

# Leeds Diocesan Learning Trust (LDLT)

## **Staff Handbook**

## **September 2022**

# Contents

1.1.	Introduction .....	1
1.2.	Recruitment Policy .....	1
	Part Two – Your employment.....	13
2.1.	Dress Code Policy.....	13
2.2.	Expenses Policy .....	13
2.3.	Gifts and Hospitality Policy .....	18
2.4.	Non-smoking Policy.....	24
2.5.	Equal Opportunities Policy .....	25
2.6.	Staff Code of Conduct.....	27
2.7.	Disciplinary Procedure.....	31
	Disciplinary Procedure Flowchart.....	37
2.8.	Managing Allegations Against Staff .....	39
2.9.	Grievance Procedure .....	43
	Grievance Procedure Flowchart.....	46
2.10.	Capability / Performance Management Procedure.....	48
	Capability / Performance Management Procedure Flowchart.....	54
2.11.	Anti-harassment and Bullying Policy .....	57
2.12.	Anti-facilitation of Tax Evasion Policy.....	59
2.13.	Anti-corruption and Bribery Policy.....	63
2.14.	IT and Communications Systems Policy .....	64
2.15.	Social Media Policy.....	67
2.16.	Whistleblowing policy.....	69
2.17.	Managing Change and Redundancy Policy .....	73
	Part Three – Statutory Benefits / Work Life Balance / Family friendly.....	76
3.1.	Summary of rights to time off work / special leave .....	76
3.2.	Maternity Policy .....	81
	Employee Maternity Checklist.....	86
	Maternity Form 1 - Notification of Maternity Leave and MATB1.....	87
	Maternity Form 2 - Notification of Change of Start of Maternity Leave.....	88

Maternity Form 3 - Notification of Date of Childbirth .....	89
Maternity Form 4 - Notification of Change of Date of Return to Work .....	90
3.3. Paternity Policy .....	91
3.4. Adoption Policy .....	94
3.5. Shared Parental Leave (birth) Policy .....	100
3.6. Shared Parental Leave (adoption) Policy .....	106
3.7. Parental Leave Policy.....	111
3.8. Flexible working policy.....	113
3.8 Flexible working flowchart .....	117
3.9. Time Off For Antenatal / Adoption Appointments Policy .....	118
3.10. Time Off Work For Dependants Policy .....	121
3.11. Time Off For Compassionate Leave Policy .....	122
3.12. Parental Bereavement Leave Policy .....	123
3.13. Time Off For Training Policy .....	125
3.14. Time Off For Public Duties Policy.....	129
3.15. Holiday Policy .....	131
Part Four – Absence and Health Related Policies.....	133
4.1. Sickness Absence Policy.....	133
4.1 Short Term Sickness Absence Procedure Flowchart.....	139
4.1 Self Certification Form.....	141
4.2. Staff Wellbeing Policy.....	143
4.3. Stress At Work Policy .....	146
4.4. Menopause policy .....	149
4.5. Substance misuse policy .....	151
4.6. Adverse weather and travel disruption policy.....	155
Part Five – Data Protection and Personal Data.....	157
5.1. GDPR Data protection policy.....	157
5.2. CCTV and Monitoring Policy.....	170
5.3. Biometric Data Policy .....	176

## Part One – Introduction and recruitment

### 1.1. Introduction

#### 1. Leeds Diocesan Learning Trust

- 1.1. Leeds Diocesan Learning Trust ("the Trust") exists to enable Church of England schools to continue to achieve educational excellence through Christian based ethos and values.
- 1.2. At the heart of our vision is our commitment to ensure all of our schools are places where children and young people develop and thrive academically, socially, culturally and spiritually. The drive for excellence and effectiveness in our schools is paramount, but not merely because the Government says so. The enabling of every child to flourish in their potential as a child of God is a sign and expression of the Kingdom and is at the heart of the Trust's distinctive mission. This vision statement will be taken into account in all of our policies and their implementation.
- 1.3. We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

#### 2. Using the Staff Handbook

- 2.1. This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for an Academy within the Trust.
- 2.2. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your manager or Headteacher.
- 2.3. The policies and procedures set out in this staff handbook apply to all staff unless otherwise indicated. They do not form part of the terms of your contract with us, which are provided to you separately. This staff handbook does not affect any existing collective agreement which is incorporated into your contract of employment, nor does it affect your statutory rights (including for example your rights under the Employment Rights Act 1996, Equality Act 2010, Working Time Regulations 1998, National Minimum Wage Act 1998, as amended and updated from time to time), which the Trust will continue honour and comply with.

#### 3. Responsibility for the Staff Handbook

- 3.1. The Trust has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 3.2. Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Headteachers and managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

### 1.2. Recruitment Policy

#### 1. Background

- 1.1. The Trust has implemented this policy to assist with recruitment and employee selection. It outlines the Trust's recruitment procedure and how the academies within the Trust ensure safer recruitment is considered at all levels of the recruitment process.
- 1.2. The safety and protection of the pupils within the Trust is always at the forefront of the academies and the Trust's concerns, which is why this policy aims to embed a robust safeguarding culture into the recruitment practices of the Academy.
- 1.3. This policy has due regard and should be read in conjunction to the following guidance:
  - 1.3.1. DfE Guidance 'Keeping children safe in education' ("KCSIE")  
<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>
  - 1.3.2. DfE Guidance 'Working Together to Safeguard Children'.

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

- 1.3.3. DfE Guidance 'Staffing and employment advice for schools'.

<https://www.gov.uk/government/publications/staffing-and-employment-advice-for-schools>

- 1.3.4. DfE Guidance 'Governance handbook'.

<https://www.gov.uk/government/publications/governance-handbook>

## 2. **Definitions**

- 2.1. In this policy the following definitions are used.

- 2.2. "Regulated Activity" is work that a barred person must not do. Under the Safeguarding Vulnerable Groups Act 2006 (SVGA 2006) employers engaged in Regulated Activities must not employ individuals who are barred from carrying out Regulated Activity by the Disclosure and Barring Service (DBS). Regulated Activities include:

2.2.1. Teaching, training, instructing, caring for or supervising children if the person is unsupervised, or providing advice or guidance on physical, emotional or educational wellbeing, or driving a vehicle only for children.

2.2.2. Working for a limited range of establishments (known as 'specified places', which include schools and colleges), with the opportunity for contact with children, but not including work undertaken by supervised volunteers.

2.2.2.1. The above definitions are classified as Regulated Activity if they are undertaken regularly. Some activities are always regulated activities, regardless of frequency or whether they are supervised or not. This includes relevant personal care, or health care provided by, or under the supervision of, a health care professional. Personal care includes helping a child with eating or drinking for reasons of illness or disability, or in connection with toileting, washing, bathing and dressing for reasons of age, illness or disability. Health care means care for children provided by, or under the direction or supervision of, a regulated health care professional.

2.2.3. A supervised volunteer who regularly teaches or looks after children is not in Regulated Activity. In such a case:

2.2.3.1. there must be supervision by a person who is in Regulated Activity; and

2.2.3.2. the supervision must be regular and day to day; and

2.2.3.3. the supervision must be "reasonable in all the circumstances to ensure the protection of children".

2.3. "Teaching role" – refers to a role involving planning and preparing lessons and courses for pupils; delivering lessons to pupils; and assessing and reporting on the development, progress and attainment of pupils. These activities are not teaching work for the purposes of 'Keeping children safe in education' (KCSIE) if the person carrying out the activity does so (other than for the purposes of induction) subject to the direction and supervision of a qualified teacher or other person nominated by the headteacher to provide such direction and supervision.

2.4. "Standard DBS" – this provides information about convictions, cautions, reprimands and warnings held on the Police National Computer, regardless of whether or not they are spent under the Rehabilitation of Offenders Act 1974.

2.5. "Enhanced DBS" – this provides the same information as the standard DBS, plus any additional information held by the police which a chief officer reasonably believes to be relevant and considers ought to be disclosed.

- 2.6. "Enhanced with barred list check" – this check is required for when people are working or seeking to work in Regulated Activity with children. This check allows for additional checks to be made as to whether the person appears on the children's barred list.
- 2.7. "Children's barred list" – the DBS maintains a 'barred list' of individuals who are unsuitable to work with children and vulnerable adults. In addition, where an enhanced DBS including a barred list check is obtained, the certificate will also detail whether the applicant is subject to a direction under section 128 of the Education and Skills Act 2008 or section 167A of the Education Act 2002.
- 2.8. "Section 128 check" – this provides for the Secretary of State to direct that a person may be prohibited or restricted from participating in the management of an independent school (which includes academies and free schools). A person prohibited under section 128 is also disqualified from holding or continuing to hold office as a governor of a maintained school.
- 2.9. "Safer recruitment" – this is the safeguarding and protection of pupils during the recruitment and selection process. Its overall purpose is to help identify and deter or reject individuals who are deemed to be at risk of abusing children.

### 3. **Roles and responsibilities**

- 3.1. The Trust (or the Headteacher if delegated) is responsible for:
  - 3.1.1. Agreeing and monitoring effective policies to ensure recruitment at an Academy within the Trust is undertaken appropriately.
  - 3.1.2. Ensuring that staff recruitment is as safe as possible, as well as fair and compliant with the relevant legislation.
  - 3.1.3. Ensuring appropriate checks have been carried out on staff, volunteers, contractors and agency workers working within the Academy.
  - 3.1.4. Appointing an appropriate recruitment panel on a case by case basis, depending on the nature of the role being advertised.
  - 3.1.5. Ensuring that at least one member of the recruitment panel has undergone safer recruitment training.
  - 3.1.6. Ensuring that all members of the recruitment panel understand their role, i.e. advisory or decision making.
  - 3.1.7. Monitoring the advertising of vacancies (to ensure that each advert contains a statement representing the Trust's commitment to safeguarding), assessing how they are being advertised and whether the adverts are maximising all of the opportunities to attract the appropriate candidates.
  - 3.1.8. Ensuring a member of the Trust Board (who has received safer recruitment training) is on the recruitment panel for a new headteacher.
  - 3.1.9. Ensuring that all members of the recruitment panel are familiar with their obligations with regards to safer recruitment, as set out in KCSIE.
  - 3.1.10. Ensuring that equal opportunities are established and implemented throughout the recruitment process.
  - 3.1.11. Ensuring that the salary of the successful candidate is determined.
  - 3.1.12. Accommodating the needs of new employees and making reasonable adjustments when necessary.
  - 3.1.13. Appropriately delegating responsibility for recruitment to the Headteacher.
- 3.2. The recruitment panel (or the Headteacher where delegated authority is given by the Trust) is responsible for:
  - 3.2.1. Creating the advert and ensuring it meets all the necessary requirements.
  - 3.2.2. Shortlisting the potential candidates with the aim of reducing the application field and identifying those with the potential to effectively undertake the role.

- 3.2.3. Setting appropriate recruitment procedures and criteria for selection.
- 3.2.4. Ensuring that the interview addresses leadership ability, team working skills, reasons for interest in joining the Academy, integrity, understanding of the Academy's ethos and vision, and why the candidate believes they would be a good fit for the Academy.
- 3.2.5. Ensuring that the interview addresses safeguarding practices.
- 3.3. The Headteacher (or such other reasonable person if delegated) is responsible for:
  - 3.3.1. Ensuring appropriate checks have been carried out on prospective staff, volunteers, contractors and agency workers working within the Academy.
  - 3.3.2. Ensuring that appropriate supervision of employees/volunteers is organised, and for promoting the safety and wellbeing of pupils generally and throughout the recruitment process.
  - 3.3.3. Leading the interview when the candidate is at a lower level than a Headteacher.

#### 4. **Equal opportunities**

- 4.1. When recruiting, the Academy will adhere to the Equal Opportunities Policy.
- 4.2. The Academy will not discriminate against any Protected Characteristics (see Equal Opportunities Policy for definition and more information), such as disability, sexual orientation, marital status, age, race, religious belief or gender, and will always promote difference and inclusion throughout the Academy.
- 4.3. The Academy will, where necessary, make reasonable adjustments to ensure the interview is accessible to all candidates.
- 4.4. Candidates will not be asked about their health or any disabilities before a job offer is made, unless one of the following exemptions applies:
  - 4.4.1. Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments);
  - 4.4.2. Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment;
  - 4.4.3. Positive action to recruit people with disabilities; or
  - 4.4.4. Equal opportunities monitoring (which will not form part of the decision-making process).

#### 5. **Advertising and shortlisting**

- 5.1. The recruitment panel (or the Headteacher or such other reasonable person if delegated) will:
  - 5.1.1. Decide on the recruitment timeframe and the process to be followed.
  - 5.1.2. Decide who will be involved in the process and what their roles will be, e.g. who forms the recruitment panel and who will lead the selection process.
  - 5.1.3. Prepare the documents that will be provided to applicants, including the job description, person specification and application form – ensuring that these documents contain a clear message about safeguarding, the checks that will be carried out and that references will be sought. All application forms should require the applicant to sign a declaration confirming that the information provided in their application is true.
  - 5.1.4. The full requirements of the role will be clearly explained, including any employment vetting requirements such as a DBS check and disqualification / barred list checks.
  - 5.1.5. Depending on the seniority of the role, the recruitment panel may include the Headteacher (or another senior employee if the responsibility is delegated, provided they have received safer recruitment training), should be responsible for the management of the entire recruitment process. Where a Headteacher is being recruited, the recruitment panel shall include a member of the Trust Board (who has received safer recruitment training).

- 5.1.6. Where practicable, the recruitment panel will be an odd number so majority votes can be cast. If this is not possible, the Headteacher (or the chair of the recruitment panel) shall have a casting vote.
- 5.1.7. At least one member of the recruitment panel will have successfully completed up-to-date safer recruitment training (in addition to the Headteacher if they are appointed to the panel).
- 5.1.8. The recruitment panel will ensure the job advertisement includes the following requirements:
  - 5.1.8.1. A statement that the Academy within the Trust is committed to safeguarding staff and students and expects all employees and volunteers to share this commitment. All posts are subject to an enhanced Disclosing and Barring Service DBS check. All interviews will include a question about Safeguarding and any anomalies identified in pre-recruitment checks will be discussed at interview.
  - 5.1.8.2. Information specific to the role on offer and the Academy as a whole.
  - 5.1.8.3. The benefits of the role are highlighted.
  - 5.1.8.4. The advertisement is relevant to the target audience.
  - 5.1.8.5. Information about how the application should be submitted.
- 5.2. Requests for further information from applicants should be replied to promptly within a reasonable period.
- 5.3. Interviews shall be arranged for the shortlisted candidates.
- 5.4. A decision will be taken about how and where any vacancies shall be advertised. Usually a job advert will be advertised through external media, such as the local newspaper, education press, website, with due consideration to the Academy's Equal Opportunities Policy, ensuring that the advertisement reaches a wide range of groups.
- 5.5. Advertisements will include a statement about safeguarding, a job description, a person specification and detail regarding the closing date.
- 5.6. When an advert receives a response, the recruitment panel will ensure that candidates receive the application pack.
- 5.7. The Academy will never accept a CV alone, only completed application forms.
- 5.8. When shortlisting candidates for an interview, all application forms will be considered.
- 5.9. At least two members of the recruitment panel will be involved in the shortlisting process at least one of whom has received up to date safer recruitment training.
- 5.10. Candidates who are shortlisted will meet all the essential aspects of the person specification requirements.
- 5.11. The Academy will ensure that the shortlisting process is as systematic as possible. Each member of the panel will create their own shortlist which will then be collated and discussed.
- 5.12. Applicants will be assessed against the same criteria to ensure a fair process.
- 6. **Invitation to interview**
- 6.1. Once a shortlist has been confirmed, the applicants to be invited for interviews will be contacted and suitable interview times will be decided.
- 6.2. The recruitment panel will ensure that all shortlisted candidates are provided with information about the interview arrangements, how they will be conducted, the areas that will be explored and what documents (if any) they should bring.
- 6.3. The recruitment panel will ensure that shortlisted candidates are provided with access to the self-declaration of criminal record form, alongside a copy of the Academy's disqualification form, where appropriate.



- 6.4. Upon inviting candidates to interview, the recruitment panel will state that the successful candidate's identity will be checked and, where appropriate, the necessary pre-appointment checks will be carried out.
- 6.5. Where possible, the recruitment panel will obtain two references before interviewing candidates to allow for any concerns to be explored with the referee and discussed with the candidate. One of the references will be from the candidate's most recent employer.
- 6.6. Where a candidate is not currently employed, verification of their most recent period of employment and reasons for leaving will be obtained from the most recent employer.
- 6.7. References will be from the Headteacher (or deputy Headteacher) of their previous school and not a work colleague.
- 6.8. Open testimonials (for example, "to whom it may concern") will not be relied upon, nor will information that has been provided by the candidate without verifying the information.
- 6.9. Electronic references will be vetted to ensure they originate from a credible source.
- 6.10. References from internal candidates will also always be scrutinised before interview.
- 6.11. Permission will be sought from the candidates before the recruitment panel contacts referees.
- 6.12. Structured questionnaires will be used to question referees and the recruitment panel will determine the questions on a case-by-case basis.
- 6.13. Information about past disciplinary action or allegations (including any safeguarding concerns) that are disclosed will be considered carefully when assessing the applicant's suitability for the post.
- 6.14. The candidate's current employer will be asked for details of any capability history in the previous two years, including the reasoning.

## 7. **Pre-interview checks**

- 7.1. The recruitment panel (which may be delegated to the HR officer or other appropriate employee) will ensure the necessary pre-interview checks take place.
  - 7.2. Pre-interview checks will include the following:
    - 7.2.1. Requesting two references from each shortlisted candidate directly from the referees – where possible, one reference will be obtained relating to the role in which the candidate worked with children.
    - 7.2.2. Verifying that the candidate has qualifications or experience relevant to the post.
    - 7.2.3. Checking references against application forms and noting down discrepancies or concerns and gaps in employment history, and following up these concerns with referees at the interview.
    - 7.2.4. Checking and, where necessary, following up candidates' self-declaration forms.
  - 7.3. The Academy is committed to ensuring that safeguarding is a top priority; therefore, the Academy may check shortlisted candidates' social media or other online activity prior to interview, in accordance with KCSIE. This process may include a search for the candidate via Google, Facebook, Instagram, Twitter, and / or LinkedIn. Such a search would include using a search engine to review publicly available social media accounts. Where possible, this search should be conducted by someone not involved in the interview process. Any information obtained that is potentially relevant to the candidate's suitability for the role should be passed to the interviewing panel. Any concerns will be addressed during the interview process.
- ## 8. **The interview**
- 8.1. Where the applicant has signed their application form electronically, they should be asked to physically sign a hard copy of their application at the point of interview.
  - 8.2. During the interview process, candidates will be asked standard questions and their responses will be recorded for ease of comparison.

- 8.3. Any concerns raised through contact with referees will be discussed with the candidate at this stage.
- 8.4. The recruitment panel will ask open questions to assess the candidate's experience and suitability for the post, and to explore the candidate's motivation towards safeguarding and their suitability to work with children. The same interview questions will be asked of all candidates.
- 8.5. The recruitment panel will give the candidate the opportunity to declare anything in light of the requirement for a DBS check.
- 8.6. Where applicable, and where this has not been done prior to the interview, the recruitment panel will follow up concerns regarding the content of a self-declaration form.
- 8.7. The candidate will be given the opportunity to discuss any concerns or ask any questions.
- 8.8. The interview will always comprise a face-to-face interview; however, the recruitment panel may also request that candidates complete one of the following exercises:
  - 8.8.1. Role play exercises
  - 8.8.2. Presentations
  - 8.8.3. Group exercises
  - 8.8.4. Written exercises
  - 8.8.5. Aptitude/ability tests
  - 8.8.6. Personality questionnaires
  - 8.8.7. Getting the candidate to work in supervised activity with pupils
- 8.9. After the interview has been completed, the recruitment panel will:
  - 8.9.1. Assess all candidates' performance using the same agreed criteria.
  - 8.9.2. Ask the successful candidate to provide proof of identification and qualifications, and to complete the DBS check as soon as possible.
  - 8.9.3. If requested, provide feedback to the unsuccessful candidates – feedback may be verbal or written and based on evidence of their performance against the person specification for the role.
- 8.10. Interview notes and assessment materials will be held securely for an appropriate amount of time after the interviews, in line with the Data Protection Policy, in case any aspect of the recruitment process is challenged.
- 8.11. After choosing a successful candidate, the Academy will:
  - 8.11.1. Make a conditional offer of employment to the candidate (conditional upon the relevant pre-appointment checks, see below).
  - 8.11.2. Ask the successful candidate to provide identification and proof of qualifications, if this has not already been done.
  - 8.11.3. Complete the relevant pre-appointment checks.
9. **Pre-appointment checks**
  - 9.1. All appointments will be conditional on satisfactory completion of the necessary pre-appointment checks.
  - 9.2. When appointing new staff, the Academy must complete the following checks:
    - 9.2.1. Verify the candidate's identity including that they are who they claim to be, and their right to work in the UK. The Academy should, aware that an individual has the potential to change their name, check the name on the candidate's birth certificate where this is available. If the candidate has lived or worked outside of the UK, further checks may be required

- 9.2.2. Obtain an enhanced DBS certificate (via the applicant) and, for candidates engaging in Regulated Activity, barred list information. If using the DBS update service the original certificate needs to be obtained.
- 9.2.3. Obtain a separate barred list check if an individual will start work in Regulated Activity before the DBS certificate is available.
- 9.2.4. Verify professional qualifications, as appropriate.
- 9.2.5. For those in management, trustee or governor roles, a section 128 check will be carried out.
- 9.2.6. The recruitment panel will ensure any candidate employed to carry out teaching work is not subject to a prohibition order or any sanction or restriction imposed (that remains current) by the GTCE before its abolition in March 2012.
- 9.2.7. If the Academy has reason to believe that an individual is barred, it is an offence under section 9 of the Safeguarding Vulnerable Groups Act (SVGA) 2006 for the Academy to allow the individual to carry out any form of Regulated Activity.
- 9.2.8. Checks for all prohibitions, directions, sanctions and restrictions will be carried out by using the secure access portal on the Teacher Services' webpage.

## 10. **Volunteers**

- 10.1. For volunteers, a shorter recruitment process may be adopted by the Headteacher, however:
  - 10.1.1. If they are not engaging in Regulated Activity, an enhanced DBS check will be obtained – however, a barred list check will not be required.
  - 10.1.2. If volunteers are engaging in Regulated Activity and are new to the Academy, an enhanced DBS check with a barred list check will be required.
- 10.2. Existing volunteers in Regulated Activity do not need to be re-checked if they have already had a DBS check (including barred list information); however, the Academy may decide to conduct a repeat DBS check.
- 10.3. If a volunteer is not in Regulated Activity, the Academy will use its professional judgement, after the Headteacher has conducted a risk assessment, to determine whether to seek an enhanced DBS check or barred list check. If the volunteer is there in a professional capacity, such as providing careers advice to the students, their ID should be checked and the Academy should assure itself that the visitor has had the appropriate DBS check. If this assurance is provided by the visitor's employer then the volunteer's certificate does not have to be seen by the Academy.

## 11. **Candidates who have lived outside the UK**

- 11.1. No exceptions will be made for candidates who have lived outside of the UK. All mandatory checks outlined in this policy will be carried out, along with additional checks where necessary.
- 11.2. The DfE's guidance on the employment of overseas-trained teachers will be consulted should an overseas candidate apply for a teaching position.

<https://www.gov.uk/government/publications/employing-overseas-trained-teachers-from-outside-the-eea>

## 12. **Agency and third-party staff**

- 12.1. In the case of any employee working at the Academy who is sourced from an agency or third-party organisation, confirmation must be obtained from the organisation, in writing, that all necessary checks have been completed, expressly including that the agency/third party has obtained an enhanced DBS certificate with barred list information, prior to appointing the individual.
- 12.2. Confirmation will also be obtained that the individual who presents for work is the same person on whom all checks have been completed. A copy of photographic identification will generally be kept where appropriate.

### 13. **Trainee/student teachers**

- 13.1. The Academy will ensure that enhanced DBS certificates and barred list checks are obtained on all salaried applicants for initial teacher training who are in Regulated Activity.
- 13.2. Where trainee teachers are fee-funded, it is the responsibility of the initial teacher training provider to carry out the necessary checks.
- 13.3. The Academy will obtain written confirmation from the agency that the checks have been carried out.

### 14. **Existing staff**

- 14.1. If a member of staff moves from a post that was not Regulated Activity to one that is, the relevant checks will be carried out.
- 14.2. The recruitment panel will carry out further checks where there is a concern about a member of staff's suitability to work with children.
- 14.3. The Academy will refer to the DBS anyone who has harmed, or poses a risk of harm, to a child or vulnerable adult where:
  - 14.3.1. The harm test is satisfied in respect of that harm.
  - 14.3.2. The individual has received a caution or conviction for a relevant offence, or if there is reason to believe that the individual has committed a listed relevant offence.
  - 14.3.3. The individual has been removed from working in Regulated Activity, or would have been removed had they not left.

### 15. **Contractors**

- 15.1. The Academy will ensure that any contractor, or any employee of the contractor, has been subject to the appropriate level of DBS check. Contractors engaging in Regulated Activity will require an enhanced DBS certificate (including barred list information).
- 15.2. For all other contractors who are not engaging in Regulated Activity, but whose work provides them with an opportunity for regular contact with children, an enhanced DBS check (not including barred list information) will be required.
- 15.3. Under no circumstances will a contractor in respect of whom no checks have been obtained be allowed to work unsupervised or engage in Regulated Activity.
- 15.4. If a contractor is self-employed, the Academy will consider obtaining the DBS check, as self-employed people are not able to make an application directly to the DBS on their own account.
- 15.5. The Academy will always check the identity of contractors and their staff on arrival.

### 16. **Adults who supervise children on work experience**

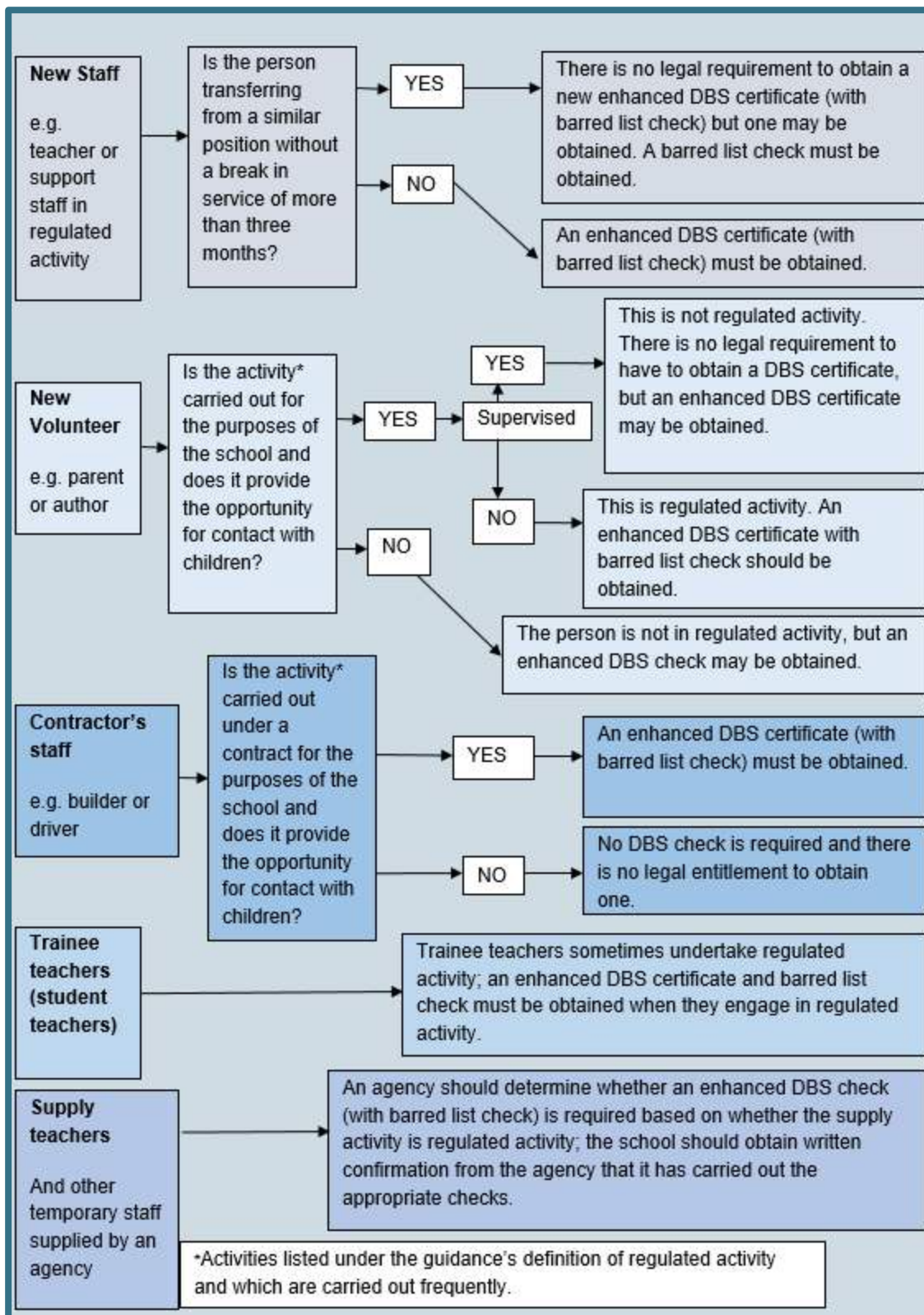
- 16.1. If the Academy is organising work experience placements, the Academy will ensure that the placement provider has policies and procedures in place to protect children from harm.
- 16.2. Barred list checks by the DBS might be required on some people who supervise a child under the age of 16 on a work experience placement. In such cases, the Academy will consider the specific circumstances of the work experience. Consideration will be given in particular to the nature of the supervision and the frequency of the activity being supervised, to determine what, if any, checks are necessary. These considerations will include whether the person providing the teaching/training/instruction/supervision to the child on work experience will be:
  - 16.2.1. Unsupervised themselves.
  - 16.2.2. Providing the teaching/training/instruction/supervision frequently (more than three days in a 30-day period or overnight).
- 16.3. If the person working with the child is unsupervised and the same person is in frequent contact with the child, the work is likely to be Regulated Activity. In this case, the Academy will ask the employer providing the work experience to ensure that the person providing the instruction or training is not a barred person.

- 16.4. If the activity undertaken by the child on work experience takes place in a 'specified place', such as the Academy, and gives the opportunity for contact with children, this may itself be considered Regulated Activity. In these cases, and where the child is 16 years of age or over, the work experience provider will consider whether a DBS enhanced check should be requested for the child/young person in question. DBS checks cannot be requested for children/young people under the age of 16.
17. **Governors**
- 17.1. The Governing Board may request an enhanced DBS certificate without a barred list check on an individual as part of the appointment process for governors. An enhanced DBS certificate (which will include a barred list check) will only be requested if the governor will be engaging in Regulated Activity; this also applies to volunteer governors.
18. **After the pre-appointment checks**
- 18.1. Once the pre-employment checks have been completed, the recruitment panel will:
- 18.1.1. Agree a start date with the candidate.
  - 18.1.2. Destroy the completed self-declaration forms.
  - 18.1.3. Submit contractual paperwork, including the completed DBS check, copies of identification, references, proof of qualifications, pre-employment medical enquiry form, P45, application/equal opportunities and emergency contacts.
  - 18.1.4. Add the required details of the checks carried out to the Academy's SCR.
19. **Single central record ("SCR")**
- 19.1. The Academy will maintain and regularly update the SCR.
- 19.2. All new employees will be added to the record, which will include:
- 19.2.1. All staff (including supply staff) who work at the Academy.
  - 19.2.2. All others who work in regular contact with children in the Academy or college, including volunteers.
- 19.3. The bullet points below set out the minimum information that must be recorded in respect of staff members (including teacher trainees on salaried routes). The record will indicate whether the following checks have been carried out or certificates obtained, and the date on which each check was completed/certificate obtained:
- 19.3.1. An identity check
  - 19.3.2. A standalone children's barred list check
  - 19.3.3. An enhanced DBS check
  - 19.3.4. A prohibition from teaching check
  - 19.3.5. Further checks on people living or working outside the UK, including checks for European Economic Area (EEA) teacher sanctions and restrictions
  - 19.3.6. A check of professional qualifications (where such qualifications are required)
  - 19.3.7. A section 128 check
  - 19.3.8. A check to establish the person's right to work in the UK
  - 19.3.9. Details of any online search undertaken after shortlisting and prior to interview
- 19.4. For supply staff, the Academy will include whether written confirmation has been received that the employment business supplying the member of supply staff has carried out the relevant checks and obtained the appropriate certificates, and the date that confirmation was received and whether any enhanced DBS check certificate has been provided in respect of the member of staff.
- 19.5. If checks are carried out on volunteers, this will be recorded in the SCR.
- 19.6. The Trust will keep separate SCRs for each Academy.

20. **Safer recruitment training**

- 20.1. At least one member of the recruitment panel will have completed formal safer recruitment training (as well as the Headteacher).
- 20.2. As a measure of good practice, the Academy will ensure that this training is renewed every two to three years.

# Flowchart of Disclosure and Barring Service Criminal Record Checks and Barred List Checks



## Part Two – Your employment

### 2.1. Dress Code Policy

#### 1. About this policy

We encourage everyone to maintain an appropriate standard of dress and personal appearance when working at any Academy within the Trust. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

promote a positive and professional image;

respect the needs of men and women from all cultures and religions;

make any adjustments that may be needed because of disability;

take account of health and safety requirements; and

help staff and managers decide what clothing it is appropriate to wear to work, each Academy may have its own further particular rules which will be notified to you by the Academy.

Headteachers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise. Any enquiries should be made with your Headteacher.

Persistent unreasonable failure to comply with the dress code may result in action under our Disciplinary Procedure.

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

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

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

#### 2. Appearance

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

All employees should wear smart clothes and appear clean and smart at all times when at work.

Employees should not wear gym or beach wear to work (unless your role requires, such as P.E), which includes track suits, sweat-shirts, casual t-shirts or shorts, combat trousers, jogging bottoms, or leggings. Clothing should not be dirty, frayed or torn.

Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work. This applies to all employees. Where appropriate tattoos should be covered by clothing or other means and where possible visible piercings should be limited to ears.

Footwear must be safe and clean and take account of health and safety considerations. Trainers, flip-flops and fit-flops are not acceptable (apart from where agreed by the Head Teacher that they can be worn for medical reasons).

Where we provide safety clothing and equipment, it should be worn or used as appropriate and directed. You should not wear clothing or jewellery that could present a health and safety risk.

#### 3. Religious and cultural dress

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

Where necessary your Headteacher can give further information and guidance on cultural and religious dress in Academy.

Priority is at all times given to health and safety requirements.

### 2.2. Expenses Policy

The following policy applies to staff of LDLT (Trust Staff) and LDLT Schools



## 1. **General Principles**

- 1.1. LDLT will refund the actual travelling and reasonable out of pocket costs incurred by staff and volunteers wholly, exclusively, and necessarily incurred in the performance of the duties of their employment.
- 1.2. LDLT will NOT reimburse any expenses relating to private travel. LDLT does not reimburse staff or volunteers for other personal expenses or any fees unless expressly approved through their Contract of Employment.
- 1.3. As a rule, LDLT only pays expenses that are deemed by HM Revenue & Customs (HMRC) to be non-taxable benefits.
- 1.4. Reimbursement of expenses shall normally be made through payroll by completing expense claim forms and a member of the finance team submitting these on the payroll portal. Payments may also be made, with prior approval by the CFO, by BACS, using the account which the member of staff or volunteer has specified for payroll purposes.
- 1.5. Claims should be made within two months of the date the expenditure was incurred. Claims submitted over 2 months could be rejected. All expense claims should be processed monthly.
- 1.6. All expenses (except mileage rates – see below) must be backed by a VAT receipt or other evidence of payment (e.g., tube and rail tickets). Original receipts (not photocopies) should be provided to substantiate all payments. In the absence of an original receipt, other evidence of the expenditure should be provided, e.g., credit/debit card slip or bank statement, or if none of these are available, a written explanation must be provided to fully explain the expenditure.
- 1.7. All expense claims must be authorised by the staff or volunteer's line manager. Authorisation of any expense is not simply an instruction to pay; it is a representation that the expenditure has been incurred in accordance with LDLT business.

## 2. **Travel Expenses**

- 2.1. All travel requirements should first be reviewed as necessary in the conduct of LDLT business. Is there an alternative that would both maintain the LDLT business without denigrating the meeting or visit, this could include video conferencing such as Teams.
- 2.2. When travelling on LDLT business the most cost-effective form of transport available should be used, consistent with the purpose and schedule of the trip. Decisions could be influenced by various factors including group travel, staff time and safety. LDLT will only reimburse the cost of the cheapest appropriate method of travel. LDLT will not fund any overseas travel expenses or expenses incurred by an overseas trip.
- 2.3. LDLT will meet the cost of reasonable out of pocket expenses for which it is not always possible to obtain official receipts or invoices. Examples of these will include, but are not limited to:
  - Tube/bus fares
  - Parking meters
  - Taxi fares (use of tube in London, however, is encouraged)
  - Telephone calls from public call boxes
  - Ferry or road toll charges
- 2.4. Train travel other than for local/short distance journeys should be pre-booked wherever possible using the specific accounts operated by the Finance Department. These will be paid directly by LDLT and no personal expense should be incurred. Travel should be by Standard Class and staff and volunteers are encouraged to seek such discounts as may from time to time be available.
- 2.5. First Class train travel can be purchased when the cost is no more than 20% higher than the Standard class fare and there is a business benefit in doing so.
- 2.6. Parking Fines or motoring offences will not be reimbursed whilst on LDLT business.

## 3. **Use of Private Vehicles**

- 3.1. If you use your private vehicle for LDLT business you will be reimbursed at the following HMRC tax free rates. These rates are reviewed and updated regularly by HMRC and the table below indicates the rates correct at December 2021. HR/Payroll will notify changes as they arise.

Vehicle	Up to 10,000 miles	Over 10,000 miles
Cars & Vans	45p/per mile	25p/per mile
Motorcycle	24p/per mile	24p/per mile
Bicycles	20p/per mile	20p/per mile

A separate record of each journey should be kept detailing

- Date of travel
  - Journey undertaken, highlighting from which base to which destination, inclusive of return travel
  - No of miles for each journey
- 3.2. Any staff member or volunteer using his/her car/motorcycle for business purposes should ensure that the vehicle has Business Travel option on their insurance policy. The standard rate per mile is set having taken into account any additional insurance costs.
- 3.3. The LDLT will pay for additional mileage costs incurred for business purposes. If travelling direct from home to a meeting and not passing the office or school, then the full cost of travel can be claimed. If travelling from the office or school or your journey requires you to pass the office, only the mileage from the office can be claimed. This principle is often known as the “lesser of” rule. This principle applies when you travel on official business to somewhere other than your normal place of work by private vehicle. The reimbursement you are entitled to receive is limited to the lesser of either:
- the actual travel costs you incur; or
  - the costs you would have incurred if your journey had begun from your permanent office by the shortest practicable route.

If journeys start and end at the permanent office the “lesser of” rule need not be applied and full travel costs may be claimed.

- 3.4. LDLT expects all staff to drive safely, responsibly and legally. LDLT accepts no liability for loss of, or damage to, vehicles being used on LDLT business.

#### 4. Subsistence Expenses

- 4.1. LDLT will reimburse reasonable costs of meals which have met the conditions below and is conjunction with travelling on LDLT business. A valid receipt is required to reimburse these subsistence expenses. The conditions are set out below:

Subsistence	Value	Condition
Breakfast	£15.00	Leave home before 6:45am or having stayed away overnight
Lunch	£10.00	In excess of 5 hours away from office
Dinner	£20.00	Likely to arrive home 8:00pm or later, or staying overnight

- 4.2. Gratuities - these are treated as discretionary costs by HMRC. As such, any reimbursement would be treated as a taxable benefit and, therefore, gratuities will not be reimbursed.
- 4.3. Service charges included within the overall cost of the meal are acceptable and will be reimbursed as part of the usual expenses claim.

- 4.4. Where a claim is for meals, it must relate to the business undertaken and indicate whether self or staff and/or volunteers are present (subsistence) or if any third person was present (entertaining).
- 4.5. No alcohol can be purchased from public funds.

## 5. Overnight Accommodation

- 5.1. LDLT will meet the costs of overnight accommodation which is necessitated by travel on behalf of the company. The booking of accommodation should be done as far in advance as possible so value for money can be achieved and hotel deals on inclusive breakfast/ and or dinner should be utilised wherever possible. If it is not possible to source a hotel at these nightly rates, and it is necessary to pay a higher rate, then prior written approval should be obtained from the CEO.

Location	Room Only	Bed Breakfast	& Including Dinner	Incl. Breakfast & Dinner
Outside London	£100	£115	£120	£135
London	£140	£155	£160	£175

Late Bookings **Costs are outside policy ranges – Agree with CEO**

- 5.2. Staying with Friends/Family: LDLT recognises that occasionally when overnight accommodation is required, staff will choose to stay with family or friends instead of in a hotel. In such circumstances it is appropriate to compensate your host, up to a value of £35.00 per night. This claim must be supported by receipts in order to be treated as an allowable expense and not a taxable benefit.

## 6. Business Entertaining

All business entertaining activities must be approved in advance by your line manager and evidenced by an outcome that delivers value to LDLT.

- 6.1. Staff, in the execution of their duties, may be required to entertain customers, suppliers, business contacts or potential customers. The nature of the business, the names and the organisation of the people being entertained must be clearly stated on the expense claim form, or on a supporting document. Please refer to Gifts & Hospitality Policy.
- 6.2. LDLT will only reimburse the cost of entertaining business contacts on a business occasion where at least one representative of an outside organisation is present. All such recipients of LDLT hospitality must be identified by name and organisation in the claim. At no time will LDLT meet the costs of entertaining relatives or partners.
- 6.3. The purchase of alcohol is prohibited in all cases in accordance with ATH.

## 7. Home phones and mobile phones

- 7.1. The cost of incidental business calls made by staff from their personal phones, whether mobile or landline, are reimbursable upon presentation of an itemised bill, on which the business calls are clearly indicated.
- 7.2. No rental or service charges are reimbursable.
- 7.3. For staff and/or volunteers who are identified as 'essential' users – a LDLT mobile phone will be provided under contract to LDLT.

## 8. Reimbursement of Expenses

- 8.1. Small amounts of incidental expenditure, up to £50, may be reimbursed from petty cash. For staff and/or volunteers based at LDLT offices please refer to the Finance Team.
- 8.2. Certain items should not be paid via petty cash. These include:
  - Staff advances
  - Staff travel and subsistence
  - Casual workers' wages

8.3. Claims for reimbursement of expenditure through petty cash must be submitted by staff and/or volunteers on a petty cash voucher with supporting receipts attached. In exceptional circumstances, where a receipt is not available, a written explanation of the expenditure can be provided instead.

## 9. **Expenses Advance**

9.1. If a member of staff and/or volunteer anticipates incurring expenditure in excess of £50 when engaged in a specific activity, e.g., project activity or event attendance, then the staff member and/or volunteer may apply for an advance to cover the anticipated cost. The request for an advance must be put in writing and approved by the staff member's line manager. Requests must be submitted at least 5 working days in advance to the Finance Team to guarantee availability.

9.2. Expense claims against the advance must be made within 5 working days of return from the activity.

## 10. **Miscellaneous**

10.1. Unless otherwise specified, Finance will code all items of approved expenditure and post without delay to the accounting system.

10.2. Any purchase linked to computers, telephones or high-cost items of stationery must not be purchased without prior authorisation as such items are normally purchased centrally by the Finance Department.

10.3. No member of staff and/or volunteer shall personally make any loan or advance to a member of staff and/or volunteer on behalf of LDLT.

10.4. Finance Dept. staff are required to be aware of the restrictions which are placed by HMRC on payments of travel and other expenses and should check that payments made, wherever possible, do not comprise a taxable benefit. An example of this which is likely to arise is travel to work.

## 11. **How to Claim Expenses**

11.1. Staff and/or volunteers should use the LDLT expenses claim form. Receipts should be scanned and attached to the claim. The claim should then be sent to the line manager for authorisation. Once authorised by the line manager the expenses will be processed, and payment will then be made through the payroll or BACS system.

11.2. In exceptional circumstances (e.g., if the claimant would suffer personal hardship) the line manager may request that payment is made by bank transfer or, if less than £50, from petty cash. In these cases, a signed and approved expense form should be attached to a completed and authorised payment request form and submitted to the Finance Department (*payment request forms can be requested from the Finance Department, who can supply an electronic template or hard copy form*).

## 12. **LDLT Credit Card**

12.1. Certain departments and/or individuals may be allocated a company credit card which may facilitate the purchase of items online. Use of the card is covered by a separate policy managed by Finance, who will provide support to card-holders regarding its correct use.

## 13. **Candidate Expenses (Interview)**

13.1. These expenses are not normally payable.

## 14. **Good Working Practice**

14.1. Any purchase that can be made in advance must be done so through normal methods of procurement or via a LDLT credit card transaction. Staff members must not use their own credit cards/cash to make purchases for items that can be made through the academies finance departments to maintain probity and budgetary control.

14.2. All expenditure must seek prior approval via the CFO/Headteacher before spending personal funds, if this is not sought – claims for reimbursement may be declined.

## **2.3. Gifts and Hospitality Policy**

### **1. About this policy**

- 1.1. This policy gives clear guidance for all staff, trustees, temporary staff, volunteers and consultants on the appropriate action to take when offered a gift, hospitality, prize or reward from a client or when offering a gift, hospitality, prize or reward to a client.
- 1.2. The Trust has overall responsibility for this policy, including keeping it under review.
- 1.3. This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 1.4. This policy does not form part of any employee's contract of employment.

### **2. Scope**

- 2.1. This policy focuses on the expected procedures to follow if offered a gift, hospitality or reward.
- 2.2. Guidelines are also given for occasions when Academies wish to offer hospitality to clients. This policy does not cover the action which will be taken if these guidelines are not adhered to. Please refer to the Disciplinary Procedure.
- 2.3. This policy should be read in conjunction with the following policies within this handbook:
  - 2.3.1. Anti-corruption and Bribery Policy.
  - 2.3.2. Disciplinary policy and procedure.
  - 2.3.3. Expenses policy.

### **3. Responsibilities**

- 3.1. The Trust is responsible for the development, approval and dissemination of this policy. Headteachers are responsible for ensuring all new staff (including volunteers, consultants working for the Academy and temporary staff) are made aware of the policy. All Academy staff, including temporary staff, consultants and volunteers are responsible for adherence to the policy.

### **4. Background**

- 4.1. Our Academies within the Trust are responsible for the expenditure of significant sums of money from a variety of public funding bodies. With this in mind, staff must conduct themselves with integrity, impartiality and honesty. Academy staff must maintain high standards of propriety and professionalism, including avoiding laying themselves open to suspicion of dishonesty and not putting themselves in a position of conflict between their official duty and private interest.
- 4.2. Some staff may, out of necessity, spend time with representatives of institutions and other organisations where it is normal business practice or social convention to offer gifts, hospitality or rewards. Offers of this kind can place staff in a difficult position, as refusal may cause misunderstanding or offence. However, to accept may give rise to questions of impropriety, suspicion or conflict of interest, disciplinary action or criminal liability.
- 4.3. It is a disciplinary offence for staff to accept any benefits as an inducement or reward for:
  - 4.3.1. taking any action (or specifically not taking action) in his or her official capacity;
  - 4.3.2. showing favour (or disfavour) to anyone in his or her official capacity.
- 4.4. The conduct of individuals must not create suspicion of any conflict between their official duty and their private interest. Individuals acting in an official capacity must not give the impression (to any member of the public, to any organisation with whom they deal, or to their colleagues) that they have been (or may have been) influenced by a benefit to show favour or disfavour to any person or organisation.

## **5. Gifts**

- 5.1. Gifts (defined as items given without the expectation of receiving anything in return) should not be accepted where they may appear to be disproportionately generous or could reasonably be construed as an inducement to affect a business decision or decision of the Academy or Trust.
- 5.2. Staff must not accept any gifts, rewards or hospitality from any organisation or individual with whom they have contact in the course of their work, as an inducement either for doing something or not doing something in their official capacity. Particular care should be taken about any gift from a person or organisation which has, or is hoping to have, a contract with the Academies.

## **6. Personal gifts**

- 6.1. All personal gifts should be refused, or donated to charity, unless they come within one of the following categories:
  - 6.1.1. Modest gifts of a promotional character, e.g. calendars, diaries and other similar articles.
  - 6.1.2. Gifts on the conclusion of any courtesy visit to or from an outside organisation, providing these are of a sort normally given by that organisation
  - 6.1.3. Gifts to teachers from parents of pupils up to £25;
  - 6.1.4. Gifts up to £25 in value;

## **7. Gifts to an individual setting or the Trust as a whole**

- 7.1. Gifts which are intended for the Trust, or any of its academies, may be accepted but must not be retained by the individual who receives them on behalf of these bodies. Such gifts should be forwarded as appropriate.
- 7.2. A gift will be considered trivial if by virtue of its nature or branding it has no material commercial value, that is to say, no unrelated third party would reasonably be expected to purchase the item for a sum in excess of £25. Gifts of this kind are acceptable provided the donor is aware that these can only be accepted on the basis that the gift will either be shared amongst all staff (at that site, or within that team) or used for fundraising purposes (e.g. in a raffle).
- 7.3. Any employee who has received two gifts from any external organisation within a single financial year (September to August) should not accept any further gifts during that financial year from the same organisation.
- 7.4. If unsolicited gifts of a substantial nature arrive from contractors (e.g. large hampers) they should be returned with a polite explanation that the Academy rules do not allow their acceptance. There may be occasions when to refuse a gift may cause offence. In these circumstances, and in those where a gift cannot be returned or refused, the gift should be accepted and then surrendered to the Headteacher or Trust to be raffled, with the proceeds going to a nominated charity of choice.
- 7.5. If staff have doubts about whether an offer of a gift should be refused, they should consult the Headteacher, who in turn should discuss the matter with the Chief Executive Officer before the gift is accepted.
- 7.6. The Headteacher is the final arbiter on the advisability of acceptance or refusal of gifts within individual academies. If the Headteacher considers that a gift can legitimately be accepted but that it cannot be used to support the Academy business, he / she may authorise retention of the gift by the individual. Alternatively, if the individual does not wish to retain the gift, arrangement may be made for the gift to be stored until disposal, for example through a local charity. With regard to gifts to the Trust as a whole, the Chief Executive Officer is the final arbiter having taken advice from the Chair of Trustees
- 7.7. Any gifts, whether accepted or not, should be notified to the Clerk of the Trust Board (for headteachers and 'central' staff) and Headteachers (for Academy staff and governors)

using the form in Appendix A. This will then be entered on to the Trust's gifts and hospitality register. This requirement is to protect employees by providing a record of which organisations or individuals are offering gifts to the Trust and where the gift has gone.

## **8. Hospitality**

- 8.1. It is recognised that attendance at receptions, luncheons and dinners or other social events (e.g. celebratory, promotional or cultural events) form a necessary part of some employees', governors' or board members' roles. This policy is not intended to stop such employees from receiving hospitality of this nature, so long as it is declared in the Trust's Gifts and Hospitality Register and the timing of the hospitality is not inappropriate.
- 8.2. The following hospitality should be declined:
  - 8.2.1. hospitality offered in substitution for fees for broadcasts, speeches, lectures, or other work done;
  - 8.2.2. inducements which could lead to a contractual position between the Academies and a supplier or consultant.
- 8.3. Particular care should be taken when offered any form of hospitality or gifts from a person or organisation which has, or is hoping to have, a contractual relationship with the Academies.
- 8.4. If staff have any doubts whether to accept hospitality offered, they should refer the matter to the Headteacher or Trust, who in turn may discuss it with the Chief Executive Officer, Chief Operating Officer and or Finance team.
- 8.5. Any hospitality, accepted or declined should be recorded in the central register kept by the Trust. All Academy staff should complete the form in Appendix A and submit to the Clerk of the Trust Board for inclusion in the register.

## **9. Fees, Awards and Prizes**

- 9.1. If an organisation offers a fee to a member of staff for an occasional service such as a speech which is in a way connected with their official duty, the sum involved may be retained only on condition that it is paid into the Academy bank account.
- 9.2. Staff must consult the Headteacher if they are approached by an outside organisation offering an award or prize which is in any way connected with their official duty. Retention of the award or prize will normally be allowed, provided that:
  - 9.2.1. it is offered in recognition of personal achievement;
  - 9.2.2. it is not a gift (see above).
- 9.3. Awards or prizes should be declined if they are likely to give rise to public criticism. In deciding whether the award would give rise to public criticism, staff are advised to consider:
  - 9.3.1. the status of the awarding body; for example, whether it is a registered charity;
  - 9.3.2. the range of people to whom the award is given;
  - 9.3.3. the method of selection;
  - 9.3.4. the standing of the selectors;
  - 9.3.5. any Academies dealing with the awarding body.
- 9.4. Criticism, however unfounded, might be made if it appears that the award might have been given with a view to future benefit to the person concerned

## **10. Offering Hospitality**

- 10.1. Subject to the written prior agreement of the Headteacher, the cost of lunches or dinners taken outside of the office may be met when it is considered necessary for the furtherance of business which cannot effectively be dealt with in the normal working environment e.g.

in the case of important overseas visitors, failing to provide some modest hospitality would be discourteous or embarrassing.

- 10.2. The cost of lunches or dinners in these circumstances should not exceed £20 per head and should be afforded within the Academy's budget.
- 10.3. Permission should be sought from the Headteacher before any such offers of hospitality are made to any clients and all instances should be recorded on the Academy's central register by the Clerk to Trust Board.
- 10.4. To support the Clerk in their role, Appendix B should be completed, signed by the Headteacher / CEO and submitted to the Clerk by email each time hospitality (including gifts or a prize) is offered to a client.

## **11. Whistleblowing**

- 11.1. Staff are required, under the Trust's Whistleblowing Procedure, to report any circumstances where they believe a member of staff has not followed this policy. In the first instance, staff should report any concerns of this nature to the Headteacher of their setting.
- 11.2. If the concern is related to the Headteacher, the member of staff should report this to the Chief Finance Officer or Chief Executive Officer, or Chief Operating Officer of the Trust. If the concern is related to the CFO, COO or CEO the member of staff should report this to the Chair of the Trust Board.
- 11.3. If the concern is related to the Chair of Trust Board, the member of staff or trustee should report this to a Member of the Trust.



**GIFTS AND HOSPITALITY - APPENDIX A**

**Declaration of Gifts and Hospitality - receipt**

**Name:**

**Place of work:**

**Job title:**

Description of item	Offered by (name and/or organisation)	Date of receipt	Did you accept the item? (Y/N)	Approximate value (£)

I certify that I have listed above all gifts and hospitality which need to be declared under the terms of the Trust's Gifts & Hospitality Policy (with an estimated value in excess of £25).

Signed:

Date:

**GIFTS AND HOSPITALITY - APPENDIX B**

**Declaration of Gifts and Hospitality – given by the Trust**

**Name:**

**Place of work:**

**Job title:**

Description of item	Offered to (name and/or organisation)	Approved by	Date	Was the item accepted (Y?N)	Approximate value (£)

I certify that I have listed above all gifts and hospitality which need to be declared under the terms of the Trust's Gifts & Hospitality Policy that I have offered on behalf of the Trust in connection with my role (with an estimated value in excess of £25).

Signed:

Date:

## **2.4. Non-smoking Policy**

### **1. About this policy**

All of our academies (including any vehicles owned or operated by the Trust) are strictly smoke-free in accordance with the Health Act 2006 and associated regulations. All pupils, parents, staff and visitors have the right to a smoke-free environment.

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

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

### **2. Where is smoking banned?**

Smoking is not permitted anywhere on school grounds or on school premises or within 50 metres of any school gates. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

Anyone using any vehicles owned or operated by the Trust, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

### **3. Breaches of the policy**

Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## 2.5. Equal Opportunities Policy

### 1. Equal opportunities statement

We are committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation ("Protected Characteristics").

### 2. About this policy

This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

The Trust is responsible for this policy including keeping it under review and is responsible for any necessary training on equal opportunities.

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

### 3. Discrimination

You must not unlawfully discriminate against or harass other people including current and former employees, pupils, parents, job applicants, suppliers and visitors. This applies when working in the Academy, outside the Academy (when dealing with parents, pupils, the public, suppliers or other work-related contacts), and on Academy-related trips or events including staff social events.

The following forms of discrimination are unlawful:

**Direct discrimination:** treating someone less favourably because of a Protected Characteristic.

**Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.

**Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

**Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

**Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

### 4. Recruitment and selection

Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible or reasonable.

Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.

Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.

Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

### 5. Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

**6. Part-time and fixed-term work**

Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

**7. Breaches of this policy**

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of discrimination may amount to gross misconduct resulting in summary dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **2.6. Staff Code of Conduct**

### **1. About this guidance**

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

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

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

If you are a teacher then you should read this guidance in conjunction with the following:

DfE statutory guidance, "Teachers' Standards"

<https://www.gov.uk/government/publications/teachers-standards>

DfE statutory guidance, "Keeping Children Safe in Education" or "KCSIE".

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

DfE statutory guidance, "Working together to safeguard children".

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

DfE statutory guidance, "Behaviour and discipline in schools".

<https://www.gov.uk/government/publications/behaviour-and-discipline-in-schools>

DfE statutory guidance, "Use of reasonable force in schools".

<https://www.gov.uk/government/publications/use-of-reasonable-force-in-schools>

in each case, as amended and updated from time to time.

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

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

### **2. Relationships**

You should:

be caring, fair and committed to the best interests of the pupils/students entrusted to your care, and seek to motivate, inspire and celebrate effort and success;

acknowledge and respect the uniqueness, individuality and specific needs of pupils/ students and promote their holistic development;

be committed to equality and inclusion and to respecting and accommodating diversity including those differences arising from gender, civil status, family status, sexual orientation, religion, age, disability, race, ethnicity, membership of the Traveller community and socio-economic status, and any further grounds as may be referenced in equality legislation in the future;

seek to develop positive relationships with pupils/students, colleagues, parents, school management and others in the school community, that are characterised by professional integrity and judgement; and

work to establish and maintain a culture of mutual trust and respect in the Academy you work.

### **3. Professional Integrity**

You should:

act with honesty and integrity in all aspects of your work;

respect the privacy of others and the confidentiality of information gained in the course of professional practice, unless a legal imperative requires disclosure or there is a legitimate concern for the wellbeing of an individual (any concerns or queries should be discussed with your line manager or the Headteacher);

represent yourself, your professional status, qualifications and experience honestly;

use your name/names as set out in the Register of Teachers, in the course of your professional duties; and

avoid conflict between your professional work and private interests which could reasonably be deemed to impact negatively on pupils/students.

#### 4. **Professional conduct**

Teachers should comply with the School Teacher's Standards  
<https://www.gov.uk/government/publications/teachers-standards>.

Head Teachers should comply with the Head Teacher standards  
<https://www.gov.uk/government/publications/national-standards-of-excellence-for-headteachers/headteachers-standards-2020#section-2-headteachers-standards>

You should:

uphold the reputation and standing of the profession;

take all reasonable steps in relation to the care of pupils/students under your supervision;

work within the framework of relevant legislation and regulations;

comply with agreed national and Academy policies, procedures and guidelines which aim to promote pupil/student education and welfare and child protection;

report, where appropriate, incidents or matters which impact on pupil/student welfare;

communicate effectively with pupils/students, colleagues, parents, school management and others in the school community in a manner that is professional, collaborative and supportive, and based on trust and respect;

ensure that any communication with pupils/ students, colleagues, parents, school management and others is appropriate;

ensure that you do not knowingly access, download or otherwise have in your possession inappropriate materials/images in electronic or other format;

ensure that you do not knowingly access, download or otherwise have in your possession, illicit materials/images in electronic or other format;

ensure that you do not practise while under the influence of any substance which may impair your fitness to teach/ work (please refer to section 4.3 – Substance misuse policy);

ensure that mobile phones are switched off and put away whilst working and are only used in the staff room when on breaks; and

ensure that you comply with the policies within this Staff Handbook.

#### 5. **Professional Practice**

You should:

maintain high standards of practice in relation to pupil/student learning, planning, monitoring, assessing, reporting and providing feedback;

apply your knowledge and experience in facilitating pupils'/students' holistic development;

plan and communicate clear, challenging and achievable expectations for pupils/students;

create an environment where pupils/ students can become active agents in the learning process and develop lifelong learning skills;

develop teaching, learning and assessment strategies that support differentiated learning in a way that respects the dignity of all pupils/ students;

inform your professional judgement and practice by engaging with, and reflecting on, pupil/student development, learning theory, pedagogy, curriculum development, ethical practice, educational policy and legislation;

in a context of mutual respect, be open and responsive to constructive feedback regarding your practice and, if necessary, seek appropriate support, advice and guidance;

act in the best interest of pupils/students and the Academy / Trust.

## 6. **Professional Collegiality and Collaboration**

You should:

work with colleagues and student teachers in the interests of sharing, developing and supporting good practice and maintaining the highest quality of educational experiences for pupils/students;

work in a collaborative manner with pupils/students, parents/guardians, school management, other members of staff, relevant professionals and the wider school community, as appropriate, in seeking to effectively meet the needs of pupils/students;

cooperate with the Inspectorate of the Department of Education and other statutory and public non-statutory educational and support services, as appropriate;

engage with the planning, implementation and evaluation of curriculum at classroom and Academy level.

## 7. **Transportation of children in private cars**

You may only transport a pupil in your car, as part of school duties, if you have provided the Academy with prior evidence of appropriate business insurance cover;

You should only transport pupils, in relation to school activities, in your private car with the prior written consent of the Headteacher (or deputy in his/her absence) and the prior agreement of the child's parent. In addition, as good practice in maintaining an appropriate professional relationship, it is expected that you will not transport pupils in your own car outside of school except where the pupil's family are personal friends or family of you. You should obtain the permission of the child's parents to avoid compromising your position. Importantly, you must also be accompanied by another adult and should not be alone with the child.

The normal rules of the road apply, for example all children being transported should be wearing a seat belt and if under 135cms should be on a booster cushion.

## 8. **Physical Contact with children**

You should ensure that you comply with the DfE Statutory Guidance – Keeping Children Safe in Education (as amended and updated from time to time).

In order to maintain an appropriate professional relationship, physical contact between you and pupils should be kept to a minimum. Young children may be comforted when distressed (see below), and may initiate physical contact in other circumstances, but you should always be aware that innocent physical contact may be misinterpreted by observers or by the recipient. You should avoid putting yourself in potentially compromising situations by observing the following guidelines:

Physical control or restraint must only take place in accordance with the statutory guidance on reasonable force, contained within the DfE guidance – "Keeping Children Safe in Education", as amended and updated from time to time.

When using reasonable force in response to risks presented by incidents involving children with SEN or disabilities or with medical conditions, you should recognise the additional vulnerability of pupils within these groups.

Intimate touches, including kisses, should never be given to pupils and children who give them to you must be kindly, but firmly, told that it is inappropriate. Some children, (including potentially children with special needs related to social interaction), may persist with this behaviour throughout primary school. In such circumstances you should ensure that other adults are aware, continue to firmly discourage the behaviour, and involve the parents in working towards more appropriate social behaviour.

Where a child is distressed or hurt they may seek some sort of physical comfort. You should confine this to the minimum required to comfort the child, for example taking the child's hand, putting a hand on their shoulder. Young children may however actively seek a hug or to sit on your knee. This should never take place privately.

Physical contact may be necessary as part of instruction, for example in PE. Whenever practicable demonstration or instruction without physical contact should be used. In other situations make it clear to the children present what contact will be used and why.

## 9. **Appropriate language**



You must:

not swear in the presence or proximity of pupils;

not use sexual language in the presence or proximity of pupils; and

be polite and use respectful language at all times.

10. **Breach of this policy**

We take a strict approach to breaches of this guidance, which may be dealt with in accordance with our Disciplinary Procedure or the Capability / Performance Management policy. Serious breaches of this guidance may amount to gross misconduct which may result in summary dismissal.

## **2.7. Disciplinary Procedure**

### **1. About this procedure**

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

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

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

The Headteacher has the delegated responsibility and authority to take disciplinary action up to and including dismissal. Any appeal would be held by a panel of Academy Councillors, not previously involved in the disciplinary process. Please note this may be a panel of Academy Councillors from a different school, or Trustees, if it deems necessary or appropriate.

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

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

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

### **2. Minor Misconduct**

Minor conduct issues can often be resolved informally between you and your manager or the Headteacher. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal written warning may be given (often termed as a management letter of advice), which will not form part of your disciplinary records.

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

### **3. Confidentiality**

Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

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

You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential (for example occasions where the witness may be deemed to be vulnerable, or where there is a fear of retaliation).

### **4. Investigations**

The Headteacher may conduct the investigation as the Investigating Officer, or they may appoint another individual as an Investigating Office to carry out the investigation. The Investigating Officer will usually be a different person to the person chairing the disciplinary hearing.

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

Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

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

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

## **5. Criminal allegations and referrals**

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

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

A criminal investigation, charge or conviction or referral to us by Local Authority Designated Officer ("LADO") or similar, relating to conduct or alleged relationships outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

The Trust has an obligation to refer matters of concern to the LADO, Teacher Regulation Authority and or DBS, as appropriate based on the specific facts of any allegation. Such disclosures may be necessary even where an employee has resigned during a disciplinary process, before any outcome has been reached. The Trust will seek specific advice from the Trust's HR / legal advisers on any required disclosure.

## **6. Allegations of abuse made against staff**

In the event of the Trust becoming aware of any safeguarding allegations including for example, harm to children, which have been made against a member of staff (whether initially reported internally or externally), advice should be sought directly (in line with the DfE Statutory Guidance, 'Keeping Children Safe in Education) from the Designated Safeguarding Lead who should in turn contact the LADO and/or the Police.

The LADO and/or the Police may deem it necessary to arrange for a multi-agency strategy meeting to be held (or at the very least a discussion with, if applicable, the child's case manager) before an investigation is undertaken or disciplinary process (if indicated in relation to a member of staff) is initiated. Such a meeting (or discussion) will clarify the precise nature, content and context of the allegation before determining the appropriate course of management. Sharing information in this way is vital to ensure that the correct action is taken. Additional reference should be made to the Trust's Safeguarding Policy.

## **7. The disciplinary hearing**

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

a summary of relevant information gathered during the investigation;

a copy of any relevant documents which will be used at the disciplinary hearing; and

a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually 7 days, to prepare your case based on the information we have given you.

Any evidence that you wish to rely on at the disciplinary hearing must be provided to the chair of the disciplinary hearing at least three working days before the disciplinary hearing.

#### **8. Right to be accompanied**

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

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

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

We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

#### **9. Procedure at a disciplinary hearing**

If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

The hearing will be chaired by the Headteacher, or another senior member of staff who has been appointed by the Headteacher, or school Academy Councillors. The Investigating Officer and HR support may also be present.

We will open the proceedings by:

stating the purpose of the hearing;

introducing all present;

saying how the hearing will be conducted;

confirming that all have the same documentation;

confirming the number and names of witnesses attending on both sides;

asking for any points of clarification to be stated;

reading the disciplinary allegations;

asking each side to present their case and ensuring that all presentations, evidence and questions are relevant and questioned if any area is unclear.

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

You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise. Witnesses may be called by either party and it is the responsibility of those calling witnesses to make clear what evidence the witness will bring to the matter so that appropriate and relevant questions may be asked. In exceptional circumstances specific arrangements may be made, such as agreeing questions in advance if the matter is highly sensitive.

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

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

#### 10. **Disciplinary action and dismissal**

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

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

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

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

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

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

#### 11. **The effect of a warning**

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

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

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

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

#### 12. **Appeals**

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

If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.

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

The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with impartially.

The appeal hearing will be conducted impartially and wherever possible by a more senior individuals who have not been previously involved in the case, or where appropriate a committee of three Academy councillors (not previously involved in the case) from the Academy, or from a different Academy in the Trust (for example where there are not sufficient Academy councillors from the Academy who have not previously been involved), or a Trustee (or committee of Trustees). The Investigating Officer and or HR support and or the headteacher (or delegated staff as appropriate) and or Academy Councillors who conducted the disciplinary hearing may also be present.

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

Following the appeal hearing we may:

confirm the original decision;

revoke the original decision; or

substitute a different lesser penalty.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

### **13. Gross misconduct**

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

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

The following are examples of matters that are normally regarded as gross misconduct:

Deliberate falsification of any document including documents relating to the right to work, DBS, your qualifications or your qualified teacher status;

stealing, theft, dishonesty or fraud;

fighting, physical violence or bullying (actual or threatened);

bullying, abusive or threatening behaviour;

deliberate and serious damage to property;

deliberate and serious misuse of the organisation's property or name;

deliberately accessing internet sites containing pornographic, offensive or obscene material during work time or using equipment which belongs to the Trust;

deliberate accessing any internet sites which contains child pornography;

serious insubordination;

unlawful discrimination or harassment;

bringing the organisation into serious disrepute;

serious incapability at work brought on by alcohol or illegal drugs, subject to the Trust's substance misuse policy (see section 4.3 below);

causing loss, damage or injury through serious negligence;

a serious breach of health and safety rules;

a serious breach of confidence;

serious wilful neglect of duty;

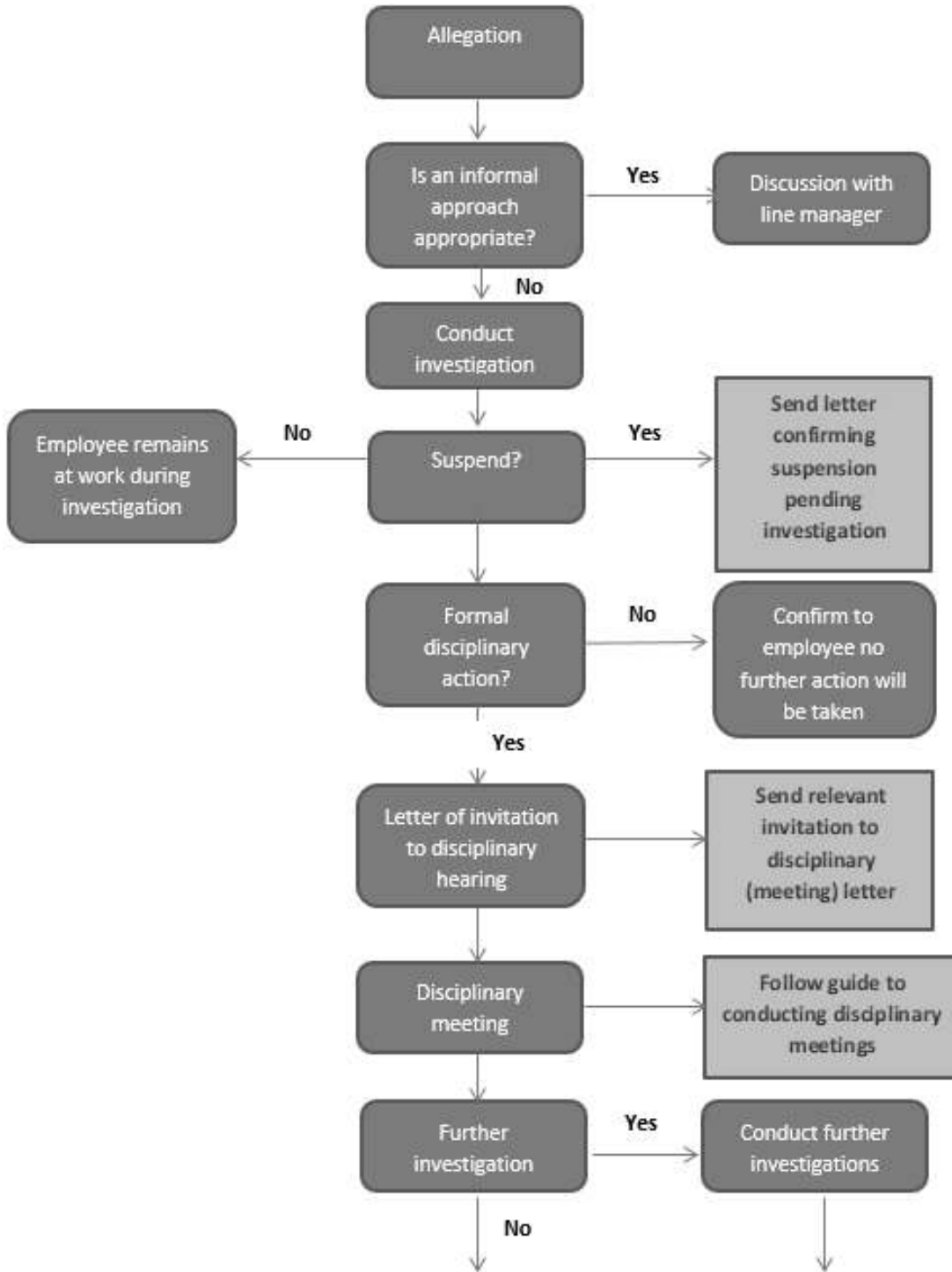
placing students at risk of harm;

improper disclosure of confidential information;

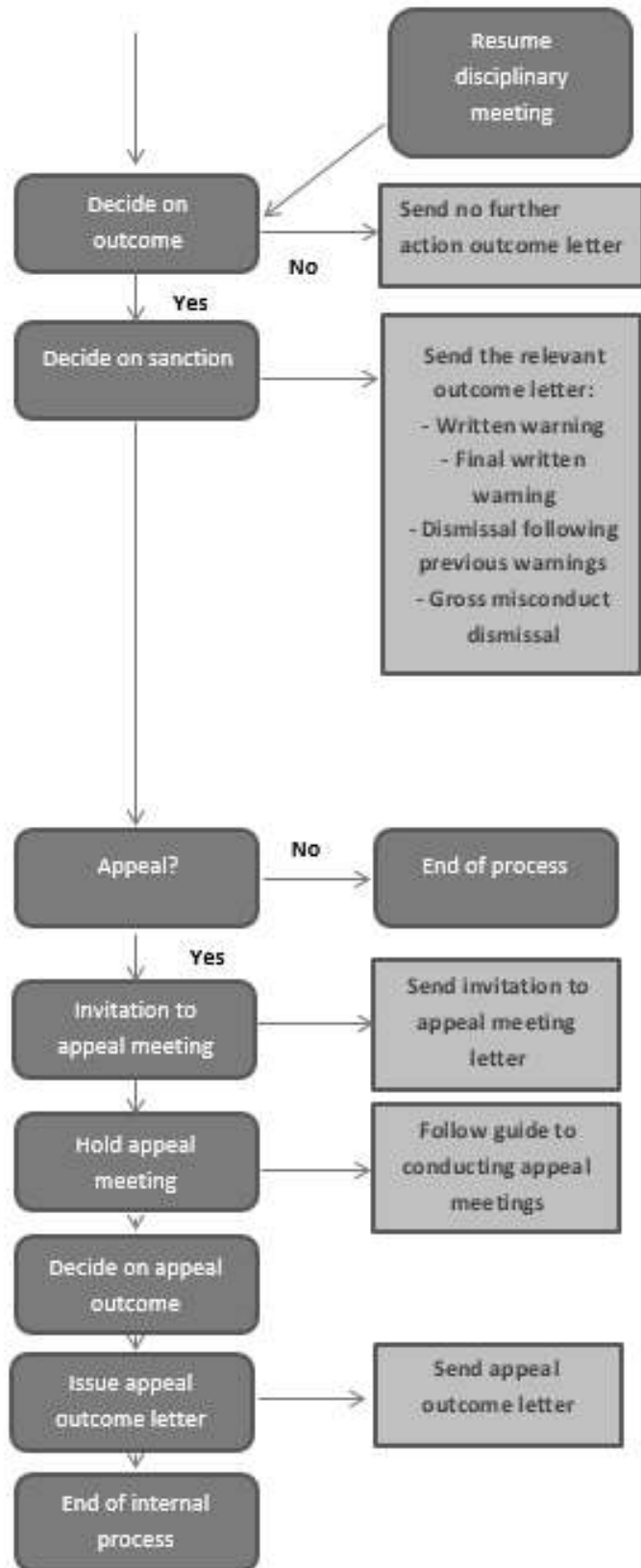
knowingly aiding and abetting a disciplinary offence by a colleague;  
serious professional misconduct;  
making false or malicious statements about other employees Academy Councillors or trustees; and  
smoking on academy premises.

This list is intended as a guide and is not exhaustive.

## Disciplinary Procedure Flowchart







## **2.8. Managing Allegations Against Staff**

### **1. About this procedure**

This policy covers the process for dealing with allegations that meet the harms threshold, which are allegations where it is alleged that anyone working in the school, including supply teachers, volunteers and contractors, has:

Behaved in a way that has harmed a child, or may have harmed a child.

Possibly committed a criminal offence against or related to a child.

Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

Behaved or may have behaved in a way that indicates they may not be suitable to work with children, including transferable risk, i.e. behaviour that may have happened outside of school that might make the individual unsuitable to work with children.

Low-level concerns will not be viewed as insignificant, but as any concerns that do not meet the harms threshold set out above. A low-level concern is any concern that an adult working in or on behalf of the school may have acted in a way that:

Is inconsistent with the Staff Code of Conduct, including inappropriate conduct outside of work.

Does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LA designated officer (LADO).

If the school has any doubt as to whether information which has been shared about a member of staff is a low-level concern, or whether it meets the harm threshold, the LADO's must be consulted.

This policy covers allegations against those working in or on behalf of the school in a paid or unpaid capacity, including members of staff, supply teachers, volunteers and contractors. It does not apply to agency workers or self-employed contractors.

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

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

### **2. Agency and supply Workers**

The Academy may have to deal with an allegation against an individual not directly employed by them, e.g. supply staff provided by an employment agency, where the Academy's disciplinary procedures do not fully apply because agencies will have their own procedures.

Where this is the case, the Academy will ensure allegations are dealt with properly and will often take the lead on dealing with the allegation as it has access to all of the necessary information. The Academy must not decide to cease to use a supply teacher due to safeguarding concerns without finding out the facts and without liaising with LADO and supply agency to determine a suitable outcome.

### **3. Raising concerns**

Staff must report allegations immediately and without delay as follows:

Allegations regarding another member of staff will be reported to the headteacher;

Allegations regarding the headteacher will be reported to the Chair of Trustees;

Where a pupil makes a disclosure to a member of staff about the behaviour of another member of staff, staff must follow the reporting lines above.

As stated above, if the school has any doubt as to whether information which has been shared is a low-level concern, or whether it meets the harm threshold, the LADO's must be consulted.

Once an allegation has been made, a case manager will be assigned to lead the investigation. The case manager will be the headteacher or, where the headteacher is the subject of an allegation, a Trustee.

### **4. Initial fact finding**

Before contacting the LADO, the case manager will conduct a basic enquiry to establish the facts to help them determine whether there is any foundation to the allegation. During this basic enquiry, the case

manager will ensure they collect any information that will be required by the LADO and will be careful not to jeopardise any potential future police investigation.

Once the case manager has conducted the basic enquiry, they will contact the LADO. The case manager and LADO will discuss the nature, content and context of the allegation and decide if:

No further action is needed.

A strategy discussion should take place.

There should be involvement from the police and/or children services.

Where the initial assessment leads to no further action, the case manager and LADO will record the decision and justification for it; and agree on what information should be put in writing to the individual concerned and by whom.

## **5. Joint Strategy Discussion**

If there is cause to suspect a child is suffering, or is likely to suffer, significant harm, a strategy discussion involving the LADO, police and/or children services will be convened.

Strategy discussions will take place in line with the 'Working Together to Safeguarding Children' statutory guidance.

The strategy meeting will be used to:

Share available information.

Agree the conduct and timing of any criminal investigation.

Decide whether enquires under section 47 of the Children Act 1989 must be undertaken.

## **6. Formal Investigation**

Where it is clear than an investigation by the police or children services is unnecessary, or the strategy discussion or initial assessment decides that this is the case, the LADO will discuss the next steps with the case manager.

The LADO and case manager will discuss how the internal investigation will be undertaken and who should conduct the investigation. In most cases, the investigation will be undertaken by a senior member of staff at the Academy. Where there is a lack of appropriate resources within the Academy to conduct the investigation, or the nature or complexity of the allegation requires it, the allegation may be conducted by an independent investigator.

The case manager will monitor the progress of the investigation to ensure that it is dealt with thoroughly, fairly and as quickly as possible. The first review will usually take place no later than four weeks after the initial assessment where possible. Dates of subsequent reviews will be set at the review meeting if the investigation continues and will be conducted normally at fortnightly intervals.

## **7. Informing the individual accused**

The decision of when to inform the individual accused, will be considered carefully on a case-by-case basis, considering guidance from the LADO as required and children services and the police if involved.

The individual subject to an allegation should be informed of the allegation as soon as practicable and given as much information as possible, unless there are good reasons not to.

In cases where the allegation needs to be reported to children services and/or the police, the case manager will seek advice from the LADO, children services and the police as appropriate regarding what information can be shared and when.

## **8. Confidentiality**

The case manager and LADO will discuss what information will be shared and with whom and when, alongside which actions will be taken to manage any possible breaches of confidentiality or press interest.

Reporting restrictions under the Education Act 2002 will be observed. Information regarding an allegation will only be shared with necessary parties on a need to know basis. Every effort will be made to protect the privacy of all parties involved in an allegation. Confidentiality will also be maintained to ensure a fair investigation can be undertaken.

All parties involved in an allegation will be made aware of the requirement to maintain confidentiality and guard against unwanted publicity about any allegations made against teachers whilst investigations are in progress.

In circumstances where the school needs to make parents aware about an allegation, it will ensure parents and others are aware that there are restrictions on publishing information.

Breaches in confidentiality will be taken seriously and may warrant a separate investigation.

The Academy will not provide the media with any information regarding an allegation and immediate advice will be taken from the Trust.

## 9. Consideration of suspension

The case manager will carefully consider whether the circumstances warrant suspension from work until the allegation is resolved. Suspension is a neutral act and will only be considered only in cases where there is cause to suspect a pupil or other pupil at the school is/are at risk of harm, or the case is so serious that it might be grounds for dismissal, or the investigation may be prejudiced or inappropriately affected by the individual remaining at work.

The case manager will seek advice from the school's HR provider and the LADO, as well as the police and children services where they have been involved. The following options will be considered by the case manager before suspending a member of staff:

Redeploying the member of staff to a different role, so that they do not have direct contact with the pupil or pupils concerned;

Providing an assistant to be present when the individual has contact with pupils;

Redeploying the member of staff to alternative work in the school so the individual does not have unsupervised access to pupils;

Moving the pupil or pupils to classes where they will not come into contact with the member of staff – this decision will only be made if it is in the best interests of the pupil or pupils involved and takes account of their views;

Temporarily redeploying the member of staff to another role in a different location, e.g. to an alternative academy within the Trust, where available.

If suspension is considered necessary, the case manager will record the rationale and justification for this decision, alongside the alternatives to suspension that were considered and why they were rejected and considered unsuitable.

## 10. Final outcome

The following definitions will be used when determining the outcome of an allegation:

**Substantiated:** There is sufficient evidence to prove the allegation

**Malicious:** There is sufficient evidence to disprove the allegation and there has been a deliberate act to deceive or cause harm to the person subject of the allegation

**False:** There is sufficient evidence to disprove the allegation

**Unsubstantiated:** There is insufficient evidence to either prove or disprove the allegation

**Unfounded:** There is no evidence or proper basis which supports the allegation being made

If an allegation is found to be **substantiated** and the member of staff is dismissed, resigns or otherwise ceases to provide their services to the Academy, or the Academy ceases to use the person's services, the Academy has a legal duty to make a referral to the DBS. For members of teaching staff at the school, the case manager will consider whether to refer the matter to the TRA to consider prohibiting the individual from teaching. The school will also make a referral to the DBS where it is considered an individual has engaged in conduct that harmed, or is likely to harm, a child, or if they otherwise pose a risk of harm to a child.

If an allegation is determined to be **unsubstantiated, unfounded, false** or **malicious**, the LADO and the case manager will consider whether the pupil and/or the person who has made the allegation is in need of

help or may have been abused by someone else and this is a cry for help. If this is the case, the Designated Safeguarding Lead will decide whether a referral to children services needs to be made.

If a report is shown to be deliberately invented or malicious, the school will consider whether any disciplinary action is appropriate against the individual who made it, in line with the Disciplinary Policy and Procedure (for staff reporters) or Behaviour Policy (for pupil reporters).

Following an allegation concluded to be either unfounded, false, malicious or unsubstantiated, the case manager, in liaison with the LADO if they were involved, will consider the facts and determine whether any lessons can be learnt and if improvements can be made to the Academy's procedures.

Some allegations may result in a criminal investigation taking place. The police will inform the school and the LADO when a criminal investigation and any subsequent trial is complete; or it is decided to close an investigation without charge; or it is decided not to continue to prosecute after the person has been charged.

## **11. Record keeping**

Any details of allegations that are found to be malicious or false will be removed from the staff member's personnel record, unless they give their consent for the information to be retained.

For all other allegations, the following information will be kept on the staff member's personnel file:

A clear and comprehensive summary of the allegation;

Details of how the allegation was followed up and resolved;

Details of any action taken, decisions reached and the outcome;

A copy provided to the person concerned, where agreed by children services or the police;

A declaration on whether the information will be referred to in any future reference.

The Academy will retain records which contain information about allegations of sexual abuse for the Independent Inquiry into Child Sexual Abuse (IICSA), for the term of the enquiry. All other records will be retained until the staff member subject to the allegation has reached normal pension age or for a period of 10 years from the date of the allegation, whichever is longer.

All records will be managed in line with the school's Data Protection Policy.

## **12. Resignations and settlement agreements**

If the member of staff leaves, resigns or ceases to provide their services during an investigation, the Academy will not stop the investigation and will ensure its completion.

The staff member subject to the allegation will be given a full opportunity to answer the allegation and make representations about it. The process of recording the allegation and supporting evidence and reaching a judgement on the allegation will continue even if the member of staff does not cooperate. The member of staff concerned will be notified of the conclusion of the allegation and sanctions that may be posed.

The Academy will not use settlement agreements (a legal document which settles any and all claims normally in consideration of a financial payment) where there are allegations that indicate a person is a risk or poses a risk of harm to children or is deemed not suitable to work with children. Where a settlement agreement is used, this will not prevent the school from:

Fulfilling its legal duty to refer cases to the DBS where the referral criteria are met.

Providing a fair, accurate and truthful reference that is not misleading to potential employers when requested.

Considering whether to make a referral to the Teaching Regulation Agency (TRA) where the criteria are met.

## **13. References**

The Academy will ensure that any information provided confirms whether they are satisfied with the applicant's suitability to work with children, and only provide the facts of any substantiated safeguarding concerns or allegations that meet the harm threshold within any employment references.

## **2.9. Grievance Procedure**

### **1. About this procedure**

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

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

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

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

### **2. Raising a grievance**

Issues that could cause grievances may include:

terms and conditions of employment;

health and safety;

work relations;

bullying and harassment;

new working practices;

working environment at your Academy;

organisational change; and

discrimination.

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

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

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

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

### **3. Raising Grievances Informally**

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

### **4. Formal Written Grievances**

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

The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved, witnesses and the resolution you are seeking. In

some situations we may ask you to provide further information in writing. If you have any documentary evidence relevant to your grievance please provide copies of this along with your formal written grievance.

## **5. Investigation**

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

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

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

## **6. Right to be accompanied**

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

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

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

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

We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

## **7. Grievance meetings**

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

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

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

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

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

## **8. Appeals**

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

We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior individual who has not previously been involved in the case (although they may ask anyone previously involved to be present). In some cases this may be dealt with

by an Academy Councillor or committee of Academy Councillors (this may be from a different school) or a Trustee or committee of Trustees. You have a right to bring a companion to the appeal hearing.

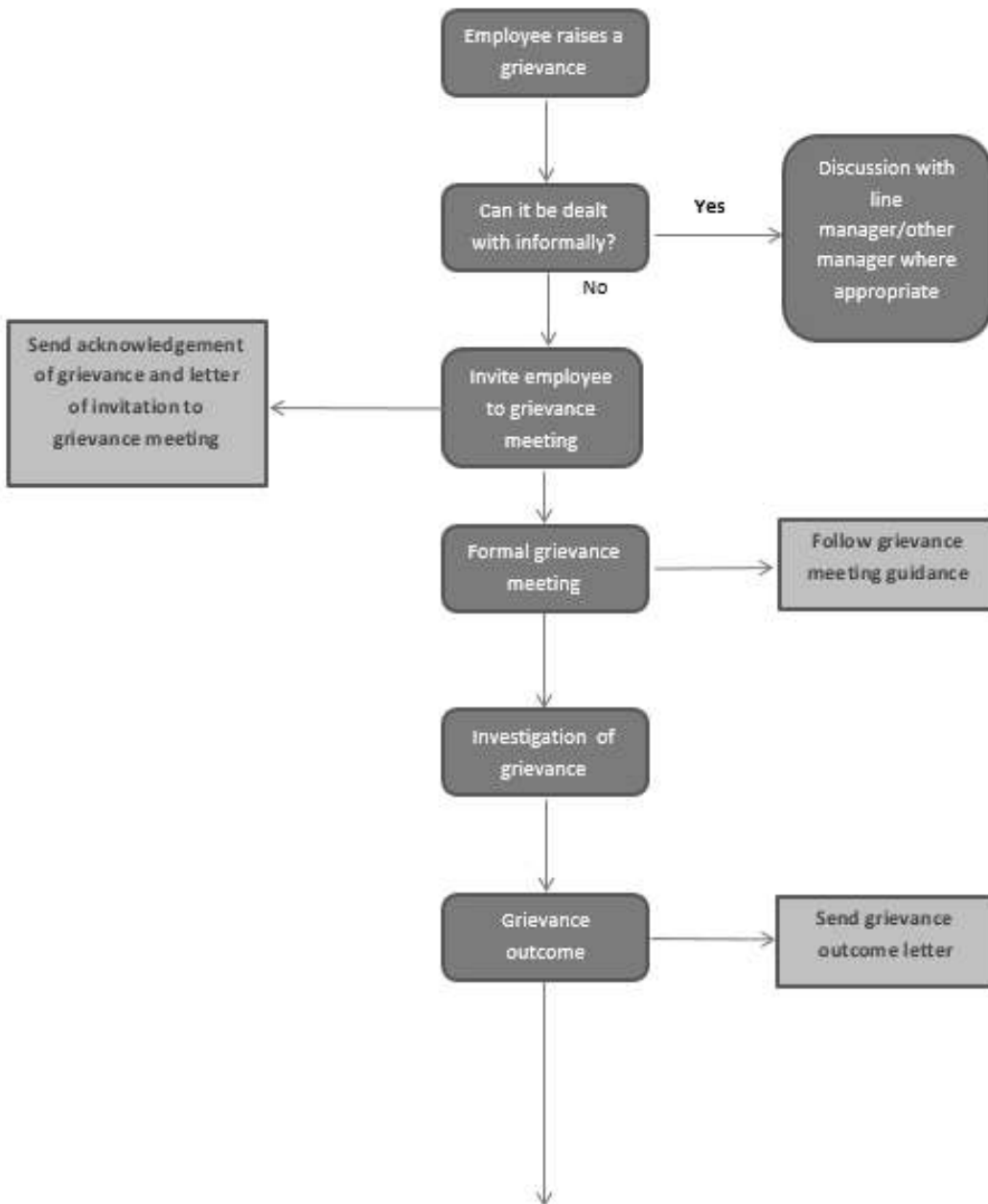
We will confirm our final decision on the outcome of your appeal in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

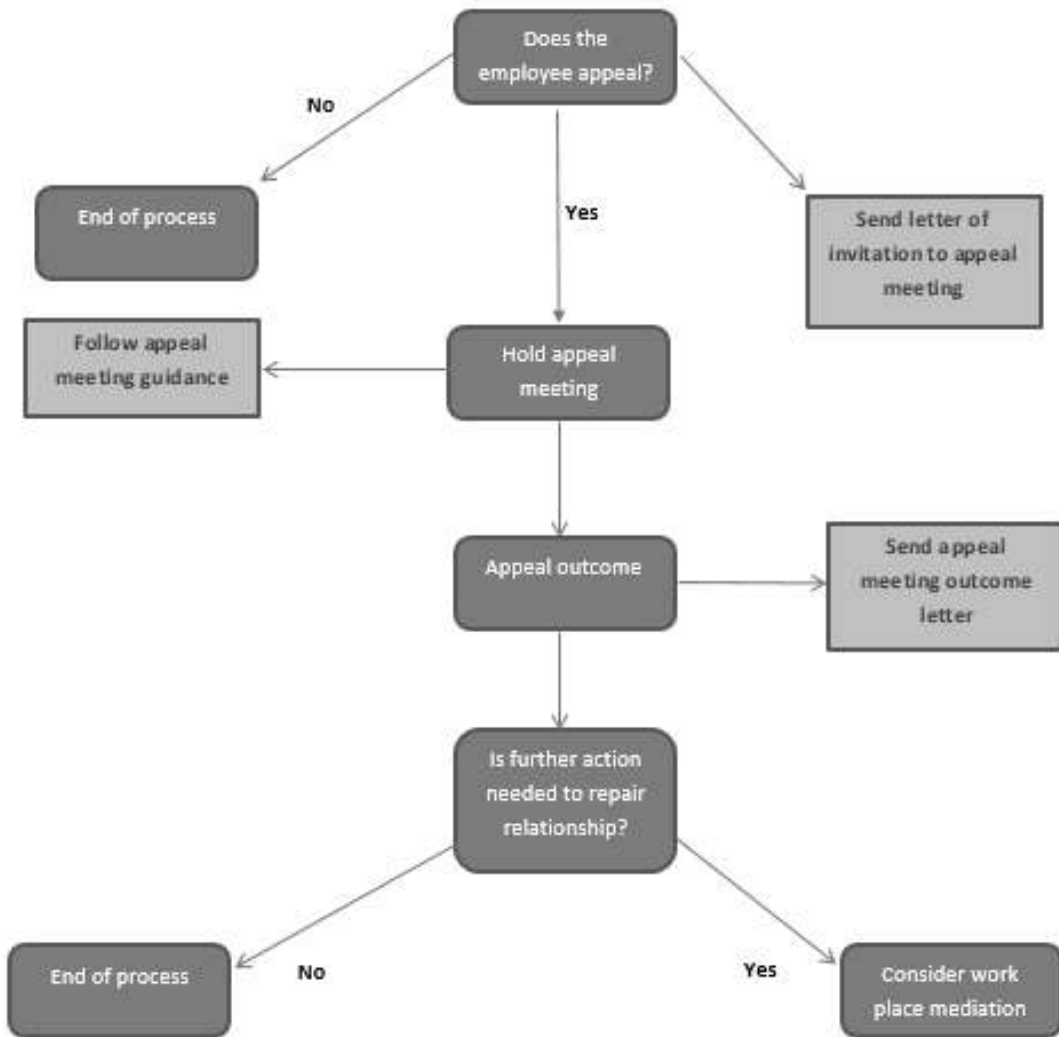
9. **Contacts**

<b>Chief Operating Officer</b>	Awaiting Appointment
<b>CEO</b>	Canon Richard Noake
<b>Chair of the Trust</b>	Peter Foskett



## Grievance Procedure Flowchart





## 2.10. Capability / Performance Management Procedure

1. About this procedure
  - 1.1. The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. Please note that there is a separate policy which specifically relates to pay and appraisal decisions.
  - 1.2. It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken. The main purpose of the capability procedure is to encourage employees, whose work performance is unsatisfactory, to improve.
  - 1.3. This policy does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases reference should be made to the appropriate policy or procedure in the Staff Handbook.
  - 1.4. This procedure applies to all employees (including teaching and non-teaching staff) and including Headteachers and members of the senior leadership team. It does not apply to agency workers or self-employed contractors.
  - 1.5. This procedure does not form part of any employee's contract of employment.
  - 1.6. The Trust has overall responsibility for this policy, including keeping it under review.
2. Identifying performance issues
  - 2.1. The Trust aims to ensure that all employees understand what is expected of them in terms of performance. Performance will be monitored and supported via appropriate supervision meetings and through the annual performance management process.
  - 2.2. In the first instance, any performance issues should normally be dealt with informally between you and your manager as part of day-to-day management, which will include consideration of any support or additional training requirements. A note of any such informal discussions may be placed on your personnel file to document what has been agreed (for example, as a performance improvement plan) but will be ignored for the purposes of any future capability hearings.
  - 2.3. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion or discussions has not resulted in a satisfactory improvement. Informal discussions may help:
    - 2.3.1. clarify the required standards;
    - 2.3.2. identify areas of concern;
    - 2.3.3. establish the likely causes of poor performance and identify any training needs; and/or
    - 2.3.4. set targets for improvement and a time-scale for review.
  - 2.4. Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
  - 2.5. If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work, any data (for example student data, marking, coursework) and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.
3. Disabilities
  - 3.1. Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working

arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

- 3.2. If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your manager or your Headteacher.

#### 4. Confidentiality

- 4.1. Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.
- 4.2. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 4.3. You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential (for example occasions where the witness may be deemed to be vulnerable, or where there is a fear of retaliation)..

#### 5. Notification of a capability hearing

- 5.1. If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a formal meeting. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
  - 5.1.1. A summary of relevant information gathered as part of any investigation.
  - 5.1.2. A copy of any relevant documents which will be used at the capability hearing.
  - 5.1.3. A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 5.2. We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually seven days, to prepare your case based on the information we have given you.

#### 6. Right to be accompanied at hearings

- 6.1. You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.
- 6.2. A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 6.3. If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days we may require you to choose someone else.
- 6.4. We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

#### 7. Procedure at capability hearings

- 7.1. If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason, or are persistently unable to do so (for example, for health

reasons), we may have to take a decision based on the available evidence including any written representations you have made.

- 7.2. The hearing will normally be held by your manager, your Headteacher, or where matters relate to the Headteacher or where the Headteacher may be deemed to have a potential conflict of interest, then Academy Councillors, and will normally be supported by HR. You may bring a companion with you to the hearing (see paragraph 6). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
  - 7.3. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise. Witnesses may be called by either party and it is the responsibility of those calling witnesses to make clear what evidence the witness will bring to the matter so that appropriate and relevant questions may be asked. In exceptional circumstances specific arrangements may be made, such as agreeing questions in advance if the matter is highly sensitive.
  - 7.4. The aims of a capability hearing will usually include:
    - 7.4.1. Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
    - 7.4.2. Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
    - 7.4.3. Discussing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
    - 7.4.4. Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
    - 7.4.5. Where appropriate, discussing targets for improvement and a time-scale for review.
    - 7.4.6. If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable timeframe (assessed on a case by case basis) and whether there is any practical alternative to dismissal, such as redeployment.
  - 7.5. A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
  - 7.6. We will inform you in writing of our decision and our reasons for it, usually within one week of the capability hearing. Where possible we will also explain this information to you in person.
8. Stage 1 capability hearing: first written warning
- 8.1. Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we may issue a first written warning, setting out:
    - 8.1.1. The areas in which you have not met the required performance standards.
    - 8.1.2. Targets for improvement.
    - 8.1.3. Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
    - 8.1.4. A reasonable period for review which is not open ended, which shall be assessed on a case by case basis.

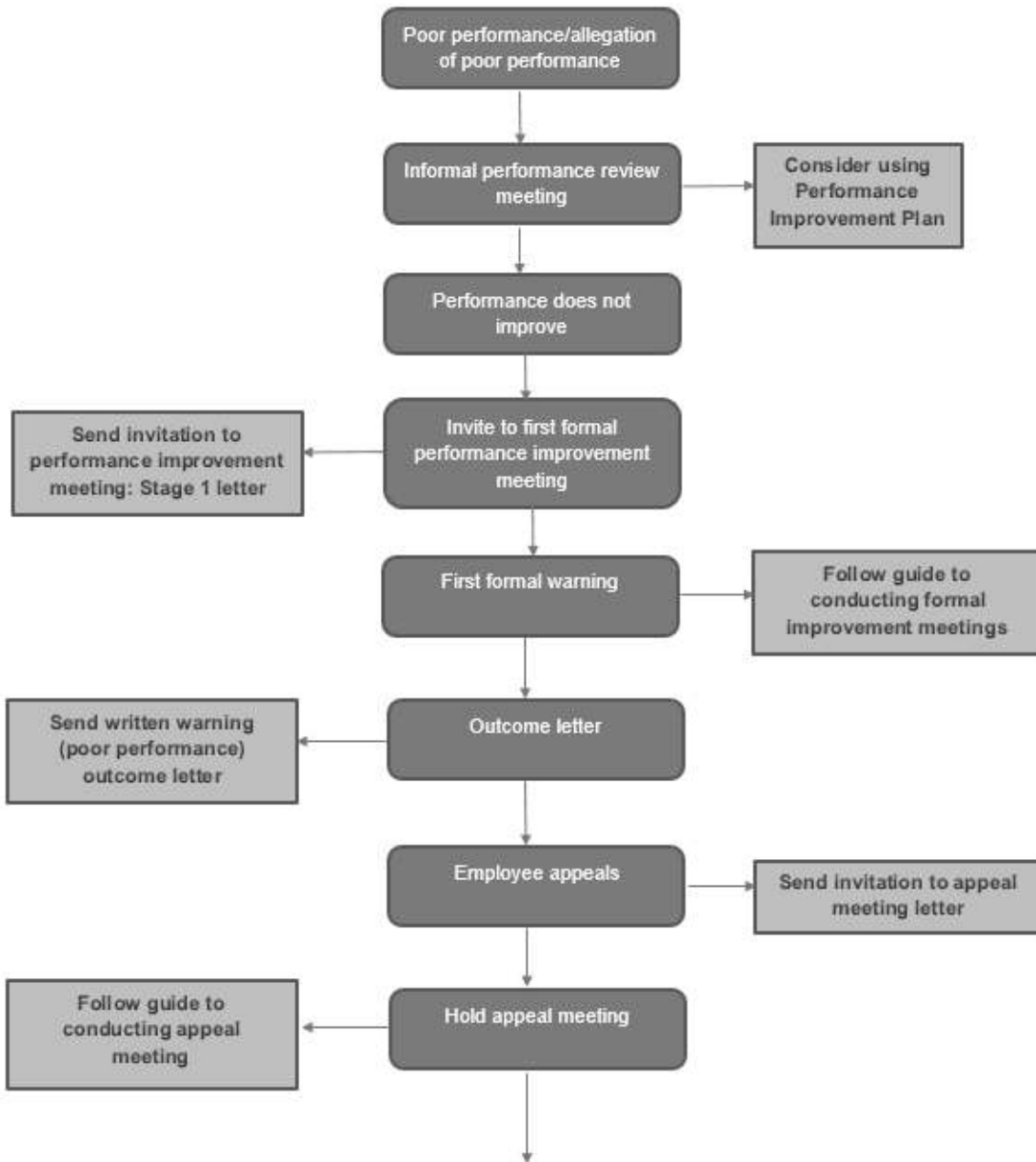
- 8.1.5. The consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 8.2. The first written warning will normally remain active for between 6 months and 12 months, judged on a case by case basis. After the active period the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.
- 8.3. Your performance will be monitored during the review period and we will write to inform you of the outcome:
  - 8.3.1. if the Trust is satisfied with your performance, no further action will be taken;
  - 8.3.2. if the Trust is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
  - 8.3.3. if the Trust feels that there has been a substantial but insufficient improvement, the review period may be extended by a reasonable timeframe (but shall not become open ended).
- 9. Stage 2 capability hearing: final written warning
  - 9.1. If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. If so, we will send you written notification as set out in paragraph 5.
  - 9.2. Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we may issue a final written warning, setting out:
    - 9.2.1. the areas in which you have not met the required performance standards;
    - 9.2.2. targets for improvement;
    - 9.2.3. any measures, such as additional training or supervision, which will be taken with a view to improving performance;
    - 9.2.4. A reasonable period for review which is not open ended, which shall be assessed on a case by case basis; and
    - 9.2.5. the consequences of failing to improve within the review period, or of further unsatisfactory performance.
  - 9.3. A final written warning will normally remain active for 12 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.
  - 9.4. Your performance will be monitored during the review period and we will write to inform you of the outcome:
    - 9.4.1. if the Trust is satisfied with your performance, no further action will be taken;
    - 9.4.2. if the Trust is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
    - 9.4.3. if the Trust feels that there has been a substantial but insufficient improvement, the review period may be extended by a reasonable timeframe (but shall not become open ended).
- 10. Stage 3 capability hearing: dismissal or redeployment
  - 10.1. We may decide to hold a Stage 3 capability hearing if we have reason to believe:
    - 10.1.1. your performance has not improved sufficiently within the review period set out in a final written warning;
    - 10.1.2. your performance is unsatisfactory while a final written warning is still active; or
    - 10.1.3. your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

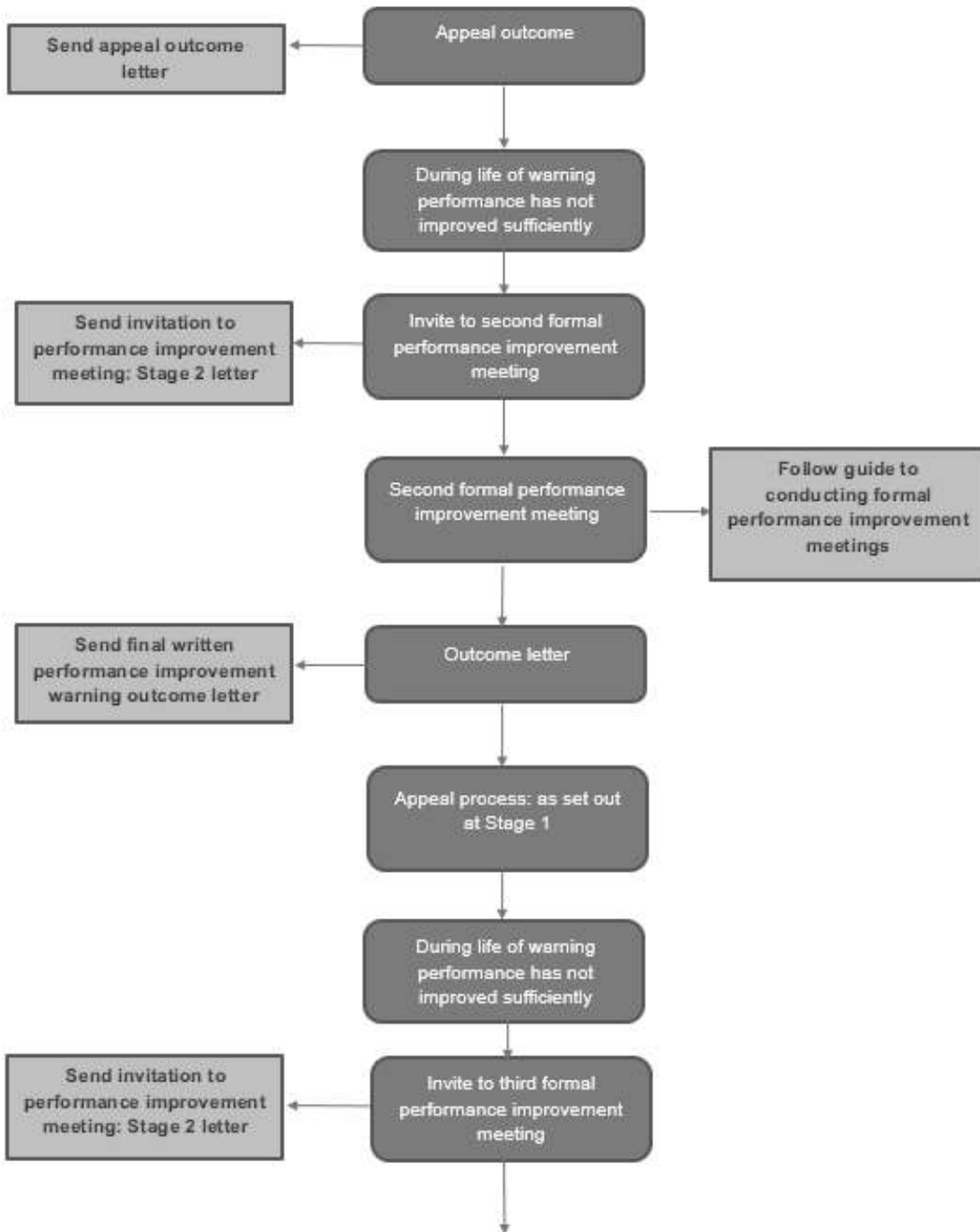
- 10.2. We will send you written notification of the hearing as set out in paragraph 5 above. Any stage 3 hearing will be conducted by the Academy Councillors or the Headteacher and you shall be given reasonable written notice of the hearing which shall usually be no less than 7 days.
  - 10.3. Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
    - 10.3.1. Dismissing you.
    - 10.3.2. Redeploying you into another suitable job at the same or if appropriate a lower grade.
    - 10.3.3. Extending an active final written warning by a reasonable period (which shall not be open ended) and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
    - 10.3.4. Giving a final written warning (where no final written warning is currently active).
  - 10.4. Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.
11. Appeals against action for poor performance
- 11.1. If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the Trust within one week of the date on which you were informed in writing of the decision.
  - 11.2. If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
  - 11.3. If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
  - 11.4. We will give you written notice of the date, time and place of the appeal hearing. This will normally be seven days after you receive the written notice.
  - 11.5. The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with impartially.
  - 11.6. The appeal hearing will be conducted by a more senior manager who has not been previously involved in the case or where appropriate a committee of Academy Councillors (who have not previously been involved in the case) from the Academy, or from a different Academy in the Trust (where there are not sufficient Academy councillors from the Academy who have not previously been involved). The manager, Headteacher or Academy Councillors who conducted the capability hearing will also usually be present, as well as HR support. You may bring a companion with you to the appeal hearing (see paragraph 6).
  - 11.7. A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
  - 11.8. Following the appeal hearing we may:
    - 11.8.1. confirm the original decision;
    - 11.8.2. revoke the original decision; or
    - 11.8.3. substitute a different lesser penalty.

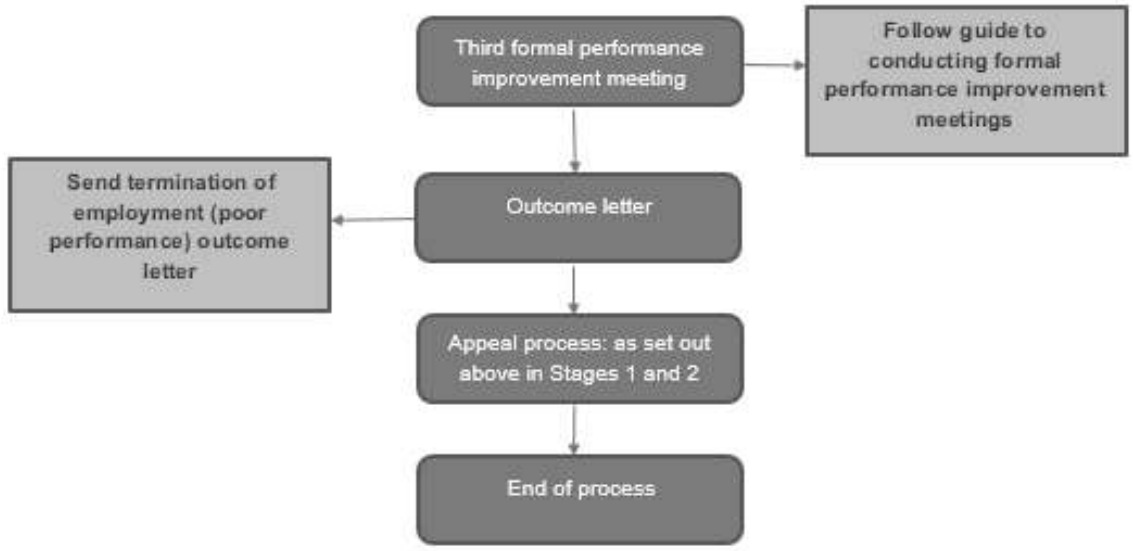
- 11.9. We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.



## Capability / Performance Management Procedure Flowchart







## **2.11. Anti-harassment and Bullying Policy**

### **10. About this policy**

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

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

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

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

### **11. What is harassment?**

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

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

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

Harassment may include, for example:

unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;

unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);

sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);

racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender (unless it forms part of a lesson or class and has been approved by the Head of Department or Headteacher in which case such remarks should not be repeated openly outside of the lesson);

outing or threatening to out someone as gay or lesbian;

offensive e-mails, text messages or social media content;

mocking, mimicking or belittling a person's disability.

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

### **12. What is bullying?**

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

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

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

### **13. If you are being harassed or bullied**

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your manager or Headteacher, who can provide confidential advice and assistance in resolving the issue formally or informally.

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

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any on-going relationship between you and the person accused during the investigation.

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

### **14. Protection and support for those involved**

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

### **15. Record-keeping**

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy and in accordance with the Data Protection Act 2018.

## **2.12. Anti-facilitation of Tax Evasion Policy**

### **1. Policy statement**

- 1.1. It is our policy to conduct all business in our academies and the Trust in an honest and ethical manner. We take a zero-tolerance approach to facilitation of tax evasion, whether under UK law or under the law of any foreign country.
- 1.2. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter tax evasion facilitation.
- 1.3. We will uphold all laws relevant to countering tax evasion, including the Criminal Finances Act 2017.

### **2. About this policy**

- 2.1. The purpose of this policy is to:
  - 2.1.1. set out our responsibilities, and of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and
  - 2.1.2. provide information and guidance to those working for us on how to recognise and avoid tax evasion.
- 2.2. As an employer, if we fail to prevent our employees, workers, agents or service providers facilitating tax evasion, we can face criminal sanctions including an unlimited fine, as well as exclusion from tendering for public contracts and damage to our reputation. We therefore take our legal responsibilities seriously.
- 2.3. In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, pupils, parents, suppliers, external contractors, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.
- 2.4. This policy does not form part of any employee's contract of employment.

### **3. Who must comply with this policy?**

- 3.1. This policy applies to all persons working for us at the Trust or at any Academy within the Trust, and all persons working on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

### **4. Who is responsible for the policy?**

- 4.1. The Trust has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 4.2. The Whistleblowing Officer and CEO have primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in preventing the facilitation of tax evasion. Contact details of the Whistleblowing Officer and CEO are set out below.
- 4.3. Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.
- 4.4. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Whistleblowing Officer or CEO.

## **5. What is tax evasion facilitation?**

5.1. For the purposes of this policy:

5.1.1. Tax evasion means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action, or omission with dishonest intent;

5.1.2. Foreign tax evasion means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action, or omission with dishonest intent; and

5.1.3. Tax evasion facilitation means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence, where it is done deliberately and dishonestly.

5.2. Under the Criminal Finances Act 2017, a separate criminal offence is automatically committed by a corporate entity or partnership where the tax evasion is facilitated by a person acting in the capacity of an "associated person" to that body. For the offence to be made out, the associated person must deliberately and dishonestly take action to facilitate the tax evasion by the taxpayer. If the associated person accidentally, ignorantly, or negligently facilitates the tax evasion, then the corporate offence will not have been committed. The Trust does not have to have deliberately or dishonestly facilitated the tax evasion itself; the fact that the associated person has done so creates the liability for the Trust.

5.3. Tax evasion is not the same as tax avoidance or tax planning. Tax evasion involves deliberate and dishonest conduct. Tax avoidance is not illegal and involves taking steps, within the law, to minimise tax payable (or maximise tax reliefs).

5.4. In this policy, all references to tax include national insurance contributions.

## **6. What you must not do**

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

6.1.1. engage in any form of facilitating tax evasion or foreign tax evasion;

6.1.2. aid, abet, counsel or procure the commission of a tax evasion offence or foreign tax evasion offence by another person;

6.1.3. fail to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, in accordance with this policy;

6.1.4. engage in any other activity that might lead to a breach of this policy; or

6.1.5. threaten or retaliate against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence or who has raised concerns under this policy.

## **7. Your responsibilities**

7.1. You must ensure that you read, understand and comply with this policy.

7.2. The prevention, detection and reporting of tax evasion and foreign tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

7.3. You must notify your Headteacher or the Whistleblowing Officer or the CEO (contact details below) as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if an employee or consultant or supplier

asks to be paid into an offshore bank account, without good reason, or a supplier asks to be paid in cash, indicating that this will mean the payment is not subject to VAT. Further "red flags" that may indicate potential tax evasion are set out below.

## **8. How to raise a concern**

- 8.1. You are encouraged to raise concerns about any issue or suspicion of tax evasion or foreign tax evasion at the earliest possible stage.
- 8.2. If you become aware of any fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person in the course of your work, or you are asked to assist another person in their fraudulent evasion of tax (whether directly or indirectly), or if you believe or suspect that any fraudulent evasion of tax has occurred or may occur, whether in respect to UK tax or tax in a foreign country, you must notify your Headteacher or the Whistleblowing Officer or the CEO or report it in accordance with our Whistleblowing Policy as soon as possible.
- 8.3. If you are unsure about whether a particular act constitutes tax evasion or foreign tax evasion, raise it with your Headteacher or the Whistleblowing Officer or the CEO as soon as possible. You should note that the corporate offence is only committed where you deliberately and dishonestly take action to facilitate the tax evasion or foreign tax evasion. If you do not take any such action, then the offence will not be made out. However, a deliberate failure to report suspected tax evasion or foreign tax evasion, or "turning a blind eye" to suspicious activity could amount to criminal facilitation of tax evasion.

## **9. Protection**

- 9.1. Individuals who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 9.2. We are committed to ensuring no one suffers any detrimental treatment as a result of:
  - 9.2.1. refusing to take part in, be concerned in, or facilitate tax evasion or foreign tax evasion by another person;
  - 9.2.2. refusing to aid, abet, counsel or procure the commission of a tax evasion offence or a foreign tax evasion offence by another person; or
  - 9.2.3. reporting in good faith their suspicion that an actual or potential tax evasion offence or foreign tax evasion offence has taken place, or may take place in the future.
- 9.3. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer or the CEO or the Trust Board immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

## **10. Breaches of this policy**

- 10.1. Any employee who breaches this policy may face disciplinary action, which may result in dismissal for gross misconduct.
- 10.2. We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

## **11. Potential risk scenarios: "red flags"**

- 11.1. The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns related to tax evasion or foreign tax evasion. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your Headteacher or to the Whistleblowing Officer or to the CEO or using the procedure set out in the whistleblowing policy:



- 11.1.1. you become aware, in the course of your work, that a third party has made or intends to make a false statement relating to tax, has failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction), has delivered or intends to deliver a false document relating to tax, or has set up or intends to set up a structure to try to hide income, gains or assets from a tax authority;
- 11.1.2. you become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- 11.1.3. 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;
- 11.1.4. you become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- 11.1.5. a supplier or other subcontractor is paid gross when they should have been paid net;
- 11.1.6. a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 11.1.7. a third party to whom we have provided services requests that their invoice is addressed to a different entity, where we did not provide services to such entity directly;
- 11.1.8. a third party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;
- 11.1.9. you receive an invoice from a third party that appears to be non-standard or customised;
- 11.1.10. a third party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
- 11.1.11. you notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided;
- 11.1.12. 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 us.

## 12. Contacts

<b>Whistle Blowing Officer</b>	Peter Foskett
<b>CEO</b>	Canon Richard Noake

## **2.13. Anti-corruption and Bribery Policy**

### **1. About this policy**

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

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

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

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

### **2. Who must comply with this policy?**

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

### **3. What is bribery?**

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

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

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

Specifically, you must not:

give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;

accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.

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

### **4. Gifts and hospitality**

This Trust does not prohibit the giving or accepting of reasonable and appropriate gifts or hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services, in accordance with the Gifts and Hospitality Policy – found at section 2.3 of this handbook.

### **5. How to raise a concern**

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

## **2.14. IT and Communications Systems Policy**

### **1. About this policy**

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

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

Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

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

### **2. Equipment security and passwords**

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

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

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

### **3. Systems and data security**

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

You must not download or install software from external sources without authorisation from your Headteacher or the Trust. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.

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

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

Inform your manager or the Headteacher immediately if you suspect your computer or any Academy computer or IT equipment may have a virus.

### **4. E-mail**

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

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

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

You should not:

send or forward private e-mails at work which you would not want a third party to read;

send or forward chain mail, junk mail, cartoons, jokes or gossip;

contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or

send messages from another person's e-mail address (unless authorised) or under an assumed name.

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

## **5. Using the internet**

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

You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy. Occasionally legitimate websites are hacked and someone following a legitimate link may be redirected to inappropriate content – in which case employees should immediately advise the Headteacher or appropriate IT colleague in writing as soon as the incident occurs.

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

## **6. Personal use of our systems**

We permit the incidental use of our systems to browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

Personal use must meet the following conditions:

it must be minimal and take place outside of normal working hours (that is, during your lunch break, and before or after work);

personal e-mails should be labelled "personal" in the subject header;

it must not affect your work or interfere with the of the Trust or the Academy where you work;

it must not commit us to any marginal costs; and

it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

## **7. Monitoring**

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

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

to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;

to find lost messages or to retrieve messages lost due to computer failure;

to assist in the investigation of alleged wrongdoing; or

to comply with any legal obligation.

## **8. Prohibited use of our systems**

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

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

pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);

offensive, obscene, or criminal material or material which is liable to cause embarrassment to us;  
a false and defamatory statement about any person or organisation;  
material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);  
confidential information about us or any of our pupils, parents, Academy Councillors, trustees, staff or suppliers (except as authorised in the proper performance of your duties);  
unauthorised software;  
any other statement which is likely to create any criminal or civil liability (for you or us); or  
music or video files or other material in breach of copyright.

## **2.15. Social Media Policy**

### **1. About this policy**

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

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

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

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

### **2. Prohibited use**

You must not:

access social media sites for personal use via Academy information systems or using Academy equipment (unless you have obtained prior written consent from the Headteacher);

place inappropriate photographs or post indecent comments or remarks on any social media site;

make any social media communications that could damage the interests or reputation of the Trust, even indirectly;

use social media to defame or disparage us, our pupils, parents, staff or any third party;

post any photograph of any current pupil (unless you have obtained prior written consent from the Headteacher);

use social media to harass, bully or unlawfully discriminate against pupils, parents, staff or third parties;

use social media to make false or misleading statements; or to impersonate colleagues or third parties;

express opinions on our behalf via social media. You may be required to undergo training in order to express such views;

post comments about sensitive Academy-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property;

disclose any information about the Academy or the Trust which is considered confidential;

include our logos or other trademarks in any social media posting or in your profile on any social media.

offer or accept current pupils or ex-pupils as friends on any social media site – personal communication could be considered inappropriate and unprofessional and makes staff very vulnerable to allegations. If you receive any message on any social networking that you believe may be from a pupil or ex-pupil then you must not reply and must report it to the Headteacher immediately.

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

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

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

### **6. Guidelines for responsible use of social media**

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

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

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

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

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

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

Any social media posting must:

be conscientious and loyal to the aims and objectives of the Trust and the Academy where you work; and have regard to, maintain and develop the Church of England character of the School; and

not do anything which is in any way detrimental, prejudicial, or contrary to the interests of the Trust or the Academy where you are principally employed to work.

#### **7. Breach of this policy**

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

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

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

## **2.16. Whistleblowing policy**

### **1. About this policy**

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

The aims of this policy are:

To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.

To provide staff with guidance as to how to raise those concerns.

To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

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

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

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

### **2. Personnel responsible for the policy**

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

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

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

### **3. What is whistleblowing?**

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

criminal activity;

failure to comply with any legal or professional obligation or regulatory requirements;

miscarriages of justice;

danger to health and safety;

damage to the environment;

bribery;

facilitating tax evasion;

financial fraud or mismanagement;

breach of our internal policies and procedures;

conduct likely to damage our reputation or financial wellbeing;

unauthorised disclosure of confidential information;

negligence;

the deliberate concealment of any of the above matters.



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

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

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

#### **4. Raising a whistleblowing concern**

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

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

The Whistleblowing Officer

The CEO

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

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

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

#### **5. Confidentiality**

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

We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistleblowing Officer or one of the other contact points listed in paragraph 0 and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

#### **6. Investigation and outcome**

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

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

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

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

## 7. **If you are not satisfied**

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

If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts in paragraph 0. Alternatively you may contact the chair of the Trust. Contact details are set out at the end of this policy.

## 8. **External disclosures**

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

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

Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as parents, Academy Councillors, volunteers, suppliers or service providers. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact your manager or the Headteacher or one of the other individuals set out in paragraph 0 for guidance.

## 9. **Protection and support for whistleblowers**

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

Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

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

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

## 10. **Contacts**

<b>Whistleblowing Officer</b>	Clerk to the Trust Board
<b>CEO</b>	Canon Richard Noake
<b>Chair of the Trust</b>	Peter Foskett
<b>Protect</b> (Independent whistleblowing charity)	Helpline: 020 3117 2520 E-mail: <a href="mailto:whistle@protect-advice.org.uk">whistle@protect-advice.org.uk</a> Website: <a href="https://protect-advice.org.uk/">https://protect-advice.org.uk/</a>

**Whistleblowing Policy - Appendix 1**  
**Report Form to Be Used for Public Interest Disclosures**

Name of Academy:

<p>Name:          (person making the report - not compulsory but you are encouraged to insert your name to allow a full investigation to take place)</p>	
<p>Person(s) reported (if applicable)</p>	
<p>Concerns reported: (give full details of the background to the concern including names, dates and places; reasons why you are concerned – attach separate sheet if necessary)</p>	
<p>Date:</p>	
<p>Signed:</p>	

## **2.17. Managing Change and Redundancy Policy**

### **1. Policy statement**

It is our intention to manage the Trust in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The methods of working may change and requirements for employees may reduce or change.

Where we are unable to avoid reducing employee numbers we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

This policy applies to all employees but does not apply to agency workers, consultants or self-employed contractors

This policy does not form part of your contract of employment. We will review the policy from time to time to ensure that it continues to reflect our legal obligations and the Trust's organisational and business needs.

### **2. The purpose of the policy**

The purpose of this policy is to ensure that, whenever redundancies may become necessary:

we communicate clearly with all affected employees and ensure that they are treated fairly;

we try to find ways of avoiding compulsory redundancies where possible;

we consult with employees and where necessary, with recognised trade unions or employee representatives; and

any selection for compulsory redundancy is undertaken fairly and reasonably.

### **3. Avoiding compulsory redundancies**

Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate (for example, where there are more than 20 proposed redundancies within a period of 90 days) with recognised trade unions.

Should circumstances arise where redundancy is seen as a possibility, depending on the particular circumstances, we will first consider whether it is appropriate – in any given circumstance – to explore any alternatives to compulsory redundancies such as:

- a) Reviewing the use of agency staff, self-employed contractors and consultants.
- b) Restricting recruitment in affected categories of employee.
- c) Reducing overtime in affected departments (if applicable) to that needed to meet contractual commitments or provide essential services.
- d) Considering the job-sharing or other flexible working arrangements, where these are practicable.
- e) Identifying suitable alternative work that might be offered to potentially redundant employees.

Any measures adopted must not adversely affect the Academy or impact on the provision of teaching and learning.

In appropriate situations the Trust may invite applications for voluntary redundancy. The Trust reserves the right to decide whether or not to accept an employee's expression of interest or application for voluntary redundancy according to the needs of the Academy. If an employee volunteers for redundancy but is not selected, this will not have any bearing on their future employment with the Trust.

### **4. Making compulsory redundancies**

Where we consider that alternatives to redundancy may not be sufficient to avoid redundancies we will enter into consultation with all affected employees on an individual basis. It may also be necessary to

consult on a collective basis where appropriate to meet our legal obligations (for example, where there are more than 20 proposed redundancies within a period of 90 days).

A fair and reasonable redundancy procedure will be followed which will be relevant to the particular circumstances of the proposed redundancy and approved by the Academy Councillors.

Where it is necessary to identify a pool for selection and select from that pool for redundancy, we will adopt clear, appropriate and objective selection criteria which will be applied fairly and consistently to each affected employee. The criteria used (and the weighting given) will be based upon the requirements of the Trust and the existing and anticipated future needs of the Trust and the individual Academy.

Disabled employees will not be placed at a disadvantage on account of the application of the selection criteria. The Trust will make any reasonable adjustments that are necessary to remove any disadvantage that any disabled employee would otherwise suffer.

Once provisional selections for redundancy have been made, the Trust will enter into individual consultation with each employee identified. If you are provisionally selected for redundancy you will have the right to be informed of the basis for your selection and invited to put forward any representations or suggestions at a formal meeting. You will be encouraged to be fully involved in the consultation procedure. We will consider any representations or suggestions made by you before making a final decision on which employees are to be made redundant.

You may bring a companion to any formal redundancy consultation meeting under this procedure. The companion may be either a trade union representative or a colleague. You must inform the headteacher of the name of your chosen companion in good time before the meeting. Your companion may address the meeting, but may not answer any questions on your behalf. If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family if this is deemed to be a reasonable adjustment, or if you have difficulty understanding English).

## **5. Confirming Redundancy**

Where selection for redundancy is confirmed, employees will be given notice of termination of their employment in accordance with their contracts of employment. Written confirmation will be provided of the payments that the employee will receive.

We will continue to look for alternative vacancies for all potentially redundant employees up until the termination date. The process for applying for and offering alternative employment will depend on the circumstances of the redundancy at the time. Alternative employment may be offered subject to a trial period where appropriate.

Employees under notice of redundancy may be entitled to reasonable paid time off work to look for alternative employment or to arrange training for future employment. If you would like to find out whether you qualify for this paid time off please speak to your manager.

If you are made redundant and you have a minimum of two years' continuous service with the Trust you will normally be entitled to receive a statutory redundancy payment paid free of Income Tax and National Insurance deductions, which is calculated according to your age, length of service and statutory capped gross weekly pay.

## **6. Right of appeal**

If you are made redundant then you will be given the right to appeal.

An appeal should be made in writing to the Trust, stating the full grounds of appeal, within one week of the date on which the decision was sent to you.

You may bring a companion (trade union representative or colleague) to an appeal meeting.

You will be given written notice of a redundancy appeal meeting which will be held as soon as reasonably practicable. If your appeal raises new matters we may need to carry out further investigations.

The appeal meeting may involve a complete re-hearing of the matter or it may be a review of the fairness of the original decision in light of the procedure that was followed and any new evidence or information. The decision whether or not to call for a complete re-hearing is at the complete discretion of the Trust.

Following the appeal meeting we may (i) confirm the original decision to make you redundant or (ii) overturn the original decision to make you redundant. The final decision will be confirmed in writing, as soon as practicable after the redundancy appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss by reason of redundancy will be revoked and you will be reinstated with no loss of continuity or pay.

## Part Three – Statutory Benefits / Work Life Balance / Family friendly

### 3.1. Summary of rights to time off work / special leave

1. About this policy
  - 1.1. This policy provides an outline of the rights for time off work / special leave. It does not apply to agency workers or the self-employed and it does not form part of any employee's contract of employment.
  - 1.2. The rights of employees and workers to take time off work derive from a variety of statutory sources, all of which vary slightly in the way in which they work. This policy should therefore be read in conjunction with the policies set out within Part Three below from section 3.2 to section 3.14 inclusive.
  - 1.3. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.4. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
2. Summary of time off / special leave

REASON	TIME OFF	PAID / UNPAID
<p><b>Time off for antenatal appointments</b></p> <p>You may take reasonable time off to attend an antenatal appointment as a pregnant person.</p> <p>When accompanying a pregnant person to an antenatal appointment, you have a right to attend two appointments lasting no more than six and a half hours each.</p>	<p>Reasonable time off</p> <p>Two occasions</p>	<p>Paid</p> <p>Paid</p>
<p><b>Maternity Leave</b></p> <p>You are entitled to 52 weeks' maternity leave consisting of 26 weeks' ordinary maternity leave ("OML") (you must be on maternity leave for the first two weeks after the birth) and 26 weeks' additional maternity leave ("AML"). You may return to work at any time before the end of AML (or OML) on giving eight weeks' notice.</p>	<p>Up to 52 weeks</p>	<p>In accordance with contractual terms</p>
<p><b>Time off for adoption appointments</b></p> <p>If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.</p> <p>If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions.</p>	<p>Up to 5 appointments</p> <p>Two occasions</p>	<p>Paid</p> <p>Unpaid</p>
<p><b>Paternity Leave</b></p> <p>Qualifying employees may be entitled to take one week or two consecutive weeks leave (at the employee's choice) of paternity leave</p>	<p>One or two weeks</p>	<p>You may be entitled to statutory paternity pay</p>

REASON	TIME OFF	PAID / UNPAID
<p><b>Parental Leave</b></p> <p>Qualifying employees may be entitled to take up to 18 weeks unpaid leave in order to care for a child.</p>	<p>Up to 18 weeks (in blocks of one week)</p>	<p>Unpaid</p>
<p><b>Shared Parental Leave</b></p> <p>Qualifying employees can take shared parental leave (SPL) in the first year of their child's life or in the first year after a child is placed with them for adoption. A mother or primary adopter can end their maternity or adoption leave, or commit to ending it at a future date, and share the untaken leave with the other parent as SPL. The mother must take the first two weeks after the birth as compulsory maternity leave.</p>	<p>Up to 50 weeks leave and up to 37 weeks shared parental leave pay</p>	<p>Employed parents who take SPL are eligible for shared parental pay</p>
<p><b>Emergency Time off for Dependents</b></p> <p>Employees have the right to take a reasonable amount of time off work in order to take action which is necessary to deal with particular urgent situations affecting their dependants and to make any necessary care arrangements.</p>	<p>Reasonable time off as agreed in advance with the Headteacher</p>	<p>Unpaid</p>
<p><b>Bereavement and serious illness</b></p> <p>Leave of absence should be granted in the case of any close relative. The relationship of the employee to the deceased or seriously ill person is not strictly defined since requests should be dealt with sympathetically and on their individual circumstances.</p>	<p>Up to 5 days</p>	<p>Paid</p>
<p><b>Parental Bereavement Leave</b></p> <p>The Parental Bereavement (Leave and Pay) Act 2018 provides parents with two weeks' leave and statutory bereavement pay if they lose a child under the age of 18 (including a still birth after 24 weeks of pregnancy).</p>	<p>Two weeks</p>	<p>At the discretion of the Trust</p>
<p><b>Blood donors</b></p> <p>Employees may be granted reasonable time off on up to 3 occasions per academic year subject to each appointment not exceeding 3 hours, to be taken at a time convenient to the Academy and having been agreed in advance with the Head Teacher.</p>	<p>Up to 3 occasions per academic year</p>	<p>Paid</p>
<p><b>Elective or Cosmetic Surgery</b></p> <p>Employees are expected to attend appointments outside of the Academy day. Where this is not possible then reasonable unpaid time off may be granted for elective or cosmetic surgery (which is considered to be routine and not a medical emergency).</p>	<p>Reasonable time off as agreed in advance with the Headteacher</p>	<p>Unpaid</p>



REASON	TIME OFF	PAID / UNPAID
<p><b>Examinations</b></p> <p>Studying for and attending an examination which has been approved in advance by the Headteacher and is deemed to be for the benefit of the Academy or trust.</p>	<p>Reasonable time off as agreed in advance with the Headteacher</p>	<p>Paid</p>
<p><b>Fertility Treatment (In Vitro Fertilisation)</b></p> <p>The Academy is supportive of employees who wish to undergo fertility treatment.</p>	<p>2 days for treatment up to a maximum of 3 treatments in a rolling 12 month period</p>	<p>Paid</p>
<p><b>Fostering</b></p> <p>Pre and post approval training.</p> <p>Where an employee is an approved long term foster carer and they have been matched with a specific child the principles of Parental Leave will be applied.</p>	<p>3 days in a rolling 12 month period</p> <p>Up to 18 weeks (in blocks of one week).</p>	<p>Paid</p> <p>Unpaid</p>
<p><b>Jury Service</b></p> <p>Where an employee is called up for jury service they are required to provide a copy of the court summons before paid time off will be approved. The employee must submit a claim to the court for loss of earnings. This will be paid whilst on jury service at their normal rate of pay, subject to the deduction of any monies received from the court in respect of loss of earnings.</p>	<p>As required</p>	<p>Paid (Less Court Allowance)</p>
<p><b>Medical and dental appointments</b></p> <p>Employees are expected to attend routine appointments outside of the Academy day for example doctors, dentists, physiotherapy, hospital appointments.</p> <p>Only in exceptional circumstances when the timing of appointments are outside of the employee's control e.g. appointments arranged by a hospital consultant; should reasonable time off be granted.</p>	<p>Reasonable time off as agreed in advance with the Headteacher</p>	<p>Unpaid</p>
<p><b>Medical Procedure / Operation</b></p> <p>Where an employee is required to undergo a medical procedure/operation in hospital or equivalent (not a doctor's appointment at a surgery), as an "out or day patient", which is not elective or cosmetic surgery or dentistry and the pre-procedure/operation medical advice is that the employee will be able to return to work the following day paid absence will be granted for up to one day depending on the timing of</p>	<p>As required</p>	<p>Up to 1 day paid (or longer if classified as sick leave)</p>

REASON	TIME OFF	PAID / UNPAID
<p>the procedure / operation. Where the medical advice is that a rehabilitation period will be required directly after the procedure/operation the whole period, including the day of the procedure/operation will be deemed as sickness absence.</p>		
<p><b>Redundancy</b> Reasonable time off whilst under notice of dismissal for redundancy to look for new employment or arrange training for future employment.</p>	Reasonable time off as agreed in advance with the Headteacher	Paid
<p><b>Religious Requests</b> Requests for time off on religious grounds will be considered on a case by case basis.</p>	Reasonable time off as agreed in advance with the Headteacher	Unpaid
<p><b>Reserve Forces</b> Where an employee joins one of the Reserve Forces (the Reserve Land Forces Reserve Naval and Marine Forces, and the Reserve Air Forces), they may be mobilised at any time to be used on full-time operations. In addition, they will be expected to attend regular training.  Training dates must be notified to the Headteacher as soon as possible and approval will be subject to the needs of the Academy but will not be unreasonably refused. If employees are required to undertake military service overseas they should contact their Headteacher.  The Trust agrees to re-employ any reservist who was last employed by them in the four week period before mobilisation for military service.</p>	Reasonable time off as agreed in advance with the Headteacher	Unpaid
<p><b>Weather</b> On the rare occasions where weather conditions prevent employees getting to work and all reasonable attempts to get to work have failed, any resulting absence normally will be unpaid. However, there may be occasions when the Headteacher can exercise discretion and confirm that any absence shall be paid.</p>	As required	Unpaid
<p><b>Witness / court summons</b> If employees are summoned to appear in court / tribunal as a witness, they will be required to provide a copy of the official court / witness summons before paid time off will be approved. The employee will be paid their normal rate of</p>	As required	Paid

<b>REASON</b>	<b>TIME OFF</b>	<b>PAID / UNPAID</b>
pay, subject to the deduction of any monies received from the court in respect of loss of earnings.		

## **3.2. Maternity Policy**

### **1. About this policy**

- 1.1. This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed (although risk assessment will still be undertaken for these individuals).
- 1.2. Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3. In some cases you and your spouse or partner may be eligible to opt into the shared parental leave ("SPL") scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave Policy.
- 1.4. This policy does not form part of any employee's contract of employment.
- 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
- 1.6. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

### **2. Entitlement to maternity leave**

- 2.1. All employees are entitled to up to 52 weeks' maternity leave which is divided into:
  - 2.1.1. Ordinary maternity leave of 26 weeks ("OML").
  - 2.1.2. Additional maternity leave of a further 26 weeks immediately following OML ("AML").provided they comply with the notification requirements set out in paragraph 3.

### **3. Notification of pregnancy**

- 3.1. You should inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 5).
- 3.2. Before the end of the fourteenth week before the week that you expect to give birth ("Qualifying Week"), or as soon as reasonably practical afterwards, you must tell us:
  - 3.2.1. that you are pregnant;
  - 3.2.2. the week, starting on a Sunday, in which your doctor or midwife expects you to give birth ("Expected Week of Childbirth"); and
  - 3.2.3. the date on which you would like to start your maternity leave ("Intended Start Date") (see paragraph 6).
- 3.3. You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

### **4. Sickness**

- 4.1. Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.
- 4.2. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 4.3. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 6).

### **5. Health and safety**

- 5.1. Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:

- 5.1.1. changing your working conditions or hours of work;
- 5.1.2. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- 5.1.3. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

## 6. **Starting maternity leave**

- 6.1. The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 6.2. You can postpone your Intended Start Date by informing us in writing at least 21 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 6.3. You can bring forward the Intended Start Date by informing us at least 21 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 6.4. Your maternity leave will start on the earliest of:
  - 6.4.1. your Intended Start Date (if notified to us in accordance with this policy).
  - 6.4.2. the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
  - 6.4.3. the day after you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 6.5. Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 6.6. The law prohibits you from working during the two weeks following childbirth.

## 7. **Maternity pay**

- 7.1. Your entitlement to enhanced maternity pay will be set out in your terms and conditions of employment, which shall reflect the burgundy book for teaching staff and the green book for non-teaching staff.
- 7.2. Subject to the conditions at paragraph 7.3 below, teachers are entitled to the following enhanced maternity pay and / or Statutory Maternity Pay (SMP).
  - Weeks 1 – 4                      Full Salary which is inclusive of SMP
  - Weeks 5 – 6                      90% of salary which is inclusive of SMP
  - Weeks 7 – 18                      Half pay plus SMP (not exceeding full pay)
  - Weeks 19 – 39                      SMP only
  - Weeks 39 – 52                      Nil pay
- 7.3. The payment of enhanced maternity pay for teachers is subject to the following conditions:
  - 7.3.1. you must have more than one year of continuous service as a teacher with one or more Local Authorities at the start of the 11th week before your Effective Week of Childbirth. If you do not have the required service, then you may still be entitled to SMP; and
  - 7.3.2. payment of enhanced maternity pay is conditional upon you returning to work for at least 13 weeks after your maternity leave. If you do not return to work for this minimum period any enhanced maternity pay (but not SMP) must be repaid.
- 7.4. Subject to the conditions at paragraph 7.5 below, non-teaching staff are entitled to the following enhanced maternity pay and / or Statutory Maternity Pay (SMP).

- Weeks 1 – 6                    90% of salary which is inclusive of SMP
- Weeks 7 – 18                 Half pay plus SMP (not exceeding full pay)
- Weeks 19 – 39                SMP only
- Weeks 39 – 52                Nil pay

7.5. The payment of enhanced maternity pay for non-teaching staff is subject to the following conditions:

- 7.5.1. you must have more than one year of continuous local government service at the start of the 11th week before your Effective Week of Childbirth. If you do not have the required service, then you may still be entitled to SMP; and
- 7.5.2. payment of enhanced maternity pay is conditional upon you returning to work for at least 3 calendar months after your maternity leave. If you do not return to work for this minimum period any enhanced maternity pay (but not SMP) must be repaid.

7.6. Statutory maternity pay ("SMP") is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 11). You are entitled to SMP if:

- 7.6.1. you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- 7.6.2. your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- 7.6.3. you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- 7.6.4. you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- 7.6.5. you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

7.7. SMP is calculated as follows:

- 7.7.1. First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period.
- 7.7.2. Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

7.8. SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

7.9. You are still eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP starts to accrue in whichever is the later of:

- 7.9.1. the week following the week in which employment ends; or
- 7.9.2. the eleventh week before the Expected Week of Childbirth.

7.10. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## 8. **Terms and conditions during OML and AML**

8.1. All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- 8.1.1. benefits in kind shall continue;

8.1.2. annual leave entitlement under your contract shall continue to accrue (see paragraph 9); and

8.1.3. pension benefits shall continue.

## 9. **Annual leave**

9.1. During OML and AML, holiday entitlement will accrue at the rate provided under your contract.

9.2. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work.

9.3. You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

## 10. **Redundancies during maternity leave**

10.1. In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## 11. **Keeping in touch**

11.1. We may make reasonable contact with you from time to time during your maternity leave.

11.2. You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end (Keeping in Touch Day). This is not compulsory and must be discussed and agreed with your manager or the Headteacher. In any case, you must not work in the two weeks following birth.

11.3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

## 12. **Returning to work**

12.1. Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

12.2. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

12.2.1. updating you on any changes that have occurred during your absence;

12.2.2. any training needs you might have; and

12.2.3. any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 17).

## 13. **Changing your return date**

13.1. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

13.2. If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days.

13.3. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

#### 14. **Deciding not to return**

- 14.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 14.2. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 14.3. This does not affect your right to receive SMP.

#### 15. **Your rights when you return**

- 15.1. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
- 15.2. However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

#### 16. **Switching to Shared Parental Leave**

- 16.1. In some cases you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible.
- 16.2. You would need to give us at least eight weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy.

#### 17. **Flexible working**

- 17.1. We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our Trust and our academies. 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.



## Employee Maternity Checklist

This checklist has been designed to assist you with ensuring that you complete and return the necessary Forms to the Headteacher within the required timescales to ensure that you do not lose your rights to pay, time off or return to work.

**Maternity Form 1**

Notification of Maternity Leave and Provision of MAT B1

To be returned to the Headteacher as soon as possible and no later than 21 days before the date I wish to commence my Maternity Leave

**Maternity Form 2** (if required)

Notification of Change of Start of Maternity Leave

To be returned to the Headteacher as soon as possible and at least 28 days before the date you were originally going to start your Maternity Leave or the new date, whichever is earlier.

**Maternity Form 3**

Notification of Date of Childbirth

To be returned to the Headteacher as soon as possible after the birth of your baby.

**Maternity Form 4** (if required)

Notification of Change of Date of Return to Work

To be returned to the Headteacher as soon as possible following your decision to change your return to work date.

### Maternity Form 1 - Notification of Maternity Leave and MATB1

The Employee is responsible for completing and returning Maternity Forms. Failure to do so will result in loss of payment / time off.

It is essential that you complete and return this Form to the Headteacher as soon as possible but no later than 28 days (21 days for Teachers) before the date you wish to commence your Maternity Leave.

Name:	Payroll Number:
Address:	Department:
Postcode:	Section/School:
Manager/Head Teacher:	
Expected Date of Childbirth:	
Date of Commencement of Maternity Leave (this date cannot be earlier than the 11 <sup>th</sup> week before your expected week of childbirth):	
* I reserve the right to amend this date by providing notice of the new date by completing and returning Maternity Form 2 at least 28 days before the above date.	
Proposed Date of Return to Work:	
* I reserve the right to amend this date by providing notice of the new date by completing and returning Maternity Form 4 at least 21 days before my proposed date of return to work.	

I confirm that I have attached my MAT B1 Certificate to this Form

Signed: ..... Date: .....

## Maternity Form 2 - Notification of Change of Start of Maternity Leave

The Employee is responsible for completing and returning Maternity Forms. Failure to do so will result in loss of payment / time off.

You are entitled to change the date you want to start your Maternity Leave. To do this it is essential that you complete and return this Form to the Headteacher as soon as possible and at least 28 days before the date you were originally going to start your Maternity Leave or the new date, whichever is earlier.

Name:	Payroll Number:
Address:	Department:
Postcode:	Section/School:
Manager/Head Teacher:	
Expected Date of Childbirth:	
Original Date of Commencement of Maternity Leave (supplied on Maternity Form 1):	
Amended Date of Commencement of Maternity Leave:	

Signed: ..... Date: .....

### Maternity Form 3 - Notification of Date of Childbirth

The Employee is responsible for completing and returning Maternity Forms.

It is essential that you complete and return this Form to the Headteacher as soon as possible after the birth of your baby.

Name:	Payroll Number:
Address:	Department:
Postcode:	Section/School:
	Manager/Head Teacher:
Expected Date of Childbirth:	
Actual Date of Baby's Birth:	

Signed: ..... Date: .....

### Maternity Form 4 - Notification of Change of Date of Return to Work

The Employee is responsible for completing and returning Maternity Forms. Failure to do so may result in you losing your right to return to work when you wish to do so.

You are entitled to change your proposed date of return to work (supplied on Maternity Form 1).

To do this it is essential that you complete and return this Form to the Headteacher as soon as possible and at least 28 days before the date you were originally going to return to work.

Name:	Payroll Number:
Address:	Department:
Postcode:	Section/School:
	Manager/Head Teacher:
Actual Date of Childbirth:	
Original Proposed Date of Return to Work (supplied on Maternity Form 1):	
Amended Date of Return to Work:	

Signed: ..... Date: .....

### 3.3. Paternity Policy

1. About this policy
  - 1.1. This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it.
  - 1.2. You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.
  - 1.3. This policy does not form part of any employee's contract of employment.
  - 1.4. Arrangements for time off to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
  - 1.5. Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.
  - 1.6. In some cases you may be eligible to opt into the Shared Parental Leave scheme which gives you and your Partner more flexibility to share the leave and pay available in the first year. Details are set out in our Shared Parental Leave Policy.
  - 1.7. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.8. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

#### 2. Frequently used terms

- 2.1. The definitions in this paragraph apply in this policy.

"Partner" spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

"Expected Week of Childbirth" of the week, beginning on a Sunday, in which their doctor or midwife expects your child to be born.

"Expected Placement Date" the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

#### 3. Entitlement to paternity leave

- 3.1. Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:
  - 3.1.1. On the birth of a child, where either:
    - 3.1.1.1. you are the biological father and expect to have some responsibility for the child's upbringing; or
    - 3.1.1.2. you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
  - 3.1.2. On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
  - 3.1.3. Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
  - 3.1.4. Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

- 3.2. To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
  - 3.3. In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.
  - 3.4. You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).
4. Timing and length of paternity leave
    - 4.1. Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
    - 4.2. Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 56 days (8 weeks) of birth or placement, or within 56 days of the first day of the Expected Week of Childbirth (if the child was born early).
5. Notification
    - 5.1. To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:
      - 5.1.1. the Expected Week of Childbirth or the Expected Placement Date;
      - 5.1.2. the date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and
      - 5.1.3. whether you intend to take one week or two weeks' leave.
    - 5.2. We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.
6. Changing leave dates or cancelling leave
    - 6.1. You may vary the start date of your paternity leave if you give notice as follows:
      - 6.1.1. If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
      - 6.1.2. If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
      - 6.1.3. If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.
    - 6.2. If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

7. Paternity pay
  - 7.1. In this paragraph, Relevant Period means the eight-week period ending with the **Qualifying Week** which is the 15th week before the Expected Week of Childbirth or the week in which you or your Partner were notified of being matched with the child.
  - 7.2. If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.
  - 7.3. SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact your manager or the Headteacher.
  - 7.4. You will qualify for company paternity pay if you have been continuously employed during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during paternity leave (for one or two complete weeks) and includes any SPP that may be due for that period.
8. Terms and conditions during paternity leave
  - 8.1. All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:
    - 8.1.1. Benefits in kind shall continue.
    - 8.1.2. Annual leave entitlement under your contract shall continue to accrue.
    - 8.1.3. Pension benefits shall continue.
9. Returning to work
  - 9.1. You are normally entitled to return to work after paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as if you not been absent.
  - 9.2. However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
  - 9.3. If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave Policy for information about rights on return to work.
10. Flexible working
  - 10.1. We will deal with any requests by employees to change their working patterns (such as working part time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our Trust and our academies. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.



### 3.4. Adoption Policy

1. About this policy
  - 1.1. This policy sets out the arrangements for adoption leave and pay for employees who are
    - 1.1.1. Adopting a child through an adoption agency.
    - 1.1.2. Fostering a child with a view to possible adoption.
    - 1.1.3. Having a child through a surrogate mother.
  - 1.2. Adoption leave and pay may also be available for adoptions from overseas, which are not dealt with in this policy. Please contact the Trust for information on eligibility and process.
  - 1.3. Arrangements for time off to attend adoption appointments are set out in our Time off for Antenatal and Adoption Appointments Policy.
  - 1.4. In some cases you and your spouse or partner may be eligible to opt into the Shared Parental Leave ("SPL") scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.
  - 1.5. This policy only applies to employees. It does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment.
  - 1.6. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.7. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success
2. Entitlement to adoption leave
  - 2.1. In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:
    - 2.1.1. You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
    - 2.1.2. The adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the date the child is expected to be placed into your care ("Expected Placement Date").
    - 2.1.3. You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - 2.2. If you are adopting through an overseas adoption agency please contact the Trust for further information.
  - 2.3. In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:
    - 2.3.1. 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.
    - 2.3.2. 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.
  - 2.4. Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you will not be entitled to adoption leave but you may be entitled to Paternity Leave (see our Paternity Leave Policy) and/or Shared Parental Leave (see our Shared Parental Leave Policy).
  - 2.5. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave ("OAL") and 26 weeks' Additional Adoption Leave "(AAL)".

3. Notification requirements: adoption cases
  - 3.1. Not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave ("Intended Start Date").
  - 3.2. We will then write to you within 28 days to inform you of the date you would be due to return to work (your "Expected Return Date") assuming you take your full entitlement to adoption leave.
  - 3.3. Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.
4. Notification requirements: surrogacy cases
  - 4.1. In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth ("EWC"). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable.
  - 4.2. We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave.
  - 4.3. When the child is born you must tell us the date of birth.
5. Starting adoption leave
  - 5.1. In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
  - 5.2. If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.
  - 5.3. In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.
  - 5.4. Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
6. Adoption Pay
  - 6.1. Your entitlement to enhanced adoption pay will be set out in your terms and conditions of employment, which shall reflect the burgundy book for teaching staff and the green book for non-teaching staff.
  - 6.2. Teachers are entitled to the following enhanced adoption pay, which will be paid at the rate of your normal basic salary during adoption leave and includes any Statutory Adoption Pay ("SAP") (see below) that may be due for that period, subject to the conditions at paragraph 7.3 below.
    - Weeks 1 – 4                      Full Salary which is inclusive of SAP
    - Weeks 5 – 6                      90% of salary which is inclusive of SAP
    - Weeks 7 – 18                      Half pay plus which is inclusive of SAP
    - Weeks 19 – 39                      SAP only
    - Weeks 39 – 52                      Nil pay
  - 6.3. The payment of enhanced adoption pay for teachers is subject to the following conditions:

- you must have more than one year of continuous service as a teacher with one or more Local Authorities at the start of the 11th week before adoption. If you do not have the required service, then you may still be entitled to SAP; and
  - payment of enhanced adoption pay is conditional upon you returning to work for at least 13 weeks after your adoption leave. If you do not return to work for this minimum period any enhanced adoption pay (but not SAP) must be repaid.
- 6.4. Non-teaching staff are entitled to the following enhanced adoption pay, which will be paid at the rate of your normal basic salary during adoption leave and includes any Statutory Adoption Pay ("SAP") (see below) that may be due for that period, subject to the conditions at paragraph 7.5 below.
- Weeks 1 – 6                      90% of salary which is inclusive of SAP
  - Weeks 7 – 18                    Half pay plus which is inclusive of SAP
  - Weeks 19 – 39                  SAP only
  - Weeks 39 – 52                  Nil pay
- 6.5. The payment of enhanced adoption pay for non-teaching staff is subject to the following conditions:
- you must have more than one year of continuous local government service at the start of the 11th week before adoption. If you do not have the required service, then you may still be entitled to SAP; and
  - payment of enhanced adoption pay is conditional upon you returning to work for at least 3 calendar months after your adoption leave. If you do not return to work for this minimum period any enhanced adoption pay (but not SAP) must be repaid.
- 6.6. Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
- 6.6.1. you have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child ("Qualifying Week") and are still employed by us during that week;
- 6.6.2. your average weekly earnings during the eight weeks ending with the Qualifying Week ("Relevant Period") are not less than the lower earnings limit set by the government; and
- 6.6.3. you have given us the relevant notifications under paragraph 3 or, as the case may be, paragraph 4.
- 6.7. SAP is calculated as follows:
- 6.7.1. First six weeks: SAP is paid at the **Earnings-related Rate** of 90% of your average earnings over the Relevant Period.
- 6.7.2. Remaining 33 weeks: SAP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.
- 6.8. SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.
- 6.9. If you leave employment for any reason (for example, if you resign or are made redundant) you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:
- 6.9.1. 14 days before the Expected Placement Date; or
- 6.9.2. the day after your employment ends,
- whichever is the later.

- 6.10. If you become eligible for a back-dated pay rise which includes a sum in respect of the Relevant Period, you will be treated for SAP purposes as if the pay rise had been paid in the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.
7. Terms and conditions during adoption leave
- 7.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:
- 7.1.1. benefits in kind shall continue;
- 7.1.2. annual leave entitlement under your contract shall continue to accrue (see paragraph 8); and
- 7.1.3. pension benefits shall continue.
8. Annual leave
- 8.1. Annual leave will accrue at the rate provided under your contract.
- 8.2. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.
- 8.3. You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.
9. Redundancies during adoption leave
- 9.1. In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.
10. Disrupted adoption
- 10.1. In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:
- 10.1.1. you are notified that the placement will not take place;
- 10.1.2. the child is returned to the adoption agency after placement; or
- 10.1.3. the child dies after placement.
- 10.2. In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.
- 10.3. In the event of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave or pay would have ended earlier in the normal course of events.
11. Keeping in touch
- 11.1. We may make reasonable contact with you from time to time during your adoption leave.
- 11.2. You may work (including attending training) on up to ten days ("Keeping in Touch Days") during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with the Headteacher.

- 11.3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement.
  - 11.4. Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:
    - 11.4.1. updating you on any changes that have occurred during your absence;
    - 11.4.2. any training needs you might have; and
    - 11.4.3. any changes to working arrangements (for example, if you have made a request to work part time) (see paragraph 15).
12. Returning to work
- 12.1. We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.
  - 12.2. If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
  - 12.3. If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days.
  - 12.4. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
  - 12.5. In any other case, late return will be treated as unauthorised absence.
  - 12.6. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined your adoption leave with more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
13. Deciding not to return
- 13.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
  - 13.2. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
  - 13.3. This does not affect your right to receive SAP.
14. Switching to shared parental leave
- 14.1. In some cases you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.
  - 14.2. You would need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy.

15. Flexible working

- 15.1. We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our Trust and our academies. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.

### 3.5. Shared Parental Leave (birth) Policy

1. About this policy
  - 1.1. This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.
  - 1.2. This policy applies to employees. It does not apply to agency workers or self-employed contractors.
  - 1.3. This policy does not form part of any employee's contract of employment.
  - 1.4. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.5. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
2. Frequently used terms
  - 2.1. The definitions in this paragraph apply in this policy.

"Expected week of childbirth (EWC)"	the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.
"Parent"	One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).
"Partner"	your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
"Qualifying Week"	the fifteenth week before the EWC.
3. What is shared parental leave?
  - 3.1. Shared parental leave (SPL) is a form of leave that is available for children born after 5 April 2015.
  - 3.2. It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.
4. Entitlement to SPL
  - 4.1. You are entitled to SPL in relation to the birth of a child if:
    - 4.1.1. you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
    - 4.1.2. you are the child's father and share the main responsibility for the care of the child with the child's mother; or
    - 4.1.3. 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).
  - 4.2. The following conditions must also be fulfilled:
    - 4.2.1. you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

- 4.2.2. the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- 4.2.3. 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") or maternity allowance ("MA") periods.
- 4.3. The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
- 4.4. If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
- 4.5. If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.
- 5. Opting in to shared parental leave and pay
  - 5.1. Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:
    - 5.1.1. your name and the name of the other parent;
    - 5.1.2. if you are the child's mother, the start and end dates of your maternity leave;
    - 5.1.3. 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 MA period;
    - 5.1.4. the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
    - 5.1.5. how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
    - 5.1.6. if you are claiming statutory shared parental pay ("ShPP"), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
    - 5.1.7. how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
    - 5.1.8. an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
    - 5.1.9. declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.
- 6. Ending your maternity leave
  - 6.1. If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
  - 6.2. You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.



- 6.3. The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4. The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
  - 6.4.1. if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - 6.4.2. 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
  - 6.4.3. if the other parent has died.
- 6.5. Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4.2 applies.
7. Ending your partner's maternity leave or pay
  - 7.1. If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:
    - 7.1.1. returned to work;
    - 7.1.2. given her employer a curtailment notice to end her maternity leave;
    - 7.1.3. given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
    - 7.1.4. given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).
8. Evidence of entitlement
  - 8.1. You must also provide on request:
    - 8.1.1. 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); and
    - 8.1.2. The name and address of the other parent's employer (or a declaration that they have no employer).
9. Booking your SPL dates
  - 9.1. Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
  - 9.2. The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
  - 9.3. Leave must be taken in blocks of at least one week.
  - 9.4. If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
  - 9.5. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.
  - 9.6. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11) . In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.
10. Procedure for requesting split periods of SPL

- 10.1. In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
  - 10.2. If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
    - 10.2.1. 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
    - 10.2.2. withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).
11. Changing the dates or cancelling your SPL
- 11.1. You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
  - 11.2. You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
  - 11.3. You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
  - 11.4. You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
  - 11.5. You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.2.
  - 11.6. A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
    - 11.6.1. it is a result of your child being born earlier or later than the EWC;
    - 11.6.2. you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
    - 11.6.3. it is at our request; or
    - 11.6.4. we agree otherwise.
12. Premature birth
- 12.1. Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:
    - 12.1.1. If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)

- 12.1.2. If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.
13. Shared parental pay
- 13.1. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
14. Other terms during shared parental leave
- 14.1. Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 14.2. Subject to your contract of employment, if your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise.
- 14.3. Your pension benefits shall continue.
15. Keeping in touch
- 15.1. We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 15.2. You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with the Headteacher.
- 15.3. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.
16. Returning to work
- 16.1. If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 16.2. If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the Trust or the Academy where you work.
- 16.3. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- 16.3.1. if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- 16.3.2. if you took SPL consecutively with more than four weeks of ordinary parental leave.

- 16.4. If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 16.5. If you decide you do not want to return to work you should give notice of resignation in accordance with your contract of employment.

### 3.6. Shared Parental Leave (adoption) Policy

1. About this policy
  - 1.1. This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.
  - 1.2. This policy applies to employees. It does not apply to agency workers or self-employed contractors.
  - 1.3. This policy does not form part of any employee's contract of employment.
  - 1.4. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.5. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
2. Frequently used terms
  - 2.1. The definitions in this paragraph apply in this policy.

"Partner"	your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
"Qualifying Week"	the week the adoption agency notifies you that you have been matched with a child for adoption.
3. What is shared parental leave?
  - 3.1. Shared parental leave ("SPL") is a form of leave available for children placed with you and/or your partner for adoption after 5 April 2015.
  - 3.2. It gives you and your partner more flexibility in how to share the care of your child in the first year after your child is placed with you for adoption than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.
4. Entitlement
  - 4.1. You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
  - 4.2. The following conditions must be fulfilled:
    - 4.2.1. you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
    - 4.2.2. your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
    - 4.2.3. you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay ("SAP").
  - 4.3. Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

- 4.4. If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.
- 4.5. The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).
5. Opting in to shared parental leave and pay
  - 5.1. Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:
    - 5.1.1. your name and your partner's name;
    - 5.1.2. if you are taking adoption leave, your adoption leave start and end dates;
    - 5.1.3. if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
    - 5.1.4. the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
    - 5.1.5. how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
    - 5.1.6. if you are claiming statutory shared parental pay ("ShPP"), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
    - 5.1.7. how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
    - 5.1.8. an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
    - 5.1.9. declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.
6. Ending your adoption leave
  - 6.1. If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
  - 6.2. You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
  - 6.3. If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
  - 6.4. The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
    - 6.4.1. if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

- 6.4.2. if your partner has died.
- 6.5. Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.
- 7. Ending your partner's adoption leave or pay
  - 7.1. If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
    - 7.1.1. returned to work;
    - 7.1.2. given their employer a curtailment notice to end adoption leave; or
    - 7.1.3. given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).
- 8. Evidence of entitlement
  - 8.1. You must provide on request:
    - 8.1.1. One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
    - 8.1.2. The name and address of your partner's employer (or a declaration that they have no employer).
- 9. Booking your SPL dates
  - 9.1. Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
  - 9.2. The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
  - 9.3. Leave must be taken in blocks of at least one week.
  - 9.4. If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
  - 9.5. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.
  - 9.6. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).
- 10. Procedure for requesting split periods of SPL
  - 10.1. In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
  - 10.2. If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
    - 10.2.1. 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

- 10.2.2. 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 and you may submit a new one if you choose).
11. Changing the dates or cancelling your SPL
- 11.1. You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
  - 11.2. You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
  - 11.3. You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
  - 11.4. You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
  - 11.5. You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
  - 11.6. A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
    - 11.6.1. the variation is a result of the child being placed with you earlier or later than the expected placement date;
    - 11.6.2. you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
    - 11.6.3. the variation is at our request; or
    - 11.6.4. we agree otherwise.
12. Shared parental pay
- 12.1. You may be able to claim Statutory Shared Parental Pay ("ShPP") of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
  - 12.2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
13. Other terms during shared parental leave
- 13.1. Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
  - 13.2. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over.
  - 13.3. Your pension benefits shall continue.
14. Keeping in touch
- 14.1. We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
  - 14.2. You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days ("KIT" days) during your SPL. This is in addition to any KIT days that you may



have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.

14.3. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

15. Returning to work

15.1. If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

15.2. If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our Trust or the Academy where you work.

15.3. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

15.3.1. if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

15.3.2. if you took SPL consecutively with more than four weeks of ordinary parental leave.

15.4. If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

15.5. If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

### **3.7. Parental Leave Policy**

#### **1. About this policy**

This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

Unpaid parental leave should not be confused with Shared Parental Leave which is a new entitlement for eligible parents.

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

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

#### **2. Entitlement to parental leave**

To be eligible for parental leave, you must:

have at least one year's continuous employment with us;

have or expect to have responsibility for a child; and

be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.

Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.

You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18 week entitlement.

#### **3. Taking parental leave**

In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.

Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

#### **4. Notification requirements**

You must notify your Headteacher of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

#### **5. Evidence of entitlement**

We may ask to see evidence of:

your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.

the child's date of birth or date of adoption placement.

## **6. Our right to postpone parental leave**

Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt the work of the Trust (for example, if it would leave us short-staffed or unable to complete work on time, or causes problems with teaching and learning).

We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.

We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

## **7. Terms and conditions during parental leave**

Parental leave is unpaid (unless discretion is applied at the Trust's sole discretion) and you will not be entitled to employer pension contributions in respect of the period of leave. You may wish to seek advice from your pension provider if you have any specific queries.

Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business will continue.

### **3.8. Flexible working policy**

1. About this policy
  - 1.1. We are committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.
  - 1.2. No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.
  - 1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
  - 1.4. This policy does not form part of any employee's contract of employment.
  - 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.6. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
2. Forms of flexible working
  - 2.1. Flexible working can incorporate a number of possible changes to working arrangements, such as:
    - 2.1.1. reduction or variation of working hours;
    - 2.1.2. reduction or variation of the days worked; and/or
    - 2.1.3. working from a different location (for example, from home).
  - 2.2. The possible changes to working arrangements mentioned in paragraph 2.1 may also involve:
    - 2.2.1. starting a job share;
    - 2.2.2. working a set number of hours a week or year;
    - 2.2.3. working only during term-time (part-year working);
    - 2.2.4. working compressed hours; and/or
    - 2.2.5. working flexi-time.
3. Eligibility for the formal right to request procedure
  - 3.1. To be eligible to make a request under the formal procedure set out in paragraph 4 to paragraph 7 you must:
    - 3.1.1. be an employee;
    - 3.1.2. have worked for us continuously for at least 26 weeks at the date your request is made;
    - 3.1.3. not have made a formal request to work flexibly during the last 12 months.
  - 3.2. If you are not eligible to make a formal request, you may make an informal request under paragraph 9.
4. Making a formal flexible working request
  - 4.1. Any employee interested in flexible working is advised to speak informally with their manager or the Headteacher to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.
  - 4.2. You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

- 4.3. Your application should be submitted to the Headteacher in good time and ideally at least two months before you would like the changes to take effect. It should:
    - 4.3.1. state that it is a flexible working request;
    - 4.3.2. explain the reasons for your request, especially if you think our Equal Opportunities Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
    - 4.3.3. provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect;
    - 4.3.4. identify the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application; and
    - 4.3.5. provide information to confirm that you meet the eligibility criteria set out in paragraph 3 of this policy including the dates of any previous formal requests for flexible working.
  - 4.4. In most cases we will need to have a meeting with you before making a decision. In some cases we may be able to approve your request without a formal meeting, although it will usually be helpful to your manager to discuss the request with you to ensure it is the best solution.
5. Formal request: meeting
    - 5.1. Where necessary, the Headteacher will arrange a meeting with you after your application has been submitted. You may bring a colleague or trade union representative to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.
    - 5.2. In most cases, the meeting will be held at your usual place of work. We will try to ensure that the meeting is held at a time and place that is convenient to everyone.
    - 5.3. The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.
    - 5.4. The Headteacher or your manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of the Academy.
  6. Formal request: decision
    - 6.1. We will notify you of the decision in writing as soon as possible.
    - 6.2. If your request is accepted, or where we propose an alternative to the arrangements you requested, the Headteacher or your manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
    - 6.3. Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You will not be able to make another formal request until 12 months after the date of your most recent request.
    - 6.4. If the Headteacher or your manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of staff, they will discuss this with you.

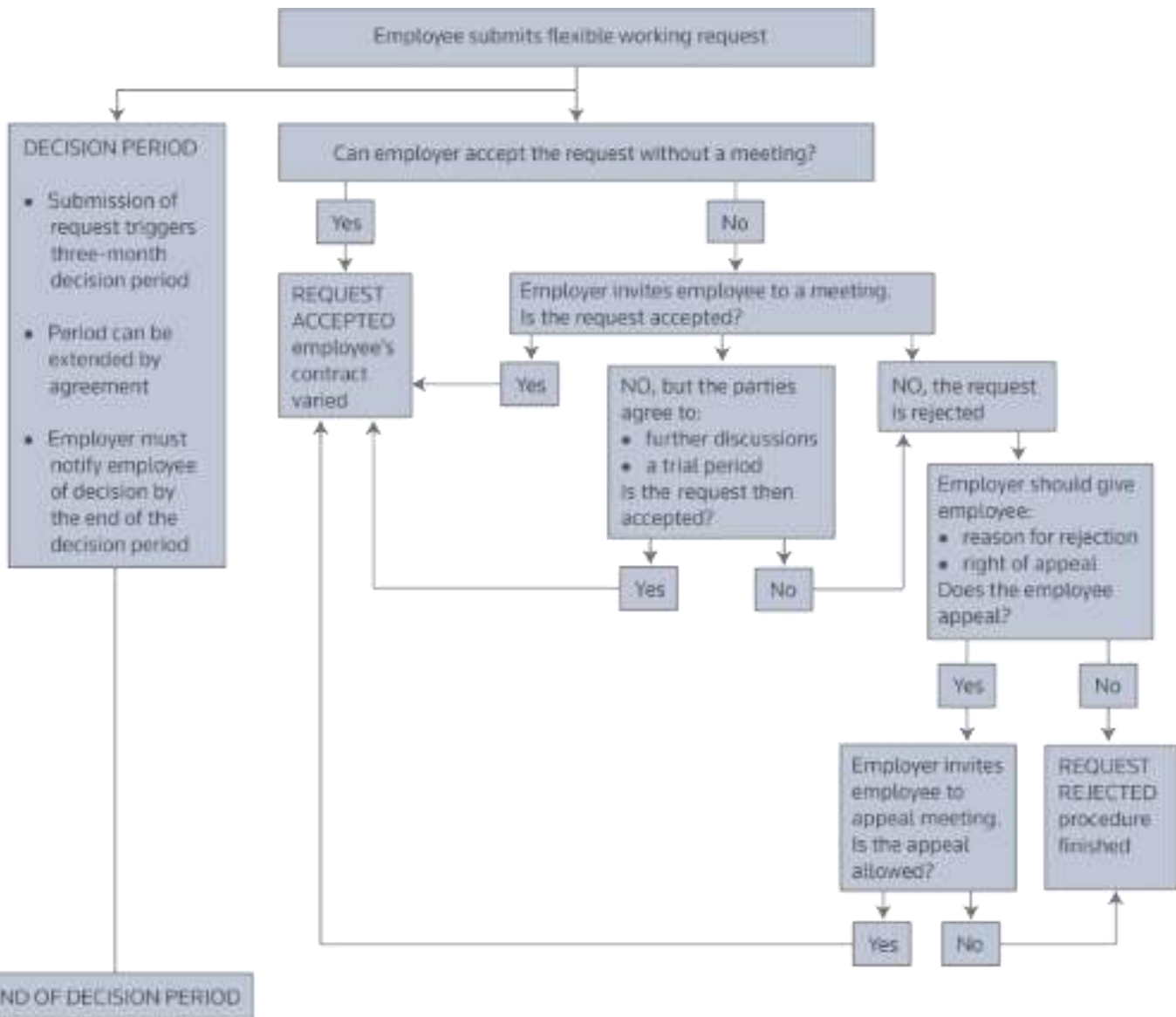
- 6.5. There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your Headteacher or manager will write to you:
  - 6.5.1. explaining the business reason(s) for turning down your application; and
  - 6.5.2. setting out the appeal procedure.
- 6.6. The eight business reasons for which we may reject your request are:
  - 6.6.1. the burden of additional costs;
  - 6.6.2. detrimental effect on ability to meet customer demand;
  - 6.6.3. inability to reorganise work among existing staff;
  - 6.6.4. inability to recruit additional staff;
  - 6.6.5. detrimental impact on quality;
  - 6.6.6. detrimental impact on performance;
  - 6.6.7. insufficiency of work during the periods that you propose to work; and
  - 6.6.8. planned changes.
7. Formal request: appeal
  - 7.1. If your request is rejected, you have the right to appeal.
  - 7.2. Your appeal must:
    - 7.2.1. be in writing and dated;
    - 7.2.2. set out the grounds on which you are appealing; and
    - 7.2.3. be sent to the Trust within 14 days of the date on which you received the written rejection of your request.
  - 7.3. The Trust will arrange for a meeting to take place following receipt of your appeal. We will try to hold the meeting at a convenient time for all those attending and we will aim for it to be scheduled as soon as is reasonably practicable. You may be accompanied by a colleague or trade union representative.
  - 7.4. The appeal meeting will usually be conducted by a more senior manager or employee who has not been previously involved in considering your request.
  - 7.5. You will be informed in writing of the decision as soon as possible after the appeal meeting.
  - 7.6. If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
  - 7.7. You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.
  - 7.8. If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.
8. Extending time under the formal procedure
  - 8.1. There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, your Headteacher or your manager will write to you confirming the extension and the date on which it will end.
  - 8.2. If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain

circumstances, a formal request will be treated as withdrawn. This will occur if you fail to attend a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal meeting, without good cause.

In such circumstances, the Headteacher or your manager will write to you confirming that the request has been treated as withdrawn.

9. Making an informal flexible working request
  - 9.1. Employees who are ineligible to make a formal request for flexible working may make an informal request to the Headteacher or their manager, who will consider it according to our business and operational requirements.
  - 9.2. It will help the Trust to consider your request if you:
    - 9.2.1. make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;
    - 9.2.2. provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start; and
    - 9.2.3. think about what effect the changes to your working pattern will have on the work that you do and on your colleagues, as well as on our pupils and parents. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application.
  - 9.3. The Headteacher or your manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

### 3.8 Flexible working flowchart





### **3.9. Time Off For Antenatal / Adoption Appointments Policy**

#### **1. About this policy**

- 1.1. This policy outlines the statutory right to take time off to attend antenatal and adoption appointments.
- 1.2. This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3. If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4. This policy does not form part of any employee's contract of employment.
- 1.5. The Trust has overall responsibility for this policy, including keeping it under review.

#### **Antenatal**

#### **2. Time off if you are pregnant**

- 2.1. If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments.
- 2.2. Please try to give us as much notice as possible of the appointment. We may ask you to provide the following, unless it is the first appointment:
  - 2.2.1. a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
  - 2.2.2. an appointment card.

#### **3. Time off for accompanying a pregnant woman: eligibility**

- 3.1. You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:
  - 3.1.1. you are the baby's father;
  - 3.1.2. you are the pregnant woman's spouse, civil partner or cohabiting partner or are living with her in an enduring family relationship and she is not your sister, mother, grandmother, aunt or niece; or
  - 3.1.3. she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
  - 3.1.4. you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

#### **4. Time off for accompanying a pregnant woman: how to book time off**

- 4.1. Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
  - 4.1.1. that you meet one of the eligibility criteria in paragraph 3;
  - 4.1.2. that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
  - 4.1.3. that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

## **5. Time off for accompanying a pregnant woman: amount of time off**

- 5.1. You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 5.2. Time off to attend these appointments is unpaid.
- 5.3. Further time off for antenatal appointments is in our absolute discretion.

## **Adoption**

### **6. Time off for an adoption appointment**

- 6.1. An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 6.2. You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

### **7. If you are adopting a child with another person**

- 7.1. Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.
- 7.2. You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.
- 7.3. You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

### **8. If you are adopting a child alone**

- 8.1. If you are adopting a child alone, you are treated as the primary adopter.

### **9. If you are adopting more than one child**

- 9.1. If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

### **10. Amount of time off for an adoption appointment**

- 10.1. If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
- 10.2. If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

### **11. How to book time off for an adoption appointment**

- 11.1. Please give us as much notice of the appointment as possible. You may be asked to provide your manager or the Headteacher with a signed statement or an email confirming:
  - 11.1.1. The date and time of the appointment.
  - 11.1.2. That the appointment has been arranged or requested by the adoption agency.
  - 11.1.3. Whether you are adopting a child alone or jointly with another person.
  - 11.1.4. If you are adopting with another person, whether you are the primary or secondary adopter.

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

### **3.10. Time Off Work For Dependants Policy**

#### **1. About this policy**

The law recognises that there may be occasions when you need to take emergency time off work to deal with unexpected events involving one of your dependants.

This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

No-one who takes time off in accordance with this policy will be subjected to any detriment.

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

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

#### **2. Reasonable unpaid time off**

You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

provide assistance when a dependant falls ill, gives birth, is injured or assaulted;

make longer-term care arrangements for a dependant who is ill or injured;

take action required in consequence of the death of a dependant;

deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or

deal with an unexpected incident involving your child while an Academy or another educational establishment is responsible for them.

A dependant for the purposes of this policy is:

your spouse, civil partner, parent, step child or child;

a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or

anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in this paragraph.

This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your Headteacher.

Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

Reasonable time off in relation to a particular problem will not normally be more than one or two days maximum. However, we will always consider each set of circumstances on their facts.

#### **3. Exercising the right to time off**

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your Headteacher:

the reason for your absence; and

how long you expect to be away from work.

If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

### **3.11. Time Off For Compassionate Leave Policy**

#### **1. About this policy**

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

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

#### **2. Entitlement**

You are entitled to take compassionate leave of up to 5 days in any 12-month rolling period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

We may exercise our discretion to grant a period of compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

If you are still unable to return to work following an authorised period of compassionate leave you should contact your Headteacher.

#### **3. Requesting compassionate leave**

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your Headteacher. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your Headteacher as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

### **3.12. Parental Bereavement Leave Policy**

#### **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 Time off for Compassionate Leave Policy.
- 1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

#### **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:
  - 2.1.1. are their parent or foster parent;
  - 2.1.2. have had the child placed with you for adoption (whether by a UK adoption agency or from overseas);
  - 2.1.3. are their intended parent under a surrogacy arrangement;
  - 2.1.4. 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;
  - 2.1.5. 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.
- 2.3. Further compassionate leave may be available under our Time Off for Compassionate Leave Policy at our discretion. Please speak to your manager if you require further time off in addition to parental bereavement leave.

#### **3. Parental Bereavement Pay**

- 3.1. The Trust may in its discretion continue to pay you full pay during any period of bereavement leave. If the Trust exercises discretion and pays you full pay during any period of bereavement leave, then any payment shall be inclusive of statutory parental bereavement pay (SPBP).
- 3.2. You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
  - 3.2.1. you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
  - 3.2.2. you earn at least the lower earnings limit for class 1 national insurance contributions.
  - 3.2.3. 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 5 days 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.

#### **4. Leave in the first eight weeks**

- 4.1. 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 line manager or Headteacher 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.

- 4.2. 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.

#### 5. **Leave after more than eight weeks**

- 5.1. To take parental bereavement leave more than eight weeks after the child has died, please give your line manager or headteacher at least a week's notice.
- 5.2. Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

#### 6. **Stillbirth, neonatal deaths, adoptions and surrogacy**

- 6.1. Entitlement to maternity leave and pay (see our Maternity Leave 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.

#### 7. **Further assistance**

- 7.1. We appreciate the death of any child will be particularly difficult, both for the parents but also relatives and colleagues.
- 7.2. The Trust will seek to assist employees during this difficult period. Please contact your line manager or Headteacher in the first instance.

### 3.13. Time Off For Training Policy

1. About this policy
  - 1.1. We are committed to developing the skills of our employees and recognise that training can benefit us and our staff. Staff should receive training appropriate to their role, subject to business need, operational and budgetary considerations.
  - 1.2. Eligible employees also have a statutory right to request time off work for study or training. The purpose of this policy is to provide a framework within which we can consider those requests.
  - 1.3. No-one who requests time off under this policy will be subjected to any detriment or lose any career opportunities as a result.
  - 1.4. This policy does not form part of any employee's contract of employment.
  - 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.6. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
  - 1.7. Managers are responsible for identifying and monitoring staff training and development needs on an ongoing basis. Employees who wish to undertake any form of training relevant to their role should raise the matter informally with their managers or the Headteacher in the first instance.
  - 1.8. Some employees aged 18 or under are subject to special laws on education and training, and may not be covered by this policy, depending on their age and qualifications. Further information about training for young employees is available from the Trust upon request.
2. When can staff request time off to train?
  - 2.1. To be eligible to make a formal request under this policy, you must:
    - 2.1.1. be an employee;
    - 2.1.2. have worked for us continuously for 26 weeks at the date your request is made;
    - 2.1.3. have made no previous formal requests under this policy in the last 12 months.
  - 2.2. We will ignore the fact that a request was made less than 12 months ago in the following circumstances:
    - 2.2.1. if we agreed to the earlier request but the training was cancelled or you were unable to start it because of unforeseen circumstances that were not your fault; or
    - 2.2.2. if you withdrew the earlier request because it was not valid.
3. What type of training is covered?
  - 3.1. Any type of study or training can be requested under this policy. It does not matter how or where it takes place. For example, it could be:
    - 3.1.1. internal training provided within the Academy;
    - 3.1.2. a one-day training course provided by an external training provider;
    - 3.1.3. a part-time college course;
    - 3.1.4. an online training module (e-learning);
    - 3.1.5. a distance learning course.
  - 3.2. The study or training does not need to lead to a formal qualification. The only limitation is that it must be for the purpose of:
    - 3.2.1. improving your effectiveness at work; and
    - 3.2.2. improving the performance of our Trust or Academy.



4. Making a formal time off to train request

- 4.1. To make a formal request under this policy you should submit it in writing to the Headteacher. Please include the following information:
- 4.1.1. a statement that the request is made under this policy or under section 63D of the Employment Rights Act 1996;
  - 4.1.2. the date of the request;
  - 4.1.3. the subject matter of the study or training;
  - 4.1.4. where and when it would take place;
  - 4.1.5. who would provide or supervise it;
  - 4.1.6. what qualification (if any) it would lead to;
  - 4.1.7. how you think the study or training would improve your effectiveness at work;
  - 4.1.8. how you think the study or training would improve the performance of the Trust or Academy where you work; and
  - 4.1.9. if you have made any previous application under this policy, the date of that application and how it was made (for example, whether it was by email or letter and who you sent it to).
- 4.2. If we agree to your request without the need for a meeting, we will tell you in writing and include the information in paragraph 6.1.
- 4.3. We will treat your request as withdrawn if:
- 4.3.1. you tell us you are withdrawing the request;
  - 4.3.2. you fail to attend two meetings under paragraph 5 or paragraph 8 without reasonable cause; or
  - 4.3.3. you unreasonably refuse to provide information we need to consider your request.

In those cases your manager or the Headteacher will write to confirm that your request has been treated as withdrawn. You will not normally be able to make another formal request for 12 months from the date of your original request (see paragraph 2).

5. Meeting

- 5.1. The Headteacher will arrange to hold a meeting with you at a mutually convenient time and place, usually within 28 days of receiving your formal request.
- 5.2. The meeting will be used to discuss your request and, if appropriate, explore any alternatives.
- 5.3. You may bring a colleague or a trade union representative to the meeting as a companion if you wish. Your companion may speak during the meeting and confer privately with you, but should not answer questions on your behalf.
- 5.4. If your chosen companion is unable to attend at the time set for the meeting, you should contact the Headteacher and we will try to rearrange the meeting. If the meeting cannot be rearranged within seven days of the original date, we may suggest that you bring a different companion or come alone.
- 5.5. We will seek to inform you of our decision in writing normally within 14 days of the meeting unless we have agreed a longer time limit in writing (see paragraph 9).

6. If we agree to your request

- 6.1. Where we agree to all or part of your request we will give you a written and dated notice containing the following information:
  - 6.1.1. which part of your request is agreed;

- 6.1.2. if any part is not agreed, the information in paragraph 7.1;
  - 6.1.3. the subject of the agreed study or training;
  - 6.1.4. where and when it will take place;
  - 6.1.5. who will provide or supervise it;
  - 6.1.6. what qualification (if any) it will lead to;
  - 6.1.7. any changes to your working hours in order to accommodate the agreed study or training;
  - 6.1.8. whether you will be paid for carrying out the study or training;
  - 6.1.9. how any tuition fees or other direct costs of the agreed study or training will be met.
- 6.2. In some cases we may suggest changes to your request. For example, we may suggest a different course of study or training, or we may suggest an alternative time or place. These may be discussed at the meeting or may require discussion afterwards. The written notice of our decision will set out any changes that you have agreed to. We will ask you to sign and return a copy of the notice to show your agreement.
- 6.3. We do not have to pay you while you are taking time off for study or training requested under this policy, unless this is necessary in order to comply with minimum wage legislation. However, in some cases we may agree to pay you for some or all of the time off.
- 6.4. We do not have to pay the costs of study or training requested under this policy (including any associated costs such as travel expenses). However, in some cases we may agree to meet some or all of those costs and you may be asked to sign a document which relates to the repayment of the training costs if you chose to leave the employment of the Trust within a specific period of time.
7. If we reject all or part of your request
- 7.1. Where we reject all or part of your request, we will give you a written and dated notice containing the following information:
    - 7.1.1. which part of your request is rejected;
    - 7.1.2. if any part is agreed, the relevant information in paragraph 6.1 above;
    - 7.1.3. which of the grounds for rejection set out below applies and why; and
    - 7.1.4. the appeal procedure.
  - 7.2. We may reject your request for any of the following reasons:
    - 7.2.1. that the proposed study or training would not in our view improve your effectiveness at work and the performance of the Trust or the Academy where you work;
    - 7.2.2. the burden of additional costs;
    - 7.2.3. detrimental effect on ability to meet the demands of our parents and pupils;
    - 7.2.4. inability to reorganise work among existing staff;
    - 7.2.5. inability to recruit additional staff;
    - 7.2.6. detrimental impact on quality;
    - 7.2.7. detrimental impact on performance;
    - 7.2.8. insufficiency of work during the periods that you propose to work;
    - 7.2.9. planned structural changes; or
    - 7.2.10. any other reasons that the Government sets out in future regulations.
8. Appeal

- 8.1. You may appeal if we reject all or part of your request. Your appeal must:
  - 8.1.1. be in writing and dated;
  - 8.1.2. set out the grounds on which you are appealing; and
  - 8.1.3. be sent to the Trust no more than 14 days after you receive the written notice of our decision.
- 8.2. We may decide to uphold your appeal in full without a meeting. In all other cases, the Trust will arrange for an appeal meeting to take place within 14 days of receiving your appeal, unless we have agreed a longer time limit in writing (see paragraph 9). The meeting will be held at a convenient time for all those attending and you may bring a colleague as a companion.
- 8.3. We will tell you the outcome of the appeal in writing within 14 days of the meeting, unless we have agreed a longer time limit in writing (see paragraph 9). That decision will be final and you will not be able to make another formal request until 12 months after the date of your original request.
- 8.4. If we uphold your appeal, we will give you the information set out in paragraph 6.1 above.
- 8.5. If we reject your appeal, we will explain our reasons to you in writing.
9. If we need more time
  - 9.1. There may be exceptional occasions when it is not possible to adhere to the time limits in this policy. For example, we may need to delay holding a meeting or notifying you of the decision. We will ask for your agreement to extend the time limit, and will confirm in writing any agreement reached. In many cases this will be in your interests as it will enable the appropriate person to consider your request properly.
10. Changes to agreed study or training arrangements
  - 10.1. You must tell us in writing immediately if:
    - 10.1.1. you do not start the agreed study or training for any reason (for example, if it is cancelled);
    - 10.1.2. you do not complete the agreed study or training; or
    - 10.1.3. you undertake (or wish to undertake) a different course of study or training.
  - 10.2. You should also tell us immediately if you become aware of any changes to agreed study or training, including changes to the timing or content of the course.

### **3.14. Time Off For Public Duties Policy**

1. About this policy
  - 1.1. We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our Trust or the Academy where you work.
  - 1.2. We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.
  - 1.3. This policy applies to all employees.
  - 1.4. This policy does not form part of any employee's contract of employment.
  - 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.6. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
2. Jury service
  - 2.1. You should tell the Headteacher and your manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
  - 2.2. Depending on the demands of our Academies, we may request that you apply to be excused from or defer your jury service.
  - 2.3. We will pay basic pay to employees on jury service less any amounts you can claim from the court for lost earnings. Further information about claiming back lost earnings will be provided upon request.
3. Voluntary public duties
  - 3.1. Employees may request reasonable 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 Academy governor, provided that any such time off work does not have a detrimental impact on the Trust or the Academy where you work.
  - 3.2. If you are unsure whether a public service that you perform is covered by this policy you should speak to the Headteacher or your manager.
  - 3.3. As soon as you are aware that you will require time off for performance of a public service you should notify your manager and 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.
  - 3.4. Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the Academy or Trust.
  - 3.5. We may grant you up to 3 days' paid leave in any rolling 12-month period to perform public duties, but may grant additional paid leave subject to the Trust's discretion.
4. Reserve forces duties
  - 4.1. We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.
  - 4.2. We offer up to 10 days special unpaid leave per academic year for reservists to undertake training. In exceptional circumstances we may grant additional unpaid leave in order for these commitments to be met.
  - 4.3. If we receive 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 our Trust or the Academy where you work (which could not be prevented by the grant of financial assistance).

- 4.4. 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.

### 3.15. Holiday Policy

1. About this policy
  - 1.1. This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).
  - 1.2. This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees.
  - 1.3. This policy does not form part of any employee's contract of employment. We may also vary the policy as appropriate in any case.
  - 1.4. The Trust has overall responsibility for this policy, including keeping it under review.
2. Your holiday entitlement
  - 2.1. The Trust's holiday year runs from 1 September to 31 August. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.
  - 2.2. Your employment contract will set out your entitlement to annual leave, which includes the usual public holidays in England and Wales.
  - 2.3. Unless prior agreed in writing by the Trust (for example within your contract of employment), you are not permitted to take annual leave during term time and all holiday entitlement should be taken during school holidays, the dates of which are published on an annual basis in advance. The Academy may exercise discretion in exceptional circumstances to allow you to take annual leave during term time, provided authorisation is sought from the Trust in writing and in advance. Any decision is at the Trust's sole discretion. If you do take annual leave during the school term then the Trust may exercise discretion to seek an appropriate deduction from your salary.
  - 2.4. Unless paragraph 2.6 below applies, then holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
  - 2.5. For the purposes of holiday entitlement under the Working Time Regulations 1998, holiday is deemed to be taken during any school holiday where you are not required and do not attend Academy to carry out your contractual duties.
  - 2.6. Unused holiday can only be carried over to another holiday year:
    - 2.6.1. in cases involving sickness absence, as set out in paragraph 3;
    - 2.6.2. in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 4;
    - 2.6.3. in any other case where the Headteacher has given prior written permission limited to no more than one week; and
    - 2.6.4. if otherwise required by law.
  - 2.7. Unless your contract of employment states otherwise, all annual leave will be paid as part of your annual salary.
3. Long-term sickness absence and holiday entitlement
  - 3.1. Holiday entitlement continues to accrue during periods of sick leave.
  - 3.2. If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
  - 3.3. Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full time employee who

has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days.

- 3.4. Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

#### 4. Family leave and holiday entitlement

- 4.1. Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

- 4.2. If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday year.

- 4.3. For the avoidance of doubt this covers your full holiday entitlement.

- 4.4. Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

#### 5. Arrangements on termination

- 5.1. On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement.

## Part Four – Absence and Health Related Policies

### 4.1. Sickness Absence Policy

1. About this policy
  - 1.1. This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair, reasonable and consistent way.
  - 1.2. Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
  - 1.3. We wish to ensure that the reasons for sickness 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 by reason of sickness to return to work.
  - 1.4. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.5. Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.
  - 1.6. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
  - 1.7. This policy does not form part of any employee's contract of employment.
2. Disabilities
  - 2.1. We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 11 of this policy), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
  - 2.2. If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager or your Headteacher.
3. Sickness absence reporting procedure
  - 3.1. If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out below.
    - 3.1.1. If you are taken ill or injured while at work you should report this to your manager or the Headteacher and be given permission to leave work.
    - 3.1.2. If you cannot attend work because you are ill or injured you should normally telephone the Academy as early as possible before the time when you are normally expected to start work. In exceptional circumstances where you are medically unfit to make the call, then you should arrange for someone to make this call on your behalf. The following details should be provided:
      - The nature of your illness or injury.
      - The expected length of your absence from work.
      - Contact details.
      - Any outstanding or urgent work that requires attention.
  - 3.2. All managers should ensure that:
    - 3.2.1. Any sickness absence that is notified to them is recorded and reported to the Headteacher.
    - 3.2.2. Arrangements are made, where necessary, to cover work and to inform colleagues and if appropriate, parents (while maintaining confidentiality).



- 3.3. You should expect to be contacted during your absence by your manager or the Headteacher (or such other appropriate person), who will want to enquire after your health and be advised, if possible, as to your expected return date.
4. Evidence of incapacity
  - 4.1. For sickness absence of up to seven calendar days you must complete a self-certification form which is available from your manager or the Headteacher (or which can be found at the end of the staff handbook).
  - 4.2. For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your manager or the Headteacher as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.
  - 4.3. If your doctor provides a certificate stating that you "may be fit for work" you should inform your manager or the Headteacher immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return-to-work interview (see paragraph 9 below). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.
  - 4.4. Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.
5. Unauthorised absence
  - 5.1. Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.
  - 5.2. Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.
  - 5.3. If you do not report for work and have not telephoned your manager or the Headteacher to explain the reason for your absence, the Academy will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.
6. Sick pay
  - 6.1. You may be entitled to receive your full salary and contractual benefits during any periods of sickness absence, subject to your entitlement as set out in your contract of employment (which incorporates the Burgundy Book / Green Book) and provided that you have complied with this policy in all respects. Any payment of enhanced sick pay is inclusive of any SSP that may be due for the same period.
  - 6.2. If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify your Headteacher of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.
  - 6.3. Any employer and employee pension contributions will continue subject to the relevant scheme rules during any period of sick leave.

7. Keeping in contact during sickness absence
  - 7.1. If you are absent on sick leave you should expect to be contacted from time to time by your manager and/or the Headteacher (or other appropriate individual) in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.
  - 7.2. If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your manager or the Headteacher at any time.
8. Medical examinations
  - 8.1. We may, at any time in operating this policy, require you to consent to a medical examination by Occupational Health provider and or a doctor nominated by us (at our expense).
  - 8.2. You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.
9. Return-to-work interviews
  - 9.1. If you have been absent on sick leave for more than 3 working days we may arrange for you to have a return-to-work interview with your manager or the Headteacher or such other appointed person. You may be required to attend a return to work interview after fewer day's absence at the Headteacher's discretion or in line with usual practice at the Academy.
  - 9.2. A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.
  - 9.3. Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.
10. Returning to work from long-term sickness absence
  - 10.1. We are committed to helping members of staff return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 11), we will, where appropriate and possible, support returns to work by:
    - 10.1.1. obtaining medical advice;
    - 10.1.2. making reasonable adjustments to the workplace, working practices and working hours;
    - 10.1.3. considering redeployment; and/or
    - 10.1.4. agreeing a return-to-work programme with everyone affected.
  - 10.2. If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.
11. Sickness absence meetings procedure
  - 11.1. We may apply this procedure whenever we consider it necessary, including, for example:
    - 11.1.1. if you have discussed matters at a return-to-work interview that require investigation; and/or
    - 11.1.2. if you have been absent for more than 5 working days, or 3 occurrences of sick leave in any rolling 6 month period.
  - 11.2. Unless it is impractical to do so, we will usually give you 7 days' written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the

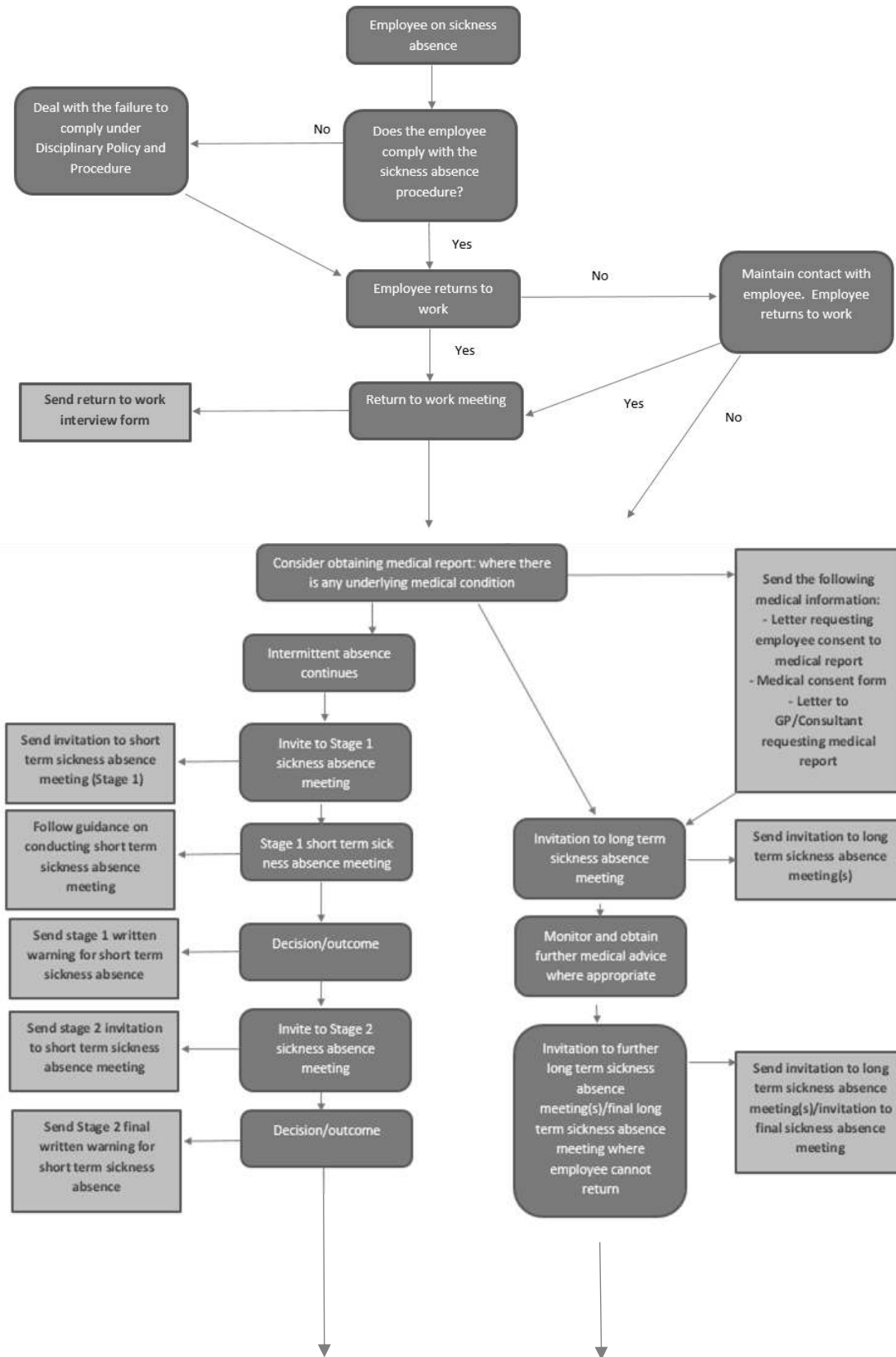
meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

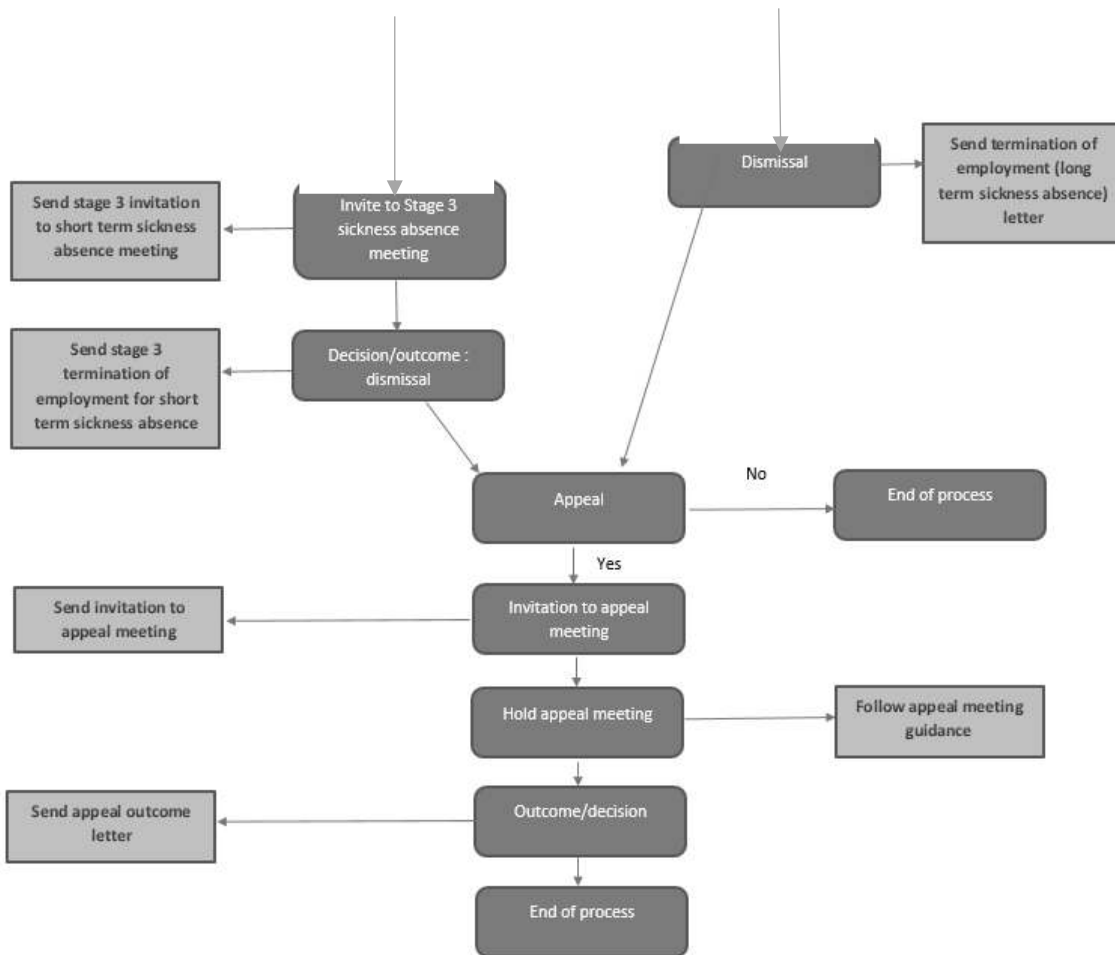
- 11.3. The meeting will be conducted by your manager or the Headteacher, or Academy Councillors. You may bring a companion with you to the meeting (see paragraph 12).
  - 11.4. You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified you should immediately inform the academy who will seek to agree an alternative time.
  - 11.5. A meeting may be adjourned if the Academy is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.
  - 11.6. Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing usually within 7 days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).
  - 11.7. If, at any time, the Academy considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.
12. Right to be accompanied at meetings
- 12.1. You may bring a companion to any meeting or appeal meeting under this procedure.
  - 12.2. Your companion may be either a trade union representative or a colleague. Their details must be given to the manager conducting the meeting, in good time before it takes place.
  - 12.3. Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.
  - 12.4. We may at our discretion permit other companions (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.
  - 12.5. A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.
13. Stage 1: first sickness absence meeting
- 13.1. This will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.
  - 13.2. The purposes of a first sickness absence meeting may include:
    - 13.2.1. Discussing the reasons for absence.
    - 13.2.2. Where you are on long-term sickness absence, determining how long the absence is likely to last.
    - 13.2.3. Where you have been absent on a number of occasions, determining the likelihood of further absences.
    - 13.2.4. Considering whether medical advice is required.
    - 13.2.5. Considering what, if any, measures might improve your health and/or attendance.
    - 13.2.6. Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting under the sickness absence procedure.

14. Stage 2: further sickness absence meeting(s)
  - 14.1. Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.
  - 14.2. The purposes of further meeting(s) may include:
    - 14.2.1. Discussing the reasons for and impact of your ongoing absence(s).
    - 14.2.2. Where you are on long-term sickness absence, discussing how long your absence is likely to last.
    - 14.2.3. Where you have been absent on a number of occasions, discussing the likelihood of further absences.
    - 14.2.4. If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
    - 14.2.5. Considering your ability to return to/remain in your job in view both of your capabilities and the Academy's needs and any adjustments that can reasonably be made to your job to enable you to do so.
    - 14.2.6. Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
    - 14.2.7. Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return-to-work programme.
    - 14.2.8. If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
    - 14.2.9. Agreeing a way forward, action that will be taken and a timescale for review, and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal. It may also include, in the case of short term or intermittent absences, a first written warning or if appropriate a final written warning, together with appropriate and reasonable targets. In the case of long term sickness absence, it may include a letter which confirms you are at risk of dismissal.
15. Stage 3: final sickness absence meeting
  - 15.1. Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings. This meeting will usually be held by the Headteacher or Academy Councillors.
  - 15.2. The purposes of the meeting will be:
    - 15.2.1. To review the meetings that have taken place, any targets that may have been set for short-term or intermittent sickness absence and any other matters discussed with you.
    - 15.2.2. Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
    - 15.2.3. To consider any further matters that you wish to raise.
    - 15.2.4. To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
    - 15.2.5. To consider the possible termination of your employment.

- 15.3. Termination will normally be with full notice or payment in lieu of notice.
16. Long term sickness absence
  - 16.1. The process set out in this Sickness Absence Policy and Procedure applies to both intermittent short term sickness absence and long terms sickness absence. However, it will not always be necessary to go through a 3 Stage meeting process for those employees who are on long term sickness absence and where it is apparent at an earlier stage that the employee is not fit to return to work within a reasonable timescale and where this position is supported by medical advice such as an OHS report. Where this is the case then your employment may be terminated at any stage of the formal process, however you will be informed prior to the meeting that this may be a potential outcome.
17. Appeals
  - 17.1. You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting (see paragraph 12).
  - 17.2. An appeal should be made in writing, stating the full grounds of appeal, to the Trust within 7 days of the date on which the decision was sent to you.
  - 17.3. Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.
  - 17.4. You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.
  - 17.5. An appeal meeting will usually be conducted by individuals who are more senior to the individuals who conducted the stage 3 final sickness absence meeting.
  - 17.6. Depending on the circumstances, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
  - 17.7. The final decision will be confirmed in writing, if possible within one week of the appeal meeting. There will be no further right of appeal.
  - 17.8. The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## 4.1 Short Term Sickness Absence Procedure Flowchart





NOTE – The above flowchart relates to short term sickness absence and it should be varied for continuous long term sickness absence to reflect the policy

**4.1 Self Certification Form**

**Personal Information**

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Job Title \_\_\_\_\_

School where you work \_\_\_\_\_

Line Manager \_\_\_\_\_

**Details of Sickness Absence**

Date from \_\_\_\_\_

Date to \_\_\_\_\_

Date returned to work \_\_\_\_\_

Total number of  
working days absent \_\_\_\_\_

Reason for sickness  
absence \_\_\_\_\_

Any further details of  
sickness absence \_\_\_\_\_  
\_\_\_\_\_

Did you consult a medical  
practitioner during your  
period of absence? \_\_\_\_\_

Are you undergoing any treatment  
or taking any medication? \_\_\_\_\_

If yes, please provide full details  
below and explain if it may affect  
you at work \_\_\_\_\_  
\_\_\_\_\_



**Declaration**

I certify that the above is a complete and accurate record of my sickness absence. I understand that if I provide inaccurate or false information about my absence, with the intention to mislead, this will result in disciplinary action and may affect my entitlement to sick pay.

Print name \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

## **4.2. Staff Wellbeing Policy**

### **1. About this policy**

- 1.1. The Trust is committed to protecting the health, safety and wellbeing of all the staff who work in our Academies. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the work at an Academy within the Trust, can adversely affect the wellbeing of staff at work.
- 1.2. This policy should be read in conjunction with the Trust's "Stress at Work Policy" at 4.3 of this Staff Handbook.
- 1.3. The purpose of this policy is to outline the responsibilities of the Trust and staff members in supporting wellbeing and promoting mental health, and to advise employees on how to deal with mental health issues and prevent stress.
- 1.4. This policy does not form part of any employee's contract of employment.
- 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
- 1.6. Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that such data is sensitive and will handle it in a confidential manner.

### **2. Who does this policy apply to?**

- 2.1. This policy applies to all employees, workers, consultants, self-employed contractors, casual workers, agency / supply workers, and volunteers.

### **3. Who is responsible for this policy?**

- 3.1. The Trust Board has overall responsibility for the effective operation of this policy.
- 3.2. Any questions you may have about the day-to-day application of this policy should be referred to your line manager in the first instance.
- 3.3. This policy is reviewed annually by the Trust in consultation with the recognised trade unions.

### **4. Legal obligations**

- 4.1. The Trust has a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised in our Academies.
- 4.2. This policy takes account of our obligations under:
  - 4.2.1. the Health and Safety at Work etc Act 1974;
  - 4.2.2. Management of Health and Safety at Work Regulations 1999;
  - 4.2.3. Employment Rights Act 1996;
  - 4.2.4. Protection from Harassment Act 1997;
  - 4.2.5. Working Time Regulations 1998;
  - 4.2.6. Equality Act 2010; and
  - 4.2.7. DfE (2019) "workload reduction toolkit".

### **5. Understanding stress and mental health**

- 5.1. Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 5.2. Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.
- 5.3. There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable

individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

- 5.4. Pressures outside of work, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal pressures of working in an Academy within the Trust.
- 5.5. We recognise that individuals react to similar situations in different ways and that what triggers stress and poor mental health varies from person to person. We will adopt a case by case approach, following the approach set out below.

## 6. **Our approach to mental wellbeing in the workplace**

### 6.1. The Trust will:

- 6.1.1. Promote a culture of open communication by providing both formal and informal channels through which staff can raise concerns.
- 6.1.2. Take account of stress and mental wellbeing when planning and allocating workloads, so far as reasonably practicable. The Trust will provide opportunities to discuss these through our appraisal and one-to-one supervision processes with line managers.
- 6.1.3. Monitor work levels to ensure that staff are not overworking.
- 6.1.4. Ensure any risk assessments consider work-related stress.
- 6.1.5. Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- 6.1.6. Ensure that any change management processes or changes to job roles or functions minimise uncertainty and stress so far as reasonably possible.
- 6.1.7. Implement policies and procedures to address factors that can cause or worsen stress in particular so that our Academies are free from harassment, bullying and victimisation and address inappropriate behaviour through disciplinary action when necessary.
- 6.1.8. Provide training to help all staff understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.
- 6.1.9. Provide support services such as Occupational Health and confidential counselling for staff affected by or absent by reason of stress.

## 7. **Supporting the implementation of this policy**

### 7.1. All staff should:

- 7.1.1. ensure that they are familiar with this policy and act in accordance with its aims and objectives;
- 7.1.2. plan and organise their work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by line managers or the Trust; and
- 7.1.3. speak to a manager if they experience or are aware of a situation that may result in work-related stress or where mental wellbeing at work in an Academy within the Trust may be undermined;
- 7.1.4. be aware of the warning signs that can indicate difficulties in managing stress including the following indicators:
  - 7.1.4.1. Behavioural indicators, such as difficulty sleeping, changes in eating habits, increased smoking or drinking, isolation from friends and family.
  - 7.1.4.2. Physical indicators, such as tiredness, indigestion and nausea, headaches, aching muscles, heart palpitations.

- 7.1.4.3. Mental indicators, such as indecisiveness, difficulty concentrating, memory loss, feelings of inadequacy, low self-esteem.
  - 7.1.4.4. Emotional indicators, such as anger or irritability, anxiety, hypersensitivity, feeling drained and lethargic.
- 7.2. All line managers:
- 7.2.1. have a responsibility to recognise potential issues of work-related stress or mental ill health in the staff they manage in an Academy within the Trust; and
  - 7.2.2. will be given training to support them to recognise potential issues of work-related stress or mental ill health in the staff they manage in this and should seek advice from HR in the event that they have concerns;
  - 7.2.3. should provide support to staff by working in conjunction with HR advice and through making appropriate referrals to the Occupational Health where appropriate;
  - 7.2.4. should promote a culture of open communication;
  - 7.2.5. should effectively plan and provide feedback on performance;
  - 7.2.6. should ensure that staff receive necessary training;
  - 7.2.7. should monitor workloads and reallocate work where necessary; and
  - 7.2.8. should ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.
- 7.3. Other services – the Trust has the following services in place to assist staff who may be suffering from stress or poor mental health:
- 7.3.1. A confidential counselling service staffed by independent advisers with access to specialist counsellors. The helpline is free and is available 24-7 by staff and their family members. The helpline number is 0333 000 2082.
  - 7.3.2. Occupational Health referrals, to provide specialist advice on work-related stress and mental wellbeing; to support individuals who have been off sick and advise on return to work plans, including phased returns and adjustments to support a return to work; and to make recommendations for workplace counsellors or specialists.
- 7.4. Help and information can also be obtained from Mind, the mental health charity, [www.mind.org.uk](http://www.mind.org.uk) or the Samaritans, [www.samaritans.org](http://www.samaritans.org).

### 4.3. Stress At Work Policy

1. About this policy
  - 1.1. We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate. In particular, we will:
    - 1.1.1. Promote a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.
    - 1.1.2. Use staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work.
    - 1.1.3. Provide a workplace free from harassment, bullying and victimisation.
    - 1.1.4. Address violence, aggression and other forms of inappropriate behaviour through disciplinary action.
    - 1.1.5. Ensure risk assessments include or specifically address workplace stress.
    - 1.1.6. Maintain an appraisal process to ensure the suitability of workloads.
    - 1.1.7. Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
    - 1.1.8. Follow comprehensive change management procedures.
    - 1.1.9. Provide support services such as occupational health or counselling for staff affected by or absent by reason of stress.
  - 1.2. This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
  - 1.3. This policy does not form part of any employee's contract of employment.
  - 1.4. The Trust has overall responsibility for this policy, including keeping it under review.
  - 1.5. You must ensure that you familiarise yourself with the policy and act in accordance with its aims and objectives. You must speak to your manager or your Headteacher if you experience or are aware of a situation that may lead to a stress problem. You must plan and organise your work to meet personal and organisational objectives and co-operate with support, advice and guidance you may be offered by your manager or the Headteacher.
2. What is stress?
  - 2.1. Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
  - 2.2. There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.
  - 2.3. Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.
  - 2.4. We recognise that what triggers stress and the capacity to deal with stress varies from person to person. Individuals react to similar situations in different ways.
3. Legal obligations

- 3.1. We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised. This may involve stress risk assessments, if considered appropriate on a case by case basis.
  - 3.2. This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.
4. Support
- 4.1. We have measures in place to assist staff who may be suffering from stress:
    - 4.1.1. Training on stress management, to assist staff and managers in recognising and coping with stress.
    - 4.1.2. Referrals to Occupational Health.
    - 4.1.3. We can also arrange access to a confidential helpline if required.
  - 4.2. Managers should provide support to staff suffering from stress. They should:
    - 4.2.1. Promote a culture of open communication and encouragement.
    - 4.2.2. Effectively plan and provide feedback on performance.
    - 4.2.3. Ensure that staff receive necessary training.
    - 4.2.4. Monitor workloads and reallocate work where necessary to avoid harmful levels of stress.
    - 4.2.5. Ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.
  - 4.3. In terms of additional support, employees have access to a confidential counselling and support helpline - 0333 000 2082. If you would like to make use of this free service, then you should call the above number. You may need to advise that your employer provides access to the helpline through an insurance policy with ARAG plc.
5. Resolving stress
- 5.1. If you believe you are suffering from stress you should discuss this with your manager in the first instance. If you feel unable to do so you should contact the Headteacher or seek access to the support services referred to in this policy.
  - 5.2. Once an issue affecting your health comes to the attention of your manager, steps will be taken to address that issue. Those steps may include any of the following:
    - 5.2.1. A workload review, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied if normal day to day management does not correct the issue.
    - 5.2.2. If an employee is dissatisfied with a work matter, including stress, they should raise the problem informally with the decision-maker in the first instance. If this is inappropriate, or does not solve the problem, then the employee may consider raising a grievance in accordance with the Grievance Procedure..
    - 5.2.3. Referral for medical advice, treatment and/or a medical report to be provided by medical advisers or any specialist or GP who has been treating you.
    - 5.2.4. If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.
6. Absence due to stress
- 6.1. If you are absent due to stress you should follow the sickness absence reporting procedure contained in your contract and/or our Sickness Absence Policy.

7. Confidentiality

- 7.1. Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.
- 7.2. Breach of confidentiality may give rise to disciplinary action.
- 7.3. However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

8. Protection for those reporting stress or assisting with an investigation

- 8.1. Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.
- 8.2. If you feel you have been subjected to any such intimidation or victimisation, you should contact your Headteacher or the Trust. You may also raise a complaint in accordance with our Grievance Procedure.
- 8.3. If, after investigation, you are found to have provided false information in bad faith, you will be subject to action under our Disciplinary Procedure.

#### **4.4. Menopause policy**

##### **1. About this policy**

- 1.1. We are committed to fostering an inclusive and supportive working environment for all our staff.
- 1.2. We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.
- 1.3. The purpose of this policy is to raise awareness of the menopause and the impact of the menopause at work, and to encourage open conversations between managers and staff. We are committed to supporting staff who are affected by the menopause and to signpost relevant advice and assistance to anyone who needs it.
- 1.4. This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency worker.
- 1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

##### **2. What is the Menopause?**

- 2.1. All women will experience the menopause at some point during their life. The menopause can also impact trans and non-binary people who may not identify as female.
- 2.2. Most of those who experience the menopause will do so between the ages of 45 and 55. However, some may start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
- 2.3. Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
- 2.4. The majority of those going through the menopause will experience some symptoms, although everyone is different and symptoms can fluctuate on a case by case basis.
- 2.5. The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

##### **3. Open conversations**

- 3.1. Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.
- 3.2. The Trust encourages an environment in which colleagues can have open conversations about the menopause. We expect all staff to be supportive of colleagues who may be affected by the menopause at work.
- 3.3. Anyone affected by the menopause should feel confident to talk to their line manager or Headteacher about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.
- 3.4. Staff and line managers should be ready to have open conversations about the menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with the Trust's Data Protection Policy.

##### **4. Risk assessments**

- 4.1. The Trust is committed to ensuring the health and safety of all staff and will consider any aspects of the working environment that may worsen menopausal symptoms.
- 4.2. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.



## 5. Support and adjustments

- 5.1. While many who go through the menopause will be able to carry on their working lives as normal, the Trust recognises that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
- 5.2. If you believe that you would benefit from adjustments or other support, you should speak to your line manager or Headteacher in the first instance.
- 5.3. Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to work allocation may also be considered. These are examples only and not an exhaustive list.
- 5.4. The Trust may refer you to our Occupational Health and or a doctor nominated by the Trust, or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in the Sickness absence policy.
- 5.5. If you need additional support, you also have access to our confidential employee support helpline - 0333 000 2082. If you would like to make use of this free service, then you should call the above number. You may need to advise that your employer provides access to the helpline through an insurance policy with ARAG plc.

## **4.5. Substance misuse policy**

### **1. About this policy**

We are committed to providing a safe, healthy and productive working environment. This is particularly important in the education sector.

Our commitment includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse. We also have a duty of care to all pupils.

The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:

all staff are aware of their responsibilities regarding alcohol and drug misuse and related problems;

staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage;

staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.

This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an on-going problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure. Furthermore, an employee who denies a substance misuse problem and/or is non-compliant with a treatment regime may be managed under the disciplinary policy.

We recognise that some of our staff may unfortunately become dependent on alcohol or drugs. We also recognise that such dependencies can be successfully treated. We will not accept staff arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on Academy premises.

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

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

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

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

### **2. Identifying a problem**

If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their Headteacher or signpost them to sources of support such as their GP, a provider of specialist support or their Trade Union representative. If they will not seek help themselves you should immediately draw the matter to the attention of your Headteacher. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.

If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

### **3. Alcohol and drugs at work**

Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgment and decision making and increased health and safety risks for you and other people including pupils. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our Trust.

You are expected to arrive at work fully fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal). The use of drugs also includes the use of "legal highs" or psychoactive drugs which are legal substances which have the effect of illegal drugs.

You must not drink alcohol or engage in any substance misuse before or during the normal Academy working day, at lunchtime, at other breaks and at work-based meetings and events. Drinking alcohol or

engaging in substance misuse while at an Academy without authorisation or working under the influence of alcohol or drugs may be considered gross misconduct.

You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your Headteacher without delay.

#### **4. Searches**

We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing, packages and the staff room.

Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.

#### **5. Drug screening**

We may operate a rolling programme of random drug testing.

Arrangements will be discussed with affected members of staff at the start of each screening programme.

#### **6. Managing suspected substance misuse**

If your manager or Headteacher has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:

discuss the reason for the investigation and seek your views on, for example, the deterioration of your performance and/or behaviour and any risk to pupils; and

where appropriate, offer to refer you for medical and/or specialist advice.

If, as the result of the meeting or investigation, your manager or your Headteacher continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral for a medical examination or appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

There may also be occasions when the Trust is obliged to inform the Police of any alleged activity or wrongdoing.

#### **7. Providing support**

Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include referral to appropriate treatment providers, where necessary in conjunction with your GP.

The following independent contacts may also provide assistance:

##### **Counselling / Support helpline**

In terms of additional support, employees have access to a confidential support helpline provided by Life Works on 0800 169 1920. If you would like to make use of this, you may need to provide details of the name of your employer name and advise that they provide access to the helpline through an insurance policy with ARAG plc.

##### **Adfam**

[www.adfam.org.uk](http://www.adfam.org.uk)

A national charity working with families affected by drugs and alcohol. Adfam operates an online message board and database of local support groups.

##### **Al Anon Family Groups**

<http://www.al-anonuk.org.uk>

The Al Anon support group for families and those affected by a problem drinker.

### **Alcoholics Anonymous**

[www.alcoholics-anonymous.org.uk](http://www.alcoholics-anonymous.org.uk)

Alcoholics Anonymous ("AA") is a free self-help group. Its '12-step' programme involves getting sober with the help of regular support groups. AA's belief is that people with drink problems need to give up alcohol permanently.

### **Drinkaware**

[www.drinkaware.co.uk/advice/alcohol-support-services](http://www.drinkaware.co.uk/advice/alcohol-support-services)

The national alcohol helpline. If you're worried about your own or someone else's drinking, you can call this free helpline, in complete confidence, 24 hours a day. Call 0300 123 1110.

### **European Association for the Treatment of Addiction (EATA)**

<http://www.eata.org.uk/>

European Association for the Treatment of Addiction is the largest membership organisation for the independent drug and alcohol treatment and aftercare sector. Their aim is to ensure that people with substance dependencies get the treatment they need.

### **Helpfinder – Treatment Database**

[www.drugscope.org.uk](http://www.drugscope.org.uk)

Drugscope have developed a database of drug treatment services in England, Wales and Scotland. It is searchable by several different criteria, including service name, treatment offered and geographical region.

### **NHS**

<https://www.nhs.uk/live-well/alcohol-advice/alcohol-support/> (alcohol)

[www.nhs.uk/live-well/addiction-support/drug-addiction-getting-help/](http://www.nhs.uk/live-well/addiction-support/drug-addiction-getting-help/) (drugs)

The NHS website has further information about alcohol and drug addiction and where to get help.

### **Talk to Frank**

[www.talktofrank.com](http://www.talktofrank.com)

The FRANK campaign provides information and support for young people to ensure they understand the risks and dangers of drugs and their use and that they know where to go for help and advice.

### **UK Rehab**

<https://www.uk-rehab.com/>

UK Rehab provides drug and alcohol rehab information for people with drug and alcohol problems and their friends and loved ones. It also has a directory of private rehabilitation providers.

### **We are with you** (formerly known as Addaction)

[www.addaction.org.uk](http://www.addaction.org.uk)

A UK-wide treatment agency, helping individuals, families and communities to manage the effects of drug and alcohol misuse and mental health issues.

## **8. Confidentiality**

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary. Any information shares will be treated appropriately and in line with our Data Protection Policy and in accordance with the Data Protection Act 2018.

## 9. **Performance and disciplinary issues**

If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any on-going disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

Our intention is to support all staff with alcohol or drug-related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

## **4.6. Adverse weather and travel disruption policy**

1. About this policy
  - 1.1. This policy applies where it becomes impossible or dangerous for employees to travel in to Academy because of:
    - 1.1.1. extreme adverse weather such as heavy snow;
    - 1.1.2. industrial action affecting transport networks; or
    - 1.1.3. major incidents affecting travel or public safety.
  - 1.2. On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.
  - 1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
  - 1.4. This policy does not form part of any employee's contract of employment.
  - 1.5. The Trust has overall responsibility for this policy, including keeping it under review.
2. Travelling to work
  - 2.1. Employees should make a genuine effort to report for work at Academy at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
  - 2.2. Employees who are unable to attend work on time or at all should follow Academy procedures about notifying the SLT by 7.30am on each affected day.
  - 2.3. Unless the Academy has been officially closed for the day due to adverse weather, employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their manager and attend work unless told otherwise.
  - 2.4. Employees who do not make reasonable efforts to attend work or who fail to contact their manager or the Headteacher without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.
3. Alternative working arrangements
  - 3.1. Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.
4. Late starts and early finishes
  - 4.1. Employees who arrive at work late or who ask to leave early may be expected to make up any lost time. The Headteacher has the discretion to waive this requirement, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.
  - 4.2. Headteachers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.
5. Pay
  - 5.1. Employees who are absent from work due to extreme weather or other travel disruptions are not entitled by law to be paid for the time lost. However, as a gesture of good will, we will treat up to two days of absence caused by weather disruption in any academic year as special paid leave. Employees will only be eligible where their Headteacher is satisfied that they have made a genuine effort and could not reasonably be expected to attend Academy.

- 5.2. If, in exceptional circumstances, we decide to close the Academy or your normal place of work, then employees will be paid as if they had worked their normal hours.
6. Other school closures and other childcare issues
  - 6.1. Adverse weather sometimes leads to other schools or nursery closures or the unavailability of a nanny or childminder.
  - 6.2. In cases such as these where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off as set out in our Time off for dependants policy.

## Part Five – Data Protection and Personal Data

### 5.1. GDPR Data protection policy

#### 1. Data Protection Policy

##### 1.1. Importance of Data Protection

In order to operate as an organisation we hold Personal Data about employees, suppliers, examination invigilators, volunteers, pupils and their family members, and carers and other individuals. The use of Personal Data is governed by the General Data Protection Regulation (the "GDPR"). We take data protection very seriously and understand the impact that data breaches and misuse of data may have on data subjects as well as on our activities. Compliance with this policy is necessary for us to maintain the confidence and trust of those whose Personal Data we handle.

**Non-compliance with this policy by employees could in certain circumstances constitute a serious disciplinary matter. Training (including refresher training) is provided at induction and on a periodic basis. Staff and Volunteers are expected to maintain their knowledge and appreciation of data protection law and this will be supported by the organisation through, in particular, regular access to training. Please contact the Data Protection Officer if you feel that you require access to that course at any point. From time to time the Trust will require the successful completion of data protection training courses.**

**The operation of this Policy will be monitored by the Data Protection Officer who shall ensure that it is kept up to date. If you have any questions concerning this Framework or believe that it can be improved in any respect please discuss with the Data Protection Officer.**

#### This Policy Statement

The aim of this Policy is to give you a basic understanding of the data protection laws, our responsibility in respect of data protection practice, your rights and obligations and to explain why privacy is so important to us. It applies to all actions we take which involve the processing of and working with Personal Data.

The Trust is required to keep and process certain information about its staff members and pupils in accordance with its legal obligations under the General Data Protection Regulation (GDPR).

The Academy may, from time to time, be required to share personal information about its staff or pupils with other organisations, mainly the LA, other schools and educational bodies, and potentially children's services.

This policy complies with the requirements set out in the GDPR, which came into effect on 25 May 2018. The government have confirmed that the UK's decision to leave the EU will not affect the commencement of the GDPR.

#### 2. Legal framework

2.1. This policy has due regard to legislation, including, but not limited to the following:

- The Data Protection Act 2018
- The General Data Protection Regulation (GDPR)
- The Freedom of Information Act 2000
- The Education (Pupil Information) (England) Regulations 2005 (as amended in 2016)
- The Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004
- The School Standards and Framework Act 1998



2.2. This policy will also have regard to the following guidance:

- Information Commissioner's Office (2017) 'Overview of the General Data Protection Regulation (GDPR)'
- Information Commissioner's Office (2017) 'Preparing for the General Data Protection Regulation (GDPR) 12 steps to take now'

2.3. This policy will be implemented in conjunction with the following other school policies:

- E-security Policy
- Freedom of Information Policy
- CCTV Policy

### 3. Applicable data

3.1. For the purpose of this policy, **personal data** refers to information that relates to an identifiable, living individual, including information such as an online identifier, e.g. an IP address. The GDPR applies to both automated personal data and to manual filing systems, where personal data is accessible according to specific criteria, as well as to chronologically ordered data and pseudonymised data, e.g. key-coded.

3.2. **Sensitive personal data** is referred to in the GDPR as 'special categories of personal data', which are broadly the same as those in the Data Protection Act (DPA) 1998. These specifically include the processing of genetic data, biometric data and data concerning health matters.

### 4. Principles

4.1. In accordance with the requirements outlined in the GDPR, personal data will be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Accurate and, where necessary, kept up-to-date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods, insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

4.2. The GDPR also requires that “the controller shall be responsible for, and able to demonstrate, compliance with the principles”.

## **5. Accountability**

5.1. The Trust will implement appropriate technical and organisational measures to demonstrate that data is processed in line with the principles set out in the GDPR.

5.2. The Academy will provide comprehensive, clear and transparent privacy policies.

5.3. Records of activities relating to higher risk processing will be maintained, such as the processing of special categories data or that in relation to criminal convictions and offences.

5.4. Internal records of processing activities will include the following:

- Name and details of the organisation
- Purpose(s) of the processing
- Description of the categories of individuals and personal data
- Retention schedules
- Categories of recipients of personal data
- Description of technical and organisational security measures
- Details of transfers to third countries, including documentation of the transfer mechanism safeguards in place

5.5. The Academy will implement measures that meet the principles of data protection by design and data protection by default, such as:

- Data minimisation.
- Pseudonymisation.
- Transparency.
- Allowing individuals to monitor processing.
- Continuously creating and improving security features.

5.6. Data protection impact assessments will be used, where appropriate.

## **6. Data protection officer (DPO)**

6.1. A DPO will be appointed in order to:

- Inform and advise the Academy and its employees about their obligations to comply with the GDPR and other data protection laws.
- Monitor the Academy’s compliance with the GDPR and other laws, including managing internal data protection activities, advising on data protection impact assessments, conducting internal audits, and providing the required training to staff members.

6.2. An existing employee of the Trust has been appointed to the role of DPO. The current DPO is the Chief Financial Officer to the Trust. Each school will have an individual who is responsible for data protection within the school (nominated person).

6.3. The individual appointed as DPO will have professional experience and knowledge of data protection law.

- 6.4. The DPO will report to the CEO. The nominated person will report to the highest level of management at the school, which is the **Headteacher**.
- 6.5. The DPO will operate independently and will not be dismissed or penalised for performing their duties.

## 7. Lawful processing

- 7.1. The legal basis for processing data has been identified and documented prior to data being processed.
- 7.2. Under the GDPR, data will be lawfully processed under the following conditions:
  - The consent of the data subject has been obtained.
  - Processing is necessary for:
    - Compliance with a legal obligation.
    - The performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.
    - For the performance of a contract with the data subject or to take steps to enter into a contract.
    - Protecting the vital interests of a data subject or another person.
    - For the purposes of legitimate interests pursued by the controller or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject. (This condition is not available to processing undertaken by the Academy in the performance of its tasks.)
- 7.3. Sensitive data will only be processed under the following conditions:
  - Explicit consent of the data subject, unless reliance on consent is prohibited by EU or Member State law.
  - Processing carried out by a not-for-profit body with a political, philosophical, religious or trade union aim provided the processing relates only to members or former members (or those who have regular contact with it in connection with those purposes) and provided there is no disclosure to a third party without consent.
  - Processing relates to personal data manifestly made public by the data subject.
  - Processing is necessary for:
    - Carrying out obligations under employment, social security or social protection law, or a collective agreement.
    - Protecting the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent.
    - The establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity.
    - Reasons of substantial public interest on the basis of Union or Member State law which is proportionate to the aim pursued and which contains appropriate safeguards.
    - The purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of Union or Member State law or a contract with a health professional.
    - Reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of healthcare and of medicinal products or medical devices.

- Archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes in accordance with Article 89(1).

## 8. Consent

- 8.1. Consent must be a positive indication. It cannot be inferred from silence, inactivity or pre-ticked boxes.
- 8.2. Consent will only be accepted where it is freely given, specific, informed and an unambiguous indication of the individual's wishes.
- 8.3. Where consent is given, a record will be kept documenting how and when consent was given.
- 8.4. The Academy ensures that consent mechanisms meet the standards of the GDPR. Where the standard of consent cannot be met, an alternative legal basis for processing the data must be found, or the processing must cease.
- 8.5. Consent accepted under the DPA will be reviewed to ensure it meets the standards of the GDPR; however, acceptable consent obtained under the DPA will not be reobtained.
- 8.6. Consent can be withdrawn by the individual at any time.
- 8.7. Where a child is under the age of **13** the consent of parents will be sought prior to the processing of their data, except where the processing is related to preventative or counselling services offered directly to a child.

## 9. The right to be informed

- 9.1. The privacy notice supplied to individuals in regards to the processing of their personal data will be written in clear, plain language which is concise, transparent, easily accessible and free of charge.
- 9.2. If services are offered directly to a child, the Academy will ensure that the privacy notice is written in a clear, plain manner that the child will understand.
- 9.3. In relation to data obtained both directly from the data subject and not obtained directly from the data subject, the following information will be supplied within the privacy notice:
  - The identity and contact details of the controller (and where applicable, the controller's representative) and the DPO.
  - The purpose of, and the legal basis for, processing the data.
  - The legitimate interests of the controller or third party.
  - Any recipient or categories of recipients of the personal data.
  - Details of transfers to third countries and the safeguards in place.
  - The retention period of criteria used to determine the retention period.
  - The existence of the data subject's rights, including the right to:
    - Withdraw consent at any time.
    - Lodge a complaint with a supervisory authority.
  - The existence of automated decision making, including profiling, how decisions are made, the significance of the process and the consequences.
- 9.4. Where data is obtained directly from the data subject, information regarding whether the provision of personal data is part of a statutory or contractual requirement, as well as any possible consequences of failing to provide the personal data, will be provided.

- 9.5. Where data is not obtained directly from the data subject, information regarding the categories of personal data that the Academy holds, the source that the personal data originates from and whether it came from publicly accessible sources, will be provided.
- 9.6. For data obtained directly from the data subject, this information will be supplied at the time the data is obtained.
- 9.7. In relation to data that is not obtained directly from the data subject, this information will be supplied:
  - Within one month of having obtained the data.
  - If disclosure to another recipient is envisaged, at the latest, before the data are disclosed.
  - If the data are used to communicate with the individual, at the latest, when the first communication takes place.

## **10. The right of access**

- 10.1. Individuals have the right to obtain confirmation that their data is being processed.
- 10.2. Individuals have the right to submit a subject access request (SAR) to gain access to their personal data in order to verify the lawfulness of the processing.
- 10.3. The Academy will verify the identity of the person making the request before any information is supplied.
- 10.4. A copy of the information will be supplied to the individual free of charge; however, the Academy may impose a 'reasonable fee' to comply with requests for further copies of the same information.
- 10.5. Where a SAR has been made electronically, the information will be provided in a commonly used electronic format.
- 10.6. Where a request is manifestly unfounded, excessive or repetitive, a reasonable fee will be charged.
- 10.7. All fees will be based on the administrative cost of providing the information.
- 10.8. All requests will be responded to without delay and at the latest, within one month of receipt.
- 10.9. In the event of numerous or complex requests, the period of compliance will be extended by a further two months. The individual will be informed of this extension, and will receive an explanation of why the extension is necessary, within one month of the receipt of the request.
- 10.10. Where a request is manifestly unfounded or excessive, the Academy holds the right to refuse to respond to the request. The individual will be informed of this decision and the reasoning behind it, as well as their right to complain to the supervisory authority and to a judicial remedy, within one month of the refusal.
- 10.11. In the event that a large quantity of information is being processed about an individual, the Academy will ask the individual to specify the information the request is in relation to.

## **11. The right to rectification**

- 11.1. Individuals are entitled to have any inaccurate or incomplete personal data rectified.
- 11.2. Where the personal data in question has been disclosed to third parties, the Academy will inform them of the rectification where possible.

- 11.3. Where appropriate, the Academy will inform the individual about the third parties that the data has been disclosed to.
- 11.4. Requests for rectification will be responded to within one month; this will be extended by two months where the request for rectification is complex.
- 11.5. Where no action is being taken in response to a request for rectification, the Academy will explain the reason for this to the individual, and will inform them of their right to complain to the supervisory authority and to a judicial remedy.

## **12. The right to erasure**

- 12.1. Individuals hold the right to request the deletion or removal of personal data where there is no compelling reason for its continued processing.
- 12.2. Individuals have the right to erasure in the following circumstances:
  - Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed
  - When the individual withdraws their consent
  - When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing
  - The personal data was unlawfully processed
  - The personal data is required to be erased in order to comply with a legal obligation
  - The personal data is processed in relation to the offer of information society services to a child
- 12.3. The Academy has the right to refuse a request for erasure where the personal data is being processed for the following reasons:
  - To exercise the right of freedom of expression and information
  - To comply with a legal obligation for the performance of a public interest task or exercise of official authority
  - For public health purposes in the public interest
  - For archiving purposes in the public interest, scientific research, historical research or statistical purposes
  - The exercise or defence of legal claims
- 12.4. As a child may not fully understand the risks involved in the processing of data when consent is obtained, special attention will be given to existing situations where a child has given consent to processing and they later request erasure of the data, regardless of age at the time of the request.
- 12.5. Where personal data has been disclosed to third parties, they will be informed about the erasure of the personal data, unless it is impossible or involves disproportionate effort to do so.
- 12.6. Where personal data has been made public within an online environment, the Academy will inform other organisations who process the personal data to erase links to and copies of the personal data in question.

### **13. The right to restrict processing**

- 13.1. Individuals have the right to block or suppress the Academy's processing of personal data.
- 13.2. In the event that processing is restricted, the Academy will store the personal data, but not further process it, guaranteeing that just enough information about the individual has been retained to ensure that the restriction is respected in future.
- 13.3. The Academy will restrict the processing of personal data in the following circumstances:
  - Where an individual contests the accuracy of the personal data, processing will be restricted until the Academy has verified the accuracy of the data
  - Where an individual has objected to the processing and the Academy is considering whether their legitimate grounds override those of the individual
  - Where processing is unlawful and the individual opposes erasure and requests restriction instead
  - Where the Academy no longer needs the personal data but the individual requires the data to establish, exercise or defend a legal claim
- 13.4. If the personal data in question has been disclosed to third parties, the Academy will inform them about the restriction on the processing of the personal data, unless it is impossible or involves disproportionate effort to do so.
- 13.5. The Academy will inform individuals when a restriction on processing has been lifted.

### **14. The right to data portability**

- 14.1. Individuals have the right to obtain and reuse their personal data for their own purposes across different services.
- 14.2. Personal data can be easily moved, copied or transferred from one IT environment to another in a safe and secure manner, without hindrance to usability.
- 14.3. The right to data portability only applies in the following cases:
  - To personal data that an individual has provided to a controller
  - Where the processing is based on the individual's consent or for the performance of a contract
  - When processing is carried out by automated means
- 14.4. Personal data will be provided in a structured, commonly used and machine-readable form.
- 14.5. The Academy will provide the information free of charge.
- 14.6. Where feasible, data will be transmitted directly to another organisation at the request of the individual.
- 14.7. The Academy is not required to adopt or maintain processing systems which are technically compatible with other organisations.
- 14.8. In the event that the personal data concerns more than one individual, the Academy will consider whether providing the information would prejudice the rights of any other individual.
- 14.9. The Academy will respond to any requests for portability within one month.
- 14.10. Where the request is complex, or a number of requests have been received, the timeframe can be extended by two months, ensuring that the individual is informed of the extension and the reasoning behind it within one month of the receipt of the request.

- 14.11. Where no action is being taken in response to a request, the Academy will, without delay and at the latest within one month, explain to the individual the reason for this and will inform them of their right to complain to the supervisory authority and to a judicial remedy.

## **15. The right to object**

- 15.1. The Academy will inform individuals of their right to object at the first point of communication, and this information will be outlined in the privacy notice and explicitly brought to the attention of the data subject, ensuring that it is presented clearly and separately from any other information.
- 15.2. Individuals have the right to object to the following:
- Processing based on legitimate interests or the performance of a task in the public interest
  - Direct marketing
  - Processing for purposes of scientific or historical research and statistics.
- 15.3. Where personal data is processed for the performance of a legal task or legitimate interests:
- An individual's grounds for objecting must relate to his or her particular situation.
  - The Academy will stop processing the individual's personal data unless the processing is for the establishment, exercise or defence of legal claims, or, where the Academy can demonstrate compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the individual.
- 15.4. Where personal data is processed for direct marketing purposes:
- The Academy will stop processing personal data for direct marketing purposes as soon as an objection is received.
  - The Academy cannot refuse an individual's objection regarding data that is being processed for direct marketing purposes.
- 15.5. Where personal data is processed for research purposes:
- The individual must have grounds relating to their particular situation in order to exercise their right to object.
  - Where the processing of personal data is necessary for the performance of a public interest task, the Academy is not required to comply with an objection to the processing of the data.
- 15.6. Where the processing activity is outlined above, but is carried out online, the Academy will offer a method for individuals to object online.

## **16. Automated decision making and profiling**

- 16.1. Individuals have the right not to be subject to a decision when:
- It is based on automated processing, e.g. profiling.
  - It produces a legal effect or a similarly significant effect on the individual.
- 16.2. The Academy will take steps to ensure that individuals are able to obtain human intervention, express their point of view, and obtain an explanation of the decision and challenge it.
- 16.3. When automatically processing personal data for profiling purposes, the Academy will ensure that the appropriate safeguards are in place, including:



- Ensuring processing is fair and transparent by providing meaningful information about the logic involved, as well as the significance and the predicted impact.
- Using appropriate mathematical or statistical procedures.
- Implementing appropriate technical and organisational measures to enable inaccuracies to be corrected and minimise the risk of errors.
- Securing personal data in a way that is proportionate to the risk to the interests and rights of the individual and prevents discriminatory effects.

16.4. Automated decisions must not concern a child or be based on the processing of sensitive data, unless:

- The Academy has the explicit consent of the individual.
- The processing is necessary for reasons of substantial public interest on the basis of Union/Member State law.

## **17. Privacy by design and privacy impact assessments**

17.1. The Academy will act in accordance with the GDPR by adopting a privacy by design approach and implementing technical and organisational measures which demonstrate how the Academy has considered and integrated data protection into processing activities.

17.2. Data protection impact assessments (DPIAs) will be used to identify the most effective method of complying with the Academy's data protection obligations and meeting individuals' expectations of privacy.

17.3. DPIAs will allow the Academy to identify and resolve problems at an early stage, thus reducing associated costs and preventing damage from being caused to the Academy's reputation which might otherwise occur.

17.4. A DPIA will be carried out when using new technologies or when the processing is likely to result in a high risk to the rights and freedoms of individuals.

17.5. A DPIA will be used for more than one project, where necessary.

17.6. High risk processing includes, but is not limited to, the following:

- Systematic and extensive processing activities, such as profiling
- Large scale processing of special categories of data or personal data which is in relation to criminal convictions or offences
- The use of CCTV.

17.7. The Academy will ensure that all DPIAs include the following information:

- A description of the processing operations and the purposes
- An assessment of the necessity and proportionality of the processing in relation to the purpose
- An outline of the risks to individuals
- The measures implemented in order to address risk

17.8. Where a DPIA indicates high risk data processing, the Academy will consult the ICO to seek its opinion as to whether the processing operation complies with the GDPR.

## 18. Data breaches

- 18.1. The term 'personal data breach' refers to a breach of security which has led to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.
- 18.2. The **Headteacher** will ensure that all staff members are made aware of, and understand, what constitutes a data breach as part of their CPD training.
- 18.3. Where a breach is likely to result in a risk to the rights and freedoms of individuals, the relevant supervisory authority will be informed.
- 18.4. All notifiable breaches will be reported to the relevant supervisory authority within 72 hours of the Academy becoming aware of it.
- 18.5. The risk of the breach having a detrimental effect on the individual, and the need to notify the relevant supervisory authority, will be assessed on a case-by-case basis.
- 18.6. In the event that a breach is likely to result in a high risk to the rights and freedoms of an individual, the Academy will notify those concerned directly.
- 18.7. A 'high risk' breach means that the threshold for notifying the individual is higher than that for notifying the relevant supervisory authority.
- 18.8. In the event that a breach is sufficiently serious, the public will be notified without undue delay.
- 18.9. Effective and robust breach detection, investigation and internal reporting procedures are in place at the Academy, which facilitate decision-making in relation to whether the relevant supervisory authority or the public need to be notified.
- 18.10. Within a breach notification, the following information will be outlined:
  - The nature of the personal data breach, including the categories and approximate number of individuals and records concerned
  - The name and contact details of the DPO
  - An explanation of the likely consequences of the personal data breach
  - A description of the proposed measures to be taken to deal with the personal data breach
  - Where appropriate, a description of the measures taken to mitigate any possible adverse effects
- 18.11. Failure to report a breach when required to do so may result in a fine, as well as a fine for the breach itself.

## 19. Data security

- 19.1. Confidential paper records will be kept in a locked filing cabinet, drawer or safe with restricted access.
- 19.2. Confidential paper records will not be left unattended or in clear view anywhere with general access.
- 19.3. Digital data is coded, encrypted or password-protected, both on a local hard drive and on a network drive that is regularly backed up off-site.
- 19.4. Where data is saved on removable storage or a portable device, the device will be kept in a locked filing cabinet, drawer or safe when not in use.
- 19.5. Memory sticks will not be used to hold personal information unless they are password-protected and fully encrypted.

- 19.6. All electronic devices are password-protected to protect the information on the device in case of theft.
- 19.7. Where possible, the Academy enables electronic devices to allow the remote blocking or deletion of data in case of theft.
- 19.8. Staff, directors and Academy councillors will not use their personal laptops or computers for Academy purposes.
- 19.9. All necessary members of staff are provided with their own secure login and password, and every computer regularly prompts users to change their password.
- 19.10. Emails containing sensitive or confidential information are password-protected if there are unsecure servers between the sender and the recipient.
- 19.11. Circular emails to parents are sent blind carbon copy (bcc), so email addresses are not disclosed to other recipients.
- 19.12. When sending confidential information by fax, staff will always check that the recipient is correct before sending.
- 19.13. Where personal information that could be considered private or confidential is taken off the premises, either in electronic or paper format, staff will take extra care to follow the same procedures for security, e.g. keeping devices under lock and key. The person taking the information from the Academy premises accepts full responsibility for the security of the data.
- 19.14. Before sharing data, all staff members will ensure:
  - They are allowed to share it.
  - That adequate security is in place to protect it.
  - Who will receive the data has been outlined in a privacy notice.
- 19.15. Under no circumstances are visitors allowed access to confidential or personal information. Visitors to areas of the Academy containing sensitive information are supervised at all times.
- 19.16. The physical security of the Academy's buildings and storage systems, and access to them, is reviewed on a termly basis. If an increased risk in vandalism/burglary/theft is identified, extra measures to secure data storage will be put in place.
- 19.17. The Trust takes its duties under the GDPR seriously and any unauthorised disclosure may result in disciplinary action.
- 19.18. The Trust is responsible for ensuring continuity and recovery measures are in place to ensure the security of protected data.

## **20. Publication of information**

- 20.1. Classes of information that will be made routinely available include:
  - Policies and procedures
  - Minutes of meetings
  - Annual reports
  - Financial information
- 20.2. Classes of information specified above are made available quickly and easily on request.
- 20.3. Neither the Trust nor the Academy will publish any personal information, including photos, on their websites without the permission of the affected individual.

- 20.4. When uploading information to the Academy website, staff are considerate of any metadata or deletions which could be accessed in documents and images on the site.

## **21. CCTV and photography**

- 21.1. The Academy understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles and the CCTV and surveillance policy.
- 21.2. The Academy notifies all pupils, staff and visitors of the purpose for collecting CCTV images via notice boards, letters and email.
- 21.3. Cameras are only placed where they do not intrude on anyone's privacy and are necessary to fulfil their purpose.
- 21.4. All CCTV footage will be kept for a reasonable period of time for security purposes; the SBM is responsible for keeping the records secure and allowing access.
- 21.5. The Academy will always indicate its intentions for taking photographs of pupils and will retrieve permission before publishing them.
- 21.6. If the Academy wishes to use images/video footage of pupils in a publication, such as the Academy website, prospectus, or recordings of Academy plays, written permission will be sought for the particular usage from the parent of the pupil.
- 21.7. Precautions are taken when publishing photographs of pupils, in print, video or on the Academy website.
- 21.8. Images captured by individuals for recreational/personal purposes, and videos made by parents for family use, are exempt from the GDPR.

## **22. Data retention**

- 22.1. Data will not be kept for longer than is necessary.
- 22.2. Unrequired data will be deleted as soon as practicable.
- 22.3. Some educational records relating to former pupils or employees of the Academy may be kept for an extended period for legal reasons, but also to enable the provision of references or academic transcripts.
- 22.4. Paper documents will be shredded or pulped, and electronic memories scrubbed clean or destroyed, once the data should no longer be retained.

## **23. DBS data**

- 23.1. All data provided by the DBS will be handled in line with data protection legislation; this includes electronic communication.
- 23.2. Data provided by the DBS will never be duplicated.
- 23.3. Any third parties who access DBS information will be made aware of the data protection legislation, as well as their responsibilities as a data handler.

## 5.2. CCTV and Monitoring Policy

### 1. Legal framework

1.1. This policy has due regard to legislation including, but not limited to, the following:

- The Data Protection Act 2018
- The Regulation of Investigatory Powers Act 2000
- The Protection of Freedoms Act 2012
- The General Data Protection Regulation
- The Freedom of Information Act 2000
- The Education (Pupil Information) (England) Regulations 2005 (as amended in 2016)
- The Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004
- The School Standards and Framework Act 1998
- The Children Act 1989
- The Children Act 2004
- The Equality Act 2010

1.2. This policy has been created with regard to the following statutory and non-statutory guidance:

- Home Office (2013) 'The Surveillance Camera Code of Practice'
- ICO (2017) 'Overview of the General Data Protection Regulation (GDPR)'
- ICO (2017) 'Preparing for the General Data Protection Regulation (GDPR) 12 steps to take now'
- ICO (2017) 'In the picture: A data protection code of practice for surveillance cameras and personal information'

1.3. This policy operates in conjunction with the GDPR Data Protection Policy.

1.4. The Data Protection Act 2018 and GDPR do not prevent the sharing of information for the purposes of keeping children safe in education. Fears about sharing information must not be allowed to stand in the way of the need to promote the welfare and protect the safety of children.

### 2. Definitions

For the purpose of this policy a set of definitions will be outlined, in accordance with the surveillance code of conduct:

**Surveillance** – monitoring the movements and behaviour of individuals; this can include video, audio or live footage. For the purpose of this policy only video and audio footage will be applicable.

**Overt surveillance** – any use of surveillance for which authority does not fall under the Regulation of Investigatory Powers Act 2000.

**Covert surveillance** – any use of surveillance which is intentionally not shared with the subjects it is recording. Subjects will not be informed of such surveillance.

The Trust does not normally use covert surveillance for the monitoring the Academy staff, pupils and/or volunteers. Covert surveillance will only be operable in exceptional circumstances and in compliance with the Data Protection Policy and in accordance with the Data Protection Act 2018.

Any overt surveillance footage will be clearly signposted around the Academy.

### 3. Roles and responsibilities

The role of the data protection officer (DPO) includes:

Dealing with freedom of information requests and subject access requests (SAR) in line with legislation, including the Freedom of Information Act 2000.

Ensuring that all data controllers at the Academy handle and process surveillance and CCTV footage in accordance with data protection legislation.

Ensuring that surveillance and CCTV footage is obtained in line with legal requirements.

Ensuring consent is clear, positive and unambiguous. Pre-ticked boxes and answers inferred from silence are non-compliant with the GDPR.

Ensuring that surveillance and CCTV footage is destroyed in line with legal requirements when it falls outside of its retention period.

Keeping comprehensive and accurate records of all data processing activities, including surveillance and CCTV footage, detailing the purpose of the activity and making these records public upon request.

Informing data subjects of how their data captured in surveillance and CCTV footage will be used by the Academy, their rights for the data to be destroyed and the measures implemented by the Academy to protect individuals' personal information.

Preparing reports and management information on the Academy's level of risk related to data protection and processing performance.

Reporting to the highest management level of the Academy, e.g. the governing board.

Abiding by confidentiality requirements in relation to the duties undertaken while in the role.

Monitoring the performance of the Academy's data protection impact assessment (DPIA) and providing advice where requested.

Presenting reports regarding data processing at the Academy to senior leaders and the governing board.

The Trust, as the corporate body, is the data controller. The Trust therefore has overall responsibility for ensuring that records are maintained, including security and access arrangements in accordance with regulations.

The Data Protection Officer deals with the day-to-day matters relating to data protection and thus, for the benefit of this policy will act as the data controller.

The role of the data controller includes:

Processing surveillance and CCTV footage legally and fairly.

Collecting surveillance and CCTV footage for legitimate reasons and ensuring that it is used accordingly.

Collecting surveillance and CCTV footage that is relevant, adequate and not excessive in relation to the reason for its collection.

Ensuring that any surveillance and CCTV footage identifying an individual is not kept for longer than is necessary.

Protecting footage containing personal data against accidental, unlawful destruction, alteration and disclosure – especially when processing over networks.

The role of the headteacher includes:

Liaising with the DPO to decide where CCTV is needed to justify its means.

Conferring with the DPO with regard to the lawful processing of the surveillance and CCTV footage.

Reviewing this Policy to ensure it is compliant with current legislation.

Monitoring legislation to ensure the Academy is using surveillance fairly and lawfully.

Communicating any changes to legislation with all members of staff.

#### **4. Purpose and justification**

The Trust will only use surveillance cameras for the safety and security of the academies within the Trust and its staff, pupils and visitors.

Surveillance will be used to protect health and safety and as a deterrent for violent behaviour and damage to the Academy or its staff or pupils.

The Academy will only conduct surveillance as a deterrent. Under no circumstances will the surveillance and the CCTV cameras be present in school classrooms, toilets or any changing facility.

If the surveillance and CCTV systems fulfil their purpose and are no longer required the Academy will deactivate them.

## **5. The data protection principles**

Data collected from surveillance and CCTV will be:

Processed lawfully, fairly and in a transparent manner in relation to individuals.

Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.

Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

Accurate and, where necessary, kept up-to-date; every reasonable step will be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.

Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods, insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals.

Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

## **6. Objectives**

The surveillance system will be used to:

Maintain a safe environment.

Ensure the welfare of pupils, staff and visitors.

Deter criminal acts against persons and property.

Assist the police in identifying persons who have committed an offence.

## **7. Protocols**

The surveillance system will be registered with the ICO in line with data protection legislation.

The surveillance system is a closed digital system which does not record audio.

Warning signs have been placed throughout the premises where the surveillance system is active, as mandated by the ICO's Code of Practice.

The surveillance system has been designed for maximum effectiveness and efficiency; however, the Academy cannot guarantee that every incident will be detected or covered and 'blind spots' may exist.

The surveillance system will not be trained on individuals unless an immediate response to an incident is required.

The surveillance system will not be trained on private vehicles or property outside the perimeter of the Academy.

## **8. Security**

Access to the surveillance system, software and data will be strictly limited to authorised operators and will be password protected.

The Academy's authorised CCTV system operators are available upon request.

The main control facility is kept secure and locked when not in use.

If, in exceptional circumstances, covert surveillance is planned, or has taken place, copies of the Home Office's authorisation forms will be completed and retained.

Surveillance and CCTV systems will be tested for security flaws once a term to ensure that they are being properly maintained at all times.

Surveillance and CCTV systems will not be intrusive.

The DPO and headteacher will decide when to record footage, e.g. a continuous loop outside the academy grounds to deter intruders.

Any unnecessary footage captured will be retained no longer than is reasonably necessary.

## **9. Privacy by design**

The use of surveillance cameras and CCTV will be critically analysed using a DPIA, in consultation with the DPO.

A DPIA will be carried out prior to the installation of any surveillance and CCTV system.

If the DPIA reveals any potential security risks or other data protection issues, the Academy will ensure they have provisions in place to overcome these issues.

Where the Academy identifies a high risk to an individual's interests, and it cannot be overcome, the Academy will consult the ICO before they use CCTV, and the Academy will act on the ICO's advice.

The Academy will ensure that the installation of the surveillance and CCTV systems will always justify its means.

If the use of a surveillance and CCTV system is too privacy intrusive, the Academy will seek alternative provision.

## **10. Code of practice**

The Academy understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles.

The Academy notifies all pupils, staff and visitors of the purpose for collecting surveillance data via notice boards, letters and emails.

CCTV cameras are placed where they do not unreasonably intrude on anyone's privacy and are necessary to fulfil their purpose.

Surveillance footage will be kept no longer than is reasonably necessary; the headteacher and the data controller are responsible for keeping the records secure and allowing access.

The Academy has a surveillance system for the purpose of the prevention and detection of crime and the promotion of the health, safety and welfare of staff, pupils and visitors.

The surveillance and CCTV system is owned by the Academy and images from the system are strictly controlled and monitored by authorised personnel only.

The Academy will ensure that the surveillance and CCTV system is used to create a safer environment for staff, pupils and visitors to the Academy, and to ensure that its operation is consistent with the obligations outlined in data protection legislation. The policy is available from the Academy's website.

The surveillance and CCTV system will:

Be designed to take into account its effect on individuals and their privacy and personal data.

Be transparent and include a contact point, the DPO, through which people can access information and submit complaints.

Have clear responsibility and accountability procedures for images and information collected, held and used.

Have defined policies and procedures in place which are communicated throughout the Academy.

Only keep images and information for as long as reasonably required.



Restrict access to retained images and information with clear rules on who can gain access.

Consider all operational, technical and competency standards, relevant to the surveillance and CCTV system and its purpose, and work to meet and maintain those standards in accordance with the law.

Be subject to stringent security measures to safeguard against unauthorised access.

Be regularly reviewed and audited to ensure that policies and standards are maintained.

Only be used for the purposes for which it is intended, including supporting public safety, the protection of pupils, staff and volunteers, and law enforcement.

Be accurate and well maintained to ensure information is up-to-date.

## 11. Access

Under the GDPR, individuals have the right to obtain confirmation that their personal information is being processed.

All disks or storage containing images belong to, and remain the property of, the Trust.

Individuals have the right to submit an SAR to gain access to their personal data in order to verify the lawfulness of the processing.

The Academy will verify the identity of the person making the request before any information is supplied.

A copy of the information will be supplied to the individual free of charge; however, the Academy may impose a 'reasonable fee' to comply with requests for further copies of the same information.

Where an SAR has been made electronically, the information will be provided in a commonly used electronic format.

Requests by persons outside the Academy for viewing or copying disks, or obtaining digital recordings, will be assessed by the headteacher, who will consult the DPO, on a case-by-case basis with close regard to data protection and freedom of information legislation.

Where a request is manifestly unfounded, excessive or repetitive, a reasonable fee will be charged.

All fees will be based on the administrative cost of providing the information.

All requests will be responded to without delay and usually within one month of receipt.

In the event of numerous or complex requests, the period of compliance will be extended by a further two months. The individual will be informed of this extension, and will receive an explanation of why the extension is necessary, within one month of the receipt of the request.

Where a request is manifestly unfounded or excessive, the Academy holds the right to refuse to respond to the request. The individual will be informed of this decision and the reasoning behind it, as well as their right to complain to the ICO and to a judicial remedy, within one month of the refusal.

In the event that a large quantity of information is being processed about an individual, the Academy will ask the individual to specify the information the request is in relation to.

It is important that access to, and disclosure of, the images recorded by surveillance and CCTV footage is restricted and carefully controlled, not only to ensure that the rights of individuals are preserved, but also to ensure that the chain of evidence remains intact, should the images be required for evidential purposes.

Releasing the recorded images to third parties will be permitted only in the following limited and prescribed circumstances, and to the extent required or permitted by law:

The police – where the images recorded would assist in a specific criminal inquiry

Prosecution agencies – such as the Crown Prosecution Service (CPS)

Relevant legal representatives – such as lawyers and barristers

Persons who have been recorded and whose images have been retained where disclosure is required by virtue of data protection legislation and the Freedom of Information Act 2000

Requests for access or disclosure will be recorded and the headteacher will make the final decision as to whether recorded images may be released to persons other than the police.

## 12. **Monitoring and review**

This policy will be monitored and reviewed on an annual basis by the DPO and the Trust.

### **5.3. Biometric Data Policy**

#### **1. This policy**

The Trust is committed to protecting the personal data of all its pupils and staff, this includes any biometric data we collect and process.

The Trust may collect and process biometric data in accordance with relevant legislation and guidance to ensure the data and the rights of individuals are protected.

This policy outlines the procedures the trust follows when collecting and processing biometric data.

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

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

This policy has due regard to all relevant legislation and guidance including, but not limited to the Protection of Freedoms Act 2012; Data Protection Act 2018; General Data Protection Regulation (GDPR); DfE (2018) *'Protection of biometric information of children in academy's and colleges'* and the Trust's Data Protection Policy.

#### **2. Definitions**

The following definitions apply in this policy:

"Biometric data": Personal information about an individual's physical or behavioural characteristics that can be used to identify that person, including their fingerprints, facial shape, retina and iris patterns, and hand measurements.

"Automated biometric recognition system": A system which measures an individual's physical or behavioural characteristics by using equipment that operates 'automatically' (i.e. electronically). Information from the individual is automatically compared with biometric information stored in the system to see if there is a match in order to recognise or identify the individual.

"Processing biometric data": Processing biometric data includes obtaining, recording or holding the data or carrying out any operation on the data including disclosing it, deleting it, organising it or altering it. An automated biometric recognition system processes data when:

Recording pupils/staff biometric data, e.g. taking measurements from a fingerprint via a fingerprint scanner.

Storing pupils/staff biometric information on a database.

Using pupils/staff biometric data as part of an electronic process, e.g. by comparing it with biometric information stored on a database to identify or recognise pupils.

"Special category data": Personal data which the GDPR says is more sensitive, and so needs more protection – where biometric data is used for identification purposes, it is considered special category data.

The Trust processes all personal data, including biometric data, in accordance with the key principles set out in the GDPR.

#### **3. General Principles**

The Trust will ensure biometric data is:

Processed lawfully, fairly and in a transparent manner.

Only collected for specified, explicit and legitimate purposes, and not further processed in a manner that is incompatible with those purposes.

Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

Accurate and, where necessary, kept up-to-date, and that reasonable steps are taken to ensure inaccurate information is rectified or erased.

Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.

Processed in a manner that ensures appropriate security of the information, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

#### **4. Data Protection Impact Assessment**

Prior to processing biometric data or implementing a system that involves processing biometric data, a Data Protection Impact Assessment (DPIA) will be carried out, which will:

Describe the nature, scope, context and purposes of the processing.

Assess necessity, proportionality and compliance measures.

Identify and assess risks to individuals.

Identify any additional measures to mitigate those risks.

When assessing levels of risk, the likelihood and the severity of any impact on individuals will be considered.

If a high risk is identified that cannot be mitigated, the DPO will consult the Information Commissioner's Officer (ICO) before the processing of the biometric data begins. The Trust will adhere to any advice from the ICO.

#### **5. Consent**

Please note that the obligation to obtain consent for the processing of biometric information of individuals under the age of 18 is not imposed by the Data Protection Act 2018 or the GDPR. Instead, the consent requirements for biometric information is imposed by section 26 of the Protection of Freedoms Act 2012.

Where the Trust uses pupil and staff biometric data as part of an automated biometric recognition system (e.g. using pupils' fingerprints to receive school lunch meals instead of paying with cash), the Trust will comply with the requirements of the Protection of Freedoms Act 2012.

In respect of pupils, written consent will be sought from at least one parent with parental responsibility for the pupil before the Trust collects or uses a pupil's biometric data.

The Trust will not process the biometric data of an individual under the age of 18 in the following circumstances:

They (verbally or non-verbally) object or refuse to participate in the processing of their biometric data;

No parent or carer has consented in writing to the processing;

A parent has objected in writing to such processing, even if another parent has given written consent.

Individuals (or their parents if under 18) can object to participation in the Trust's biometric system(s) or withdraw their consent at any time. Where this happens, any biometric data relating to the pupil that has already been captured will be deleted.

Where a pupil objects or refuses to participate, or to continue to participate, in activities that involve the processing of their biometric data, the trust will ensure that the pupil's biometric data is not taken or used as part of a biometric recognition system, irrespective of any consent given by the pupil's parent(s).

Where staff members or other adults use the trust's biometric system(s), consent will be obtained from them before they use the system. Staff and other adults can object to taking part in the trust's biometric system(s) and can withdraw their consent at any time. Where this happens, any biometric data relating to the individual that has already been captured will be deleted.

Where an individual object to taking part in the trust's biometric system(s), reasonable alternative arrangements will be provided that allow the individual to access the relevant service, e.g. where a biometric system uses pupil's fingerprints to pay for Academy meals, the pupil will be able to use cash for the transaction instead. Alternative arrangements will not put the individual at any disadvantage or create difficulty in accessing the relevant service or result in any additional burden being placed on the individual (and the pupil's parents, where relevant).

## 6. **Further information**

Department for Education's 'Protection of Biometric Information of Children in Schools – <https://www.gov.uk/government/publications/protection-of-biometric-information-ofchildren-in-schools>

ICO guidance on data protection for education establishments - <https://ico.org.uk/for-organisations/in-your-sector/education/>