCARE ACT 2006 – AMENDED REGULATIONS

The government is introducing new legislation (The Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.)

The arrangements set out in the guidance are **additional** to the arrangements in place to safeguard and promote the welfare of all children set out in:

- Keeping children safe in education (KCSIE) - https://www.gov.uk/government/publications/keeping-children-safe-in- education--2;
- Statutory framework for early years foundation stage (EYFS) - https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2; and

- Working together to safeguard children - https://www.gov.uk/government/publications/working-together-to-safeguard- children--2.

There are a number of reasons that a person may be disqualified from working with children under the Childcare Act 2006. Staff can be disqualified by

- inclusion on the Disclosure and Barring Service (DBS) Children's Barred List;
- being found to have committed certain violent and sexual criminal offences against children and adults which are referred to in regulation 4 and Schedules 2 and 3 of the 2018 Regulations (note that regulation 4 also refers to offences that are listed in other pieces of legislation);
- certain orders made in relation to the care of children which are referred to in regulation 4 and listed at Schedule 1 of the 2018 Regulations;
- refusal or cancellation of registration relating to childcare, or children's homes, or being prohibited from private fostering, as specified in Schedule 1 of the 2018 Regulations;
- being found to have committed an offence overseas, which would constitute an offence regarding disqualification under the 2018 Regulations if it had been done in any part of the United Kingdom.

Also, under the legislation a person is disqualified if they are 'found to have committed' an offence which is included in the 2018 Regulations (a 'relevant offence') this includes:
being convicted of a relevant offence;

- on or after 6 April 2007, being given a caution for a relevant offence;

The new legislation also makes other changes in some of the relevant offences. The **new offences** added to the list since the June 2016 guidance are:

- Criminal Justice and Courts Act 2015 – including care workers ill-treating or wilfully neglecting an individual
- Female Genital Mutilation Act 2003 – including conducting FGM and assisting a girl to conduct FGM on herself
- Modern Slavery Act 2015 – including holding a person in slavery or servitude and requiring a person to perform forced or compulsory labour
- Psychoactive Substances Act 2016 – supplying or offering to supply a psychoactive substance to a child
- Serious Crime Act 2015 – possessing a paedophile manual and engaging in controlling or coercive behaviour in an intimate or family relationship
- Terrorism Act 2000 – including belonging to a proscribed organisation and committing an act of terrorism
- Terrorism Act 2006 – including encouraging terrorism, circulating a terrorist publication and directing a terrorist organization

If an individual is disqualified under the act they can apply for a waiver from Ofsted.

Staff covered
Staff are covered under the above legislation if they are employed or engaged to provide early years childcare (this covers the age range from birth until 1 September following a child's fifth birthday i.e. up to and including reception year) or later years childcare (this covers children

above reception age but who have not attained the age of 8) in nursery, primary or settings, or if they are directly concerned with the management of such childcare. This includes:

Early years provision - staff who provide any care for a child up to and including reception age. This includes education in nursery and reception classes and/or any supervised activity (such as breakfast clubs, lunchtime supervision and after school care provided by the school) both during the normal school day and outside of school hours for children in the early years age range; and
Later years provision (for children under 8) - staff who are employed to work in childcare provided by the school outside of the normal school day for children who are above reception age but who have not attained the age of 8. This does not include education or supervised activity for children above reception age during school hours (including extended school hours for co-curricular learning activities, such as the school's choir or sports teams) but it does include before school settings, such as breakfast clubs, and after school provision.
Staff who are directly concerned in the management of early or later years provision are covered by the legislation. Schools/academies will need to use their judgement to determine who is covered, but this will include the Head Teacher, and may also include other members of the school's leadership team and any manager, supervisor, leader or volunteer responsible for the day-to-day management of the provision.

Volunteers and casual workers (including individuals on work experience) who are directly concerned with the management of childcare provision, and/or who work on a regular basis, whether supervised or not, in relevant childcare, are within the scope of the legislation and are covered by this guidance.

Staff who may be covered
Staff who are not employed to directly provide childcare, are not covered by the legislation. Similarly, most staff who are only occasionally deployed and are not regularly required to work in relevant childcare will not automatically come within the scope of the legislation. Schools/academies should exercise their judgement about when and whether such staff are within scope, evaluating and recording any risks and control measures put in place, and taking advice from their HR provider, the authority's designated officer, safeguarding lead officer or adviser when appropriate. A record of the assessment should be retained on the employee's personnel file and a copy supplied to the individual concerned. In general individuals undertaking the following roles would normally be excluded:

- caretakers;
- cleaners;
- drivers;
- transport escorts;
- catering; and
- office staff.

School Trustees and proprietors are not covered by the legislation, unless they volunteer to work in relevant childcare on a regular basis, or they are directly concerned with the day-to-day management of such provision. Further guidance on the safeguarding arrangements covering Trustees and the safeguarding responsibilities of governing bodies and proprietors is provided in KCSIE. Additionally, it should be noted that, whilst out of scope of these regulations, school Trustees in maintained schools are also subject to additional arrangements and can also be disqualified from holding office (i.e., being a governor in

maintained schools) under regulation 17, schedule 4 of the School Governance (Constitution) (England) Regulations 2012.

Staff not covered
This means that staff employed who work in the following roles are not covered, i.e., staff who: only provide education, childcare or supervised activity during school hours to children above reception age; or

- only provide childcare or supervised activities out of school hours for children who are aged 8 or over; and
- have no involvement in the management of relevant provision.

Appendix 2 – Host Families – Homestay During Exchange Visits

Host families - homestay during exchange visits

Schools and colleges often make arrangements for children to take part in exchange visits, either to other parts of the UK or abroad. Exchanges can benefit learning across a range of subjects. In particular, foreign visits can enrich the languages curriculum and provide exciting opportunities for pupils to develop their confidence and expertise in the use of other languages.

Schools and colleges have a duty to safeguard and promote children's welfare, as defined at paragraph 4. This extends to considering their safety and how best to minimise risk of harm to those children during any exchange visit the school or college arranges, and when organising for the care and accommodation of a child with a host family (known as homestays) as part of the exchange.

School/college arranged homestay – suitability of adults in UK host families

When arranging a homestay, schools should consider the suitability of the adults in the respective families who will be responsible for the visiting child during the stay.
In circumstances where a school or college arrange for a visiting child to be provided with care and accommodation in the UK (including where they engage a company to make those arrangements) in the home of a family to which the child is not related the responsible adults will be engaging in regulated activity for the period of the stay. In such cases and where the school or college has the power to terminate such a homestay the school or college would be the regulated activity provider.

A regulated activity provider commits a criminal offence if it knows or has reason to believe that an individual is barred by the Disclosure and Barring Service (DBS) from engaging in regulated activity but allows that individual to carry out any form of regulated activity.

Where the child's parent(s) or a student themselves arranges their own homestay, this would be a private arrangement therefore the school or college would not be the regulated activity provider.

This includes where a person has parental responsibility for the visiting child. Where an adult is providing homestay in circumstances other than as described in this section, the school or college should seek advice from the DBS about whether the individual will be in regulated activity.

Where it is a private arrangement, the school or college are not entitled to obtain a standard or enhanced DBS check.

When a school or college arrange a homestay, it should consider what intelligence/information will best inform its assessment of the suitability of the adults in those families who will be responsible for the visiting child during the stay. It will be for the school or college to use their

professional judgement to decide what it considers what will be relevant. However, to help inform that assessment, schools and colleges should obtain a DBS enhanced certificate with barred list information. This check will not only establish whether the adults are barred from engaging in regulated activity relating to children, but where criminal record information is disclosed, it will also allow the school or college to consider, alongside all other intelligence that it has obtained, whether the adult would be a suitable host for a child.

DBS enhanced certificates with barred list information for volunteer roles can be obtained free of charge.

In addition to those engaging in regulated activity, schools and colleges are free to decide whether they consider it necessary to obtain a DBS enhanced certificate in respect of anyone aged 16 or over in the household where the child will be staying.

Homestay – suitability of adults in host families abroad

It is not possible for schools and colleges to obtain criminality information from the DBS about adults who provide homestays abroad. Schools and colleges should liaise with partner schools abroad, to establish a shared understanding of, and agreement to the arrangements in place for the visit. They should use their professional judgement to satisfy themselves that the arrangements are appropriate and sufficient to safeguard effectively every child who will take part in the exchange. Parents should be aware of the agreed arrangement. Schools and colleges are also free to decide whether they consider it necessary 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.

In respect of an adult who provides UK homestay and receives no remuneration in respect of the stay or where schools reimburse families only for expenses incurred, to enable a DBS application to be considered as a volunteer role the 'Position Applied For' field will need to make clear that the position is unpaid.

During the visit

Pupils should understand who to contact during a homestay should an emergency occur, or a situation arise which makes them feel uncomfortable.

Additional action for extended homestays

Where a period of UK homestay lasts 28 days or more, for a child aged under 16 years of age (under 18 years of age if the child has disabilities), this may amount to private fostering under the Children Act 1989. In these cases, the school or college should notify the local authority of the arrangements. Private fostering legislation places a duty on local authorities to satisfy themselves that the welfare of a child who is being, or proposed to be, privately fostered in their area is being or will be satisfactorily safeguarded and promoted. By notifying the local authority, the school and college will be assisting the local authority in discharging its duty.

Appendix 3 – Pay Review Procedure

A pay review committee will be appointed by the Trust Board of Directors.

The Trust Board of Directors undertake an annual review of the following:

- teachers' pay policy
- composition and terms of reference of the pay review committee.

A pay appeals committee will be appointed from those governors who are not members of the pay review committee.

It will be for each committee to ensure that all their dealings are in accordance with the committee procedures as set out in the relevant regulations.

The Trust Board of Directors will, in accordance with the school's appraisal policy, ensure that all members of the teaching staff have an annual performance review.

The pay review committee will undertake an annual review of the pay of all teaching staff employed at the school on or before 31 October each year, with the Head Teacher's review to be undertaken by 31 December.

All changes to teaching staff salaries will be backdated to 1 September in the relevant year.

At the pay review meeting, the Head Teacher will submit a written report, including recommendations on pay progression made at the annual appraisal assessment, regarding salaries of all teaching staff (with the exception of their own salary) for the academic year. A template pay recommendations summary sheet is available on the extranet. In the case of the Head Teacher, annual appraisal assessment reports from the performance management will be used. Such a review should be completed by 31 October for teachers and 31 December for Head Teachers.

When a teacher makes a written request for their pay to be reviewed at other times of the year, e.g. due to a change in circumstances or job description which may impact upon a teacher's pay, the pay review committee will decide whether to hold this request until the annual pay review meeting or to convene an earlier meeting to consider the request.

If there is a written request to make additional payments to the Head Teacher, or to increase the leadership pay range (LPR), the Board of Trustees should obtain HR advice.

The pay review committee will ensure that all proceedings and the reasons for any decision made are accurately recorded.

The school will inform all staff in writing about the decisions of the pay review committee, including any payments or other financial benefits and of their right of appeal. Template letters to inform staff of the outcomes of the pay decision are available on the extranet.

A checklist for Trustees' Action is included (Appendix 7) can be used to ensure the pay review process has been completed.

Appendix 4 – Appeals Procedure

Introduction

Chairperson to introduce the parties and outline procedure.

Statement of Case by Applicant

The applicant (or his/her representative) to put his/her case.

The Head Teacher or his/her representative will have the opportunity to ask questions of the applicant.

Members of the Committee will have the opportunity to ask questions of the applicant.

Statement of Case by the School

The Head Teacher (or his/her representative) to put the case for the School.

The applicant (or his/her representative) will have the opportunity to ask questions of the Head Teacher.

The members of the Pay Appeals Committee will have the opportunity to ask questions of the Head Teacher or his/her representative.

Summing Up

The Head Teacher and the applicant (or his/her representative) have the opportunity to sum up their cases if they so wish. The applicant should present his/her summing up last.

Parties to Withdraw

The Head Teacher, applicant (and his/her representative) to withdraw.

Consideration and the Decision of the Committee

The Committee will deliberate in private, with the Clerk to the Trustees being present.

The applicant will be notified, in writing, of the decision of the hearing.

Appendix 5 – Guidance On Allowances And Other Payments For Classroom Teachers

The following guidance relates to the School Teachers Pay and Conditions Document 2022

Responsibility Allowances

The Trust Board of Directors may award a TLR payment to teaching staff who undertake additional duties can be awarded responsibility allowances. Classroom teachers can be paid one allowance under any of the categories or a combination of allowances. If awarded a temporary payment or allowance the dates during which it will be effective must be clearly stated and reviewed before the expiry date.

Teaching And Learning Responsibilities (TLRs)

TLR payments may be awarded to a classroom teacher for undertaking a sustained additional responsibility for the purpose of ensuring the continued delivery of high quality teaching and learning and for which the teacher is made accountable. Unqualified teachers may not be awarded TLRs.

The criteria for the award of TLR1 and TLR2 payments are as follows:

Before awarding a TLR the Trust Board of Directors must be satisfied that the teacher's duties include a significant responsibility that is not required of all classroom teachers and that:

- is focused on teaching and learning;
- requires the exercise of a teacher's professional skills and judgement;
- requires the teacher to lead, manage and develop a subject or curriculum area; or to lead and manage pupil development across the curriculum;
- has an impact on the educational progress of other pupils other than the teacher's assigned classes or groups of pupils; and
- involves leading, developing and enhancing the teaching practice of other staff.

In addition, before awarding a TLR1 the Trust Board of Directors must be satisfied that the significant responsibility referred to above includes the management responsibility for a significant number of people.

A teacher cannot hold a TLR1 and a TLR2 concurrently, however a teacher in receipt of either a TLR1 or a TLR2 may also hold a concurrent TLR3.

TLR 1 and 2s are permanent allowances and can only be awarded on a temporary basis if one of the following applies:

- to cover for the absence of the substantive postholder e.g. maternity leave, long term absence, secondment
- while the post is vacant pending a permanent appointment being made

The annual value of TLRs is as follows:

TLR1 - no less than £8,706 and no greater than £14,732
TLR2 - no less than £3,017 and no greater than £7,361
The Trust Board of Directors should determine the value of a TLR appropriate for the post in accordance with job weight, with posts of equal weight allocated equal value. Any decision to make payments above the minimum level should be justifiable in relation to the level of responsibilities attached to the post.

TLRs must be awarded in the context of the school's staffing structure. The responsibilities for which a TLR1 or TLR2 is awarded should be clearly set out in the job description of the postholder.

Part time teachers will be paid pro rata at the same proportion as the teacher's part time contract.

In this school, TLR3s will be made available to qualified classroom teachers who undertake a clearly time-limited school improvement projects or one-off externally driven responsibilities. There should be a clearly identified need and the project should fit within the remit of school development. Consecutive TLR3s for the same responsibility should not be awarded. TLR3s are not subject to safeguarding.

The annual value of any TLR3 paid will be between £600 and £2,975 per annum. For fixed terms which include part of a year the value will be determined proportionately to the annual value. This will be based on the complexity and duration of the school improvement project and be made clear when the post is advertised. Where a part time teacher is awarded a TLR3 the value should not be amended to reflect the part time hours of the individual in receipt of the award.

The duties undertaken for a TLR3 will be focused on teaching and learning and meet the following criteria:

- is focused on teaching and learning;
- requires the exercise of a teacher's professional skills and judgement;
- has an impact on the educational progress of other pupils other than the teacher's assigned classes or groups of pupils

The teacher must be informed in writing when a TLR3 is awarded, including the nature of the responsibilities and the end date of the temporary award, or circumstances in which the award will end if occurring earlier than that date.

The school will consult with both affected staff and trade unions if such posts are introduced.

Teachers receiving a TLR1 or TLR2 on a temporary basis or on a fixed term contract are not eligible to receive a safeguarded sum when the TLR ends unless the TLR is ended earlier than specified and their contract extends beyond the date the TLR ends.

Each Academy has it's own TLR structure which you can get from your School Business Manager.

Special Educational Needs (SEN) Allowances

Qualified classroom teachers are eligible to receive an SEN allowance of no less than £2,384 and no more than £4,703 per annum in accordance with the following conditions:

- in any SEN post that requires a mandatory SEN qualification and involves teaching pupils with SEN;
- works in a special school;
- teaches pupils in one or more designated special classes or units in a school or, in the case of an unattached teacher, in a Local Authority unit or service;
- any non-designated setting (including any pupil referral unit) that is similar to a designated special class or unit, where the post:
- involves a substantial element of working directly with children with SEN;
- requires the exercise of a teacher's professional skills and judgement in the teaching of children with SEN; and
- has a greater level of involvement in the teaching of children with SEN than is the normal requirement of teachers throughout the school or unit within the school or, in the case of an unattached teacher, the unit or service.

Where a SEN allowance is to be paid, the Trust Board of Directors must determine the spot value of the allowance, taking into account the structure of the school's SEN provision and the following factors:

- whether any mandatory qualifications are required for the post;
- the qualification or expertise of the teacher relevant to the post; and
- the relative demands of the post.

The following payments cover the range of available SEN allowances paid within the Trust:

SEN	**Allowance £**
SEN1	2,384
SEN2	4,703

Allowances Payable To Unqualified Teachers

This allowance may be payable for unqualified teachers where the Trust Board of Directors considers, in the context of the staffing structure and pay policy, that the teacher has:
Taken on a sustained additional responsibility which:

- Is focused on teaching and learning; and

- Requires the exercise of a teacher's professional skills and judgement; or
- Qualifications and experience which bring added value to the role being undertaken.

Acting Allowances (Head Teacher, Deputy Head Teacher Or Assistant Head Teacher)

Where a teacher is assigned and carries out the duties of a Head Teacher, deputy Head Teacher or assistant Head Teacher and no acting appointment has been made, the Trust Board of Trustees, must consider whether or not to pay an acting allowance. This determination must be made within four weeks from the teacher being given and carrying out those duties. If, having considered the matter within four weeks, the initial decision is not to pay an allowance and the teacher continues to carry out those duties, the Trust Board of Directors can re-visit its decision at any time.

The teacher may be paid from the day they took up those duties or a later date. Payment must be equal to at least the minimum point of the relevant Head Teacher, deputy Head Teacher or assistant Head Teacher pay range but does not have to be the same as the substantive postholder.

Recruitment And Retention Incentives And Benefits

For particular recruitment and retention problems, the Trust Board of Directors may feel that payments or the provision of other benefits are necessary to recruit or retain staff.

It is recommended that the Trust Board of Directors seek external independent advice prior to awarding such payments and that they produce a business case on which to base decisions.

These incentives are temporary and will be subject to regular formal review. The Trust Board of Directors must make clear at the outset the expected duration of any such incentives and benefits and the review date after which they may be withdrawn.

Additional Payments

The Board of Trustees may make such payments as it sees fit to a qualified classroom teacher, other than the Head Teacher, in respect of:

- Continuing professional development undertaken outside of the school day*;
- Activities relating to the provision of initial teacher training as part of the ordinary conduct of the school;
- Participation in out-of-hours learning activity agreed between the teacher and the Head Teacher outside of the school day*;
- Additional responsibilities and activities taken on by the teacher due to the provision of services to one or more additional schools by the Head Teacher.

*Outside of the school day means outside of the 1265 hours of directed time (pro rata for part time teachers).

Payment To Staff Working For Other Bodies During The Normal Working Day

Any income derived from external sources for the work of a school's staff should be regarded as income to the school e.g. employees carrying out work on behalf of another body i.e. LA, Ofsted, another school etc.

The Board of Trustees should decide whether it would be appropriate for individual members of staff to receive additional remuneration for these activities. If so, the Board of Trustees should determine the appropriate amount.

Honoraria

The Board of Trustees will not pay any honoraria to any member of the teaching staff for carrying out their professional duties as a teacher, recognising that there is no provision within the STPCD for the payment of bonuses or honoraria in any circumstances.

Appendix 6 – Guidance On Leadership Pay And Additional Allowances

Head Teacher Pay Ranges

Pay Ranges for Head Teachers should not normally exceed the maximum of the Head Teacher group. However, the Head Teacher's pay range may exceed the maximum where the Trust Board of Directors determines that circumstances specific to the role or candidate warrant a higher than normal payment. They must ensure that the maximum of the Head Teacher's pay range and any additional payments for responsibilities that are in addition to the post made under paragraph 10 of the STPCD do not exceed the maximum of the Head Teacher group by more than 25%. Such payments can only be paid in wholly exceptional circumstances; the Board of Trustees must seek external independent advice before providing such agreement and support its decision with a business case.

Deputy/Assistant Head Teacher Pay Ranges

The maximum of the deputy and assistant Head Teachers pay range must not exceed the maximum of the Head Teacher group of the school, calculated in accordance with paragraphs 6 to 8. The pay range for a deputy or assistant Head Teacher should only overlap with the Head Teacher's pay range in exceptional circumstances.
When appointing to leadership posts the Trust Board of Directors must ensure there is appropriate scope within the range to allow for performance related progress over time i.e. cannot appoint to the top of the range.

Temporary Payments To Head Teachers

Any decisions to award temporary payments to Head Teachers should be carefully considered and must be in accordance with statutory provisions (paragraphs 10.1 – 10.4 of the STPCD).

Any temporary payment to the Head Teacher must be for clearly temporary responsibilities or duties that are in addition to the post for which the salary has been determined. In each case the Board of Trustees must not have previously taken such reason or circumstance into account when determining the Head Teacher's pay range (paragraph 10.1 of the STPCD).

Subject to paragraph 10.3, the total sum of temporary payments made to a Head Teacher in accordance with paragraph 10.1 in any school year must not exceed 25% of the annual salary which is otherwise payable to the Head Teacher, and the total sum of salary and other payments made to a Head Teacher must not exceed 25% above the maximum of the Head Teacher group, except as set out in paragraph 10.4 .

Head Teacher Responsible For More Than One School

Where a Head Teacher is appointed to be responsible for more than one school, the following arrangements will apply:

Permanent Arrangement
The remuneration in such cases should be based on the calculation of the total number of pupil units across all schools, which will give a group size for the federation. The Trust Board of Directors should then determine the Head Teacher's pay range and appropriate starting point in that range according to paragraph 9 of the STPCD.
Temporary Arrangement e.g. a Head Teacher takes on the post of acting Head Teacher at another school in addition to his/her existing post. In such cases a temporary payment can be awarded by the substantive school.

In such cases a fixed term variation of contract must be issued by the contracting school. This will specify that the Head Teacher, in addition to their substantive post, is for a fixed period employed additionally as Head Teacher of the additional school(s). At the end of the fixed term variation the Head Teacher will revert to their substantive post.

Remuneration Of Other Teachers Affected

In all cases, consideration needs to be given to the remuneration of other teachers who, as a result of the Head Teacher's role, are taking on additional responsibilities. This will be based on any additional responsibilities attached to the post (not the teacher). The additional responsibilities and their duration should be recorded. An increase in remuneration should only be agreed where the post accrues extra responsibilities as a result of the Head Teacher's enlarged role; it is not automatic.

Recruitment And Retention Incentives And Benefits

Head Teachers, deputy Head Teachers and assistant Head Teachers may not be awarded payments other than as reimbursement of reasonably incurred housing or relocation costs. All other recruitment and retention considerations in relation to a Head Teacher, Deputy Head Teacher or assistant Head Teacher (including non monetary benefits) must be taken into account when determining the pay range.

Appendix 7 – Trustees' Checklist For Action

Action	By when	Person(s) responsible for taking required action
Agree teachers' pay policy and share with staff. • Confirm school staffing structure.		
Decide when pay review committee is to meet, who will clerk the meeting and share outcomes with teaching staff (autumn term).		
Pay review committee meeting takes place.		
The Head Teacher writes to all teachers detailing: The outcome of the pay review meeting i.e. the salary they are to be paid That they have a right of appeal against the decision made by the pay review committee		
For the Head Teacher's pay, the chair of the pay review committee/clerk writes to the Head Teacher detailing: The outcome of the pay review meeting That they have a right of appeal against the decision made by the pay review committee		

The school shares the outcome of the pay review meeting with Payroll and Employee Services using Anycomms		
Date arranged for meeting of pay appeals committee – if required. *(determine who is to clerk this meeting)*		

Appendix 8 – Notification Of Maternity Leave Form

This form should be completed by any employee taking maternity leave at least 28 days before your absence begins, *or* as soon as is reasonably practicable, and passed to the Trust.

Personal Details		
Name	Academy Name	
Post Title		

Maternity pay/leave	
Expected Week of Childbirth:	
Start Date of Maternity Leave:	
At the beginning of the 11th week before the EWC I have: ***choose one option**	
1 Less than one year's continuous local government service and have average weekly earnings below the Lower Earnings Limit for National Insurance purposes, therefore, may be entitled to Maternity Allowance*	
2 Less than one year's continuous local government service, but 26 weeks' continuous local government service by the end of the 15th week before the EWC and have average weekly earnings above the Lower Earnings Limit for National Insurance purposes, therefore please pay SMP only*	
3 At least one year's continuous local government service but DO NOT intend to return to work therefore please pay SMP but do not pay Occupational Maternity Pay*	
4 At least one year's completed continuous local government service and intend to return to work for at least 3 months, therefore please pay my Occupational Maternity Pay during my maternity leave period (offset by MA/SMP)*	
5 At least one year's continuous local government service and intend to return to work for at least 3 months, but don't want my Occupational Maternity Pay until I return to work, therefore please pay me SMP as relevant*	

Expected Date of Return if known (optional): If date unknown and returning before 52 weeks, then 28 days' notice is required	

Pension (LGPS only) * *choose one option*
I wish to elect to pay pension contributions during my unpaid maternity leave and will make arrangements to do so on my return.

I do not wish to elect to pay pension contributions during my unpaid maternity leave period

Signed: Date:

Appendix 9 – Notification Of Adoption Leave Form

The main adopter should complete this form. Completion of the form should be within 7 days of being notified by the Adoption Agency that a child or children is available for adoption and the adoptive parent(s) have agreed to the adoption placement, or as soon as is reasonably practical.

Personal Details		
Name	Academy/School Name	
Post Title		

Notification details of Adoption Leave			
Date of placement			
Adoption **Leave** requested from		to	
Adoption Pay requested form			
Adoption **Pay** Entitlement (please tick): ✓			
39 weeks' Statutory Adoption Pay (Employee must have 26 weeks' continuous service ending in the week in which the child is matched for adoption to qualify for SAP). Employees must give 28 days' notice before they want to be paid SAP, unless the time between the child being matched and placed is less than that.			

Declaration
I can confirm that I am the main adopter of a child(ren) being legally adopted through an adoption agency. If I wish to change the date that my adoption leave will start, I will inform the Trust at least 28 days before I originally intended to start my leave, **or** 28 days before the revised date (or as soon as reasonably practical.) I enclose / will forward details of any relevant documents relating to the adoption requested by the Trust. I agree to the conditions of the Adoption Leave scheme and understand that to give false or misleading information can result in disciplinary proceedings, which could in turn result in my dismissal.

Signed: Date:

Appendix 10 – Paternity Leave Form

Personal Details		
Name	Payroll Number	
Post Title		

[Select from the options below and delete as appropriate]	
Expected week of birth	
Actual date of birth	
OR	
Date matched for adoption	
Date placed for adoption	

Length of service at the end of the 15th week before the [delete as appropriate – expected week of birth/date matched for adoption]	
I declare that I am (please tick as appropriate):	
the biological father of the child	
married to the child's mother	
the civil partner of the child's mother	
the cohabiting partner of the child's mother	
OR	
married to the person adopting the child	
the civil partner of the person adopting the child	
the cohabiting partner of the person adopting the child and I am adopting jointly and have elected to receive statutory paternity leave and pay.	

I declare that:

- I expect to have the responsibility for the upbringing of the child.
- The purpose of my paternity leave and entitlement to paternity leave pay is to take care of the child and support *[insert relationship]* during the paternity leave period.
- To my knowledge I am the only person exercising the right to entitlement to take paternity leave in respect of this child.
- I satisfy the eligibility conditions for paternity leave and that all the information provided in my written request for paternity leave are correct.

[Select from the options below and delete as appropriate]
I acknowledge and agree that I must give notice of my intention to take paternity leave at least 15 weeks before the expected week of confinement.

[OR]
I acknowledge and agree that I must give notice of my intention to take paternity leave seven days after the date the adopter was notified of having been matched with the child.
I also consent to my employer processing the information contained in this declaration.

Signed: Date:

Appendix 11 – MSL/ASL Form

Section A

Personal Details (Employee)			
Name		Academy Name	
Job Title			

Section B – Expectant Mother Details

Name of Expectant Mother/ Adopter: Your Relationship to the above:

Section C

Date(s) Leave is Requested

Section D To be completed by the person named in Section B

I hereby declare that the person named in Section A above is the only person whom I have nominated as my carer to assist in the care of my child and provide support at or around the time of the birth/ placement. Signed

Section E

To be completed by the applicant (outlined in Section A above) I declare that the above statement is true and accurate to the best of my knowledge. I understand that to give false or misleading information can result in disciplinary proceedings, which may lead to dismissal.

All sections of this form must be completed and a copy of the expectant mother's MATB1 or adopters placement certificate should be attached before returning to the Head Teacher/Head of School.

Signed: Date:

Appendix 12 – MSL/ASL Notice and Notice of SPL Entitlement Form

If you wish to take shared parental leave, then you must submit this form to the school office before any maternity/adoption leave ends and at least **8 weeks** before the start of the first period of shared parental leave.

Basic Details

Employee Name:	
Date on which mother or main adopter commenced (or will commence) maternity / adoption leave:	
I am the: (Please tick one of the below) Mother of the child Main Adopter of the child Other parent of the child Mother/Adopters partner	

Notice of curtailment of maternity / adoption leave
Please complete this if you are the **mother or main adopter**. If on maternity/adoption leave, this date must be at least two weeks after the birth/adoption of your baby.

I wish my maternity / adoption leave to end on the following date:	
Signed:	Date:

Please complete this if you are the **partner** of the mother or main adopter.

I confirm my partner's maternity / adoption leave ended / will end on the following date:	

Shared Parental Leave Details

Maximum number of weeks of shared parental **leave** available (52 weeks minus the number of weeks taken on maternity/adoption leave according to the above dates i.e., minus 2 weeks compulsory maternity/adoption leave)	
Maximum number of weeks of shared parental **pay** available (39 weeks minus the number of weeks maternity/adoption pay according to the above dates)	
Number of weeks of shared parental leave / pay **you** intend to take	
Number of weeks of shared parental leave / pay the **other parent/partner** intends to take	

Requested Shared Parental Leave / Pay Dates

Start date	End date	Number of weeks leave	Number of weeks pay (if applicable)

The above dates do not constitute a formal binding request at this stage. However, if you wish them to do so, please indicate "Yes": Yes / No

If you indicate "No", then please complete **FORM B** - **Notice to Take or Vary a Period of Shared Parental Leave** for each period of leave requested at least **8 weeks** before the period of SPL is due to start.

Declarations

By the Employee
Please confirm your eligibility by ticking the appropriate boxes below and signing the form

- I am the mother, father, or main adopter of the child and will share the care of the child with my partner named below
- I meet the eligibility criteria for shared parental leave

If appropriate:

- I meet the eligibility criteria for shared parental pay
- I am the mother or main adopter and have completed the **notice of curtailment of maternity / adoption leave** section and understand that this is **binding** subject to certain conditions outlined in the policy

I consent to you retaining and processing the information contained in this form

Signed: Date:

Appendix 13 – SPL Booking Notice Application

You should complete this form if you wish to request a period of shared parental leave / pay, or to vary a previously approved period.

The notice must be given **at least eight weeks** before the date the SPL is to be taken or if varying SPL at **least eight weeks** before the new date of the SPL. You should also have submitted a **Notice of Entitlement and intention to take Shared Parental Leave** and have had your eligibility for shared parental leave confirmed.

You are entitled to request a maximum of three variations of leave; therefore, this request will count as one of those requests.

Name of Employee	
Name of Partner	

Requested Shared Parental Leave / Pay Dates

Start date	End date	Number of weeks leave	Number of weeks pay (if applicable)

Request to Vary Previously Requested Parental Leave / Pay Dates

Previously Approved Start date	Previously Approved End date	Detail the change you would like to request

We confirm that we agree to the request / variation outlined above.

Signed: (Employee) Date:

Signed: (Employee's Partner) Date:

Appendix 14 – Request For Flexible Working

Name	
Job Title	
Academy	
Effective date of change if agreed	
Have you made an application for flexible working before? *Yes/No **If so, when?**	

Reason for Request:
Proposed Working Pattern:
What, if any, are the effects of the change of your job?

Signed	
Date	
Please pass this form to your Head Teacher/Head of School for consideration.	
*Please delete as appropriate	

To be completed by Head Teacher/Head of School

Date request for flexible working form received	
Date HR informed of the request	
Date of meeting (within 28 days of request)	
Attendees	
Outcome of the Meeting:	
Date Head Teacher/Head of School confirmed decision to employee (within 14 days of meeting)	
ACTIONS FOLLOWING THE MEETING	
Date flexible working to commence	
Outline of new flexible working arrangement	
Length of trial basis, if appropriate	
Notify Payroll provider of changes	

APPEAL PROCESS, IF APPLICABLE	
Date employee appeals (within 14 days of letter giving the decision)	
Date of appeal Meeting (within 14 days of date of employee's appeal)	
Notification of outcome of appeal (within 14 days of appeal meeting)	
Signed	
Date	

Appendix 15 – Appeal Against Flexible Working (FW2)

Name	
Job Title	
Academy	
Date of Meeting	
Reason for Request	
Decision	
Date Letter Issued	
The grounds of my appeal are: …… …… …… …… …… …… ……	
Signed	
Date	
Please return this form to your Head Teacher within fourteen days.	