Diocese of Salisbury
Academy Trust
'Beyond expectations for all of God's children'

EMPLOYMENT MANUAL

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This version supersedes any previous versions prior to September 2023

This manual is to be adopted by each academy

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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. You will be notified in writing of any changes. Where it considers it appropriate the Trust will consult with staff and unions and/or the joint union negotiating body in relation to significant proposed changes.

3 **Status:** Unless otherwise indicated, the contents of this Employment Manual do not form part of your contract of employment. Where the policy or procedure reflects your statutory entitlements (such as the paternity leave and pay policy), the Trust will comply with the statutory entitlements in force at the relevant time.

4 **Queries:** If you have any queries about your contract of employment or this Employment Manual, please contact your Headteacher or the Trust's HR Team.

Roles and responsibilities

1 **Definitions:** within this Manual the terms below should be understood to mean:

1.1 **Trust** means Diocese of Salisbury Multi Academy Trust, the charitable company limited by guarantee registered number 08656655. The Trust operates under the trading name of the Diocese of Salisbury Academy Trust (DSAT)

1.2 **Director(s)** means a director of the Board of Diocese of Salisbury Academy Trust.

1.3 **Chief Executive Officer** means the Chief Executive Officer of the Trust.

1.4 **Finance Director** means the Finance Director of the Trust.

1.5 **Academy** means each and every Academy which is operated by the Trust as part of the multi-academy trust.

1.6 **Academy Standards and Ethos Committee** means a committee of the Board of Trustees constituted to advise the Trustees in respect of a particular Academy.

1.7 **Governor** means a member of the Academy Standards and Ethos Committee.

1.8 **Employees** means all staff who are employed by the Trust.

1.9 **Headteacher** means the Headteacher at each Academy.

1.10 **HR Team** means the HR Team who provide advice to DSAT

1.11 **Volunteer** means anyone who works at DSAT on a voluntary basis, without obligation or pay.

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 Academy Standards and Ethos Committees are expected to adopt this Manual for use in each Academy, to ensure that it is implemented effectively. It will be updated on an annual basis or as required from time to time by the Trustees.

2.3 The Trust's HR advisors are responsible for the day to day management of the Employment Manual and recommending any updates to the Trustees.

2.4 The Headteachers 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 Chief Executive Officer, Headteacher(s) and their designated senior colleagues, shall be responsible for managing the performance of all staff in the Trust, in accordance with policies within the Manual (which shall include grievance, disciplinary, capability, appraisal).

3.2 Appeals of employment matters against decisions made by the Headteacher at an Academy (or their delegate) will usually be heard by the Chief Executive Officer, a delegated senior colleague, or a panel of up to three members taken from Academy Standards and Ethos Committees or the Board of Trustees.

3.3 The management of Headteachers (including any disciplinary, capability, grievance and appraisal) shall usually be undertaken by senior Trust leaders, as delegated by the Chief Executive Officer.

3.4 Appeals brought by Headteachers shall normally be heard by the Chief Executive Officer, a designated senior colleague, or a panel of up to three Trustees.

3.5 Senior Trust leaders, as delegated by the Chief Executive Officer, shall be responsible for the management of staff who are not employed at a particular Academy.

3.6 Appeals brought by staff who are not employed at an Academy will normally be heard by the Chief Executive Officer, a designated senior colleague, or a panel of up to three Trustees.

4 Notification and Reporting

4.1 Headteachers are required to notify the Chief Executive Officer and/or the HR Team on receipt of a grievance, or whistleblowing complaint and prior to instigating the capability or disciplinary procedure.

4.2 Headteachers are required to notify the Chair of the Academy Standards and Ethos Committee 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 HR Team will include any such notifications in regular reports to the Board of Trustees.

4.3 The Chief Executive Officer, in conjunction with the HR Team, 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 Chief Executive Officer 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 Chief Executive Officer shall generally delegate this responsibility to the Headteacher of each Academy.

6 Volunteers

The Trust is grateful for a wide range of volunteers who support the activities of DSAT. The majority of the policies in this Employment Manual apply to employed staff. However, we would draw volunteers' attention to the following policies which they are expected to adhere to;

- Equal Opportunities
- Dignity at Work
- Code of Conduct
- Health and Safety at work
- Data Protection policy
- IT Acceptable Use policy
- Social Media policy
- Smoking, Drugs and Alcohol Policy
- Anti-Bribery and Corruption Policy

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. 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**):

1.1 *Keeping children safe in education* (September 2023) (**KCSIE**):

1.1.1 KCSIE also refers to the non-statutory advice for practitioners: *What to do if you're worried a child is being abused* (March 2015).

1.2 *Working together to safeguard children* (March 2018) (**WT**):

1.2.1 WT refers to the non-statutory advice: *Information sharing* (March 2015).

1.3 *Prevent Duty Guidance: for England and Wales* (2015) (**Prevent**). Prevent is supplemented by non-statutory advice and a briefing note:

1.3.1 *The Prevent duty: Departmental advice for schools and childminders* (June 2015);

1.3.2 *Channel duty guidance: Protecting vulnerable people from being drawn into terrorism* (2015)

1.3.3 *The use of social media for online radicalisation* (July 2015).

1.4 Guidance on female genital mutilation, to include:

1.4.1 *Multi-agency statutory guidance on female genital mutilation* (July 20220)

1.4.2 Home Office statutory guidance *Mandatory reporting of female genital mutilation: procedural information* (October 2015).

1.4.3 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.

2 The purpose of the Code is to:

2.1 confirm and reinforce the professional responsibilities of all Staff;

2.2 clarify the legal position in relation to sensitive aspects of **Staff** / pupil relationships and communication including the use of social media;

2.3 set out the expectations of standards and behaviour to be maintained within the Trust; and

2.4 to help adults establish safe practices and reduce the risk of false accusations or improper conduct.

3 **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, consultants, contractors, casual and agency staff students and volunteers.(collectively referred to as staff in this policy)

4 **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 unless there is a good reason not to follow it in a particular case. 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. Failure to comply with the rules and obligations in this Code could lead to disciplinary action being taken against you.

4 **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, to the Headteacher, Line Manager or the Chief Executive Officer if the wrongdoing is in relation to the Headteacher. The Trust operates a Whistleblowing Policy which is contained within this Employment Manual.

5 **Application with other policies:** The Code should be read in conjunction with the Trust's Child Protection and Safeguarding Policy and Procedures, Disciplinary Policy and Whistleblowing Policy.

Guiding principles

6 **Principles for all Staff**

6.1 All Staff should put the wellbeing, development and progress of all pupils first by:

6.1.1 taking all reasonable steps to ensure the safety and wellbeing of pupils under their supervision;

6.1.2 using professional expertise and judgment for the best interests of pupils in their care;

6.1.3 demonstrating self-awareness and taking responsibility for their own actions and for providing help and support to pupils;

6.1.4 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;

6.1.5 being familiar with the Trust's Child Protection and Safeguarding Policy and Procedures;

6.1.6 reading and understanding Annex A, of KCSIE (September 2023)

6.1.7 knowing the role, identity and contact details of the current Designated Safeguarding Lead and their Deputy;

6.1.8 knowing the role, identity and contact details of the Nominated Safeguarding Trustee and Governor at the respective Academies; and

6.1.9 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.

6.2 All Staff should safeguard and promote the welfare of children by recognising low level concerns by:

6.2.1 All staff are responsible for safeguarding children and promoting their welfare. This means that employees are required to take action to protect children from maltreatment, prevent impairment of children's health or development and ensure that children grow up in circumstances consistent with the provision of safe and effective care. This will enable all children to have the best outcomes.

6.2.2 All staff should be prepared to identify children who may benefit from early help. Early help means providing support as soon as a problem emerges at any point in a child's life, from the foundation years through to the teenage years.

6.2.3 All staff must be aware of the signs of abuse and neglect and know what action to take if these are identified.

6.2.4 All staff must be aware of low level concerns, no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:

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

Examples of such behaviour could include, but is not limited to:

- being over friendly with children
- having favourites;
- taking photographs of children on their mobile phone;
- engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or,
- humiliating children

6.2.5 To do this, staff must have fully read and understood our child protection/safeguarding/any other relevant policies, be aware of our systems for keeping children safe and must follow the guidance in these policies at all times.

6.2.6 All staff must cooperate with colleagues and with external agencies where necessary.

6.3 All Staff should demonstrate respect for diversity and take steps to promote equality by:

6.3.1 acting appropriately and in accordance with this Code of Conduct, towards all pupils, parents, guardians or carers and colleagues;

6.3.2 complying with the Trust's Equal Opportunities and Dignity at Work policies and this Code of Conduct;

6.3.3 addressing issues of discrimination and bullying whenever they arise; and

6.3.4 helping to create a fair and inclusive environment.

6.4 All Staff should work as part of a unified Staff body by:

6.4.1 developing productive and supportive relationships with colleagues;

6.4.2 exercising any management responsibilities in a respectful, inclusive and fair manner;

6.4.3 complying with all Trust and Academy policies and procedures;

6.4.4 participating in the Trust's development and improvement activities;

6.4.5 recognising the role of the Trust and the Academies in the life of their respective local communities; and

6.4.6 upholding the reputation of the Trust and its Academies and their standing within their respective local communities and building trust and confidence in them.

6.5 All Staff should understand that the Trust has a legal duty to have regard to the need to prevent people from being drawn into terrorism, and consequently should be aware of:

6.5.1 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;

6.5.2 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

6.5.3 how to obtain support for people who may be being exploited by radicalising influences.

6.6 All Staff should maintain public trust and confidence in the Trust and in their profession by:

6.6.1 demonstrating honesty and integrity;

6.6.2 understanding and upholding their duty to safeguard the welfare of children and young people;

6.6.3 maintaining reasonable standards of behaviour whether inside or outside of normal School hours and whether on or off Trust premises; and

6.6.4 maintaining an effective learning environment.

6.7 All Staff should ensure that their conduct inside and outside of school is in keeping with the required standards by:

6.7.1 never behaving in a way either inside or outside of work which could cause harm to a child

6.7.2 never committing a criminal offence either inside or outside of work

6.6.3 never behaving in a way towards a child, either inside or outside of work , which could indicate that you pose a risk of harm to children

6.7.4 never behaving in a way, either inside or outside of work, that could indicate that you may not be suitable to work with children

7 **Additional principles for teachers**

7.1 Since October 2015, teachers must report to the police cases where they discover (either through disclosure by the victim or visual evidence) that an act of female genital mutilation appears to have been carried out. Unless the teacher has a good reason not to, they should still consider and discuss any such case with the Designated Safeguarding Lead and involve children's social care as appropriate. It will be rare for teachers to see visual evidence, and they should not be examining pupils.

7.2 Teachers should take responsibility for maintaining the quality of their teaching practice by:

7.2.1 meeting the professional standards for teaching applicable to their role and position within the Academy;

7.2.2 reflecting on their current practice and seeking out opportunities to develop knowledge, understanding and skills;

7.2.3 helping pupils to become confident and successful learners; and

7.2.4 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

8 **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.

9 **Sexual contact:** Staff must not:

10.1 have any type of sexual relationship with a pupil or pupils;

10.2 have sexually suggestive or provocative communications with a pupil;

10.3 make sexual remarks to or about a pupil; and

10.4 discuss their own sexual relationships in the presence of pupils.

10 **Abuse of a position of trust and Inappropriate relationships with 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 Academy 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 Academy 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 Academy, even if over the age of 18.

11 **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 Academy 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 at the Academy. Whilst not a criminal offence, the Trust considers it inappropriate for Staff to form inappropriate relationships with a pupil of any school, irrespective of their age.

12 **General guidance:** You should be aware of the general guidance that will apply in all cases. In particular you:

12.1 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;

12.2 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;

12.3 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 within 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;

12.4 must be familiar with the local reporting guidelines and the Local Safeguarding Children Board reporting threshold document in respect of any concerns relating to children;

12.5 must be familiar with procedures for handling allegations against Staff as set out in the Trust's Allegations and concerns raised in relation to staff, supply staff, contractors and volunteers Policy, Child Protection and Safeguarding Policy and Procedures and Whistleblowing Policy;

12.6 must seek guidance from the Designated Safeguarding Lead if you are in any doubt about appropriate conduct; and

12.7 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.

13 **Behaviour giving particular cause for concern:** You should take particular care when dealing with a pupil who:

13.1 appears to be emotionally distressed, or generally vulnerable and / or who is seeking expressions of affection;

13.2 appears to hold a grudge against you;

13.3 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

13.4 may have reason to make up an allegation to cover the fact that he or she has not worked hard enough for public examinations.

14 **Procedure to be followed in these cases:** Some of these behaviours may be indications that a child has been, or is currently suffering from abuse and should therefore be reported to the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures.

15 **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, whether contemplated in these guidelines or not, must be recorded and reported 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.

16 **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 Academy premises and whenever pupils are engaged in authorised school activities, whether on Trust or Academy premises or elsewhere.

General conduct

17 **Academy property:** You must take proper care when using Trust or Academy property and you must not use Trust or Academy property for any unauthorised use or for private gain.

18 **Use of premises:** You must not carry out on Trust or Academy premises any work or activity other than pursuant to your terms and conditions of employment without the prior permission of the Headteacher.

19 **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 Academy community, a member of the public, or bring the Trust or one of its Academies 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 any Academy.

Meetings with pupils

20 **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:

20.1 when working alone with a pupil is an integral part of your role, conduct and agree full risk assessments with the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher;

20.2 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;

20.3 arrange the meeting during normal school hours when there are plenty of other people about;

20.4 do not continue the meeting for any longer than is necessary to achieve its purposes;

20.5 avoid sitting or standing in close proximity to the pupil, except as necessary to check work;

20.6 avoid using "engaged" or equivalent signs on doors or windows;

20.7 avoid idle discussion;

20.8 avoid all unnecessary physical contact and apologise straight away if there is accidental physical contact;

20.9 avoid any conduct that could be taken as a sexual advance;

20.10 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

20.11 report any situation where a pupil becomes distressed or angry to the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher.

21 **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 Headteacher or a delegated Senior Leader. If you are holding such a meeting, you should inform colleagues before the meeting.

22 **Home visits:** In some circumstances home visits are necessary. You should:

22.1 discuss the purpose of any visit with the Headteacher or a delegated Senior Leader and adhere to any agreed work plan / contract;

22.2 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;

22.3 not visit unannounced if this can be avoided;

22.4 leave the door open where you will be alone with pupils;

22.5 keep records detailing times of arrival and departure, and work undertaken;

22.6 ensure that any behaviour or situation that gives rise to a concern is reported and actioned;

22.7 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

22.8 have a mobile telephone and an emergency contact.

Language and appearance

23 **Language:** You should use appropriate language at all times. You should:

23.1 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.);

23.2 avoid any form of aggressive or threatening words;

23.3 avoid any words or actions that are over-familiar;

23.4 not swear, blaspheme or use any sort of offensive language in front of pupils;

23.5 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

23.6 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.

24 **Dress:** You should dress appropriately and in a professional manner. Dress must not be offensive, distracting, revealing, or sexually provocative, embarrassing or discriminatory. Political or other contentious slogans or badges are not allowed.

The use of force or physical restraint

25 **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. However, by law, Staff who are authorised by the Headteacher to have control or charge of pupils, may use such force or physical contact as is reasonable and proportionate in the circumstances to prevent a pupil from doing, or continuing to do any of the following:

25.1 committing a criminal offence;

25.2 injuring themselves or others;

25.3 causing damage to property, including their own; or

25.4 engaging in any behaviour prejudicial to good order and discipline at the Academy or among any of its pupils, whether that behaviour occurs in a classroom or elsewhere.

26 **Application of code of restraint:** This applies when a teacher, or other authorised person, is on Trust or Academy premises and when he or she is in control or charge of the pupil elsewhere, for example on a field trip or other authorised out of school activity. It only applies where no other form of control is available and where it is necessary to intervene.

27 **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.

28 **Inform senior staff:** You should inform the Headteacher or their designated Deputy Senior Leader 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 Headteacher or designated Senior Leader will advise as to when parents should be contacted.

29 **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.

30 **Using reasonable force:** There is no legal definition of "reasonable force". It will always depend on the circumstances. Note that:

30.1 any use of force should be proportionate to the behaviour of the pupil involved and the seriousness of the harm prevented;

30.2 physical force could not be justified to prevent a pupil from committing a trivial misdemeanour;

30.3 any force should always be the minimum needed to achieve the desired result; and

30.4 whether it is reasonable to use force and the degree of force that could be reasonably employed might also depend on the age, understanding and sex of the pupil.

Physical contact in other circumstances

31 **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.

32 **Guidance on using physical contact:** You should observe the following guidelines (where applicable):

32.1 explain the intended action to the pupil;

32.2 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;

32.3 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

32.4 consider alternatives if it appears likely that the pupil might misinterpret the contact.

33 **Report concerns:** If you are at all concerned about any instance of physical contact, inform the Headteacher or designated Senior Leader without delay, and make a written record in the incident book and on the pupil's file if necessary.

34 **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 always notify the Headteacher or designated Senior Leader when comfort has been offered, record the action and should seek guidance if unsure whether it would be appropriate in a particular case.

35 **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 first aid, health and safety at work rules and intimate care guidelines, and parents, guardians or carers should be informed. Staff should:

35.1 adhere to the Trust's policies on first aid and administering medication;

35.2 comply with the necessary reporting requirements;

35.3 make other adults aware of the task that is being undertaken;

35.4 explain what is happening;

35.5 report and record the administration of first aid;

35.6 have regard to any health plans; and

35.7 ensure that an appropriate health / risk assessment is undertaken prior to undertaking certain activities.

36 **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. You should:

36.1 avoid physical contact or visually intrusive behaviour when children are undressed;

36.2 announce yourself when entering changing rooms and avoid remaining unless required;

36.3 not shower or change in the same place as children; and

36.4 not assist with any personal care task which a pupil can undertake themselves.

37 **Intimate care:** Sometimes intimate care is required, for example when assisting with toileting or removing wet clothes. You should:

37.1 comply with the Trust's intimate care guidelines;

37.2 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;

37.3 explain to the child what is happening;

37.4 comply with applicable professional codes of practice, as appropriate; and

37.5 comply with regularly reviewed, formally agreed plans, as appropriate.

38 **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.

39 **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

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

40.1 not give pupils your home address, home telephone number, mobile telephone number or email address;

40.2 not send personal communications (such as birthday cards or faith cards, text messages etc.) to children unless agreed with the Headteacher or Senior Leader;

40.3 not make arrangements to meet pupils, individually or in groups, outside school other than on school trips authorised by the Headteacher or designated Senior Leader;

40.4 avoid contacting pupils at home unless this is strictly necessary, and you should keep a record of any such occasion;

40.5 not give a pupil a lift in your own vehicle other than on Academy business and with permission from the Headteacher or designated Senior Leader;

40.6 avoid inviting pupils (groups or individuals) to your home unless there is a good reason and it has been approved by the Headteacher or designated Senior Leader. This prohibition also applies if you have on site accommodation;

40.7 report and record any situation which may place a child at risk or which may compromise the Academy's or your professional standing;

40.8 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

40.9 never engage in secretive social contact with pupils or their parents, guardians or carers.

41 **Staff parents:** It is acknowledged that the children of Staff attend the Academy as pupils from time to time and that they are therefore likely to have social contact with fellow pupils outside of normal school hours. It is accepted that this may result in pupils being invited into the homes of Staff. Where this happens Staff must always adhere to the standards set out in this Code. Staff must report any concerns that arise to the Designated Safeguarding Lead and should seek additional support as required to manage such concerns.

42 **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 Headteacher or designated Senior Leader.

43 **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 Headteacher or designated Senior Leader informed of such relationships.

44 **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 Academy. There are separate, more detailed guidelines for school trips in the Educational Visits Policy. The principles of this guidance also apply to contact with children or young people who are pupils at another school.

45 **Transporting pupils:** There may be some situations when Staff are required to transport pupils. You should:

45.1 ensure that you are fit to drive and free from any substances that may impair your judgement or ability to drive;

45.2 be aware that until the pupil is passed over to a parent / carer, you have responsibility for that pupil's health and safety;

45.3 record the details of the journey;

45.4 record, be able to justify impromptu or emergency lifts and notify the Headteacher or designated Senior Leader;

45.5 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

45.6 wherever practicable, you should avoid using private vehicles and should try and have one adult additional to the driver to act as an escort.

46 **After school activities:** When taking part in after school activities, you should:

46.1 be accompanied by another adult unless otherwise agreed with the Headteacher or designated Senior Leader;

46.2 undertake a risk assessment; and

46.3 obtain parental consent.

47 **Educational visits:** When taking part in educational visits, you should:

47.1 follow the Trust's Educational Visits Policy;

47.2 be accompanied by another adult unless otherwise agreed with the Deputy Headteacher or designated Senior Leader;

47.3 undertake a risk assessment;

47.4 obtain parental consent; and

47.5 never share bedrooms unless in a dormitory situation and arrangements have been discussed and agreed previously with Headteacher or designated Senior Leader and where appropriate parents, guardians or carers and pupils.

48 **Overnight supervision:** Where overnight supervision is required to preserve the integrity of the examination process:

48.1 you should ensure that a risk assessment has been undertaken and that all members of the household have had the appropriate checks;

48.2 arrangements should be made with and agreed by parents, guardians or carers and the pupil;

48.3 one to one supervision should be avoided where possible;

48.4 choice, flexibility and contact with "the outside world" should be incorporated, so far as it is consistent with appropriate supervision and the Trust's guidelines;

48.5 whenever possible, independent oversight of the arrangements should be made; and

48.6 any misinterpretation, misunderstanding or complaint should be reported.

Communication with pupils (including the use of technology)

49 **Communicating with children and parents, guardians or carers:** All communication with children or parents, guardians or carers should conform to Trust and Academy policy and be limited to professional matters. Except in an emergency communication should only be made using Trust / Academy property.

50 **Application:** These rules apply to any form of communication including new technologies (including 3G / 4G / 5G 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.

51 **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 the Headteacher or designated Senior Leader 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 not be responded to and should be reported to the Headteacher or designated Senior Leader and recorded.

52 **Acceptable use:** Adults must establish safe and responsible online behaviours and must comply with the IT Acceptable Use Policy, Social Media Policy and the mobile telephone protocol. Adults should report to senior colleagues, any new and emerging technologies which may have a bearing on Trust 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:

52.1 ensure that your own personal social networking sites are set as private and ensure that pupils are not approved contacts;

52.2 ensure that you do not use any website or application, whether on a Academy, Trust or personal device, which publicly identifies your location while on Trust premises or otherwise in the course of your employment;

52.3 never use or access social networking sites of pupils and do not use internet or web-based communication channels to send personal messages to pupils;

52.4 do not use your own equipment (e.g. mobile telephones) to communicate with pupils - use equipment provided by the Trust or Academy and ensure that parents, guardians or carers have given permission;

52.5 only make contact with pupils for professional reasons; and

52.6 recognise that text messaging should only be used as part of an agreed protocol and only when other forms of communication are not possible.

53 **Personal details:** Adults should not give their personal contact details to pupils, including email addresses, home addresses, home or mobile telephone numbers, unless the need to do so is agreed with the Headteacher or designated Senior Leader and parents, guardians or carers.

54 **Personal mobile telephones and electronic devices**: 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 switched be off except in the case of an emergency and be kept out of sight of parents or pupils.

55 **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 Child Protection and Safeguarding Policy and Procedures, disciplinary action and / or criminal investigations. This also includes communications through internet based websites.

Code of conduct for photographs and videos

56 **Permission required:** You should seek permission from the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher, before taking photographs or video camera footage of any pupils in class, at any Academy events or on a trip. You should also seek permission before displaying these photographs. You must not take images of children using personal mobile telephones. Appropriate consents for taking and displaying photographs should be obtained from parents, guardians or carers where appropriate.

57 **Consent:** Subject to paragraph 61 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. The consent obtained must be specific for the purpose that the photographs will be used for - for instance if the photographs will be used in a school promotion, specific consent should be obtained for this use, and the photographs should not then be used for any other use without new consent being requested and obtained. There are additional rules around seeking consent. Please see the Guidance for Staff on the use of Photographs and Videos of Pupils by the School for further information. Any consent will need to be sought from either the parent, the pupil or both depending on the maturity of the pupil.

58 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 Academy Finance Officer/Business Manager or Administrator, if you require guidance on whether consent should be obtained.

59 Some pupils cannot be featured in photographs or videos under any circumstances (for example, because of safeguarding concerns). Please speak to the Academy Finance Officer/Business Manager or Administrator if you are unsure to which pupils this applies.

60 **Guidance where permission obtained:** Where permission has been obtained, the following should be considered:

60.1 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;

60.2 all images should be made available in order to determine acceptability;

60.3 images should not be made during one-to-one situations;

60.4 ensure that the pupil is appropriately dressed;

60.5 ensure that the pupil understands why the images are being taken and has agreed to the activity;

60.6 only use equipment provided or authorised by the Trust or Academy;

60.7 if a photograph or video is to be displayed in a place to which the public have access 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 64 below for further guidance on consent;

60.8 all images of children should be stored securely and only accessed by those authorised to do so; and

60.9 images must not be taken secretively.

61 **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:

61.1 where the pupil is in Year 7 or below, consent should be sought from a parent, guardian or carer;

61.2 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;

61.3 where the pupil is in Year 12 or 13 then only the pupil's consent will need to be obtained.

62 **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.

63 Staff must not post disparaging or defamatory statements about our School/Trust, our students or their parents or carers; our governors or staff; suppliers and vendors; and other affiliates and stakeholders. Staff should avoid social media communications that might be misconstrued in a way that could damage our School / Trust's reputation, even indirectly.

64 If you see content in social media that disparages or reflects poorly on our School / Trust or our stakeholders, you should print out the content and contact the Head Teacher or another senior officer. All staff are responsible for protecting our School / Trust's reputation.

65 **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 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 ICT network, or via 3G, 4G or 5G, whether or not on a Academy, Trust or personal device. You should not allow unauthorised access to Trust or Academy 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 under 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

66 **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.

67 **If a gift is received:** If you receive a gift from a pupil or parent you should:

67.1 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 £20

. The Headteacher may in their absolute discretion require you to decline the gift; and

67.2 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.

68 **Giving gifts and rewards:** Where you are thinking of giving a gift or reward:

68.1 it should only be provided as part of an agreed reward system;

68.2 in all cases except the above, the gift or reward should be of little monetary value and should be discussed and agreed with the Deputy Headteacher or designated Senior Leader and where appropriate the parent, guardian or carer;

68.3 selection processes should be fair and where possible should be agreed by more than one member of Staff; and

68.4 gifts should be given openly and not based on favouritism.

69 **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.

Alcohol and Substance Misuse

70 Staff are expected to arrive at work fit to carry out their job and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

71 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. Therefore the Trust will seek, where appropriate, to treat these problems in a similar way to other health issues. Support may be provided at this point, in order to aid a full recovery, allowing a return to work/effective performance and the full range of duties.

Childcare Disqualification

72 **Offence:** The Childcare Act 2006 and the Childcare (Disqualification) Regulations 2009 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**).

73 **EYP** includes usual Academy activities and any other supervised activity for a "young child" which takes place on the Academy 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).

74 **LYP** includes provision for children not in EYP and under the age of 8 which takes place on Academy 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.

75 "**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.

76 **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.

77 **Duty of disclosure:** Staff in a Relevant Role are under an on-going duty to immediately notify the Academy if their circumstances 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.

78 **Ofsted:** Where the Academy 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 Academy is under a duty to report the circumstances of the disqualification to Ofsted.

79 **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.

Reporting Obligations

80 **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.

81 **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 may be held with leavers.

82 We will investigate allegations made against agency workers with the cooperation of the agency. Whilst we may decide to cease using the services of an agency worker, this will not prevent us from investigating allegations and liaising with the Local Authority Designated Officer (LADO) to determine a suitable outcome. We expect agency workers and agencies to cooperate with our investigations and with external agencies where applicable.

83 We will discuss with the agency whether it may be appropriate for them to consider suspending an agency worker, or whether we are prepared to redeploy an agency worker during an investigation.

84 **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 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 Academy, with a report being presented to the Governors without delay.

85 **Resignation:** If a member of Staff tenders his or her resignation, or ceases to provide his or her services to the Academy at a time when child protection concerns exist in relation to that person, those concerns will still be investigated in full by the Academy and a referral will be made to the Disclosure and Barring Service as soon as possible if the criteria for a referral are met.

86 Teaching Regulation Agency **(previously known as the National College for Teaching and Leadership):** Where a teacher has been dismissed, or would have been dismissed had they not resigned, separate consideration will be given as to whether a referral to the Teaching Regulation Agency should be made.

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, gender definition, intersex and non-binary, race, colour, disability, sexual orientation, ethnic or national origin 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 and consultants and volunteers who are not our employees, but who work at one or more of the Academies (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. This also applies on work-related trips or events including social events 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 Chief Executive Officer 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 Chief Executive Officer and the Trustees have delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the HR Team.

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 HR Team.

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. When recruiting or on promotion, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. 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.

We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance, name or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original specified documents before employment starts to satisfy current immigration legislation. The list of acceptable documents is available from the Trust's People Administrator.

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.

13. Applying our policy when terminating employment

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

We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

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 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 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 or you have witnessed discrimination 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 discriminatory behaviour, 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 We will also monitor and review the treatment and outcomes of any complaints of discrimination, harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

Staff Wellness Policy

1 This policy seeks to promote positive mental health and wellness of all staff. We are committed to employee health, ensuring that everyone recognises their role in supporting wellness for themselves and others. As a Trust we seek to support psychological health, health promotion initiatives, communication and training on health issues. We make available a range of support for improving mental health for individuals, teams and the Trust as a whole.

2 We encourage openness in relation to mental health and wellness. We want to avoid any stigma and ask staff to reach out when it is needed. Mental health covers a wide spectrum of situations – from those experiencing positive mental health and wellness to those who are facing significant challenges. Our aim is to meet people where they are and provide whatever support may be needed.

3 The aim of this policy is to demonstrate the Trust's commitment to the promoting positive mental health and wellness of employees in its broadest, holistic sense, such that all can thrive. We seek to facilitate different functions and specialists across a range of services in order to help employees improve health and wellness. Improving employees' wellness and their ability to balance work and home life will ultimately lead to better care of and outcomes for children.

4 This policy applies to all staff and, where applicable, those supporting schools in a voluntary capacity.

Responsibilities

5 The Trust has a legal duty of care to employees to ensure health at work, as set out in the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1999. The Equality Act 2010 also has significant bearing here.

6 The Trust will give regard to ACAS, Government and Health & Safety Executive guidance on this topic, as well as other significant contributors to mental health support.

7 The Trust seeks to operate in a way that minimises harm to employees' mental health, for example by ensuring that the demands of jobs are not unacceptable and that policies and procedures in place to support individuals experiencing mental ill health at work. We recognise the demands of working in the education sector and cannot negate all associated pressures, but are committed to securing on-going improvement.

8 The Trust will put in place measures to prevent and manage risks to employee wellness, together with appropriate training and individual support. It will also seek to foster a positive wellness culture by the way it acts, through the work of the Wellness Group, and by incorporating these principles into training and other initiatives.

9 Leaders / Line managers

Line managers will seek to do all they can to strengthen staff wellness. They must familiarise themselves with the Health and Safety Executive's stress management standards and use these to mitigate psychological risks in their teams. For example, they should ensure that employees understand their role within the team and receive the necessary information and support to do their job. They must also familiarise themselves with the Trust's policies on diversity and tackling inappropriate behaviour to support staff where necessary. Leaders should also familiarise themselves with the ACAS guidance on supporting mental health at work.

10 Line managers will look to take steps to reduce risks to staff wellness.

- Have an understanding of mental health issues and potential causes of this
- Make a commitment to improve mental health at work
- Champion awareness of mental health issues and fight any stigma attached to this
- Identify ways to improve workplace wellness
- Tackle the causes of mental ill health where possible
- Ensure staff have resources and support, and know where to access support to help them fulfil their responsibilities

Examples of how this can be achieved are as follows:

- Ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications;
- Keeping employees in the team up to date with developments at work and how these might affect their job and workload;
- Ensuring that employees know who to approach with problems concerning their role and how to pursue issues with senior leaders;
- Making sure jobs are designed fairly and that work is allocated appropriately between teams;
- Ensuring that workstations and working environments are regularly assessed to ensure that they are appropriate and fit for purpose;
- Ensuring staff have resources and support if they are suffering from mental health related issues;
- Engaging with employee representatives on ways to promote positive mental health;
- Educating staff about ways to enhance and preserve their wellness.

11 Early intervention

At all stages, where there are concerns in relation to mental health and wellness more generally, the focus will be on early intervention to support staff to stay in work and to be able to come through without the need for on-going absence. We recognise that time off from work may be appropriate but we also recognise the additional stress this can bring. A package of wellness advice and support, including free access to counselling, is available to all staff. This can be through self-referral.

12 Human resources support

The Trust works proactively with its HR advisors to protect the wellness of employees, assisting line managers in supporting individuals, and liaising as appropriate with occupational health and other medical professionals, with the object of helping employees to maintain good psychological health.

The Trust seeks to operate practices and policies that provide high quality provision for children and enable staff to achieve a satisfactory balance between their work and other commitments, adhering to the working limits set out in the Working Time Regulations 1998.

Occupational health support

13 Occupational health

The Trust has engaged occupational health professionals who will provide a comprehensive service designed to help employees stay in work, or to return to work, after experiencing mental health problems. This will include preparing medical assessments of individuals' fitness for work following referrals from the Trust, liaising with GPs and working with individuals to secure their future wellness and success.

14 Occupational health professionals will play a critical part in developing rehabilitation plans for employees returning to work after absences related to mental ill health, and work with GPs and line managers on designing work plans and environments that ensure successful rehabilitation. Advice will also be taken from our occupational health professionals regarding design and implementation of any suitable health promotion and lifestyle management programmes, including initiatives on managing pressure and ongoing health conditions at work.

15 Line managers can contact the organisation's occupational health service. Employees can also speak to their line managers if they would like to be considered for support from occupational health. A comprehensive occupational health service is available, from individual health screening to the design of return-to-work plans for those rehabilitating after a period of long-term sickness absence.

16 Counselling – all staff are able to access a free counselling service. Details are available through the website or the Trust office.

17 Workplace wellbeing services provided by the Trust and occupational health include:

- workstation assessments;
- pre-employment screening;
- fitness-for-work assessments;
- eye tests for users of visual display screen equipment;
- post-incident support;
- designing and advising on health promotion initiatives; and
- health and safety training.

18 If employees believe that their work, or some aspect of it, is putting their wellbeing at risk they should, in the first instance, speak to their line manager. The discussion should cover workload and other aspects of job demands, and raise issues such as identified training needs.

19 A referral to the occupational health team will be made if this is considered appropriate after an employee's initial discussion with their manager or the HR department. Discussions between employees and the occupational health professionals are confidential, although the occupational health team will provide a report on the employee's fitness to work, and any recommended adaptations to the working environment, to the Trust.

20 Other measures that the Trust is currently developing to support employees in maintaining health and wellness include:

- Regular surveys with following actions, led by school and Trust leaders as appropriate
- Strengthening the work of the Wellness Group and their link to in-school wellness champions

- Development of a one-stop shop webpage on the Trust's website
- Access to discount schemes
- Subsidised gym/sports facilities
- Access to counselling and other wellness advice services
- A comprehensive wellness package available through our absence insurance provider
- Access to financial planning and retirement planning advice
- Menopause support and a detailed menopause policy

21 Employees

Staff will be supported in taking responsibility for managing their own wellness, by encouraging good health behaviours and informing the Trust if they believe work or the work environment poses a risk to their health. Any health-related information disclosed by an employee during discussions with leaders or the advisors is treated in confidence. However, it needs to be recognised that, in supporting employees, some degree of information sharing is likely to be necessary. As part of the application of this policy, the Trust may collect, process and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of the **Data Protection Legislation** (being (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998). Records will be kept in accordance with our Staff Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation.

Health promotion initiatives

22 The Trust will develop a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellness. The Headteacher, Chief Executive and our HR advisors will have primary responsibility for implementing these programmes, but line managers and employees will be expected to participate. The Wellness Group will work with school-based wellness champions to ensure that information is shared regularly and that initiatives are promoted and supported. These programmes will be evaluated to determine their effectiveness.

23 The programmes may cover:

- stress management;
- time management;
- lifestyle behaviours (for example in relation to alcohol, drugs and smoking);
- developing an action plan to change attitudes towards mental ill health;
- physical activity and fitness;
- disability awareness;
- bullying and harassment;
- handling violence and traumatic incidents at work;
- career and retirement planning.

24 Employees will also be encouraged to establish staff clubs and groups designed to foster wellness, for example walking, running or exercise clubs.

Training and communications

25 Leaders and staff will regularly discuss individual training needs to ensure that employees have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of organisational change.

26 Leaders and line managers will receive training so they are able to recognise the symptoms and causes of mental ill health

27 Employees will receive mental health awareness training so they are able to recognise the symptoms of mental ill health in themselves and others, in addition to recognising causes

28 Leaders and employees are encouraged to participate in communication/feedback exercises, including stress audits and staff surveys. All employees are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications and Trust-wide methods. Conversation is encouraged above electronic communication wherever possible, recognising the additional pressures that email and the like can bring.

29 The Trust will ensure that structures exist to give employees regular feedback on their performance, and for them to raise concerns.

30 The Trust will consider special communication media during periods of Trust change.

Relationship with other policies

This staff wellness policy should be read in conjunction with other policies and procedures within the Trust's Employment Manual, as well as other resources made available by the Trust on an on-going basis through its website and other communication channels.

Our website is being developed on an on-going basis to extend the range of links to wellness advice and support.

https://www.dsat.org.uk/wellness/

Dignity at work policy

Introduction

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

2 **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.

Legal framework and personnel

3. The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, gender definition, intersex and non-binary, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics). The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress. Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.

4 **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.

5 **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 Headteachers.

6 **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.

7. **Employee's responsibility:** All employees are responsible for treating their colleagues with dignity, and for the success of this policy 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 Headteacher. Questions about this policy should be directed to the HR Team.

What are harassment and bullying?

8 **Types of harassment:** Harassment occurs when:

8.1 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. It also includes treating someone less favourably because they have submitted or refused to submit to such

behaviour in the past. 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.

8.2 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.

8.3 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.

9 **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.

10 **Examples of harassment:** Examples of harassment might include: (not an exhaustive list):

10.1 unwanted physical contact, ranging from touching or brushing against another employee's body; to assault or coercing sexual relations;

10.2 unwelcome sexual advances, propositions or pressure for sexual activity;

10.3 continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;

10.4 offensive or intimidating comments by colleagues or third parties;

10.5 suggestions that sexual favours may further an employee's career or that refusal of sexual favours may hinder it;

10.6 the display of pictures, objects or written materials that may be considered pornographic or offensive to particular ethnic or religious groups;

10.7 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;

10.8 insensitive jokes or pranks;

10.9 shunning an employee, for example, by deliberately excluding him or her from conversation.

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

11 **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.

12 **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 Academies and on or off Trust or Academy premises.

13 **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 Headteacher or the Chief Executive Officer if not employed in an Academy.

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

14 **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.

15 **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 line manager, you should ask the person at the next level of management to speak to him or her.

16 **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.

17 **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

18 **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 Headteacher or Line Manager , whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns the Headteacher or Line Manager, you should refer it to the Chief Executive Officer. If the matter concerns the Chief Executive Officer, you should refer it to one of the Trustees.

19 **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 the circumstances.

20 **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

21 **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 to those individuals involved in the investigation. At the outset, either the Headteacher or Line Manager 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.

22 **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. The alleged harasser or bully will be notified of the allegation prior to the investigation, where appropriate, and be kept informed of decisions are they are made.

23 **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.

24 **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.

25 **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

26 **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 Headteacher or Line Manager within the five day period. You should submit your full written grounds of appeal to your Headteacher or Line Manager. Arrangements will then be made for your appeal to be heard by the Chief Executive Officer 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. There is no further right of appeal.

General

27 **Protection from victimisation:** Staff who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer from any form of retaliation or victimisation as a result.

Victimisation is subjecting a person to a detriment because he/she has in good faith:

- Complained (whether formally or otherwise) that someone has been bullying or harassing him/her or someone else; or
- Supported someone to make a complaint; or
- Given evidence in relation to a complaint.

This would include isolating someone or giving them a heavier or more difficult workload. If you believe you have suffered any such treatment you should inform the Headteacher. If the matter is not remedied you should raise it formally using our Grievance procedures or this procedure if appropriate.

Making a complaint or giving evidence that you know to be untrue may lead to disciplinary action being taken against you.

Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action.

If a complaint is made against you, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour that has caused offence that may well be the end of the matter.

28 **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. Details of the investigation and names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

Information about a complaint by or about an employee may be placed on the employee's personal file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with the Data Protection Act. Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

Procedure following termination of employment

29 **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.

Recruitment, selection and disclosure policy and procedure

1 Introduction

The Trust is committed to providing the best possible care and education to its pupils and to safeguarding and promoting the welfare of children and young people. The Trust is also committed to providing a supportive and flexible working environment to all its members of staff. The Trust recognises that, in order to achieve these aims, it is of fundamental importance to attract, recruit and retain staff of the highest calibre who share this commitment.

The aims of the Trust's recruitment policy are as follows:

- to ensure that the best possible staff are recruited on the basis of their merits, abilities and suitability for the position;
- to ensure that all job applicants are considered equally and consistently;
- to ensure that no job applicant is treated unfairly on any grounds including race, colour, nationality, ethnic or national origin, religion or religious belief, sex or sexual orientation, marital or civil partner status, disability or age;
- to ensure compliance with all relevant legislation, recommendations and guidance including the statutory guidance published by the Department for Education (**DfE**), *Keeping children safe in education* (Sept 2023) (**KCSIE**), the Prevent Duty Guidance for England and Wales 2015 (the **Prevent Duty Guidance**) and any guidance or code of practice published by the Disclosure and Barring Service (**DBS**); and
- to ensure that the Trust meets its commitment to safeguarding and promoting the welfare of children and young people by carrying out all necessary pre-employment checks.

Employees involved in the recruitment and selection of staff are responsible for familiarising themselves with and complying with the provisions of this policy.

2 Advertising

Any vacant position will normally be advertised via the appropriate channels to ensure the most appropriate field of applicants is obtained.

All advertisements will have the following statement about safeguarding children and young people and the requirement to have a DBS check:

The Trust is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment. All offers of employment are subject to an Enhanced DBS check, and where applicable, a prohibition from teaching check will be completed for all applicants.'

All advertisements will also include the following statement if the post is exempt from the Rehabilitation of Offenders Act 1974 and the amendments to the Exceptions Order 1975, 2013 and 2020:

'This post is exempt from the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020). This means that certain convictions and cautions are considered 'protected' and do not need to be disclosed to employers, and if they are disclosed, employers cannot take them into account. Guidance about whether a conviction or caution should be disclosed can be found on the Ministry of Justice website:

https://www.gov.uk/government/publications/new-guidance-on-the-rehabilitation-of-offenders-act-1974.'

Under Part 7 of the Immigration Act 2016, the Public Sector fluency duty requires state funded schools to ensure candidates for their customer facing roles have the necessary standard of spoken English (or English or Welsh in Wales). For example, a teaching assistant required to communicate with pupils to support their learning, would be viewed as operating in a public-facing role. Adverts (and Job Descriptions) should make clear the necessary standard of spoken English or Welsh required for the role.

All applicants will be provided with a copy of our Recruitment Privacy Notice which sets out how we will gather, process and hold personal data of individuals during and after the recruitment process.

3 Recruitment and selection procedure

All applicants for employment will be required to complete an **application form** containing questions about their academic and employment history and their suitability for the role. Should there be any gaps in academic or employment history, a satisfactory explanation must be provided. A curriculum vitae will not be accepted in place of the completed application form.

Applicants will receive a job application pack which will include information about the Trust an application form, equal opportunities form, and a job description and person specification for the role applied for. Application forms, job descriptions, person specifications and the Academy's / Trust's Child Protection Policy are available to download from the Academy's or the Trust's website alongside the advertisement. Paper copies can be provided on request. The applicant may then be invited to attend a **formal interview** at which his / her relevant skills and experience will be discussed in more detail.

The School/Trust may conduct searches, either themselves or through a third party, of the online presence and publicly available social media content of shortlisted candidates to identify any comment, image or other content that could cause reputational damage to the trust and/or give rise to a safeguarding concern.

Management of online searches (either by carrying out the search or instructing a third party to do so), and the collation of information will be carried out independently from those managing the shortlisting process. Only information relevant to potential reputational damage and/or safeguarding concerns obtained from the search will be passed to those managing the shortlisting process.

Shortlisted candidates will be required to complete a self-declaration of their criminal record or information that would make them unsuitable to work with children. Applicants will only be asked to disclose and discuss criminal convictions and/or cautions which are not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013 and 2020) that may deem them unsuitable. Where this is provided electronically, the shortlisted candidate will be asked to physically sign a hard copy at the point of the interview.

The short-listing panel are responsible for scrutinising the application forms and identifying any gaps in employment or other areas that may affect an applicant's suitability to work with children and young people. A satisfactory explanation for any concerns, including any concerns as a result of online searches must be obtained from the applicant during the interview process.

4 Interviews

A face to face interview must take place for all applicants to all posts. The use of video conferencing, Skype, Facetime or other similar technologies is acceptable for this purpose.

All those involved in interviewing must be properly prepared to undertake the role, which may involve appropriate interview training. At least one person on the interview panel must have passed the appropriate safer recruitment training.

The purpose of the interview is to assess the merits of each applicant against the job description and person specification to establish their suitability for the post and to work with children and young people.

Interviews should be conducted with a minimum of two interviewers on the panel ideally with an equal gender balance to enable one interviewer to assess the applicant, observe and make notes whilst the applicant talks to the other interviewer.

Before the interview commences the interview panel should have:

i. prepared appropriate questions for the role;
ii. prepared appropriate questions to test the applicant's suitability to work with children and young people;
iii. identified any areas for further probing, e.g. if a criminal record has been declared, any information about past disciplinary action/allegations, or if there are gaps in employment etc;
iv. agreed assessment criteria which reflects the person specification; and
v. decided a structure to the interview and established which member of the panel will ask which questions.

A set of common questions relating to the requirements of the post will be asked of each applicant. Their response will determine whether that is followed up through further questioning.

Any gaps in employment history and any concerns identified as part of the online and social media checking process must be explored during the interview process.

Candidates shortlisted for interview will be asked about their suitability to work with children. Areas that may be concerning and lead to further questions include:

- implication that adults and children are equal;
- lack of recognition and/or understanding of the vulnerability of children;
- inappropriate idealisation of children;
- inadequate understanding of appropriate boundaries between adults and children; and
- indicators of negative safeguarding behaviours;
- The interview panel must ensure a fully completed Self-Declaration form is discussed and considered. Should a disclosure be present on the declaration form, or the applicant verbally shares a disclosure, the panel must complete the Disclosure Discussion Form.

5 Offer of Employment

If it is decided to make an offer of employment following the **formal interview**, any such offer will be conditional on the following:

- the agreement of a mutually acceptable start date and the signing of a contract incorporating the Trust's standard terms and conditions of employment;
- verification of the applicant's identity (where that has not previously been verified);
- the receipt of two references (one of which must be from the applicant's most recent employer) which the Trust considers to be satisfactory;
- for teaching positions, confirmation from the Teacher Regulation Agency that the applicant is not subject to a prohibition order;
- where the position amounts to "regulated activity" (see section 4.3 below) the receipt of an enhanced disclosure from the DBS which the Trust considers to be satisfactory;
- where the position amounts to "regulated activity" (see section 4.3 below) confirmation that the applicant is not named on the Children's Barred List*;
- confirmation that the applicant is not subject to a direction under section 142 of the Education Act 2002 which prohibits, disqualifies or restricts them from providing education at a school, taking part in the management of an independent school or academy or working in a position which involves regular contact with children;
- confirmation that the applicant is not subject to a direction under section 128 of the Education and Skills Act 2008 which prohibits, disqualifies or restricts them from being involved in the management of an independent school or academy;
- confirmation that the applicant is not disqualified from working in connection with early or later years provision (if applicable, see section 5 below);
- verification of the applicant's medical fitness for the role (see section 3 below);
- verification of the applicant's right to work in the UK;
- any further checks which are necessary as a result of the applicant having lived or worked outside of the UK; and
- verification of professional qualifications which the Trust deems a requirement for the post, or which the applicant otherwise cites in support of their application (where they have not been previously verified).

***The Trust is not permitted to check the Children's Barred List unless an individual will be engaging in "regulated activity". The Trust is required to carry out an enhanced DBS check for all staff, supply staff and governors who will be engaging in regulated activity. However, the Trust can also carry out an enhanced DBS check on a person who would be carrying out regulated activity but for the fact that they do not carry out their duties frequently enough i.e. roles which would amount to regulated activity if carried out more frequently.**

Whether a position amounts to "regulated activity" must therefore be considered by the Trust in order to decide which checks are appropriate. It is however likely that in nearly all cases the Trust will be able to carry out an enhanced DBS check and a Children's Barred List check.

6 Medical fitness

The Trust is legally required to verify the medical fitness of anyone to be appointed to a post at the Trust, **after** an offer of employment has been made but **before** the appointment can be confirmed.

It is the Trust's practice that all applicants to whom an offer of employment is made must complete a Health Questionnaire. The Trust will arrange for the information contained in the Health Questionnaire to be reviewed by the Trust's medical advisor, where this is deemed necessary. This information will be reviewed against the Job Description and the Person Specification for the particular role, together with details of any other physical or mental requirements of the role i.e. proposed timetable, extra-curricular activities, layout of the relevant Academy etc. If the Trust's

medical advisor has any doubts about an applicant's fitness the Trust will consider reasonable adjustments in consultation with the applicant. The Trust may also seek a further medical opinion from a specialist or request that the applicant undertakes a full medical assessment.

The Trust is aware of its duties under the Equality Act 2010. No job offer will be withdrawn without first consulting with the applicant, obtaining medical evidence, considering reasonable adjustments and suitable alternative employment.

7. Level of language proficiency

Under the "fluency duty" (Part 7 of the Immigration Act 2016), public authorities are required to ensure that workers in public facing roles are fluent in English. Public facing roles are those members of teaching and support staff who, as a regular and intrinsic part of their role, are required to speak to members of the public (including students in schools).

The Trust will accept a range of evidence of spoken English or Welsh language ability as follows:

a. competently answering interview questions in English or Welsh;
b. possessing a relevant qualification for the role attained as part of education in the UK or fully taught in English or Welsh by a recognised institution abroad, passing an English spoken language competency test or possessing a relevant spoken English qualification at CEFR Level B1 or above, taught in English by a recognised institution abroad.

Pre-employment checks

In accordance with the recommendations set out in KCSIE, DUCA and the requirements of the Education (Independent School Standards) Regulations 2014 the Trust carries out a number of pre-employment checks in respect of all prospective employees.

7.1 Verification of identity and address

All applicants who are invited to an interview will be required to bring with them evidence of identity, right to work in the UK, address and qualifications as set out below and in the list of valid identity documents = (these requirements comply with DBS identity checking guidelines):

- one document from Group 1; and
- two further documents from either of Group 1, Group 2a or Group 2b, one of which must verify the applicant's current address; and
- original documents confirming any educational and professional qualifications referred to in their application form.

Where an applicant claims to have changed their name by deed poll or any other means (e.g. marriage, adoption, statutory declaration) they will be required to provide documentary evidence of the change.

The Trust asks for the date of birth of all applicants (and proof of this) in accordance with KCSIE. Proof of date of birth is necessary so that the Trust may verify the identity of, and check for any unexplained discrepancies in the employment and education history of all applicants. The Trust does not discriminate on the grounds of age.

7.2 References

All offers of employment will be conditional upon receipt of at least two satisfactory written references. References will:

i. be requested for all shortlisted applicants, including internal applicants;
ii. include the applicant's current or most recent employer and where an applicant for a teaching post is not currently employed as a teacher, will include the applicant's most recent employer as a teacher;
iii. ask the current employer for details of any capability history in the previous two years, and the reasons for this;
iv. be directly from the referee, who will be a senior person with appropriate authority and confirmed as accurate by the headteacher/principal in respect of any disciplinary investigations;
v. not be accepted if they are 'to whom it may concern' letters;
vi. request information on the applicant's suitability to work with children and young people from the last employer where the applicant worked with children (if not currently working with children);
vii. be verified with the person who provided the reference and, where the reference is provided electronically, verify that it is from a legitimate source;
viii. be clarified with the referee where the information is vague or insufficient;
ix. establish the reason for the candidate leaving their current or most recent post;
x. be compared with the information set out in the application form and any discrepancies discussed with the candidate;
xi. be requested before the interview; and
xii. be explored further with the referee and with the applicant during the interview if necessary.

Where it has not been possible to obtain references before the interview any concerns that are subsequently raised will need to be resolved before the appointment is confirmed.

In order to comply with the Equality Act 2010, information relating to sickness absence will only be requested after a conditional offer of employment has been made.

7.3 Criminal records check

Prior to 29 May 2013 an enhanced disclosure contained details of all convictions on record (including those which are defined as "spent" under the Rehabilitation of Offenders Act 1974) together with details of any cautions, reprimands or warnings held on the Police National Computer. It could also contain non-conviction information from local police records which a chief police officer considered relevant to the role applied for at the Trust.

Since 29 May 2013 the DBS commenced the filtering and removal of certain specified information relating to old and minor criminal offences from all criminal records disclosures. The DBS and the Home Office have developed a set of filtering rules relating to spent convictions which work as follows:

For those aged 18 or over at the time of an offence

An adult conviction for an offence committed in the United Kingdom will be removed from a DBS disclosure if:

- eleven years have elapsed since the date of conviction;

- it is the person's only offence; and
- it did not result in a custodial sentence.

It will not be removed under any circumstances if it appears on a list of "**specified offences**" which must always be disclosed. If a person has more than one offence on their criminal record, then details of all their convictions will always be included.

A caution received when a person was aged 18 or over for an offence committed in the United Kingdom will not be disclosed if six years have elapsed since the date it was issued, and if it does not appear on the list of "specified offences".

For those aged under 18 at the time of an offence

A conviction for an offence committed in the United Kingdom will be removed from a DBS disclosure if:

- five and a half years have elapsed since the date of conviction;
- it is the person's only offence; and
- it did not result in a custodial sentence.

Again, the conviction will not be removed under any circumstances if it appears on the list of "specified offences", or if a person has more than one offence on their criminal record.

A caution received when a person was aged under 18 for an offence committed in the United Kingdom will not be disclosed if two years have elapsed since the date it was issued and if it does not appear on the list of "specified offences".

The list of "specified offences" which must always be disclosed

This contains a large number of offences, which includes certain sexual, violent and other offences that are considered so serious they will always be disclosed, regardless of when they took place or of the person's previous or subsequent criminal record. The list of "specified offences" can be found at:

https://www.gov.uk/government/publications/dbs-list-of-offences-that-will-never-be-filtered-from-a-criminal-record-check

Since November 2020 DBS filtering came into effect resulting in youth cautions, warnings and reprimands no longer being disclosed automatically on a DBS certificates. Other offences, such as those on the specified offences list, remain disclosable, as do all convictions resulting in a custodial sentence, whether or not they were suspended.

The Trust applies for an enhanced disclosure from the DBS and a check of the Children's Barred List (now known as an Enhanced Check for Regulated Activity) in respect of all positions at the Trust which amount to "regulated activity" as defined in the Safeguarding Vulnerable Groups Act 2006 (as amended). The purpose of carrying out an Enhanced Check for Regulated Activity is to identify whether an applicant is barred from working with children by inclusion on the Children's Barred List and to obtain other relevant suitability information. Any position undertaken at, or on behalf of the Academy will amount to "regulated activity" if it is carried out:

- frequently, meaning once a week or more; or
- overnight, meaning between 2.00 am and 6.00 am; or
- satisfies the "period condition", meaning four times or more in a 30-day period; and
- provides the opportunity for contact with children.

Roles which are carried out on an unpaid / voluntary basis will only amount to regulated activity if, in addition to the above, they are carried out on an unsupervised basis.

It is for the Trust to decide whether a role amounts to "regulated activity" taking into account all the relevant circumstances. However, nearly all posts at the Trust amount to regulated activity. Limited exceptions could include an administrative post undertaken on a temporary basis in an Academy office outside of term time or voluntary posts which are supervised.

The DBS issues a DBS disclosure certificate to the subject of the check only, rather than to the Trust. It is a condition of employment with the Trust that the **original** disclosure certificate is provided to the Trust within two weeks of it being received by the applicant. Original certificates should not be sent by post. Applicants must bring the original certificate in within two weeks of it being received. A convenient time and date for doing so should be arranged with the Academy's office administrator or the Trust's HR Team as soon as the certificate has been received. Applicants who are unable to attend to provide the certificate are required to send in a certified copy by post or email within two weeks of the original disclosure certificate being received. Certified copies must be sent to the Academy's office administrator or the Trust's HR Team. Where a certified copy is sent, the original disclosure certificate must still be provided on the first working day. Employment will remain conditional upon the original certificate being provided and it being considered satisfactory by the Trust.

If there is a delay in receiving a DBS disclosure the Headteacher has discretion to allow an individual to begin work pending receipt of the disclosure certificate. This will only be allowed if all other checks, including a clear check of the Children's Barred List (where the position amounts to regulated activity), have been completed and once appropriate supervision or a thorough risk assessment has been carried out and has been put in place.

DBS checks will still be requested for applicants with recent periods of overseas residence and those with little or no previous UK residence. These applicants may also be asked to provide further information, including a criminal records check from the relevant jurisdiction(s). The applicant will not be permitted to commence work until the overseas information has been received and is considered satisfactory by the Trust.

8 Childcare disqualification requirements

The Childcare Act 2006 (**Act**) and the Childcare (Disqualification) Regulations 2009 (**Regulations**) state that it is an offence for the Trust to employ anyone 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.

- EYP includes usual school activities and any other supervised activity for a child up to 1 September after the child's 5th birthday, which takes place on the Academy premises during or outside of the normal school day;
- LYP includes provision for children not in EYP and under the age of 8 which takes place on Academy 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.

DUCA states that only those individuals who are employed directly to provide childcare are covered by the Regulations. "Childcare" means any form of care for a child, which includes education and any other supervised activity for a child who is aged 5 or under. "Childcare" in LYP does not include education during school hours but does cover before and after school clubs.

Roles which will be covered by the Regulations are teaching and teaching assistant positions in EYP, and those which involve the supervision of under 8s in LYP. Those who are directly involved in the management of EYP and LYP include the Headteacher, and may also include other members of the leadership team as well as those involved in the day to day management of EYP or LYP at the Trust and any of its Academies.

DUCA contains an express statement that cleaners, drivers, transport escorts, catering and office staff are not covered by the Regulations.

Some roles at the Trust may involve the provision of childcare in EYP or LYP on an occasional basis. They will not automatically be within the scope of the Regulations and the Trust will delegate this provision to the Headteacher and Academy Standards and Ethos Committee of each Academy who will therefore consider whether they do on a case by case basis. The Regulations only apply to a limited number of roles within the Trust but do extend beyond employees to governors and volunteers who carry out relevant work in EYP or LYP.

The criteria for which a person will be disqualified from working in connection with EYP or LYP are set out in the Regulations. They are not only that a person is barred from working with children (by inclusion on the Children's Barred List) but also include:

- having been cautioned (after 6 April 2007) for, or convicted of, certain criminal offences including violent and sexual criminal offences against children and adults whether committed in the United Kingdom or overseas;
- various grounds relating to the care of children, including where an order is made in respect of a child under the person's care;
- having been refused registration for the provision of childcare (including nurseries, day care and child minding or other childcare), having been disqualified from any such registration or having had that registration cancelled;
- having been refused an application for registration of a children's home or having had any such registration cancelled;
- having been prohibited, restricted or disqualified from private fostering.

All applicants to whom an offer of employment is made to carry out a relevant role in EYP or LYP will be required to complete a Self-Declaration Form confirming whether they meet any of the criteria for disqualification under the Regulations. The Trust will decide whether a role is relevant and within the scope of EYP or LYP by having regard to the guidance in DUCA but will usually delegate this responsibility to the Headteacher and Academy Standards and Ethos Committee of the Academy. Employment with the Trust in any relevant role will be conditional upon completion of the Self-Declaration Form and / or attendance at a disqualification briefing meeting and upon the applicant not being disqualified. The Trust cannot permit any person who is currently disqualified to start work in a relevant role. The Trust also reserves the right at its absolute discretion to withdraw an offer of employment if, in the opinion of the Trust, any information disclosed in the Self-Declaration Form renders that person unsuitable to work at the Trust.

Applicants who have any criminal records information to disclose about themselves must also provide the following information:

- details of the order, restriction, conviction or caution and the date that this was made;
- the relevant court or body and the sentence, if any, which was imposed; and
- a copy of the relevant order or conviction.

Applicants are not required to disclose a caution or conviction for an offence committed in the United Kingdom if it has been filtered in accordance with the DBS filtering rules (see section 4.3 above).

A person who discloses information which appears to disqualify them from working in a relevant role may apply to Ofsted for a waiver of the disqualification. The Trust may withdraw an offer of employment at its absolute discretion and is under no obligation to await the outcome of an Ofsted waiver application. If a waiver application is rejected the Trust will withdraw the conditional offer of employment.

The Trust will securely destroy any information which is provided by an applicant which is not relevant to the childcare disqualification requirements as soon as it is established that it is not relevant. Where a person appointed to a role at the Academy is found to be disqualified the Trust will retain any relevant information only for the period it takes for a waiver application to be heard and the decision communicated to the Trust, after which it will be securely destroyed.

After making this declaration staff in a relevant role are under an on-going duty to inform the Trust if their circumstances change in a way which would mean they subsequently meet any of the criteria for disqualification. Any failure to disclose relevant information now, or of a future change in circumstances, will be treated as a serious disciplinary matter and may lead to the withdrawal of a job offer or dismissal for gross misconduct.

9 Contractors and agency staff

Contractors engaged by the Trust must complete the same checks for their employees that the Trust is required to complete for its staff. The Trust requires confirmation that these checks have been completed before employees of the Contractor can commence work at the Trust.

Agencies who supply staff to the Trust must also complete the pre-employment checks which the Trust would otherwise complete for its staff. Again, the Trust requires confirmation that these checks have been completed before an individual can commence work at the Trust.

The Trust will independently verify the identity of staff supplied by contractors or an agency in accordance with section 4.1 above and will require the provision of the original DBS disclosure certificate before contractor or agency staff can commence work at the Trust.

10 Volunteers

The Trust will request an enhanced DBS disclosure and Children's Barred List information on all volunteers undertaking regulated activity with pupils at or on behalf of the Trust (the definition of regulated activity set out above will be applied to all volunteers).

The Trust will request an enhanced DBS disclosure without Children's Barred List information on all volunteers who do not undertake regulated activity. This is likely to be because their volunteering duties are subject to regular, day to day supervision by a fully checked member of staff or by a volunteer who the Trust has deemed appropriate to supervise and ensure the safety of those pupils in their care.

Under no circumstances will the Trust permit an unchecked volunteer to have unsupervised contact with pupils.

It is the Trust's policy that a new DBS certificate is required for volunteers who will engage in regulated activity but who have not been involved in any activities with the Trust for three consecutive months or more. Those volunteers who are likely to be involved in activities with the Trust on a regular basis may be required to sign up to the DBS update service as this permits the Trust to obtain up to date criminal records information without delay prior to each new activity in which a volunteer participates.

In addition the Trust will seek to obtain such further suitability information about a volunteer as it considers appropriate in the circumstances. This may include (but is not limited to the following):

- formal or informal information provided by staff, parents and other volunteers;
- character references from the volunteer's place of work or any other relevant source; and
- an informal safer recruitment interview.

11 Visiting speakers and the Prevent Duty

The Prevent Duty Guidance requires the Trust to have clear protocols for ensuring that any visiting speakers, whether invited by staff or by pupils, are suitable and appropriately supervised.

The Trust is not permitted to obtain a DBS disclosure or Children's Barred List information on any visiting speaker who does not engage in regulated activity at the Trust or perform any other regular duties for or on behalf of the Trust.

All visiting speakers will be subject to the Trust's usual visitors' protocol. This will include signing in and out at Reception, the wearing of a visitor's badge at all times and being escorted by a fully vetted member of staff between appointments.

The Trust will also obtain such formal or informal background information about a visiting speaker as is reasonable in the circumstances to decide whether to invite and / or permit a speaker to attend the Trust. In doing so the Trust will always have regard to the Prevent Duty Guidance and the definition of "extremism" set out in KCSIE which states:

"*"Extremism" is vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces, whether in this country or overseas. Terrorist groups very often draw on extremist ideas developed by extremist organisations.*"

In fulfilling its Prevent Duty obligations the Trust does not discriminate on the grounds of race, colour, nationality, ethnic or national origin, religion or religious belief, sex or sexual orientation, marital or civil partner status, disability or age.

12 Policy on recruitment of ex-offenders

12.1 Background

The Trust will not unfairly discriminate against any applicant for employment on the basis of conviction or other details disclosed. The Trust makes appointment decisions on the basis of merit and ability. If an applicant has a criminal record this will not automatically bar them from employment with the Trust. Each case will be decided on its merits in accordance with the objective assessment criteria set out in paragraph 11.2 below.

All positions within the Trust are exempt from the provisions of the Rehabilitation of Offenders Act 1974. All applicants must therefore declare all previous convictions and cautions, including those which would normally be considered "spent" except those received for an offence committed in the United Kingdom if it has been filtered in accordance with the DBS filtering rules (see above).

A failure to disclose a previous conviction (which should be declared) may lead to an application being rejected or, if the failure to disclose is discovered after employment has started, may lead to summary dismissal on the grounds of gross misconduct. A failure to disclose a previous conviction may also amount to a criminal offence.

It is unlawful for the Trust to employ anyone who is barred from working with children. It is a criminal offence for any person who is barred from working with children to apply for a position at the Trust. The Trust will make a report to the Police and / or the DBS if:

- it receives an application from a barred person;
- it is provided with false information in, or in support of an applicant's application; or
- it has serious concerns about an applicant's suitability to work with children.

12.2 Assessment criteria

In the event that relevant information (whether in relation to previous convictions or otherwise) is volunteered by an applicant during the recruitment process or obtained through a disclosure check, the Trust will consider the following factors before reaching a recruitment decision:

- whether the conviction or other matter revealed is relevant to the position in question;
- the seriousness of any offence or other matter revealed;
- the length of time since the offence or other matter occurred;
- whether the applicant has a pattern of offending behaviour or other relevant matters;
- whether the applicant's circumstances have changed since the offending behaviour or other relevant matters; and
- the circumstances surrounding the offence and the explanation(s) offered by the applicant.

If the post involves regular contact with children, it is the Trust's normal policy to consider it a high risk to employ anyone who has been convicted at any time of any the following offences:

- murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence; or
- serious class A drug related offences, robbery, burglary, theft, deception or fraud.

If the post involves access to money or budget responsibility, it is the Trust's normal policy to consider it a high risk to employ anyone who has been convicted at any time of robbery, burglary, theft, deception or fraud.

If the post involves some driving responsibilities, it is the Trust's normal policy to consider it a high risk to employ anyone who has been convicted of drink driving within the last ten years.

12.3 Assessment procedure

In the event that relevant information (whether in relation to previous convictions or otherwise) is volunteered by an applicant during the recruitment process or obtained through a disclosure check, the Trust will carry out a risk assessment by reference to the criteria set out above. The assessment form must be signed by the Headteacher before a position is offered or confirmed.

If an applicant wishes to dispute any information contained in a disclosure, they may do so by contacting the DBS. In cases where the applicant would otherwise be offered a position were it not for the disputed information, the Trust may, where practicable and at its discretion, defer a final decision about the appointment until the applicant has had a reasonable opportunity to challenge the disclosure information.

12.4 Retention and security of disclosure information

The Trust's policy is to observe the guidance issued or supported by the DBS on the use of disclosure information.

In particular, the Trust will:

- store disclosure information and other confidential documents issued by the DBS in locked, non-portable storage containers, access to which will be restricted to members of the Academy's senior leadership team;
- not retain disclosure information or any associated correspondence for longer than is necessary, and for a maximum of six months. The Trust will keep a record of the date of a disclosure, the name of the subject, the type of disclosure, the position in question, the unique number issued by the DBS and the recruitment decision taken;
- ensure that any disclosure information is destroyed by suitably secure means such as shredding; and
- prohibit the photocopying or scanning of any disclosure information without the express permission of the individual to whom the disclosure relates.

13 Retention of records

The Trust is legally required to undertake the above pre-employment checks. Therefore, if an applicant is successful in their application, the Trust will retain on their personnel file any relevant information provided as part of the application process. This will include copies of documents used to verify identity, right to work in the UK, medical fitness and qualifications. Medical information may be used to help the Trust to discharge its obligations as an employer e.g. so that the Trust may consider reasonable adjustments if an employee suffers from a disability or to assist with any other workplace issue.

This documentation will be retained by the Trust for the duration of the successful applicant's employment with the Trust. It will be retained in accordance with the Trust's retention of records policy after employment terminates.

If the application is unsuccessful, all documentation relating to the application will normally be confidentially destroyed after six months.

The same policy applies to any suitability information obtained about volunteers involved with Trust activities.

14 Referrals to the DBS and Teacher Regulation Agency (TRA)

This policy is primarily concerned with the promotion of safer recruitment and details the pre-employment checks that will be undertaken prior to employment being confirmed. Whilst these are pre-employment checks the Trust also has a legal duty to make a referral to the DBS in circumstances where an individual:

- has applied for a position at the Trust despite being barred from working with children; or
- has been removed by the Trust from working in regulated activity (whether paid or unpaid), or has resigned prior to being removed, because they have harmed, or pose a risk of harm to, a child.

If the individual referred to the DBS is a teacher, the Trust may also decide to make a referral to the TRA.

15 Queries

If an applicant has any queries on how to complete the application form or any other matter he / she should contact the HR Team.

Appendix 1 List of valid identity documents

Group 1: primary identity documents

- current valid passport
- biometric residence permit (UK)
- current driving licence (photocard; full or provisional; UK / Isle of Man / Channel Islands and EU)
- birth certificate (UK & Channel Islands; issued at the time of birth (within 42 days of date of birth); full or short form acceptable including those issued by UK authorities overseas, such as Embassies, High Commissions and HM Forces)
- adoption certificate (UK and Channel Islands)

Group 2a: trusted government documents

- current driving licence (paper version; UK / Isle of Man / Channel Islands and EU; full or provisional)
- current driving licence (photocard; all countries; full or provisional)
- current non-UK driving licence (valid for up to 12 months from the date the applicant entered the UK)
- birth certificate (UK and Channel Islands; issued at any time after the date of birth by the General Registrar Office / relevant authority i.e. Registrars)
- marriage / civil partnership certificate (UK and Channel Islands)
- HM Forces ID card (UK)
- fire arms licence (UK, Channel Islands and Isle of Man)

Group 2b: Financial and social history documents

- mortgage statement (UK or EEA)**
- bank / building society statement (UK and Channel Islands or EEA)*
- bank / building society account opening confirmation letter (UK)*
- credit card statement (UK or EEA)*
- financial statement - e.g. pension, endowment, ISA (UK)**
- P45 / P60 statement **(UK and Channel Islands)
- council tax statement (UK and Channel Islands)**
- work permit / visa (UK; valid up to expiry date)
- letter of sponsorship from future employment provider (non UK / non EEA only; valid only for applicants residing outside the UK at the time of application; must be valid at time of application)
- utility bill (UK; not mobile telephone bill)*
- benefit statement - e.g. child benefit, pension (UK)*
- a document from central or local government/ government agency / local authority giving an entitlement - e.g. from the Department for Work and Pensions, the Employment Service , HM Revenue & Customs, Job Centre, Job Centre Plus, Social Security (UK and Channel Islands) *
- EU national ID card (must be valid at time of application)
- cards carrying the PASS accreditation logo (UK and Channel Islands; must be valid at time of applications)

- letter from Head or College Principal (for 16-19 year olds in full time education. This is only used in exceptional circumstances if other documents cannot be provided; must be valid at time of application).

Note

If a document in the list of valid identity documents is:

denoted with * - it should be less than three months old

denoted with ** - it should be less than 12 months old

Probation Policy

1. Introduction

It is the Trust's policy to operate probationary periods for all new employees, and in some cases, at the Trust's discretion, in respect of employees who have been transferred or promoted into different posts within the school.

1.1. This policy allows both the employee and Trust to assess objectively whether or not the employee is suitable for the role. The Trust believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

1.2. The Headteacher is responsible for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the Headteacher should address these promptly and in accordance with the policy. The employee should be made aware that some aspects of their performance or conduct is unsatisfactory. This will help prevent the problem from escalating and hopefully lead to sufficient improvements.

1.3. Where the employee is the Headteacher the Chair of Governors / Chief Executive shall be responsible for managing the probation process and determining whether their employment is confirmed or their employment is terminated.

2. Length of probation

2.1. The length of the probationary period applicable to an employee will be as set out in the contract of employment of that employee.

3. Extending probationary periods

3.1. In exceptional circumstances, the Trust may decide to extend an employee's period of probation.

3.2. An extension may be implemented in circumstances where:

3.2.1. The employee's performance, conduct or attendance during probation has not been entirely satisfactory, but some improvement has taken place and it is thought likely that an extension to the probationary period may lead to satisfactory improvement.

3.2.2. The employee has been absent from the workplace for an extended period during the probation.

3.3. If an extension to the probationary period is agreed, the Trust will confirm the terms of the extension in writing to the employee, including:

3.3.1. the length of the extension and the date on which the extended period of probation will be reviewed and when it will end;

3.3.2. the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards;

3.3.3. the performance standards or objectives that the employee is required to achieve by the end of the extended period of probation;

3.3.4. any support, for example further training, that will be provided during the extended period of probation; and

3.3.5. a statement that, if the employee does not meet fully the required standards by the end of the extended period of probation, their employment will be terminated.

4. Terms of employment during the probationary period

4.1. During the probationary period, employees will be subject to all the terms and conditions of their contracts of employment with the exception of those terms noted below. During the probationary period, attendance, conduct, capability issues will be managed under this policy rather than the standard school HR policies.

4.2. Except in the case of existing employees who have been transferred or promoted into different roles, the amount of notice that the Trust must give to the employee of dismissal are different during probation. Please refer to your contract of employment for this information.

4.3. Once the probationary period has been completed, the notice periods will be as defined in the employee's contract of employment.

5. Line managers' responsibilities

5.1. Under this policy, the Headteacher has responsibility for monitoring a new employee's performance, conduct, attendance and progress during the probationary period. The Headteacher should ensure that the employee is properly informed at the start of their employment about what is expected of them during probation, for example the required targets or standards of performance, and for putting in place a plan to support the successful start to any new role.

6. Reviews during probation

6.1. During an employee's probation, the Headteacher should provide regular feedback to the employee about their performance and progress, and, should there be any problem areas, raise these with the employee as soon as possible with a view to resolving them. The Headteacher is also responsible for providing guidance and support and for identifying and arranging any necessary support, training or coaching that is relevant to the role.

7. Irregularities discovered during the probationary period

7.1. If, during an employee's probation, it is suspected or established that the employee does not have the qualifications, experience or knowledge that they claimed to have at the time of recruitment, the matter will be discussed with the employee to establish the facts. If the evidence suggests that the employee misrepresented their abilities in any way, the Trust will terminate the employment.

8. End of probation

8.1. Shortly before the end of the probationary period (or end of the extension, if applicable), the Headteacher or their delegated representative, should conduct a final review of the employee's performance, conduct, attendance and suitability for the job. This will involve

a meeting with the employee to discuss their performance and progress throughout the period of probation.

8.2. If the employee's performance is satisfactory, a letter of confirmation of appointment will be sent to the employee.

9. Termination of employment

9.1. Ordinarily it is the Trust's policy to allow the employee to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give the employee a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests the employee is wholly unsuitable for the role, the employment may be terminated early.

10. Performance

10.1. If an employee's performance while on probation has been unsatisfactory (despite support) and it is thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation. Where the concerns are considered serious and have not improved despite support, then the employment may be terminated prior to the end of the period of probation or at an earlier point if appropriate.

11. Conduct

11.1. If an employee's conduct while on probation has been unsatisfactory (despite support), and it is thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation or at an earlier point if appropriate.

12. Attendance

12.1. If an employee's attendance while on probation has been unsatisfactory (despite support) and it is thought unlikely that further or support or reasonable adjustments would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation or at an earlier point if appropriate.

12.2. Where a decision is taken to terminate the employee's employment, a meeting will be held with the employee to inform them of the reason for the termination. The Trust will write to the employee confirming the termination and the reason for it. The employee will be given an opportunity to appeal the decision.

12.3. If the employee is an existing employee who has been transferred or promoted into a different role, the Trust's normal capability / disciplinary / sickness absence / dismissal procedure must be followed in full.

13. Appeals against Termination of employment

13.1. Should an employee wish to appeal against a decision to terminate their employment they must write to the Headteacher within 5 working days of the decision to terminate the employment being communicated to them. The employee must state the grounds of their appeal in full. An appeal meeting will then be arranged with a panel of Governors.

The outcome of an appeal meeting will be confirmed in writing; this will make it clear that there is no further internal right of appeal. Where the employment of the Headteacher is terminated they should appeal to the Chair of Governors who will make arrangements for the appeal hearing.

13.2. The outcome of an appeal meeting will be confirmed in writing; this will make it clear that there is no further internal right of appeal. Where the employment of the Headteacher is terminated, they should appeal to the Chief Executive or Chair of the Trust Board, who will make arrangements for the appeal hearing.

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 and enforcing effective systems to counter bribery.

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 person or body, acting on its behalf and any third party.

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.

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

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 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.

A criminal offence will be committed under the Bribery Act 2010 if an employee or associated person acting for, or on behalf of the Trust:

- offers, promises, gives, requests, receives or agrees to receive bribes; or
- offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence)
- failure to prevent bribery

And:

- the Trust does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

Gifts and hospitality

7 **Hospitality:** This policy does not prohibit the Trust's normal and appropriate hospitality (given and received) to or from third parties.

8 **Prohibited gifts:** The Trust prohibits the accepting of gifts from, or the giving of gifts to, a third party in the following circumstances:

8.1 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;

8.2 it contravenes the law;

8.3 it is given in your name, not in the name of the Trust or one of its Academies;

8.4 it includes cash or a cash equivalent such as gift certificates or vouchers (other than as permitted under the Code of Conduct);

8.5 taking into account the reason for the gift, it is of an inappropriate type and value and given at an inappropriate time;

8.6 it is given secretly;

8.7 gifts should never be offered to, or accepted from, government officials or representatives, or politicians or political parties.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

Unacceptable behaviour

9 **Unacceptable behaviour:** It is not acceptable for you (or someone on your behalf) to:

9.1 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;

9.2 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;

9.3 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;

9.4 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;

9.5 threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;

9.6 engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

10 **Facilitation payments:** The Trust does not make, and will not accept, facilitation payments or "kickbacks" of any kind.

11 **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.

12 **Payments made by you:** If you are asked to make a payment on behalf of the Trust or one of its Academies, 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 Chief Finance and Operations Officer or in the first instance with the Headteacher.

Donations

13 **Political parties:** The Trust does not make contributions to political parties.

Reporting

14 **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 the Finance Director.

15 **Reporting:** If you encounter any of acts of corruption or bribery, if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity, you must report them promptly in accordance with the Trust's Whistleblowing policy.

16 **Examples of reportable situations:** If you encounter any of the following situations while working at the Trust, you must report them promptly using the procedure set out in the Trust's Whistleblowing policy:

16.1 you become aware that a third party engages in, or has been accused of engaging in, improper business practices;

16.2 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;

16.3 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;

16.4 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

16.5 a third party requests an unexpected additional fee or commission to "facilitate" a service;

16.6 a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;

16.7 you are offered an unusually generous gift or offered lavish hospitality by a third party;

16.8 a third party requests that a payment is made to "overlook" potential legal violations;

16.9 a third party requests that you provide employment or some other advantage to a friend or relative;

16.10 you receive an invoice from a third party that appears to be non-standard or customised;

16.11 a third party insists on the use of side letters or refuses to put terms agreed in writing;

16.12 you notice that the Trust or one of its Academies has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

16.13 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.

17 **Prevention, detection and reporting:** The prevention, detection and reporting of bribery 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.

Records

18 **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.

19 **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.

20 **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.

21 **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.

Detriment

22 **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.

23 **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 Chief Finance and Operations Officer 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

24 **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.

25 **Sanction:** For individuals, bribery and corruption are punishable by up to ten years' imprisonment. If the Trust is found to have taken part in corruption, 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 the Finance Manager - Health and Safety.

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 **Fire procedures:** You must comply with the fire regulations, fire drill practices and procedures of the Trust and its Academies. Copies of relevant standards are on all notice boards and at other strategic places throughout the Academies.

5 **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 the Academies' Admin and Finance Officers or from the Academy offices.

6 **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 work place to the Hub Business Manager or Finance Manager – Health and Safety.

7 **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 Hub Business Manager or Finance Manager – Health and Safety, notified of the details.

8 **Workplace:** You should endeavour to keep your work place 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.

9 **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.

10 **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.

11 **First aid boxes:** These are located at designated points throughout the Academies 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 Headteacher should be kept notified.

12 **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.

2 **Notification:** Should you be absent on account of illness, injury or other disability you must advise the Headteacher or the designated person, as soon as possible and by no later than 7.30am on the first day of absence giving the reason for your absence and its likely duration. Thereafter you are required to keep the Academy regularly updated.

3 **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.

4 **Medical certificate:** You shall, if absent for more than seven calendar days, provide the Academy with a medical certificate from an eligible healthcare professional (on the eighth day of absence stating the reasons for absence and whether you may be fit for work with certain adjustments, or that you are not fit for work. The eligible healthcare professional (will need to provide a medical certificate to cover any subsequent periods of absence.

5 **Concerns:** Where the Trust is concerned about the reason for absence, or frequent short-term absence, the Trust may require a medical certificate for each absence regardless of duration. In such circumstances, the Trust will cover any costs incurred in obtaining such medical certificates, for absences less of a week or less, on production of an invoice.

6 **May be fit for work:** If an eligible healthcare professional provides a medical certificate indicating that you may be fit for work with adjustments, the Academy will meet with you, or make appropriate arrangements, to discuss the contents of the certificate. The Academy will consider what adaptations or adjustments it may reasonably make to facilitate your return to work. In the event that Academy 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.

7 **Referrals:** The Academy may at any stage be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the Academy

8 **Occupational Health:** If you are referred for an Occupational Health assessment the Academy will meet with you to discuss the contents of any Occupational Health report or return to work plan provided following your assessment.

9 **Reduced hours:** In the event that a phased return or reduced hours (which would normally be for a period no longer than four weeks subject to review) is agreed in accordance with the paragraph above 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 Academy's discretion.

10 **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 Academy reserves the right to make contact with you during any period of absence unless otherwise advised by an eligible healthcare professional (OH or the employee's GP.

11 **Infectious diseases:** If you reside in a house in which another person is suffering from an infectious disease, you shall notify the Academy 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.

12 **Suspension of sick pay:** If the Academy 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.

13 **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 Academy or Trust has already paid you as sick pay shall be repaid by you to the Academy or Trust as appropriate.

14 **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 15 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 of 5.6 weeks. Any periods of incapacity during pre-arranged holiday leave will be paid at the rate of statutory sick pay only.

15 **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 Headteacher as soon as possible and by no later than 8.30am on the first day of absence 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 Academy regularly updated. You will not receive sick pay unless you are able to provide a medical certificate, or other evidence acceptable to the Academy 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.

Management of sickness absence 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 work force, 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 Academies 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 Headteacher considers that your sickness absence is not genuine, the Headteacher 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 or disciplinary procedure this can be taken this 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 a confidential counselling line (details of which are available from the HR Team);

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 Headteacher. Employees are encouraged to suggest any steps which the Trust or Academy 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 or Academy staff in order to discuss your state of health and expected length of continued absence from work, unless medical advisers have advised otherwise. 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 Academy know and, where reasonably practicable, this will be taken into account.

9 **Handover:** The Academy 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 Academy 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 Academy's attention. Where appropriate it also enables you to discuss and agree a return to work programme.

12 **Meeting:** The Academy will usually 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 it is your third period of absence in a 26 week period.

Management of sickness absence

13 **Application:** The Academy will monitor sickness absence and may apply this procedure whenever the Headteacher considers that the level of sickness absence is a concern, and in particular, if you:

13.1 have had three or more periods of sickness absence in any 26 week period;

13.2 have been absent for 10 working days in any 26 week period;

13.3 have a recurrent pattern of sickness absence.

The procedure

14 **Investigation:** If the Trust /Academy 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 Academy for the purpose of producing advice or guidance for the Trust and /or Academy 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 /Academy 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, if concerns exist, but are not considered serious enough to warrant formal action, 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 Academy 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 Headteacher or an appropriate senior member staff who may determine any of the outcomes up to and including dismissal on the grounds of ill-health. The HR Team may attend these meetings to advise the Headteacher as appropriate.

20 **Stage 1: sickness absence meeting: the meeting will address:**

20.1 the Academy'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 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 Academy 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 Academy 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** An appeal against a decision to dismiss will not postpone the dismissal itself. If, once the appeal has been heard, it is decided that the dismissal was not the appropriate outcome you will be reinstated and your continuity of employment will be unaffected. You will be reimbursed for any loss of earnings during the intervening period.

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 Pension Scheme. 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.

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 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 you must seek your own advice.

10 **Personal Data:** You understand and agree that the Trust will pass your personal details to the Scheme administrator and will maintain certain records for the purpose of enrolment and membership of the Scheme.

LGPS Employer Discretions Policy

The Local Government Pension Scheme Regulations 2013 ("the 2013 Regulations")

and

The Local Government Pension Scheme (Transitional Provisions and Savings) Regulations 2014 ("the 2014 Regulations")

Overview

1 The Local Government Pension Scheme ("LGPS") in England and Wales was amended with effect from 1 April 2014. The provisions of the amended LGPS are now contained in the 2013 Regulations and the 2014 Regulations. This policy statement relates to the exercise of the employer discretions contained in the above Regulations.

General Principles to be Adopted in Exercising Discretions

2 The Trust, in formulating the policy statements outlined below, has sought to ensure that its discretionary powers will be exercised reasonably. The discretionary powers;

- will be exercised in the public interest;
- will not be used for an ulterior motive;
- will be used with regard to all relevant factors (costs to the Academy Trust will be balanced against benefit for the Academy Trust);
- will only be used where there is a real and substantial benefit to the Academy Trust in return for incurring extra costs;
- will only be used having considered the views of the scheme Actuary; and
- will be duly recorded when used.

3 The Academy Trust will also consider the views of the pensions administering authority.

4 In support of its deliberations regarding requests made on compassionate grounds, the Academy Trust will take into account all relevant factors and require whatever information, documentation and supporting evidence it considers appropriate.

5 The employer discretionary powers will be exercised having regard to the extent to which the exercise of any policy discretion would lead to a serious loss of confidence in the public service.

6 The policy statements do not limit or fetter how the Academy Trust exercises any of the discretions afforded by the pension scheme.

The Discretions

Regulation	**Policy**
Regulations 16(2)(e) and 16(4)(d) of the 2013 Regulations **Shared Cost Additional Pension Scheme**	As a general rule the Academy Trust's policy is not to exercise this discretion but the Academy Trust will consider individual cases on their merits having regard to the cost to the Academy Trust.

An employer can choose to pay for or contribute towards a member's Additional Pension Contract via a Shared Cost Additional Pension Contract (SCAPC).	Any application must be supported by a business case in writing. This option is not available to those in the 50/50 section. [1]
Regulation 30(6) of the 2013 Regulations & regulation 11(2) of the 2014 Regulations **Flexible Retirement** Employers may allow a member from age 55 onwards to draw all or part of the pension benefits they have already built up while still continuing in employment. This is subject to the employer agreeing to the member either reducing their hours or moving to a position on a lower grade. In such cases, pension benefits will be reduced in accordance with actuarial tables, unless the employer waives reduction on compassionate grounds or a member has protected rights.	When exercising its discretion in relation to flexible retirement, the Academy Trust will look at its operating requirements; have regard to pension fund members' individual circumstances and the impact on services of granting flexible retirement together with the cost to the Academy Trust. As a general rule the Academy Trust will only grant flexible retirement to members where there is, in the opinion of the Academy Trust, a financial or operational benefit to the Academy Trust in granting the member's request for flexible retirement. As a general rule the Academy Trust's policy is not to exercise this discretion but will consider individual cases on their merits having regard to the cost to the Academy Trust. Any application by a scheme member must be supported by a business case in writing. The Academy Trust will not as a general rule exercise its discretion to waive any actuarial reduction in benefits although each case will be considered on its merits (see further below).
Regulation 30(8) of the 2013 Regulations **Waiving actuarial reduction** Employers have the power to waive, on compassionate grounds, the actuarial reduction (in whole or part) applied to members benefits paid on the grounds of flexible retirement. Employers may also waive, on compassionate grounds, the actuarial reduction (in whole or part) applied to member's benefits for deferred members and suspended tier 3 ill health pensioners who elect to draw benefits on or after age 60 and before normal pension age. Employers also have the power to waive, in whole or in part, the actuarial reduction applied to active members benefits when a member chooses to	As a general rule the Academy Trust's policy is not to exercise these discretions but it will consider individual cases on their merits having regard to the compassionate grounds of individual members and having regard to the cost to the Academy Trust.

[1] For further details: https://www.lgpsmember.org/arm/already-member-contsf.php

voluntarily draw benefits on or after age 55 and before age 60.	
Schedule 2, paragraphs 1(1)(c), 2(2) and 2(3) of the 2014 Regulations **Power of employing authority to 'switch on' the 85 year rule** An employer can choose whether to 'switch on' the 85 year rule for members who voluntarily retire on or after age 55 and before age 60. An employer can also choose to waive, on compassionate grounds, the actuarial reduction applied to benefits for a member voluntarily drawing benefits on or after age 55 and before age 60.	The Academy Trust's policy is not to switch on the 85 year rule or, as a general rule, to exercise the discretion to waive on compassionate grounds the actuarial reduction but the Academy Trust will consider individual cases on their merits and having regard to the cost to the Academy Trust.
Regulation 31 of the 2013 Regulations **Power of employing authority to grant additional pension** An employer can choose to grant additional pension to an active member or to a member within 6 months of ceasing to be an active member by reason of redundancy or business efficiency (by up to £6500* per annum). (*the figure of £6500 was effective 1 April 2014 (the additional pension limit) will be increased each April under Pensions Increase Orders)	As a general rule the Academy Trust's policy is not to exercise this discretion, but it will consider individual cases on their merits and having regard to the cost to the Academy Trust. An application for additional pension must be supported by a business case in writing.

7 A copy of this document is being published on the Academy Trust's website and is being sent to the appropriate pensions administering authority. In preparing this policy statement we have had regard to the extent to which the exercise of the functions mentioned in this policy could lead to a serious loss of confidence in the public service. We are satisfied that our adopted policies would not lead to any such loss of confidence and that the policy individually and generally is workable, affordable and reasonable having regard to foreseeable costs.

8 All personal data collected, processed and stored under the provisions of this policy will be in accordance with our data protection policy, our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until it is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998 including the Data Protection Act 2018) .

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. This may include any relaxation or parenting classes provided that your doctor, midwife or health visitor has advised you to attend.

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 **Refusal of appointment:** If it is considered reasonable to do so, or where it impacts on the needs of the Academy or Trust, you may be refused time off work to attend an antenatal appointment. Where it is reasonable to do so, your Line Manager may ask you to rearrange 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 biological father;

5.2 you are the pregnant woman's spouse, civil partner or cohabiting partner; or

5.3 the pregnant employee 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.

Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments and who meet the above criteria have the same right to accompany.

6 **Agreeing time off:** Whilst it may not always be possible, please give your Line Manager 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 the above paragraph;

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 Academy or 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.

If you are an agency worker, you may have to notify your agency as well. You should check this with the agency.

13 **Agreeing time off:** Please give your Line Manager 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;

13.5 If you are an agency worker you may have to notify your agency as well. You should check with the agency;

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 Academy 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 Academy 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 Academy:** Following receipt of your notification, the Academy will write to you within 28 days indicating the date on which your entitlement to adoption leave will end.

Adoption leave

5 **Entitlement:**

You are entitled to adoption leave if you meet all the following conditions:

- An adoption agency or a local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the Expected Placement Date.
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave and/or shared parental leave).

There is no right to statutory adoption leave or pay for private adoptions or for stepparents adopting their stepchildren.

In relation to surrogacy, you are entitled to adoption leave if all of the following conditions are met:

- A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
- You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

There is no right to statutory leave or pay for parents who have a child with the help of a surrogate but who are not eligible for a parental order (for example where neither of them has supplied the genetic material for the child).

Provided you comply with the notification procedures above and meet the above criteria, 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.

Overseas adoptions

If you are adopting a child from overseas, the following will apply:

You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).

You must give us notice in writing of:

- Your intention to take adoption leave;
- The date you received Official Notification; and
- The date the child is expected to arrive in Great Britain.

This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

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 Academy in writing at least 28 days before the new date you wish to begin your OAL.

Additional adoption leave (AAL)

8 **Entitlement:** If you are entitled to OAL you will also be entitled to an additional period of 26 weeks AAL beginning the day after your OAL ends. The Academy 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 Academy 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

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 Academy.

11 **Before you return:** Shortly before you are due to return to work, the Academy 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

12 **Notification:** The Academy 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 Academy of your intention to take OAL. If you wish to return to work before the end of your AAL, you must notify the Academy in writing at least eight weeks before you expect to return to work. A failure to notify the Academy could mean that your return to work is postponed.

13 **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 Academy 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.

14 **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.

15 **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.

16 **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 (SAP)

17 **Entitlement:** You will be entitled to 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.

18 **Commencement:** Your entitlement to SAP will begin when you commence your OAL.

19 **Duration:** You will receive SAP for the first 39 weeks of your adoption leave period. The remainder of your AAL will be unpaid.

20 **Rate:** SAP is paid at the prescribed rate set by the government for the relevant tax year.

21 **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.

22 Benefits During OAL, 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.

During OAL and any further period of paid adoption leave we shall continue to make the relevant employer pension contributions. Employee contributions are usually made based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0345 6066166 and for support staff, this will be Dorset/Wiltshire LGPS scheme on 01305 224845/01225 713613.

During unpaid AAL, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid AAL, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

Discretionary enhanced adoption pay

23 **Eligibility:** Where you have completed one year of continuous service as at the week you receive the Agency Notification you may, at the Trust's discretion and subject to the other eligibility requirements above, be entitled to discretionary enhanced adoption pay.

24 **Teaching staff:** Subject to paragraph 24 below, discretionary enhanced adoption pay shall be as follows:

24.1 **Weeks 1 to 4:** full pay, offset against payments made by way of SAP or adoption allowance (**AA**).

24.2 **Weeks 5 to 6:** 9/10ths of a week's pay, offset against payments made by way of SAP or AA.

24.3 **Weeks 7 to 18:** half pay without deductions except by the extent to which the combined pay and SAP or AA exceeds full pay.

24.4 **Weeks 19 to 39:** SAP paid at the prescribed rate set by the government for the relevant tax year.

24.5 **Weeks 40 to 52:** Unpaid.

25 **Requirement to return:** It is a qualifying condition of discretionary enhanced adoption pay for teaching staff that you return to your job for at least 13 weeks (including periods of Academy closure). In the event that you take discretionary enhanced adoption pay and are

subsequently not available or are unable to return to your job for this period, you shall refund such sum after the first six weeks' payment as the Trust at its discretion may decide.

26 **Non-teaching staff:** Subject to paragraph 26 below, discretionary enhanced adoption pay shall be as follows:

26.1 **Weeks 1 to 6:** 9/10ths of a week's pay, offset against any payments made by way of SAP or AA.

26.2 **Weeks 7 to 18: h**alf pay without deductions except by the extent to which the combined pay and SAP or AA exceeds full pay.

26.3 **Weeks 19 to 39:** SAP paid at the prescribed rate set by the government for the relevant tax year.

26.4 **Weeks 40 to 52:** Unpaid.

27 **Requirement to return:** It is a qualifying condition of discretionary enhanced adoption pay for non-teaching staff that you return to your job for at least 13 consecutive calendar weeks (including periods of Academy closure). In the event that you take discretionary enhanced adoption pay and do not return to your job for this period, you shall refund any amount of discretionary adoption pay made to you. Payments of SAP and AA are not refundable.

Adopting more than one child

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

Deciding not to return

29 **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 but will affect your entitlement to discretionary enhanced adoption pay.

Returning to work part-time

30 **Requests:** The Academy 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

31 **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 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 Academy 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 Academy of the EWC and the date on which you wish to start your maternity leave. The Academy will require you to provide a MATB1 medical certificate.

3 **Information from the Academy**: Following receipt of your notification, the Academy 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 Academy 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 Academy 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

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 Academy 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 (SMP)

9 **General:** If you are entitled to 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 Academy 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 (MA):** If you do not qualify for SMP, you may be eligible for Maternity Allowance for the first 39 weeks of maternity leave. You should contact your local Jobcentre Plus office for further details.

14 **Rates:** 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. 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, salary or child care vouchers.

During OML and any further period of paid maternity leave we shall continue to make the relevant employer pension contributions. Employee contributions are usually made based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0345 6066166 and for support staff, this will be Dorset/Wiltshire LGPS scheme on 01305 224845/01225 713613.

During any period of unpaid maternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may, if you wish, make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid maternity leave, but you can purchase additional

pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

Discretionary enhanced maternity pay

17 **Eligibility:** Where you have completed one year of continuous service as at the beginning of the 11th week before the EWC you may, at the Trust's discretion and subject to the other eligibility requirements above, be entitled to discretionary enhanced maternity pay.

18 **Teaching staff:** Subject to paragraph 19 below, discretionary enhanced maternity pay shall be as follows:

18.1 **Weeks 1 to 4:** full pay, offset against payments made by way of SMP or MA.

18.2 **Weeks 5 to 6:** 9/10ths of a week's pay, offset against payments made by way of SAP or MA.

18.3 **Weeks 7 to 18:** half pay without deductions except by the extent to which the combined pay and SMP or MA exceeds full pay.

18.4 **Weeks 19 to 39:** SMP paid at the prescribed rate set by the government for the relevant tax year.

18.5 **Weeks 40 to 52:** Unpaid.

19 **Requirement to return:** It is a qualifying condition of discretionary enhanced maternity pay for teaching staff that you return to your job for at least 13 consecutive calendar weeks (including periods of Academy closure). In the event that you take discretionary enhanced maternity pay and do not return to your job for this period, you shall refund such sum after the first six weeks' payment as the Trust at its discretion may decide.

20 **Non-teaching staff:** Subject to paragraph 21 below, discretionary enhanced maternity pay shall be as follows:

20.1 **Weeks 1 to 6 of OML:** 9/10ths of a week's pay, offset against any payments made by way of SAP or MA.

20.2 **Weeks 7 to 18 of OML: h**alf pay without deductions except by the extent to which the combined pay and SMP or MA exceeds full pay.

20.3 **Weeks 19 to 39:** SMP paid at the prescribed rate set by the government for the relevant tax year.

20.4 **Weeks 40 to 52:** Unpaid.

21 **Requirement to return:** It is a qualifying condition of discretionary enhanced maternity pay for non-teaching staff that you return to your job for at least 13 consecutive calendar weeks (including periods of Academy closure). In the event that you take discretionary enhanced adoption pay and are subsequently not available or are unable to return to your job for this period, you shall refund any amount of discretionary adoption pay made to you. Payments of SMP are not refundable.

Keeping in touch

22 **Keeping in touch days:** You may work (including attending training) for up to ten days during your maternity leave without bringing your maternity leave, SMP or discretionary enhanced maternity pay to an end. The arrangements, including pay, can be set by agreement between you and the Academy.

23 **Before you return:** Shortly before you are due to return to work, the Academy 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

24 **Notification**: The Academy will notify you of the date on which your maternity leave will end within 28 days of you notifying the Academy of your intention to take maternity leave

25 **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 Academy in writing of your intention to do so not less than 21 days 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 Academy of your intention to return early may mean that your return to work is postponed.

26 **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 Academy 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.

27 **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.

28 **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

29 **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 but will affect your entitlement to discretionary enhanced maternity pay.

Returning to work part-time

30 **Requests:** The Academy will deal with any requests by employees to change their working patterns (such as working part-time) after maternity 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

31 **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.

32 **Breast Feeding**

The Trust is concerned to protect the health and safety of all its employees. In particular, employees who are pregnant or breastfeeding or who have recently given birth have the right to be supported and protected against any risks to their health or safety.

The Trust is dedicated to providing all possible support and facilities to employees who are pregnant or who have returned to work after a period of maternity leave, to assist their transition back to work. With this in mind, where possible the Trust provides a dedicated rest room for pregnant employees and new mothers. These facilities may be particularly useful for employees whose babies are at a nursery nearby or where the employee's home is close to the workplace. Employees can use this room to:

- breastfeed or bottle-feed their babies - sterilising equipment, heating facilities for bottled milk and a refrigerator are provided;
- express milk; and
- change their babies

An employee who returns to work after maternity leave should inform her manager if they wish to use the dedicated rest room. Employees should also let the school know of any recommendation that their doctor has made in relation to their health and wellbeing during pregnancy or during the period following the birth of the baby.

The Trust will ensure (while also taking the needs of the school into account) that pregnant employees and new mothers are allowed reasonable flexibility in their working hours and rest breaks to allow them to make use of the facilities. An employee who wishes to request flexibility to, for example, go home to feed their baby (if they live close to the school should speak to her manager. While the school cannot guarantee that it will be able to agree to every request for flexibility, it will give favourable consideration to requests and endeavour, within reason, to accommodate employees' wishes.

The Trust is committed to providing all reasonable support to employees who are pregnant or new mothers. Colleagues should be sensitive to this issue and should also adopt a supportive attitude towards such employees. Every employee has the right to be treated with dignity at work and this requirement is particularly relevant and important to

employees who are pregnant or who have recently given birth. It is a requirement of this policy that all employees of the Trust respect this principle.

Paternity leave and pay policy

Introduction

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

Ordinary Paternity Leave

2 **Entitlement:** You are entitled to Ordinary Paternity Leave (**OPL**) 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[2];

2.1.2 in adoption cases, the week in which you or your partner [3]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:** OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

4 **Timing:** OPL 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;

[2]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

[3]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.

4.2 in adoption cases, within 56 days of the child's placement.

5 **Notification of birth:** If you wish to take OPL 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 OPL 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[4];

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 OPL 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 OPL 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:

[4]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.

8.1 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;

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.

Statutory Paternity Pay

9 **OPL:** If you take OPL in accordance with this policy, you will be entitled to Ordinary Statutory Paternity Pay (**OSPP**) if, during the Relevant Period[5], your average weekly earnings are not less than the lower earnings limit set by the government.

10 **Rate:** OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower..

Discretionary enhanced paternity pay

11 **Eligibility:** Where you have completed one year of continuous service as at the beginning of the 11th week before the EWC you may, at the Trust's discretion and subject to the other eligibility requirements above, be entitled to discretionary enhanced paternity pay.

12 **Rate:** Discretionary enhanced paternity pay is paid as follows:

12.1 **Week 1 -** Full pay, offset against any payments made by way of OSPP;

12.2 **Week 2 -** OSPP

Benefits and pensions during paternity leave

13 **Benefits:** During OPL, 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.

During any period of paid paternity leave we shall continue to make the relevant employer pension contributions. Employee contributions are usually made based on the pay you are receiving whilst absent. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the Pensions Administrator directly. For teaching staff this will be Teachers' Pensions on 0345 6066166 and for support staff, this will be Dorset/Wiltshire LGPS scheme on 01305 224845/01225 713613.

During any period of unpaid paternity leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. If you are a member of support staff, you may if you wish make up any contributions for the unpaid period. If you choose not to, you will not build up any membership for this period, and this will affect your pension benefits. If you are a member of teaching staff, you do not have the option of paying contributions during any period of unpaid paternity leave, but you can purchase additional

[5]In birth cases Relevant Period means the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth. In adoption cases Relevant Period means the eight-week period ending immediately before the week in which you or your spouse, civil partner or partner were notified of being matched with the child.

pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

Returning to work

14 **Entitlement:** You are normally entitled to return to work following OPL 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 OPL with a period of:

14.1 Shared Parental Leave (**SPL**); or

14.2 parental leave of more than four weeks; and

14.3 it is not reasonably practicable for you to return to the same job;

we will offer you a suitable and appropriate alternative position.

15 **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.

16 **Postponing your return:** If you wish to postpone your return from OPL, you should either:

16.1 request SPL in accordance with our SPL policy, giving as much notice as possible but not less than 8 weeks; or

16.2 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

16.3 request paid annual leave in accordance with your contract, which will be at our discretion.

17 **Unable to return:** If you are unable to return to work from OPL 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.

18 **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 Trust. It is helpful if requests are made as early as possible.

19 **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

20 **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 **Informal discussions:** If you would appreciate the opportunity to discuss the types of family related benefits available to you, on an informal basis, please do contact the HR Team to discuss your options in detail.

7 **Eligibility (birth):** You are entitled to SPL in relation to the birth of a child if:

7.1 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);

7.2 you are the child's father and share the main responsibility for the care of the child with the child's mother; or

7.3 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).

8 **Eligibility (adoption):** You are entitled to SPL if:

8.1 an adoption agency has placed a child with you and / or your partner for adoption; and

8.2 you intend to share the main responsibility for the care of the child with your partner.

9 **Conditions:** The following conditions must also be fulfilled:

9.1 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

9.2 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

9.3 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**).

10 **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).

11 **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.

12 **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

13 **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:

13.1 step 1: provision of a curtailment notice: bringing maternity or adoption leave (and pay) to an end. See Form 1;

13.2 step 2: provision of an opt-inform (notice of entitlement & intention). See Form 2;

13.3 step 3: provision of the period of leave notice: requesting SPL dates. See Form 3.

14 **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

15 **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.

16 **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

17 **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.

18 **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:

18.1 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;

18.2 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

18.3 if the other parent dies.

Opting-in to SPL and pay

19 **Opting-in:** If you decide to choose the SPL regime, at the same time as providing the curtailment notice you must give the Academy a written opt-in notice (Form 2), not less than eight weeks before the date you intend your SPL to start, confirming:

19.1 your name and the name of the other parent or your partner's name;

19.2 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;

19.3 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;

19.4 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;

19.5 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;

19.6 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);

19.7 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);

19.8 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);

19.9 declarations by you and the other parent or your partner that you meet the statutory conditions for entitlement to SPL and ShPP;

19.10 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

19.11 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

20 The Academy 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:

20.1 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

20.2 one or more documents from the adoption agency showing the agency's name and address, and the expected placement date; and

20.3 the name and address of the other parent's, or your partner's, employer (or a declaration that they have no employer); and

20.4 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

21 **Dates:** Having opted into the SPL system you will need to give a period of leave notice (Form 3) informing the Academy 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.

22 **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:

22.1 returned to work;

22.2 given her employer a curtailment notice to end maternity or adoption leave;

22.3 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

22.4 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).

23 **Periods of leave:** You may either request a single continuous block of SPL or alternatively, discontinuous periods of leave.

24 **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.

25 **Multiple periods of leave:** You are able to give up to three period of leave notices.

Requesting discontinuous periods of SPL

26 **Discontinuous leave:** In general, a period of leave notice should set out a single continuous block of leave. The Academy 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 Headteacher or the designated person in advance of submitting any formal period of leave notices. This will give the Academy more time to consider the viability of your proposed pattern of leave.

27 **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.

28 **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:

28.1 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

28.2 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).

29 **Grounds for refusal of discontinuous leave:** The Academy will consider all requests for discontinuous periods of leave but the Academy is not obliged to agree to these. The Academy will weigh up the potential benefits to the employee and to the Academy and with any adverse impact for the Academy. 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 Academy's pupils, whether the dates coincide with challenging or busy periods in the Academy'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

30 **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).

31 **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.

32 **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.

33 **Notice:** A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

33.1 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;

33.2 the variation is at our request; or

33.3 we agree otherwise.

Shared parental pay (ShPP)

34 **General:** Eligible employees may be entitled to up to 37 weeks of ShPP, whilst talking 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.

35 **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.

36 **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.

37 **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, salary or child care vouchers.

Keeping in touch

38 **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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

39 **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 Academy.

40 **Before you return:** Shortly before you are due to return to work, the Academy 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

41 **Returning early:** If you wish to return to work earlier than the end of the period of leave requested you must notify the Academy 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 Academy of your intention to return early may mean that your return to work is postponed.

42 **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 Academy 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.

43 **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.

44 **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

45 **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 Academy 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

46 **Requests:** The Academy 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 Academy. 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 three days paid leave from work in any rolling 12 month period 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 request for leave for a reason not included in the paragraph above will be considered by the Academy.

4 **Dependant:** A dependant for the purposes of this policy is your spouse, civil partner, child, a person who lives in the same household as you (but who is not your tenant, lodger, boarder or employee) or anyone who reasonably relies on you to provide assistance, make arrangements to take action of the kind referred to in paragraph 2.

5 **Notice:** Whenever practicable, you will be required to request the leave of absence from the Headteacher giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact the Headteacher as soon as practically possible giving the reason for the absence and its likely duration.

6 **Notification:** Where the absence lasts for more than one day, you are expected to notify the Academy before 7.30am on each working day until your return to work.

7 **Duration of absence:** Other than in the most exceptional circumstances, the Academy would not expect the absence to last more than one or two working days.

8 **Abuse of entitlement:** The Academy 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.

Compassionate leave and leave in other prescribed circumstances 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 paid or unpaid leave in other prescribed circumstances.

2 **Compassionate leave 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, child or parent	Up to five working days
Death of another relative	One day

3 **Other person:** Any request for leave following the death of any other person who is close to you will be considered by the Trust who will usually delegate this responsibility to the Headteacher.

4 **Notice:** Whenever practicable, you will be required to request compassionate leave from the Headteacher giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact the Headteacher as soon as practically possible.

5 **Other prescribed circumstances:** You may also be entitled to leave from work in the following circumstances:

5.1 **Moving day:** You may be entitled to one discretionary day of paid leave in the event that you move house. Wherever possible you should seek to coincide your moving day with Academy holidays. Where this is not possible you may be entitled to take one moving day during term. You will only be entitled to take the actual day of moving itself and any absence for this reason must be agreed in advance with the Headteacher. The entitlement is to a maximum of one day of paid leave for moving house in any rolling 12 month period.

5.2 **Medical appointments:** Wherever possible medical appointments should be arranged outside of your normal working day. Where this is not possible you must arrange medical appointments at the beginning or end of your normal working day to minimise disruption and any absence for this reason must be agreed in advance with the Headteacher.

5.3 **Jury service:** You should tell the Headteacher as soon as you are summoned for jury service and provide a copy of your summons if requested. Depending on the demands on the Academy or the Trust, the Headteacher may request that you apply to be excused from or defer your jury service. The Trust is not required by law to pay you while absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. However, the Trust will pay basic pay to employees on jury service less any amounts you can claim from the court for lost earnings for up to ten working days.

5.4 **Voluntary public duties:** Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor. If you are unsure whether a public service you perform is covered you should speak to the HR Team.

5.4.1 As soon as you are aware that you will require time off for performance of a public service you should notify the Headteacher in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

5.4.2 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time you have already taken, and how your absence will affect the Academy.

5.5 **Reserve Forces duties:** The Trust is aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Airforce) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.

5.5.1 We offer up to ten days special unpaid leave per year (in addition to existing paid holiday entitlements) for reservists to undertake training. In exceptional circumstances the Trust may grant additional unpaid leave in order for these commitments to be met.

5.5.2 If the Trust receives notice that you have been called-up for active service, we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to the Academy or the Trust (which could not be prevented by the grant of financial assistance).

5.5.3 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.

5.5.4 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

5.5.5 When calculating the length of your continuous employment with the Trust, the period of absence on military service will not be counted. The period of employment before your mobilisation and the period after your reinstatement will be treated as continuous.

6 **Notice:** Whenever practicable, you will be required to request leave in any of the above prescribed circumstances from the Headteacher giving as much notice as possible. Headteachers will consult with the HR Team before agreeing any period of leave.

7 **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.

Parental bereavement leave policy

1. About this policy

1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.

1.2 For compassionate leave in other circumstances please see our Compassionate Leave Policy.

2. Entitlement to parental bereavement leave

2.1 You are entitled to parental bereavement leave (PBL) if a child has died or been stillborn after 24 weeks of pregnancy, and you or your partner:

(a) are their parent or foster parent;

(b) have had the child placed with you for adoption (whether by a UK adoption agency or from overseas);

(c) are their intended parent under a surrogacy arrangement;

(d) are the natural parent of a child who has since been adopted by someone else, and there is a court order allowing you or your partner to have contact with the child;

(e) look after the child in your own home, other than as a paid carer, and have done so for at least four weeks (a parent "in fact").

2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

3. Parental bereavement pay

3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:

(a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and

(b) you earn at least the lower earnings limit for class 1 national insurance contributions.

3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

3.3 All employees are entitled to full pay during the first week of parental bereavement leave. This includes any statutory parental bereavement pay that may be payable for that week.

3.4 For salaried employees, full pay is based on your basic pay. For hourly-paid employees, it is based on an average over a two-month period.

3.5 Leave in the first eight weeks

3.6 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your Headteacher or line manager, as soon as you

can on the day you want your leave to start, preferably before the time you would normally start work, where possible. Someone can do this on your behalf if necessary.

3.7 If you have already started work, then your parental bereavement leave period will start on the following day. We would usually allow you to take the rest of the day off as compassionate leave.

3.8 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

4. Leave after more than eight weeks

4.1 To take parental bereavement leave more than eight weeks after the child has died, please give you Headteacher or line manager at least a week's written notice.

4.2 Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

5. Written confirmation

5.1 We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

(a) your name;

(b) the date the child died or was stillborn;

(c) the dates of paid or unpaid parental bereavement leave taken; and

(d) your relationship to the child.

6. Stillbirths, neonatal deaths, adoptions and surrogacy

6.1 Entitlement to maternity leave and pay (see our Maternity Policy) is not affected if your child has died or been stillborn. You can take maternity leave in addition to parental bereavement leave.

6.2 You may be entitled to adoption leave and pay as a result of a child being placed with you for adoption, or because you are an intended parent under a surrogacy arrangement (see our Adoption Leave Policy). If the child has died or been stillborn, adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner). This is in addition to your right to parental bereavement leave.

6.3 You may be entitled to paternity leave and pay as a result of the birth of a child (including a birth to a surrogate mother), or the placement of a child with you for adoption (see our Paternity Leave Policy. If your child has died or been stillborn you can take paternity leave in addition to parental bereavement leave.

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 (are the child's biological mother or father, are the child's adoptive parent or otherwise have legal responsibility for a child) then you are entitled to a period of parental leave.

3 and **Entitlement:** Your entitlement to parental leave shall be no more than 18 weeks per child will lapse when your child attains the age of 18.

4 **Benefits:** During any period of unpaid parental leave, we shall not make any employer pension contributions and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid parental leave, but you may be able to purchase additional pension on top of your normal contributions.

5 **Request:** To request parental leave you should complete the Request for Parental Leave form and hand it to the Headteacher or designated person 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.

6 **Postponement:** The Academy 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 or Academy 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.

7 **Length of leave:** You may not take more than four weeks parental leave per child in any one calendar year.

8 **Unpaid leave:** The period of any leave under this policy will be unpaid.

9 **Return to work:** For periods of leave of four weeks or less you can expect to return to the same position within the Trust or Academy 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 Academy will consider all Requests in a reasonable manner and in accordance with this policy. In this context, the Trust will also comply with its Equal Opportunities Policy as contained within this Manual.

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 Academy's reasonable discretion.

3 **Consideration:** The Academy will consider each flexible working Request on a case by case basis. The fact that the Academy has been able to agree one Request does not necessarily mean that the Academy 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 Academy will still carefully consider a Request to change one or more of the terms and conditions of employment. You should make your Request in writing to the Headteacher or your line manager if you are not based in an Academy.

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 Headteacher or your line manager if you are not based in an Academy.

9 **Consultation meeting:** As soon as possible, but in any event usually within 28 days of your Request being received by the Academy, the Academy 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 Headteacher where the HR Team will support. The meeting will normally be held at the Academy during working hours unless this is not convenient to either you or the Academy.

10 **Right to be accompanied:** You have the right to be accompanied to the Consultation Meeting by a fellow worker or trade union representative.

11 **Considerations:** On receipt of a Request the Academy will carefully consider the benefits of the requested changes in working conditions for you and the Academy and weigh these against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis; agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to their working patterns.

12 **Grounds for refusal:** Your Request (and your appeal) may be refused where the Academy 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 Academy;

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 Academy is unable to reorganise work among existing staff;

12.4 the Academy 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 Academy;

12.6 the Request would, if agreed, result in a detrimental impact on the level of performance at the Academy;

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 Academy cannot agree to your Request.

13 **Existing working arrangements:** If existing flexible working arrangements within the Academy mean that it will be difficult to agree a Request, the Academy 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 Academy will notify you in writing of the decision. Where the Academy agrees to your Request, the Academy will also confirm the variation agreed to and the date from which it is to take effect. Where your Request is not agreed, the Academy 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 Academy's decision not to agree to your Request. Such an appeal must be exercised in writing within 10 working days after the day the Academy's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Headteacher.

16 **Appeal meeting:** The Academy will hold a meeting to discuss your appeal as soon as possible, but in any event usually within 10 working days of your notice of appeal being given. The appeal meeting will be held by a member of the Academy Standards and Ethos Committee who has not been involved in the Consultation Meeting. The appeal meeting will normally be held at the Academy during working hours unless this is not convenient to either you or the Academy.

17 **Right to be accompanied:** You may be accompanied to the appeal meeting by a fellow worker.

18 **Notification of appeal decision:** The Academy will notify you in writing of its decision on your appeal as soon as possible, but in any event usually within 10 working days of the appeal meeting. Where the Academy upholds your appeal, the Academy will also specify the variation agreed to and the date from which it is to take effect. Where your appeal is dismissed, the Academy 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 Academy reaches a decision. The Academy 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 Academy with the information that is required to assess whether the Request should be agreed.

Appraisal policy

Introduction

1 **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 Academies are committed to implementing effective measures to monitor the performance of staff and their development.

2 **Training for appraisers:** The Trust will ensure that all appraisers will have sufficient training on the appraisal process and their role and responsibilities.

3 **Flexibility:** 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.

4 This policy applies to all employees of the Trust, including the Headteacher, teachers and support staff, and centrally employed staff within the Trust, except those on contracts of less than one term (as referred to above), those undergoing statutory induction (i.e. Early Career Teachers - ECTs) and those who are subject to the Trust's Capability Policy. It does not apply to agency workers. Employees who are within their probationary period, will have their performance managed in accordance with the probationary policy. However the appraisal principles set out in this policy will still apply.

Amendments: If the Trust amends the appraisal procedure from time to time, you will be given advance notice of the amendments.

Appraisal process

5 **Personnel:** Appraisers will be appointed by the Headteacher.

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 Academy 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 Academies as a whole. The appraisee should complete the 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 line manager 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 Academy'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 Academy.

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 Academy will offer appropriate support or training. The Academy reserves the right to vary or replace objectives during the year should circumstances change.

7 **Timing:** All staff will be appraised once a year with at least one to two interim performance meetings (or more if required) during the appraisal cycle. 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 these meetings. The final 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.

8 **Headteachers:** For Headteachers appraisals will be conducted between September and December by a panel usually consisting of the CEO, Deputy CEO or Regional Director of Education (RDE) and usually two members of the Academy Standards and Ethos Committee. Follow up may also take place throughout the year and mid-year reviews will take place.

Setting objectives

9 **SMART objectives:** The usual number of objectives each year will usually be three, and no more than six by agreement. 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.

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

11 **Records:** The Academy will keep copies of all completed appraisal forms on your personnel file in a secure place for six years before they are destroyed. You should also keep a copy of the appraisal form for your own records.

Link to pay

12 **Use of appraisals in setting pay:** Decisions on pay will be made by the Academy Standards and Ethos Committee following the appraisal round, which will be passed to the CEO for final approval.

13 **Headteacher pay:** Decisions on Headteacher pay will be recommended to the DSAT Board by the Chief Executive Officer, with due regard to information and input from the Academy Standards and Ethos Committee.

When setting pay the Academy will have regard to the outcome of the appraisal process for the current year in accordance with the Trust's pay policy.

Reviewing performance throughout the year

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

15 **Observation:** For teaching staff, the ongoing review will 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 Academy and will vary depending on the circumstances. Classroom observations for teachers will usually be carried out by those with QTS and for teaching assistants by those with QTS or a HLTA.

16 **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.

17 **Development and support:** The Academy 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

18 **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 Academy may instigate formal action under the capability procedure. There will normally be notification to the member of staff that the capability procedure will be instigated after a period of ten days

Pay policy

Section A – General Introduction

1. Introduction

1.1 This policy sets out the framework for making decisions on employees' pay. It has been developed to comply with current legislation[6], the requirements of the School Teachers' Pay and Conditions Document (STPCD), the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service ("Green Book") and in accordance with the principles of public life – objectivity, openness and accountability.

1.2 In adopting this pay policy the aim is to:

(a) achieve excellent outcomes for all students

(b) support the recruitment and retention of a high quality workforce

(c) complement the Trust's appraisal policy which is supportive and developmental and ensures employees have the skills and support to do their job effectively

(d) enable us to recognise and reward staff appropriately for their contribution to the Trust

(e) help to ensure that decisions on pay are managed in a fair, just and transparent way

(f) ensure that there is no pay discrimination in decision making and that decisions are based on evidence and can be justified

1.3 Pay recommendations at this Trust are made by the Academy Standards and Ethos Committee which are then passed to the Chief Executive for final approval, based on evidence which will be linked to appraisal outcomes and other indicators. Pay recommendations for Headteachers are made by the Chief Executive and approved by the Board's Pay Committee.

1.4 This policy has been implemented following consultation with staff and the recognised trade unions and forms part of our Employment Manual.

1.5 In line with staff contracts and other signed agreements, as well as reclaiming any accidental over-payments of salary, when leaving the Trust, employees will be required to settle any outgoing liabilities such as through the cycle scheme. Employees are expected to enter a formal training agreement for any substantial training courses, for which DSAT contributes towards the cost which may require reimbursement upon leaving. Full details are available on request.

2. Monitoring the impact of the policy

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

[6] Including the Employment Relations Act 1999, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

3. Review of policy

3.1 This policy is reviewed annually by the Trust as part of our Employment Manual in consultation with staff and recognised trade unions as required. We will monitor the application and outcomes of this policy to ensure it is working effectively.

Section B – Determining Teachers' Pay

1. Basic pay determination on appointment

1.1 The Academy, in consultation with the Trust, will determine the pay range for a vacancy prior to advertising it. On appointment it will determine the starting salary within that range to be offered to the successful candidate.

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

(a) the nature of the post

(b) the level of qualifications, skills and experience required

(c) market conditions

(d) the wider Trust context and strategic priorities

1.3 Although there is no assumption that a teacher will be paid at the same rate as they were being paid in a previous school, the school will determine the appropriate rate of pay for a teacher joining the school taking account of salary expectations, current salary (subject to proof of currently salary) and the factors set out above.

2. Pay reviews

2.1 The Academy Standards and Ethos Committee and the Trust Board will ensure that each teacher's salary is reviewed annually by no later than 31 October each year or by no later than 31 December each year for headteachers. Pay increases will be backdated to 1 September of the same academic year.

2.2 Salary will also be reviewed if a teacher takes up a new post with effect from the date the post commenced or in other circumstances as required, with effect from the relevant date.

2.3 All teachers will be notified in writing within one month of a decision on pay setting out their salary, any payments or other financial benefits awarded, any safeguarding, where a copy of the staffing structure and pay policy may be inspected and any other information required by STPCD.

3. Assessment of pay progression

3.1 In this Trust all teachers will receive regular feedback on their performance and are subject to an annual performance appraisal. The arrangements for teacher appraisal are set out in our Appraisal Policy.

3.2 Decisions regarding pay progression will be made with reference to the appraisal process. A fair and transparent assessment process will be in place where decisions are based on evidence.

3.3 In this Trust, judgements of performance will be made in relation to appraisal outcomes, meeting objectives and, where applicable, the Teachers' Standards.

3.4 The evidence we will use may include, but not be limited to appraisals, peer review, tracking pupil progress, lesson observations, the views of pupils and parents where appropriate.

3.5 Teachers' appraisal reports will contain pay recommendations. These recommendations will be reviewed by the Headteacher and will be moderated across the Academy and the Trust.

3.6 Final decisions about whether or not to accept a pay recommendation will be made by the Pay Committee of the Academy Standards and Ethos Committee, having regard to the appraisal report containing the pay recommendation and the review and moderation exercise by the Headteacher.

3.7 Additional progression may be considered in accordance with the criteria set out in this policy.

3.8 It will be possible for a 'no progression' determination to be made without recourse to the capability procedure.

3.9 Where teaching, progress or compliance with the Teachers' Standards (where applicable) is not meeting expectations the Headteacher will determine support and if necessary the capability procedure will be used. In such situations there would be no pay progression during that year.

3.10 The Academy Standards and Ethos Committee / Trust will consider its approach in the light of the Academy / Trust's budget and ensure that appropriate funding is allocated for pay progression at all levels.

4. Main pay range for teachers

4.1 The main pay range within this Trust is from £30,000 - £41,333 per annum. Within this range this Trust has six reference points which are as follows:

Point	**Annual FTE salary**
1 (main pay range minimum)	£30,000
2	£31,737
3	£33,814
4	£36,051
5	£38,330
6 (main pay range maximum)	£41,333

Pay progression for main pay range teachers

4.2 Eligible main pay range teachers will be automatically considered for progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the teacher's performance with reference to the appraisal process.

4.3 Teachers will progress by one point until they reach the top of their range if in the professional judgement of the Headteacher they can demonstrate and the Academy Standards and Ethos Committee is satisfied that there is evidence of:

(a) Consistently good teaching evidenced throughout the year

(b) Pupil progress and other targets achieved

(c) The Teachers' Standards are met in full

4.4 Additional progression may be considered for those teachers who in the professional judgement of the Headteacher that they can demonstrate and the Academy Standards and Ethos Committee is satisfied that there is evidence of:

(a) Consistently "outstanding" teaching

(b) Progress targets exceeded in the majority of groups or pupils

(c) Successful leadership of a whole school initiative where impact can be evidenced

5. Upper pay range for teachers

5.1 The upper pay range within this Trust is from £43,266- £46,525 per annum. Within this range this Trust has three reference points which are as follows:

Point	**Annual FTE salary**
1 (upper pay range minimum)	£43,266
2	£44,870
3 (upper pay range maximum)	£46,525

Application to be paid on the upper pay range

5.2 Any qualified teacher may apply to be paid on the upper pay range and any such application must be assessed in line with this policy. It is the responsibility of the teacher to decide whether or not they wish to apply to be paid on the upper pay range.

5.3 Applications may be made once a year by no later than 30th September.

5.4 Applications should contain evidence from the last 2 years and should be made in writing and be submitted to the Headteacher.

5.5 An application from a qualified teacher to progress on to the upper pay range will be successful where they can demonstrate that they meet not only the Teachers' Standards, but are highly competent in all elements of the standards and that their achievements and contribution are substantial and sustained. In this Trust, this means that to be recommended for progression, the Academy Standards and Ethos Committee must be satisfied that the teacher meets this criteria and there is evidence from the past 2 years of:

a) Consistently high quality teaching

b) Evidence of coaching and supporting colleagues to achieve improved student outcomes
c) Acting as a role model for Teaching & Learning
d) A commitment to personal development and CPD focused on improving outcomes for students
e) Highly competent in all areas of the Teachers' Standards
f) The contribution at this level must be substantial and sustained.

5.6 The application will initially be assessed by the Headteacher who will moderate all applications. The Headteacher will then make recommendations to the Pay Committee who will make the final recommendation to the Chief Executive for approval.

5.7 The assessment will usually be made 31 October if not before.

5.8 If successful, applicants will move on to the upper pay range backdated to 1 September of that academic year.

5.9 Ordinarily a successful teacher will be placed on the bottom of the upper pay range. In exceptional circumstances the Headteacher may recommend a higher salary based on:

(a) the nature of the post and the responsibilities it entails

(b) the level of qualifications, skills and experience of the teacher

(c) market forces

5.10 If unsuccessful, feedback will be provided in writing by the Headteacher along with confirmation of the process for appeals.

Pay progression for teachers within the upper pay range

5.11 Once a teacher has moved on to the upper pay range, if eligible they will be automatically considered for further progression no more than once every two years and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the teacher's performance with reference to the appraisal process.

5.12 Upper pay range teachers will progress by one point, until they reach the top of the range, if they can demonstrate and the Academy Standards and Ethos Committee is satisfied that there is evidence from the required period of continuing to meet the criteria at 5.5.

5.13 Additional progression may be considered for upper pay range teachers where performance is judged to be exceptional taking into consideration the criteria at 5.5 and where all objectives have been exceeded.

6. Pay range for unqualified teachers

6.1 The unqualified teacher pay range within this Trust is from £20,598 - £32,134 per annum and has 6 pay points in line with the advisory points set out at Annex 4 of STPCD as follows:

Point	**Annual FTE salary**

1 (unqualified teacher pay range minimum)	£20,598
2	£22,961
3	£25,323
4	£27,406
5	£29,772
6 (unqualified teacher pay range maximum)	£32,134

Pay progression for unqualified teachers

6.2 Eligible unqualified teachers will be automatically considered for further progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the teacher's performance with reference to the appraisal process.

6.3 Judgements of performance will be made in relation to appraisal outcomes and meeting objectives. The minimum expectation to achieve pay progression is:

a) All objectives met
b) Consistently good teaching evidenced throughout the year
c) Pupil progress targets achieved for all groups

6.4 Additional progression will be considered for unqualified teachers who demonstrate:

a) All objectives exceeded
b) Consistently outstanding teaching evidenced throughout the year
c) Progress targets exceeded in the majority of groups or pupils

7. Pay ranges for leading practitioner posts

7.1 Leading practitioner posts have the primary purpose of modelling and leading improvement of teaching skills. Within this Trust, where appointed, they will take a leadership role in developing, implementing, and evaluating policies and practice in their workplace that contributes to school improvement. To be appointed to a leading practitioner role, the teacher must:

a) be an exemplar of teaching skills,

b) lead the improvement of teaching skills in the Trust,

c) carry out the professional responsibilities of a teacher other than a Headteacher, including those responsibilities delegated by the Headteacher.

7.2 The pay range for these posts will be determined individually for each leading practitioner post, which may differ to reflect the different demands and challenges of that post. Each individual pay range will be determined within the overall minimum and maximum of the pay range set by STPCD.

Pay progression for leading practitioners

7.3 Eligible leading practitioners will be automatically considered for further progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the leading practitioner's performance with reference to the appraisal process.

7.4 Leading practitioners will progress by one point until they reach the top of their range, if they can demonstrate and the Academy Standards and Ethos Committee is satisfied that they continue to effectively carry out the purpose of the role as set out at 7.1 and there is evidence of:

a) Consistently outstanding teaching
b) Evidence of coaching and supporting colleagues to achieve improved student outcomes
c) Acting as a role model for Teaching & Learning
d) A commitment to personal development and CPD focused on improving outcomes for students
e) Highly competent in all areas of the Teachers' Standards

7.5 Additional progression may be considered for leading practitioners where performance is judged to be exceptional taking in to account the criteria at 7.4 and where all objectives have been exceeded.

8. Pay ranges for members of the leadership group

8.1 Pay ranges for Headteachers, Deputy Headteachers and Assistant Headteachers will be determined in line with STPCD for new appointments, where responsibilities significantly change or if this Trust chooses to review pay of leadership posts in line with STPCD. The pay range will take into account all permanent responsibilities of the role, any challenges that are specific to the role and all other relevant considerations including the skills and competencies required. Pay ranges will allow appropriate scope for performance related progression over time.

Headteachers

8.2 The school will be assigned to a Headteacher group calculated using its total unit score, in accordance with STPCD.

8.3 A pay range will be determined for the Headteacher which will not normally exceed the maximum of the Headteacher group, unless the specific exceptional circumstances or candidate warrant it, up to an additional 25%. This will generally follow the Leadership Scale published by NAHT in line with the STPCD ranges.

8.4 Additional payments may be made to a Headteacher for temporary responsibilities that are in addition to the duties taken into account for the determination at 8.1-8.3. The total sum of any temporary payments will not normally exceed 25% of the Headteacher's annual salary.

8.5 In addition, the total sum of annual salary combined with any temporary payments (where applicable) will not exceed the maximum of the headteacher group, calculated at 8.2, by more than 25%. Where this, or exceeding the limits set out at 8.3 and 8.4 are being considered by the pay panel of the Academy Standards and Ethos Committee, there must be

wholly exceptional circumstances and that committee must make a business case to the Trust Remuneration Committee who will seek external independent advice.

Heads of School, Deputy Headteachers and Assistant Headteachers

8.6 A pay range will be determined for any Head of School, Deputy Headteacher and Assistant Headteacher, considering how the role fits within the wider leadership structure of the Academy. The pay range will not exceed the maximum of the Headteacher group for the school and will not normally overlap with the pay range of the Headteacher, except in exceptional circumstances.

Pay progression for members of the leadership group

8.7 Eligible members of the leadership group will be automatically considered for further progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the leadership group member's performance with reference to the appraisal process.

8.8 Leadership group members will progress by one point until they reach the top of their range if they can demonstrate and the Academy Standards and Ethos Committee is satisfied that there is evidence of sustained high quality of performance in Academy leadership and management and pupil progress, clearly linked to school improvement priorities and outcomes.

8.9 Additional progression may be considered for members of the leadership group where performance is judged to be exceptional taking in to account the criteria at 8.8 and where all objectives have been exceeded.

9. Teaching and Learning Responsibility (TLR) payments

9.1 In this [School/Academy/Trust] we pay TLR1 or TLR2 to a classroom teacher for undertaking a sustained additional responsibility in the context of our staffing structure for the purpose of ensuring the continued delivery of high-quality teaching and learning and for which the teacher is made accountable. The award is made whilst the teacher remains in the same post or occupies another post in the absence of a post-holder.

9.2 Current values are as follows in accordance with the staffing structure:

TLR1	£9,272 - £15,690 per annum
TLR2	£3,214 - £7,847 per annum

9.3 In addition we may award a fixed-term TLR3 to a classroom teacher for time-limited, clearly defined school improvement projects, or one-off externally driven responsibilities, or where teachers are undertaking tutoring work outside of normal directed hours but during the school day, to provide catch-up support on learning lost to the Covid-19 pandemic. The annual value of a TLR3 will be no less than £639 and no greater than £3,169. Consecutive TLR3s for staff undertaking the same responsibility will not be awarded, except where the responsibility relates to tutoring as set out above

10. Special Educational Needs (SEN) allowances

10.1 A SEN allowance will be paid to classroom teachers who meet the criteria set out in STPCD. Where a SEN allowance is to be paid, the spot value of between £2,539 and £5,009 will be determined based on the structure of the SEN provision, whether mandatory qualifications are required for the post, the qualifications or expertise of the teacher and the relative demands of the post.

11. Recruitment and retention incentives and benefits

Payments or other financial assistance, support or benefits may be made to teachers (except to those in leadership posts, other than in the circumstances set out in STPCD), where we consider it necessary as an incentive for the recruitment of a new teacher or the retention of an existing teacher. Such an incentive or benefit may be made as a one off award or an ongoing, time limited allowance and the appropriate value of the award will be determined by the Trust Where an ongoing, time limited award is to be made, this will be regularly reviewed and it will be made clear in writing at the outset of the award the expected duration and the review date after which the award may be withdrawn.

12. Early Career Teachers (ECTs)

12.1 In the case of ECTs, determinations of performance and any pay recommendations will be made by means of the statutory induction process.

12.2 Eligible ECTs will be automatically considered for progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the ECT's performance with reference to the statutory induction process including the outcome of the formal assessments.

12.3 Eligible ECT's may be awarded pay progression at the end of the first year of their induction period.

13. Part time teachers

13.1 Teachers who work less than a standard working week are deemed to be part time. Their hours and working time obligations will be set out in their contracts of employment and in line with the provisions of STPCD. The pay of part time teachers will be determined in the same way and at the appropriate percentage of a full-time teachers and any increase in pay will be paid pro rata to full time equivalent salary rates.

14. Short notice/supply teachers

14.1 Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of 195 days; periods of employment for less than a day being calculated pro-rata. They will be paid the agreed rate for the job and are not subject to the appraisal process.

15. Pay protection

15.1 Pay protection arising from changes to pay and structure will be in line with the provisions of STPCD.

16. Absence and pay progression

16.1 Employees who are absent long term (including but not limited to maternity leave and long term sick leave due to a disability) are still eligible to be considered for pay progression.

16.2 The Trust will take into account the criteria set out in this policy, but use the period of time prior to the employee commencing their period of absence. In most cases this will be the preceding year or two years for progression on to the upper pay range. If there is sufficient time for assessment in the current cycle, that period may also be considered.

17. Appeals

17.1 The steps of the pay appeals process perform the function of the grievance procedure on pay matters and so employees will not be able to raise the complaint under the Trust grievance procedure following conclusion of a pay appeal.

17.2 Employees may be represented by a recognised trade union or colleague at any formal stage of this procedure. The employee is responsible for making these arrangements and for providing their representative with any paperwork they require for the hearing. The teacher should inform the clerk to governors who their chosen companion is, in good time before the hearing.

Informal discussion

17.3 As part of the normal salary review process, the Headteacher will inform the teacher of the pay decision. Upon receipt of written notification of the pay decision, if the teacher is dissatisfied they should first discuss the decision with the Headteacher within 5 working days of receipt of the notification.

17.4 This discussion gives an opportunity for a teacher to discuss the decision on their pay, to gain an understanding of why the pay recommendation and decision were made and to resolve issues quickly and informally. If this does not resolve an issue, a teacher may follow the formal procedure set out below.

Stage One

17.5 If, following discussion with the Headteacher, the teacher remains dissatisfied, they can make a formal appeal in writing within 5 working days of the discussion with the Headteacher to the committee who made the decision. The possible grounds for appeal are:

(a) incorrectly applied any provision of the STPCD;

(b) failed to have proper regard for statutory guidance;

(c) failed to take proper account of relevant evidence;

(d) took account of irrelevant or inaccurate evidence;

(e) was biased; or

(f) unlawfully discriminated against the teacher.

17.6 Appeals against pay decisions should be made in writing and addressed to the Pay Committee of the Academy Standards and Ethos Committee, stating the grounds of their appeal in accordance with 16.5 above.

17.7 The panel who made the decision (or a representative from) will convene a meeting to consider the appeal as soon as is practically possible. The employee will be invited in

writing, giving a minimum of 5 working days' notice and copies of any relevant documents to be considered at the meeting will be enclosed.

17.8 The teacher will have the opportunity to make representations to the Pay panel or their representative and a school representative will also attend to present the management case. A note taker will also be present.

17.9 The panel or their representative will review their decision and will confirm the outcome in writing to the teacher within 5 working days.

Stage Two

17.10 If a teacher wishes to appeal against the decision made at Stage One, they may do within 5 working days of the written decision on the grounds that the committee who made the decision:

a. incorrectly applied any provision of the STPCD;
b. failed to have proper regard for statutory guidance;
c. failed to take proper account of relevant evidence;
d. took account of irrelevant or inaccurate evidence;
e. was biased; or
f. unlawfully discriminated against the teacher.

17.11 Appeals against the decision at Stage One should be made in writing and addressed to the Clerk to Governors of the Academy Standards and Ethos Committee stating the grounds of their appeal in accordance with 16.10 above.

17.12 Upon receipt an appeals panel of three different governors who have not been involved in the original decision will convene a meeting to consider the appeal as soon as is practicably possible. The employee will be invited in writing, giving a minimum of 5 working days' notice and copies of any relevant documents to be considered at the hearing will be enclosed.

17.13 The teacher will have the opportunity to make representations to the appeals panel and a representative of the original decision making panel will also attend. A note taker will also be present.

17.14 The decision of the panel will be confirmed in writing to the teacher within 5 working days. The appeal panel's decision is final; there is no further right of appeal.

Section C – Determining Support Staff Pay

1. Pay reviews

1.1 The Academy Standards and Ethos Committee will ensure that each member of support staff's salary is reviewed annually with effect from 1 April if eligible.

2. Salary scales

2.1 The salary scales used will be in accordance with the Green Book and Local Authority pay scales.

3. Job descriptions

3.1 The Headteacher in conjunction with the line manager of the role will ensure that an up to date job description is available for each post which identifies the appropriate duties.

3.2 The job description will be reviewed as appropriate or when duties or responsibilities have changed and it will be amended to reflect the current role; although it should be recognised that job descriptions are not intended to list all tasks. An employee may request changes to their job description if they feel their duties or responsibilities have changed significantly. If appropriate, consideration may be given to whether the grade for the post should be re-determined and if it is, the post holder will be paid the new grade from a date determined by the Headteacher. If the assessment results in a lower grade, the employee may be entitled to salary protection in accordance with their terms and conditions of employment.

4. Basic pay determination on appointment

4.1 The Academy, in consultation with the Trust will determine the grade for a vacancy prior to advertising it which will be identified on the job description. On appointment the Headteacher will determine the appropriate point within the grade to be offered to the successful candidate (which will usually be the bottom point of the grade). However in making such determinations, this may take in to account a range of factors, including:

(a) the nature of the post

(b) the level of qualifications, skills and experience required

(c) market conditions

(d) the wider Trust context and strategic priorities

5. Incremental progression

5.1 If the employee has more than 6 months' service in their role at 1 April, they are eligible for an increment subject to satisfactory service. This will be paid annually with effect from 1 April until the employee reaches the top of their scale.

5.2 If the employee has less than 6 months' service in their role at 1 April, the first increment will not be paid until six months after their appointment subject to satisfactory service. Subsequent increments will be payable on 1 April in line with paragraph 5.1 of this policy.

5.3 Incremental progression is subject to satisfactory service and as such may be withheld where there are concerns about an employee's performance, such as achievement of objectives under the school's appraisal policy or wider performance concerns during the appraisal year. Where concerns arise, these will be discussed with the employee and a support plan put in place. In cases where incremental progression is withheld, the employee will receive confirmation of this in writing including the reasons and informing them of their right of appeal. Pay progression may be refused without recourse to the capability procedure.

6. Honoraria

6.1 An honorarium may be paid on a temporary basis where an employee is offered and agrees to:

(a) undertake higher level work in addition to their normal duties

(b) 'act up' for at least four weeks in to a higher graded post which has become temporarily vacant, for example, due to sick leave

6.2 The Headteacher will determine the amount of this payment. Where the employee is undertaking higher level work not equivalent to a higher graded post, a fixed sum will be agreed. Where the employee is acting up and if carrying out the full responsibilities of the role, the payment will usually be the difference between the minimum point of the higher graded role and their current salary.

6.3 The employee will return to their substantive post and salary when they are no longer required to undertake the higher level work or 'act up'.

6.4 This should usually only be a temporary solution and the Headteacher should consider whether it may be more appropriate to advertise the post or duties on a fixed term basis.

7. Appeals

A member of support staff has the right to appeal against a decision that affects their pay. The principles of the appeals process for teachers apply (set out in Section B, paragraph 16) however the Green Book replaces STPCD at 16.5(a) and 16.10(a).

Section D – Determining Executive Pay

Executive Pay

In this Trust, the Executive Team consists of: Chief Executive Officer, Finance Director, Director of Education and Regional Directors of Education. Pay arrangements for Headteachers and Heads of School working in the Trust will be as per the provisions of STPCD.

When setting pay and terms and conditions for the Executive team, the following documents are taken into consideration and used for reference purposes:

- School Teachers Pay and Conditions (STPCD)
- Academy Trust Handbook 2023 and any relevant Education and Skills Funding Agency guidance
- 'Green and Burgundy Books'

For those posts where the salary arrangements are likely to fall outside the scope of STPCD, consideration is also given to external pay benchmarking, market analysis and Trust performance (both educational and financial). Pay arrangements that fall outside of STPCD will be approved by the Board's remuneration committee, in line with financial delegation arrangements and include justification for the level of remuneration.

Pay for Executives will be reviewed on an annual basis and the pay review will be completed by December. Any pay increase will be based on performance taking account of the parameters of public sector pay increases as they apply to the education sector. All Executives are given challenging performance management objectives and these are managed and assessed under the Trust's

appraisal policy. No increases will be given without supporting data demonstrating the required performance and evidence based on a constant drive for improvement.

In determining starting salaries or increases for Executives, the Trust consider following and include such information in the justification:

- Level of educational challenge to the Trust
- Level of financial challenge to the Trust (including any financial constraints)
- Level of geographic challenge to the Trust
- External pay reports and evaluation
- Any relevant contractual changes to protect the Trust – extending notice periods, restrictive covenants etc.
- Media/ESFA and parental scrutiny

Capability procedure

Introduction

1 **Flexibility:** The capability procedure is applicable to you once you have completed your probationary period. Employees in the probationary period will be managed in accordance with the Trust's probationary policy. The Trust and all of its Academies 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 **Application:** With the exception of paragraph 5 which applies to teaching staff only, this procedure applies to both teaching and support staff, excluding those in probation whose performance will be managed under the probation policy.

4 **Conduct:** This procedure does not apply to misconduct or incompetence, incapacity or other poor performance which is attributable to misconduct.

5 **Standards:** The Trust expects that as a minimum all teachers will meet the Teaching Standards. All members of staff will be expected to fulfil the requirements of their job description and any other objectives reasonably set.

The procedure

6 **Investigation:** As a first step any capability / underperformance 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. Relevant witnesses may be called by the person conducting the meeting. Such a request should be provided in writing [at least 2 days prior to the meeting] with details of why such a witness should be called. The person conducting the meeting shall determine who shall be called as a witness and may request a written statement is provided instead of attendance.

9 **Right to be accompanied:** You may be accompanied to the Capability Meeting by a colleague or trade union official.

10 **Capability Meeting:** A panel will be appointed to conduct the Capability meeting which will usually include the Headteacher (or an alternative senior member of staff) and your line manager may be asked to attend. If you are the Headteacher then an alternative person of appropriate seniority will be appointed, this will usually be one or more of the Governors and / or the Chief Executive. 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 Academy 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 find out if there are any issues (both in or outside of work) that are affecting their performance that need to be considered, including disability or health matters where reasonable adjustments to working arrangements or this procedure could be made;

10.6 the time in which performance must improve and the method by which your performance will be monitored;

10.7 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 Headteacher 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 Academy'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 Headteacher 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:** An appeal against a decision to dismiss will not postpone the dismissal itself. If, once the appeal has been heard, it is decided that the dismissal was not the appropriate outcome you will be reinstated and your continuity of employment will be unaffected. You will be reimbursed for any loss of earnings during the intervening period.

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 **Rules of conduct:** Whilst employed by the Trust, you should at all times maintain professional and responsible standards of conduct. In particular, you should:

2.1 observe the terms and conditions of your contract of employment;

2.2 ensure that you understand and follow the Trust's Code of Conduct for Staff enclosed within this Employment Manual;

2.3 observe all other policies and procedures included in the Employment Manual or otherwise notified to you from time to time;

2.4 comply with all reasonable advice given by staff who are senior to you;

2.5 act at all times in good faith and in the best interests of the Trust, its Academies, their pupils, parents, guardians or carers and staff;

2.6 uphold public trust in the profession and maintain high standards of ethics and behaviour;

2.7 have an understanding of, and always act within, the statutory frameworks which set out your professional duties and responsibilities.

2.8 never behave in a way either inside or outside of work which could cause harm to a child

2.9 never commit a criminal offence either inside or outside of work

2.10 never behave in a way towards a child, either inside or outside of work , which could indicate that you pose a risk of harm to children

2.11 never behave in a way, either inside or outside of work, that could indicate that you may not be suitable to work with children

3 **Instances of misconduct:** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:

3.1 unauthorised absence from work;

3.2 lateness;

3.3 inappropriate standard of dress;

3.4 smoking on Trust or Academy premises;

3.5 contravention of minor safety regulations;

3.6 disruptive behaviour.

4 **Gross misconduct:** You must not commit any act of gross misconduct. Any such act, following an investigation, will 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:

4.1 failure to comply with the Trust's Child Protection and Safeguarding Policy and Procedures or the Trust's Code of Conduct, the Trust's IT acceptable use policy or the Trust's social media policy;

4.2 failure to notify the Trust of any child protection investigation of you or any member of your household;

4.3 failure to immediately notify the Trust of any arrest, charge or conviction of any criminal offence brought against you during your employment;

4.4 failure to immediately notify the Academy if you are or become the subject of a referral to the Teacher Regulation Agency or any successor body;

4.5 failure to immediately notify the Academy of any change in circumstances which has or will result in you being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management;

4.6 indecent, violent or offensive behaviour whether committed at or outside work;

4.7 inappropriate conduct with a pupil of any of the Trust's Academies, or a pupil of another school or academy;

4.8 misuse of or deliberate damage to Trust or Academy property;

4.9 fraud, theft or dishonesty;

4.10 being on duty whilst unfit due to the influence of drugs and / or alcohol;

4.11 possession, use, supply or attempted supply of illegal drugs;

4.12 actions that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so;

4.13 bullying or harassment;

4.14 accepting or giving bribes or other secret payments or other breach of the Trust's anti-bribery and corruption policy;

4.15 accepting a gift in contravention of the Trust's Code of Conduct without the prior consent of the Headteacher;

4.16 conduct (whether committed at or outside work) which is likely to damage the reputation of the Trust or its Academies or bring them into disrepute;

4.17 discrimination (including harassment or victimisation) on grounds of sex, pregnancy and maternity, marital or civil partnership status, race, disability, age, sexual orientation or religious belief;

4.18 disregarding health and safety rules / requirements (including the Trust's Health and Safety at Work Rules) and endangering yourself or others;

4.19 giving false information as to qualifications or entitlement to work (including immigration status);

4.20 wilful neglect or refusal of duty;

4.21 misuse of confidential information;

4.22 use of Academy resources to view, retrieve or download pornographic material, or any other material which the Trust or Academy reasonably believes is unsuitable;

4.23 causing loss, damage or injury through serious negligence;

4.24 making a disclosure of false or misleading information under the Trust's whistleblowing policy maliciously, for personal gain, or otherwise in bad faith; or

4.25 making untrue allegations in bad faith against a colleague;

4.26 behaving in a way, either inside or outside of work, which could cause harm to a child, or could indicate that you pose a risk of harm to children or could indicate that you may not be suitable to work with children

Disciplinary procedure

1 Introduction

Aims: The aims of this Disciplinary Procedure and its associated Disciplinary Rules are to set out the standards of conduct expected of all staff and to provide a framework within which the Trust can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

Scope: The procedure applies to all employees regardless of length of service excluding those in their probationary period where separate arrangements apply. It does not apply to agency workers or self-employed contractors.

Flexibility: The Academy will follow a fair procedure in the event that disciplinary action is necessary. There may be occasions when the Academy considers it appropriate to change or omit parts of this procedure.

Amendments: The Trust may revise this procedure from time to time. You will be notified in writing of any changes. Where it considers it appropriate the Trust will consult with staff and unions and/or the joint union negotiating body in relation to significant proposed changes.

Capability: This procedure does not apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.

Record of proceedings: The Academy may, in its sole discretion, appoint someone (independent where possible) to take notes 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.

2 Confidentiality and data protection

It is the aim of the Trust to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat any information communicated to them in connection with an investigation or disciplinary matter as confidential.

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

Employees will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against them, unless there is good reason that a witness's identity should remain confidential.

During informal action, formal investigation and any subsequent stages of the procedure, the Trust will collect, process and store personal data in accordance with our data protection policy. The data will be held securely and accessed by, and disclosed to, individuals only for the purposes of completing the disciplinary procedure. Records will be kept in accordance with our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Any breach of data protection may constitute a disciplinary offence and be dealt with under this procedure.

3 Allegations

Allegations may be brought to the Trust's attention in a number of ways and through a variety of sources. The disciplinary rules are set out in the Employment Manual above. As with disclosures made by children and young people, adults need to be aware that in making an allegation it is not always possible to keep the matter confidential. The Headteacher/Manager will need to decide upon the most appropriate course of action and may choose to proceed with an investigation even if the person making the allegation does not want them to.

Allegations which involve issues of child protection and/or abuse of children by staff should be referred immediately to the Designated Officer of the Local Authority. See the Allegations of Abuse Against Staff Policy for further guidance on the management of this type of allegation. No further action under this procedure will usually be taken until the Designated Officer of the Local Authority has been consulted.

As recognisable figures in the local community the behaviour and conduct of staff in the Trust outside of work can impact on their employment. Therefore conduct outside work may be treated as a disciplinary matter if it is considered that it is relevant to the employee's employment

4 Criminal charges

Where conduct is the subject of a criminal investigation, arrest, charge or conviction the facts will be investigated before deciding whether to take formal disciplinary action. Disciplinary action will not be automatic and will depend upon the circumstances. Employees should inform their Manager immediately if they are involved in a criminal investigation, arrest, or are subject to a charge or conviction. Failure to notify their line manager may result in disciplinary action.

The Trust will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where employees are unable or have been advised not to attend an investigation meeting or disciplinary hearing or say anything about a pending criminal matter, a decision may have to be made based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if it is considered that it is relevant to the employee's employment.

Where a criminal investigation relates to allegations of abuse of children or young people the Trust will co-operate and share information about the employee with other relevant agencies as appropriate.

5 The investigation stage

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 Academies, a pupil, an employee or you, the Headteacher or Line Manager if you are not based in an

Academy, after discussion with the HR Team, may immediately suspend you from work on full pay and benefits whilst the investigation proceeds. Approval will normally be sought from the Chief Executive Officer wherever possible. Any suspension will be reviewed during the period of suspension and may be lifted at any time if there are reasonable grounds to do so. Any period of suspension will not be unnecessarily protracted. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. Employees will continue to receive normal salary and benefits during the period of suspension. Alternatives to suspension, for example re-organisation of duties, work location, temporary redeployment to another role etc will be explored where relevant before a decision to suspend is made. The nature and severity of the allegations will need to be considered as well as the employee's role and if their continued presence would result in potential harm to the organisation or others, or make it difficult to investigate. Where allegations are made that involve the protection of children, suspension will not be considered to be automatic. A reasoned decision will be made based on all available information. Additional information on the management of these allegations is available in the Allegations and concerns raised in relation to staff, supply staff, contractors and volunteer Policy. The arrangements and the reasons for suspension will be confirmed to the employee in writing as soon as possible or or within one working day if in relation to a safeguarding concern or allegation. .

7 **Support and guidance:** The Academy 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. It is recognised that suspension may impact on an employee's mental wellbeing. The method and frequency of keeping in touch will be agreed and the employee will be kept updated on the progress of the investigation and disciplinary process. Employees will also be made aware of the support available through the Trust employee assistance scheme

8 **Separation of roles:** The Academy will appoint an independent senior member of staff to carry out the investigation . This will normally be someone who has not been involved in the matter under investigation and may be from outside of the school / department in which the employee under investigation is normally located. (**Investigating Officer**).

9 **Interview:** As part of the investigation the Investigating Officer may (if considered appropriate) undertake an interview with you. The Academy will usually permit you in its discretion to be accompanied by a colleague or trade union representative.

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. If you or your colleague / representative are unavailable at the time proposed for the hearing, we will attempt to reschedule. The Trust will not normally reschedule a disciplinary hearing more than once.

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. Where your chosen companion is unavailable at the time

proposed for the hearing, you have the right to suggest an alternative time which is not more than 5 working days later.

13 **Witnesses:** You may ask relevant witnesses to attend the disciplinary hearing, provided it is reasonable to do so and you give the Academy sufficient advance notice to arrange their attendance. You may arrange their attendance yourself. 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 Academy will appoint a Disciplinary Panel to hear the matter. In appropriate circumstances, the Headteacher or another person may hear the matter, accompanied by a suitable colleague. The Investigating Officer shall not be a member of the Disciplinary Panel but may attend to present their findings (see below)

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 – this does not constitute a cross-examination as in 13 above. 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 Headteacher, Chair of the Academy Standards and Ethos Committee or the Chair of the DSAT Board where appropriate, 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 will normally comprise of three members but may in some circumanstances be less. 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. In exceptional circumstances, by agreement, you may be represented by a colleague of trade union official.

27 **Employment status:** An appeal against a decision to dismiss will not postpone the dismissal itself. If, once the appeal has been heard, it is decided that the dismissal was not the appropriate outcome you will be reinstated and your continuity of employment will be unaffected. You will be reimbursed for any loss of earnings during the intervening period .Termination of employment

28 **Termination of employment:** If the Trust ceases to use your services because you are unsuitable to work with children, a settlement 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 DSAT Board without delay.

29 **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 as soon as possible if the criteria for a referral are met.

30 **Teacher Regulation Agency:** Where you have been dismissed, or would have been dismissed had you not resigned, separate consideration will be given as to whether a referral to the Teacher Regulation Agency should be made. This decision will be made by the Chief Executive Officer in consultation with the Headteacher.

Allegations and concerns raised in relation to staff, supply staff, contractors and volunteers

1 Introduction

1.1 The Trust takes the safeguarding of its pupils very seriously and we recognise that it is extremely important that any allegation made against a member of staff, supply staff, contractors or volunteer is managed quickly and effectively. It is also important that low safeguarding concerns are recognised and reported so behaviours can be appropriately managed.

1.2 This policy sets out how the Trust will manage allegations and low level concerns raised in relation to a member of staff, supply staff, contractors or volunteers at our academy, together with allegations relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children. It meets the requirements of the Department for Education statutory guidance for managing allegations set out in Part 4 of Keeping Children Safe in Education 2023.

1.3 This policy is set out in two parts. The first part deals with allegations made against members of staff, including supply staff, contractors or volunteers, together with allegations relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children. The second part deals with low level concerns raised in relation to members of staff, including supply staff, contractors or volunteers.

2 Part One: Managing allegations made against members of staff, supply staff, contractors or volunteers

2.1 This part of the policy will be followed when managing such allegations and may be adapted to each case as required. Whilst it will be used in all cases, Part 4 of Keeping Children Safe in Education 2023 requires that it is followed in any case where it is suspected or alleged that a member of staff, including agency staff, or a volunteer has:

- behaved in a way that has harmed a child or may have harmed a child (see our child protection and safeguarding policy https://www.dsat.org.uk/safeguarding/ for what we mean by 'harm');
- possibly committed a criminal offence against or related to a child; or
- behaved towards a child or children in a way that indicates he or she may pose a risk of harm to children.
- behaved or may have behaved in a way that indicates they may not be suitable to work with children

2.2 The fourth bullet point above includes behaviour that may have happened outside of Trust that might make an individual unsuitable to work with children. This is known as transferable risk.

2.3 This policy will also be used where allegations are made relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children.

2.4 This policy will be used alongside our complaints policy and child protection and safeguarding policy, both of which can be accessed here https://www.dsat.org.uk/policies/.

3 Reporting an allegation

3.1 The safety and welfare of our pupils is of paramount importance and so all staff must report their allegations immediately.

3.2 Allegations made against a member of staff, supply staff, contractors or a volunteer should be reported to the Headteacher. Allegations involving the Headteacher should be reported to the Chief Executive or Chair of Governors. The Headteacher or Chief Executive (as appropriate) will then contact the local authority designated officer (LADO). The Headteacher/Governors will then act as the case manager.

3.3 When an allegation is made the case manager will consider two aspects:

3.3.1 looking after the welfare of the child; and

3.3.2 investigating and supporting the person subject to the allegation

3.4 In each case, the case manager will:

3.4.1 apply common sense and judgement;

3.4.2 deal with allegations quickly, fairly and consistently; and

3.4.3 provide effective protection for the child and support the person subject to the allegation.

3.5 Before contacting the LADO, the case manager will conduct basic enquiries to establish the facts to help determine whether there is any foundation to the allegation. The case manager will contact the LADO and an initial discussion will take place to consider the nature, content and context of the allegation and agree a course of action. The school/Trust Designated Safeguarding Lead may also be involved in this discussion. This discussion may include that:

- no further action is required; or
- more information is required to determine a course of action; or
- a strategy discussion should take place; or
- police or social care should be involved.

3.6 The academy will share relevant information with the LADO about the allegation, the child, and the person against whom the allegation has been made. If it is decided that a strategy discussion should take place, then the academy will always attend that meeting. Representatives from other agencies such as health, social care and police may also be invited to the meeting.

3.7 Where an allegation is made or becomes known to the Trust relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children the Headteacher will inform the LADO in accordance with paragraph 3.6 of this policy.

3.8 ***SEPARATELY REGISTERED EYFS ONLY*** The Trust will inform Ofsted of any allegations of serious harm or abuse made against any staff member. The Trust will notify Ofsted of the allegations and the steps that it has taken in respect of the allegation within 14 days of the allegation being made.]

4 Investigating an allegation

4.1 An investigation into the allegation should normally be undertaken by a senior member of staff at the school/Trust. Where no suitable staff are available or the nature or complexity of the allegation requires it, the school/Trust may appoint an independent investigator.

4.2 When determining the outcome of an investigation Part 4 of Keeping Children Safe in Education 2021 states that the following definitions should be used when determining the outcome of the investigation:

4.2.1 **Substantiated:** there is sufficient evidence to prove the allegation

4.2.2 **Malicious**: there is sufficient evidence to disprove the allegation and there has been a deliberate act to deceive or cause harm to the to the person subject to the allegation

4.2.3 **False:** there is sufficient evidence to disprove the allegation

4.2.4 **Unsubstantiated**: there is insufficient evidence to either prove or disprove the allegation. The term, therefore, does not imply guilt or innocence

4.2.5 **Unsubstantiated**: there is insufficient evidence to either prove or disprove the allegation. The term, therefore, does not imply guilt or innocence

4.2.6 **Unfounded**: to reflect cases where there is no evidence or proper basis which supports the allegation being made

4.3 In no circumstances would the school/Trust cease to use a member of supply staff due to safeguarding concerns without finding out the facts and liaising with the LADO to determine a suitable outcome. Whilst the Trust is not the employer of supply teachers, we will ensure allegations are dealt with properly and involve the supply staff agency in the process.

5 Supporting those involved

5.1 Parents/carers of the child(ren) involved

5.1.1 Parents or carers of the child involved will be told about the allegation if they do not already know of it. Where a strategy discussion is required, or police or children's social care need to be involved, the academy will not tell the parents or carers until it has been agreed with those agencies what information can be shared.

5.1.2 The academy will keep parents or carers informed about the progress of the investigation. Where there is no criminal prosecution the academy will tell parents or carers the outcome of the investigation. The deliberations of any disciplinary hearing, and the information taken into account in reaching a decision, will not normally be disclosed but the parents or carers of the child will usually be told the outcome **in confidence**.

5.2 The member of staff or volunteer

5.2.1 The academy has a duty of care to its employees and will act to minimise the stress inherent in the investigation process.

5.2.2 The person who is the subject of the allegation will be informed as soon as possible, usually after the initial discussion with the LADO. The person will be advised of the likely course of action unless the police or children's social care raise an objection. In those circumstances the academy will work with children's social care and the police to agree what information can be disclosed and when.

5.2.3 The Headteacher/Chief Executive/Governors/Trustees (as appropriate) will appoint a named representative to keep the person who is the subject of the allegation informed of the progress of the case and up to date on other school related matters. The Headteacher/Chief Executive/Governors/Trustees (as appropriate) will also consider what other support may be appropriate for the individual. The academy will advise the individual to contact their trade union representative or a colleague for support. They may also be given access to support services provided by the academy/Trust.

5.2.4 The person who is the subject of the allegation will be advised to contact their trade union representative, or a colleague for support.

5.2.5 Where an allegation is made against a member of supply staff, the supply agency should provide an additional support to that member of supply staff.

6 Suspension

6.1 Suspension is not an automatic response to an allegation being made. The academy will only suspend a member of staff following careful consideration of whether there is cause to suspect the child or other children is/are at risk of harm or the case is so serious that it might be grounds for dismissal. In many cases, it may be possible for alternative arrangements to be made so that the individual can continue working.

6.2 The Trust makes the decision whether or not to suspend a member of staff. Where the police or children's social care are involved in the case, the academy will listen to their views regarding suspension.

6.3 The Trust has no authority or power to suspend a member of supply staff where an allegation is made against them. Instead, the Trust immediately will cease to use the services of that member of supply staff.

6.4 Where the member of staff is suspended, they will receive written confirmation within one working day and will be informed of the reason for the suspension.

6.5 After the suspension, if it is decided that the employee can return to the academy, measures will be put in place to support their return to work. This could include a phased return or offering another member of staff as a support system.

6.6 The academy will not prevent social contact with work colleagues and friends unless there is evidence to suggest such contact may prejudice the gathering of evidence.

7 Resignation

7.1 If the individual resigns or the supply staff member, contractor or volunteer ceases to provide their service, the investigation into the allegation will be completed. The individual will be given the opportunity to engage with the investigation.

8 Action on conclusion of the case

8.1 If the allegation is substantiated and:

8.1.1 the employee is dismissed or resigns; or

8.1.2 we cease to use the supply staff member's services as a result of the allegation;

we cease to use the contractor's services as a result of the allegation; or

8.1.3 we cease to use the volunteer's services as a result of the allegation;

the academy will consider whether a referral to the DBS and/or to the TRA is required.

8.2 Where an allegation is found to be false, the academy may refer the case to social services to determine whether the child needs support and/or to understand if there is a safeguarding reason why the false allegation was made.

8.3 The academy's behaviour policy sets out the action that may be taken against pupils who are found to have made malicious allegations.

8.4 Where an allegation is made against a member of supply staff the outcome of the investigation will be shared with the supply agency and the LADO.

9 Post incident review

9.1 It is good safeguarding practice for schools and academies to review incidents upon their conclusion so they can learn from them and continue to improve standards of safeguarding. Where allegations are made against staff, supply staff, contractors or volunteers, the academy may carry out a review at the conclusion of the case.

10 Timescales

10.1 Investigations into allegations against staff, including agency staff or volunteers or volunteers will be concluded as quickly and efficiently as possible to ensure that any risks to the child or other children and stress to the individual is minimised as far as possible.

11 Record keeping

11.1 Allegations found to be false or malicious will be removed from the employment record of the individual. For all other allegations, a clear and comprehensive summary of the allegation, how it was followed up and resolved, a note of actions taken and decisions reached and a declaration on whether the information will be referred to in any future reference will be retained on the employment file. A copy will also be provided to the individual.

11.2 The record will be kept, including for people who leave the academy/Trust, at least until the person reaches normal pension age or for 10 years if that will be longer, from the date of the allegation.

11.3 Details of any allegation made by a pupil will be kept in the confidential section of their record.

12 Confidentiality

12.1 The academy will make every effort to maintain confidentiality and guard against unwanted publicity whilst an allegation is being investigated.

12.2 The Education Act 2002 introduced reporting restrictions preventing the publication of any material that may lead to the identification of a teacher in a school who has been accused by, or on behalf of, a pupil from the same school. This applies to parents and carers as well as the press.

13 Non recent allegations

13.1 Where an adult makes an allegation to the academy/Trust] that they were abused as a child, that adult will be advised to report the allegation to the police.

13.2 Non recent allegations made by a child will be reported to the LADO in line with the local authority's procedures for dealing with non-recent allegations.

14 Part Two: Managing low level concerns

14.1 This part of the policy will be followed when dealing with low level concerns raised in relation to members of staff, including supply staff, contractors or volunteers and may be adapted to each case as required. It will be used alongside the [academy/trusts] **complaints procedure, child protection and safeguarding policy, code of conduct** and **disciplinary procedure**.

14.2 The Trust promotes a culture in which all concerns about all adults working in or on behalf of the Trust (including supply teachers, contractors and volunteers) are addressed appropriately.

14.3 This policy is designed to:

14.3.1 promote and support a culture of openness and trust where staff are clear about the behaviours expected of themselves and their colleagues

14.3.2 ensure staff are comfortable to raise low-level concerns; and

14.3.3 provide for efficient and proportionate handling of those concerns

15 Recognising low level concerns

15.1 This policy will be used to manage 'low-level' concerns, defined in Part 4 of Keeping Children Safe in Education 2021 as any concern – no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:

15.1.1 is inconsistent with the staff code of conduct, including inappropriate conduct outside of work; and

15.1.2 does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the Local Authority Designated Officer (LADO).

15.2 Examples of such behaviour could include, but is not limited to:

15.2.1 being over friendly with children;

15.2.2 having favourites;

15.2.3 taking photographs of children on their mobile phone;

15.2.4 engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or

15.2.5 humiliating children

16 Sharing low level concerns

16.1 For our culture of openness and trust to prevail, all staff should share any low level concerns they have. Serious Case Reviews and Safeguarding Practice Reviews have often evidenced how low level concerns felt and/or expressed by staff relating to individuals who were later found to have sexually abused children at a school were not recorded. When they are not recorded, they cannot be reviewed or studied for patterns of behaviour.

16.2 To minimise and hopefully eradicate the risk of those opportunities being missed, it is critical that staff understand their role in identifying and reporting low level concerns.

16.3 All staff are encouraged to immediately report low level safeguarding concerns as defined in this policy so that the identified behaviours can be investigated and managed appropriately.

16.4 All low level concerns in relation to staff, supply staff, contractors or volunteers should be reported immediately to the Headteacher. Concerns about the headteacher should be reported to the Chief Executive.

16.5 The procedure for reporting low level concerns is consistent with that for reporting allegations of abuse as set out in part one of this policy. Staff do not need to determine whether their concern meets the threshold set out in part one of this policy or is a low level concern. The Headteacher or Chief Executive (as appropriate) will make this determination once the staff member has reported the issue.

17 Responding to low-level concerns

17.1 The Headteacher or Chief Executive (as appropriate) will review the concern to confirm that it is not a more serious issue that should be dealt with under part one of this policy. An issue reported as a low level concern would be dealt under part one of this policy where it meets the threshold set out in part one or there is a pattern of low level concerns expressed about the individual or wider staff practices generally. If necessary, the Headteacher or Chief Executive (as appropriate) will discuss the concern with the LADO to determine whether it should be dealt with under part one of this policy.

17.2 The Headteacher or Chief Executive (as appropriate) will discuss the concern with the individual who raised it and will investigate it as appropriate.

17.3 Most low-level concerns are likely to be minor and can be dealt with by means of management support or additional training. Where necessary, action may be taken in accordance with the Trust code of conduct and disciplinary procedure.

17.4 If the concern has been raised via a third party, the Headteacher or Chief Executive (as appropriate) will collect evidence by speaking directly to the person who raised the concern (unless it has been raised anonymously), the individual involved and any witnesses.

17.5 Where a low level concern is raised about a member of supply staff or a contractor, the concern will be shared with supply agency so they can take appropriate steps in accordance with their own policies and statutory guidance.

18 Recording low-level concerns

18.1 All low-level concerns will be recorded in writing and will include details of the concern, the context and action taken. The records will be kept confidential and held securely in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation.

18.2 Records of low-level concerns will be reviewed so potential patterns of concerning, problematic or inappropriate behaviour can be identified. If patterns are identified, the Trust will decide on an appropriate course of action and will refer the matter to the LADO where the behaviour moves from a concern to meeting the threshold set out in the first part of this policy.

The record of the low-level concern will be kept at least until the person leaves our Trust.

19 References

19.1 Low level safeguarding concerns will not be included in references except where they have met the threshold for referral to the LADO and found to be substantiated, in which case they should be referred to in references.

Grievance procedure

Introduction

1 **Introduction:** If you have any grievance relating to any aspect of your employment, including any complaint about action which the Academy 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 Academy 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 Academy 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:** Each step under this grievance procedure should be taken without unreasonable delay and where possible within ten working days.

5 **Low level concerns**

All staff are encouraged to report complaints that amount to low level concerns. Low level concerns are defined as any concern - no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' – that an adult working in or on behalf of the school or college may have acted in a way that:

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

Examples of such behaviour could include, but is not limited to:

- being over friendly with children;
- having favourites;
- taking photographs of children on their mobile phone;
- engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or,

humiliating children

Where staff wish to raise or report a low level concern, they should refer to the 'Allegations and concerns raised in relation to staff, supply staff, contractors and volunteerpolicy in the first instance, which can be found in this manual

The procedure

6 **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.

Whilst we encourage the informal resolution of complaints, we recognise that this is not always possible or appropriate. In such a situation, we will consider matters that are raised

and we may, depending on the severity and in discussion with you, deal with the matter formally as set out below.

7 **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 Headteacher. If your grievance concerns the Headteacher, you should submit your formal grievance to the Chief Executive Officer. If your grievance concerns the Chief Executive Officer, you should submit your formal grievance to the Chair of the Board of Trustees. Headteachers should submit their grievance to the Chief Executive or if the grievance concerns the Chief Executive Officer, you should submit your formal grievance to the Chair of the Board of Trustees.

8 **Investigating your grievance:** Your line manager or the person nominated by him / her, will investigate your grievance, where possible within ten working days.

9 **Grievance meeting:** Once your line manager has had a reasonable opportunity to consider his response to the information given regarding your formal grievance, you will be invited to a meeting to discuss the matter with a grievance panel. 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. The panel may, having discussed this with you, ask the other people involved to attend the meeting with a view to obtaining a resolution. Following the meeting the panel will inform you in writing of their decision in relation to your grievance and of your right of appeal.

10 **Right to be accompanied:** You may be accompanied to the meeting held to discuss your grievance by a colleague or trade union official.

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 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 line manager within the five day period. An appeal panel to include the Headteacher will normally hear your appeal. However, if the Headteacher holds the grievance meeting at paragraph 8 above, or your grievance concerns the Headteacher, the Chief Executive Officer (or a person appointed by him or her) shall sit on the panel to hear your appeal. In the case of a Headteacher, the appeal will be heard by a panel to include a Director of the Board.

12 **Appeal procedure:** The panel shall investigate your appeal. They may call for copies of all relevant documents. The panel 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.

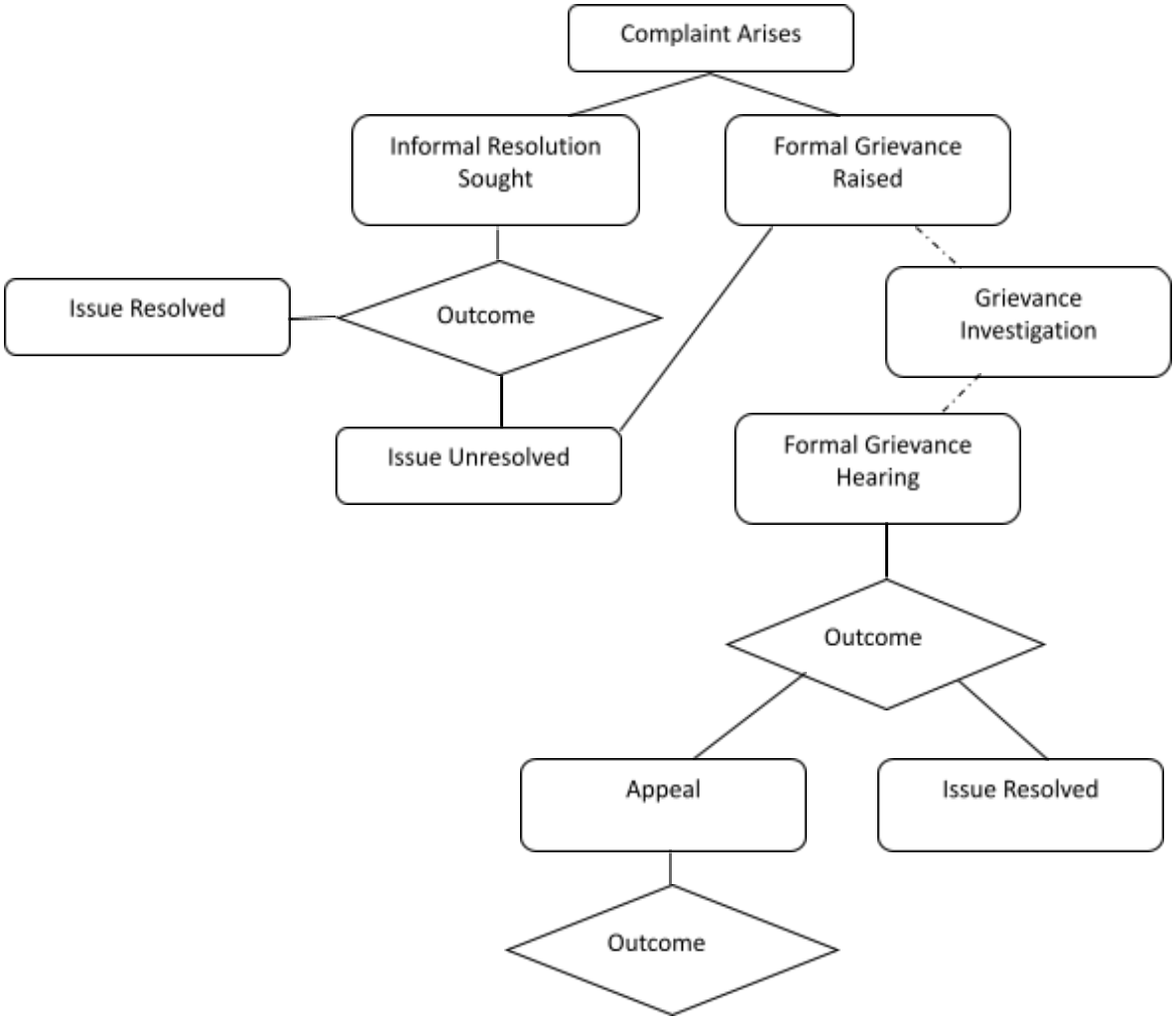
13 **The appeal decision:** The panel's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.

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 Academy may follow all or part of this procedure at its discretion.

Appendix 2 – Grievance Process



Appendix 3 - Format for a Grievance Hearing

1. The Chair of Panel (Chair) conducting the hearing will open the meeting, and;
   - Introduce those present. Explain the reason why they are present and what part they will take during the hearing
   - Check that everyone has received all of the documentation circulated by both parties.
   - Outline the procedure to be followed;
   - Advise that if either party requires an adjournment, that they should request it.

2. The Chair will ask the employee to confirm their complaint by presenting their case, and suggested resolution.
   - The employee may call witnesses as part of presenting their case
   - The employee / representative will question the witness.
   - The Headteacher / Investigating Officer may question the witness.
   - The Panel / HR representative may question the witness.
   - The above steps will be followed for each witness called by the employee / representative.
   - The employee / representative may question their witness again about anything raised in the other parties questioning.

3. The Chair will ask the Headteacher (or investigating officer) to present their case / findings
   - The Headteacher / Investigating Officer presents their case / findings by :
     a) Explaining what they have investigated
     b) Outlining the main outcomes of their investigation
   - The employee / representative may question the Headteacher / Investigating officer
   - The Panel and their HR representative may question the Headteacher / Investigating Officer
   - The Headteacher / Investigating office will call any relevant witness (s), (if required to attend).
   - The Headteacher / Investigating Officer will question the witness.
   - The employee / representative may question the witness.
   - The Panel / HR representative may question the witness.
   - The above steps will be followed for each witness.

4. An adjournment may be required in order for the employee and /or Headteacher / Investigating Officer to prepare the summary of their case.
   - The employee / representative summarise. No new points may be raised.
   - The Headteacher / Investigating Officer summarises. No new points may be raised.

5. All parties withdraw except the Panel and the HR representative.
   - The Panel makes the decision and will normally call back the employee and their representative to give their decision verbally, which will be followed up in writing.

Organisational Change Policy

1 **Introduction*:*** The Trust' s approach on managing organisational change within the Trust is to improve organisational effectiveness, and this may include redundancy situation. The Trustwill always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

1.1 The Trust communicates clearly with all affected employees and ensures that they are treated fairly;

1.2 The Trust tries to find ways of avoiding compulsory redundancies;

1.3 The Trust consults with employees; and

1.4 Any selection for compulsory redundancy is undertaken fairly, reasonably and without discrimination.

The Trust recognises that this policy will not necessarily suit all circumstances and will need to be adapted to suit particular situations. This policy therefore applies to all employees but does not form part of any employee's contract of employment and may be amended from time to time.

It is recognised that certain changes (for example, a fall in roll, curriculum changes, budget cuts and restraints and outsourcing functions may make it necessary to consider a restructure and reorganisation of staffing that may include a change in job roles, reporting lines, operational set up, changes to terms and conditions and redundancies. The purpose of this policy is to have a clear framework in place that sets out what we will do whenever significant change within the Trust, including a reorganisation of staff and/or reduction in employees may become necessary.

2 **Definition*:*** Redundancy occurs when dismissal is wholly or mainly due to:

- the fact that the employer has ceased, or intends to cease, to carry on the business for the purposes for which the employee was employed, or has ceased or intends to cease to carry on that business in the place where the employee was so employed; or

- the fact that the requirements of the business for employees to carry out work of a particular kind or for employees to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

3 **Avoiding redundancies*:*** Wherever possible the Trust will try to avoid, or minimise, the number of potential redundancies. Steps which the Trust may consider, depending on the circumstances include:

3.1 Identifying suitable alternative employment;

3.2 Reviewing the use of agency staff, self-employed contractors and consultants;

3.3 Restricting recruitment in areas into which affected employees might be redeployed;

3.4 Introducing short time working, job sharing or other flexible working arrangements;

3.5 Reducing overtime; and

3.6 Inviting applications for early retirement or voluntary redundancy. The acceptance of voluntary redundancy, if offered, is entirely at the discretion of the Trust and any decisions will be taken based on the business interests of the Trust.

4 **Procedure:** When a potential redundancy situation exists, the Trust will seek to adopt the following procedure:

4.1 **Warning*:*** The Trust will advise all affected employees that a potential redundancy situation exists.

4.2 **Collective consultation*:*** If compulsory redundancies cannot be avoided and 20 or more employees are potentially to be made redundant within a period of 90 days or less the Trust will consult with the representatives of affected employees. Where the statutory requirements do not apply, we will determine a reasonable consultation period based on the proposals

4.3 **Selection for redundancy*:*** The Trust will, where appropriate, use selection criteria to make provisional selections for redundancy. Selection criteria will be objective, fair, transparent and based on the Trust's business needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific redundancy situation and the proposed selection criteria will be consulted on during the consultation process Where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.

Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

4.4 **Individual Consultation*:*** The Trust will consult individually with those employees provisionally selected for redundancy.

4.5 **Notice of redundancy:** Where selection for redundancy is confirmed affected employees will be advised in writing of the Trust's decision. Employees will be given notice of termination of employment in accordance with their contracts together with written confirmation of the payments they will receive.

4.6 **Alternatives:** The Trust will continue to look for alternative employment for redundancy employees until their termination dates.

An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy.

5 **Appeal:** Employees selected for redundancy will have the right to appeal against the decision. The appeal must be made in writing, addressed to the Headteacher and made within 5 days of the date of termination. The appeal will be heard by a panel of one or more persons none of whom will have been involved with the initial redundancy procedure. The decision of the appeal panel will be communicated in writing and is final.

6 **Redundancy payment:** Employees selected for redundancy may, depending on their length of service, be entitled to a statutory redundancy payment.

Whistleblowing policy

This policy has been formally adopted by the Trust Board as part of this manual and does not form part of your employment contract or other contract to provide services and we may amended it at any time

1 **Wrongdoing at work**: This procedure is designed to deal with disclosure of information by an employee which relates to some danger, bribery, corruption, fraud or other unlawful or unethical conduct in the workplace. Employment legislation governs the making of disclosures concerning workplace activities and is intended to protect employees who blow the whistle on bad practice from being subjected to any detriment or from being unfairly dismissed as a result. This procedure is available to all employees who discover something they feel that they should pass on in the interests of the public. All types of wrongdoing are included whether they are acts committed by fellow employees, faults in Trust or Academy procedures or oversights which should be rectified. The procedure should be used even in the event that the act or omission causing you concern has finished or has not yet started.

2 **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, Sept 2021). In particular:

2.1 **Safeguarding / Child Protection Policy**: You should raise any initial safeguarding concerns about a child with the Designated Safeguarding Lead in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures.

2.2 **Safeguarding - member of staff**: You should raise any concerns about another staff member with the Headteacher, or if the concern is about the Headteacher , with the Chair of the Academy Standards and Ethos Committee or Chief Executive Officer (without first notifying the Headteacher).

2.3 **Whistleblowing Policy:** You should follow this procedure to raise concerns about poor or unsafe safeguarding practices at the Academy or potential failures by the Academy or staff to properly safeguard the welfare of pupils if you are concerned that the Trust's Child Protection and Safeguarding Policy and Procedures are not being followed correctly.

2.4 **Children's Social Care:** In exceptional circumstances, or if at any point there is a risk of immediate serious harm to a child, a referral should be made to Children's Social Care immediately.

3 **Grievances:** This procedure should not however 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.

4 **Detriment:** Provided that this procedure is used appropriately and correctly you will not suffer any detriment as a result of reporting the wrongdoing. A failure to follow this procedure may however make the disclosure unreasonable and the protection given to you by this procedure may be lost.

Stage one

5 **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 shall be entitled to proceed directly to Stage two of this procedure.

6 **Response:** You can expect a response detailing to whom the disclosure has been notified or any action taken within five calendar days of your line manager becoming aware of the disclosure.

Stage two

7 **Procedure:** If no response is forthcoming after five calendar days or if your line manager is involved in the suspected wrongdoing you shall be entitled to notify the Headteacher.

8 **Response:** You can expect a response detailing any action taken within five calendar days of the Headteacher becoming aware of the disclosure.

Stage three

9 **Procedure:** If no such response is forthcoming you should inform the Chief Executive Officer of the disclosure.

At any stage, the Chief Executive or Chair of Trustees can be informed directly should this be considered necessary or appropriate and they will direct the disclosure accordingly or deal with it themselves.

Stage four

10 **Outside body:** If you do not receive a response within five calendar days you shall be entitled to notify a relevant and appropriate body outside the Trust which may include:

10.1 the Local Authority Designated Officer;

10.2 Children's Social Care;

10.3 the Health and Safety Executive (**HSE**);

10.4 the Environment Agency;

10.5 the Information Commissioner;

10.6 the Department for Education (**DfE**);

10.7 the Department for Business, Enterprise and Regulatory Reform (**BERR**);

10.8 the Police;

10.9 the Charity Commission;

10.10 the Channel Police Practitioner; or

10.11 OFSTED.

11 **Bypassing the procedure:** In extreme circumstances you will have the right to raise your concern directly with a relevant and appropriate outside body without first having followed the stages above.

12 **Extreme circumstances:** The Trust will consider extreme circumstances exist where you have a reasonable belief that: the Trust or Academy will subject you to detriment if you inform your line manager in accordance with Stage one above or if you inform the Headteacher in accordance with Stage two or you inform the Chief Executive Officer in accordance with Stage three; a cover-up is being mounted by the Trust; or a disclosure made previously to your line manager or the Headteacher or Chief Executive Officer in accordance with the stages above has not prompted a satisfactory response.

13 **The media:** Even where extreme circumstances are thought to exist, 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 for personal gain, the Trust may consider this to be gross misconduct and immediate disciplinary action may be taken against you.

14 **Queries:** If you have any queries about this procedure, you should contact the HR Team.

Fair processing statement for staff

Introduction

1 This statement is aimed at all Trust staff and explains how the Trust uses Personal Data that is covered by the Data Protection Act 1998 (the **Act**). The Trust may amend this statement at any time.

2 The purpose of the Act is to safeguard information about individuals. The Act covers issues such as data security, individuals' rights to access information about them and use and disclosure of Personal Data.

3 The Trust is a Data Controller under the Act. This means that it is responsible for compliance with the Act.

4 Personal Data is information about identifiable individuals that is held on a computer or is held in a file by reference to specific criteria concerning the individual. It also applies to some other records such as certain medical records.

What Personal Data the Trust holds and how it acquires it

5 Examples of the Personal Data which the Trust holds about staff include:

5.1 information gathered during the recruitment process such as information about education and qualifications, professional achievements and suitability for the position applied for;

5.2 information about job performance. This includes information about skills, achievements, career progression and disciplinary related matters; and

5.3 other information about staff such as financial information, information held as part of equal opportunities monitoring, health information (such as information about allergies) and any information held concerning disability.

6 The Trust may acquire Personal Data in a number of ways. For example:

6.1 staff may provide us with Personal Data about themselves, for example, during the recruitment process;

6.2 Personal Data may be created internally by the Trust during the course of employment. An email from the Headteacher to a member of staff complimenting them on class management would be an example of this; and

6.3 Personal Data may be acquired from outside of the Trust community such as from other schools, public authorities, public sources and in connection with references.

How the Trust uses Personal Data

7 In respect of staff, the Trust commonly uses Personal Data for:

7.1 ensuring that the Trust provides a safe and secure work environment;

7.2 providing employment services (such as payroll and references);

7.3 providing training and support;

7.4 protecting and promoting our interests and objectives - this includes fundraising;

7.5 for personnel, administrative and management purposes. For example, to pay staff and to monitor their performance;

7.6 safeguarding and promoting the welfare of all staff and pupils; and

7.7 fulfilling our contractual and other legal obligations.

8 The Trust may use Personal Data for other purposes where the Act allows and where providing an explanation would not be appropriate. For example, this includes sharing Personal Data about staff with the relevant statutory agencies investigating allegations of misconduct or for the prevention and investigation of crime and the prosecution of offenders. The Trust will not use Personal Data for any other purpose unless it has first communicated the other purposes or it considers it is reasonable and fair to do so.

9 We may share Personal Data with the Academies of the Diocese of Salisbury Multi Academy Trust for the purposes listed in paragraph 7 above.

10 The Trust will not use staff Personal Data for direct marketing purposes if you ask it not to.

Specific examples

11 This section gives specific examples of data processing which might be considered more intrusive. Because of the general wording in paragraphs 0 to 0 above it is not necessary to list every instance of how the Trust uses Personal Data but it is recommended that the Trust should add to the list above any other examples of data processing which might be considered unusual or intrusive. This might include use of staff medical information and biometrics.

12 **CCTV:** The Trust uses CCTV recordings for the purposes of crime prevention and investigation and also in connection with its obligation to safeguard the welfare of pupils, staff and visitors to the Trust site. CCTV recordings may be disclosed to third parties such as the police but only where such disclosure is in accordance with the Act.

13 **Photographs**: The Trust may use photographs of staff in its publications (but will not publish the name of the member of staff alongside the photo without consent).

Further information

14 **Contact:** If you would like any further information about anything within this statement then please contact the Trust Finance Manager.

Staff Data Protection Policy

1 Introduction

1.1 This policy is about your obligations under the data protection legislation and must be read in conjunction with the Trust's main Data Protection Policy. Data protection is about regulating the way that the Trust uses and stores information about identifiable people (Personal Data). It also gives people various rights regarding their data - such as the right to access the Personal Data that the Trust holds on them.

1.2 The Diocese of Salisbury Academy Trust (the **Trust**) operates the **Schools**. The Trust is ultimately responsible for how you handle personal information. In this policy, we use the term "Trust" to mean both the individual Schools within the Trust and the Trust itself.

1.3 We will collect, store and process Personal Data about our staff, pupils, parents, suppliers and other third parties. We recognise that the correct and lawful treatment of this data will maintain confidence in the Trust and will ensure that the Trust operates successfully.

1.4 You are obliged to comply with this policy when processing Personal Data on our behalf. Any breach of this policy may result in disciplinary action.

1.5 The Data Protection Officer is responsible for helping you to comply with the Trust's obligations. All queries concerning data protection matters should be raised with the Data Protection Officer.

2 Application

2.1 This policy is aimed at all staff working in the Trust (whether directly or indirectly), whether paid or unpaid, whatever their position, role or responsibilities, which includes employees, governors, contractors, agency staff, work experience / placement students and volunteers.

2.2 This policy does not form part of your contract of employment and may be amended by the Trust at any time.

3 What information falls within the scope of this policy

3.1 Data protection concerns information about individuals.

3.2 Personal Data is data which relates to a living person who can be identified either from that data, or from the data and other information that is available.

3.3 Information as simple as someone's name and address is their Personal Data.

3.4 In order for you to do your job, you will need to use and create Personal Data. Virtually anything might include Personal Data.

3.5 Examples of places where Personal Data might be found are:

3.5.1 on a computer database;

3.5.2 in a file, such as a pupil report;

3.5.3 a register or contract of employment;

3.5.4 pupils' exercise books, coursework and mark books;

3.5.5 health records; and

3.5.6 email correspondence.

3.6 Examples of documents where Personal Data might be found are:

3.6.1 a report about a child protection incident;

3.6.2 a record about disciplinary action taken against a member of staff;

3.6.3 photographs of pupils;

3.6.4 a tape recording of a job interview;

3.6.5 contact details and other personal information held about pupils, parents and staff and their families;

3.6.6 contact details of a member of the public who is enquiring about placing their child at the School;

3.6.7 financial records of a parent;

3.6.8 information on a pupil's performance; and

3.6.9 an opinion about a parent or colleague in an email.

3.7 These are just examples - there may be many other things that you use and create that would be considered Personal Data.

3.8 **Categories of Critical Personal Data:** The following categories are referred to as **Critical Personal Data** in this policy. You must be particularly careful when dealing with Critical Personal Data which falls into any of the categories below:

3.8.1 information concerning child protection matters;

3.8.2 information about serious or confidential medical conditions and information about special educational needs;

3.8.3 information concerning serious allegations made against an individual (whether or not the allegation amounts to a criminal offence and whether or not the allegation has been proved);

3.8.4 financial information (for example about parents and staff);

3.8.5 information about an individual's racial or ethnic origin;

3.8.6 political opinions;

3.8.7 religious beliefs or other beliefs of a similar nature;

3.8.8 trade union membership;

3.8.9 physical or mental health or condition;

3.8.10 sex life or sexual orientation;

3.8.11 genetic information;

3.8.12 information relating to actual or alleged criminal activity; and

3.8.13 biometric information (e.g. a pupil's fingerprints following a criminal investigation).

3.9 If you have any questions about your processing of these categories of Critical Personal Data please speak to the Data Protection Officer.

4 Your obligations

4.1 Personal Data must be processed fairly, lawfully and transparently

4.1.1 What does this mean in practice?

(a) "Processing" covers virtually everything which is done in relation to Personal Data, including using, disclosing, copying and storing Personal Data.

(b) People must be told what data is collected about them, what it is used for, and who it might be shared with, unless it is obvious. They must also be given other information, such as, what rights they have in their information, how long we keep it for and about their right to complain to the Information Commissioner's Office (the data protection regulator).

This information is often provided in a document known as a privacy notice or a transparency notice. Copies of the Trust's privacy notices can be accessed on the Trust's website or obtained from the Data Protection Officer. You must familiarise yourself with the Trust's Pupil, Parent and Staff Privacy notices.

(c) If you are using Personal Data in a way which you think an individual might think is unfair please speak to the Data Protection Officer.

(d) You must only process Personal Data for the following purposes:

(i) ensuring that the Trust provides a safe and secure environment;

(ii) providing pastoral care;

(iii) providing education and learning for our pupils;

(iv) providing additional activities for pupils and parents (for example activity clubs);

(v) protecting and promoting the Trust's interests and objectives (for example fundraising);

(vi) safeguarding and promoting the welfare of our pupils; and

(vii) to fulfil the Trust's contractual and other legal obligations.

(e) If you want to do something with Personal Data that is not on the above list, or is not set out in the relevant privacy notice(s), you must speak to the Data Protection Officer. This is to make sure that the Trust has a lawful reason for using the Personal Data.

(f) We may sometimes rely on the consent of the individual to use their Personal Data. This consent must meet certain requirements and therefore you should speak to the Data Protection Officer if you think that you may need to obtain consent.

4.2 You must only process Personal Data for limited purposes and in an appropriate way.

4.2.1 What does this mean in practice?

(a) For example, if pupils are told that they will be photographed to enable staff to recognise them when writing references, you should not use those

photographs for another purpose (e.g. in the Trust's prospectus). Please see the Trust's Code of Conduct and the Guidance for Staff on the use of Photographs and Videos of Pupils by the Trust for further information relating to the use of photographs and videos.

4.3 Personal Data held must be adequate and relevant for the purpose

4.3.1 What does this mean in practice?

(a) This means not making decisions based on incomplete data. For example, when writing reports you must make sure that you are using all of the relevant information about the pupil.

4.4 You must not hold excessive or unnecessary Personal Data

4.4.1 What does this mean in practice?

(a) Personal Data must not be processed in a way that is excessive or unnecessary. For example, you should only collect information about a pupil's medical history if that Personal Data has some relevance, such as allowing the Trust to care for the pupil and meet their medical needs.

4.5 The Personal Data that you hold must be accurate

4.5.1 What does this mean in practice?

(a) You must ensure that Personal Data is complete and kept up to date. For example, if a parent notifies you that their contact details have changed, you should update the Trust's information management system.

4.6 You must not keep Personal Data longer than necessary

4.6.1 What does this this mean in practice?

(a) The Trust has a policy about how long different types of data should be kept for and when data should be destroyed. This applies to both paper and electronic documents. You must be particularly careful when you are deleting data.

(b) Please speak to the Data Protection Officer for guidance on the retention periods and secure deletion.

4.7 You must keep Personal Data secure

4.7.1 You must comply with the following Trust policies and guidance relating to the handling of Personal Data:

(a) information security policy;

(b) Guidance for Staff on the use of Photographs and Videos of Pupils by the Trust;

(c) IT acceptable use policy for staff; and

(d) information and records retention policy.

4.8 You must not transfer Personal Data outside the EEA without adequate protection

4.8.1 What does this mean in practice?

(a) If you need to transfer personal data outside the EEA please contact the Data Protection Officer]. For example, if you are arranging a school trip to a country outside the EEA.

5 Sharing Personal Data outside the Trust - dos and don'ts

5.1 Please review the following dos and don'ts:

5.1.1 **DO** share Personal Data on a need to know basis - think about why it is necessary to share data outside of the Trust - if in doubt - always ask your manager.

5.1.2 **DO** encrypt emails which contain Critical Personal Data described in paragraph 3.8 above. For example, encryption should be used when sending details of a safeguarding incident to social services.

5.1.3 **DO** make sure that you have permission from your manager or the Data Protection Officer to share Personal Data on the Trust website.

5.1.4 **DO** be aware of "blagging". This is the use of deceit to obtain Personal Data from people or organisations. You should seek advice from the Data Protection Officer where you are suspicious as to why the information is being requested or if you are unsure of the identity of the requester (e.g. if a request has come from a parent but using a different email address).

5.1.5 **DO** be aware of phishing. Phishing is a way of making something (such as an email or a letter) appear as if it has come from a trusted source. This is a method used by fraudsters to access valuable personal details, such as usernames and passwords. Don't reply to email, text, or pop-up messages that ask for personal or financial information or click on any links in an email from someone that you don't recognise. Report all concerns about phishing to the IT department.

5.1.6 **DO NOT** disclose Personal Data to the Police without permission from the Data Protection Officer (unless it is an emergency).

5.1.7 **DO NOT** disclose Personal Data to contractors without permission from the Data Protection Officer. This includes, for example, sharing Personal Data with an external marketing team to carry out a pupil recruitment event.

6 Sharing Personal Data within the Trust

6.1 This section applies when Personal Data is shared between the schools and the Trust.

6.2 Personal Data must only be shared within the Trust on a "need to know" basis.

6.3 Examples of sharing which are **likely** to comply with data protection legislation:

6.3.1 a teacher discussing a pupil's academic progress with other members of staff (for example, to ask for advice on how best to support the pupil);

6.3.2 informing an exam invigilator that a particular pupil suffers from panic attacks; and

6.3.3 disclosing details of a teaching assistant's allergy to bee stings to colleagues so that you/they will know how to respond (but more private health matters must be kept confidential).

6.4 Examples of sharing which are **unlikely** to comply with data protection legislation:

6.4.1 informing all staff that a pupil has been diagnosed with dyslexia (rather than just informing those staff who teach the pupil); and

6.4.2 disclosing personal contact details for a member of staff (e.g. their home address and telephone number) to other members of staff (unless the member of staff has given permission or it is an emergency).

6.5 You may share Personal Data to avoid harm, for example in child protection and safeguarding matters. You should have received training on when to share information regarding welfare and safeguarding issues. If you have not received this training please contact Headteacher as a matter of urgency.

7 Individuals' rights in their Personal Data

7.1 People have various rights in their information.

7.2 You must be able to recognise when someone is exercising their rights so that you can refer the matter to the Data Protection Officer. These rights can be exercised either in writing (e.g. in an email) or orally.

(a) Please let the Data Protection Officer know if anyone (either for themselves or on behalf of another person, such as their child):

(i) wants to know what information the Trust holds about them or their child;

(ii) asks to withdraw any consent that they have given to use their information or information about their child;

(iii) wants the Trust to delete any information;

(iv) asks the Trust to correct or change information (unless this is a routine updating of information such as contact details);

(v) asks for electronic information which they provided to the Trust to be transferred back to them or to another organisation;

(vi) wants the Trust to stop using their information for direct marketing purposes. Direct marketing has a broad meaning for data protection purposes and might include communications such as the Trust newsletter or alumni events information; or

(vii) objects to how the Trust is using their information or wants the Trust to stop using their information in a particular way, for example, if they are not happy that information has been shared with a third party.

8 Requests for Personal Data (Subject Access Requests)

8.1 One of the most commonly exercised rights mentioned in section 7 above is the right to make a subject access request. Under this right people are entitled to request a copy of the Personal Data which the Trust holds about them (or in some cases their child) and to certain supplemental information.

8.2 Subject access requests do not have to be labelled as such and do not even have to mention data protection. For example, an email which simply states "Please send me copies of all emails you hold about me" is a valid subject access request. You must always immediately let the Data Protection Officer know when you receive any such requests.

8.3 Receiving a subject access request is a serious matter for the Trust and involves complex legal rights. Staff must never respond to a subject access request themselves unless authorised to do so.

8.4 When a subject access request is made, the Trust must disclose all of that person's Personal Data to them which falls within the scope of his/her request - there are only very limited exceptions. There is no exemption for embarrassing information - so think carefully when writing letters and emails as they could be disclosed following a subject access request. However, this should not deter you from recording and passing on information where this is appropriate to fulfil your professional duties, particularly in relation to safeguarding matters.

9 Breach of this policy

9.1 A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.

9.2 A member of staff who deliberately or recklessly discloses Personal Data held by the Trust without proper authority is also guilty of a criminal offence.

IT acceptable use policy

1 **Introduction:**

ICT is provided to support and improve the teaching and learning in our Trust as well as ensuring the smooth operation of our administrative and financial systems.

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:

- The Trust's email and internet services.
- Telephones and faxes;
- the use of mobile technology on Trust premises or otherwise in the course of your employment (including 3G / 4G / 5G, Bluetooth and other wireless technologies) whether using an Academy, Trust or a personal device; and
- any hardware (such as laptops, printers or mobile phones) or software provided by, or made available by, the Trust.
- This policy also applies to your use of IT off Trust premises if the use involves Personal Information of any member of the Trust community or where the culture or reputation of the Trust or any of its academies are put at risk.
- The policy also provides advice and guidance to our employees on the safe use of social media which should be read in conjunction with our social media policy.

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

Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may itself result in disciplinary action.

Property: You should treat any property belonging to the Trust with respect and reasonable care and report any faults or breakages immediately to the Academy Finance Officer/Business Manager. You should not use the Trust's computers or other IT resources unless you are competent to do so and should ask for training if you need it.

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 introduce use, introduce or operate any hardware, programmes or data (including computer games) or open suspicious emails which have not first been checked by the Trust for viruses.

Passwords: 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:

- 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.
- 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.

- Passwords (and any other security credential you are issued with such as a key fob) must be kept secure and confidential and must not be shared with, or given to, anyone else.

- Passwords should not be written down.

10 **Leaving workstations:** If you leave your workstation for any period of time you should take appropriate action and, in particular, you should log off and / or set your screen saver with an appropriate password.

11 **Concerns**: You have a duty to report any concerns about the use of IT at the Trust to [• the Head]. For example, if you have a concern about IT security or pupils accessing inappropriate material.

12 **Other policies**: This policy should be read alongside the following:

12.1 Code of Conduct;

12.2 Data Protection Policy for Staff;

12.3 Trust-wide Data Protection Policies; and

12.4 Acceptable use policy for pupils.

Internet

13 **Downloading:** Downloading of any programme or file which is not specifically related to your job is strictly prohibited.

14 **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 (as described in section 14 below) either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Headteacher

15 **Unsuitable material:** Viewing, retrieving or downloading of pornographic, terrorist or extremist material, or any other material which the Trust believes is unsuitable, at any time, is strictly prohibited and constitutes gross misconduct. Internet access may be withdrawn without notice at the discretion of the Head whilst allegations of unsuitable use are investigated by the Trust.

16 **Location services**: The use of location services represents a risk to the personal safety of those within the Trust 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.

17 **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 Academies, without specific permission from the Headteacher. This applies both to "free" and paid for contracts, subscriptions and Apps.

18 **Retention periods**: The Trust keeps a record of staff browsing histories for a period of 6 months.

Email

19 **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 26 to 30 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.

20 **Status:** Email should be treated in the same way as any other form of written communication. Anything that is written in an email is treated in the same way as any form of writing. You should not include anything in an email which is not appropriate to be published generally.

21 **Inappropriate use:** Any email 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.

22 **Legal proceedings:** You should be aware that emails are disclosable as evidence in court proceedings and even if they are deleted, a copy may exist on a back-up system or other storage area.

23 **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 or could cause offence.

24 **Contracts:** Contractual commitments via an email correspondence are not allowed without prior authorisation of the Headteacher.

25 **Disclaimer:** All correspondence by email should contain the Trust's disclaimer.

26 **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). **Staff must be aware that anything they put in an email is potentially disclosable**.

Monitoring

27 The Trust regularly monitors and accesses its 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 may monitor the contents of a communication (such as the contents of an email).

28 The purposes of such monitoring and accessing include:

28.1 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 in case any urgent emails are received; and

28.2 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.

29 Monitoring may be carried out on a random basis and it may be carried out in response to a specific incident or concern.

30 The Trust may also use software which automatically monitors the Trust IT system (for example, it would raise an alert if a member of Staff visited a blocked website or sent an email containing an inappropriate word or phrase.

The monitoring may be carried out by senior leaders in conjunction our IT providers. If anything of concern is revealed as a result of such monitoring then this information may be shared with appropriate senior leaders and this may result in disciplinary action. In exceptional circumstances concerns will need to be referred to external agencies such as the Police. Social networking and use of the chatrooms, community forums and messaging using any device

The internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media, such as Facebook, Twitter, Instagram, LinkedIn, blogs and wikis. Use of social media can pose risks to our ability to safeguard children and young people, protect our confidential information and reputation, and can jeopardise our compliance with our legal obligations. This could also be the case during off duty time.

(a) You should exercise caution when using social networks. You must not communicate with pupils over social network sites. You must block unwanted communications from pupils. You are personally responsible for what you communicate on social media.

(b) You must never knowingly communicate with pupils in these forums or via personal email account or personal mobile phones.

(c) You must not interact with any ex-pupil of the Trust who is under 18 on such sites.

(d) Communication with pupils should only be conducted through our usual approved channels. This communication should only ever be related to our business.

(e) You must not post disparaging or defamatory statements about:

  (i) our Trust;

  (ii) our pupils, parents or carers;

  (iii) our governors or employees;

  (iv) other affiliates and stakeholders.

(f) You should avoid communications that might be misconstrued in a way that could damage our reputation, even indirectly.

(g) You should make it clear in social media postings that you are speaking on your own behalf. Write in the first person and use a personal email address when communicating via social media.

(h) If you disclose that you work at the Trust], you must also state that your views do not represent those of the Trust. You should also ensure that your profile and any content you post are consistent with the professional image you present to pupils and colleagues. Take care to avoid posting comments about Trust related topics even if you make it clear that the views do not represent the views of the Trust; your comments could still damage our reputation.

(i) If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you have discussed it with your line manager.

Prohibited Acts

The following acts are prohibited in relation to the use of our IT systems and will not be tolerated:

(j) Violating copyright laws

(k) Attempting to harm minors in any way

(l) Creating, viewing, accessing, uploading, posting, messaging, downloading or otherwise transmitting pornographic, discriminatory, offensive, or criminal material

(m) Impersonation of any person or entity, or to falsely state or otherwise misrepresent an affiliation with a person or entity

(n) Forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through any internet service

(o) Uploading, posting, messaging or otherwise transmitting any content that without the right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)

(p) Uploading, posting, messaging or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party

(q) Uploading, posting, messaging or otherwise transmitting any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.

(r) "Stalking" or otherwise harassing any user or employee

(s) Collection or storage of personal data about other users

(t) Attempting to access, or accessing restricted areas of the network, or to any password protected information, unless authorised by the Headteacher or as a recognised part of your role.

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, Bebo, LinkedIn, Twitter, and all other internet postings including blogs and wikis. It is also a valuable educational tool. Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use. However, employees' use of social media can pose risks to our ability to safeguard children and young people, protect confidential information and reputation, and can jeopardise our compliance with legal obligations. This could also be the case during off duty time.

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.

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 equipment.

4 **Guiding principles:** Staff are required to behave responsibly at all times and adhere to the following principles:

4.1 You are prohibited from accessing social media for personal reasons from Trust computers at any time during school hours.

4.2 You should not be "Friends" with pupils on any social media network. It would be considered inappropriate to add pupils as Friends on a personal account. Depending on the circumstances, it may also be inappropriate to add parents, guardians or carers as Friends.

4.3 You must be mindful of how you present yourself and the Trust and its Academies 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 information.

4.4 You should always represent your own views and must not allude to other people's personal views in your internet posts.

4.5 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.

4.6 You should protect your privacy and that of others by omitting personal information from internet posts such as names, email addresses, home or work addresses, phone numbers or other personal information.

4.7 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.

4.8 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.

4.9 You must not post anything that could be interpreted as threatening, intimidating or abusive. Offensive posts or messages may be construed as cyber-bullying.

4.10 You must not post disparaging or derogatory remarks about the Trust, its Academies or its Governors, officers, staff, volunteers, pupils or parents, guardians or carers.

4.11 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.

4.12 You must not use social media in a way which could constitute a breach of any policies contained in this Employment Manual or that would not be in keeping with your role in an education setting.

5 **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.

6 **Breach:** A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.

7 **Recruitment:**

In line with measures identified in statutory guidance relating to safeguarding practice the Trust may conduct searches, either ourselves, or through a third party, on social media in order to identify anything said or done that could give rise to a safeguarding concern.

Management of online searches (either by carrying out the search or instructing a third party to do so), and the collation of information will be carried out independently from those managing the recruitment and selection process. Only information relevant to safeguarding concerns obtained from the search will be passed over for consideration during the recruitment process for us during the shortlisting process.

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

The contents of our IT resources and communications systems, held in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic devices and telephones, relating both to the Employer's own education provision or any pupils, clients, suppliers and other third parties with whom the Employer engages or provides educational provision for, remains our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

We may monitor intercept and review, without further notice, employee activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and are for legitimate business purposes. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

We will comply with the requirements of Data Protection Legislation being the UK General Data Protection Regulation and the Data Protection Act 2018 and any implementing laws,

regulations and secondary legislation, as amended or updated from time to time, in the monitoring of our IT resources and communication systems. Monitoring undertaken is in line with our Workforce Privacy Notice which sets out how we will gather, process and hold personal data of individuals during their employment. Our Data Protection Policy sets out how we will comply with Data Protection Legislation.

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 Academies unless you have obtained the prior permission of your Headteacher or the Chief Executive Officer.

2 **Authorised:** The employees authorised to give press releases will be the Chief Executive Officer and Headteachers.

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 Academies you should decline to make any statement whatsoever and refer the matter immediately to the Headteacher or Line 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 Academies 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 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 Academies and represents an official statement of the Trust's or one of its Academy'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 Chief Executive Officer and Headteachers. The Chief Executive Officer and Headteachers may delegate responsibility for preparing references to other members of staff where appropriate

3 **Content of references:** Professional references will be provided on a reference pro forma or by letter. The Trust will respond to any reference request in accordance with safer recruitment guidance in force from time to time.

Comments on suitability for a new job must be given with caution as they are difficult to justify objectively. They should not be made where an Applicant is applying for a role different from the role they undertook. However, references should confirm whether you are satisfied with the applicant's suitability to work with children. Advice should be sought from your line manager or HR provider before proceeding if there are any concerns about this.

Low level safeguarding concerns should not be included in references except where they met the threshold for referral to the LADO and were found to be substantiated. References should only provide the facts (not opinions) of any substantiated safeguarding allegations.

The Trust must give a reference if there was a written agreement to do so, or if they are under some other obligation to do so, such as providing certain information under the terms of the Funding Agreement or under the agreed terms of a settlement agreement.

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 Academy nor refer to a person's professional performance or their relationship with the Trust or any of its Academies. 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 Academy.

5 **Telephone:** Although the Trust will confirm the accuracy of written references by telephone, it will not provide additional information or expand upon written references provided.

6 **Data protection and disclosure:** In accordance with the Data Protection Act 2018, Applicants are not entitled to view references written or received in respect of them where such references are provided in confidence, including when requesting a reference provided in confidence through making a subject access request.In this Trust all references are given in confidence. Those who give references owe a legal duty of care in their preparation to both the Applicant and the prospective employer.

What this means for referees:

- You must only provide content which is true, accurate, factual and fair to the best of your knowledge and belief and which does not give a misleading overall impression.

- If this does not happen, the applicant may bring a claim against both the Academy Trust and the Referee alleging, for example, deceit, negligence,

negligent misstatement, defamation, malicious falsehood or alleged discrimination, such as victimisation because of a protected characteristic.

- The prospective employer may also bring a claim for negligence if they suffer financial loss or damage as a result of an inaccurate or misleading reference (e.g. following the withdrawal of a job offer).

- Under Keeping Children Safe in Education 2023 Referees must be verified before providing a reference

Personal data in an employment context is information held on record by an employer about an individual. Providing personal data to a prospective employer about an employee or former employee will amount to processing and sharing for the purposes of the Data Protection Legislation.

All personal data must be processed lawfully, fairly and in a transparent manner. The Referee must obtain consent from the employee/former employee in order for a reference to be provided. Where the employee is applying for a role in an education setting, the prospective employer will have a statutory obligation under Keeping Children Safe in Education to obtain references.

If the person dealing with the request has any doubts about whether or not the individual has given their consent, they must contact the individual to check whether or not they authorise a reference to be provided.

Smoking, alcohol and drugs policy

All employees are expected to arrive at work fit to carry out their jobs and be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter, legal highs or illegal substances). Misuse of alcohol and drugs can lead to increased absences, reduced performance, impaired judgement and decision making, damage to relationships and increased health and safety risks, not only for the individual but also for our pupils and colleagues. Irresponsible behaviour resulting from the misuse of alcohol or drugs may also damage pupil outcomes and the Trust's reputation.

Smoking

1 **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) on all Trust or Academy premises at any time.

Alcohol

2 **Storage:** The Trust does not permit alcohol to be stored on Trust or Academy premises unless properly secured and with the agreement of the Headteacher.

3 **Under the influence:** It is strictly forbidden to work or to remain at work under the influence of alcohol. If the Academy considers that you are under the influence of alcohol you may be sent home immediately and disciplinary action will be taken.

Entertaining: Any entertaining on or off Trust or Academy premises must be conducted sensibly. If an employee attending such a function behaves inappropriately or brings the school into disrepute due to their actions, following the consumption of alcohol/drugs, then the conduct may be regarded as taking place in the work place and as a result disciplinary action may be appropriate. At school functions, employees are not permitted to drink alcohol.

School Trips: When attending school trips including residential visits either in this country or abroad, employees are considered to be working and so the consumption of alcohol is not permitted. During longer-term residential visits more than two nights, "off-duty" time may be agreed by the party leader and during this time, alcohol may not be consumed in case they are required to be "on-duty". Employees should not drink alcohol in front of the children. Inappropriate behaviour on trips may result in disciplinary action.

4 The Trust expects all employees to comply with the drink-driving legislation at all times. Committing a drink-driving offence outside or during working hours or while working for the Trust may lead to action under our Disciplinary Procedure and could result in dismissal.

5 **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. In addition, Where the school has reasonable suspicion that a member of staff has prohibited goods on school property, the Trust reserves the right to conduct searches for alcohol including, but not limited to, searches of lockers, filing cabinets and desks, packages sent to our address.

Any alcohol found as a result of a search will be confiscated and action may be taken under the Disciplinary Procedure.

6 **Confidentiality:** Confidentiality is assured during the screening process and only you, Occupational Health and the Headteacher 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

7 **Substance misuse:** For the purposes of this policy is defined as the taking of illegal drugs, the misuse of prescription and "over the counter" medication or usage of products with the express intention of causing an altered state of consciousness e.g. aerosols, solvents or lighter fuel.

7.1 **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.

8 **At work:** The Trust and its Academies have a responsibility to ensure the safe working environment for all staff under the Health and Safety at Work Act 1974 and must also comply with the Misuse of Drugs Act 1971. This Act makes it a criminal offence for illegal drugs to be knowingly used, kept or supplied on any of the organisation's premises and for any such activities to be ignored. The Trust therefore does not permit controlled substances (other than prescribed drugs) to be used, stored or sold on Trust or Academy premises.

9 **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 the Headteacher. If the Academy 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.

10 **Screening**: The Academy 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 Academy. An unreasonable refusal to consent will constitute a disciplinary offence. A search may include personal property as well as your person.

Any drugs found as a result of a search will be confiscated and action may be taken under the Disciplinary Procedure.

If you are found in possession of illegal drugs during your working hours, or at a work-related event, we will have no option but to report the matter to the police

Support

11 When an employee acknowledges that they have a dependency problem with either alcohol or substance misuse the Trust and the Academy will give them support and encouragement to seek treatment. If any treatment requires time to be taken away from the workplace, the individual will be entitled to normal sickness absence benefits and pension rights on submission of an appropriate medical certificate and the absence will be subject to our normal sickness absence procedures.

12 The Trust will make every effort to support those employees who accept that they require treatment and will work with Occupational Health and the employee's own medical advisers. However, the Trust must have regard to the Health and Safety of its entire staff and the students within its Academies.

13 In the event that an individual is unwilling to accept that there is a problem and that treatment is required, or that treatment is not followed, the matter may become a disciplinary issue.

14. We aim to ensure that the confidentiality of any employees experiencing alcohol or drug-related problems is maintained appropriately by managers, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting employees, some degree of information sharing is likely to be necessary. As part of the application of this policy, the Trust may collect, process and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of the **Data Protection Legislation** (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Records will be kept in accordance with our [Workforce Privacy Notice], our Retention and Destruction Policy and in line with the requirements of the Data Protection Legislation.

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 Academy. If you are interested in gradually reducing your hours before retirement then please make a request in writing to the Headteacher. 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 Academy 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 HR Team.

Staff with their own children in school

1 Some staff within the Trust choose for their own children to attend the school at which they work. This is more common for support staff, and particularly lunchtime supervisors, but teachers and leaders may also decide to do the same. This policy is in no way designed to discourage this, in fact we are happy to encourage it where the circumstances are right and appropriate. However, it is important to ensure that a number of protocols are in place to make such arrangements successful for all concerned, primarily for the child, but also the member of staff, as well as other parents and children.

2 When in school, it is important for parents to remember that their relationship with their own child should be consistent with their relationship with any other child. Special privileges, special treatment and physical contact that would be inappropriate with other children should all be avoided. It is important for staff members to take time to explain this to their child, so they understand the reasons for this and the parameters that need to be followed.

3 It is recognised that having a parent as a member of staff can be confusing for a young child, or those with specific needs. As a result, it may be difficult for the intentions behind this policy to be fully adhered to, but conversation with the child is encouraged to seek to enable them to understand. Senior colleagues can support these conversations as required. Where possible, children should address their parent with the same name that is used by other children, usually their title and surname.

4 Whilst it is possible that staff could be accused of giving their child special privileges, for example, a part in a play or a place in a team, it is equally possible that a child could be unfairly excluded from such for fear of accusation. This is not fair on the child. Where such opportunities arise, or potential areas of conflict exist, it is vital that other members of staff are placed in the position of decision-maker, or support from leadership is sought and provided.

5 **Concerns**

If a child is subject to unacceptable behaviour at any time, because of their relationship to a staff member, this will be dealt with in line with the behaviour policy, as in any other circumstance. However, to avoid any conflict of interest, the child's parent should not be involved in resolving or dealing with such an incident. Where they are the first one to become aware of an issue, they must immediately escalate it to their line manager or another senior leader, and then withdraw, except where their later involvement may be required as a parent.

Where a staff member has concerns in relation to their child, either in respect of academic or personal development, or treatment by other children or teachers, they should not seek to resolve these themselves. Where possible, it is advisable that a partner takes the lead in addressing concerns. Where there is no partner, or this is not feasible for any other reason, the staff member concerned should take the matter up with a line manager or senior leader who can assist in taking things forward. An appointment should be made to speak to the Head/Classteacher as would be expected of any other parent. Also, similarly, if the school have concerns about an employee's child, an appointment should be made to speak to the parent(s), preferably outside of normal working hours.

Should another member of staff have concerns about any aspect of this policy and guidance in respect of a member of staff and their child, they should raise this with their line manager or a senior leader, rather than try to deal with it themselves.

Generally, schools will seek to avoid placing children in a class where their parent works. Where this is not possible, for example due to the size of the school and allocation of staff, the guidelines of this policy will need close consideration and leadership will look to put additional safeguards in place for the good of all concerned.

6 **Communication**

Where there is information to be shared with parents, this will be communicated through the usual channels. The employee should not be hindered in going about their normal duties because someone is trying to communicate with them in relation to their child, unless it is an emergency, where any other parent would be called at work. Likewise, employee parents should not be provided with privileged information, just because they are a member of staff.

Some staff may choose for all communication in relation to their child to go through a partner, and school staff should respect that. It is important to understand the wishes of each family. The employee should ensure that this is requested and logged through the school office.

Where parents are separated, this will need particular care in ensuring that the school understands the rights and wishes of both parties in terms of communication. The duty of the school is to treat parents equally. The separated parents policy can assist in this regard, particularly in relation to matters of parental responsibility.

7 **Monitoring**

School leaders will monitor on-going relationships where employees have their own children in school. They will feedback on at least an annual basis to their Chair of governors in general terms, who in turn will maintain a general overview of such matters.

Where a Headteacher has their own child in the school, the Chair of governors will review the matter with the Headteacher and other senior leaders on a regular basis.

Any complaints or concerns from parents or staff will be dealt with in line with the school's grievance procedure (staff) or complaints policy (parents). A complaint or grievance cannot be duplicated. The issue must be decided as either a staff or a parent one.

Early Career Teacher (ECT) policy

1 Introduction

1.1 The Diocese of Salisbury Academy Trust offers induction to early career teachers (ECTs). This policy sets out how we aim to manage this personalised programme to support an early career teacher during their induction, to satisfactorily meet the Teachers' Standards by the end of this period. This induction will be underpinned by the provisions of the Early Career Framework (ECF).

2 Scope and purpose of this policy

2.1 This policy has been developed to comply with current relevant legislation and the statutory guidance 'Induction for early career teachers (England)'.

2.2 This policy does not form part of any employee's contract of employment and may be amended at any time.

3 Prior to starting induction

3.1 We will follow our DSAT recruitment policy in the recruitment of an ECT, including carrying out all relevant pre-employment checks and that the ECT has been awarded QTS. The ECT should provide evidence that they have QTS and are eligible to start induction.

3.2 We will identify and agree an organisation to act as the appropriate body in accordance with the guidance and will notify them of the appointment of the ECT. The appropriate body, who has the main quality assurance role within the induction process, will determine a start date for induction which will be agreed with us and the ECT in advance. The appropriate body should provide the ECT with a named contact with whom to raise concerns that they are unable to resolve via their induction tutor (see 3.5, below), and will also notify the Teaching Regulation Agency (TRA) of the ECT's appointment.

3.3 The Headteacher will agree with the appropriate body whether or not the post that it is intended the ECT will serve induction in is suitable for this purpose, in order to facilitate a fair and effective assessment of the ECT against the Teachers' Standards. This will include ensuring that the post:

3.3.1 provides the necessary tasks, experience and support to demonstrate satisfactory performance against the Teachers' Standards;

3.3.2 will provide the ECT with an ECF based induction programme;

3.3.3 will not make unreasonable demands upon the ECT;

3.3.4 will involve the ECT regularly teaching the same classes, normally within the age range and/or subject of the post that they have been employed to teach;

3.3.5 involve similar planning, preparation and assessment processes to other teachers in the Diocese of Salisbury Academy Trust:

3.3.6 will not present unreasonably demanding discipline problems on a day to day basis;

3.3.7 will not involve additional non-teaching responsibilities without appropriate preparation and support.

3.4 We will also ensure that in the first year of induction (terms 1-3) there will be a reduced timetable of no more than 90% of other main pay range teachers to undertake induction activities. In addition, during the second year (terms 4-6) there will be a reduced timetable of no more than 95% of other main pay range teachers to undertake induction activities. The ECT will agree with their induction tutor how best to use their reduced timetable allowance. This is in addition to the timetable reduction received for planning, preparation and assessment (PPA) time.

3.5 The Headteacher will appoint an induction tutor for the ECT who is expected to hold QTS, and who has the necessary skills and knowledge to provide regular support and guidance and assess the ECT's progress against the Teachers' Standards, and will ensure that they are appropriately trained and have sufficient time to carry out the role effectively. This role may be carried out by the Headteacher. The induction tutor will meet with the ECT at the start of the programme to discuss and agree priorities for their induction and will be responsible for day to day monitoring and support and coordinating of assessment. If the ECT has any concerns about their induction programme, they should be raised with the induction tutor who will seek to resolve them.

3.6 In addition, the Headteacher will appoint a designated mentor who is expected to hold QTS and have the necessary skills and knowledge to provide effective mentoring and have sufficient time to carry out the role effectively. The mentor will provide regular one-to-one structured, mentoring sessions to support the ECT during their induction and provide effective targeted feedback. This role may be carried out by the Headteacher. This is a separate role to that of the induction tutor and it is expected that it should be carried out by a different individual; in exceptional circumstances, a single teacher may fulfil both roles and where this is the case, adequate safeguards will be put in place to ensure that the mentoring support offered by the designated mentor is not conflated with the assessment role carried out by the induction tutor.

4 The induction period

4.1 The minimum length of the induction period will normally be the full time equivalent of two standard school years (usually six school terms based on a school year of three school terms). Where the ECT has or is serving some of the induction period in another setting, or in non-standard settings such as in the FE sector, the appropriate body will determine the equivalence to two school years. We will also follow the statutory guidance in relation to any special circumstances which may apply, to reduce or extend the induction period.

4.2 Where an ECT is part time, this will be the full time equivalent of two standard school years. We will agree with the appropriate body a fair length of induction for each ECT if appropriate, taking account of the ECT's working pattern. In line with the provisions of the statutory guidance, a part time ECT may be able to have their induction period reduced in cases where they have completed a period covering but not equivalent to two full school years and can demonstrate that they meet the Teachers' Standards.

4.3 Where an ECT applies for a post that is fixed term or temporary, continuous employment in posts of a minimum of one term or more may count towards the induction period.

4.4 Where an ECT is eligible to carry out short-term supply work and is undertaking short term supply work of less than one term, this cannot count towards induction. However, if it

becomes clear that short-term supply work will be extended beyond one term, an induction programme will be put in place. The start date of the induction programme cannot be backdated.

5 Monitoring, support and assessment during the induction period

5.1 Monitoring and support will take place throughout the induction period. This will be structured to meet the professional development needs of the ECT. It will include a programme of ECF based training, ongoing support and guidance from the induction tutor, regular mentoring provided by the designated mentor, the ECT observing experienced teachers either in this Academy Trust or another appropriate institution where effective practice has been identified and the following, which the ECT should keep track of and participate in effectively:

5.1.1 A programme of ECF based training, embedded as a central aspect of induction that enables the ECT to understand and apply the knowledge and skills set out in the ECF evidence statements and practice. The Headteacher will determine which of the three approaches set out in the statutory guidance will best suit the needs of the ECT and their mentors. We recognise that the ECF is not an assessment tool, and is separate from the formal assessment of an ECT's performance against the Teachers' Standards.

5.1.2 The induction tutor or another suitable internal or external person with QTS will regularly observe the ECT's teaching against the Teachers' Standards, normally on a monthly basis. Following observation, the observer will notify the ECT in advance of the requirement to attend a post-observation review meeting to provide prompt and constructive feedback and a brief written record will be made of the feedback given at the meeting. Any development needs will be identified.

5.1.3 The induction tutor will carry out a professional progress review based on the evidence of the ECT's teaching, taking place in each term where a formal assessment (see 5.1.4) is not scheduled. A written record of each progress review will be retained and provided to the ECT, stating whether the ECT is on track to complete induction, summarising the evidence collected and the agreed development targets. As a result, objectives may be reviewed to take account of the needs and strengths of the ECT. The induction tutor will update the Headteacher after each progress review and will notify the appropriate body and the ECT themselves whether they are making satisfactory progress.

5.1.4 A formal assessment will normally be carried out in the final term of the first year the final term of the second year, by the Headteacher or the induction tutor. We will agree with the ECT exactly when these assessment dates will be. The assessment will use evidence gathered from the ECT's work as a teacher, from their induction programme, and may require input from other colleagues as appropriate. Copies of the evidence used will be provided to the ECT and the appropriate body. The person carrying out the formal assessment will complete a formal assessment report showing an assessment of the ECT's performance against the Teachers' Standards. The ECT will have an opportunity to add their comments to each of the formal assessment reports, which will then be signed by the induction tutor, the Headteacher (if they are not the induction tutor) and the ECT. The ECT will be provided with the original, which they should retain, and a copy will be sent to the appropriate body shortly after each meeting.

5.2 Performance will be assessed against the Teachers' Standards throughout and at the end of the induction period, based on what can reasonably be expected of an ECT at that stage of their induction and taking in to account the work context, within that framework. Evidence for assessments will be drawn from the ECT's work as a teacher during their induction. Formal assessment meetings should be informed by evidence gathered during progress reviews and assessment periods leading up to the formal assessment, through the use of existing documents.

6 Leaving or joining part way through induction

6.1 If an ECT joining the academy is part way through their induction period and has carried out part of their induction at another institution, the Headteacher will contact the ECT's previous appropriate body to:

6.1.1 Obtain copies of any progress review records or assessment reports;

6.1.2 Establish how much induction time remains to be served.

6.2 If, as a result of 6.1 above, it is established that any concerns have been raised about the ECT's progress by previous employer(s), the Headteacher will alert the appropriate body of this Trust.

6.3 If an ECT is due to leave a post with us after completing one term or more, but before the next formal assessment or the final assessment at the end of the induction period would have been carried out, then the Induction Tutor or Headteacher will complete an interim assessment before they leave in order to ensure that their progress since the last assessment is captured. This will include any concerns about progress which may have arisen (see paragraph 7, below).

6.4 If the induction period is extended by the appropriate body after completion, and the ECT leaves before completing the extension, the Headteacher will complete an interim assessment.

6.5 The Headteacher will notify the appropriate body that the ECT has left before completing induction, or if the induction period is extended and the ECT leaves before completing the extension.

7 Absences during the induction period

7.1 If an ECT is absent during induction for a period of 30 days or more per year of induction or equivalent for part time teacher, the Headteacher will notify the appropriate body as soon as the absences total this number. The induction period will automatically be extended by the same number of total aggregate days of absence, as long as this extension can be served in the same setting. If the extension cannot be served at this setting for any reason, then the ECT would need to serve the minimum period of one term or equivalent in a new setting.

7.2 Paragraph 7.1 above does not apply to statutory maternity leave, statutory paternity leave, shared parental leave, statutory adoption leave, or parental bereavement leave , in which case the ECT can decide whether or not to extend the induction period to reflect the number of days absent and it is recommended that they seek advice before deciding. If the ECT chooses to extend the induction period, this request will be granted, and their performance will be assessed against the Teachers' Standards.

8 Where there are concerns

8.1 If it becomes apparent during progress reviews, that the ECT is not making satisfactory progress against the Teachers' Standards, the induction tutor should state this clearly within the progress review record and outline the support plan to be put in place to assist the ECT in getting back on track. The induction tutor is expected to notify the appropriate body of this determination and share both the progress review record and support plan for the appropriate body to review.

8.2 If during the first formal assessment, it becomes apparent that the ECT is not making satisfactory progress, we will inform the appropriate body and the Headteacher should ensure appropriate measures are put in place immediately and will:

8.2.1 make clear the areas in which improvement is needed;

8.2.2 give the ECT the opportunity to comment on and discuss the concerns;

8.2.3 find out of there are any issues (both in or outside of work) that are affecting their performance that the induction tutor or another appropriate person can assist with or provide support;

8.2.4 put in place additional monitoring and any support that will be provided to help address the specific areas and improve their performance;

8.2.5 set appropriate objectives to guide the ECT towards satisfactory performance against the Teachers' Standards;

8.2.6 make clear how, and by when, progress will be reviewed, giving every opportunity for improvement.

8.3 If the ECT's progress is still unsatisfactory in subsequent progress reviews following the first assessment point, induction tutors should continue to deliver progress reviews, including reviewing and revising the ECT's objectives and support plan, linking these with the Teachers' Standards and sharing with the ECT, headteacher and appropriate body.

8.4 If there are still concerns between formal assessment one and two, despite the additional monitoring and support measures put in place, the Headteacher will discuss the following with the ECT, brief details of which will be included on the formal assessment report:

8.4.1 the identified weaknesses and the evidence used to inform the judgement;

8.4.2 give the ECT the opportunity to comment on and discuss the concerns;

8.4.3 the agreed objectives previously set and review progress, either by setting new and clear objectives or by updating current objectives;

8.4.4 the additional monitoring and support put in place and put in place any further monitoring and support that will be provided to address the specific areas and improve their performance;

8.4.5 details of the improvement plan for the next assessment period;

8.4.6 the consequences of failure to complete the induction period satisfactorily.

8.4.7 As with all progress reviews, the progress review record should capture the ECT's unsatisfactory performance against the Teachers' Standards and be shared with the appropriate body alongside the corresponding support plan.

8.5 If the concerns about the ECT's progress are very serious, we may instigate formal capability proceedings in line with our DDAT policy, which may lead to dismissal before the end of the induction period. The induction process set out in this policy will continue alongside the capability procedure and we will inform the appropriate body. This will not prevent the ECT from completing induction at another institution, as the ECT will not have completed a full induction period in order for a decision to be made by the appropriate body whether or not the ECT has failed to satisfactorily complete induction**9 Completion of the induction period**

9.1 A final assessment will normally be carried out at the end of the induction period, by the Headteacher or the induction tutor. We will agree with the ECT exactly when this assessment date will be. The assessment will use evidence gathered from the ECT's work as a teacher and from their induction programme during the preceding assessment period and may require input from other colleagues as appropriate. Any judgements made will relate to the Teachers' Standards, based on what can reasonably be expected of an ECT by the end of their induction period, and taking into account the work context, within that framework. Copies of the evidence used will be provided to the ECT and the appropriate body.

9.2 Following this final meeting, the person carrying out the formal assessment will complete a final assessment report which will include a recommendation to the appropriate body as to whether the ECT's performance against the Teachers' Standards is considered satisfactory, unsatisfactory, or whether an extension should be considered.

9.3 The ECT will have an opportunity to add their comments to the final assessment report, which will then be signed by the induction tutor, the Headteacher (if they are not the induction tutor) and the ECT. The ECT will be provided with the original, which they should retain, and a copy will be sent to the appropriate body within 10 working days of the final assessment meeting.

9.4 The appropriate body will make the final decision as to whether or not the ECT's performance against the Teachers' Standards is satisfactory within 20 working days of receiving the final assessment report from us, drawing on the recommendation of the Headteacher made in the formal assessment report and all available evidence. They will then notify the ECT and us of the decision in writing, within three working days of making the decision. The decision will either be that the ECT:

9.4.1 Has performed satisfactorily against the Teachers' Standards and so has completed their induction period; or

9.4.2 Requires an extension of the induction period; or

9.4.3 Has failed to satisfactorily complete the induction period.

9.5 If the decision is to extend the period of induction or that the ECT has failed their induction period, the appropriate body will also notify the Teaching Regulation Agency (TRA) within three working days.

10 Right of appeal to the Appeals Body

10.1 If the appropriate body extends the induction period or decides that the ECT has failed to satisfactorily complete the induction period, the ECT has the right of appeal against that decision within 20 working days of the decision to the Appeals Body, which is the TRA. The appropriate body will inform the ECT of their right of appeal and how to exercise that right.
Failure to complete induction and dismissal

11 Failure to complete induction and dismissal

11.1 Failure to complete the induction period satisfactorily means that the ECT is longer eligible to be employed as a teacher in a relevant school, which includes maintained schools and non-maintained special schools.

11.2 As an academy, we have decided to follow the principle of the Regulations in relation to an ECT who has failed induction working in a relevant school and apply them to our Trust Therefore, we will normally dismiss an ECT who has failed induction:

11.2.1 Within 10 working days of the ECT giving notice that they do not intend to exercise their right to appeal; or

11.2.2 Within 10 working days from when the time limit for making an appeal expires, without an appeal being brought; or

11.2.3 Within 10 working days of being told the outcome of an appeal where an appeal is heard, and the outcome of the appeal is that the ECT is judged as having failed induction.

12 General Principles Underlying This policy

12.1 Confidentiality

12.1.1 The induction process will be treated confidentially, and we will ensure that arrangements are in place to facilitate this, including the secure transfer of data between us and the appropriate body. Information relating to an ECT's induction process will only be shared with those directly involved in the induction process, and the Academy Standards and Ethos Committee on request for a general report on progress, on a termly basis.

12.2 Consistency of Treatment and Fairness

12.2.1 Diocese of Salisbury Academy Trust are committed to ensuring consistency of treatment and fairness. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for disabled employees. The Academy Trust is aware of the guidance on the Equality Act 2010 issued by the Department for Education.

12.3 Retention and data protection

12.3.1 The board of trustees and Headteacher will ensure that all written induction records are retained in a secure place, for six years or longer if there are reasons to do so, as long as this complies with the Data Protection Act. As part of the application of this policy, the Academy Trust may collect, process and store personal data in accordance

with our data protection policy. We will comply with the requirements of Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Records will be kept in accordance with our GDPR policy, our Retention policy and in line with any other requirements of Data Protection Legislation.

Forms

Flexible working request form

Name	**Department**

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:

- o I have worked continuously as an employee of the Trust for the last 26 weeks
- o I have not made a request to work flexibly under this right during the past 12 months

Please set out the reasons for your request (in particular if your request is to meet caring responsibilities or on health grounds)

……..

……..

Describe your current working pattern (days / hours / times worked)

……..

……..

Describe the working pattern you would like to work in future (days / hours / times worked)

……..

……..

I request that the change would become effective from ……. (date)

Please set out what effects you consider this change would have on the Trust and your colleagues

……..

……..

……..

How do you consider the effects on the Trust and your colleagues could be dealt with?

……..

……..

……..

Signed …… Dated …….

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.

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

Name	**Today's date**
Department	

Parental leave requested (inclusive)	**From** …….	**To** …….

Name of child	…….
Age of child	…….
Date of birth, expected birth or date of adoption	…….
Full Parental Leave entitlement	……. **days**
Number of days already authorised	……. **days**
Number of days requested this time	……. **days**
Balance of entitlement	……. **days**

Authorised by	…….

Notes

Full details of Parental Leave entitlement are contained in the Employment Manual.

The request should be authorised by the Headteacher. The form should then be passed to the Admin Officer who maintains a central record. Should you cease your employment with the Academy at any time your record will be sent, upon request, to your new employer.

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.

If you submit a Parental Leave request form and then subsequently change or cancel the dates, a note should be sent to the Academy office. This is your responsibility.

You will be notified within seven days of submitting this request whether your leave has been granted.

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 ☐

…… day(s) after the actual date of childbirth or ☐

on …… of …….. ☐
201...

(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]

Declaration

I wish to take paternity leave from the date shown above. I declare that:

I am ☐

- o the baby's biological father; or
- o married to the mother; or
- o living with the mother in an enduring family relationship but am not an immediate relative

I have responsibility for the child's upbringing ☐

I will take time off work to support the mother or care for the child. ☐

You must be able to tick all three boxes above to be entitled to Statutory Paternity Pay and paternity leave.

Signed …… Dated ……..

Notes

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. It should not be confused with a request for unpaid parental leave.

Full details of paternity leave entitlement are contained in the Employment Manual.

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	☐
……. day(s) after the actual date that the child is placed with the adopter or	☐
on …… of …….. 201….	☐
(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]	
Declaration	
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 ……..

Notes

This form should be used by members of staff wishing to take paternity adoption leave in accordance with the paternity leave and pay policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

Full details of paternity adoption leave entitlement are contained in the Employment Manual.

Shared Parental Leave forms

Form 1: Maternity/Adoption Leave Curtailment Notice

Please complete this form:

- To bring your statutory maternity or adoption leave to an end, to be able to take shared parental leave; and
- If you are receiving statutory maternity or adoption pay, to bring this to an end so you can claim shared parental pay.

Please return this form to your Headteacher/Hub Business Manager, giving at least eight weeks' notice of your curtailment date.

You should also submit a form, either:

- providing notice of entitlement and intention to take shared parental leave; or
- a declaration that your partner has provided one to their employer, and that you consent to the leave that they intend to take.

Name of employee	
Job title	

I wish to end my maternity/adoption leave on: (This date must be at least two weeks after the birth or adoption and at least one week before what would have been the end of your additional maternity/adoption leave)	
I wish my statutory maternity/adoption pay period (if applicable) to end on: (This date must be at least one week before what would have been the end of your maternity/adoption pay period. SMP and SAP can only be curtailed after a whole number of weeks e.g. if your pay period started on a Wednesday, the curtailment date must be a Tuesday.)	

	Please tick one option
I am submitting a Notice of Entitlement and Intention to take Shared Parental Leave form (opt-in form) with this notice.	
My partner has submitted a shared parental leave opt-in notice to his/her employer and I have completed the necessary declarations on that notice.	

Signed _____

Date _____

By signing this form you are declaring that the information that you have provided is accurate.

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.

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

Form 2: Opt in form for shared parental leave (notice of entitlement and intention)

Please complete this form to let us know that you would like to opt in to shared parental leave (SPL) following the birth or adoption of a child. If you are the child's mother or primary adopter, you should also submit a maternity/adoption leave curtailment notice to bring your maternity or adoption leave to an end (form 1).

Please return this form to your Headteacher/Hub Business Manager at least eight weeks before the start of the first period of SPL.

Name	
Job title	
Name of person I am sharing SPL with	

Please complete this section in relation to the birth of a child **I am the (please tick as appropriate):**	Child's mother	
	Child's father	
	Mother's spouse, civil partner or partner	

Please complete this section in relation to the adoption of a child **I am the (please tick as appropriate):**	Primary adopter	
	Spouse, civil partner or partner of primary adopter	

Please tick as appropriate:	I am or I will be taking maternity/adoption leave	
	My partner/primary adopter is taking or will be taking maternity/adoption leave	
	My partner/primary adopter is not entitled to statutory maternity/adoption leave but is receiving or will be receiving maternity/adoption pay/maternity allowance	
Date notified of having been matched with the child (adoption only)		
Expected week of childbirth/expected placement date		
Child's date of birth/actual date of placement (if applicable)		

Section A: maternity/adoption leave and maternity/adoption pay or maternity allowance If you are the mother or primary adopter, please give your details here. If you are the child's father, or the mother's/primary adopter's partner, please give their details below.	
Maternity/adoption leave start date	
Maternity/adoption leave end date	
Total maternity/adoption leave period (weeks)	
Statutory maternity/adoption pay or maternity allowance start date	
Statutory maternity/adoption pay or maternity allowance end date	
Total period of statutory maternity/adoption pay or maternity allowance (weeks)	

Section B: shared parental leave (SPL)	
Total amount of SPL available (weeks): The total shared parental leave (SPL) available is 52 weeks minus the maternity/adoption period of you or the person you are sharing SPL with. If they are not entitled to maternity/adoption leave, it is 52 weeks minus the SMP/SAP or MA period	
I intend to take the following number of weeks' SPL:	
The person I am sharing SPL with intends to take the following number of weeks' SPL:	
I intend to take SPL on the following dates (please include the start and end dates for each period of leave that you intend to take): These dates will be treated as non binding, until you give a period of leave notice.	

Section C: statutory shared parental pay (ShPP)

Total ShPP available (whole weeks) The total statutory shared parental pay (ShPP) available is 39 weeks minus the number of weeks SMP/SAP or MA paid (or to be paid) to you or the person you are sharing SPL with (see section A).	
I intend to take the following number of weeks' shared parental pay:	
The person I am sharing SPL with intends to take the following number of weeks ShPP:	
I intend to take shared parental pay on the following dates (if applicable): These dates will be treated as non binding, until you give a period of leave notice.	

Section D: employee's declaration		
Please tick as appropriate to declare that either:	I am the child's mother or primary adopter, and I am entitled to statutory maternity/adoption leave. I have submitted a curtailment of maternity/adoption leave notice (Form 1).	
	I am the child's father, or the mother's/primary adopter's partner.	

I declare that I satisfy or will satisfy the following eligibility requirements to take shared parental leave (tick each box accordingly):	
I [have/will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or at the end of the week in which we were notified that we had been matched with the child	
By the week before any period of shared parental leave that I take, I will have remained in continuous employment with the [school/academy/trust]:	
At the date of the child's birth or adoption, I [have/will have] the main responsibility, apart from the mother or partner taking maternity or adoption leave, for the care of the child	
I will comply with the organisation's shared parental leave notice and evidence requirements	

The information that I have provided is accurate	
I will immediately inform the [school/academy/trust] if I cease to care for the child or if the child's mother or partner taking maternity or adoption leave informs me that he/she has revoked the curtailment of her maternity leave or pay period or his/her adoption leave or pay period	

Signed	
Date	

Section E: declaration by person taking shared parental leave with employee		
Please tick as appropriate to declare that either:	I am the child's mother or primary adopter, and I am entitled to statutory maternity/adoption leave. I have submitted a curtailment of maternity/adoption leave notice (Form 1).	
	I am the child's father, or the mother's/primary adopter's partner.	
I declare that I satisfy or will satisfy the following eligibility requirements to enable my partner to take shared parental leave (tick each box accordingly):		
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		
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, I [have/will have] the main responsibility, apart from the person I am sharing SPL with (the employee), for the care of the child		
I consent to the person I am sharing SPL (the employee) with, taking SPL claiming ShPP and the amount of leave they intend to take		
I will immediately inform the person I am sharing SPL with if I no longer meet any of the conditions in this declaration.		
I consent to your organisation processing the information provided in this form		

Signed	
Date	

Form 3: Period of leave notice for shared parental leave

Please complete this form to let us know the dates that you would like to take shared parental leave (SPL) following the birth or adoption of a child. You can also use this form if you wish to request to vary the dates of a previously approved period.

You should already have submitted an 'Opt in form for shared parental leave' (Form 2), and if you are the person who has been on maternity or adoption leave you should also have submitted a 'Maternity/adoption leave curtailment notice' (Form 1).

Please return this form to your Headteacher/Hub Business Manager at least eight weeks before the start of the first period of SPL.

Name	
Job title	

If you know the exact dates that you wish to take shared parental leave, please complete option A. If the dates you wish to take start a specified number of days after the birth or adoption of a child, please complete option B.

OPTION A - I wish to take shared parental leave/pay on the following dates:			
Start date	**End date**	**Number of weeks leave**	**Also requesting shared parental pay for this period?** State yes or no

OPTION B – I wish my SPL to start a specified number of days after the birth or placement of a child:			
I wish my SPL to start the following number of days after the birth or placement of a child	**I wish my SPL to end the following number of days after the birth or placement of a child**	**Number of weeks leave**	**Also requesting shared parental pay for this period?** State yes or no

If you wish to vary a previously approved period of SPL, please use option C.

OPTION C - I wish to take change or cancel a previously approved period of leave and request to take shared parental leave on the following dates instead:				
Original start date	**Original end date**	**New start date**	**New end date**	**Also requesting shared parental pay**

				for this period? State yes or no

Signature of employee:	
Dated:	

Signature of person taking SPL with employee:	
Dated:	

Form 4: variation / cancellation of a notice of a period of leave request

Name	**Department**
I previously provided the Trust with notice of my proposed shared parental leave in a period of leave notice dated [• month year]. I now wish to amend my shared parental leave request.	
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 I wish to cancel my period of leave notice.	…… …… ……
Variation of leave request	
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)	……
I have already notified the Trust of the following periods of statutory shared parental pay (if applicable):	……
Signed ……	Dated ……

Notes

This notice cancels or amends a period of shared parental leave that you provided in a previous period of leave notice.

You are able to give three request notices for SPL. A variation notice counts towards your three requests for SPL.

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

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 ☐

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 ☐

The other parent has died ☐

Signed …… Dated ……..

Notes

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

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 Headteacher or Line Manager as early as possible and no later than 7.30am 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.

For the purposes of the Data Protection Act 1998, by signing this self-certification form you hereby consent to the details contained herein to be processed by the Trust.

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

When you have completed this form, please pass it to the Academy Business Manager who is responsible for checking these forms are completed and for monitoring sickness absence