



# **Cathedral Schools Trust Employment Manual**

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September 2020

Date for review: August 2021

## Cathedral Schools Trust Employment Manual

**It is the responsibility of all Cathedral Schools Trust employees and volunteers to familiarise themselves with the contents of all Trust policies and any amendments hereafter.**

### Changes



Version	Date	Amended by	Recipients	Purpose
1	03 July 2019	CST Trustees	Members of CST, every Trustee, each Local Governor, all Cathedral Schools Trust employees and volunteers and others at the discretion of the Chairman of the Trustees of CST. CST Website updated.	Annual review - updated in line with changes to legislation and best practice
2	22 September 2020	CST Trustees		Annual review - updated in line with changes to legislation and best practice
3				

### Alterations

This Policy may be altered, added to or repealed by a majority resolution of the Trustees of CST in a general meeting.

### Approvals (Annual)

Version	Date	Approved by
1	04 July 2018	CST Trustees
2	03 July 2019	CST Trustees
3	22 September 2020	CST Trustees

Signed (Chair of Trustees): 	Name: Stephen Parsons	Date: Wednesday 3rd July 2019
Signed (Executive Principal): 	Name: Neil Blundell	Date: Wednesday 3rd July 2019

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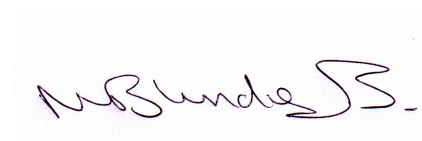
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## Welcome

Cathedral Schools Trust is committed to creating a community of learning and engagement that embraces teachers, students and their families. We know that we can learn from one another and we are sure that respect and good relationships are at the heart of good education. The Trust values diversity and encourages excellence. Our focus will be on working in partnership, with a rigorous but collegiate approach to support and challenge school leaders, staff and governors. The Trust will be inclusive, with a focus on a shared humanity and community that we must all sustain. It will support and build leadership and management capacity, and it will value and encourage the continual professional learning of staff. We will always seek to be reflective and improve.

We hope that you enjoy working as part of Cathedral Schools Trust.



### Neil Blundell

Executive Principal, Cathedral Schools Trust

## Introduction

- 1 **Purpose:** This Employment Manual sets out the Trust's rules, policies and procedures affecting members of staff and also provides information about some of your statutory entitlements. You should make yourself familiar with the contents. You should act in conformity with the Employment Manual in carrying out your responsibilities.
- 2 **Changes:** From time to time the Trust may need to make changes to the Employment Manual. This may be in response to periodic review or legislative change, which will be recommended to the Trust Board. You will be notified in writing of any changes.  
  
Where the policy or procedure reflects your statutory entitlements (such as the paternity leave policy), the Trust will comply with the statutory entitlements in force at the relevant time.
- 3 **Status:** Unless otherwise indicated, the contents of this Employment Manual do not form part of your contract of employment.
- 4 **Safeguarding and child protection:** Every pupil should feel safe and protected from any form of abuse. The Trust is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.
- 5 **Training:** Staff will be provided with induction training and ongoing professional development training as appropriate and in accordance with individual development needs.
- 6 **Queries:** If you have any queries about your contract of employment or this Employment Manual, please contact the Trust Manager (Operations) / Finance Director.

## Roles and responsibilities

- 1 **Definitions:** Within this Manual the terms below should be understood to mean:
  - 1.1 **School** means each and every School which is operated by the Trust as part of the multi-academy trust.
  - 1.2 **Board** means the Board of Directors of the Trust.
  - 1.3 **Trustee(s)** means a director of the Board of Cathedral Schools Trust.
  - 1.4 **Employees** means all staff who are employed by the Trust.
  - 1.5 **Executive Principal** means a Principal with responsibility for oversight of two or more schools.
  - 1.6 **Finance Director** means Finance Director of the Trust.
  - 1.7 **Governor** means a member of the Local Governing Body / School Council.
  - 1.8 **Head** means the Head teacher / Principal at each School.
  - 1.9 **Local Governing Body** means a committee of the Board of Trustees constituted to advise the Trustees in respect of a particular School.
  - 1.10 **Term** means any of the following periods in any academic year: 1 September to 31 December; 1 January to 30 April; 1 May to 31 August.
  - 1.11 **Trust** means Cathedral Schools Trust, the charitable company limited by guarantee registered number 06516626 and includes the schools that are part of the multi-academy trust.
  - 1.12 **Trust Manager** means the incumbent Trust Manager (Operations) or Trust Manager (Strategy).
- 2 **Responsibility for the Employment Manual**
  - 2.1 The Trustees have ultimate responsibility for the policies within this Employment Manual and ensuring that they are legally compliant. The Trustees may delegate responsibility for the review and preparation of the policies for approval by the Trustees.
  - 2.2 Local Governing Bodies are expected to adopt this Manual for use in each School, to ensure that it is implemented effectively, and to keep it updated on an annual basis or as required from time to time by the Trustees.
  - 2.3 The Trust Managers / Finance Director are responsible for the day to day management of the Employment Manual and recommending any updates to the Trustees.
  - 2.4 The Executive Principals and the Heads must implement and adhere to the policies within this Manual.
  - 2.5 This Employment Manual shall apply to all Employees, who are expected to familiarise themselves with its terms.

### **3 Management of employment matters**

- 3.1 The Head(s) or Executive Principal(s) shall be responsible for managing performance of all staff at the School of which they are Head in accordance with policies within the Manual (which shall include grievance, disciplinary, capability and appraisal). The Head may delegate responsibility to an appropriate senior member of staff.
- 3.2 Appeals of employment matters against decisions made by the Head at a School (or their delegate) will usually be heard by the Executive Principal, the Trust Managers, or a panel of up to three members of the Local Governing Board.
- 3.3 The management of Heads (including any disciplinary, capability, grievance and appraisal) shall usually be undertaken by the Executive Principals (who may delegate responsibility to a suitable alternative senior member of staff).
- 3.4 Appeals brought by Heads shall normally be heard by an Executive Principal, a Trust Manager or a panel of up to three Trustees.
- 3.5 A Trust Manager shall be responsible for the management of staff who are not employed at a particular School. The Trust Manager may delegate responsibility to an appropriate senior member of staff.
- 3.6 Appeals brought by staff who are not employed at a School will normally be heard by a Trust Manager or a senior member of staff or a panel of up to three Trustees.

### **4 Notification and reporting**

- 4.1 Heads are required to notify the Trust Manager (Operations), upon receipt of a grievance, or whistleblowing complaint by the Trust/School and prior to instigating the capability or disciplinary procedure.
- 4.2 Heads are required to notify the Trust Manager (Operations) and the Chair of the Local Governing Body of the fact and outcome of any capability, disciplinary, or grievance process and where appropriate the nature of the matter. Such a report should be made within a month of completion of the relevant process and will usually be on an anonymised basis. The Trust Manager (Operations) will include any such notifications in regular reports to the Board of Trustees.
- 4.3 The Trust Manager (Operations), in conjunction with the Finance Director where appropriate, will report to the Trustees on the number, outcome and (where appropriate) nature of any capability, disciplinary and grievance matters, to enable the Trustees to manage risk, through monitoring and identifying trends, undertaking equality impact assessments, assessing the efficacy of the policies and any identifying any professional development needs.

### **5 Training**

- 5.1 The Trust Manager (Operations) is responsible for ensuring that all staff have appropriate training on the policies within the Manual including as part of an induction for new staff joining the Trust. The Trust Manager (Operations) shall delegate this responsibility as necessary.

## Equal opportunities policy

### Purpose of the policy

- 1 **The Trust's position:** The Trust supports the principle of equal opportunities and opposes discrimination on the basis of age, sex, marriage and civil partnership, gender reassignment, race, disability, sexual orientation, religion or belief, pregnancy and maternity and part-time or fixed-term employment (defined as **Protected Characteristics**). Being a committed equal opportunities employer, the Trust will take every possible step to ensure that employees are treated equally and fairly. All policies and practices will conform with the principle of equal opportunities in terms of recruitment, selection, training, promotion, career development, discipline, redundancy and dismissal.

### To whom does this policy apply?

- 2 **Application:** This policy applies to the Trust's employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, to ex-employees, to job applicants and to individuals such as agency staff, consultants, volunteers, Governors and Trustees who are not our employees, but who work, volunteer at or attend one or more of the Schools (collectively workers).
- 3 **Workers' duties:** All workers have a duty to act in accordance with this policy, to treat colleagues with dignity at all times, and not to discriminate against, harass or victimise other members of staff, whether junior or senior to them. In some situations, the Trust may be at risk of being held responsible for the acts of individual members of staff and will not tolerate any discriminatory practices or behaviour.

### Personnel responsible

- 4 **Overall responsibility:** The Executive Principal and the Trustees have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework prohibiting discrimination. The Executive Principal and the Trustees have delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Finance Director / Trust Manager (Operations).
- 5 **Management:** Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the Trust with regard to equal opportunities. To facilitate this process, managers may be given training on equal opportunities awareness and equal opportunities recruitment and selection best practice.
- 6 **Questions about this policy:** All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the Finance Director / Trust Manager (Operations).

### Forms of discrimination

- 7 **Types:** Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- 8 **Direct discrimination:** Direct discrimination occurs where:
  - 8.1 Someone is treated less favourably because of one or more Protected Characteristics. For example, rejecting an applicant because they would not "fit in" because of their race or sexual orientation would be direct discrimination.

- 8.2 Someone is less favourably treated because of their association with someone who has a Protected Characteristic. For example, an employee may be treated less favourably because they have a disabled child.
- 8.3 Someone is treated less favourably because they are perceived to have a Protected Characteristic. For example, an employee may be treated less favourably because they are believed to be (but may not actually be) homosexual.
- 9 **Indirect discrimination:** Indirect discrimination occurs where an individual is subject to a provision, criterion or practice, applied to a group of people, which puts them at a particular disadvantage because of a Protected Characteristic, and it cannot be objectively justified. An example might be a minimum height requirement for a job. This is likely to eliminate proportionately more women than men. If this criterion cannot be objectively justified, because it is not a proportionate means of achieving a legitimate aim, then it will be indirectly discriminatory on the ground of sex.
- 10 **Victimisation and harassment:** Discrimination also includes victimisation (suffering a detriment because of action the employee has taken or may take to assert legal rights against discrimination or to assist a colleague in that regard (called a **Protected Act**) and harassment (see the Trust's dignity at work policy for a more detailed explanation of "harassment").

### Recruitment and selection

- 11 **Trust's position:** The Trust aims to ensure that no job applicant receives less favourable treatment because of a Protected Characteristic. Recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities and that sufficiently diverse sectors of the community are reached. Job selection criteria are reviewed from time to time to ensure that they are justifiable on non-discriminatory grounds as being essential for the effective performance of the job.

### Staff training and promotion and conditions of service

- 12 **The Trust's position:** Staff training needs shall be identified through regular staff appraisals. All workers will be given an equal opportunity and access to training to enable them to progress within the organisation. All promotion decisions shall be made on the basis of merit.
- 13 **Terms and conditions:** Our conditions of service, benefits and facilities will be reviewed from time to time to ensure that they are available to all workers who should have access to them and that there are no unlawful obstacles to accessing them.

### Disability discrimination

- 14 **Informing the Trust:** If you are disabled, or become disabled in the course of your employment, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible and to ensure that you are not treated less favourably because of something related to your disability.
- 15 **Reasonable adjustments:** You may also wish to advise your line manager / the Trust Manager (Operations) of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. This may involve the provision of an additional piece of equipment or assistance in helping you to perform your work. Your line manager/ The Trust Manager (Operations) may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job.



Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

- 16 **Physical features:** The Trust will monitor the physical features of its premises to consider whether it can make any changes to help remove disadvantages which these may create for disabled users. Where possible and proportionate, the Trust will take steps to improve access for disabled users of the premises.

#### **Fixed-term employees**

- 17 **Monitoring:** The Trust will monitor our use of fixed-term employees and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We will, where relevant, monitor their progress within the Trust to ensure that they are accessing permanent vacancies.

#### **Part-time workers**

- 18 **Monitoring:** The Trust will monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will also ensure requests to alter working hours are dealt with appropriately under the Trust's flexible working policy.

#### **Agency workers**

- 19 **Monitoring:** The Trust will monitor agency workers to ensure that they are treated no less favourably than a comparable worker in relation to accessing collective facilities and amenities at the Trust. The Trust will also monitor the use of temporary work agencies and subject to the exceptions set out in the Agency Workers Regulations 2010, will ensure that all agency workers have the same basic working conditions they would have been entitled to had they been recruited by the Trust directly into a comparable role.

#### **Breaches of the policy**

- 20 **Complaints:** If you believe that you may have been disadvantaged because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's grievance procedure. If you believe that you may have been harassed because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's Dignity at work policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure.
- 21 **False allegations:** These procedures apply during and after termination of your employment. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy which are found to have been made in bad faith will, however, be dealt with under the disciplinary procedure.
- 22 **Disciplinary action:** If, after investigation, you are proven to have engaged in any unwanted conduct because of a Protected Characteristic, or otherwise acted in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The Trust will always take a strict approach to serious breaches of this policy.

## Dignity at work policy

### Introduction

- 1 **Purpose:** The purpose of this policy is to ensure that all employees of the Trust are treated with dignity and respect and are free from harassment, intimidation or other forms of bullying at work.

### Legal framework and personnel

- 2 **The Trust's commitment:** The Trust has a responsibility to ensure that you are not harassed, victimised, bullied or discriminated against in the course of your work on the grounds of your sex, sexual orientation, marital or civil partnership status, gender reassignment, race, religion or beliefs, pregnancy and maternity, disability or age. The Trust is also committed to ensuring a working environment free from harassment. In some situations we may also be responsible for the actions of our employees towards each other and towards third parties. In certain circumstances harassment can amount to unlawful discrimination. This policy serves to demonstrate our commitment to identifying and wherever possible eliminating such unlawful behaviour.
- 3 **Overall responsibility:** The Trustees have overall responsibility for this policy but have delegated day-to-day responsibility for overseeing and implementing action required under it to the respective Heads and the Trust Manager (Operations).
- 4 **Line managers:** Those with line management duties have a specific responsibility to operate within the boundaries of this policy and to facilitate its operation by ensuring that staff understand the standards of behaviour expected of them and by identifying and acting upon behaviour that falls below these standards.
- 5 **Employee's responsibility:** All employees are responsible for treating their colleagues with dignity, and for the success of this policy and should ensure that they take the time to read and understand it. Employees should disclose any instances of harassment or bullying of which they become aware to their Head. Questions about this policy should be directed to the respective Heads/Finance Director/ Trust Manager (Operations).

### What are harassment and bullying?

- 6 **Types of harassment:** Harassment occurs when:
  - 6.1 A person engages in unwanted physical, verbal or non-verbal conduct which has the purpose or effect of, violating an employee's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee. Such conduct is commonly related to sex, sexual orientation, marriage and civil partnership status, gender reassignment, race, religion or belief, pregnancy and maternity, disability or age (**Protected Characteristic**), to the employee's perceived Protected Characteristic or to the Protected Characteristic of someone associated with the employee.
  - 6.2 A person engages in sexual conduct which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee.
  - 6.3 A person engages in conduct of a sexual nature or that relates to gender reassignment or sex which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee and because of the employee's rejection of or submission to that person's conduct, the person treats the employee less favourably

than they would have treated the employee if the employee had not rejected or submitted to the conduct.

7 **Instances:** Harassment generally arises where an employee has made it clear that they find certain behaviour towards them unwelcome and that behaviour has continued unchanged. Harassment can also arise as a result of a single incident provided it is sufficiently serious. It is important to remember that even though the conduct may only be unwanted or offensive to one individual it can still amount to harassment. Employees who believe they are being subjected to harassment should not hesitate to use the procedures set out below. All staff should consider whether their actions could be offensive to others.

8 **Examples of harassment:** Examples of harassment might include:

- 8.1 unwanted physical contact, ranging from touching or brushing against another employee's body;
- 8.2 to assault or coercing sexual relations;
- 8.3 unwelcome sexual advances, propositions or pressure for sexual activity;
- 8.4 continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- 8.5 offensive or intimidating comments by colleagues or third parties;
- 8.6 suggestions that sexual favours may further an employee's career or that refusal of sexual favours may hinder it;
- 8.7 the display of pictures, objects or written materials that may be considered pornographic or offensive to particular ethnic or religious groups;
- 8.8 conduct by colleagues or third parties that denigrates or ridicules an employee because of his or her sex, race, sexual orientation, disability, religion or age including abuse or insults about appearance or dress;
- 8.9 insensitive jokes or pranks;
- 8.10 shunning an employee, for example, by deliberately excluding him or her from conversation.

The list is not exhaustive and other behaviour may constitute harassment.

9 **Definition of bullying:** Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague. Bullying does not include legitimate and constructive criticism of your performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings / communications.

10 **Conduct outside the workplace:** This policy covers harassment or bullying which occurs both in the workplace itself, cyber-bullying and in settings outside the workplace, such as school trips, events or social functions organised for or on behalf of the Trust or the Schools and on or off Trust/School premises.

11 **Harassment by third parties:** This policy applies to acts of harassment which occur in the course of your employment even if carried out by individuals who are not employees of the Trust. You should not be subjected to harassment by third parties. You should immediately

report any instances of harassment by third parties to your Head/ the Executive Principal. For centrally employed staff, reports should be made to a Trust Manager.

### **What to do if you have been bullied or harassed: informal procedure**

- 12 **Stage one:** If you consider that you are being bullied or harassed, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that the behaviour in question is not welcome and that it offends you or makes you uncomfortable.
- 13 **Stage two:** If stage one is too difficult or embarrassing for you to do on your own, you should seek support from your Line Manager. Your Line Manager will provide confidential advice and assistance to employees who have been bullied or harassed and will assist in the resolution of any problems, whether through formal or informal means. If the person concerned is your Head of Department or Line Manager, you should ask the person at the next level of management to speak to him or her.
- 14 **Stage three:** If the conduct continues or if it is not appropriate to resolve it informally, you should keep a record of any relevant incidents and follow the formal procedure set out below.
- 15 **Guidance:** If you are in any doubt as to whether an incident or series of incidents which have occurred constitute bullying or harassment, then in the first instance you should approach your Line Manager confidentially, on an informal basis. They will be able to advise you as to how the matter should be dealt with.

### **What to do if you have been bullied or harassed: formal procedure**

- 16 **Formal procedure:** The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases, or where the informal procedure has been unsuccessful, you should raise your complaint in writing with your Head or the Trust Manager (Operations), whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns the Head or the Trust Manager (Operations) you should refer it to the Executive Principal. If the matter concerns the Executive Principal, you should refer it to one of the Trustees.
- 17 **Pursuing a complaint:** As a general principle, the decision to progress a complaint rests with you. However, as your employer we have a duty to protect all employees and we may pursue a complaint independently if we consider it is appropriate to do so in all the circumstances.
- 18 **Necessary details:** If you wish to make a formal complaint, you should set out full details of the unwanted conduct in writing. These details should include the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

### **Formal procedure: investigation**

- 19 **Conduct of investigation:** Complaints will be managed in a timely and confidential manner via an independent investigation to establish the details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis which may include to those individuals involved in the investigation, insurers or professional advisers. At the outset, either the Head or a nominated person will investigate the complaint or will approach an individual with no prior involvement in the complaint to carry

out an investigation. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

- 20 **Arrangements during the investigation:** Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, suspended on full pay or whether reporting lines should be altered pending the outcome of the investigation.
- 21 **Meeting:** As part of the investigation, the person investigating the complaint will meet with you to hear your account of the events leading to your complaint. You may be accompanied by a colleague or a trade union official of your choice. The person investigating will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of his / her choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 22 **Conclusion:** At the conclusion of the investigation, the person investigating will prepare a report. You and the alleged harasser will be provided with a copy of the report together with any findings. You will be informed of your rights of appeal.
- 23 **Disciplinary sanctions:** If it is found that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under the Trust's disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

#### **Formal procedure: appeal**

- 24 **Appeal procedure:** If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within five working days of being notified of the outcome. If you need more time to appeal, you should notify your Head within the five day period. You should submit your full written grounds of appeal to your Head or the Trust Manager (Operations) for centrally employed staff. Arrangements will then be made for your appeal to be heard by an Executive Principal or a panel of one or more Governors or Trustees at an appeal meeting. You may be accompanied by a colleague or a trade union official of your choice. You will be notified of the outcome of the appeal within seven days of this meeting. This is the final stage of the formal procedure.

#### **General**

- 25 **Protection from victimisation:** Employees who, in good faith, make complaints under this policy will be protected from intimidation or victimisation in connection with their involvement. If you have been subjected to any such intimidation or victimisation you may raise a complaint in writing under this procedure or the grievance procedure. Employees who, after investigation, are found to have given information falsely and in bad faith will however be subject to action under the disciplinary procedure.
- 26 **Confidentiality:** Confidentiality is very important throughout all parts of this procedure. It is the responsibility of everyone involved in the procedure to respect the high level of confidentiality that is required. Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

#### **Procedure following termination of employment**

27 **Procedure:** If a complaint is raised by you following termination of your employment, if appropriate the Trust may follow all or part of this procedure at its discretion.

**Breach**

28 **Breach:** Breach of this policy will be dealt with under our disciplinary and dismissal procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

## Code of conduct for Staff

### Purpose and application

- 1 **Purpose:** Relationships with fellow Staff, employees, governors, Trustees, contractors, visitors, volunteers, pupils and their parents, guardians or carers should be reasonable and mutually respectful at all times. This Code has been produced to place the welfare of children at the centre of the Trust and its culture and to ensure that all those who work in the Trust and may have contact with children are clear on the rules of conduct and the expectations of the Trust. Children place trust in those connected to the Trust creating obligations which we must all meet to ensure the successful outcomes achieved by the children in our care.
- 2 This Code has regard to the Trust's child protection and safeguarding policy and procedures and the following (collectively referred to in this Code as the **Guidance**):
  - 2.1 *Keeping children safe in education* (September 2020) (**KCSIE**)
    - 2.1.1 (which refers to the non-statutory advice for practitioners: *What to do if you're worried a child is being abused* (March 2015)).
  - 2.2 *Disqualification under the Childcare Act 2006* (August 2018);
  - 2.3 *Working together to safeguard children* (July 2018) (**WT**):
    - 2.3.1 WT refers to the non-statutory advice: *Information sharing* (July 2018).
  - 2.4 *Prevent Duty Guidance: for England and Wales* (2015) (**Prevent**). Prevent is supplemented by:
  - 2.5 *The Prevent duty: Departmental advice for schools and childminders* (June 2015);
    - 2.5.1 *Channel Duty Guidance: Protecting vulnerable people from being drawn into terrorism* (2015)
    - 2.5.2 *The use of social media for online radicalisation* (July 2015).
  - 2.6 Guidance on female genital mutilation, to include:
    - 2.6.1 *Multi-agency statutory guidance on female genital mutilation* (October 2018)
    - 2.6.2 Home Office statutory guidance *Mandatory Reporting of Female Genital Mutilation: procedural information* (October 2015).
    - 2.6.3 Guidance published by the Department for Health which provides useful information and support for health professionals which will be taken into account by the Trust's medical staff.
- 3 The purpose of the Code is to:
  - 3.2 confirm and reinforce the professional responsibilities of all Staff;
  - 3.3 clarify the legal position in relation to sensitive aspects of Staff / pupil relationships and communication including the use of social media;
  - 3.4 set out the expectations of standards and behaviour to be maintained within the School; and

- 3.5 to help adults establish safe practices and reduce the risk of false accusations or improper conduct.
- 6 **Application:** The Code of Conduct (**Code**) applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, Trustees, work experience/placement students, contractors, students and volunteers.
- 7 **Your duty:** It is the contractual duty of every member of Staff to observe the rules and obligations in this Code. You should also follow the Guidance. The Trust also has a duty of care to its Staff, parents, guardians or carers and pupils and the implementation of the practices in this Code will help to discharge that duty.
- 8 **Wrongdoing:** All staff are required to report their own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of staff or any conduct which they may suspect to be inappropriate. The Trust operates a Whistleblowing Policy which is contained within this Employment Manual.
- 9 **Application with other policies:** The Code should be read in conjunction with the Trust's safeguarding and child protection policy and procedures and Whistleblowing Policy.
- 10 Central staff: For staff who are employed centrally (i.e. are not assigned to a particular School within the Trust), references to Head and Executive Principal in this policy should be interpreted as appropriate in the circumstances. If you are unsure, you should refer to the Trust Manager (Operations) for guidance.

## Guiding principles

### 11 Principles for all Staff

- 11.1 All Staff should put the wellbeing, development and progress of all pupils first by:
- 11.1.1 taking all reasonable steps to ensure the safety and wellbeing of pupils under their supervision;
  - 11.1.2 using professional expertise and judgment for the best interests of pupils in their care;
  - 11.1.3 demonstrating self-awareness and taking responsibility for their own actions and for providing help and support to pupils;
  - 11.1.4 raising concerns about the practices of teachers or other professionals where these may have a negative impact on pupils' learning or progress, or may put pupils at risk;
  - 11.1.5 being familiar with the Trust's child protection and safeguarding policy and procedures;
  - 11.1.6 reading and understanding Part 1, and where appropriate Annex A, of KCSIE (September 2020);
  - 11.1.7 knowing the role, identity and contact details of the current Designated Safeguarding Lead and their Deputy/Deputies; and
  - 11.1.8 knowing the role, identity and contact details of the Nominated Safeguarding Governor/ Trustee; and



- 11.1.9 being aware that they are in a position of trust (i.e. the adult is in a position of power or influence over the pupil due to his or her work); that the relationship is not a relationship between equals and that this position must never be used to intimidate, bully, humiliate, coerce or threaten pupils.
- 11.2 All Staff should demonstrate respect for diversity and take steps to promote equality by:
  - 11.2.1 acting appropriately and in accordance with this Code of Conduct, towards all pupils, staff members, parents, guardians or carers and colleagues;
  - 11.2.2 complying with the Trust's Equal Opportunities and Dignity at work policies and this Code of Conduct;
  - 11.2.3 addressing issues of discrimination and bullying whenever they arise; and
  - 11.2.4 helping to create a fair and inclusive environment.
- 11.3 All Staff should work as part of a unified Staff body by:
  - 11.3.1 developing productive and supportive relationships with colleagues;
  - 11.3.2 exercising any management responsibilities in a respectful, inclusive and fair manner;
  - 11.3.3 informing the Head or Executive Principal of any personal or social relationships that they may have with other members of staff, parents, guardians or carers of pupils;
  - 11.3.4 complying with all Trust and School policies and procedures;
  - 11.3.5 participating in the Trust and its Schools' development and improvement activities;
  - 11.3.6 recognising the role of the Trust and its Schools in the life of their respective local communities; and
  - 11.3.7 upholding the reputation of the Trust and its Schools and their standing within their respective local communities and building trust and confidence in them.
- 11.4 All Staff should understand that the Trust and Schools have a legal duty to have regard to the need to prevent people from being drawn into terrorism, and consequently should be aware of:
  - 11.4.1 what extremism and radicalisation means and why people - including pupils and fellow staff members - may be vulnerable to being drawn into terrorism as a consequence of it;
  - 11.4.2 what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extremist ideology that can be associated with it; and
  - 11.4.3 how to obtain support for people who may be being exploited by radicalising influences.
- 11.5 All Staff should maintain public trust and confidence in the Trust and in their profession by:

- 12.1.1 demonstrating honesty and integrity;
  - 12.1.2 understanding and upholding their duty to safeguard the welfare of children and young people;
  - 12.1.3 understanding and demonstrating fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs;
  - 12.1.4 maintaining reasonable standards of behaviour whether inside or outside of normal School hours and whether on or off the Trust's sites; and
  - 12.1.5 maintaining an effective learning environment.
- 12.2 All Staff should raise any concerns relating to female genital mutilation (**FGM**) with the Designated Safeguarding Lead and involve children's social care as appropriate in accordance with the Trust's child protection and safeguarding policy and procedures. Teachers must also report to the police cases where they discover (either through disclosure by the victim or visual evidence) that an act of FGM appears to have been carried out on a girl under the age of 18. The report should be made orally by calling 101, the single non-emergency number. It will be rare for teachers to see visual evidence, and they should not be examining pupils but those failing to report such cases will face disciplinary sanctions.

### 13 **Additional principles for teachers**

- 13.1 Teachers should take responsibility for maintaining the quality of their teaching practice by:
  - 13.1.1 meeting the professional standards for teaching applicable to their role and position within the Trust;
  - 13.1.2 reflecting on their current practice and seeking out opportunities to develop knowledge, understanding and skills;
  - 13.1.3 helping pupils to become confident and successful learners; and
  - 13.1.4 establishing productive relationships with parents, guardians or carers by:
    - (a) providing accessible and accurate information about their child's progress;
    - (b) involving them in important decisions about their child's education; and
    - (c) complying with this Code.

### **Guidance on staff / pupil relationships**

- 14 **Application:** Allegations of unprofessional conduct or improper contact or words can arise at any time. Professionalism and vigilance are required so as to ensure the safety of children in our care, and to reduce the risk of an allegation of impropriety against a member of Staff. This guidance applies to all Staff.

- 15 **Sexual contact:** Staff must not:
- 15.1 have any type of sexual relationship with a pupil or pupils;
  - 15.2 have sexually suggestive or provocative communications with a pupil;
  - 15.3 make sexual remarks to or about a pupil; and
  - 15.4 discuss their own sexual relationships in the presence of pupils.
- 16 **Abuse of a position of trust and inappropriate relationships with Trust pupils:** Sexual relationships or sexual contact with any pupils, or encouraging a relationship to develop in a way which might lead to a sexual relationship or any relationship just considered inappropriate with any pupil at the Trust is a grave breach of trust that will usually lead to disciplinary action and may also lead to criminal prosecution. It is the criminal offence of an abuse of a position of trust to have any sexual relationship with any school pupil under the age of 18, and whilst not a criminal offence, it is a breach of this Code and considered to be gross misconduct to have a sexual relationship with any pupil of the Trust, even if over the age of 18.
- 17 **Inappropriate relationships with pupils at another school:** Forming relationships with children or young people who are pupils or students at another school will be a criminal offence if they are under 16 but may also be a criminal offence if under the age of 18 and will be regarded as gross misconduct. Such behaviour tends to bring the School and/or the Trust into disrepute and gives rise to concern that the Staff involved cannot be trusted to maintain professional boundaries with pupils and students within the Trust. Whilst not necessarily a criminal offence, the Trust considers it inappropriate for Staff to form inappropriate relationships with a pupil of any school, irrespective of their age.
- 18 **General guidance:** You should be aware of the general guidance that will apply in all cases. In particular you:
- 18.1 need to exercise professional judgment but always act within the spirit of these guidelines. If you are involved in a situation where no specific guidance exists, you should discuss the circumstances with the Designated Safeguarding Lead. A written record should be kept that includes justification for any action taken;
  - 18.2 must be aware of the risks of peer-on-peer abuse and be familiar with procedures for handling allegations against other children and bullying as set out in the Trust's child protection and safeguarding policy and procedures. Examples of peer-on-peer abuse are bullying (including cyberbullying), physical abuse, sexual violence and sexual harassment, upskirting, sexting and initiation and hazing;
  - 18.3 must be aware of indicators that children are at risk from, or are involved with serious violent crime. These may include increased absence from School, a change in friendships or relationships with older individuals or groups, a significant decline in performance, signs of self-harm or a significant change in wellbeing or signs of assault or unexplained injuries. Unexplained gifts or new possessions could also indicate that children have been approached by, or are involved with, individuals associated with criminal networks or gangs;
  - 18.4 must be familiar with procedures for reporting concerns in accordance with the Trust's whistleblowing policy and be aware that if Staff raise concerns about working practices at the Trust to the Designated Safeguarding Lead or an appropriate senior member of Staff that they will be protected from detriment under the whistleblowing policy;

- 18.5 must be familiar with the local reporting guidelines and the Local Safeguarding Partners reporting threshold document in respect of any concerns relating to children;
  - 18.6 must be familiar with procedures for handling allegations against Staff as set out in the Trust's child protection and safeguarding policy and procedures and Whistleblowing Policy;
  - 18.7 must seek guidance from the Designated Safeguarding Lead if you are in any doubt about appropriate conduct; and
  - 18.8 must report any actions which could be misinterpreted, any misunderstandings, accidents or threats involving you and a pupil or a group of pupils to the Designated Safeguarding Lead.
- 19 **Behaviour giving particular cause for concern:** You should take particular care when dealing with a pupil who:
- 19.1 appears to be emotionally distressed, or generally vulnerable and / or who is seeking expressions of affection;
  - 19.2 appears to hold a grudge against you;
  - 19.3 acts in a sexually provocative way, or who is inclined to make exaggerated claims about themselves and others, or to fantasise, or one whose manner with adults is over familiar; and
  - 19.4 may have reason to make up an allegation to cover the fact that he or she has not worked hard enough for public examinations.
- 20 **Procedure to be followed in these cases:** Some of these behaviours may be indications that a child has been, or is currently being, abused and should therefore be reported to the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures.
- 21 **Record keeping:** Comprehensive records are essential. All concerns, discussions and decisions made and the reasons for those decisions should be recorded in writing. Any incident involving children that could give cause for concern, must always be reported promptly to the Designated Safeguarding Lead in accordance with the Trust's child protection and safeguarding policy and procedures. If there is any doubt about recording requirements this should be discussed with the Designated Safeguarding Lead.
- 22 **Good order and discipline:** Staff in charge or control of pupils must maintain good order and discipline at all times when pupils are present on Trust/School premises and whenever pupils are engaged in authorised school activities, whether on Trust/School premises or elsewhere.

### **General conduct**

- 23 **Trust/School property:** You must take proper care when using Trust/School property and you must not use Trust/School property for any unauthorised use or for private gain.
- 24 **Use of premises:** You must not carry out on Trust/School premises any work or activity other than pursuant to your terms and conditions of employment without the prior permission of the Head or the Trust Manager (Operations).
- 25 **Behaviour of others:** You should be aware that the behaviour of your partner or other family members or any member of your household may raise concerns which could affect

the welfare of a member of the Trust or School community, a member of the public, or bring the Trust into disrepute and you should bring any such behaviour to the immediate attention of the Trust. Such concerns will be given careful consideration as to whether they constitute a potential risk to children at the Trust, its Schools, or their reputation.

### **Meetings with pupils**

- 26 **One-to-one meetings:** If you are teaching one pupil, or conducting a one-to-one meeting or teaching session with a pupil, you should take particular care in the following ways:
- 26.1 when working alone with a pupil is an integral part of your role, conduct and agree full risk assessments with the Head / Designated Safeguarding Lead;
  - 26.2 use a room that has sufficient windows onto a corridor so the occupants can be seen, or keep the door open, or inform a colleague that the lesson / meeting is taking place;
  - 26.3 arrange the meeting during normal school hours when there are plenty of other people about;
  - 26.4 do not continue the meeting for any longer than is necessary to achieve its purposes;
  - 26.5 avoid sitting or standing in close proximity to the pupil, except as necessary to check work;
  - 26.6 avoid using "engaged" or equivalent signs on doors or windows;
  - 26.7 avoid idle discussion;
  - 26.8 avoid all unnecessary physical contact and apologise straight away if there is accidental physical contact;
  - 26.9 avoid any conduct that could be taken as a sexual advance;
  - 26.10 report any incident that causes you concern to the Designated Safeguarding Lead under the Trust's child protection and safeguarding policy and procedures, and make a written record (signed and dated); and
  - 26.11 report any situation where a pupil becomes distressed or angry to a senior member of staff / the Designated Safeguarding Lead.
- 27 **Pre-arranged meetings:** Pre-arranged meetings with pupils outside school should not be permitted unless approval is obtained from their parents, guardians or carers and the Head / Designated Safeguarding Lead. If you are holding such a meeting, you should inform colleagues before the meeting.
- 28 **Home visits:** In some circumstances home visits are necessary. You should:
- 28.1 discuss the purpose of any visit with the Head / Designated Safeguarding Lead and adhere to any agreed work plan / contract;
  - 28.2 follow the risk management strategy and ensure appropriate risk assessments are in place. Where there is insufficient information to complete a risk assessment, ensure that you are accompanied by a colleague;
  - 28.3 not visit unannounced if this can be avoided;
  - 28.4 leave the door open where you will be alone with pupils;

- 28.5 keep records detailing times of arrival and departure, and work undertaken;
  - 28.6 ensure that any behaviour or situation that gives rise to a concern is reported and actioned;
  - 28.7 discuss with the Designated Safeguarding Lead anything that gives cause for concern in accordance with the Trust's child protection and safeguarding policy and procedures; and
  - 28.8 have a mobile telephone and an emergency contact.
- 29 **The use of personal living space:** Pupils should not be in or invited into the personal living space of any member of Staff, unless agreed with the parents, guardians or carers and the Head / Designated Safeguarding Lead. It is accepted that children of Staff may at times invite their friends to their homes. In these instances, Staff are reminded to comply with this Code of Conduct, must ensure that the Head / Designated Safeguarding Lead is informed in advance and that any overnight visit is subject to a written risk assessment.
- 30 **Chores:** Pupils should not be asked to assist with chores or tasks in the personal living space. Personal living spaces should not be used as an additional resource for the Trust/School.

### Language and appearance

- 31 **Language:** You should use appropriate language at all times. You should:
- 31.1 avoid words or expressions that have any unnecessary sexual content or innuendo; avoid displays of affection either personally or in writing (e.g. messages in birthday cards, text messages, emails etc);
  - 31.2 avoid any form of aggressive or threatening words;
  - 31.3 avoid any words or actions that are over-familiar;
  - 31.4 not swear, blaspheme or use any sort of offensive language in front of pupils;
  - 31.5 avoid the use of sarcasm, discriminatory or derogatory words when punishing or disciplining pupils and avoid making unprofessional personal comments about anyone. Any sanctions should be in accordance with the Trust's behaviour and discipline policies; and
  - 31.6 be aware that some parts of the curriculum may raise sexually explicit subject matters. Care should be taken in subjects where rules / boundaries are relaxed (e.g. drama or art). Staff should have clear lesson plans and should take care to avoid overstepping personal and professional boundaries.
- 32 **Dress:** You should dress appropriately and in a professional manner. Dress must not be, in the reasonable opinion of the Head/Trust, offensive, distracting, revealing, or sexually provocative, embarrassing or discriminatory. Political or other contentious slogans or badges, in the reasonable opinion of the Head/Trust, are not allowed.

### The use of force or physical restraint

- 33 **Physical restraint:** All forms of corporal punishment are unlawful and the use of unwarranted physical force is likely to constitute a criminal offence. The use of physical intervention should be avoided if possible. There are circumstances when it is appropriate for Staff to use force to safeguard children. This is enshrined in law and applies to any member of Staff at the School. It can also apply to people whom the Head has temporarily

put in charge of pupils such as unpaid volunteers or parents accompanying students on a school organised visit.

- 34 **Application of code of restraint:** It only applies where no other form of control is available and where it is necessary to intervene. The use of force or physical contact may be reasonable and proportionate in the circumstances to prevent a pupil from doing, or continuing to do any of the following:
- 34.1 committing a criminal offence;
  - 34.2 injuring themselves or others;
  - 34.3 causing damage to property, including their own; or
  - 34.4 engaging in any behaviour prejudicial to good order and discipline at the School or among any of its pupils, whether that behaviour occurs in a classroom or elsewhere.
- 35 **Before intervening:** Before intervening physically you should, wherever practicable, tell the pupil to stop and what will happen if he or she does not. You should continue attempting to communicate with the pupil throughout the incident and should make it clear that physical contact or restraint will stop as soon as it ceases to be necessary. You should always avoid touching or holding a pupil in a way that might be considered indecent. You should also avoid any form of aggressive contact such as holding, pushing, pulling or hitting which could amount to a criminal assault, nor act in a way that might reasonably be expected to cause injury.
- 36 **Inform senior staff:** You should inform the Head/Designated Safeguarding Lead immediately following an incident where force has been used. This is to help prevent any misunderstanding or misrepresentation of the incident, and it will be helpful in the event of a complaint. You should provide a written report as soon as possible afterwards. This should include written and signed accounts of those involved, including the pupil. The parents, guardians or carers of the pupil should be informed about serious incidents involving the use of force. In the EYFS setting, the parents, guardians or carers will be informed about any use of force on the same day or as soon as reasonably practicable. The Head/ Designated Safeguarding Lead will advise as to when parents should be contacted.
- 37 **Action taken in self-defence or in an emergency:** The law allows anyone to defend themselves against an attack provided they do not use more force than is necessary. Similarly, where a pupil is at risk of immediate injury or on the point of inflicting injury on someone else, any member of Staff (whether authorised or not) would be entitled to intervene.
- 38 **Using reasonable force:** There is no legal definition of "reasonable force". It will always depend on the circumstances. The term "reasonable force" covers the broad range of actions used by staff that involve a degree of physical contact to control or restrain children. This can range from guiding a child to safety by the arm, to more extreme circumstances such as breaking up a fight or where a young person needs to be restrained to prevent violence or injury. "Reasonable" in these circumstances means "using no more force than is needed". The use of force may involve either passive physical contact, such as standing between pupils or blocking a pupil's path, or active physical contact such as leading a pupil by the arm out of the classroom. Note that:
- 38.1 any use of force should be proportionate to the behaviour of the pupil involved and the seriousness of the harm prevented;

- 38.2 you should recognise the additional vulnerability of children with SEN, disabilities and certain medical conditions before using reasonable force;
- 38.3 physical force could not be justified to prevent a pupil from committing a trivial misdemeanour;
- 38.4 any force should always be the minimum needed to achieve the desired result; and
- 38.5 whether it is reasonable to use force and the degree of force that could be reasonably employed might also depend on the age, ability, understanding and any special educational needs of the pupil.

### Physical contact in other circumstances

- 39 **When physical contact may be appropriate:** Physical contact with a pupil may be necessary and beneficial in order to demonstrate a required action, or a correct technique in, for example, singing and other music lessons or during PE, sports and games. Any physical contact should be in response to the pupil's needs, of limited duration and appropriate to the pupil's age, stage of development, gender, ethnicity and background. Physical contact can be easily misinterpreted and should be limited. Staff should use professional judgement.
- 40 **Guidance on using physical contact:** You should observe the following guidelines (where applicable):
  - 40.1 explain the intended action to the pupil;
  - 40.2 do not proceed with the action if the pupil appears to be apprehensive or reluctant, or if you have other concerns about the pupil's likely reaction;
  - 40.3 ensure the physical contact continues for as short a time as possible;
  - 40.4 ensure that the door is open and if you are in any doubt, ask a colleague or another pupil to be present during the demonstration; and
  - 40.5 consider alternatives if it appears likely that the pupil might misinterpret the contact.
- 41 **Report concerns:** If you are at all concerned about any instance of physical contact, inform the Head/Designated Safeguarding Lead without delay, and make a written record in the incident book and on the pupil's file if necessary.
- 42 **Offering comfort to distressed pupils:** Touching may be appropriate where a pupil is in distress and needs comforting. You should use your own professional judgement when you feel a pupil needs this kind of support and should be aware of any special circumstances relating to the pupil. For example, a child who has been abused may find physical contact particularly difficult. You should where reasonably expected to do so notify the Head/Designated Safeguarding Lead when comfort has been offered, record the action and should seek guidance if unsure whether it would be appropriate in a particular case.
- 43 **Administering first aid:** When administering first aid you should explain to the child what is happening and ensure that another adult is present or is aware of the action being taken. The treatment must meet the Trust's health and safety at work rules and intimate care guidelines, and parents, guardians or carers should be informed. Staff should:
  - 43.1 adhere to the School's policies on first aid and administering medication;
  - 43.2 comply with the necessary reporting requirements;



- 43.3 make other adults aware of the task that is being undertaken;
  - 43.4 explain what is happening;
  - 43.5 report and record the administration of first aid;
  - 43.6 have regard to any health plans; and
  - 43.7 ensure that an appropriate health / risk assessment is undertaken prior to undertaking certain activities.
- 44 **Pupils' entitlement to privacy:** Children are entitled to privacy when changing or showering. However there still must be an appropriate level of supervision to ensure safety and to meet any age-related or special needs. You should:
- 44.1 avoid physical contact or visually intrusive behaviour when children are undressed;
  - 44.2 announce yourself when entering changing rooms and avoid remaining unless required;
  - 44.3 not shower or change in the same place as children; and
  - 44.4 not assist with any personal care task which a pupil can undertake themselves.
- 45 **Intimate care:** Sometimes intimate care is required, for example when assisting with toileting or removing wet clothes. You should:
- 45.1 comply with the school's intimate care guidelines;
  - 45.2 advise other Staff of the task being undertaken and consult where there is any change from the agreed procedure. A record should be kept of the justification for any variations and this information should be shared with parents, guardians or carers;
  - 45.3 explain to the child what is happening;
  - 45.4 comply with applicable professional codes of practice, as appropriate; and
  - 45.5 comply with regularly reviewed, formally agreed plans, as appropriate.
- 46 **Where a child has been abused:** Where a child has previously been abused, Staff should be informed on a 'need to know' basis, and should be extra cautious when considering the necessity of physical contact. Some children may seek inappropriate physical contact. Staff should sensitively deter the pupil and help them understand the importance of personal boundaries. Such incidents should be reported and discussed with the Designated Safeguarding Lead and parents, guardians or carers where appropriate.
- 47 **Children with special educational needs or disabilities:** Some children may need more physical contact to assist their everyday learning, which should be agreed and understood by all concerned, justified, openly applied and open to scrutiny. The Designated Safeguarding Lead and SENCO will establish whether any reasonable adjustments are required for such pupils.

#### **Code of conduct for contact outside school**

- 48 **Contact outside school:** You should avoid unnecessary contact with pupils outside school. You should:

- 48.1 not give pupils your home address, home telephone number, mobile telephone number or email address;
  - 48.2 not send personal communications (such as birthday cards or faith cards, text messages etc) to children unless agreed with the Head/ Executive Principal/ Senior leader appointed by the Head/Executive Principal;
  - 48.3 not make arrangements to meet pupils, individually or in groups, outside school other than on school trips authorised by the Head/ Executive Principal/ Senior leader appointed by the Head/Executive Principal;
  - 48.4 avoid contacting pupils at home unless this is strictly necessary, and you should keep a record of any such occasion;
  - 48.5 not give a pupil a lift in your own vehicle other than on Trust/School business and with permission from the Head/Executive Principal/ Senior leader appointed by the Head/Principal;
  - 48.6 avoid inviting pupils (groups or individuals) to your home unless there is a good reason and it has been approved by the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal. This prohibition also applies if you have on site accommodation;
  - 48.7 report and record any situation which may place a child at risk or which may compromise the Trust, any of its School's or your professional standing;
  - 48.8 ensure that pupils do not see anything in your home that may cause embarrassment or that might become the subject of inappropriate gossip or rumour; and
  - 48.9 never engage in secretive social contact with pupils or their parents, guardians or carers.
- 49 **Social contact:** You should be aware that where you meet children or parents, guardians or carers socially, such contact could be misinterpreted as inappropriate, an abuse of a position of trust or as grooming. Any social contact that could give rise to concern should be reported to the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal.
- 50 **Friendships with parents, guardians or carers and pupils:** Members of Staff who are friends with parents, guardians or carers of pupils or who, for example, are voluntary workers in youth organisations attended by pupils, will of course have contact with those pupils outside school. However, members of Staff should still respect the above advice wherever possible and should keep the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal informed of such relationships.
- 51 **Scope of application of code on contact outside school:** The same guidelines should be applied to after school clubs, school trips, and especially trips that involve an overnight stay away from the School. There are separate, more detailed guidelines for school trips in the school's Educational Visits Policy. The principles of this guidance also apply to contact with children or young people who are pupils at another school.
- 52 **Transporting pupils:** There may be some situations when Staff are required to transport pupils. You should:
- 52.1 ensure that you are fit to drive and free from any substances that may impair your judgement or ability to drive;

- 52.2 be aware that until the pupil is passed over to a parent / carer, you have responsibility for that pupil's health and safety;
  - 52.3 record the details of the journey;
  - 52.4 record, be able to justify impromptu or emergency lifts and notify the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal ;
  - 52.5 ensure that there are proper arrangements in place to ensure vehicle, passenger and driver safety, including appropriate insurance, seat belts, adherence to maximum capacity guidelines etc; and
  - 52.6 wherever practicable, you should avoid using private vehicles and should try and have one adult additional to the driver to act as an escort.
- 53 **After school activities:** When taking part in after school activities, you should:
- 53.1 be accompanied by another adult unless otherwise agreed with the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal;
  - 53.2 undertake a risk assessment; and
  - 53.3 obtain parental consent.
- 54 **Educational visits:** When taking part in educational visits, you should:
- 54.1 follow the school's Educational Visits policy;
  - 54.2 be accompanied by another adult unless otherwise agreed with the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal;
  - 54.3 undertake a risk assessment;
  - 54.4 obtain parental consent; and
  - 54.5 never share bedrooms unless in a dormitory situation and arrangements have been discussed and agreed previously with Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal and where appropriate parents, guardians or carers and pupils.
- 55 **Overnight supervision:** Where overnight supervision is required to preserve the integrity of the examination process:
- 55.1 you should ensure that a risk assessment has been undertaken and that all members of the household have had the appropriate checks;
  - 55.2 arrangements should be made with and agreed by parents, guardians or carers and the pupil;
  - 55.3 one to one supervision should be avoided where possible;
  - 55.4 choice, flexibility and contact with "the outside world" should be incorporated, so far as it is consistent with appropriate supervision and the Trust/ School's guidelines;
  - 55.5 whenever possible, independent oversight of the arrangements should be made; and
  - 55.6 any misinterpretation, misunderstanding or complaint should be reported.

## Communication with pupils (including the use of technology)

- 56 **Communicating with children and parents, guardians or carers:** All communication with children or parents, guardians or carers should conform to Trust and School policy and be limited to professional matters. Except in an emergency, communication should only be made using Trust / School property.
- 57 **Application:** These rules apply to any form of communication including new technologies (including 3G / 4G technologies) such as mobile telephones, web cameras, social networking websites and blogs. You should also ensure you comply with the more detailed IT Acceptable Use policy, and Social Media policy.
- 58 **Dealing with "crushes":** Crushes, fixations or infatuations are part of normal adolescent development. However they need sensitive handling to avoid allegations of exploitation. Such crushes carry a high risk of words, actions and expressions being misinterpreted, therefore, the highest levels of professionalism are required. If you suspect that a pupil has a crush on you or on another colleague you should bring it to the attention of a senior member of staff/ the Designated Safeguarding Lead at the earliest opportunity. Suggestions that a pupil may have developed a crush should be recorded. Staff should avoid being alone with pupils who have developed a crush on them and if the pupil sends personal communications to the member of Staff, this should be reported to a senior member of staff/ the Designated Safeguarding Lead and recorded.
- 59 **Acceptable use:** Adults must establish safe and responsible online behaviours and must comply with the IT Acceptable Use Policy, Social Media Policy. Adults should report to senior colleagues, any new and emerging technologies which may have a bearing on School practices and on the review of the IT Acceptable Use Policy. Local and national guidelines on acceptable user policies should be followed. Staff should also:
- 59.1 ensure that your own personal social networking sites are set as private and ensure that pupils are not approved contacts;
- 59.2 ensure that you do not use any website or application, whether on a Trust or personal device, which publicly identifies your location while on Trust premises or otherwise in the course of your employment;
- 59.3 never use or access social networking sites of pupils, do not share details of your personal social media or other personal contact details with pupils and do not use internet or web-based communication channels to send personal messages to pupils;
- 59.4 do not use your own equipment (e.g. mobile telephones) to communicate with pupils - use equipment provided by the Trust/School and ensure that parents, guardians or carers have given permission;
- 59.5 only make contact with pupils for professional reasons; and
- 59.6 recognise that text messaging should only be used as part of an agreed protocol and only when other forms of communication are not possible.
- 60 **Personal details:** Adults should not give their personal contact details to pupils, including email addresses, home or mobile telephone numbers, unless the need to do so is agreed with the Head and parents, guardians or carers.
- 61 **Personal mobile telephones and electronic devices:** Except in early years settings where personal mobile phones must never be used, it is understood that staff may need to check text messages and / or personal emails in the case of an emergency or during break times.

Personal use must not interfere with your work commitments (or those of others). It is a privilege and not a right. Staff shall set an example and shall never use their own mobile telephones or other electronic devices whilst they are on duty (whether in a classroom or otherwise) and any such mobile devices should be switched off except in the case of an emergency and be kept out of sight of parents or pupils.

- 62 **Communicating outside the agreed protocols:** Email or text communications between an adult and any pupil outside agreed protocols may lead to a report to external agencies in accordance with the Trust's safeguarding and child protection policy and procedures, disciplinary action and / or criminal investigations. This also includes communications through internet based websites.

### **Code of conduct for photographs and videos**

- 63 **Permission required:** Unless expressly permitted by the Head, for School related activities only, you must not take images of pupils using personal mobile telephones (or any other personal device). Where permission is expressly granted, the images must be transferred to the School and irretrievably deleted from your personal mobile telephones or devices without unreasonable delay and in any event within 48 hours of having taken the image. You must ensure that, unless you have express permission from the Head, the image is not copied and is not shared with anyone outside of the School.
- 64 **Consent:** Subject to paragraph 66 below, appropriate consents for taking and displaying photographs should be obtained from parents, guardians, carers or from the pupils themselves if sufficiently mature (most pupils are seen as being sufficiently mature from the age of 12 years). Consent must be freely given so it must be a genuine choice. Unless you have been told otherwise, the Head is responsible for obtaining the appropriate consent. Please see the guidance for staff on the use of photographs and videos by the Trust for further information.
- 65 Where the use of a photograph or video is less privacy intrusive (e.g. used in an internal school display) it is sufficient for parents and pupils to have been informed about this in the Trust's privacy notices, in which case consent is not required. Please speak to the school office if you have any questions.
- 66 **Guidance where permission obtained:** Where permission and consent (if appropriate) has been obtained, the following should be considered:
- 66.1 the purpose of the activity should be clear as should what will happen to the photographs or videos. You must be able to justify images in your possession;
  - 66.2 all images should be made available in order to determine acceptability;
  - 66.3 images should not be made during one-to-one situations;
  - 66.4 ensure that the pupil is appropriately dressed;
  - 66.5 ensure that the pupil understands why the images are being taken and has agreed to the activity;
  - 66.6 only use equipment provided or authorised by the Trust/School;
  - 66.7 if a photograph or video is to be displayed in a place to which the public have access (e.g. on the Trust or any of the School's website) it should not display the pupil's name unless specific consent has been obtained. If the use of a photograph or video is more privacy intrusive consent may need to be obtained even if the pupil's name is not used (e.g. using an unnamed photograph of a pupil in an advertisement).

Consent should be obtained from the pupil and / or their parents as appropriate. Please see paragraph 60 below for further guidance on consent;

- 66.8 all images of children should be stored securely and only accessed by those authorised to do so; and
- 66.9 images must not be taken secretly.
- 67 **Consent:** Children are usually considered mature enough to exercise their own data protection rights when they are aged 12 years or older. Whether consent should be obtained from the parents, the pupil or both will depend on the age of the pupil. The Trust's policy is that when consent is required it should be obtained as follows:
- 67.1 where the pupil is in Year 7 or below, consent should be sought from a parent, guardian or carer;
- 67.2 where the pupil is in Year 8, 9, 10 or 11 then consent should be sought from both the pupil and their parent, guardian or carer;
- 67.3 where the pupil is in Year 12 or 13 then only the pupil's consent will need to be obtained.
- 68 **Personal social media:** You must not publish anything which could identify pupils, parents or guardians on any personal social media account, personal webpage or similar platform without the prior consent of the Head in writing. This includes photos, videos, or other materials such as pupil work.
- 69 **Appropriate material:** The Trust recognises that many children have unlimited and unrestricted access to the internet via 3G and 4G. You must ensure children are not exposed to inappropriate or indecent images. Viewing, retrieving or downloading of pornographic, terrorist or extremist material or any other material which the School/Trust believes is unsuitable is strictly prohibited and constitutes gross misconduct. This includes at any time when on Trust premises or otherwise in the course of your employment, including using the Trust's/School's ICT network, or via 3G or 4G, whether or not on a School or personal device. You should not allow unauthorised access to Trust or School equipment and should keep your computer passwords safe. If you discover material that is potentially illegal or inappropriate, you must isolate the equipment and contact the Designated Safeguarding Lead in accordance with the Trust's child protection and safeguarding policy and procedures immediately. Pupils must not be exposed to unsuitable material on the internet and Staff should ensure that any film or material shown is age appropriate.

## Gifts and rewards

- 70 **Anti-bribery and corruption policy:** Before accepting or giving any gifts or rewards, Staff must familiarise themselves with the Anti-Bribery and Corruption Policy contained in this Employment Manual.
- 71 **If a gift is received:** If you receive a gift from a pupil or parent you should:
- 71.1 declare the gift where there is a possibility it could be misconstrued, or in any event where the gift is of a value of more than £100, or £25 where the gift is from a parent, guardian or carer. The Head or a Trust Manager may in their absolute discretion require you to decline the gift; and
- 71.2 decline outright gifts that could be perceived as a bribe or that have created an expectation of preferential treatment. Although it is accepted for parents, guardians

or carers or children to make small gifts to show appreciation, you must not receive gifts on a regular basis or receive anything of significant value.

- 72 **Giving gifts and rewards:** Where you are thinking of giving a gift or reward:
- 72.1 it should only be provided as part of an agreed reward system;
  - 72.2 in all cases except the above, the gift or reward should be of little monetary value and should be discussed and agreed with the Head/Executive Principal/ Senior leader appointed by the Head/Executive Principal and where appropriate the parent, guardian or carer;
  - 72.3 selection processes should be fair and where possible should be agreed by more than one member of Staff; and
  - 72.4 gifts should be given openly and not based on favouritism.
- 73 **Allocation of gifts and rewards:** Decisions regarding entitlement to benefits or privileges such as admission to school trips, activities or classroom tasks must avoid perceptions of bias, grooming or favouritism. The selection process must be based on transparent criteria.

### **Childcare Disqualification**

- 74 **Offence:** The Childcare Act 2006 and the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 state that it is an offence for the Trust to employ anyone to provide childcare in connection with our early years provision (**EYP**) or later years provision (**LYP**) who is disqualified, or for a disqualified person to be directly involved in the management of EYP or LYP (a **Relevant Role**).
- 75 **EYP** includes usual school activities and any other supervised activity for a "young child" which takes place on the school premises during or outside of the normal school day (a child is a "young child" during the period between birth and up to 1 September following their fifth birthday).
- 76 **LYP** includes provision for children not in EYP and under the age of 8 which takes place on school premises outside of the normal school day, including, for example breakfast clubs, after school clubs and holiday clubs. It does not include extended school hours for co-curricular activities such as sports activities.
- 77 "**Childcare**" means any form of care for a child, which includes education and any other supervised activity for a "young child". "Childcare" in LYP does not include education during school hours but does cover before and after school clubs.
- 78 **Grounds for disqualification:** The grounds on which a person will be disqualified from working in connection with EYP or LYP are set out in the Trust's Recruitment, Selection and Disclosure Policy and Procedure. Staff are required to familiarise themselves with this document.
- 79 **Duty of disclosure:** Staff in a Relevant Role are under an ongoing duty to immediately notify the Trust if their circumstances, or the circumstances of any member of their household, change so that they meet any of the criteria for disqualification at any point during their employment with the Trust. Any failure to disclose relevant information will be treated as a serious disciplinary matter.
- 80 **Ofsted:** Where the School/Trust receives disqualification information about a member of staff working in a Relevant Role, and is satisfied that the member of staff is disqualified as a

consequence, the Trust is under a duty to report the circumstances of the disqualification to Ofsted.

- 81 **Waiver:** A member of staff who discloses information which appears to disqualify them from working in a Relevant Role may apply to Ofsted for a waiver of the disqualification.

### **Guidance on staff / staff relationships**

- 82 **Relationships with staff members:** Members of staff who have personal or social relationships with other staff members within the Trust should inform the Head/Executive Leader/Senior Leader appointed by the Head/Executive Principal of such relationships and keep them informed.

### **Reporting obligations**

- 83 **The Trust's position:** It is a contractual requirement as well as in your interests to follow this Code so as to maintain appropriate standards of behaviour and your own professional reputation. A breach of this Code may be treated as misconduct and will render you liable to disciplinary action including in serious cases, dismissal.
- 84 **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with the Trust's policies (including the whistleblowing policy, the child protection and safeguarding policy and procedures and this Code). Safeguarding children is at the centre of the Trust's culture and is accordingly considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers.
- 85 **Termination of employment:** If the Trust ceases to use the services of a member of staff because they are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made promptly if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the School, with a report being presented to the Trustees / Governors without delay. The Trust may also need to consider a referral to the Disclosure and Barring Service if a member of Staff is suspended, or deployed to another area of work that is not regulated activity.
- 86 **Resignation:** If a member of Staff tenders his or her resignation, or ceases to provide his or her services to the Trust at a time when child protection concerns exist in relation to that person, those concerns will still be investigated in full by the Trust and a referral will be made to the Disclosure and Barring Service promptly if the criteria for a referral are met.
- 87 **Teaching Regulation Agency (TRA) (previously known as the National College for Teaching and Leadership):** Separate consideration will also be given to making a referral to the TRA where a teacher has been dismissed (or would have been dismissed had he or she not resigned) because of unacceptable professional conduct, conduct that may bring the profession into disrepute, or a conviction at any time for a relevant offence. An interim referral to the TRA may also be considered and made if appropriate.



## Anti-bribery and corruption policy

### Introduction

- 1 **Commitment:** The Trust is committed to implementing effective measures to prevent, monitor and eliminate the risks of bribery, of the facilitation of tax evasion and to enforce effective systems to counter bribery and the facilitation of tax evasion.
- 2 **Application:** This policy applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, Trustees, contractors, and volunteers. It also applies to any other person or body, who acts or performs services for or on its behalf.
- 3 **Conduct:** The Trust conducts its business activities in an honest and ethical manner. The Trust will not tolerate any form of bribery and / or corruption by, or of, its Staff, nor their facilitation of tax evasion.
- 4 **Purpose:** The purpose of this policy is to:
  - 4.1 set out the Trust's responsibilities, and of those working for the Trust, in observing and upholding its position on bribery and corruption and the facilitation of tax evasion; and
  - 4.2 provide information and guidance to those working for the Trust on how to recognise and deal with bribery and corruption issues.
- 5 **Definition of a bribe:** A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.
- 6 **Definition of tax evasion and the facilitation of tax evasion:** In this policy, tax evasion means avoiding, reducing, or delaying payment of tax in a criminal way. It includes: fraudulent conduct intended to prejudice HM Revenue & Customs or the Department for Work and Pensions; taking steps with a view to the fraudulent evasion of tax; and being knowingly concerned in the fraudulent evasion of tax. In this policy the facilitation of tax evasion refers to facilitating it in a criminal way. This includes aiding and abetting a tax evasion offence or being knowingly concerned in or taking steps with a view to the evasion of tax by another person. In this policy tax evasion and the facilitation of tax evasion include conduct which is criminal under foreign law and which would have been criminal had it been carried-out against UK tax authorities or in the UK.
- 7 **Definition of third party:** Third party means any individual or organisation you come into contact with during the course of your work for the Trust. This includes parents, carers or guardians of current or prospective pupils, suppliers, distributors, business contacts, agents, advisers, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

### Gifts and hospitality

- 8 **Hospitality:** This policy does not prohibit the Trust's normal and appropriate hospitality (given and received) to or from third parties.
- 9 **Prohibited gifts:** The Trust prohibits the accepting of gifts from, or the giving of gifts to, a third party in the following circumstances:
  - 9.1 it is made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

- 9.2 it contravenes the law;
- 9.3 it is given in your name, not in the name of the Trust or one of its Schools;
- 9.4 it includes cash or a cash equivalent such as gift certificates or vouchers (other than as permitted under the Code of Conduct);
- 9.5 taking into account the reason for the gift, it is of an inappropriate type and value and given at an inappropriate time;
- 9.6 it is given secretly;
- 9.7 where a third party is a government official or a representative, or a politician or a political party.

## 10 Facilitating tax evasion

### 10.1 Risk assessment

10.1.1 The Trust evaluates the risk of Staff facilitating tax evasion by considering the motive, opportunity and means. Given the Trust's core business of providing educational services for pupils, principally to parents, it has identified key risks and risk events.

### 10.2 Due diligence

10.2.1 The Trust will carry out appropriate due diligence into its suppliers and partner organisations.

### 10.3 Risk events

This section sets out key events or steps which may involve risk. Staff must not take any of the steps set out in this section without the prior approval of the Head. Staff must inform the Head in the event that any of these events happen or steps are attempted or are requested:

10.3.1 in respect of suppliers and other commercial partners:

- (a) entering into side-letters which materially vary key terms in the main agreement like performance and price;
- (b) entering into commercial arrangements involving steps, terms or parties for which there is no clear, legitimate commercial need;
- (c) making payment in cash except for petty cash payments where it is usual legitimate commercial practice;
- (d) being asked to make payment otherwise than in accordance with contractual terms or without a numbered invoice or receipt;
- (e) being asked to pay an invoice which appears to be non-standard or customised, for example with non-standard allocations for the goods and services supplied or which does not include VAT or VAT registration details when it should;
- (f) being asked to make payment otherwise than to the supplier's regular account for invoices, previously approved by the Trust/School;

- (g) issuing or being asked to issue customised or non-standard invoices, re-issuing invoices or issuing invoices for example which do not reflect sums payable or their proper apportionment to services and cost centres in accordance with usual commercial practice;

10.3.2 in respect of Staff:

- (a) engaging Staff other than on standard commercial terms correctly reflecting the basis on which they are engaged;
- (b) claiming or paying expenses on a non-taxable basis except where it is clear that is the correct treatment;
- (c) paying fees, salary or expenses otherwise than into a UK bank account (after proper deductions in respect of tax and national insurance payable at source where applicable).

10.3.3 Staff must not without the prior approval of the Head make payment except into a UK based bank account of a person or organisation whose identity and ownership of the account has been verified by the Trust.

## **Unacceptable behaviour**

11 It is not acceptable for you (or someone on your behalf) to:

- 11.1 give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- 11.2 give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- 11.3 accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- 11.4 accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Trust in return;
- 11.5 create false records or fail to record and account for receipts, payments or commercial arrangements accurately;
- 11.6 enter into or document any arrangement which does not accurately reflect or conceals what is happening commercially;
- 11.7 pay trade suppliers or contractors in cash;
- 11.8 enter into arrangements where the legitimate commercial reason for including any step, any party or any document is not clear;
- 11.9 enter into or assist with any other arrangement which you know or suspect is fraudulent;
- 11.10 threaten or retaliate against another worker who has refused to commit a bribery or tax evasion offence or who has raised concerns under this policy;
- 11.11 engage in any activity that might lead to a breach of this policy.

## Facilitation payments and kickbacks

- 12 **Facilitation payments:** The Trust does not make, and will not accept, facilitation payments or "kickbacks" of any kind.
- 13 **Kickbacks:** Kickbacks are typically payments made in return for a business favour or advantage. All Staff must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by the Trust.
- 14 **Payments made by you:** If you are asked to make a payment on behalf of the Trust or one of its Schools, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Finance Director.

## Appropriate gifts

- 15 You are permitted to receive small gifts from pupils or parents (e.g. at the end of the year or Christmas) or from other third parties if the following conditions are met:
  - 15.1 if the the gift does include cash or a cash equivalent (such as gift certificates or vouchers) then it must be appropriate to the circumstances
  - 15.2 it is appropriate in the circumstances (e.g. it is given as a "thank you" for providing extra tuition or support);
  - 15.3 taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
  - 15.4 it is given openly, not secretly; and
  - 15.5 it is not made in explicit or implicit exchange for favours or benefits or with the apparent intention of securing some advantage from you.
- 16 If you are unsure about whether a particular gift complies with the above requirements, or where the value of the gift exceeds £25, you must report the gift to the Head/ Finance Director.

## Donations

- 17 **Political parties:** The Trust does not make contributions to political parties. We only make charitable donations which accord with the Trust's governing instrument and that are legal and ethical under UK law.

## Reporting

- 18 **Raising concerns:** You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your Line Manager.
- 19 **Reporting - whistleblowing:** If you encounter any of acts of corruption, bribery or the facilitation of tax evasion by the Trust or your colleagues, or, if you are offered a bribe, are asked to make one, ,asked to engage in activity which you suspect may facilitate tax evasion or if you suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity by the Trust or your colleagues, you must report them promptly in accordance with the Trust's Whistleblowing policy.

- 20 **Reporting - other:** If you encounter any of acts of corruption or bribery by a third party, or if you or a colleague are offered a bribe, are asked to make one, asked to engage in activity which you suspect may facilitate tax evasion or if you suspect that this may happen in the future, or believe that you or a colleague are a victim of another form of unlawful activity by a third party, you must report them promptly to the Finance Director. For example, if you encounter any of the following situations while working at the Trust, you must report them promptly to the Finance Director:
- 20.1 you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
  - 20.2 a third party insists on receiving a commission or fee payment before committing to sign up to a contract with the Trust, or carrying out a government function or process for the Trust;
  - 20.3 a third party requests payment in cash and / or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
  - 20.4 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
  - 20.5 a third party requests an unexpected additional fee or commission to "facilitate" a service;
  - 20.6 a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
  - 20.7 you are offered an unusually generous gift or offered lavish hospitality by a third party;
  - 20.8 a third party requests that a payment is made to "overlook" potential legal violations;
  - 20.9 a third party requests that you provide employment or some other advantage to a friend or relative;
  - 20.10 you receive an invoice from a third party that appears to be non-standard or customised or you are asked to pay without an invoice;
  - 20.11 you are asked to provide non-standard or customised invoices;
  - 20.12 a third party insists on the use of side letters or refuses to put terms agreed in writing;
  - 20.13 contracts, terms or arrangements are more elaborate than appear to be commercially necessary;
  - 20.14 parties or steps in transactions are located in or funds are routed through jurisdictions which are identified by credible sources to lack sound anti-fraud, anticorruption, anti-terrorism or anti-money laundering control;
  - 20.15 you are asked to pay in cash or we receive payment in cash, except where the sum is nominal and payment in cash is in accordance with normal good business practice;
  - 20.16 you identify any circumstances which might conceal or misrepresent an arrangement or appear unnecessarily complex or might otherwise facilitate or risk facilitating the evasion of tax;

20.17 you notice that the Trust has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

20.18 a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Trust.

21 **Prevention, detection and reporting:** The prevention, detection and reporting of bribery, tax evasion and other forms of corruption are the responsibility of all those working for the Trust or under the Trust's control. All Staff are required to avoid any activity that might lead to, or suggest, a breach of this policy.

### Induction and training

22 Training on this policy should form part of the induction process for all new Staff and Governors. All existing Staff and Governors will receive regular, relevant training on how to implement and adhere to this policy. Governors and senior members of staff will support training, demonstrating and modelling the Trust's top-level commitment to the issues addressed in this policy.

23 The Trust's zero-tolerance approach to bribery, corruption and the facilitation of tax evasion must be communicated to all third parties at the outset of the relationship and as appropriate thereafter.

### Records

24 **The Trust's obligations:** The Trust must keep financial records and have appropriate internal controls in place evidencing the business reason for making payments to third parties and to prevent bribery, corruption and the facilitation of tax evasion.

25 **Your obligations:** You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review by the Finance Director. You must read and be familiar with this policy and ask your Line Manager if there is anything that is not clear to you.

26 **Trust's expenses policy:** You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the Trust's expenses policy and specifically record the reason for the expenditure.

27 **Records:** All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as parents, guardians or carers, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments or facilitate tax evasion.

### Detriment

28 **Detriment:** The Trust is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

29 **Detrimental treatment:** 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 Finance Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the Trust's Grievance Procedure.

### Consequences of breaching this policy

- 30 **Breach:** Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Anyone else who provides services to the Trust and is found to be in breach of this policy will have their contract terminated.
- 31 **Sanction:** For individuals, bribery and corruption are punishable by up to ten years' imprisonment and facilitating tax evasion by up to life imprisonment. If the Trust is found to have taken part in or failed to prevent bribery, corruption or the facilitation of tax evasion, the Trust could face an unlimited fine and damage to its reputation. The Trust therefore takes its legal responsibilities very seriously.

## Health and safety at work rules

- 1 **Your duty:** It is your contractual duty whilst at work to take reasonable care for your own safety and for that of others who may be affected by your acts or omissions.
- 2 **Legal responsibilities:** The Trust and its employees also have legal responsibilities under the health and safety legislation. If you need more information please ask a Trust Manager. All arrangements to ensure the Health, Safety and Wellbeing of our staff are described in the Trust's Health and Safety Management system. Please familiarise yourself with the whereabouts of this document on your premises. Each School site may have its own standard operating procedures but the points below apply to all employees. In addition it is your contractual duty whilst at work to take reasonable care for your own safety and for that of others who may be affected by your acts or omissions. As an employee, you have a legal duty under the Health and Safety at Work etc. Act 1974 to:
  - Follow the training you have received when using any work items your employer has given you.
  - Take reasonable care of your own and other people's health and safety.
  - Co-operate with your employer on health and safety. This includes, but is not exclusive to, reading/auctioning all health and safety requests/correspondence, and undergoing health and safety induction and all training deemed necessary by your line manager.
  - An employee who is in breach of his or her duties under HASAWA may be liable to pay a fine on conviction.
- 3 **Extra precautions:** There may be special precautions, codes of conduct or specific instructions relating to your use of particular equipment and substances. You should familiarise yourself with these and observe them at all times.
- 4 **Risk assessments and safe systems at work:** You should familiarise yourself with all risk assessments and safe systems at work relevant to you and refer to them at all times.
- 5 **Fire procedures:** You must comply with the fire regulations, fire drill practices and procedures of the Trust and its Schools. Copies of relevant standards are on all notice boards and at other strategic places throughout the Schools. Never attempt to put out a fire unless it is blocking your exit route.
- 6 **Reporting accidents:** You must report any accident which occurs at your place of work - however trivial it appears to be. You may obtain an accident report form from your School/ place of work.

- 7 **Reporting near misses:** You must report any near misses which occur at your place of work. These reports help the Trust to stop accidents. You may obtain an accident report form from your School/place of work.
- 8 **New and expectant mothers:** In order for the Trust to support you at this time, please inform us in writing if you are a new or expectant mother.
- 9 **Stress at work:** please discuss this with your line manager or the Trust Manager (Operations).
- 10 **Safety awareness:** All employees are expected to adopt a safety conscious attitude and be aware of the circumstances which can cause accidents. You should, therefore, report immediately any hazards or potential hazards in your workplace to your line manager/ the Head.
- 11 **Electrical equipment:** Equipment which does not require continuous operation should be switched off when not in use and disconnected from the main electricity supply at the end of the day. On no account should you carry out any adjustments to electrical equipment. In the event of a fault developing, the equipment should be switched off and the Head/School office notified of the details. No electrical equipment should be used until it has been PAT tested.
- 12 **Workplace:** You should endeavour to keep your workplace in a tidy state at all times. Care should be taken to ensure that cupboard doors and desk drawers are not left open unnecessarily. Special care should be taken to ensure that rights of way and escape routes are never obstructed.
- 13 **Lifting:** As serious injury, especially to the back, can result from incorrect lifting, you should familiarise yourself with the correct method of lifting heavy objects and undergo manual handling training if you are required to carry or move heavy or awkward objects in your role.
- 14 **Working at height:** If you could injure yourself by falling off steps/ladders etc. you must undergo working at height training.
- 15 **DSE assessment:** you must undertake an annual DSE assessment if you sit at a computer regularly for more than an hour at a time.
- 16 **COSHH (Control of substances hazardous to health):** You must familiarise yourself with all COSHH data sheets before using any substances hazardous to health.
- 17 **First aiders:** The names of First Aiders are posted on the notice boards. If you, another member of staff or a pupil requires attention an appointed First Aider should be contacted. Where necessary, a person requiring treatment should be taken to the sick room. It is the First Aider's responsibility to assess the situation and decide the correct course of action. Always call 999 in an emergency.
- 18 **First aid boxes:** These are located at designated points throughout the Schools and may only normally be opened by qualified First Aiders. Neither First Aiders nor any employees are permitted to dispense pharmaceutical products including aspirin and related products. In cases of serious illness or injury you should telephone for an ambulance if deemed necessary. The Head or a Trust Manager should be kept notified.
- 19 **Lone working:** There may be specific instructions relating to you lone working or working late. You should familiarise yourself with these and observe them at all times.
- 20 **Driving at work:** Each School will have a protocol relating to driving children in School vehicles or in your own vehicle. Please do not drive without familiarising yourself with this.



- 21 **Breach of health and safety regulations:** In certain circumstances, breaches of health and safety regulations and / or law and / or these Health and Safety at Work Rules may constitute gross misconduct and may result in instant dismissal and possibly civil or criminal proceedings. In any event a failure to comply with the appropriate standards will render an employee liable to disciplinary action.

## Sickness policy

- 1 **Sick pay:** Subject to the provisions of this policy and provided you comply with the notification requirements, if you are unable to work because you are ill you will be entitled to receive sick pay in accordance with your contract of employment, subject to the provisions of this policy. The entitlement is as follows:

For teaching staff:

<b>Service Length</b>	<b>Entitlement (pro-rata for part-time staff)</b>
Up to 4 calendar months	Full pay for 25 working days
During the rest of the first year of service	Full pay for 25 working days (less any taken in first four calendar months) and then half pay for 50 working days
During the second year of service	Full pay for 50 working days and then half pay for 50 working days
During the third year of service	Full pay for 75 working days and then half pay for 75 working days
Years 4+ (i.e. after completing 3 full years of service)	Full pay for 100 working days and then half pay for 100 working days

For support staff:

<b>Service Length</b>	<b>Entitlement</b>
Up to 4 calendar months	Full pay for 1 calendar month
During the rest of the first year of service	Full pay for 1 calendar month (less any taken in first four calendar months) and then half pay for 2 calendar months
During the second year of service	Full pay for 2 calendar months and then half pay for 2 calendar months
During the third year of service	Full pay for 4 calendar months and then half pay for 4 calendar months
During the fourth and fifth year of service	Full pay for 5 calendar months and then half pay for 5 calendar months
Years 6+ (i.e. after completing 5 full years of service)	Full pay for 6 calendar months and then half pay for 6 calendar months

- 2 **Entitlement:** Entitlement to sick pay is calculated from the anniversary of your start date. Where you are on sick leave at the point at which your sick pay entitlement would, by virtue of your length of service be increased, no new sick pay entitlement will take effect until you have actually returned to work and the period until the return to work will be regarded as part of the preceding year's entitlement.

- 3 **Conditions:** In determining whether or not you fall within the above limits any remaining sick pay entitlement will be calculated on the first given day of any period of sickness absence, taking into account all days of sickness absence which you have taken during the 12 month period immediately preceding your first given day of sickness absence. Once you have exhausted your entitlement to sick pay, you will only accrue your full sick pay entitlement if you return to work for a period of 12 months. If you have a record of persistent or excessive absence, or where the Trust considers it reasonable to exercise its discretion, you may be refused sick pay for any period of absence.
- 4 **Notification:** Should you be absent on account of illness, injury or other disability you must advise the relevant nominated person, according to the procedures in your School/place of work, on the first day of absence giving the reason for your absence and its likely duration. Thereafter you are required to keep the School/Trust regularly updated.
- 5 **Self-certification:** You shall, if absent for seven calendar days or less, immediately on returning to work complete a self-certification form covering each day of absence.
- 6 **Medical certificate:** You shall, if absent for more than seven calendar days, provide the School/Trust with a medical certificate from your general practitioner on the eighth day of absence, or as soon as possible, stating the reasons for absence and whether you may be fit for work with certain adjustments, or that you are not fit for work. Your general practitioner will need to provide a medical certificate to cover any subsequent periods of absence.
- 7 **May be fit for work:** If your general practitioner provides a medical certificate indicating that you may be fit for work with adjustments, your line manager or a representative of the Trust will meet with you to discuss the contents of the certificate. Your line manager/ a Trust representative will consider what adaptations or adjustments it may reasonably make to facilitate your return to work. In the event that your line manager/ a Trust representative cannot reasonably make the recommended adjustments or adaptations, then you will be deemed to be not fit for work and will be paid in accordance with your sick pay entitlement.
- 8 **Medical examination requirement:** The Trust will, at its own expense, be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the Trust. You authorise the medical adviser to disclose to the Head (or person nominated by the Head) the results of the examinations and to discuss any matters arising from the examinations which might affect the proper discharge of your duties.
- 9 **Occupational Health:** If you are referred for an Occupational Health assessment, your line manager/ a representative of the Trust will meet with you to discuss the contents of any Occupational Health report or return to work plan provided following your assessment.
- 10 **Reduced hours:** In the event that a phased return, reduced hours or amended duties is agreed, you will be entitled to pay on a pro rata basis only. Any sick pay for days which are not worked is entirely at the Trust's discretion.
- 11 **Review of sickness record:** The Trust will be entitled to review your sickness record at any stage of absence and may dismiss you with notice on the grounds of such absence, notwithstanding that any entitlement to sick pay has not been exhausted.
- 12 **Conduct whilst away from work:** If you are absent from work you will be expected to behave in a manner appropriate to your illness or disability. You will not be entitled to undertake any other form of paid employment or participate in any activity (of a sporting nature or otherwise) that could have an adverse effect on the speed and success of your recovery. The Trust reserves the right to make contact with you during any period of absence.

- 13 **Infectious diseases:** If you reside in a house in which another person is suffering from an infectious disease, you shall notify the School/Trust at once and take such precautions as may be prescribed. You may be asked not to attend work where there is a risk that this could spread the infection. This period of absence will count towards your sick pay entitlement.
- 14 **Suspension of sick pay:** If the Trust believes after an appropriate investigation that the reason for your absence is due to your misconduct or you have not observed the provisions of this policy or you have slowed your recovery by your behaviour, you may no longer be entitled to sick pay.
- 15 **Injury caused by others:** If you are unable to work because of an accident or other action caused by another person, any compensation you receive from that person or their insurers relating to earnings for which the Trust has already paid you as sick pay shall be repaid by you to the Trust.
- 16 **Sickness whilst on annual leave:** If you are ill or injured during a period of pre-arranged holiday you may be able to treat the days of incapacity as sickness absence instead of annual leave. This is subject to complying with the notification requirements at paragraph 14 below. Any claim to reschedule your sickness affected holiday will be limited to your statutory annual leave entitlement only. For these purposes any paid holiday that you have taken during the relevant holiday year will be deemed first to count towards your statutory annual leave entitlement. Any periods of incapacity during pre-arranged holiday leave will be paid at the rate of occupational or, if you have exhausted your occupational entitlement, statutory sick pay only.
- 17 **Notification requirements for sickness whilst on annual leave:** Should you be ill or injured during a period of pre-arranged holiday you must advise the Head or your line manager as soon as possible and according to the procedures in your School/place of work, giving the reason for your absence and its likely duration as under paragraph 2 of this policy. This must be done at your own expense irrespective of whether you are in the UK or abroad. Thereafter you are required to keep the Trust regularly updated. You will not receive sick pay unless you are able to provide a medical certificate, or other evidence acceptable to the Trust of incapacity, at your own expense for the full period of incapacity. It is expected that such evidence would normally be a medical certificate from the country where you are on holiday at the time of the illness or injury.
- 18 **Absence immediately before a school holiday:** Where a term time only or term time plus days member of support staff or a teacher is signed off immediately prior to a school holiday and signed fit for work during the holiday, the holiday period is treated as sick leave if they are unable to return to full duties for four full consecutive working weeks after the school summer holiday, or one full working week after any other holiday, with a linked reason for absence. This will not apply where the employee can show that the reasons for the absence before and after the holiday are not linked. Extenuating circumstances will be considered on a case-by-case basis.

## Absence management policy

- 1 **Aims:** The Trust recognises that absence from work can have a significant impact on individuals as well as other members of staff and the high quality service that the Trust aims to deliver to its pupils. The Trust wishes to ensure a healthy and effective workforce, minimise the likelihood of sickness absence and support members of staff through periods of ill health with the aim of securing their return to work. This non contractual policy sets out the Trust's procedure for reporting absence and for the management of absence in a fair and consistent way. It aims to strike a reasonable balance between the needs of the Trust and its Schools and supporting staff who need to take time off work due to sickness.
- 2 **Absence:** 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 (e.g. injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- 3 **Understanding:** The Trust wishes to ensure that the reasons for absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent to return to work.
- 4 **Application:** This policy does not apply during the probationary period or to cases of unauthorised absence. If, at any time, the Head / Executive Principal/ Trust Manager (Operations) considers that your sickness absence is not genuine, the Head / Finance Director/ Trust Manager (Operations) may refer matters to be investigated and considered under the Trust's disciplinary procedure.
- 5 **Flexibility:** There may be occasions when the Trust considers it appropriate to change or omit parts of the procedure. In particular if the employee has any current warnings under the Trust's capability procedure this can be taken into account when determining at which stage this procedure should be instigated.
- 6 **Health and wellbeing:** The Trust aims to ensure the health and wellbeing of its staff, through support, advice and assistance. The Trust makes the following available to its staff:
  - 6.1 confidential counselling support (details of which are available from the School Business Manager/ Trust Manager (Operations));
  - 6.2 access to occupational health support;
- 7 **Disabilities:** We are aware that sickness absence may result from a disability and the Trust is committed to supporting disabled staff in accordance with its obligations under the Equality Act 2010.

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 Head / the School Business Manager/ Trust Manager (Operations)/ your line manager. Employees are encouraged to suggest any steps which the Trust/School could reasonably put in place to support them in the fulfilment of their duties.

## Keeping in contact during sickness absence

- 8 **Contact:** If you are absent on sick leave you should expect to be contacted from time to time by your line manager or appropriate member of Trust staff in order to discuss your state of health and expected length of continued absence from work. Such contact is intended to provide reassurance and will be kept to a reasonable minimum. If you have a preferred method of communication you should let the Trust or School know and, where reasonably practicable, this will be taken into account.

- 9 **Handover:** The Trust/School may also contact you from time to time about any work related issues and to provide a smooth handover to anyone covering your absence. The Trust may check your email account during your absence to identify any work related emails that need a response and may at any time limit your access to the Trust's IT system.
- 10 **Concerns:** 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 line manager at any time.

### **Return-to-work meeting**

- 11 **Purpose:** A return-to-work interview enables the Trust/School 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 the Trust/School's attention. Where appropriate it also enables you to discuss and agree a return to work programme.
- 12 **Meeting:** The Trust/School may arrange a return-to-work meeting with your line manager should it consider it to be beneficial after any period of absence, but will always do so if you have been absent on sick leave for more than 10 consecutive working days or if your absence meets the trigger points for concern outlined in section 13 below.

### **Management of sickness absence**

- 13 **Application:** The Trust/School will monitor sickness absence and may apply this procedure whenever the Head /School Business Manager/Executive Principal/Trust Manager (Operations) considers that the level of sickness absence is a concern, and in particular, if you:
- 13.1 have had 5 working days' absence within the previous 2 Terms, or
  - 13.2 3 separate incidents of absence within the previous 2 Terms, or
  - 13.3 10 days within the previous 12 months, or
  - 13.4 have a recurrent pattern of sickness absence.

### **The procedure**

- 14 **Investigation:** If the Trust/School is concerned with a level of sickness absence as a first step this will be investigated. An investigation may (depending on the circumstances) involve:
- 14.1 requiring you to undergo examinations by a medical adviser to be appointed or approved by the Trust for the purpose of producing advice or guidance for the Trust/School on the state of your health and ability to discharge your duties;
  - 14.2 a review of your sickness record;
  - 14.3 meeting with you to obtain your views on your health, including any medical report, any steps which could reasonably be put in place to support you in the performance of your duties and, where relevant, a likely date for a return to work and any steps which could be put in place to facilitate a return to work;
  - 14.4 reviewing any entitlement to insurance or ill-health retirement benefits.
- 15 **Disability related absence:** The Trust is committed to supporting all staff with long-term health conditions. Where the medical evidence indicates that there is a long-term condition which falls within the definition of a disability within the meaning of the Equality Act 2010 which is contributing to sickness absence the Trust will consider:

- 15.1 making reasonable adjustments where possible to support a member of staff in fulfilling their duties and maintaining a satisfactory level of attendance;
  - 15.2 providing a phased return to work;
  - 15.3 redeployment to a suitable alternative vacancy;
  - 15.4 making reasonable adjustments to this process;
  - 15.5 only taking action under this procedure where it is justified.
- 16 **Next stage:** If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing. Alternatively, a decision may be made to address the matter informally. Where it is considered necessary to address this formally you will be invited to a formal sickness absence meeting to discuss the matter further in accordance with the procedure below. Where it reasonably appears that you are not fit to return to work or to perform your duties at the required level (which may include maintaining a satisfactory level of attendance) it is likely to be appropriate to move directly to a Stage 3 final sickness absence meeting.
- 17 **Invitation to a sickness absence meeting:** You will be given reasonable advance notice of the timing and location of any sickness absence meeting and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the sickness absence meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information.
- 18 **Right to be accompanied:** You may be accompanied to a sickness absence meeting by a colleague or trade union official. The Trust may at its discretion, permit a companion who is not a member of staff or union representative (for example, a family member) where this will help overcome particular difficulties caused by a medical condition.
- 19 **Decision making:** The sickness absence meetings will be conducted by the Head, Executive Principal, Finance Director or an appropriate senior member staff who may determine any of the outcomes up to and including dismissal on the grounds of ill-health.
- 20 **Stage 1: sickness absence meeting: the meeting will address:**
- 20.1 the Trust/School's concerns about your sickness absence, the impact of this, and the respects in which your performance has fallen short of the required standards
  - 20.2 where you have been absent on a number of occasions, determining the likelihood of further absences
  - 20.3 discussing the reasons for your absence and any points in response
  - 20.4 suggestions as to any appropriate measures or support which could improve your attendance or support you in the workplace
  - 20.5 whether it would be helpful to obtain any medical advice or further medical advice
  - 20.6 the likely consequence of further absences or a failure to return to work and maintain satisfactory attendance levels
  - 20.7 the time in which attendance must improve and the method by which this will be monitored.

- 21 **Outcome of first sickness absence meeting:** On completion of the sickness absence meeting any outcome will be confirmed in writing which may include a formal written warning that your attendance is not meeting the required standard and setting out the required improvement and any time period for improvement. You will be advised of your right to appeal the outcome.
- 22 **Stage 2: further sickness absence meeting:** In the event of a more serious failing, or if you fail to improve your attendance as required, you will be invited to a further sickness absence meeting. The meeting will address the points set out above including the reasons for and impact of your ongoing absence.
- 23 **Outcome of further sickness absence meeting:** On completion of the further sickness absence meeting any outcome will be confirmed in writing which may include a final written warning that your attendance is not meeting the required standard and setting out the required improvement and any time period for improvement. This will include a warning that failure to meet and sustain the required level of attendance is likely to result in your dismissal. You will be advised of your right to appeal the outcome.
- 24 **Stage 3: final sickness absence meeting:** Where you have been warned that you are at risk of dismissal following a prior warning, or where it reasonably appears that you are unfit to perform your duties, or unlikely to return to work, we may invite you to a final sickness absence meeting. The purposes of the meeting will be:
- 24.1 to review the meetings that have taken place and matters discussed with you;
  - 24.2 if it has not been obtained, consider whether medical advice is required. If it has been obtained, consider the advice that has been given and whether further advice is required;
  - 24.3 where you are on long-term sickness absence, discussing how long the absence is likely to last and whether there is a reasonable likelihood of you returning to work;
  - 24.4 where you have been absent on a number of occasions, discussing the likelihood of further absences and to consider whether there is a reasonable likelihood of you achieving the desired level of attendance in a reasonable time;
  - 24.5 considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so;
  - 24.6 considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you;
  - 24.7 To consider the possible termination of your employment.
- 25 **Outcome of final sickness absence meeting:** On completion of the final sickness absence meeting any outcome will be confirmed in writing which may include giving notice to terminate your employment. You will be advised of your right to appeal the outcome.
- 26 **Currency of warnings:** A warning requiring improvement which is issued following a sickness absence meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. A final written warning will remain in effect for a period of 24 months from the date of issue unless you are otherwise advised. Copies will be placed on your personnel file.

## Appeal



- 27 **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made following a sickness absence meeting if you are dissatisfied with it. You should notify the School/Trust in writing within five working days of being notified of a decision, giving full details of why you wish to appeal.
- 28 **Appeal procedure:** The Appeal Panel will arrange an appeal meeting as soon as reasonably practicable and you will be informed in advance of its timing and location. You must take all reasonable steps to attend the appeal meeting. There shall be no right to appeal the decision of the Appeal Panel. The Appeal Panel will be entitled to reach a different conclusion and impose a different outcome (although not greater) than that imposed after the sickness absence meeting.
- 29 **Appeal panel:** The Appeal Panel shall not include anyone involved in the sickness absence meeting and may comprise one or more persons. As far as reasonably practicable, the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the sickness absence meeting. You will be informed in writing of the Appeal Panel's decision as soon as reasonably practicable.
- 30 **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official. The School may at its discretion, permit a companion who is not a member of staff or union representative (for example, a family member) where this will help overcome particular difficulties caused by a medical condition.
- 31 **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that the period of notice began at the date given in the dismissal decision. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

## Compassionate and parental bereavement leave policy

- 1 **Purpose:** This policy is intended to provide guidance on the Trust's discretionary right to allow you to take paid leave in the event of a death of someone close to you and your entitlement to take Statutory Parental Bereavement Leave in the event of a death of a child.

### Statutory Parental Bereavement Leave

- 2 **Entitlement:** You may be entitled to two weeks' Statutory Parental Bereavement Leave from work in the event of a death of a child under the age of 18 (including a still birth after 24 weeks of pregnancy).
- 3 **Eligibility:** The right to Statutory Parental Bereavement Leave and pay will be available to all legal parents, as well as legal guardians and individuals who have obtained court orders giving them day-to-day responsibility for caring for the child. This includes an adoptive parent, prospective adopter, intended parent under a surrogacy arrangement, a parent "in fact" (someone looking after the child in that person's own home for the last four weeks), or that person's partner, but not a paid carer.
- 4 **Timing:** Statutory Parental Bereavement Leave will need to be taken either as a single block of two weeks or as two separate blocks of one week, and the leave will need to be taken during the period of 56 weeks from the date of the child's death.
- 5 **Parental Bereavement Pay:** Statutory Parental Bereavement Leave will be paid at the prescribed rate set by the government for the relevant tax year.
- 6 **Notice:** No notice will be required to be given for Statutory Parental Bereavement Leave taken within the first seven weeks after a child's death, but where Parental Bereavement Leave is taken during or after the eighth week after a child's death, you will be required to give one week's notice of your intention to take leave.

### Compassionate leave

- 7 **Entitlement:** You may be entitled to the following paid leave from work in the event of a death of someone close to you. This entitlement includes any time off to attend the funeral:

Person	Entitlement
Death of a spouse, civil partner, partner or parent	Up to one week
Death of another relative	One day

- 8 **Entitlement extension:** Any request for an extension to your entitlement, as per paragraph 7 above, or for leave following the death of any other person or relative who is close to you will be considered on a case by case basis and is at the discretion of the Head/ Executive Principal/Trustees.
- 9 **Notice:** Whenever practicable, you will be required to request the leave of absence from the Head/ Executive Principal giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact the Head/ Executive Principal as soon as practically possible.

- 10 **Abuse of entitlement:** The Trust may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

## Pensions auto-enrolment policy

- 1 **Purpose:** This policy is intended to provide guidance on the operation of the pension scheme available to you during your employment with the Trust as set out in your contract of employment. For teaching staff this is the Teachers' Pensions Scheme and for support staff the Local Government Pensions Scheme or any alternatives. For the purpose of this policy both are referred to as **the Scheme**. The policy reflects legislation which requires employers to automatically enrol employees who meet certain eligibility criteria into a qualifying pension scheme.
- 2 **Staging date:** Is the date notified to the Trust by the Department for Work and Pensions from when the Trust is required to auto-enrol staff in the Scheme.
- 3 **Eligibility:** Auto-enrolment applies to all employees aged between 22 and state pension age and earning over the earnings trigger (currently £10,000) as may be changed from time to time.
- 4 **Non-eligible members of staff:** Irrespective of auto-enrolment eligibility the Trust will enrol all new members of teaching staff aged between 16 and 74 into the Teacher's Pension Scheme and support staff into the Local Government Pensions Scheme on commencement of employment in accordance with your contract (subject always to the rules of the Scheme).
- 5 **Auto-enrolment:** The Trust is legally required to automatically enrol eligible staff in the relevant Scheme.
- 5.1 **New starters:** All new members of staff will be automatically enrolled in the Scheme within one month of the commencement of their employment. Any new members of staff who wish to opt out must contact the Teachers' Pension Scheme or the Local Government Pension Scheme and notify the Trust payroll department in writing.
- 5.2 **Existing members of staff who are already members of the Scheme:** There will be no change for any member of staff who is already a member of the Scheme. You will remain a member of the Scheme unless you choose to opt out. You will be provided with written confirmation of your membership and details of how to obtain further information.
- 5.3 **Existing members of staff who are not members of the Scheme:** Any members of staff who are not currently members of the Scheme will be automatically enrolled by the Trust following the Staging Date.
- 5.3.1 For teachers this will apply to staff who have:
- (a) previously opted out;
  - (b) commenced a part-time contract before 01 January 2007, did not make a part-time election and have continued in that contract (without taking up another post which would have led to the need to contractually enrol them );
  - (c) staff on ill health retirement pre 01 April 1997 from when they reach age 60 or cease to be incapacitated, whichever is the earliest; or

- (d) become re-employed before 01 January 2007, did not make an Elected Further Employment election and have continued in that contract (without taking up another post which would have led to the need to contractually enrol them).

5.3.2 For support staff this will apply to staff who have;

- (a) not opted in

- 6 **Re-enrolment:** The Trust will repeat the exercise of auto-enrolment every three years from the Staging Date with any eligible employee who is not a member of the Scheme at the time. This will include employees who have opted out.
- 7 **Opting out:** Should you wish to opt out of the Scheme then teachers must contact the Teachers' Pension Scheme via their website and support staff must contact the Local Government Pension Scheme to obtain an opt out notice. If you wish to remain opted-out you will need to repeat this process every three years each time you are re-enrolled into the Scheme. If you have opted out but change your mind and wish to join the Scheme you can either wait until the next re-enrolment date when the Trust will enrol you, or alternatively, you must contact the Scheme administrator and elect to opt-in.
- 8 **Information:** The Trust will provide you with information regarding your pension and direct you to additional sources of information on the Scheme's website. If you have been automatically enrolled in the Scheme you will be notified in writing and provided with the following information:
- 8.1 the enrolment date;
  - 8.2 details of the Scheme and contact information;
  - 8.3 amount of contributions;
  - 8.4 any tax relief; and
  - 8.5 confirmation of your right to opt out and how to do so.
- 9 **Advice:** The Trust cannot offer any advice or guidance in relation to your pension rights or entitlements so that you must seek your own advice.
- 10 **Personal Data:** You understand and agree that the Trust will pass your personal details (being all information relevant to your enrolment and membership in the Scheme) to the Scheme administrator and will maintain certain records for the purpose of enrolment and membership of the Scheme.

## Time off for antenatal and adoption appointments policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to time off for antenatal and adoption appointments.

### If you are pregnant

- 2 **Eligibility for paid time off:** If you are pregnant you are entitled to take reasonable paid time off during working hours for antenatal appointments.
- 3 **Notice:** Whilst it may not always be possible, please give your Line Manager as much notice as possible of the appointment. Unless it is the first appointment, your Line Manager may ask you to provide the following:
  - 3.1 a certificate from your doctor, midwife or health visitor confirming that you are pregnant (for example a MAT B1 form); and
  - 3.2 an appointment card.
- 4 **Request to rearrange appointment:** If it is considered reasonable to do so, or where it impacts on the needs of the Trust, your Line Manager/the Head may ask you to rearrange, if possible, your antenatal appointment.

### If you wish to accompany a pregnant woman

- 5 **Eligibility for unpaid time off:** You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the mother or the unborn baby. This means that either:
  - 5.1 you are the baby's father;
  - 5.2 you are the pregnant woman's spouse, civil partner or cohabiting partner; or
  - 5.3 she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
  - 5.4 you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.
- 6 **Agreeing time off:** Whilst it may not always be possible, please give your Line Manager/ the Head as much notice as possible of the appointment. You must provide us with a signed statement providing the date and time of the appointment also confirming:
  - 6.1 that you meet one of the eligibility criteria in paragraph 5;
  - 6.2 that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
  - 6.3 that the antenatal appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.
- 7 **Duration:** You may:
  - 7.1 take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy;

- 7.2 not take more than six and a half hours off for each appointment, including travel and waiting time;
  - 7.3 request annual leave if you wish to take time off to attend further antenatal appointments.
- 8 **Refusal of appointment:** If it is considered reasonable to do so, or where it impacts on the needs of the Trust, you may be refused time off work to accompany the pregnant woman to an antenatal appointment.

#### **If you are adopting a child**

- 9 **Adoption appointments:** An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 10 **Eligibility for paid time off:** If you are adopting a child 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 once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.
- 11 **Eligibility for unpaid time off:** If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
- 12 **Duration:** You may:
- 12.1 take up to six and a half hours off for each adoption appointment, including travel and waiting time;
  - 12.2 take time off under this policy before the child is placed with you. Your entitlement to time off for adoption appointments will end on the placement of the child with you. If the adoption agency is placing more than one child with you as part of the same arrangements, this is treated as one adoption and will not increase the number of appointments in respect of which you can take time off.
- 13 **Agreeing time off:** Please give your Line Manager/ the Head as much notice of your adoption appointment as possible. You must provide a signed statement or an email confirming:
- 13.1 the date and time of the appointment;
  - 13.2 that the appointment has been arranged or requested by the adoption agency;
  - 13.3 whether you are adopting a child alone or jointly with another person;
  - 13.4 if you are adopting with another person, whether you will be the primary or secondary adopter;
- 14 **Rescheduling an appointment:** We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so.
- 15 **Refusal of appointment:** In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

## Adoption leave and pay policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to adoption leave and pay.

### Notification requirements

- 2 **Notification:** You must inform the Trust/School within seven days of receiving notification from the statutory adoption agency of being matched with a child (**Agency Notification**) that you intend to take adoption leave. The Trust/School may require you to produce evidence of a child being placed with you.
- 3 **Local Authority placement and surrogacy:** If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.
- 4 **Information from the Trust/School:** Following receipt of your notification, the Trust/School will write to you within 28 days indicating the date on which your entitlement to adoption leave will end.

### Adoption leave

- 5 **Entitlement:** Provided you comply with the notification procedures above, you will be entitled to 26 weeks Ordinary Adoption Leave (**OAL**) and 26 weeks Additional Adoption Leave (**AAL**). AAL begins the day after your OAL ends
- 6 **Commencement of leave:** You will be entitled to begin your OAL up to 14 days before the date on which the child is expected to be placed with you. You may not start your OAL after the date on which the child is placed with you.
- 7 **Variation:** You may vary the date on which you begin your OAL provided that you notify the Trust/School in writing at least 28 days before the new date you wish to begin your OAL.

### Additional adoption leave

- 8 **Entitlement:** If you are entitled to OAL you will also be entitled to an additional period of 26 weeks Additional Adoption Leave (**AAL**) beginning the day after your OAL ends. The Trust/School will inform you of the date on which your AAL period will end should you decide to take AAL within 28 days of you notifying the Trust/School of your intention to take OAL.

### Keeping in touch

- 9 **Informal discussion:** Before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 10 **Keeping in touch days:** You may work (including attending training) for up to ten days during your adoption leave without bringing your adoption leave or Statutory Adoption Pay to an end. The arrangements, including pay, can be set by agreement between you and the School.**Before you return:** Shortly before you are due to return to work, the Trust/School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

## Return to work

- 11 **Notification:** The Trust/School will inform you of the date on which your AAL period will end (should you decide to take AAL) within 28 days of you notifying the Trust/School of your intention to take OAL. If you wish to return to work before the end of your AAL, you must notify the Trust/School in writing at least eight weeks before you expect to return to work. A failure to notify the Trust/School could mean that your return to work is postponed.
- 12 **Returning late:** If you wish to return later than the end of your full period of leave, you should either request unpaid parental leave in accordance with the parental leave policy, giving the Trust/School as much notice as possible, or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.
- 13 **Return from OAL:** You will be employed in the same position upon your return to work from OAL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions of employment as if you had not been absent.
- 14 **Return from AAL:** You will normally be entitled to return to the same position upon your return to work from AAL that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable for you and appropriate for you to do in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AAL period was continuous with the period of employment following it.
- 15 **Disrupted placement:** Where you have already commenced your leave and the child is subsequently not placed with you or the placement ends, your entitlement to adoption leave shall end either eight weeks after the week in which you received notification that the child is not to be placed with you, the placement ends or at the end of your AAL whichever is sooner.

## Statutory adoption pay

- 16 **Entitlement:** You will be entitled to Statutory Adoption Pay (**SAP**) provided that you have been continuously employed by the Trust for 26 weeks as at the week you receive the Agency Notification (even if your employment is terminated for any reason after this date) and provided that you make National Insurance contributions. You will not be entitled to SAP if you have chosen to receive Statutory Paternity Pay or your spouse has chosen to receive SAP.
- 17 **Commencement:** Your entitlement to SAP will begin when you commence your OAL.
- 18 **Duration:** You will receive SAP for the first 39 weeks of your adoption leave period. The remainder of your AAL will be unpaid.
- 19 **Rate:** SAP is paid at the prescribed rate set by the government for the relevant tax year.
- 20 **Losing your entitlement:** You will lose your entitlement to SAP if you commence working for another employer during your adoption leave, whether on a part-time or full-time basis. You will not be entitled to SAP if you are entitled to Statutory Sick Pay or the child placed for adoption with you reaches 18 years of age.

## Occupational adoption pay



21 Employees who take adoption leave in accordance with this policy and who have been continuously employed by the Trust for at least 2 years as at the week Agency Notification is received will be entitled to receive occupational adoption pay. If you do not have that service then SAP only will apply (if relevant).

22 Occupational adoption pay is payable as follows:

22.1 4 weeks full pay (including higher rate SAP); followed by

22.2 2 weeks at 90% of full pay (higher rate SAP); followed by

22.3 12 weeks at half pay plus the lower rate SAP; followed by

22.4 21 weeks at the lower rate SAP; followed by

22.5 13 weeks unpaid leave.

(Note that "higher rate SAP", means 90% of your average weekly earnings calculated over the relevant period (as prescribed by statute) and "lower rate SAP" means the prescribed rate which is set by the government for the relevant tax year or 90% of your average weekly earnings if this is lower.)

23 These payments can be deferred until a decision has been made on whether or not to return to work. A further condition of occupational adoption pay is that employees should return to work at the school, in a full or part-time capacity, for at least 3 months following adoption leave (including holidays). The Trust reserves the right to reclaim all the non-statutory elements of pay if an employee fails to return for this period of time. Entitlement to SAP remains unaffected, regardless of whether the individual returns.

### **Adopting more than one child**

24 **Entitlement:** Where you adopt more than one child as part of the same arrangement, your entitlement to leave and SAP under this policy shall remain unchanged.

### **Deciding not to return**

25 **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of adoption leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

### **Returning to work part-time**

26 **Requests:** The Trust/School will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy.

### **Shared parental leave**

27 **Shared parental leave (SPL):** Subject to eligibility requirements, you may be entitled to SPL and pay. If you opt into the SPL scheme, you will forgo any remaining rights or entitlements under this adoption leave and pay policy. Please see the Trust's SPL policy for further details.



## Maternity leave and pay policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlements and the Trust's position in respect of maternity leave and pay.

### Notification requirements

- 2 **Notification:** Please inform the Trust/School as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Before the end of the 15th week before the Expected Week of Childbirth (**EWC**), or as soon as reasonably practicable afterwards, you must notify the Trust/School of the EWC and the date on which you wish to start your maternity leave. The Trust/School may require you to provide a MATB1 medical certificate.
- 3 **Information from the Trust/School:** Following receipt of your notification, the Trust/School will write to you within 28 days indicating the date on which your entitlement to maternity leave will end.

### Health and safety

- 4 **The Trust's duty:** The Trust has a general duty to take care of the health and safety of all employees. The Trust is also required to carry out a risk assessment of the workplace risks to pregnant women, those who have given birth within the last six months and those who are still breastfeeding.
- 5 **Information:** The Trust/School will provide you with information regarding any risks identified in the risk assessment and any preventative and protective measures required. If it is considered that you would be exposed to health hazards in carrying out your normal work, the Trust/School will take such steps as are necessary to avoid those risks.

### Maternity leave

- 6 **Informal discussion:** Before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 7 **Types of leave:** Your maternity leave is split into two separate periods:
  - 7.1 Ordinary Maternity Leave (**OML**). You may take up to 26 weeks OML;
  - 7.2 Additional Maternity Leave (**AML**). You may take up to 26 weeks AML immediately following OML.
- 8 **Commencement:** You are entitled to commence your OML at any time after the start of the 11th week before the EWC. Your maternity leave will usually start automatically if you are absent for a pregnancy related reason during the four weeks before the EWC. You can postpone or bring forward the intended start date of your maternity leave by informing the Trust/School in writing at least 28 days before the original intended start date, or if that is not possible, as soon as is reasonably practicable.

### Statutory maternity pay

- 9 **General:** If you are entitled to Statutory Maternity Pay (**SMP**), this shall be paid for the first 39 weeks of your maternity leave. The remainder of your AML will be unpaid.

- 10 **Entitlement:** You will be entitled to SMP provided you have complied with the notification requirements above, you have been continuously employed by the Trust for 26 weeks at the end of the 15th week before the EWC and provided you make National Insurance contributions.
- 11 **Duration:** You will receive SMP for the first 39 weeks of your maternity leave period even if you do not intend to return to work.
- 12 **Commencement of SMP:** Your entitlement to SMP will begin when you commence your OML unless you are absent for a pregnancy related illness at any time after the start of the fourth week before the EWC, in which case your maternity leave and SMP will begin immediately. If you fulfil the entitlement criteria set out above, and you are employed by the School as at the 15th week before your EWC, you will be entitled to SMP even if your employment is subsequently terminated for whatever reason.
- 13 **Maternity allowance:** If you do not qualify for SMP, you may be eligible for Maternity Allowance (**MA**) for the first 39 weeks of maternity leave. You should contact your local Jobcentre Plus office for further details.
- 14 **Rates:** The law requires that the first six weeks of your SMP is paid at 90% of your average weekly earnings calculated over the Relevant Period. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. As a matter of policy the Trust will also top up your SMP for the first six weeks to your full pay, again based on your average weekly earnings during the eight weeks ending with the 15th week before your EWC. The remaining 33 weeks is paid at the prescribed rate set by the government for the relevant tax year.
- 15 **Pay rises:** If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied during the Relevant Period. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. This means that your SMP will be recalculated and increased retrospectively. The Trust shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable as a result of the pay rise.
- 16 **Benefits during maternity leave:** Whilst you are absent on maternity leave, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary. Holiday will only be accrued based on the statutory minimum during your maternity leave.

### **Occupational maternity pay**

- 17 Employees who have been continuously employed by the Trust for at least 2 years by the end of the 15<sup>th</sup> week before the EWC will be entitled to receive occupational maternity pay. If you do not have that service then MA or SMP will apply and you will receive maternity pay in accordance with paragraph 13 or 14 as applicable only.
- 18 Occupational maternity pay is payable as follows:
- 4 weeks full pay (including higher rate SMP); followed by
  - 2 weeks at 90% of full pay (higher rate SMP); followed by
  - 12 weeks at half pay *plus* the lower rate SMP; followed by
  - 21 weeks at the lower rate SMP; followed by
  - 13 weeks unpaid leave.

(Note that "higher rate SMP", means 90% of your average weekly earnings calculated over the relevant period (as prescribed by statute) and "lower rate SMP" means the prescribed

rate which is set by the government for the relevant tax year or 90% of your average weekly earnings if this is lower.)

These payments can be deferred until a decision has been made on whether or not to return to work. A further condition of occupational maternity pay is that employees should return to work at the school, in a full or part-time capacity, for at least 3 months following maternity leave (including holidays). The Trust reserves the right to reclaim all the non-statutory elements of pay if an employee fails to return for this period of time. Entitlement to SMP or MA remains unaffected, regardless of whether the individual returns.

### Keeping in touch

- 19 **Keeping in touch days:** You may work (including attending training) for up to ten days during your maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, can be set by agreement between you and the Trust/School.
- 20 **Before you return:** Shortly before you are due to return to work, the Trust/School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

### Return to work

- 21 **Notification:** The Trust/School will notify you of the date on which your maternity leave will end within 28 days of you notifying the Trust/School of your intention to take maternity leave in accordance with paragraph 1.
- 22 **Returning early:** If you wish to return to work earlier than the end of the full period of leave to which you are entitled you must notify the Trust/School in writing of your intention to do so not less than eight weeks before you expect to return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth. Failure to notify the Trust/School of your intention to return early may mean that your return to work is postponed.
- 23 **Returning late:** If you wish to return later than the end of your full period of leave, you should either request unpaid parental leave in accordance with the parental leave policy, giving the Trust/School as much notice as possible, or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.
- 24 **Return from OML:** You will be employed in the same position upon your return to work from OML that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent.
- 25 **Return from AML:** You will normally be able to return to the same position upon your return to work from AML that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AML period was continuous with the period of employment following it.

### Deciding not to return

- 26 **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of maternity leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

#### **Returning to work part-time**

- 27 **Requests:** The Trust/School will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis, and this is at the discretion of the Head/Executive Principal. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy.

#### **Shared parental leave**

- 28 **Shared parental leave (SPL):** Subject to eligibility requirements, you may be entitled to SPL and pay. If you opt into the SPL scheme, you will forgo any remaining rights or entitlements under this maternity policy. Please see the Trust's SPL policy for further details.

## Paternity leave and pay policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to paternity leave and pay.

### Paternity leave

- 2 **Entitlement:** You are entitled to Paternity Leave (**PL**) if you meet all the following conditions:
  - 2.1 you have been continuously employed by us for at least 26 weeks ending with:
    - 2.1.1 in birth cases, the week immediately before the 14th week before the Expected Week of Childbirth<sup>1</sup>;
    - 2.1.2 in adoption cases, the week in which you or your partner <sup>2</sup>are notified by an adoption agency that you / they have been matched with a child;
  - 2.2 you:
    - 2.2.1 are the biological father of the child; or
    - 2.2.2 have been matched with a child by an adoption agency; or
    - 2.2.3 are the spouse, civil partner or partner of the child's mother; or
    - 2.2.4 are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency;
  - 2.3 you:
    - 2.3.1 expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
    - 2.3.2 are the child's biological father and you expect to have some responsibility for the child's upbringing;
  - 2.4 your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
- 3 **Duration:** PL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 4 **Timing:** PL can be taken from the date of the child's birth or adoption placement, but must end:
  - 4.1 in birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth;
  - 4.2 in adoption cases, within 56 days of the child's placement.

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<sup>1</sup>Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth

<sup>2</sup>Partner: someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

- 5 **Notification of birth:** If you wish to take PL in relation to a child's birth, you must give us notice in writing before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
- 5.1 the Expected Week of Childbirth;
  - 5.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 5.3 when you would like to start your leave. You can state that your leave will start on:
    - 5.3.1 the day of the child's birth;
    - 5.3.2 a day which is a specified number of days after the child's birth; or
    - 5.3.3 a specific date later than the first date of the Expected Week of Childbirth.
- 6 **Notification of adoption:** If you wish to take PL in relation to the adoption of a child, you must give us notice in writing no more than seven days after you and / or your spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
- 6.1 the date on which you and / or your spouse, civil partner or partner were notified of having been matched with the child, together with the expected placement date<sup>3</sup>;
  - 6.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 6.3 when you would like to start your leave. You can state that your leave will start on:
    - 6.3.1 the day on which the child is placed with you or the adopter;
    - 6.3.2 a day which is a specified number of days after the child's placement; or
    - 6.3.3 a specific date later than the expected placement date.
- 7 **Changing your leave date: birth:** Where you are to take PL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
- 7.1 where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
  - 7.2 where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
  - 7.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.
- 8 **Changing your leave date: adoption:** Where you are to take PL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
- 8.1 where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the expected placement date;

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<sup>3</sup>Expected placement date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.



- 8.2 where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the expected placement date;
- 8.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

### **Paternity pay**

- 9 **Occupational paternity pay:** If you take PL in accordance with this policy, you will be entitled to full pay for up to 6 working days (inclusive of any Statutory Paternity Pay (**SPP**)). For the avoidance of doubt, you will only receive paternity pay where paternity leave is taken (i.e. you will only receive 6 days' paid leave if you take at least 6 working days of paternity leave). As set out in paragraph 3, eligible employees are entitled to take up to two consecutive weeks of paternity leave. Any balance of your paternity leave will be paid at the prescribed SPP rate as set out at paragraph 11 below. For the avoidance of doubt, if you are not entitled to take PL, you will not be entitled to any paternity leave or pay in accordance with this policy.
- 10 **Day of birth/adoption:** The entitlement set out at paragraph 9 above does not include the date of birth or adoption. Where the child is born or adopted on a working day, you may take that day as an additional day of paid leave, subject to the discretion and approval of the Head or Executive Principal.
- 11 **SPP:** SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the relevant period (as prescribed by statute) if this is lower.

### **Benefits and pensions during paternity leave**

- 12 **Benefits:** During PL, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.

### **Returning to work**

- 13 **Entitlement:** You are normally entitled to return to work following PL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined your PL with a period of:
  - 13.1 Shared Parental Leave (**SPL**); or
  - 13.2 parental leave of more than four weeks; and
  - 13.3 it is not reasonably practicable for you to return to the same job;we will offer you a suitable and appropriate alternative position.
- 14 **Return to work:** Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover updating you on any changes that have occurred during your absence and any training needs you might have.
- 15 **Postponing your return:** If you wish to postpone your return from PL, you should either:
  - 15.1 request SPL in accordance with our SPL policy, giving as much notice as possible but not less than 8 weeks; or

- 15.2 request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days; or
- 15.3 request paid annual leave in accordance with your contract, which will be at our discretion.
- 16 **Unable to return:** If you are unable to return to work from PL as expected due to sickness or injury, this will be treated as sickness absence and our sickness policy will apply. In any other case, a late return will be treated as unauthorised absence.
- 17 **Flexible working:** We will consider any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case by case basis, in accordance with our flexible working policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 18 **Resigning from employment:** If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

#### **Shared parental leave**

- 19 **Shared parental leave:** Subject to eligibility requirements, you may be entitled to SPL and pay. Please see the Trust's SPL policy for further details.

## Shared parental leave policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlements and the Trust's position in respect of shared parental leave and pay.
- 2 **Shared parental leave:** Shared parental leave (**SPL**) is available to working parents following the birth or adoption of a child. It applies in respect of children who are expected to be born, or where an adoption agency is expected to place a child with parents, on or after 5 April 2015.
- 3 **Aims:** The SPL regime is aimed at enabling eligible parents to choose how to care for their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how best to care for their child.
- 4 **Definitions:** This policy will use the following terms, which for the purpose of this policy shall have the following meanings:
  - 4.1 **parent:** one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father);
  - 4.2 **partner:** spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;
  - 4.3 **expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

### Eligibility for SPL

- 5 **Eligibility general:** Not everyone will meet the criteria to qualify for SPL but even those who are eligible may find that other arrangements are more appropriate to their family plans and circumstances. Parents should give serious consideration to the options available and which will be most beneficial to their situation. If you opt in to the SPL scheme, you will forgo any remaining rights under the Trust's maternity or adoption policy.
- 6 **Eligibility (birth):** You are entitled to SPL in relation to the birth of a child if:
  - 6.1 you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
  - 6.2 you are the child's father and share the main responsibility for the care of the child with the child's mother; or
  - 6.3 you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- 7 **Eligibility (adoption):** You are entitled to SPL if:
  - 7.1 an adoption agency has placed a child with you and / or your partner for adoption; and
  - 7.2 you intend to share the main responsibility for the care of the child with your partner.
- 8 **Conditions:** The following conditions must also be fulfilled:

- 8.1 you have been continuously employed by the Trust for 26 weeks at the end of the 15th week before the expected week of childbirth (**EWC**) or the week the adoption agency notifies you that you have been matched with a child for adoption and still be employed by the Trust in the week before the leave is to be taken; and
  - 8.2 the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC or the week the adoption agency notifies you that you have been matched with a child for adoption and had average weekly earnings of at least £30 during 13 of those weeks; and
  - 8.3 you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (**SMP**), periods of maternity allowance (**MA**) or adoption allowance (**AA**), statutory adoption leave (**SAL**) or statutory adoption pay (**SAP**).
- 9 **Entitlement:** The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother or the primary adopter on maternity or adoption leave (or the weeks in which the mother or primary adopter has been in receipt of SMP, MA, AA or SAP if the mother or your partner is not entitled to maternity or adoption leave).
- 10 **Compulsory maternity or adoption leave:** If you are the mother or primary adopter you cannot start SPL until after the compulsory maternity or adoption leave period, which lasts until two weeks after birth or placement.
- 11 **Paternity leave:** If you are the child's father or the mother's partner, or if your partner is claiming SAP, you may be entitled to paternity leave and pay. For further details please refer to the Trust's paternity leave policy. You should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is in addition to your paternity leave entitlement.

### Choosing the SPL and pay regime

- 12 **Choosing SPL:** Parents who wish to choose the SPL regime will need to comply with the notification requirements which are set out within this policy. We may also require you to provide further evidence of eligibility. The details are provided below but in overview the steps required are:
- 12.1 step 1: provision of a curtailment notice: bringing maternity or adoption leave (and pay) to an end. See Form 1;
  - 12.2 step 2: provision of an opt-in notice: entitlement and intention to take SPL. See Forms 2a or 2b;
  - 12.3 step 3: provision of the period of leave notice: requesting SPL dates. See Form 3.
- 13 **Consequences of choosing SPL:** Parents should familiarise themselves with the consequences of opting in to SPL before making any decisions. Mothers and primary adopters will reduce their own maternity or adoption leave by choosing SPL and may also forgo any right to enhanced maternity or adoption pay accordingly.

### Ending maternity or adoption leave

- 14 **Curtailment notice:** If you are the child's mother or the primary adopter and are still on maternity or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave before you can take SPL. The curtailment notice must state the date your maternity or adoption leave will end. You can give the notice before or

after you give birth or adoption leave starts, but you must take your two weeks' compulsory maternity or adoption leave.

- 15 **Opt-in to SPL:** As explained further below, you must also give us, at the same time as the curtailment notice, a notice to opt-in to the SPL scheme or a written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.
- 16 **Other employer:** The other parent or your partner may be eligible to take SPL from their employer before your maternity or adoption leave ends, provided you have given the curtailment notice.
- 17 **Revocation:** The curtailment notice is usually binding and cannot be revoked. Please do consider your options very carefully before completing a revocation notice (see Form 5) to end your maternity or adoption leave period and notice to opt-in to SPL. You can only revoke a curtailment notice if maternity or adoption leave has not yet ended and one of the following applies:
  - 17.1 if you realise that neither you nor the other parent are in fact eligible for SPL or statutory shared parental pay (**ShPP**), you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - 17.2 if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
  - 17.3 if the other parent dies.

#### **Opting-in to SPL and pay**

- 18 **Opting-in:** If you decide to choose the SPL regime, at the same time as providing the curtailment notice you must give the Trust/School a written opt-in notice, not less than eight weeks before the date you intend your SPL to start, confirming:
  - 18.1 your name and the name of the other parent or your partner's name;
  - 18.2 if you are the child's mother, the start and end dates of your maternity leave or if you are taking adoption leave, the start and end dates of your adoption leave;
  - 18.3 if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or period of MA;
  - 18.4 if your partner is taking adoption leave, the start and end dates of your partner's adoption leave, or if your partner is not entitled to adoption leave, the start and end dates of any SAP or period of AA;
  - 18.5 the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP, MA, SAL, SAP or AA period taken or to be taken by you or your partner;
  - 18.6 how much of the available SPL will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
  - 18.7 if you are claiming ShPP, the total ShPP available, which is 39 weeks minus the number of weeks of the SMP, MA, SAP or AA period taken (or to be taken);

- 18.8 how much of that will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 18.9 declarations by you and the other parent or your partner that you meet the statutory conditions for entitlement to SPL and ShPP; and
- 18.10 confirmation by you and the other parent or your partner that you recognise that there is no enhanced ShPP and that any entitlement to enhanced maternity or adoption pay will cease when SPL commences; and an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions. You can talk to us at any time about your proposed plans for SPL prior to issuing us with a formal period of leave notice.

### **Evidence of entitlement**

- 19 The Trust/School has the right to ask you to provide evidence of entitlement within 14 days of receiving your notice opting-in to SPL. You must also provide within 14 days of a request:
  - 19.1 a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); or
  - 19.2 one or more documents from the adoption agency showing the agency's name and address, and the expected placement date; and
  - 19.3 the name and address of the other parent's, or your partner's, employer (or a declaration that they have no employer); and
  - 19.4 we may also ask the other parent or your partner to provide their consent for us to contact their employer in order to co-ordinate arrangements.

### **Notification of periods of SPL and providing intended dates**

- 20 **Dates:** Having opted into the SPL system you will need to give a period of leave notice informing the Trust/School of the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.
- 21 **Timing of SPL:** If you are the child's father or the mother's partner, or if your partner is taking adoption leave, you will only be able to take SPL once the mother or primary adopter has either:
  - 21.1 returned to work;
  - 21.2 given her employer a curtailment notice to end maternity or adoption leave;
  - 21.3 given her employer a curtailment notice to end her SMP or SAP (if they are entitled to SMP or SAP but not maternity or adoption leave); or
  - 21.4 given a curtailment notice to the Benefits Office to end her MA or AA (if she is not entitled to maternity or adoption leave, SMP or SAP).
- 22 **Periods of leave:** You may either request a single continuous block of SPL or alternatively, discontinuous periods of leave.

- 23 **Single leave period:** If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 24 **Multiple periods of leave:** You are able to give up to three period of leave notices.

### **Requesting discontinuous periods of SPL**

- 25 **Discontinuous leave:** In general, a period of leave notice should set out a single continuous block of leave. The Trust/School may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least one week) with periods of work in between. It is best to discuss this with the Head/Executive Principal/Trust Manager (Operations) in advance of submitting any formal period of leave notices. This will give the Trust/School more time to consider the viability of your proposed pattern of leave.
- 26 **Discussion:** If we are unable to agree to your request straight away, there will be a two week discussion period which will likely include a meeting with you, where we can consider how and whether the request, or a modified version of it, can be agreed. At the end of that period, we will confirm any agreed arrangements in writing.
- 27 **Refusal:** If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:
- 27.1 choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two week discussion period; or
  - 27.2 withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted).
- 28 **Grounds for refusal of discontinuous leave:** The Trust/School will consider all requests for discontinuous periods of leave but the Trust/School is not obliged to agree to these. The Trust/School will weigh up the potential benefits to the employee and to the Trust/School and with any adverse impact for the Trust/School. Each request will be considered on its own facts taking into account factors including the budgetary implications, impact on the continuity of the education of the Trust/School's pupils, whether the dates coincide with challenging or busy periods in the Trust/School's calendar or with preparation for exams, or may cause staffing or cover concerns. This list is not exhaustive.

### **Changing the dates or cancelling your SPL**

- 29 **Cancellation:** You can cancel a period of leave by notifying us in writing at least eight weeks before the start date communicated in the period of leave notice (see Form 4).
- 30 **Change:** You can change the dates for a period of leave by giving us at least eight weeks' notice in writing (see Form 4) before the original start date and by communicating the new start date.
- 31 **Born early:** You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.
- 32 **Notice:** A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

- 32.1 the variation is a result of your child being born earlier or later than the EWC or as a result of the child being placed with you earlier or later than the expected placement date;
- 32.2 the variation is at our request; or
- 32.3 we agree otherwise.

### **Shared parental pay (ShPP)**

- 33 **General:** Eligible employees may be entitled to up to 37 weeks of ShPP, whilst taking SPL. This is reduced by any weeks of SMP, SAP, MA or AA claimed by you, the other parent or your partner. The remainder of your SPL will be unpaid. ShPP is paid at the prescribed rate set by the government for the relevant tax year.
- 34 **Eligibility for ShPP:** You will be entitled to ShPP provided you have complied with the notification requirements above, you have been continuously employed by the Trust for 26 weeks at the end of the 15th week before the EWC, and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is only payable during a week where you intend to care for the child.
- 35 **Allocation of ShPP:** The opt-in notice should set out how you and your partner or the other parent intend to allocate any entitlement to ShPP between you.
- 36 **Benefits during SPL:** Whilst you are absent on SPL, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.

### **Keeping in touch**

- 37 **Informal discussion:** Before your SPL starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 38 **Shared Parental Leave In Touch days (SPLIT days):** You may work (including attending training) for up to 20 SPLIT days during your SPL without bringing your SPL or ShPP to an end. This is in addition to any keeping in touch days that you may have taken during maternity or adoption leave. The arrangements, including pay, can be set by agreement between you and the Trust/School.
- 39 **Before you return:** Shortly before you are due to return to work, the Trust/School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

### **Returning to work**

- 40 **Returning early:** If you wish to return to work earlier than the end of the period of leave requested you must notify the Trust/School in writing of your intention to do so not less than eight weeks before your expected return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth or the placement of a child with you. Failure to notify the Trust/School of your intention to return early may mean that your return to work is postponed.
- 41 **Returning late:** If you wish to return later than the end of your full period of leave, you should either submit a new period of leave notice at least eight weeks before the date you were due to return to work, request unpaid parental leave in accordance with the parental leave policy (giving the Trust/School as much notice as possible), or request paid annual



leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.

- 42 **Return from SPL:** You will be employed in the same position upon your return to work from SPL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent if your leave period has been 26 weeks or less.
- 43 **Returning after 26 weeks' leave:** if your SPL and any maternity, adoption or paternity leave you have taken is more than 26 weeks in total (whether or not taken consecutively) or if you took SPL consecutively with more than four weeks' ordinary parental leave (under the Trust's parental leave policy), and it is not reasonably practicable for you to return to the same position upon your return to work, you will be redeployed to a job which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled to had you not been absent, and with the seniority, pension rights and similar rights as you would have had if the period of employment prior to your SPL period was continuous with the period of employment following it.

#### **Deciding not to return**

- 44 **Notification:** If you do not intend to return to work, or are unsure whether to return, it is helpful if you raise this with the Trust/School as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of SPL left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement.

#### **Returning to work part-time**

- 45 **Requests:** The Trust/School will deal with any requests by employees to change their working patterns (such as working part-time) after SPL on a case by case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the Trust/School. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy.

## Domestic incident leave policy

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to domestic incident leave.
- 2 **Entitlement:** You are entitled to unpaid leave from work where this is necessary to cover emergencies or unforeseen situations. The Trust recognises the following as constituting a situation entitling you to a period of leave:
  - 2.1 the sudden injury or illness of a dependant, or where a dependant is assaulted;
  - 2.2 when a dependant gives birth;
  - 2.3 the unexpected cancellation of childcare arrangements;
  - 2.4 the death of a dependant necessitating arrangements for and attendance at the funeral;
  - 2.5 the unexpected breakdown in care arrangements for a dependant;
  - 2.6 the birth of a child for whom you have parental responsibility.
- 3 **Other reasons:** Any other request for leave for a reason not included in the paragraph above will be considered by the Trust/School and is at the discretion of the Head/Finance Director/Executive Principal and shall be limited to no more than 6 days.
- 4 **Notice:** Whenever practicable, you will be required to request the leave of absence from line manager giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact your line manager as soon as practically possible giving the reason for the absence and its likely duration.
- 5 **Notification:** Where the absence lasts for more than one day, you are expected to notify the Trust/School in line with the Trust/School procedure.
- 6 **Duration of absence:** Other than in the most exceptional circumstances, the Trust/School would not expect the absence to last more than one or two working days.
- 7 **Abuse of entitlement:** The Trust/School may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

## Parental leave policy

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to parental leave. Note that this should not be confused with paternity leave, which is dealt with in the Trust's Paternity leave and pay policy or shared parental leave which is dealt with in the Trust's Shared Parental Leave policy.
- 2 **Conditions:** If you have been continuously employed by the Trust for a year or more and have responsibility for a child then you are entitled to a period of parental leave.
- 3 **Entitlement:** Your entitlement to parental leave shall be no more than 18 weeks per child and will lapse when your child attains the age of 18.
- 4 **Request:** To request parental leave you should complete the Request for Parental Leave form and hand it to the Head not less than 21 days before the leave period is required. Leave can only be taken as whole weeks and any fraction of a week will be treated as a whole week except where leave is required to care for a child who is in receipt of Disability Living Allowance.
- 5 **Postponement:** The Trust/School reserves the right to postpone any request for parental leave for up to six months if it is considered that the operation of the Trust/School would be unduly disrupted by the requested leave. In such circumstances you will be given notice of this within seven days of your initial request for the leave. This paragraph will not apply in cases where the parental leave is requested from the day of the child's birth or adoption.
- 6 **Length of leave:** You may not take more than four weeks parental leave per child in any one calendar year.
- 7 **Unpaid leave:** The period of any leave under this policy will be unpaid.
- 8 **Return to work:** For periods of leave of four weeks or less you can expect to return to the same position within the Trust that you were in prior to the leave period. However, for longer periods of leave, whilst every effort will be made to accommodate you in the same position, if this is not practicable a similar position on no less favourable terms and conditions will be offered.

## Flexible working policy

### Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to request flexible working. The Trust/School will consider all Requests in a reasonable manner and in accordance with this policy.
- 2 **Timeframes:** Requests will be considered and a decision reached within three months from receipt of the Request, unless mutually agreed otherwise. The timeframes set out in this policy are otherwise indicative only and may be extended or varied at the Trust/School's reasonable discretion.
- 3 **Consideration:** The Trust/School will consider each flexible working Request on a case by case basis. The fact that the Trust/School has been able to agree one Request does not necessarily mean that the Trust/School will be able to agree future Requests.

### Right to request flexible working

- 4 **Entitlement:** If you have been continuously employed by the Trust for 26 weeks, you have the statutory right to request a change to one or more of the terms and conditions of employment referred to in the paragraphs below (**Request**)
- 5 **Request:** You are only able to make one Request in a 12 month period.
- 6 **Non-eligible staff:** Although you will not have the right to make a Request if you do not meet the above criteria, the Trust/School will still carefully consider a Request to change one or more of the terms and conditions of employment in paragraph 7 below. You should make your Request in writing to your line manager setting out the reasons for your request (in particular if your request is to meet caring responsibilities or on health grounds), your current working pattern, the working pattern you would like to work in future, when you would like the change to be effective from, what effect you consider your requested change would have on the Trust/the School and your colleagues and how you consider the effect on the Trust/the School and your colleagues could be managed.
- 7 **Type of request:** Your Request must relate to one or more of the following terms and conditions of employment:
  - 7.1 your hours of work;
  - 7.2 your times of work;
  - 7.3 whether you carry out work from home or your normal place of work.
- 8 **A Request:** A Request should be made in writing by completing the Flexible Working Request Form and passing it to the Head or line manager.
- 9 **Consultation meeting:** As soon as possible, but in any event usually within 28 days of your Request being received by the Trust/School, the Trust/School shall either notify you in writing that your Request has been agreed, stating the variation agreed to and the date from which it is to take effect, or a meeting shall be held to discuss your Request (**Consultation Meeting**). The Consultation Meeting will normally be held by the Head/line manager, with support from the Trust Manager (Operations). The meeting will normally be held at the Trust/School during working hours unless this is not convenient to either you or the Trust/School.
- 10 **Right to be accompanied:** You have the right to be accompanied to the consultation meeting by a fellow worker.

- 11 **Considerations:** On receipt of a Request the Trust/School will carefully consider the benefits of the requested changes in working conditions for you and the Trust/School and weigh these against any adverse impact of implementing the changes.
- 12 **Grounds for refusal:** Your Request (and your appeal) may be refused where the Trust/School considers that one or more of the following grounds apply:
- 12.1 the Request would, if agreed, impose a burden of additional costs on the Trust/School;
  - 12.2 the Request would, if agreed, have a detrimental effect on the ability to meet parents', guardians' or carers' or pupils' demands;
  - 12.3 the Trust/School is unable to reorganise work among existing staff;
  - 12.4 the Trust/School is unable to recruit additional staff;
  - 12.5 the Request would, if agreed, result in a detrimental impact on the level of quality at the Trust/School;
  - 12.6 the Request would, if agreed, result in a detrimental impact on the level of performance at the Trust/School;
  - 12.7 the work available to be done during the periods you propose to work under your Request would be insufficient;
  - 12.8 planned structural changes mean that the Trust/School cannot agree to your Request.
- 13 **Existing working arrangements:** If existing flexible working arrangements within the School mean that it will be difficult to agree a Request, the Trust/School will consider whether it is appropriate in the circumstances to ask other staff if they wish to volunteer changing their own working arrangements.
- 14 **Notification of decision:** As soon as possible, but in any event usually within 14 days of the Consultation Meeting, the Trust/School will notify you in writing of the decision. Where the Trust/School agrees to your Request, the Trust/School will also confirm the variation agreed to and the date from which it is to take effect. Where your Request is not agreed, the Trust/School will also confirm the grounds for refusal, explaining why the grounds apply in the circumstances and also confirm your right to appeal.

## Appeal

- 15 **Your right to appeal:** You have the right to appeal the Trust/School's decision not to agree to your Request. Such an appeal must be exercised in writing within 14 days after the day the Trust/School's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Head.
- 16 **Appeal meeting:** The Trust/School will hold a meeting to discuss your appeal as soon as possible, but in any event usually within 14 days of your notice of appeal being given. The appeal meeting will be held by a person who has not been involved in the Consultation Meeting. The appeal meeting will normally be held at the Trust/School during working hours unless this is not convenient to either you or the Trust/School.
- 17 **Right to be accompanied:** You may be accompanied to the appeal meeting by a fellow worker.

- 18 **Notification of appeal decision:** The Trust/School will notify you in writing of its decision on your appeal as soon as possible, but in any event usually within 14 days of the appeal meeting. Where the Trust/School upholds your appeal, the Trust/School will also specify the variation agreed to and the date from which it is to take effect. Where your appeal is dismissed, the Trust/School will also confirm the grounds for refusal and explain why the grounds apply in the circumstances.

#### **General**

- 19 **Withdrawal of application:** You may withdraw your Request or your appeal at any time before the Trust/School reaches a decision. The Trust/School may regard your application as withdrawn (and will notify you as such) where you have failed without good reason to attend a Consultation Meeting or an appeal meeting more than once, or you have refused without good reason to provide the Trust/School with the information that is required to assess whether the Request should be agreed.

## Appraisal policy

### Introduction

- 1 **Flexibility:** The appraisal process is applicable to you once you have completed your probationary period / first year of employment. Teaching staff who are employed on a fixed term contract of less than one year will have their performance reviewed in line with the principles set out in this policy. This procedure does not have contractual effect. There may be occasions when the Trust considers it appropriate to change or omit parts of the procedure
- 2 **Amendments:** If the Trust amends the appraisal procedure from time to time, you will be given advance notice of the amendments.
- 3 **Purpose of appraisal:** The appraisal process in the Trust will be a supportive process designed to ensure that teaching and support staff have the skills and support they need to carry out their role effectively. It will help to ensure that staff are able to continue to improve their professional practice and to develop. It will assist in developing staff resources in a systematic way. The Trust and all of its Schools are committed to implementing effective measures to monitor the performance of staff and their development.
- 4 **Training for appraisers:** The Trust will ensure that all appraisers will have sufficient training on the appraisal process and their role and responsibilities.

### Appraisal process

- 5 **Personnel:** Appraisers will be appointed by the Head / the Executive Principal / a Trust Manager.
- 6 **Key stages to appraisal process**
  - 6.1 **Preparation:** Both the appraiser and the appraisee must prepare for the appraisal meeting in advance. The appraiser will gather information on performance. For teaching staff, may include (but is not limited to) a review of their personnel file, attendance records, lesson planning, marking, schemes of work, feedback from pupils, peers (where appropriate) and parents, performance of the department and the Trust/School as a whole. It will also include feedback from any lesson observations. For support staff, the appraiser will gather information on performance which may include (but is not limited to) a review of their personnel file, attendance records, performance of the department and the Trust/Schools as a whole. The appraisee should complete a self-appraisal form in order to facilitate their preparations for the meeting. Appraisers will seek feedback from heads of department, line managers or other staff as appropriate to ensure a full picture particularly where a member of staff holds more than one role.
  - 6.2 **The appraisal meeting:** This will take the form of a formal review with your manager or head of department and will include consideration of the self-appraisal form prepared by you. An appraisal form will be completed by the appraiser during the meeting. The appraisal meeting should be led by you and will provide an opportunity to discuss your performance, the role, your goals and aspirations and any other issues which you would like to discuss. During the meeting, objectives will be set for the forthcoming year. These will be determined by the appraiser following consultation with you. Objectives will be linked to your own personal development, departmental objectives, the Trust/School's strategic plans and the Teachers' Standards (for teaching staff). The objectives will be recorded in the finalised appraisal form and a copy will be kept by both you and the Trust/School.

6.3 **Ongoing review and follow up:** Your objectives and progress will be reviewed during the year by your appraiser and review meetings will be held as appropriate. In the event that you are not meeting your objectives, this will be discussed with you and the Trust/School will offer appropriate support or training. The Trust/School reserves the right to vary or replace objectives during the year should circumstances change.

7 **Timing:** All staff will be appraised once a year and it is the appraiser's responsibility to arrange the review meeting with you which will be held at a convenient time for both the appraiser and appraisee. Sufficient notice will be given to enable you to prepare for the appraisal meeting. The appraisal meetings will be conducted in September and October each year. For teaching staff, teaching observations and follow up may take place throughout the year. Teaching staff who are employed on a fixed term contract of less than one year will have their performance reviewed in line with the principles set out in this policy. There is flexibility to have a longer or shorter appraisal period when staff begin or end employment with the Trust.

### Setting objectives

8 **SMART objectives:** The objectives set will be Specific, Measurable, Achievable, Realistic and Time constrained and will be appropriate to your role and level of experience. The appraiser will determine the objectives following consultation with you. Objectives may be revised if circumstances change.

9 **Recording objectives:** The objectives should be recorded in the appraisal form, which must be signed by the appraisee and the appraiser.

10 **Records:** The Trust/School will keep copies of all completed appraisal forms on your personnel file. You should also keep a copy of the appraisal form for your own records.

### Link to pay

11 **Use of appraisals in setting pay:** Decisions on pay increases will be implemented and paid from 1st September annually.

### Reviewing performance throughout the year

12 **Ongoing review:** The Trust/School may review the performance of teaching and support staff throughout the year in order to identify strengths and to identify areas for development.

13 **Observation:** For teaching staff, the ongoing review may include lesson observation. Observation will be carried out in a supportive fashion and may be planned or on a 'drop in' basis. The number of observations will be set by the Trust/School and will vary depending on the circumstances.

14 **Non-teaching responsibilities of teaching staff:** Teachers who have additional responsibilities in addition to their teaching may also have their performance in these areas observed through the year.

15 **Development and support:** The Trust/School will provide support, guidance and training to staff, particularly where areas of development have been identified as part of the appraisal process. Where development needs or concerns have been raised as part of the appraisal process, review meetings will be held with the appraisee to review progress against agreed objectives.



## Link to capability procedure

- 16     **Capability procedure:** Where serious concerns arise as part of the appraisal process or where there is a pattern of objectives not having been met, the Trust/School may instigate formal action under the capability procedure.

## Capability procedure

### Introduction

- 1 **Flexibility:** The capability procedure is applicable to you once you have completed your probationary period / first year of employment. The Trust and all of its Schools will follow a fair procedure in the event that action under the capability procedure is necessary but this procedure does not have contractual effect. There may be occasions when the Trust considers it appropriate to change or omit parts of the procedure.
- 2 **Amendments:** If the Trust amends the procedure from time to time, you will be given advance notice of the amendments.
- 3 **Conduct:** This procedure does not apply to misconduct or incompetence, incapacity or other poor performance which is attributable to misconduct.

### Standards

- 4 **Teachers' Standards:** The following non-exhaustive list of teaching standards are expected by the Trust as a minimum. A teacher must:
  - 4.1 set high expectations which inspire, motivate and challenge pupils;
  - 4.2 promote good progress and outcomes by pupils;
  - 4.3 demonstrate good subject and curriculum knowledge;
  - 4.4 plan and teach well structured lessons;
  - 4.5 adapt teaching to respond to the strengths and needs of all pupils;
  - 4.6 make accurate and productive use of assessment;
  - 4.7 manage behaviour effectively to ensure a good and safe learning environment;
  - 4.8 fulfil wider professional responsibilities.
- 5 **Maintaining public confidence:** In addition to the standards detailed above, teachers should maintain public trust and confidence in the Trust, its Schools and in the profession by:
  - 5.1 demonstrating honesty and integrity;
  - 5.2 understanding and upholding their duty to safeguard the welfare of children and young people;
  - 5.3 maintaining reasonable standards of behaviour whether inside or outside of normal school hours and whether on or off the Trust's site; and
  - 5.4 maintaining an effective learning environment.

### The procedure

- 6 **Investigation:** As a first step any capability issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, or the performance concerns identified can be addressed using the appraisal process, then you will be informed of this in writing and, if relevant, allowed to return to work as normal.
- 7 **Next stage:** If it is considered necessary to take formal action in respect of issues relating to your performance a Capability Meeting will be arranged.

- 8 **Information:** You will be given reasonable advance notice of the timing and location of the Capability Meeting and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the Capability Meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information.
- 9 **Right to be accompanied:** You may be accompanied to the Capability Meeting by a colleague or trade union official.
- 10 **Capability Meeting:** The Head / a Trust Manager/ Senior leader appointed by the Head/Trust Manager will conduct the Capability Meeting and your line manager may be asked to attend. You must take all reasonable steps to attend the Capability Meeting. The meeting will address your performance and discuss any measures needed to correct and improve this. You or the person accompanying you will be able to ask questions and put forward your point of view. You may request an adjournment if you need to consult the person accompanying you. Whenever possible the Trust/School will offer reasonable assistance and time to help you improve. The following will be considered and discussed with you at the meeting:
- 10.1 concerns relating to your performance;
  - 10.2 your response;
  - 10.3 the respects in which your performance has fallen short of the required standards;
  - 10.4 suggestions as to any appropriate support / training / supervision which could improve your performance;
  - 10.5 the time in which performance must improve and the method by which your performance will be monitored;
  - 10.6 the likely consequence of further instances of poor performance or a failure to improve within a specified time.

### Action

- 11 **Outcomes:** Following the Capability Meeting, the following steps may be taken:
- 11.1 **written warning requiring improvement:** if your performance is not meeting the required standard, the Head will write to you indicating the details of the poor performance and the time period for improvement. You will be advised that it constitutes the first stage of the formal procedure;
  - 11.2 **final written warning:** in the event of a more serious failing, if you fail to improve within the time referred to in the previous written note or you are found to have fallen short of the required standard in any other respect, you will be given a final written warning which will set out the details of poor performance and the time period for improvement.
  - 11.3 **dismissal:** if you fail to improve within the time specified in the final written warning or you have fallen short of the required standards in any other respect, you may be dismissed immediately with notice.
- 12 **Communication of decision:** You will be notified of the Trust/School's decision in writing as soon as reasonably practicable. If the concern is upheld, you will be informed of the outcome and your right to appeal the decision.

- 13 **Currency of warnings:** All written notes requiring improvement which are issued following a Capability Meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. A final written warning will remain in effect for a period of 24 months from the date of issue unless you are otherwise advised. Copies will be placed on your personnel file.

## Appeal

- 14 **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made following the Capability Meeting if you are dissatisfied with it. You should notify the original decision maker in writing within five working days of being notified of a decision, giving full details of why you wish to appeal.
- 15 **Appeal procedure:** The Appeal Panel will arrange a review meeting or a fresh capability meeting which will take place as soon as reasonably practicable and you will be informed in advance of its timing and location. You must take all reasonable steps to attend the appeal meeting. There shall be no right to appeal from the decision of the Appeal Panel. The Appeal Panel will be entitled to reach a different conclusion and impose a different outcome (although not greater) than that imposed after the Capability Meeting.
- 16 **Appeal panel:** The Appeal Panel shall not include anyone previously involved in the Capability Meeting and may comprise one or more persons. As far as reasonably practicable, the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Capability Meeting. You will be informed in writing of the Appeal Panel's decision as soon as reasonably practicable.
- 17 **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.
- 18 **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that the period of notice began at the date given in the dismissal decision. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

## Disciplinary rules

- 1 **Introduction:** These rules should be read in accordance with the Trust's disciplinary and dismissal procedure. It is the contractual duty of every member of staff to observe the rules set out below.
- 2 **Safeguarding:** The welfare of children is placed at the centre of the Trust and its culture and Trust's policies are designed to ensure that all those who work in the Trust and may have contact with children are clear on the rules of conduct and the expectations of the Trust. Children place trust in those connected to the Trust creating obligations which we must all meet to ensure the successful outcomes achieved by the children in our care.
- 3 **Rules of conduct:** Whilst employed by the Trust, you should at all times maintain professional and responsible standards of conduct. In particular, you should:
  - 3.1 observe the terms and conditions of your contract of employment;
  - 3.2 ensure that every pupil feels safe and protected from any form of abuse and actively commit to safeguarding and promoting the welfare of children and young people;
  - 3.3 ensure that you understand and follow the Trust's Code of Conduct for Staff enclosed within this Employment Manual;
  - 3.4 observe all other policies and procedures included in the Employment Manual or otherwise notified to you from time to time;
  - 3.5 comply with all reasonable advice given by staff who are senior to you;
  - 3.6 act at all times in good faith and in the best interests of the Trust, its Schools, their pupils, parents, guardians or carers and staff;
  - 3.7 uphold public trust in the profession and maintain high standards of ethics and behaviour;
  - 3.8 have an understanding of, and always act within, the statutory frameworks which set out your professional duties and responsibilities.
- 4 **Instances of misconduct:** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:
  - 4.1 unauthorised absence from work;
  - 4.2 lateness;
  - 4.3 inappropriate standard of dress;
  - 4.4 smoking on Trust/School premises;
  - 4.5 contravention of minor safety regulations;
  - 4.6 disruptive behaviour.
- 5 **Gross misconduct:** You must not commit any act of gross misconduct. Any such act could result in your dismissal without notice. Gross misconduct includes but is not limited to the examples set out below, offences of a similar nature and attempts to commit such offences.

### **Examples of gross misconduct (whether committed at or outside work):**

- 5.1 failure to comply with the Trust's Code of Conduct, the Trust's IT acceptable use policy or the Trust's social media policy;
- 5.2 failure to comply with the Trust's child protection and safeguarding policy and procedures and a failure to commit to safeguarding and promoting the welfare of children and young people;
- 5.3 failure to immediately notify the Trust of any child protection investigation of you or any member of your household;
- 5.4 failure to immediately notify the Trust of any investigation, arrest, charge or conviction of any criminal offence brought against you during your employment;
- 5.5 failure to immediately notify the Trust of any investigation for any allegation of a disciplinary nature at any other employer or organisation at which you are a volunteer;
- 5.6 failure to comply with any of the Trust's policies or procedures in the Employment Manual to include the Trust's Code of Conduct, the Trust's IT acceptable use policy or the Trust's social media policy;
- 5.7 failure to immediately notify the Trust if you are or become the subject of a referral to or a sanction, restriction or prohibition issued by the Teaching Regulation Agency (previously known as the National College of Teaching and Leadership) or any successor body, or by a regulator of the teaching profession in any other country;
- 5.8 failure to immediately notify the Trust of any change in circumstances which has or will result in you or any member of your household being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management;
- 5.9 indecent, violent or offensive behaviour whether committed at or outside work;
- 5.10 inappropriate conduct or communication with a pupil of any of the Trust's Schools, or a pupil of another school or School;
- 5.11 misuse of or deliberate damage to Trust/School property;
- 5.12 fraud, theft or dishonesty to include giving false information or representations before or during your employment;
- 5.13 failure to obey a lawful order;
- 5.14 gross dereliction of duty;
- 5.15 gross negligence;
- 5.16 being on duty whilst under the influence of drugs and / or alcohol;
- 5.17 possession, use, supply or attempted supply of controlled substances or the sale of any drug or substance (prescribed or not);
- 5.18 actions that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so;
- 5.19 bullying or harassment;
- 5.20 accepting or giving bribes or other secret payments or other breach of the Trust's anti-bribery and corruption policy;

- 5.21 accepting a gift in contravention of the Trust's Code of Conduct without the prior consent of the Head/Trust Manager (Operations);
- 5.22 conduct (whether committed at or outside work) which is likely to damage the reputation of the Trust or its Schools or bring them into disrepute;
- 5.23 discrimination (including harassment or victimisation) and the use of discriminatory language on grounds of sex, pregnancy and maternity, marital or civil partnership status, race, disability, age, sexual orientation or religion or belief;
- 5.24 disregarding health and safety rules / requirements (including the Trust's Health and Safety at Work Rules) and endangering yourself or others;
- 5.25 giving false information as to qualifications or entitlement to work (including immigration status);
- 5.26 wilful neglect or refusal of duty;
- 5.27 misuse of information including breach of confidence, misuse of private or confidential information or breach of data protection law. This includes information that is confidential to the Trust (such as financial information) as well as information about individuals. Such misuse may include accessing or attempting to access information, or sharing or attempting to share it
- 5.28 viewing, retrieving or downloading of pornographic material, or any other material which the Trust/School reasonably believes is unsuitable at any time when on School premises or otherwise in the course of your employment;
- 5.29 causing loss, damage or injury through serious negligence;
- 5.30 making a disclosure of false or misleading information under the Trust's whistleblowing policy for personal gain, or which is not in the public interest; or
- 5.31 making untrue allegations in bad faith against a colleague.

## Disciplinary procedure

### Introduction

- 1 **Flexibility:** The disciplinary procedure is applicable to you once you have completed your probationary period. The Trust/School will follow a fair procedure in the event that disciplinary action is necessary but this procedure does not have contractual effect. There may be occasions when the Trust/School considers it appropriate to change or omit parts of this procedure.
- 2 **Amendments:** The Trust may revise this procedure from time to time and will advise you of any amendments.
- 3 **Capability:** This procedure does not apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.
- 4 **Record of proceedings:** The Trust/School may, in its sole discretion, appoint someone to take notes or make a recording of any interview or hearing under this procedure. No other recordings shall be made without the express approval of all those present at the interview or hearing.

### The investigation stage

- 5 **Investigation:** As a first step any disciplinary issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing and, if relevant, allowed to return to work as normal.
- 6 **Suspension:** If the matter to be investigated is thought at any stage of the investigation to involve gross misconduct or it is in the interests of the Trust, its Schools, a pupil, an employee or you, the Head, Executive Principal or a Trust Manager, as appropriate may immediately suspend you from work on full pay and benefits whilst the investigation proceeds.
- 7 **Support and guidance:** The Trust/School will notify you of a person to contact during any period of suspension or investigation. You may also wish to seek the advice of your union representative where available.
- 8 **Separation of roles:** The Trust/School will appoint a senior member of staff to carry out the investigation (**Investigating Officer**).
- 9 **Interview:** As part of the investigation the Investigating Officer may (if considered appropriate) undertake an interview with you.
- 10 **Next stage:** If on completion of the investigation the Investigating Officer considers that it is necessary, a disciplinary hearing will be arranged and you will be invited to attend. You must take all reasonable steps to attend the disciplinary hearing.
- 11 **Information:** You will be given advance reasonable notice of the timing and the location of the hearing. You will be informed in writing of the purpose of the hearing and the allegations against you. You will be provided with a copy of any documents which may be referred to at the Disciplinary Hearing and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information. If your dismissal is a possible outcome of the hearing, you will be informed of this possibility in advance.
- 12 **Right to be accompanied:** You may be accompanied to the disciplinary hearing by a colleague or trade union official.



- 13 **Witnesses:** You may ask relevant witnesses to attend the disciplinary hearing, provided it is reasonable to do so and you give the Trust/School 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, the Disciplinary Panel decides a fair hearing could not be held otherwise.
- 14 **Witness statements:** If statements have been obtained from witnesses during the course of the investigation you will be given a copy of them. In certain circumstances it may be necessary to preserve the anonymity of a witness.
- 15 **Disciplinary panel:** The Trust/School will appoint a Disciplinary Panel to hear the matter. In appropriate circumstances, the Head or another person may hear the matter on his / her own. The Investigating Officer shall not be a member of the Disciplinary Panel.
- 16 **The disciplinary hearing:** The hearing will be conducted by the Disciplinary Panel. The Investigating Officer will be asked to report on his / her investigation. Both you, or the person accompanying you, and the Disciplinary Panel may question the Investigating Officer and any witnesses. You will be entitled to give your explanation and may be questioned by the Investigating Officer as well as by the Disciplinary Panel. You or the person accompanying you and the Investigating Officer will be given the opportunity to address the Disciplinary Panel. The person accompanying you will not be permitted to respond to questions which are addressed to you.
- 17 **Adjournment:** The Disciplinary Panel may adjourn the proceedings at any stage if this appears necessary or desirable. You may request an adjournment if you need to consult the person accompanying you. If adjourning for the purpose of enabling further information to be obtained, the Disciplinary Panel will specify the nature of that information. Any adjournment will normally be for a specified period of time.
- 18 **Decision making:** On completion of the hearing, the Disciplinary Panel will retire to consider the decision. Neither you, the person accompanying you nor the Investigating Officer will be allowed to take part in nor be present during the Disciplinary Panel's deliberations.
- 19 **Communication of decision:** The decision of the Disciplinary Panel will be communicated to you in writing as soon as reasonably practicable. If the complaint is upheld you will be informed of the action to be taken and your right of appeal.

### **Disciplinary action**

- 20 **Sanctions:** Depending upon the nature of any misconduct found to have been committed, any explanation given by you and any mitigating circumstances, the Disciplinary Panel may impose any of the following sanctions:
- 20.1 a written warning;
  - 20.2 a final written warning;
  - 20.3 suspension without pay for a defined period;
  - 20.4 demotion; or
  - 20.5 dismissal with or without notice.
- 21 **Currency of warnings:** A written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 12 months from the date the warning is given. A final written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 24 months from the date the warning is given.

- 22 **Gross misconduct:** Where there has been gross misconduct the Disciplinary Panel may impose dismissal without notice. Examples of what the Trust considers to be gross misconduct are set out in the Disciplinary Rules section of this Employment Manual.

## Appeal

- 23 **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made by the Disciplinary Panel if you are dissatisfied with it. Such a right of appeal must be exercised in writing and sent to the original decision maker within five working days of your being notified of the decision giving full details of why you wish to appeal. The Appeal Panel will arrange a review hearing or a re-hearing to take place as soon as reasonably practicable. You will be informed in advance of its timing and location.
- 24 **Appeal panel:** The Appeal Panel shall not include any member of the Disciplinary Panel nor the Investigatory Officer and may comprise one or more persons. As far as reasonably practicable the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Disciplinary Panel.
- 25 **Appeal procedure:** The procedure at the appeal hearing shall be the same as that for the disciplinary hearing save that there will be no right of appeal from the decision of the Appeal Panel. You must take all reasonable steps to attend the appeal hearing. The Appeal Panel will be entitled to reach a different conclusion and impose a different sanction (although not greater) than that imposed by the Disciplinary Panel. You will be informed of the Appeal Panel's decision in writing as soon as reasonably practicable.
- 26 **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.
- 27 **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that, if the dismissal is by notice, the period of notice will have begun at the date given in the dismissal decision. If summary dismissal without notice has been imposed, you will not be entitled to be paid for the period between that decision and the decision of your appeal unless you have been reinstated on appeal. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

## Termination of employment

- 28 **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with the Trust's policies (including the whistleblowing policy, the child protection and safeguarding policy and procedures and the Staff Code of Conduct). Safeguarding children is at the centre of the Trust's culture and is accordingly considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers.
- 29 **Termination of employment:** If the Trust ceases to use your services because you are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made as soon as possible if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the Trust, with a report being presented to the Governors / Board without delay. The Trust may also need to consider a referral to the Disclosure and Barring Service if a member of Staff is suspended, or deployed to another area of work that is not regulated activity.

- 30 **Resignation:** If you tender your resignation, or cease to provide your services to the Trust at a time when child protection concerns exist in relation to you, those concerns will still be investigated in full by the Trust and a referral will be made to the Disclosure and Barring Service promptly if the criteria for a referral are met.
- 31 **Teaching Regulation Agency (TRA) (previously known as the National College for Teaching and Leadership):** Separate consideration will also be given to making a referral to the TRA where a teacher has been dismissed (or would have been dismissed had he or she not resigned) because of unacceptable professional conduct, conduct that may bring the profession into disrepute, or a conviction at any time for a relevant offence. An interim referral to the TRA may also be considered and made if appropriate.

## Grievance procedure

### Introduction

- 1 **Introduction:** If you have any grievance relating to any aspect of your employment, including any complaint about action which the Trust/School has taken or is contemplating taking you should endeavour to have it settled in accordance with this procedure. This procedure is not appropriate for disciplinary or capability matters. The appropriate procedures for these matters are contained elsewhere within the Employment Manual.
- 2 **Flexibility:** The Trust/School will usually follow this procedure in the event that you raise a grievance. However, there may be occasions depending on the circumstances of each case when the Trust/School considers it appropriate to change or omit parts of the procedure.
- 3 **Amendments:** If the Trust amends this procedure from time to time, you will be given advance notice of the amendments.
- 4 **Timescale:** All steps under this grievance procedure should be taken without unreasonable delay.

### The procedure

- 5 **Raising your grievance:** Problems relating to your employment should be resolved fairly, promptly and as near as possible to the point of origin i.e. between the persons involved. Therefore, in the first instance you should raise the grievance orally and informally with any other person involved.
- 6 **Formal grievance:** If it is not appropriate to raise your grievance orally and informally or this does not resolve your grievance, you should set out your formal grievance in writing and pass it to your line manager. If your grievance concerns your line manager, you should submit your formal grievance to the Head or, for central staff, to a Trust Manager. If your grievance concerns the Head, you should submit your formal grievance to the Executive Principal. If your grievance concerns the Executive Principal, you should submit your formal grievance to one of the Trustees.
- 7 **Investigating your grievance:** Your line manager or person nominated by him / her, will investigate your grievance.
- 8 **Grievance meeting:** Once your line manager has had a reasonable opportunity to consider his/her response to the information given regarding your formal grievance, you will be invited to a meeting to discuss the matter. You will be informed in advance in writing of the timing and location of the meeting. You must take all reasonable steps to attend the meeting. You will be given the opportunity to explain your case. Your line manager may ask the other people involved to attend the meeting with a view to obtaining a resolution. Following the meeting your line manager will inform you in writing of his/her decision in relation to your grievance and of your right of appeal.
- 9 **Right to be accompanied:** You may be accompanied to the meeting held to discuss your grievance by a colleague or trade union official.
- 10 **Outcome of grievance:** You should be prepared to discuss your desired grievance outcome.

### Appeal

- 11 **Initiating an appeal:** If you are dissatisfied with the decision made concerning your formal grievance, you may appeal the decision by notifying your Head/line manager in writing within five working days giving full details of why you wish to appeal. If you need more time,

you should notify your Head /line manager within the five day period. A nominated senior leader or one of the Trustees will normally hear your appeal (**the Appeal Officer**).

- 12 **Appeal procedure:** The Appeal Officer shall investigate your appeal. He or she may call for copies of all relevant documents. The Appeal Officer will invite you to attend a further meeting to discuss your appeal and will inform you in reasonable time of the timing and the location of the meeting. You must take all reasonable steps to attend the meeting.
- 13 **The appeal decision:** The Appeal Officer's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.
- 14 **Right to be accompanied:** You may be accompanied to the appeal meeting by a colleague or trade union official.

#### **Grievances following the termination of your employment**

- 15 **Procedure:** If a grievance is raised by you following termination of your employment, if appropriate the Trust/School may follow all or part of this procedure at its discretion.

## Whistleblowing policy

- 1 **Honesty and integrity:** The Trust is committed to conducting its business with honesty and integrity, and we expect all staff to maintain high standards in accordance with the Code of Conduct. All organisations 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.
- 2 **Aims:** The aims of this policy are to:
  - 2.1 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;
  - 2.2 provide staff with guidance as to how to raise those concerns; and
  - 2.3 reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.
- 3 **Staff:** This policy covers all employees, officers, governors, consultants, contractors, volunteers, work placement students, casual workers and agency workers.

## Wrongdoing at work

- 4 **Whistleblowing:** Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:
  - 4.1 criminal activity;
  - 4.2 safeguarding concerns (see paragraph 9 below);
  - 4.3 failure to comply with any legal or professional obligation or regulatory requirements;
  - 4.4 miscarriages of justice;
  - 4.5 danger to health and safety;
  - 4.6 damage to the environment;
  - 4.7 bribery;
  - 4.8 financial fraud or mismanagement;
  - 4.9 other unlawful or unethical conduct in the workplace;
  - 4.10 the deliberate concealment of any of the above matters.
- 5 **Whistleblower:** 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 and such disclosure is in the public interest (a **whistleblowing concern**) you should report it under this policy.
- 6 **Grievances:** This procedure should not be used where you have a complaint relating to your personal circumstances in the workplace. The grievance procedure contained in the Employment Manual should be used in such cases.

- 7 **Detriment:** Provided that this procedure is used appropriately and correctly, you will not suffer any detriment as a result of reporting a suspected wrongdoing.
- 8 **Advice:** If you are uncertain whether something is within the scope of this policy you should seek advice from the Head /Executive Principal/Trust Manager (Operations), Designated Safeguarding Lead, Protect or the NSPCC whistleblowing helpline or the Modern Slavery helpline.

## Safeguarding

- 9 **Safeguarding:** Nothing within this policy is intended to prevent staff from complying with their statutory obligations in accordance with *Keeping Children Safe in Education* (DfE, September 2020). In particular:
- 9.1 **Safeguarding / child protection policy:** If you have any concern about a pupil's welfare, action should be taken immediately. You should report the concern to the Designated Safeguarding Lead or the Deputy Designated Safeguarding Lead. See the School's child protection and safeguarding policy and procedures for full information about what to do if you have a concern about a pupil, including what to do if the Designated Safeguarding Lead is not available.
- 9.2 **Safeguarding - member of staff:** You should raise any concerns about another staff member with the Head/Executive Principal, or if the concern is about the Head, with the Executive Principal/Chairman of the Board / Chair of the Local Governing Body (without first notifying the Head) in accordance with the procedures in the Trust's safeguarding and child protection policy.
- 9.3 **Whistleblowing policy:** You should follow this procedure to raise concerns about poor or unsafe practices at the Trust or potential failures by the Trust or staff to properly fulfil its safeguarding responsibilities.
- 9.4 **The Modern Slavery helpline:** The School is committed to the prevention of modern slavery. If you have any queries relating to modern slavery please contact the Head/ Executive Principal. Identified instances of modern slavery should be immediately notified to the police. If you think you have identified an instance of modern slavery, or if you consider that you may be a victim of modern slavery you may contact the Modern Slavery helpline on 0800 0121 700.
- 10 **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with this policy. Safeguarding children is at the centre of the Trust's culture and concerns should always be raised in accordance with paragraph 9 above. If issues have not been identified before, safeguarding will always be considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers. Staff who raise concerns about working practices at the Trust to the Designated Safeguarding Lead or an appropriate senior member of Staff will be protected from detriment under this policy.

## Confidentiality

- 11 **Confidentiality:** 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.

- 12 **Anonymous disclosures:** 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.

### Stage one

- 13 **Procedure:** You should disclose the suspected wrongdoing first to your Line Manager. In the event that your Line Manager is involved in the suspected wrongdoing, you should proceed directly to Stage Two of this procedure.
- 14 **Response:** You can expect a response detailing to whom the disclosure has been notified or any action taken within seven days of your Line Manager becoming aware of the disclosure.

### Stage two

- 15 **Procedure:** If no response is forthcoming after seven days from your Line Manager, if you are not satisfied with the way in which your concern has been handled or if your Line Manager is involved in the suspected wrongdoing you should notify the Head / Executive Principal / a Trust Manager, as appropriate.
- 16 **Response:** You can expect a response detailing any action taken within seven days of the Head / Executive Principal / a Trust Manager becoming aware of the disclosure.

### Stage three

- 17 **Procedure:** If no such response is forthcoming after seven days from the Head / Executive Principal / Trust Manager if you are not satisfied with the way in which your concern has been handled or if the Head / Executive Principal / Trust Manager is involved in the suspected wrongdoing you should inform the Chair of Governors / Chair of the Board of the disclosure.

### Relevant external reporting

- 18 **Outside body:** The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. The law recognises, as does paragraph 9 above, that in some circumstances it may be appropriate for you to report your concerns to a relevant outside body including:
- 18.1 the local authority's Designated Officer;
  - 18.2 Children's Social Care;
  - 18.3 the NSPCC;
  - 18.4 the Health and Safety Executive;
  - 18.5 the Environment Agency;
  - 18.6 the Information Commissioner;
  - 18.7 the Department for Education;
  - 18.8 the Department for Business, Energy and Industrial Strategy;
  - 18.9 the Police;
  - 18.10 the Charity Commission;
  - 18.11 the Independent Schools Inspectorate;



- 18.12 the Office for Standards in Education, Children's Services and Skills (**Ofsted**); or
- 18.13 the Channel Police Practitioner.
- 19 **Advice:** Staff are strongly encouraged to seek advice before reporting a concern to anyone external. In most cases you should not find it necessary to alert anyone external but before you do, as well as considering the internal help and support available which is identified above, please seek external advice from:
- 19.1 **Protect:** If you have any concerns about disclosing a suspected wrongdoing the independent whistleblowing charity, Protect, operates a confidential helpline. Staff can call 020 7404 6609 for advice.
- 19.2 **NSPCC:** The NSPCC whistleblowing helpline is available for staff who do not feel able to raise concerns regarding child protection failures internally. Staff can call 0800 028 0285 (8.00 am to 8.00 pm Monday to Friday) or email [help@nspcc.org.uk](mailto:help@nspcc.org.uk).
- 19.3 **The Modern Slavery helpline:** The Modern Slavery helpline is available for staff who do not feel able to raise concerns about modern slavery internally. Staff can call on 0800 0121 700.
- 20 **The media:** You should under no circumstances approach a commercial body or the media with details of the suspected wrongdoing. If you approach any such body and / or where your concern is disclosed in a malicious manner or for personal gain ,the protection given to you by this procedure may be lost. Additionally, the Trust may consider this to be gross misconduct and disciplinary action may be taken against you.
- 21 **Queries:** If you have any queries about this procedure, you should contact the Head / Executive Principal/ Trust Manager (Operations).

## IT acceptable use policy

- 1 **Introduction:** This policy sets out the requirements with which you must comply when using the Trust's IT and when otherwise using IT in connection with your job including:
  - 1.1 The Trust's email, systems and internet services;
  - 1.2 telephones and faxes;
  - 1.3 the use of mobile technology on Trust/School premises or otherwise in the course of your employment (including 3G / 4G / 5G technologies or Bluetooth or other wireless technologies) whether using a Trust/School or a personal device; and
  - 1.4 any hardware (such as laptops, printers or mobile phones) or software provided by, or made available by, the Trust.

This policy also applies to the use of IT off school premises if the use involves Personal Data of any member of the Trust community or where the culture or reputation of the Trust/School community are put at risk.

Failure to comply will constitute a disciplinary offence and will be dealt with under the Trust's disciplinary procedure.

- 2 **Property:** You should treat any property belonging to the Trust with respect and reasonable care and report any faults or breakages immediately to the Head/ Trust ICT Helpdesk or according to the school's procedures. You should not use the Trust's computers unless you are competent to do so and should ask for training if you need it.
- 3 **Viruses and other malicious code:** You should be aware of the potential damage that can be caused by computer viruses and other malicious code. You must not use, introduce or operate any hardware, programs or data (including computer games) or open suspicious emails without permission from the IT Department.

### 4 **Passwords:**

Any personal device with Trust data (including phone connected to email) needs to be encrypted or at least password protected. Passwords should be long, for example you could use a song lyric or a memorable phrase plus a number. Do not choose a password which is so complex that it's difficult to remember without writing it down. Your password should not be disclosed to anyone else. In addition:

- 4.1 your password should be difficult to guess, (for example you could base your password on something memorable that no one else would know). You should not use information which other people might know, or be able to find out, such as your address or your birthday;
- 4.2 you must not use a password which is used for another account. For example, you must not use your password for your private email address or online services for any school account;
- 4.3 passwords (and any other security credential you are issued with such as a key fob or USB drive) must be kept secure and confidential and must not be shared with, or given to, anyone else. Passwords should not be written down.

- 5 **Leaving workstations:** If you leave your workstation for any period of time you should take appropriate action and, in particular, you should lock your computer to prevent access.
- 6 **Concerns:** You have a duty to report any concerns about the use of IT at the Trust to the Head/Executive Principal/ Trust ICT Director. For example, if you have a concern about IT security or pupils accessing inappropriate material.
- 7 **Other policies:** This policy should be read alongside the following:
  - 7.1 Code of Conduct;
  - 7.2 data protection policy for Staff;
  - 7.3 information security policy; and
  - 7.4 acceptable use policy for pupils.

## Internet

- 8 **Downloading:** Downloading of any program or file which is not specifically related to your job is strictly prohibited.
- 9 **Personal use:** The Trust permits the incidental use of the internet so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the Trust discovers that excessive periods of time have been spent on the internet provided by the Trust or it has been used for inappropriate purposes, either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Head or the Executive Principal.
- 10 **No gaming or gambling:** Use of gaming and/or gambling website on Trust on the Trust's network or via any mobile networks whilst on Trust premises is strictly prohibited.
- 11 **Unsuitable material:** Viewing, retrieving or downloading of pornographic, terrorist or extremist material, or any other material which the Trust believes is unsuitable is strictly prohibited and constitutes gross misconduct. This includes such use at any time on the Trust's network, or via any mobile networks when on Trust premises or otherwise in the course of your employment and whether or not on a Trust or personal device. Internet access may be withdrawn without notice at the discretion of the Head/ Executive Principal/a Trust Manager whilst allegations of unsuitable use are investigated by the Trust.
- 12 **Location services:** The use of location services represents a risk to the personal safety of those within the Trust / School community, the Trust's security and its reputation. The use of any website or application, whether on a Trust or personal device, with the capability of publicly identifying the user's location while on Trust premises or otherwise in the course of employment is strictly prohibited at all times.
- 13 **Contracts:** You are not permitted to enter into any contract or subscription on the internet (including through an App) on behalf the Trust or any of its Schools, without specific permission from the Head or the Executive Principal or a Trust Manager or the ICT Director. This applies both to "free" and paid for contracts, subscriptions and Apps.
- 14 **Retention periods:** the Trust may keep a record of staff browsing histories.

## Email and live chats

- 15 **Personal use:** The Trust permits the incidental use of its email systems to send personal emails as long as such use is kept to a minimum and takes place substantially out of normal

working hours. Personal emails should be labelled "personal" in the subject header. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. The Trust may monitor your use of the email system, please see paragraphs 23 and 24 below, and staff should advise those they communicate with that such emails may be monitored. If the Trust discovers that you have breached these requirements, disciplinary action may be taken.

- 16 **Status:** Email and live chats should be treated in the same way as any other form of written communication. Anything that is written in an email or a live chat is treated in the same way as any form of writing. You should not include anything in an email or a live chat which is not appropriate to be published generally.
- 17 **Inappropriate use:** Any email message or live chat message which is abusive, discriminatory on grounds of sex, marital or civil partnership status, age, race, disability, sexual orientation or religious belief (or otherwise contrary to our equal opportunities policy), or defamatory is not permitted. Use of the email system in this way constitutes gross misconduct. The Trust will take no responsibility for any offence caused by you as a result of downloading, viewing or forwarding inappropriate emails.
- 18 **Legal proceedings:** You should be aware that emails and live chat messages are disclosable as evidence in court proceedings and even if they are deleted, a copy exists on a back-up system or other storage area.
- 19 **Jokes:** Trivial messages and jokes should not be sent or forwarded to the email system. They could cause the Trust's IT system to suffer delays and / or damage.
- 20 **Contracts:** Contractual commitments via an email correspondence are not allowed without prior authorisation of the Head, the Executive Principal or a Trust Manager.
- 21 **Disclaimer:** Good practice guidance is that all correspondence by email should contain the Trust's disclaimer.
- 22 **Data protection disclosures:** Subject to a number of limited exceptions, potentially all information about an individual may be disclosed should that individual make a subject access request under data protection legislation. There is no exemption for embarrassing information (for example, an exchange of emails containing gossip about the individual will usually be disclosable). **As such staff must be aware that anything they put in an email or other Trust systems and services is potentially disclosable.**

## Monitoring

- 23 **Monitoring:** The Trust regularly monitors and accesses the Trust IT system for purposes connected with the operation of the Trust. The Trust IT system includes any hardware, software, email account, computer, device or telephone provided by the Trust or used for Trust business. The Trust may also monitor staff use of the Trust telephone system and voicemail messages. Staff should be aware that the Trust will monitor the contents of a communication (such as the contents of an email).
- 24 The purposes of such monitoring and accessing include:
  - 24.1 to help the Trust with its day to day operations. For example, if a member of staff is on holiday or is off sick, their email account may be monitored with the permission of the Head/Executive Principal/a Trust Manager in case any urgent emails are received; and
  - 24.2 to check staff compliance with the Trust's policies and procedures and to help the Trust fulfil its legal obligations. For example, to investigate allegations that a

member of staff has been using their email account to send abusive or inappropriate messages.

- 25 Monitoring may be carried out on a random basis and it may be carried out in response to a specific incident or concern.
- 26 The monitoring is carried out by the Trust ICT Department. If anything of concern is revealed as a result of such monitoring, then this information may be shared with the Head/Executive Principal/the Trust Managers and this may result in disciplinary action. In exceptional circumstances concerns may need to be referred to external agencies such as the Police.

## Social media policy

- 1 **Introduction:** The Trust recognises that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Instagram, Snapchat, LinkedIn, Twitter, Instagram and all other internet postings including blogs, wikis and other interactive websites. It is also a valuable educational tool.
- 2 **Purpose:** This policy applies to the use of social media for Trust and your own personal purposes, whether during normal working hours or in your personal time. Its purpose is to help staff avoid the potential pitfalls of sharing information on such social media sites and should be read in conjunction with the acceptable use policy for pupils. This policy is designed for your protection.
- 3 **IT facilities:** The policy applies regardless of whether the social media is accessed using the Trust's IT facilities and equipment or your personal devices.
- 4 **Personal use:** The Trust permits the incidental use of the internet and social media so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the Trust discovers that excessive periods of time have been spent on the internet provided by the Trust either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Head /Executive Principal/Trust Manager.
- 5 **Guiding principles:** Staff are required to behave responsibly at all times and adhere to the following principles:
  - 5.1 You should not be "Friends" with, "Followers" of, or connect with pupils on any social media or other interactive network. It would be considered inappropriate to connect with pupils on a personal account. Depending on the circumstances, it may also be inappropriate to connect with parents, guardians or carers.
  - 5.2 You must not publish anything which could identify pupils, parents or guardians on any personal social media account, personal webpage or similar platform without the prior consent of the Head in writing. This includes photos, videos, or other materials such as pupil work.
  - 5.3 You must be mindful of how you present yourself and the Trust and its Schools on such media. Staff are entitled to a social life like anyone else. However, the extra-curricular life of an employee at the Trust has professional consequences and this must be considered at all times when sharing personal data.
  - 5.4 You should always represent your own views and must not allude to other people's personal views in your internet posts.
  - 5.5 When writing an internet post, you should consider whether the contents would be more appropriate in a private message. While you may have strict privacy controls in place, information could still be shared by others. It is always sensible to consider that any information posted may not remain private.
  - 5.6 You should protect your privacy and that of others by omitting personal data from internet posts such as names, email addresses, home or work addresses, phone numbers or other personal information.
  - 5.7 You should familiarise yourself with the privacy settings of any social media you use and ensure that public access is restricted. If you are not clear about how to restrict

access, you should regard all your information as publicly available and behave accordingly.

- 5.8 You must not post anything that may offend, insult or humiliate others, particularly on the basis of their sex, age, race, colour, national origin, religion, or belief, sexual orientation, disability, marital status, pregnancy or maternity.
  - 5.9 You must not post anything that could be interpreted as threatening, intimidating or abusive. Offensive posts or messages may be construed as cyber-bullying.
  - 5.10 You must not post disparaging or derogatory remarks about the Trust, its Schools or its Governors, officers, staff, volunteers, pupils or parents, guardians or carers.
  - 5.11 You must not post anything that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so.
  - 5.12 You must not use social media in a way which could constitute a breach of any policies contained in this Employment Manual.
- 6 **Removing postings:** You may be required to remove internet postings which are deemed to constitute a breach of this policy. If you fail to remove postings, this could result in disciplinary action.
- 7 **Breach:** A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.
- 8 **Monitoring:** The Trust regularly monitors the use of the internet, social media and email systems to check that the use is in accordance with this policy. Please see the IT acceptable use policy for further information on monitoring. If it is discovered that any of the systems are being abused and / or that the terms of this policy are being infringed, disciplinary action may be taken which could result in your dismissal.

## Communications policy

- 1 **The media:** You must not make contact with or communicate with any member of the press or media or anyone so connected, on behalf of the Trust or any of its Schools unless you have obtained the prior permission of the Head/ Executive Principal/a Trust Manager.
- 2 **Authorised:** The employees authorised to give press releases need authorisation from the Executive Principal /Head/a Trust Manager.
- 3 **Statement:** If you are approached by any member of the press or media to make a statement on behalf of the Trust or one of its Schools you should decline to make any statement whatsoever and refer the matter immediately to the Head/Executive Principal/Trust Manager.
- 4 **Teachers' right to anonymity:** Teachers have the legal right to anonymity when facing allegations of criminal wrongdoing involving a registered pupil of the Trust until such time as they are formally charged with an offence. The right to anonymity has been introduced by law to protect teachers against malicious allegations.
- 5 **Criminal offence:** It is a criminal offence for any person to publish information that could lead the public to identify the teacher concerned. Publication of information includes any speech, writing, relevant programme or other communication in whatever form, which is addressed to the public at large or any section of the public. Therefore any statement made by you to a member of the public which leads to a teacher's loss of anonymity could potentially result in your criminal prosecution. In particular, messages posted on social media regarding the allegation and those involved, even if not named directly, could contravene the law.
- 6 **Criminal sanction:** If you are found to have breached the teacher's right to anonymity you may be personally liable to criminal prosecution and a maximum fine of £5,000 as well as disciplinary action in accordance with the Trust's procedures.
- 7 **The public:** In addition to the prohibition on making statements to the media you must not at any time make any statement or publish any information in any form to any person, group, company or organisation, whether on your own behalf or on behalf of the Trust or one of its Schools which includes in staff meetings, parent meetings or any conversation regarding any incident or allegation:
  - 7.1 involving any current or former member of staff or pupil of the Trust; and
  - 7.2 which is under investigation by the Trust and / or the relevant authorities or is likely to be the subject of such an investigation.
- 8 In particular you must under no circumstances divulge the name or any other information which could reveal the identity of a member of staff accused of a criminal offence involving a pupil or any information that could identify the pupil making the allegation save for in accordance with the whistleblowing policy, if appropriate.
- 9 **Gross misconduct:** Any action taken in contravention of this policy may constitute gross misconduct.
- 10 **Reporting your concerns:** Nothing in this policy shall prevent you from disclosing any safeguarding concern in accordance with the Trust's child protection and safeguarding policy and procedures and whistleblowing policies. Reporting your concerns in accordance with these procedures is actively encouraged by the Trust.



- 11 **Statements to proper authorities:** Nothing in this policy shall prevent you from giving a statement to the Police or such other proper authority in co-operation with any safeguarding or criminal investigation.

## Reference policy

- 1 **Professional references:** This policy only relates to professional references which bear the name of the Trust or one of its Schools and represents an official statement of the Trust's or one of its School's assessment of an existing or a former employee. These are written on the Trust's headed notepaper.
- 2 **Authorised referees:** The only employees authorised to give a professional reference will be the Executive Principal / Head / Trust Manager (Operations)/ Business Manager or any person nominated by the Executive Principal / Head / Trust Manager (Operations)/ Business Manager.
- 3 **Content of references:** All professional references will be provided on a reference pro forma. It is the Trust's policy that the reference will be limited to this format and content. The Trust will respond to any reference request in accordance with safer recruitment guidance in force from time to time.
- 4 **Personal references:** Employees will not be required to follow this procedure when writing personal references. Personal references will not be written on the notepaper of the Trust or the School nor refer to a person's professional performance or their relationship with the Trust or any of its Schools. Personal references simply record one person's experience of another. Any individual giving such a personal reference is personally responsible for anything said in that reference. Such references must state that they are personal references and do not represent the views of the Trust or the School.
- 5 **Telephone:** References will not be given over the telephone. References given in writing will only be discussed further over the telephone at the discretion of the Head/Executive Principal/Trust Manager.
- 6 **Confidentiality:** References provided by the Trust are not intended to be seen by the employee and will normally be marked "confidential for the purposes of employment (or prospective employment) of the data subject". The same will apply to references received by the Trust.

## Smoking, alcohol and drugs policy

- 1 **Purpose:** The purpose of this policy is to promote the safety, welfare and good physical and mental health of Staff and pupils. The Trust educates pupils to understand the effect and risks associated with alcohol and tobacco in relation to their health, wellbeing and the law and that the use of illegal drugs is or may be a criminal offence and will be harmful to their health, integrity, independence, opportunities and careers as well as damaging the society in which they live. Staff are expected to promote this view and act as responsible role models.

### Smoking

- 2 **Alcohol:** Alcohol means intoxicating liquor of all descriptions (including beer, cider, wine and spirits).
- 3 **No smoking:** The Trust has obligations to ensure the wellbeing of all members of staff. To facilitate this and in the interests of providing a pleasant working environment for all, the Trust prohibits smoking (to include the smoking of e-cigarettes) and use of any other smoking related product such as nicotine substitutes on all Trust/School premises at any time.

### Alcohol

- 4 **Storage:** The Trust does not permit alcohol to be stored on Trust/School premises unless properly secured and with the agreement of the Head/ Executive Principal/Trust Manager.
- 5 **Under the influence:** It is strictly forbidden to work or to remain at work under the influence of alcohol. If the Trust/School considers that you are under the influence of alcohol you may be sent home immediately and disciplinary action will be taken.
- 6 **Entertaining:** Any entertaining on or off Trust/School premises must be conducted sensibly. There may be alcoholic drinks at Trust/School social functions and the Trust expects a high standard of behaviour from all members of staff. Whilst you are responsible for your own travel arrangements to and from such functions, the Trust advises that you do not drive a vehicle after consuming any amount of alcohol.
- 7 **Screening:** The Trust will, where it considers it appropriate, screen individuals who are suspected of being under the influence of alcohol whilst at work in contravention of this policy. It is your contractual duty to comply with all reasonable requests to undergo any blood or urine tests as deemed necessary by the Trust. An unreasonable refusal to consent will constitute a disciplinary offence.
- 8 **Confidentiality:** Confidentiality is assured during the screening process and only you and the Head and/or Executive Principal and/or Trust Manager (Operations) will have access to the results. Your written consent to disclose the results will be obtained but failure to give such consent could in itself constitute a disciplinary offence.

### Drugs

- 9 **Drugs and substances:** For the purposes of this policy "drugs" covers controlled drugs and the paraphernalia of drugs, psychoactive substances or substances intended to resemble drugs, or "legal" drugs which can be obtained from a chemist shop, performance enhancing drugs, anabolic steroids, glue and other substances held or supplied in each case for purposes of misuse.
- 10 **Controlled substances:** It is a criminal offence to use, possess or deal in any controlled substances and anyone found through the Disciplinary Procedure to be involved in any of

these activities, whether during or outside working hours, will normally be dismissed for gross misconduct. The Trust will notify the Police where appropriate.

- 11 **At work:** The Trust does not permit drugs (other than prescribed drugs) to be used, stored or sold on Trust/School premises. Under no circumstances is the sale of drugs (prescribed or not) permitted.
- 12 **Under the influence:** It is strictly forbidden to come to work or to remain at work under the influence of any drug. If you have been prescribed drugs whose side effects could have an impact on your work or behaviour, you should report this immediately to your line manager. If the Trust/School considers that you are under the influence of any drug (including prescribed drugs which have or could have affected your work or behaviour and of which you have failed to notify your superior), disciplinary action will be taken.
- 13 **Screening:** The Trust/School will where it considers it appropriate search and / or screen individuals for drug use. This may be as a result of suspicion against the individual. It is your contractual duty to comply with all reasonable requests to search you or to undergo any blood or urine tests as deemed necessary by the Trust/School. An unreasonable refusal to consent will constitute a disciplinary offence. A search may include personal property as well as your person.
- 14 **Confidentiality:** Confidentiality is assured during the screening process and only you, and the Head and/or Executive Principal and/or Trust Manager (Operations) will have access to the results. Your written consent to disclose the results will be obtained but failure to give such consent could in itself constitute a disciplinary offence.

## Retirement policy

### Introduction

- 1 **Application:** This policy is aimed at all of the Trust's staff whether permanent, temporary, casual, part-time or on a fixed-term contract and to individuals who are consultants or volunteers at the Trust.
- 2 **Purpose:** This policy is intended to provide guidance on the Trust's approach to retirement. The Trust is committed to treating all staff fairly regardless of age and will adhere to the principles set out in the Trust's equal opportunities policy. This policy does not form part of your contract of employment and may be amended from time to time.

### Retirement

- 3 **Retirement age:** The Trust does not currently operate a compulsory retirement age for its staff, however, this will be reviewed by the Trust from time to time. The Trust acknowledges that retirement is a matter of choice for each member of staff. The Trust will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If the Trust considers there are problems with your performance due to capability or ill-health, these will be dealt with under the Capability Procedure.
- 4 **Phased retirement:** The Trust, may in certain circumstances, be able to accommodate a phased retirement which would involve a gradual reduction in working hours. This will depend on the individual's role and the business needs of the Trust and/or School. If you are interested in gradually reducing your hours before retirement then please make a request in writing to the Head/ Executive Principal/ Trust Manager, as appropriate. If you are considering a phased retirement then you should consider the impact this will have on your pension contributions and seek financial advice before making such a request.
- 5 **Early retirement:** If you would like to take early retirement you should seek financial advice on your pension provision and whether your pension scheme rules permit this before making such a request.
- 6 **Retirement procedure:** If you have decided to retire the Trust will require your written resignation giving the contractual notice period, as set out in your contract of employment. The Trust appreciates receiving as much notice as possible and you will not suffer any prejudice for giving earlier notice. The Trust/School will meet with you to discuss any intended retirement dates, hand over plans, pension details and phased retirement, if applicable.

### Workplace discussions

- 7 **Discussions:** The Trust encourages **all** staff to have workplace discussions with their line manager about their performance, training needs and future aspirations. Your employment prospects will not be prejudiced because you express an interest in retiring. If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment. Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or phased retirement.
- 8 **Planning:** The Trust values the experience and knowledge of its staff and may require the assistance and co-operation of any member of staff who is considering retiring. Prior to retirement you may be asked to; provide full written details of the status of work projects and future steps, assist in developing a job description, ensuring a smooth handover of work and assisting in training any successor.

## **Pension**

- 9     **Pension:** You are responsible for taking financial advice and considering your pension provision before making any decision to retire.
- 10    **Further information:** If you would like further information regarding retirement, please contact the Finance Director / Trust Manager (Operations).

# Forms

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## Flexible working request form

Name	Department
<p>I am making a request to work a flexible working pattern that is different to my current working pattern under my right provided in law. I confirm that I meet each of the eligibility criteria as follows:</p>	
<ul style="list-style-type: none"> <li>● I have worked continuously as an employee of the Trust for the last 26 weeks</li> <li>● I have not made a request to work flexibly under this right during the past 12 months</li> </ul>	
<p>Please set out the reasons for your request (in particular if your request is to meet caring responsibilities or on health grounds)</p>	
<p>.....</p> <p>.....</p>	
<p>Describe your current working pattern (days / hours / times worked)</p>	
<p>.....</p> <p>.....</p>	
<p>Describe the working pattern you would like to work in future (days / hours / times worked)</p>	
<p>.....</p> <p>.....</p>	
<p>I request that the change would become effective from (date) .....</p>	
<p>I request that the change is considered on a : *Permanent OR temporary ..... basis (*delete as necessary)</p>	
<p>Please set out what effects you consider this change would have on the Trust and your colleagues</p>	
<p>.....</p> <p>.....</p>	
<p>How do you consider the effects on the Trust and your colleagues could be dealt with?</p>	
<p>.....</p> <p>.....</p>	
<p>Signed ..... Dated .....</p>	

### Notes

This form should be used by members of staff wishing to request a change to their working pattern under the Flexible Working Policy set out in the Employment Manual.

You must provide all information requested in this form.

Full details of the Flexible Working Policy are contained in the Employment Manual.

It may take up to three months to consider a request before it can be implemented and possibly longer if there are difficulties.





## Parental leave request form

<b>Name</b>	<b>Today's date</b>
<b>Department</b>	

<b>Parental leave requested (inclusive)</b>	<b>From</b> .....	<b>To</b> .....
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<b>Name of child</b>	.....
<b>Age of child</b>	.....
<b>Date of birth, expected birth or date of adoption</b>	.....
<b>Full Parental Leave entitlement</b>	..... <b>days</b>
<b>Number of days already authorised</b>	..... <b>days</b>
<b>Number of days requested this time</b>	..... <b>days</b>
<b>Balance of entitlement</b>	..... <b>days</b>

<b>Authorised by</b>	.....
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<p><b>Notes</b></p> <p>Full details of Parental Leave entitlement are contained in the Employment Manual.</p> <p>The request should be authorised by [• your Head of Department/line manager]. The form should then be passed to [• position] who maintains a central record. Should you cease your employment with the Trust at any time your record will be sent, upon request, to your new employer.</p> <p>You must provide all information requested in this form.</p> <p>The 'number of days authorised' in the box above are the number of days already approved, irrespective of whether you have taken them or not.</p> <p>If you submit a Parental Leave request form and then subsequently change or cancel the dates, a note should be sent to [• the school office / your line manager]. This is your responsibility.</p> <p>You will be notified within seven days of submitting this request whether your leave has been granted.</p>
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**Paternity leave notification form**

Name	Department
The expected week of childbirth is .....	
I intend my paternity leave to start [insert date] .....	
on the actual date of childbirth or	<input type="checkbox"/>
..... day(s) after the actual date of childbirth or	<input type="checkbox"/>
on ..... of ..... 201...	<input type="checkbox"/>
(NB: this date must be later than the first day of the expected week of childbirth)	
I intend to take one week / two weeks' paternity leave [delete as applicable]	
<b>Declaration</b>	
I wish to take paternity leave from the date shown above. I declare that:	
I am	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● the baby's biological father; or</li> <li>● married to the mother; or</li> <li>● living with the mother in an enduring family relationship but am not an immediate relative</li> </ul>	
I have responsibility for the child's upbringing	<input type="checkbox"/>
I will take time off work to support the mother or care for the child.	<input type="checkbox"/>
<b>You must be able to tick all three boxes above to be entitled to Statutory Paternity Pay and paternity leave.</b>	
Signed .....	Dated .....

<b>Notes</b>
<p>This form should be used by members of staff wishing to take paternity leave in accordance with the paternity leave and pay policy [• set out in the Employment Manual / available from the your line manager]. It should not be confused with a request for unpaid parental leave.</p>
<p>You must provide all information requested in this form.</p>
<p>Full details of paternity leave entitlement are [• contained in the Employment Manual / available from your line manager].</p>

**Paternity adoption leave notification form**

Name	Department
The expected week of adoption is	.....
I intend my paternity leave to start	.....
on the actual date of adoption or	<input type="checkbox"/>
..... day(s) after the actual date that the child is placed with the adopter or	<input type="checkbox"/>
on ..... of ..... 201....	<input type="checkbox"/>
(NB: this date must be later than the date on which the child is expected to be placed with the adopter)	
I intend to take one week / two weeks' paternity adoption leave [delete as applicable]	
<b>Declaration</b>	
I wish to take paternity adoption leave from the date shown above.	
The purpose of taking this leave is to care for a child and / or support the child's adopter.	
I confirm that I am married to the child's adopter / the partner of the child's adopter and I expect to have responsibility (apart from the responsibility of the adopter) for the upbringing of the child.	
Signed .....	Dated .....

<b>Notes</b>
This form should be used by members of staff wishing to take paternity adoption leave in accordance with the paternity leave and pay policy [• available from the Business Manager / set out in the Employment Manual]. It should not be confused with a request for unpaid parental leave.
You must provide all information requested in this form.
Full details of paternity adoption leave entitlement are [• contained in the Employment Manual / available from the Business Manager].

## Shared parental leave forms

### Form 1: Curtailment notice: bringing maternity / adoption leave (and pay) to an end

Name	Department
<p>I wish to bring my [<input type="checkbox"/> ordinary / additional] maternity / adoption leave and maternity / adoption pay (if applicable) to an end to be able to take shared parental leave. I have also:</p> <ul style="list-style-type: none"> <li>● completed a form providing an opt-in notice to take shared parental leave; or</li> <li>● provided a declaration that my partner has provided an opt-in notice to take shared parental leave to his / her employer and consent to the amount of leave that he / she intends to take.</li> </ul> <p>I confirm that the date on which I wish to end my maternity / adoption leave is at least:</p> <ul style="list-style-type: none"> <li>● eight weeks after the date of this curtailment notice; and</li> <li>● two weeks after I have given birth (where appropriate) or two weeks after the child has been placed with me for adoption; and</li> <li>● one week before what would have been the end of my additional maternity / adoption leave.</li> </ul> <p>[<input type="checkbox"/> I confirm that my entitlement to enhanced maternity / adoption pay will cease when I opt in to shared parental leave.]</p> <p>I wish to end my [<input type="checkbox"/> ordinary / additional] maternity / adoption leave on: .....</p> <p>I wish my maternity / adoption pay period (if applicable) to end on: .....</p> <p>Signed ..... Dated .....</p>	

#### Notes

This form should be used by members of staff wishing to curtail their maternity / adoption leave in accordance with the shared parental leave policy set out in the Employment Manual.

You must provide all information requested in this form.

Full details of the shared parental leave policy are contained in the Employment Manual.

**Form 2A: Opt-in notice: mother / primary adopter's entitlement and intention to take SPL**

Name	Department
<p>I wish to provide the Trust with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and my partner.</p>	
<p><b>Section A: Information which must be provided by employee</b></p>	
<p>My partner's name is</p>	<p>.....</p>
<p>My maternity / adoption leave [• started / is expected to start] on</p>	<p>.....</p>
<p>My maternity / adoption leave [• ended / is expected to end] on</p>	<p>.....</p>
<p>My [• child's expected week of birth is / child was born on / child is expected to be placed with me / child was placed with me]</p>	<p>.....</p>
<p>The total amount of shared parental leave my partner and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>My partner intends to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The total amount of shared parental pay (if applicable) my partner and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p>My partner intends to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p><b>Indication of SPL dates (if known)</b></p>	
<p>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take)</p>	<p>.....                  .....                  .....</p>

**Section B: Declaration which must be completed by employee**

I [**•** satisfy / will satisfy] the following eligibility requirements to take shared parental leave (tick and sign as appropriate)

I [**•** have / will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the Trust.  .....

At the date of the child's birth or placement for adoption, I [**•** have / will have] the main responsibility, apart from my partner, for the care of the child.  .....

I am entitled to statutory maternity / adoption leave in respect of the child.  .....

I have [**•** complied with the Trust's maternity / adoption leave curtailment requirements / returned to work before the end of my statutory maternity / adoption leave period], and will comply with the Trust's shared parental leave notice and evidence requirements.  .....

The information that I have provided is true and accurate.  .....

I will immediately inform the Trust if I cease to care for the child.  .....

**Section C: Declaration which must be completed by employee's partner**

Name .....

Address .....  
.....  
.....

National Insurance number .....

(Please confirm if no National Insurance number)

I [**•** satisfy / will satisfy] the following eligibility requirements to enable the mother / primary adopter to take shared parental leave (all boxes must be ticked)

I have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption.

I have average weekly earnings of at least £30 for any 13 of those 66 weeks.

At the date of the child's birth or placement for adoption, I [ have / will have] the main responsibility, apart from the mother, for the care of the child.

I am the father of the child, or am married to / the civil partner of / the partner of, the mother / primary adopter.

I consent to the amount of shared parental leave that the mother / primary adopter intends to take.

Signed ..... Dated .....  
(Mother / primary adopter)

Signed ..... Dated .....  
(Partner)

**Notes**

The Trust will contact your employer for the purpose of verifying the information provided on this form. Further information about how the Trust uses personal data can be found here [ link to Staff Privacy Notice].

Full details of SPL entitlement are contained in the employment manual.

You should inform your Head of Department of this notice. The form should then be passed to the [ Business Manager] who maintains a central record. Should you cease your employment with the Trust at any time your record will be sent, upon request, to your new employer.

You must provide all information requested in this form.

If you submit a SPL request form and then subsequently wish to change or cancel the dates, Form 4 should be sent to [ the Trust Office]. This is your responsibility.



**Form 2B: Opt-in notice: partner's entitlement and intention to take SPL**

Name	Department
<p>I wish to provide the Trust with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and the mother.</p>	
<p><b>Section A: Information which must be provided by employee</b></p>	
<p>The mother / primary adopter's name is</p>	<p>.....</p>
<p>The mother's / primary adopter's maternity / adoption leave [<input type="checkbox"/> started / is expected to start] on</p>	<p>.....</p>
<p>The mother's / primary adopter's maternity / adoption leave [<input type="checkbox"/> ended / is expected to end] on</p>	<p>.....</p>
<p>The mother / primary adopter [<input type="checkbox"/> received / is expected to receive] the following periods of [<input type="checkbox"/> statutory maternity / adoption pay / maternity / adoption allowance]</p>	<p>.....</p>
<p>My [<input type="checkbox"/> child's expected week of birth is / child was born on]</p>	<p>.....</p>
<p>The total amount of shared parental leave the mother and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The mother / primary adopter intends to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The total amount of shared parental pay (if applicable) the mother / primary adopter and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p>The mother / primary adopter intends to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>

**Indication of SPL dates (if known)**

I intend to take shared parental leave on the .....  
following dates (please include the start and end .....  
dates for each period of leave that you intend to .....  
take)

**Section B: Declaration which must be completed by employee**

I declare that I [• satisfy / will satisfy] the following eligibility requirements to take shared parental leave (tick and sign as appropriate)

I [• have / will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the Trust.  .....

At the date of the child's birth or placement for adoption, I [• have / will have] the main responsibility, apart from the mother / primary adopter, for the care of the child.  .....

I will comply with the Trust's shared parental leave notice and evidence requirements.  .....

The information that I have provided is true and accurate.  .....

I am the father of the child, or am married to, the civil partner of, or the partner of, the mother / primary adopter.  .....

I will immediately inform the Trust if I cease to care for the child or if the child's mother / primary adopter informs me that she has revoked the curtailment of her maternity / adoption leave or pay period.  .....

**Section C: Declaration which must be completed by the mother / primary adopter**

Name .....

Address .....  
.....  
.....  
.....

National Insurance number .....

(Please confirm if no National Insurance number)

I [ satisfy / will satisfy] the following eligibility requirements to enable my partner to take shared parental leave:

I have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth or the week the adoption agency notifies you that you have been matched with a child for adoption.

I have average weekly earnings of at least £30 for any 13 of those 66 weeks.

At the date of the child's birth or placement for adoption, I [ have / will have] the main responsibility, apart from my partner, for the care of the child.

I am entitled to statutory maternity / adoption leave, statutory maternity / adoption pay or maternity / adoption allowance in respect of the child.

I have [ curtailed my maternity / adoption leave / returned to work before the end of my statutory maternity / adoption leave period].

I consent to the amount of shared parental leave that my partner intends to take.

I will immediately inform my partner if I no longer meet the requirements to curtail my maternity / adoption leave (and pay, if applicable).

Signed ..... Dated .....

(Partner)

Signed ..... Dated .....

(Mother / primary adopter)

### Notes

The Trust will contact your employer for the purpose of verifying the information provided on this form. Further information about how the Trust uses personal data can be found here [ link to Staff Privacy Notice].

Full details of SPL entitlement are contained in the Employment Manual.

You should inform your Line Manager of this notice. The form should then be passed to the Business Manager and also emailed to [hr@cathedralschoolstrust.org](mailto:hr@cathedralschoolstrust.org) who maintains a central record. Should you cease your employment with the Trust at any time your record will be sent, upon request, to your new employer.

You must provide all information requested in this form.

If you submit a SPL request form and then subsequently wish to change or cancel the dates, Form 4 should be sent to the School Business Manager and also to [hr@cathedralschoolstrust.org](mailto:hr@cathedralschoolstrust.org). This is your responsibility.



**Form 3: Period of leave notice: requesting SPL dates**

Name	Department
<p>I confirm that:</p> <p>I have already submitted an opt-in notice of entitlement and intention; and</p> <p>the start date of my first period of shared parental leave that I wish to take in this request is at least eight weeks after I have provided this notice.</p> <p>Please complete either section A or section B.</p> <p><b>Section A: Please complete if your child has already been born or placed with you for adoption or if you know the exact dates on which you would like to take shared parental leave.</b></p>	
<p>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take).</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p><b>Section B: Please complete if your child has not been born or placed with you for adoption yet and you wish your shared parental leave to start either on the day on which your child is born or placed with you for adoption, or a specified number of days after the day on which your child is born or placed with you for adoption.</b></p>	
<p>I wish my shared parental leave to start [• on the day on which my child is born / the following number of days after the date on which my child is born / placed with me for adoption]</p> <p>.....</p> <p>I wish my shared parental leave to end the following number of days after the date on which my child is born / placed with me for adoption</p> <p>.....</p> <p>Signed ..... Dated .....</p>	

**Notes**

You can request to take shared parental leave in one continuous block, or as a number of discontinuous blocks of leave (with the Trust's agreement). A maximum of three requests for leave can normally be made by each parent.

Apart from in exceptional circumstances, you can submit a period of leave notice or a notice that you have changed your mind about shared parental leave dates on a combined total of three occasions. The Trust therefore recommends that you and your partner think carefully about your shared parental leave before submitting this form.

You must provide all information requested in this form.

Full details of the shared parental leave policy are contained in the Employment Manual.

**Form 4: Variation / cancellation of a notice of a period of leave request**

Name	Department
<p>I previously provided the Trust with notice of my proposed shared parental leave in a period of leave notice dated [• 00 month year]. I now wish to amend my shared parental leave request.</p> <p>I had already notified the Trust in my period of leave notice or a variation of period of leave notice (if applicable) that I would be taking the following periods of shared parental leave</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>I wish to cancel my period of leave notice.</p>	
<p><b>Variation of leave request</b></p>	
<p>I now intend to take shared parental leave on the following dates instead (please include the start and end dates for each period of leave that you now intend to take)</p> <p>.....</p> <p>I have already notified the Trust of the following periods of statutory shared parental pay (if applicable):</p> <p>.....</p> <p>Signed ..... Dated .....</p>	

<p><b>Notes</b></p> <p>This notice cancels or amends a period of shared parental leave that you provided in a previous period of leave notice.</p> <p>You are able to give three request notices for SPL. A variation notice counts towards your three requests for SPL.</p> <p>You must provide all information requested in this form.</p> <p>Full details of the shared parental leave policy are contained in the Employment Manual.</p>
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**Form 5: Revocation notice: revoking a maternity / adoption leave curtailment notice**

Name	Department
Date of maternity / adoption leave curtailment notice .....	
I previously notified you that I wished to end my maternity / adoption leave on .....	
I no longer wish to end my maternity / adoption leave and would like to revoke my maternity / adoption leave curtailment notice. I would also like to revoke my maternity / adoption pay period curtailment notice (if applicable).	
I wish to withdraw my maternity / adoption leave curtailment notice because: (please tick one)	
I have realised that neither the other parent or I are entitled to shared parental leave or statutory shared parental pay and this revocation is within eight weeks of providing my maternity / adoption leave curtailment notice; or	<input type="checkbox"/>
I gave the maternity leave curtailment notice before the birth of my child and I withdraw my maternity leave curtailment notice within six weeks of my child's birth; or	<input type="checkbox"/>
The other parent has died	<input type="checkbox"/>
Signed .....	Dated .....

<p><b>Notes</b></p> <p>You must provide all information requested in this form.</p> <p>Full details of the shared parental leave policy are contained in the Employment Manual.</p>
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## Self-certification form

**Please note that the following rules concerning absence apply to all staff:**

If you are unexpectedly absent from work for sickness, injury or any other reason, you must contact the [• Head] as early as possible and no later than [• 8.30] am on the first day working day of absence to explain the reason and likely duration of the absence.

At the earliest opportunity but no later than the first day after returning to work following an absence, you must complete this form. Please note that it does not need to be completed for attending external training courses, holidays, authorised study leave, absence from the Trust on business or for any absence of less than two hours duration.

If you are absent for more than seven consecutive days (including weekends) as a result of injury or sickness then you must supply a doctor's certificate to cover from the eighth day onwards.

Other information on absence from work and sick pay can be found in the Employment Manual.

<b>Name</b>	<b>Department</b>
<b>First working day absent</b>	<b>Returned to work on</b>
<b>Reason for absence</b> (if it was sickness, please state in your own words the nature or symptoms):	
<b>Signed</b>	<b>Dated</b>

You must provide all information requested in this form.

When you have completed this form, please pass it to [• position] who is responsible for checking these forms are completed and for monitoring sickness absence.