



# Multi-Academy Trust Employment Manual

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## The Athelstan Trust

September 2015

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## Introduction

- 1 **Purpose:** This Employment Manual sets out the Trust's rules, policies and procedures affecting members of staff and also provides information about some of your statutory entitlements. You should make yourself familiar with the contents. You should act in conformity with the Employment Manual in carrying out your responsibilities.
- 2 **Changes:** From time to time the Trust may need to make changes to the Employment Manual. You will be notified in writing of any changes.
- 3 **Status:** Unless otherwise indicated, the contents of this Employment Manual do not form part of your contract of employment. Where the policy or procedure reflects your statutory entitlements (such as the paternity leave and pay policy), the Trust will comply with the statutory entitlements in force at the relevant time.
- 4 **Queries:** If you have any queries about your contract of employment or this Employment Manual, please contact the Company Secretary.

## Roles and responsibilities

- 1 **Definitions:** within this Manual the terms below should be understood to mean;
  - 1.1 **Trust** means The Athelstan Trust (being the charitable company limited by guarantee registered number 07699625).
  - 1.2 **Director(s)** means a director of the Board of the Trust
  - 1.3 **Chief Executive Officer** means the Chief Executive Officer of the Trust.
  - 1.4 **Chief Financial Officer** means the Chief Financial Officer of the Trust
  - 1.5 **Company Secretary** means the Company Secretary of the Trust.
  - 1.6 **Academy** means each and every academy which is operated by the Trust as part of the multi-academy trust.
  - 1.7 **Local Governing Body** means a committee of the Board of Directors constituted to advise the Directors in respect of a particular academy.
  - 1.8 **Local Governor** means a member of the Local Governing Body.
  - 1.9 **Employees** means all staff who are employed by the Trust.
  - 1.10 **Headteacher/Head** means the Headteacher at each Academy.
- 2 **Responsibility for the Employment Manual**
  - 2.1 The Directors have ultimate responsibility for the policies within this Employment Manual and ensuring that they are legally compliant. The Directors may delegate responsibility for the review and preparation of the policies for approval by the Directors.
  - 2.2 Local Governing Bodies are expected to adopt this Manual for use in each Academy, to ensure that it is implemented effectively, and keep it updated on an annual basis or as required from time to time by the Directors.
  - 2.3 The Company Secretary is responsible for the day to day management of the Employment Manual and recommending any updates to the Directors.
  - 2.4 The Chief Executive Officer, together with the Headteachers must implement and adhere to the policies within this Manual.
  - 2.5 This Employment Manual shall apply to all Employees, who are expected to familiarise themselves with its terms.
- 3 **Management of employment matters**
  - 3.1 The Headteacher shall be responsible for managing performance of all staff at the Academy of which they are Head in accordance with policies within the Manual (which shall include grievance, disciplinary, capability, appraisal). The Headteacher may delegate responsibility to an appropriate senior member of staff.

- 3.2 Appeals of employment matters against decisions made by the Headteacher at an Academy (or their delegate) will usually be heard by the Chief Executive Officer, or a panel of up to three members of the Local Governing Body.
- 3.3 The management of Headteachers (including any disciplinary, capability, grievance and appraisal) shall usually be undertaken by the Chief Executive Officer (who may delegate responsibility to a suitable alternative senior member of staff).
- 3.4 Appeals brought by Headteachers shall normally be heard by the Chief Executive Officer or a panel of up to three Directors.
- 3.5 The Chief Executive Officer shall be responsible for the management of staff who are not employed at a particular Academy. The Chief Executive Officer may delegate responsibility to an appropriate senior member of staff.
- 3.6 Appeals brought by staff who are not employed at an Academy will normally be heard by the Chief Executive Officer or a senior member of staff or a panel of up to three Directors.

#### **4 Notification and Reporting**

- 4.1 Headteachers are required to notify the Chief Executive Officer on receipt of a grievance, or whistleblowing complaint by the Academy and prior to instigating the capability or disciplinary procedure.
- 4.2 Headteachers are required to notify the Chief Executive Officer of the fact and outcome of any capability, disciplinary, or grievance process and where appropriate the nature of the matter. Such a report should be made within a month of completion of the relevant process and will usually be on an anonymised basis. The Chief Executive Officer will include any such notifications in regular reports to the Board of Directors.
- 4.3 The Chief Executive Officer, in conjunction with the Chief Financial Officer, will report to the Directors on the number, outcome and (where appropriate) nature of any capability, disciplinary and grievance matters, to enable the Directors to manage risk, through monitoring and identifying trends, undertaking equality impact assessments, assessing the efficacy of the policies and identifying any professional development needs.

#### **5 Training**

- 5.1 The Chief Executive Officer has overall responsibility for ensuring that all staff have appropriate training on the policies within the Manual including as part of an induction for new staff joining the Trust. The Chief Executive Officer shall delegate this responsibility as necessary.

## Equal opportunities policy

### Purpose of the policy

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

### To whom does this policy apply?

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

### Personnel responsible

- 4 **Overall responsibility:** The Chief Executive Officer and the Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework prohibiting discrimination. The Chief Executive Officer and the Directors have delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Company Secretary.
- 5 **Management:** Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the Trust with regard to equal opportunities.
- 6 **Questions about this policy:** All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the Company Secretary.

### Forms of discrimination

- 7 **Types:** Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- 8 **Direct discrimination:** Direct discrimination occurs where:

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

### Recruitment and selection

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

### Staff training and promotion and conditions of service

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

### Disability discrimination

- 14 **Informing the Trust:** If you are disabled, or become disabled in the course of your employment, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible and to ensure that you are not treated less favourably because of something related to your disability.

- 15 **Reasonable adjustments:** You may also wish to advise your Line Manager of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. This may involve the provision of an additional piece of equipment or assistance in helping you to perform your work. Your Line Manager may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.
- 16 **Physical features:** The Trust will monitor the physical features of its premises to consider whether it can make any changes to help remove disadvantages which these may create for disabled users. Where possible and proportionate, the Trust will take steps to improve access for disabled users of the premises.

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

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

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

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

#### **Agency workers**

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

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

- 20 **Complaints:** If you believe that you may have been disadvantaged because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's grievance procedure. If you believe that you may have been harassed because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's Dignity at Work policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure.
- 21 **False allegations:** These procedures apply during and after termination of your employment. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy which are found to have been made in bad faith will, however, be dealt with under the disciplinary procedure.

- 22     **Disciplinary action:** If, after investigation, you are proven to have engaged in any unwanted conduct because of a Protected Characteristic, or otherwise acted in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The Trust will always take a strict approach to serious breaches of this policy.

## Dignity at work policy

### Introduction

- 1 **Purpose:** The purpose of this policy is to ensure that all employees of the Trust are treated with dignity and respect and are free from harassment, intimidation or other forms of bullying at work.
- 2 **Breach:** Breach of this policy will be dealt with under our disciplinary and dismissal procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

### Legal framework and personnel

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

### What are harassment and bullying?

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

- 7.2 A person engages in sexual conduct which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee.
- 7.3 A person engages in conduct of a sexual nature or that relates to gender reassignment or sex which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee and because of the employee's rejection of or submission to that person's conduct, the person treats the employee less favourably than they would have treated the employee if the employee had not rejected or submitted to the conduct.

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

9 **Examples of harassment:** Examples of harassment might include:

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

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

10 **Definition of bullying:** Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague. Bullying does not include legitimate and constructive criticism of your performance or behaviour, an occasionally raised voice, or an argument. Examples of

bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings / communications.

- 11 **Conduct outside the workplace:** This policy covers harassment or bullying which occurs both in the workplace itself, cyber-bullying and in settings outside the workplace, such as school trips, events or social functions organised for or on behalf of the Trust or the Academies and on or off Academy premises.
- 12 **Harassment by third parties:** This policy applies to acts of harassment which occur in the course of your employment even if carried out by individuals who are not employees of the Trust. You should not be subjected to harassment by third parties. You should immediately report any instances of harassment by third parties to your Headteacher.

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

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

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

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

bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

#### **Formal procedure: investigation**

- 20 **Conduct of investigation:** Complaints will be managed in a timely and confidential manner via an independent investigation to establish the details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. At the outset, either the Headteacher will investigate the complaint or will approach an individual with no prior involvement in the complaint to carry out an investigation. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.
- 21 **Arrangements during the investigation:** Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, suspended on full pay or whether reporting lines should be altered pending the outcome of the investigation.
- 22 **Meeting:** As part of the investigation, the person investigating the complaint will meet with you to hear your account of the events leading to your complaint. You may be accompanied by a colleague or a trade union official of your choice. The person investigating will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of his / her choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 23 **Conclusion:** At the conclusion of the investigation, the person investigating will prepare a report. You and the alleged harasser will be provided with a copy of the report together with any findings. You will be informed of your rights of appeal.
- 24 **Disciplinary sanctions:** If it is found that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under the Trust's disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

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

- 25 **Appeal procedure:** If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within five working days of being notified of the outcome. If you need more time to appeal, you should notify your Headteacher within the five day period. You should submit your full written grounds of appeal to your Headteacher. Arrangements will then be made for your appeal to be heard by a panel of one or more Directors and/or Local Governors at an appeal meeting. You may be accompanied by a colleague or a trade union official of your choice. You will be notified of the outcome of the appeal within seven days of this meeting. This is the final stage of the formal procedure.

## General

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

## Procedure following termination of employment

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

## Code of conduct for Staff

### Purpose and application

- 1 **Purpose:** Relationships with fellow Staff, employees, governors, directors, contractors, visitors, volunteers, pupils and their parents, guardians or carers should be reasonable and mutually respectful at all times. This Code has been formulated in order to maintain this balance. This Code takes into account Disqualification Under the Childcare Act 2006 (February 2015), Working together to Safeguard Children (March 2015), What to do if you're worried a child is being abused, March 2015 together with *Keeping children safe in education* (March 2015) (collectively referred to in this Code as the **Guidance**) and the Trust's Child Protection and Safeguarding Policy and Procedures.
- 2 The purpose of the Code is to:
  - 2.1 confirm and reinforce the professional responsibilities of all Staff;
  - 2.2 clarify the legal position in relation to sensitive aspects of Staff / pupil relationships and communication including the use of social media;
  - 2.3 set out the expectations of standards and behaviour to be maintained within the Academy; and
  - 2.4 to help adults establish safe practices and reduce the risk of false accusations or improper conduct.
- 3 **Application:** The Code of Conduct (**Code**) applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, Directors, contractors, students and volunteers.
- 4 **Your duty:** It is the contractual duty of every member of Staff to observe the rules and obligations in this Code. You should also follow the Guidance unless there is a good reason not to follow it in a particular case. The Trust also has a duty of care to its Staff, parents, guardians or carers and pupils and the implementation of the practices in this Code will help to discharge that duty.
- 5 **Wrongdoing:** All staff are required to report their own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of staff to the Headteacher. The Trust operates a Whistleblowing Policy which is contained within this Employment Manual.
- 6 **Application with other policies:** The Code should be read in conjunction with the Trust's Child Protection and Safeguarding Policy and Procedures and Whistleblowing Policy.

### Guiding principles

- 7 **Principles for all Staff**
  - 7.1 All Staff should put the wellbeing, development and progress of all pupils first by:
    - 7.1.1 taking all reasonable steps to ensure the safety and wellbeing of pupils under their supervision;
    - 7.1.2 using professional expertise and judgment for the best interests of pupils in their care;

- 7.1.3 demonstrating self awareness and taking responsibility for their own actions and for providing help and support to pupils;
  - 7.1.4 raising concerns about the practices of teachers or other professionals where these may have a negative impact on pupils' learning or progress, or may put pupils at risk;
  - 7.1.5 being familiar with the Trust's Child Protection and Safeguarding Policy and Procedures;
  - 7.1.6 knowing the role, identity and contact details of the current Designated Safeguarding Lead and their Deputy; and
  - 7.1.7 being aware that they are in a position of trust (i.e. the adult is in a position of power or influence over the pupil due to his or her work); that the relationship is not a relationship between equals and that this position must never be used to intimidate, bully, humiliate, coerce or threaten pupils.
- 7.2 All Staff should demonstrate respect for diversity and take steps to promote equality by:
- 7.2.1 acting appropriately and in accordance with this Code of Conduct, towards all pupils, parents, guardians or carers and colleagues;
  - 7.2.2 complying with the Trust's anti-bullying, Equal Opportunities and Dignity at Work policies and this Code of Conduct;
  - 7.2.3 addressing issues of discrimination and bullying whenever they arise; and
  - 7.2.4 helping to create a fair and inclusive environment.
- 7.3 All Staff should work as part of a unified Staff body by:
- 7.3.1 developing productive and supportive relationships with colleagues;
  - 7.3.2 exercising any management responsibilities in a respectful, inclusive and fair manner;
  - 7.3.3 complying with all Trust and Academy policies and procedures;
  - 7.3.4 participating in the Academy's development and improvement activities;
  - 7.3.5 recognising the role of the Trust and the Academies in the life of their respective local communities; and
  - 7.3.6 upholding the reputation of the Trust and its Academies and their standing within their respective local communities and building trust and confidence in them.

## **8 Additional principles for teachers**

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

- 8.1.1 meeting the professional standards for teaching applicable to their role and position within the Academy;
- 8.1.2 reflecting on their current practice and seeking out opportunities to develop knowledge, understanding and skills;
- 8.1.3 helping pupils to become confident and successful learners; and
- 8.1.4 establishing productive relationships with parents, guardians or carers by:
  - (a) providing accessible and accurate information about their child's progress;
  - (b) involving them in important decisions about their child's education; and
  - (c) complying with this Code.
- 8.2 Teachers should maintain public trust and confidence in the Trust and its Academies by:
  - 8.2.1 demonstrating honesty and integrity;
  - 8.2.2 understanding and upholding their duty to safeguard the welfare of children and young people;
  - 8.2.3 maintaining reasonable standards of behaviour whether inside or outside of normal school hours and whether on or off the Trust or Academy's site; and
  - 8.2.4 maintaining an effective learning environment.

### **Guidance on Staff / pupil relationships**

- 9 **Application:** Allegations of unprofessional conduct or improper contact or words can arise at any time. Professionalism and vigilance are required so as to ensure the safety of children in our care, and to reduce the risk of an allegation of impropriety against a member of Staff. This guidance applies to all Staff.
- 10 **Sexual contact:** Staff must not:
  - 10.1 have any type of sexual relationship with a pupil or pupils;
  - 10.2 have sexually suggestive or provocative communications with a pupil;
  - 10.3 make sexual remarks to or about a pupil; and
  - 10.4 discuss their own sexual relationships in the presence of pupils.
- 11 **Abuse of a position of trust and Inappropriate relationships with pupils:** Sexual relationships or contact with any pupils, or encouraging a relationship to develop in a way which might lead to a sexual relationship or any relationship just considered inappropriate with any pupil at the Academy is a grave breach of trust that will usually lead to disciplinary action and may also lead to criminal prosecution. It is the criminal offence of an abuse of a position of trust to have any sexual relationship with any school pupil under the age of 18,

and whilst not a criminal offence, it is a breach of this Code to have a sexual relationship with any pupil of the Academy, even if over the age of 18.

- 12 **Inappropriate relationships with pupils at another school:** Forming relationships with children or young people who are pupils or students at another school if they are under 16 but may also be a criminal offence if under the age of 18 and will be regarded as gross misconduct. Such behaviour tends to bring the Academy into disrepute and gives rise to concern that the Staff involved cannot be trusted to maintain professional boundaries with pupils and students at the Academy. Whilst not a criminal offence, the Academy considers it inappropriate for Staff to form inappropriate relationships with a pupil of any school, irrespective of their age.
- 13 **General guidance:** You should be aware of the general guidance that will apply in all cases. In particular you:
- 13.1 need to exercise professional judgment but always act within the spirit of these guidelines. If you are involved in a situation where no specific guidance exists, you should discuss the circumstances with the Designated Safeguarding Lead. A written record should be kept that includes justification for any action taken;
  - 13.2 must be familiar with procedures for handling allegations against Staff as set out in the Trust's Child Protection and Safeguarding Policy and Procedures and Whistleblowing Policy;
  - 13.3 must seek guidance from the Designated Safeguarding Lead if you are in any doubt about appropriate conduct; and
  - 13.4 must report any actions which could be misinterpreted, any misunderstandings, accidents or threats involving you and a pupil or a group of pupils to the Designated Safeguarding Lead.
- 14 **Behaviour giving particular cause for concern:** You should take particular care when dealing with a pupil who:
- 14.1 appears to be emotionally distressed, or generally vulnerable and / or who is seeking expressions of affection;
  - 14.2 appears to hold a grudge against you;
  - 14.3 acts in a sexually provocative way, or who is inclined to make exaggerated claims about themselves and others, or to fantasise, or one whose manner with adults is over-familiar; and
  - 14.4 may have reason to make up an allegation to cover the fact that he or she has not worked hard enough for public examinations.
- 15 **Procedure to be followed in these cases:** Some of these behaviours may be indications that a child has been, or is currently being, abused and should therefore be reported to the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures.
- 16 **Record keeping:** Comprehensive records are essential. Any incident involving children that could give cause for concern, whether contemplated in these guidelines or not, must be

recorded and reported to the Designated Safeguarding Lead in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures.

- 17 **Good order and discipline:** Staff in charge or control of pupils must maintain good order and discipline at all times when pupils are present on Academy premises and whenever pupils are engaged in authorised school activities, whether on Trust or Academy premises or elsewhere.

### General conduct

- 18 **Academy property:** You must take proper care when using Trust or Academy property and you must not use Trust or Academy property for any unauthorised use or for private gain.
- 19 **Use of premises:** You must not carry out on Trust or Academy premises any work or activity other than pursuant to your terms and conditions of employment without the prior permission of the Head.
- 20 **Behaviour of others:** You should be aware that the behaviour of your partner or other family members may raise concerns. Such concerns will be given careful consideration as to whether they constitute a potential risk to children at the Academy.

### Meetings with pupils

- 21 **One-to-one meetings:** If you are teaching one pupil, or conducting a one-to-one meeting or teaching session with a pupil, you should take particular care in the following ways:
- 21.1 when working alone with a pupil is an integral part of your role, conduct and agree full risk assessments with the Designated Safeguarding Lead;
  - 21.2 use a room that has sufficient windows onto a corridor so the occupants can be seen, or keep the door open, or inform a colleague that the lesson / meeting is taking place;
  - 21.3 arrange the meeting during normal school hours when there are plenty of other people about;
  - 21.4 do not continue the meeting for any longer than is necessary to achieve its purposes;
  - 21.5 avoid sitting or standing in close proximity to the pupil, except as necessary to check work;
  - 21.6 avoid using "engaged" or equivalent signs on doors or windows;
  - 21.7 avoid idle discussion;
  - 21.8 avoid all unnecessary physical contact and apologise straight away if there is accidental physical contact;
  - 21.9 avoid any conduct that could be taken as a sexual advance;
  - 21.10 report any incident that causes you concern to the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures, and make a written record (signed and dated); and

- 21.11 report any situation where a pupil becomes distressed or angry to the Designated Safeguarding Lead.
- 22 **Pre-arranged meetings:** Pre-arranged meetings with pupils outside school should not be permitted unless approval is obtained from their parents, guardians or carers and the Designated Safeguarding Lead. If you are holding such a meeting, you should inform colleagues before the meeting.
- 23 **Home visits:** In some circumstances home visits are necessary. You should:
- 23.1 discuss the purpose of any visit with the Designated Safeguarding Lead and adhere to any agreed work plan / contract;
  - 23.2 follow the risk management strategy and ensure appropriate risk assessments are in place. Where there is insufficient information to complete a risk assessment, ensure that you are accompanied by a colleague;
  - 23.3 not visit unannounced if this can be avoided;
  - 23.4 leave the door open where you will be alone with pupils;
  - 23.5 keep records detailing times of arrival and departure, and work undertaken;
  - 23.6 ensure that any behaviour or situation that gives rise to a concern is reported and actioned;
  - 23.7 discuss with the Designated Safeguarding Lead anything that gives cause for concern in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures; and
  - 23.8 have a mobile telephone and an emergency contact.

### Language and appearance

- 24 **Language:** You should use appropriate language at all times. You should:
- 24.1 avoid words or expressions that have any unnecessary sexual content or innuendo; avoid displays of affection either personally or in writing (e.g. messages in birthday cards, text messages, emails etc.);
  - 24.2 avoid any form of aggressive or threatening words;
  - 24.3 avoid any words or actions that are over-familiar;
  - 24.4 not swear, blaspheme or use any sort of offensive language in front of pupils;
  - 24.5 avoid the use of sarcasm or derogatory words when punishing or disciplining pupils and avoid making unprofessional personal comments about anyone. Any sanctions should be in accordance with the Trust's behaviour and discipline policies; and
  - 24.6 be aware that some parts of the curriculum may raise sexually explicit subject matters. Care should be taken in subjects where rules / boundaries are relaxed (e.g. drama or art). Staff should have clear lesson plans and should take care to avoid overstepping personal and professional boundaries.

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

### **The use of force or physical restraint**

- 26 **Physical restraint:** All forms of corporal punishment are unlawful and the use of unwarranted physical force is likely to constitute a criminal offence. The use of physical intervention should be avoided if possible. However, by law, Staff who are authorised by the Head to have control or charge of pupils, may use such force or physical contact as is reasonable and proportionate in the circumstances to prevent a pupil from doing, or continuing to do any of the following:
- 26.1 committing a criminal offence;
  - 26.2 injuring themselves or others;
  - 26.3 causing damage to property, including their own; or
  - 26.4 engaging in any behaviour prejudicial to good order and discipline at the Academy or among any of its pupils, whether that behaviour occurs in a classroom or elsewhere.
- 27 **Application of code of restraint:** This applies when a teacher, or other authorised person, is on Trust or Academy premises and when he or she is in control or charge of the pupil elsewhere, for example on a field trip or other authorised out of school activity. It only applies where no other form of control is available and where it is necessary to intervene.
- 28 **Before intervening:** Before intervening physically you should, wherever practicable, tell the pupil to stop and what will happen if he or she does not. You should continue attempting to communicate with the pupil throughout the incident and should make it clear that physical contact or restraint will stop as soon as it ceases to be necessary. You should always avoid touching or holding a pupil in a way that might be considered indecent. You should also avoid any form of aggressive contact such as holding, pushing, pulling or hitting which could amount to a criminal assault, nor act in a way that might reasonably be expected to cause injury.
- 29 **Inform senior staff:** You should inform the Headteacher immediately following an incident where force has been used. This is to help prevent any misunderstanding or misrepresentation of the incident, and it will be helpful in the event of a complaint. You should provide a written report as soon as possible afterwards. This should include written and signed accounts of those involved, including the pupil. The parents, guardians or carers of the pupil should be informed about serious incidents involving the use of force.
- 30 **Action taken in self-defence or in an emergency:** The law allows anyone to defend themselves against an attack provided they do not use more force than is necessary. Similarly, where a pupil is at risk of immediate injury or on the point of inflicting injury on someone else, any member of Staff (whether authorised or not) would be entitled to intervene.
- 31 **Using reasonable force:** There is no legal definition of "reasonable force". It will always depend on the circumstances. Note that:

- 31.1 any use of force should be proportionate to the behaviour of the pupil involved and the seriousness of the harm prevented;
- 31.2 physical force could not be justified to prevent a pupil from committing a trivial misdemeanour;
- 31.3 any force should always be the minimum needed to achieve the desired result; and
- 31.4 whether it is reasonable to use force and the degree of force that could be reasonably employed might also depend on the age, understanding and sex of the pupil.

### Physical contact in other circumstances

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

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

### Code of conduct for contact outside school

- 41 **Contact outside school:** You should avoid unnecessary contact with pupils outside school. You should:
- 41.1 not give pupils your home address, home telephone number, mobile telephone number or email address;
  - 41.2 not send personal communications (such as birthday cards or faith cards, text messages etc.) to children unless agreed with the Deputy Head;
  - 41.3 not make arrangements to meet pupils, individually or in groups, outside school other than on school trips authorised by the Deputy Head;
  - 41.4 avoid contacting pupils at home unless this is strictly necessary, and you should keep a record of any such occasion;
  - 41.5 not give a pupil a lift in your own vehicle other than on Academy business and with permission from the Deputy Head;
  - 41.6 avoid inviting pupils (groups or individuals) to your home unless there is a good reason and it has been approved by the Deputy Head. This prohibition also applies if you have on site accommodation;
  - 41.7 report and record any situation which may place a child at risk or which may compromise the Academy's or your professional standing;
  - 41.8 ensure that pupils do not see anything in your home that may cause embarrassment or that might become the subject of inappropriate gossip or rumour; and
  - 41.9 never engage in secretive social contact with pupils or their parents, guardians or carers.
- 42 **Staff parents:** It is acknowledged that the children of Staff attend the Academy as pupils from time to time and that they are therefore likely to have social contact with fellow pupils outside of normal school hours. It is accepted that this may result in pupils being invited to the homes of Staff. Where this happens Staff must always adhere to the standards set out in this Code. Staff must report any concerns that arise to the Designated Safeguarding Lead and should seek additional support as is required to manage such situations.
- 43 **Social contact:** You should be aware that where you meet children or parents, guardians or carers socially, such contact could be misinterpreted as inappropriate, an abuse of a position of trust or as grooming. Any social contact that could give rise to concern should be reported to the Deputy Head.
- 44 **Friendships with parents, guardians or carers and pupils:** Members of Staff who are friends with parents, guardians or carers of pupils or who, for example, are voluntary workers in youth organisations attended by pupils, will of course have contact with those pupils outside school. However, members of Staff should still respect the above advice.
- 45 **Scope of application of code on contact outside school:** The same guidelines should be applied to after school clubs, school trips, and especially trips that involve an overnight stay away from the Academy. There are separate, more detailed guidelines for school trips in the

Educational Visits Policy. The principles of this guidance also apply to contact with children or young people who are pupils at another school.

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

- 46.1 ensure that you are fit to drive and free from any substances that may impair your judgement or ability to drive;
- 46.2 be aware that until the pupil is passed over to a parent / carer, you have responsibility for that pupil's health and safety;
- 46.3 record the details of the journey;
- 46.4 record, be able to justify impromptu or emergency lifts and notify the Deputy Head;
- 46.5 ensure that there are proper arrangements in place to ensure vehicle, passenger and driver safety, including appropriate insurance, seat belts, adherence to maximum capacity guidelines etc.; and
- 46.6 wherever practicable, you should avoid using private vehicles and should try and have one adult additional to the driver to act as an escort.

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

- 47.1 be accompanied by another adult unless otherwise agreed with a member of the senior leadership team (if in doubt, speak to the Headteacher);
- 47.2 undertake a risk assessment; and
- 47.3 obtain parental consent.

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

- 48.1 follow the Trust's Educational Visits Policy;
- 48.2 be accompanied by another adult unless otherwise agreed with a member of the senior leadership team (if in doubt, speak to the Headteacher);
- 48.3 undertake a risk assessment;
- 48.4 obtain parental consent; and
- 48.5 never share bedrooms unless in a dormitory situation and arrangements have been discussed and agreed previously with Headteacher and where appropriate parents, guardians or carers and pupils.

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

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

- 49.2 arrangements should be made with and agreed by parents, guardians or carers and the pupil;
- 49.3 one to one supervision should be avoided where possible;
- 49.4 choice, flexibility and contact with "the outside world" should be incorporated, so far as it is consistent with appropriate supervision and the Academy's guidelines;
- 49.5 whenever possible, independent oversight of the arrangements should be made; and
- 49.6 any misinterpretation, misunderstanding or complaint should be reported.

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

- 50 **Communicating with children and parents, guardians or carers:** All communication with children or parents, guardians or carers should conform to Trust and Academy policy and be limited to professional matters. Except in an emergency communication should only be made using Trust/Academy property.
- 51 **Application:** These rules apply to any form of communication including new technologies such as mobile telephones, web-cameras, social networking websites and blogs. You should also ensure you comply with the more detailed IT Acceptable Use Policy, and Social Media Policy.
- 52 **Dealing with "crushes":** Crushes, fixations or infatuations are part of normal adolescent development. However they need sensitive handling to avoid allegations of exploitation. Such crushes carry a high risk of words, actions and expressions being misinterpreted, therefore, the highest levels of professionalism are required. If you suspect that a pupil has a crush on you or on another colleague you should bring it to the attention of Designated Safeguarding Lead at the earliest opportunity. Suggestions that a pupil may have developed a crush should be recorded. Staff should avoid being alone with pupils who have developed a crush on them and if the pupil sends personal communications to the member of Staff, this should be reported to the Designated Safeguarding Lead and recorded.
- 53 **Acceptable use:** Adults must establish safe and responsible online behaviours and must comply with the IT Acceptable Use Policy and the Social Media Policy. Adults should report to senior colleagues, any new and emerging technologies which may have a bearing on Academy practices and on the review of the IT Acceptable Use Policy. Local and national guidelines on acceptable user policies should be followed. Staff should also:
  - 53.1 ensure that your own personal social networking sites are set as private and ensure that pupils are not approved contacts;
  - 53.2 never use or access social networking sites of pupils and do not use internet or web-based communication channels to send personal messages to pupils;
  - 53.3 do not use your own equipment (e.g. mobile telephones) to communicate with pupils - use equipment provided by the Academy and ensure that parents, guardians or carers have given permission;
  - 53.4 only make contact with pupils for professional reasons; and

- 53.5 recognise that text messaging should only be used as part of an agreed protocol and only when other forms of communication are not possible.
- 54 **Personal details:** Adults should not give their personal contact details to pupils, including email addresses, home or mobile telephone numbers, unless the need to do so is agreed with the Designated Safeguarding Lead and parents, guardians or carers.
- 55 **Communicating outside the agreed protocols:** Email or text communications between an adult and any pupil outside agreed protocols may lead to a report to external agencies in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures, disciplinary action and / or criminal investigations. This also includes communications through internet based websites.

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

- 56 **Permission required:** You should seek permission from the Head of Faculty and/or a member of the Senior Leadership Team before taking photographs or video camera footage of any pupils in class, at any school events or on a trip. You should also seek permission before displaying these photographs. You must not take images of children using personal mobile telephones. Appropriate consents for taking and displaying photographs should be obtained from parents, guardians or carers where appropriate.
- 57 **Guidance where permission obtained:** Where permission has been obtained, the following should be considered:
- 57.1 the purpose of the activity should be clear as should what will happen to the photographs or videos. You must be able to justify images in your possession;
  - 57.2 all images should be made available in order to determine acceptability;
  - 57.3 images should not be made during one-to-one situations;
  - 57.4 ensure that the pupil is appropriately dressed;
  - 57.5 ensure that the pupil understands why the images are being taken and has agreed to the activity;
  - 57.6 only use equipment provided or authorised by the Academy;
  - 57.7 if an image is to be displayed in a place to which the public have access it should not display the pupil's name. Similarly where a pupil is named (in a school prospectus, for example) the name should not be accompanied by a photograph or video;
  - 57.8 all images of children should be stored securely and only accessed by those authorised to do so; and
  - 57.9 images must not be taken secretly.
- 58 **Appropriate material:** You must ensure children are not exposed to inappropriate or indecent images. Inappropriate material, such as pornography, should not be brought to work and you must not use Trust or Academy property or the Academy network to access such material. You should not allow unauthorised access to Trust or Academy equipment and should keep your computer passwords safe. If you discover material that is potentially illegal or inappropriate, you must isolate the equipment and contact the Designated

Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures immediately. Pupils must not be exposed to unsuitable material on the internet and Staff should ensure that any film or material shown is age appropriate.

### Gifts and rewards

- 59 **Anti-bribery and corruption policy:** Before accepting or giving any gifts or rewards, Staff must familiarise themselves with the Anti-Bribery and Corruption Policy contained in this Employment Manual.
- 60 **If a gift is received:** If you receive a gift from a pupil or parent you should:
- 60.1 declare the gift where there is a possibility it could be misconstrued, or in any event where the gift is of a value of more than £100. The Head may in their absolute discretion require you to decline the gift; and
  - 60.2 decline outright gifts that could be perceived as a bribe or that have created an expectation of preferential treatment. Although it is accepted for parents, guardians or carers or children to make small gifts to show appreciation, you must not receive gifts on a regular basis or receive anything of significant value.
- 61 **Giving gifts and rewards:** Where you are thinking of giving a gift or reward:
- 61.1 it should only be provided as part of an agreed reward system;
  - 61.2 in all cases except the above, the gift or reward should be of little monetary value and should be discussed and agreed with the Headteacher and where appropriate the parent, guardian or carer;
  - 61.3 selection processes should be fair and where possible should be agreed by more than one member of Staff; and
  - 61.4 gifts should be given openly and not based on favouritism.
- 62 **Allocation of gifts and rewards:** Decisions regarding entitlement to benefits or privileges such as admission to school trips, activities or classroom tasks must avoid perceptions of bias, grooming or favouritism. The selection process must be based on transparent criteria.

### Reporting Obligations

- 63 **The Trust's position:** It is a contractual requirement as well as in your interests to follow this Code so as to maintain appropriate standards of behaviour and your own professional reputation. A breach of this Code may be treated as misconduct and will render you liable to disciplinary action including in serious cases, dismissal.
- 64 **Termination of employment:** If the Trust ceases to use the services of a member of staff because they are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made as soon as possible if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the Academy, with a report being presented to the Local Governors, who may share such a report with the Directors, without delay.

- 65     **Resignation:** If a member of Staff tenders his or her resignation, or ceases to provide his or her services to the Academy at a time when child protection concerns exist in relation to that person, those concerns will still be investigated in full by the Academy and a referral will be made to the Disclosure and Barring Service as soon as possible if the criteria for a referral are met.
- 66     **National College for Teaching and Leadership:** Where a teacher has been dismissed, or would have been dismissed had they not resigned, separate consideration will be given as to whether a referral to the National College for Teaching and Leadership should be made.

## Anti-bribery and corruption policy

### Introduction

- 1 **Commitment:** The Trust is committed to implementing effective measures to prevent, monitor and eliminate the risks of bribery and enforcing effective systems to counter bribery.
- 2 **Application:** This policy applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, directors, contractors, and volunteers. It also applies to any person or body, acting on its behalf and any third party.
- 3 **Conduct:** The Trust conducts its business activities in an honest and ethical manner. The Trust will not tolerate any form of bribery and / or corruption by, or of, its Staff.
- 4 **Purpose:** The purpose of this policy is to:
  - 4.1 set out the Trust's responsibilities, and of those working for the Trust, in observing and upholding its position on bribery and corruption; and
  - 4.2 provide information and guidance to those working for the Trust on how to recognise and deal with bribery and corruption issues.
- 5 **Definition of a bribe:** A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.
- 6 **Definition of third party:** Third party means any individual or organisation you come into contact with during the course of your work for the Trust. This includes parents, carers or guardians of current or prospective pupils, suppliers, distributors, business contacts, agents, advisers, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

### Gifts and hospitality

- 7 **Hospitality:** This policy does not prohibit the Trust's normal and appropriate hospitality (given and received) to or from third parties.
- 8 **Prohibited gifts:** The Trust prohibits the accepting of gifts from, or the giving of gifts to, a third party in the following circumstances:
  - 8.1 it is made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
  - 8.2 it contravenes the law;
  - 8.3 it is given in your name, not in the name of the Trust or one of its Academies;
  - 8.4 it includes cash or a cash equivalent such as gift certificates or vouchers (other than as permitted under the Code of Conduct);
  - 8.5 taking into account the reason for the gift, it is of an inappropriate type and value and given at an inappropriate time;

- 8.6 it is given secretly;
- 8.7 gifts should never be offered to, or accepted from, government officials or representatives, or politicians or political parties.

### Unacceptable behaviour

- 9 **Unacceptable behaviour:** It is not acceptable for you (or someone on your behalf) to:
  - 9.1 give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - 9.2 give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
  - 9.3 accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
  - 9.4 accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Trust in return;
  - 9.5 threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;
  - 9.6 engage in any activity that might lead to a breach of this policy.

### Facilitation payments and kickbacks

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

### Donations

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

### Reporting

- 14 **Raising concerns:** You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the Chief Financial Officer.

- 15     **Reporting:** If you encounter any of acts of corruption or bribery, if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity, you must report them promptly in accordance with the Trust's whistleblowing policy.
- 16     **Examples of reportable situations:** If you encounter any of the following situations while working at the Trust, you must report them promptly using the procedure set out in the Trust's whistleblowing policy:
- 16.1     you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
  - 16.2     a third party insists on receiving a commission or fee payment before committing to sign up to a contract with the Trust, or carrying out a government function or process for the Trust;
  - 16.3     a third party requests payment in cash and / or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
  - 16.4     a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
  - 16.5     a third party requests an unexpected additional fee or commission to "facilitate" a service;
  - 16.6     a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
  - 16.7     you are offered an unusually generous gift or offered lavish hospitality by a third party;
  - 16.8     a third party requests that a payment is made to "overlook" potential legal violations;
  - 16.9     a third party requests that you provide employment or some other advantage to a friend or relative;
  - 16.10    you receive an invoice from a third party that appears to be non-standard or customised;
  - 16.11    a third party insists on the use of side letters or refuses to put terms agreed in writing;
  - 16.12    you notice that the Trust or one of its Academies has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
  - 16.13    a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Trust.
- 17     **Prevention, detection and reporting:** The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for the Trust or under the Trust's control. All Staff are required to avoid any activity that might lead to, or suggest, a breach of this policy.

## Records

- 18 **The Trust's obligations:** The Trust must keep financial records and have appropriate internal controls in place evidencing the business reason for making payments to third parties.
- 19 **Your obligations:** You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review by the Chief Financial Officer.
- 20 **Trust's financial procedures policy:** You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the Trust's financial procedures policy and specifically record the reason for the expenditure.
- 21 **Records:** All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as parents, guardians or carers, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

## Detriment

- 22 **Detriment:** The Trust is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.
- 23 **Detrimental treatment:** Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Chief Financial Officer immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the Trust's Grievance Procedure.

## Consequences of breaching this policy

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

## Health and safety at work rules

- 1 **Your duty:** It is your contractual duty whilst at work to take reasonable care for your own safety and for that of others who may be affected by your acts or omissions.
- 2 **Legal responsibilities:** The Trust and its employees also have legal responsibilities under the health and safety legislation. If you need more information please ask the Chief Financial Officer.
- 3 **Extra precautions:** There may be special precautions, codes of conduct or specific instructions relating to your use of particular equipment and substances. You should familiarise yourself with these and observe them at all times.
- 4 **Fire procedures:** You must comply with the fire regulations, fire drill practices and procedures of the Trust and its Academies. Copies of relevant standards are on all notice boards and at other strategic places throughout the Academies.
- 5 **Reporting accidents:** You must report any accident which occurs at your place of work - however trivial it appears to be. You may obtain an accident report form from the Administration Office.
- 6 **Safety awareness:** All employees are expected to adopt a safety conscious attitude and be aware of the circumstances which can cause accidents. You should, therefore, report immediately any hazards or potential hazards in your work place to the Site Managers or the Chief Financial Officer.
- 7 **Electrical equipment:** Equipment which does not require continuous operation should be switched off when not in use. On no account should you carry out any adjustments to electrical equipment. In the event of a fault developing, the equipment should be switched off and the Site Managers or the Chief Financial Officer notified of the details.
- 8 **Workplace:** You should endeavour to keep your work place in a tidy state at all times. Care should be taken to ensure that cupboard doors and desk drawers are not left open unnecessarily. Special care should be taken to ensure that rights of way and escape routes are never obstructed.
- 9 **Lifting:** As serious injury, especially to the back, can result from incorrect lifting, you should familiarise yourself with the correct method of lifting heavy objects.
- 10 **First aiders:** The names of First Aiders are posted on the notice boards. If you, another member of staff or a pupil requires attention an appointed First Aider should be contacted. Where necessary, a person requiring treatment should be taken to the sick room. It is the First Aider's responsibility to assess the situation and decide the correct course of action.
- 11 **First aid boxes:** These are located at designated points throughout the Academies and may only normally be opened by qualified First Aiders. If in doubt, you should speak to the Site Managers or the Chief Financial Officer. Neither First Aiders nor any employees are permitted to dispense pharmaceutical products including aspirin and related products without written permission from the parent/guardian. In cases of serious illness or injury you should telephone for an ambulance if deemed necessary. The Headteacher should be kept notified.

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

## Sickness policy

- 1 **Sick pay:** Subject to the provisions of this policy and provided you comply with the notification requirements, if you are unable to work because you are ill you will be entitled to receive sick pay in accordance with your contract of employment.
- 2 **Notification:** Should you be absent on account of illness, injury or other disability you must call the staff absence line as soon as possible and by no later than 7:00 am on the first day of absence giving the reason for your absence and its likely duration. Thereafter you are required to keep the Academy regularly updated.
- 3 **Self-certification:** You shall, if absent for seven calendar days or less, immediately on returning to work complete a self-certification form covering each day of absence.
- 4 **Medical certificate:** You shall, if absent for more than seven calendar days, provide the Academy with a medical certificate from your general practitioner on the eighth day of absence stating the reasons for absence and whether you may be fit for work with certain adjustments, or that you are not fit for work. Your general practitioner will need to provide a medical certificate to cover any subsequent periods of absence.
- 5 **May be fit for work:** If your general practitioner provides a medical certificate indicating that you may be fit for work with adjustments, the Academy will meet with you to discuss the contents of the certificate. The Academy will consider what adaptations or adjustments it may reasonably make to facilitate your return to work. In the event that Academy cannot reasonably make the recommended adjustments or adaptations, then you will be deemed to be not fit for work and will be paid in accordance with your sick pay entitlement.
- 6 **Referrals:** The Academy may at any stage be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the Academy which may include a referral under the Fit For Work Service (FFW).
- 7 **Occupational Health / Fit For Work:** If you are referred for an Occupational Health assessment or an assessment under the FFW service, the Academy will meet with you to discuss the contents of any Occupational Health report or return to work plan provided following your assessment. A FFW return to work plan will replace the need for further on-going medical certificates in respect of that specific absence.
- 8 **Reduced hours:** In the event that a phased return or reduced hours is agreed in accordance with the paragraph above you will be entitled to pay on a pro-rata basis only. Any sick pay for days which are not worked is entirely at the Academy's discretion.
- 9 **Conduct whilst away from work:** If you are absent from work you will be expected to behave in a manner appropriate to your illness or disability. You will not be entitled to undertake any other form of paid employment or participate in any activity (of a sporting nature or otherwise) that could have an adverse effect on the speed and success of your recovery. The Academy reserves the right to make contact with you during any period of absence.
- 10 **Suspension of sick pay:** If the Academy believes after an appropriate investigation that the reason for your absence is due to your misconduct or you have not observed the provisions of this policy or you have slowed your recovery by your behaviour, you may no longer be entitled to sick pay.

- 11 **Injury caused by others:** If you are unable to work because of an accident or other action caused by another person, any compensation you receive from that person or their insurers relating to earnings for which the Academy or Trust has already paid you as sick pay shall be repaid by you to the Academy or Trust as appropriate.
- 12 **Sickness whilst on annual leave:** If you are ill or injured during a period of pre-arranged holiday you may be able to treat the days of incapacity as sickness absence instead of annual leave. This is subject to complying with the notification requirements at paragraph 12 below. Any claim to reschedule your sickness affected holiday will be limited to your statutory annual leave entitlement only. For these purposes any paid holiday that you have taken during the relevant holiday year will be deemed first to count towards your statutory annual leave entitlement of 5.6 weeks.
- 13 **Notification requirements for sickness whilst on annual leave:** Should you be ill or injured during a period of pre-arranged holiday you must advise the Headteacher as soon as possible and by no later than 7:00 am on the first day of absence giving the reason for your absence and its likely duration as under paragraph 2 of this policy. This must be done at your own expense irrespective of whether you are in the UK or abroad. Thereafter you are required to keep the Academy regularly updated. You will not receive sick pay unless you are able to provide a medical certificate, or other evidence acceptable to the Academy of incapacity, at your own expense for the full period of incapacity. It is expected that such evidence would normally be a medical certificate from the country where you are on holiday at the time of the illness or injury.

## Management of sickness absence policy

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

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your Head of Department / Line Manager. Employees are encouraged to suggest any steps which the Trust or Academy could reasonably put in place to support them in the fulfilment of their duties.

## Keeping in contact during sickness absence

- 7 **Contact:** If you are absent on sick leave you should expect to be contacted from time to time by your line manager or appropriate member of Trust or Academy staff in order to discuss your state of health and expected length of continued absence from work. Such contact is intended to provide reassurance and will be kept to a reasonable minimum. If you have a preferred method of communication you should let the Trust or Academy know and, where reasonably practicable, this will be taken into account.
- 8 **Handover:** The Academy may also contact you from time to time about any work related issues and to provide a smooth handover to anyone covering your absence. The Trust may check your email account during your absence to identify any work related emails that need a response and may at any time limit your access to the Trust's IT system.

- 9 **Concerns:** If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your Head of Department / Line Manager at any time.

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

- 10 **Purpose:** A return-to-work interview enables the Academy to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to the Academy's attention. Where appropriate it also enables you to discuss and agree a return to work programme.
- 11 **Meeting:** The Academy may arrange a return-to-work meeting with the Assistant Head or your line manager should it consider it to be beneficial after any period of absence, but will always do so if you have been absent on sick leave for more than 10 consecutive working days or if it is your third period of absence in a 26 week period.

### **Management of sickness absence**

- 12 **Application:** The Academy will monitor sickness absence and may apply this procedure whenever the Chief Financial Officer considers that the level of sickness absence is a concern, and in particular, if you:
- 12.1 have had three or more periods of sickness absence in any 26 week period;
  - 12.2 have been absent for more than 20 consecutive working days;
  - 12.3 have a recurrent pattern of sickness absence.

### **The procedure**

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

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

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

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

## Appeal

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

## Pensions auto-enrolment policy

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

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

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

- (a) not opted in

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

## Adoption leave and pay policy

### Introduction

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

### Notification requirements

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

### Adoption leave

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

### Additional adoption leave (AAL)

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

### Keeping in touch

- 9 **Informal discussion:** Before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. If you would like to remain on circulation lists for internal news, job vacancies, training and work-related social events, please advise your Head of Department or line manager.
- 10 **Keeping in touch days:** You may work (including attending training) for up to ten days during your adoption leave without bringing your adoption leave or Statutory Adoption Pay

to an end. The arrangements, including pay, can be set by agreement between you and the Academy.

- 11 **Before you return:** Shortly before you are due to return to work, the Academy may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

### Return to work

- 12 **Notification:** The Academy will inform you of the date on which your AAL period will end (should you decide to take AAL) within 28 days of you notifying the Academy of your intention to take OAL. If you wish to return to work before the end of your AAL, you must notify the Academy in writing at least eight weeks before you expect to return to work. A failure to notify the Academy could mean that your return to work is postponed.
- 13 the Academy **Return from OAL:** You will be employed in the same position upon your return to work from OAL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions of employment as if you had not been absent.
- 14 **Return from AAL:** You will normally be entitled to return to the same position upon your return to work from AAL that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable for you and appropriate for you to do in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AAL period was continuous with the period of employment following it.
- 15 **Disrupted placement:** Where you have already commenced your leave and the child is subsequently not placed with you or the placement ends, your entitlement to adoption leave shall end either eight weeks after the week in which you received notification that the child is not to be placed with you the placement ends or at the end of your AAL whichever is sooner.

### Statutory adoption pay (SAP)

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

You will not be entitled to SAP if you are entitled to Statutory Sick Pay or the child placed for adoption with you reaches 18 years of age.

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

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

### **Deciding not to return**

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

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

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

### **Shared Parental Leave**

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

## Maternity policy

### Introduction

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

### Notification requirements

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

### Health and safety

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

### Maternity leave

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

### Statutory Maternity Pay (SMP)

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

### Enhanced maternity pay

- 17     For teachers only, maternity pay will be paid in accordance with the Burgundy Book.

### Keeping in touch

- 18    **Keeping in touch days:** You may work (including attending training) for up to ten days during your maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, can be set by agreement between you and the Academy.
- 19    **Before you return:** Shortly before you are due to return to work, the Academy may invite you to have a discussion (whether in person or by telephone) about the arrangements for

your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

### **Return to work**

- 20 **Notification:** The Academy will notify you of the date on which your maternity leave will end within 28 days of you notifying the Academy of your intention to take maternity leave in accordance with paragraph 2.
- 21 **Returning early:** If you wish to return to work earlier than the end of the full period of leave to which you are entitled you must notify the Academy in writing of your intention to do so not less than eight weeks before you expect to return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth. Failure to notify the Academy of your intention to return early may mean that your return to work is postponed.
- 22 **Return from OML:** You will be employed in the same position upon your return to work from OML that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent.
- 23 **Return from AML:** You will normally be able to return to the same position upon your return to work from AML that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AML period was continuous with the period of employment following it.

### **Deciding not to return**

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

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

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

### **Shared Parental Leave**

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

## Paternity leave and pay policy (applicable for babies with an EWC before 5 April 2015)

### Introduction

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

### Ordinary Paternity Leave

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

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

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

- 4.1 in birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth;
  - 4.2 in adoption cases, within 56 days of the child's placement.
- 5 **Notification of birth:** If you wish to take OPL in relation to a child's birth, you must give us notice in writing before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
  - 5.1 the Expected Week of Childbirth;
  - 5.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 5.3 when you would like to start your leave. You can state that your leave will start on:
    - 5.3.1 the day of the child's birth;
    - 5.3.2 a day which is a specified number of days after the child's birth; or
    - 5.3.3 a specific date later than the first date of the Expected Week of Childbirth.
- 6 **Notification of adoption:** If you wish to take OPL in relation to the adoption of a child, you must give us notice in writing no more than seven days after you and / or your spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
  - 6.1 the date on which you and / or your spouse, civil partner or partner were notified of having been matched with the child, together with the expected placement date<sup>3</sup>;
  - 6.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 6.3 when you would like to start your leave. You can state that your leave will start on:
    - 6.3.1 the day on which the child is placed with you or the adopter;
    - 6.3.2 a day which is a specified number of days after the child's placement; or
    - 6.3.3 a specific date later than the expected placement date.
- 7 **Changing your leave date: birth:** Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
  - 7.1 where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
  - 7.2 where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
  - 7.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

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

- 8 **Changing your leave date: adoption:** Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
- 8.1 where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the expected placement date;
  - 8.2 where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the expected placement date;
  - 8.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

### **Additional Paternity Leave**

- 9 **Entitlement:** If your baby is due on or after 3 April 2011 or you are notified of having been matched for adoption on or after 3 April 2011 but before 5 April 2015, you are entitled to Additional Paternity Leave (**APL**) if, in addition to the conditions in paragraph 2 above:
- 9.1 you remain employed by us until the week before the first week of your APL;
  - 9.2 the child's mother or your co-adopter, as the case may be, has been entitled to statutory leave:
    - 9.2.1 in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy; or
    - 9.2.2 in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption;
    - 9.2.3 the child's mother or your co-adopter, as the case may be, has returned to work.
- 10 **Duration:** APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks.
- 11 **Timing:** APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.
- 12 **Notification of birth:** If you wish to take APL in relation to a child's birth, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:
- 12.1 a written "leave notice" stating:
    - 12.1.1 the Expected Week of Childbirth;
    - 12.1.2 the child's date of birth; and
    - 12.1.3 the dates on which you would like your APL to start and finish;
  - 12.2 a signed "employee declaration" confirming that:

- 12.2.1 you are either the child's father or that you are the spouse, partner or civil partner of the child's mother;
- 12.2.2 apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and
- 12.2.3 you wish to take APL in order to care for the child;
- 12.3 a written "mother declaration" from the child's mother stating:
  - 12.3.1 her name, address and National Insurance number;
  - 12.3.2 the date she intends to return to work;
  - 12.3.3 your relationship with the child;
  - 12.3.4 that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
  - 12.3.5 that she consents to us processing the information she has provided.
- 13 **Notification of adoption:** If you wish to take APL following a child's adoption, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:
  - 13.1 a written "leave notice" stating:
    - 13.1.1 the date on which you were notified that you had been matched with the child;
    - 13.1.2 the date on which the child was placed with you; and
    - 13.1.3 the dates on which you would like your APL to start and finish;
  - 13.2 a signed "employee declaration" confirming that:
    - 13.2.1 you have been matched for adoption with the child;
    - 13.2.2 you are either the spouse, partner or civil partner of the child's co-adopter; and
    - 13.2.3 you wish to take APL in order to care for the child;
  - 13.3 a written "adopter declaration" from the child's adopter stating:
    - 13.3.1 their name, address and National Insurance number;
    - 13.3.2 the date they intend to return to work;
    - 13.3.3 that you are their spouse, partner or civil partner; and
    - 13.3.4 that they consent to us processing the information they have provided.
- 14 **Confirmation:** We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the child's mother's / adopter's declaration.

- 15 **Birth evidence:** We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address. We reserve the right to contact the mother's employer for the purposes of your application.
- 16 **Adoption evidence:** We may require you to provide written evidence of date on which you were notified that you had been matched with the child, the expected placement date and the name and address of the adopter's employer or, if they are self-employed, their business address. We reserve the right to contact the adopter's employer for the purposes of your application.
- 17 **Changing your leave date:** Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and / or finish dates that you previously notified to us. You need to do this:
- 17.1 at least six weeks before the date you originally told us was the date on which you wanted to start your APL; or
  - 17.2 if you want to start your APL earlier than that original start date, at least six weeks before the date on which you now wish your APL to start;
  - 17.3 if you are unable to give six weeks' notice you should give us written notice of your wishes as soon as possible. If we are unable to accommodate your request we may require you to take APL on your original start date.
- 18 **Keeping in touch during APL:** You may work (including attending training) for up to ten days during APL without bringing your leave or your Statutory Paternity Pay (**SPP**) (see below) to an end. The arrangements, including pay, would be set by agreement with the Academy. You are not obliged to undertake any such work during additional paternity leave.

### Statutory Paternity Pay

- 19 **OPL:** If you take OPL in accordance with this policy, you will be entitled to Ordinary Statutory Paternity Pay (**OSPP**) if, during the Relevant Period<sup>4</sup>, your average weekly earnings are not less than the lower earnings limit set by the government.
- 20 **APL:** If you take APL in accordance with this policy, you may be entitled to Additional Statutory Paternity Pay (**ASPP**). Whether and, if so, for how long you may be entitled to ASPP will depend on:
- 20.1 your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period;
  - 20.2 the child's mother or your co-adopter, as the case may be, having returned to work without having taken at least two weeks of their maternity allowance, maternity pay or adoption pay period. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, statutory maternity pay or statutory adoption pay that remained when the child's mother or your co-adopter returned to work.

<sup>4</sup> In birth cases **Relevant Period** means the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth. In adoption cases **Relevant Period** means the eight-week period ending immediately before the week in which you or your spouse, civil partner or partner were notified of being matched with the child.

- 21 **Rate:** OSPP and ASPP are 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.

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

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

### **Returning to work**

- 23 **Entitlement:** You are normally entitled to return to work following either OPL or APL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined your OPL or APL with a period of:
- 23.1 additional maternity leave;
  - 23.2 additional adoption leave; or
  - 23.3 parental leave of more than four weeks; and
  - 23.4 it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.
- 24 **Return to work:** Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover updating you on any changes that have occurred during your absence and any training needs you might have.
- 25 **Postponing your return:** If you wish to postpone your return from OPL or APL, you should either:
- 25.1 request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days; or
  - 25.2 request paid annual leave in accordance with your contract, which will be at our discretion.
- 26 **Unable to return:** If you are unable to return to work from OPL or APL as expected due to sickness or injury, this will be treated as sickness absence and our sickness policy will apply. In any other case, a late return will be treated as unauthorised absence.
- 27 **Flexible working:** We will consider any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our flexible working policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 28 **Resigning from employment:** If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

## **Paternity leave and pay policy (applicable for babies with an EWC from 5 April 2015)**

### **Introduction**

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

### **Ordinary Paternity Leave**

- 2 **Entitlement:** You are entitled to Ordinary Paternity Leave (**OPL**) if you meet all the following conditions:
  - 2.1 you have been continuously employed by us for at least 26 weeks ending with:
    - 2.1.1 in birth cases, the week immediately before the 14th week before the Expected Week of Childbirth<sup>5</sup>;
    - 2.1.2 in adoption cases, the week in which you or your partner<sup>6</sup> are notified by an adoption agency that you / they have been matched with a child;
  - 2.2 you:
    - 2.2.1 are the biological father of the child; or
    - 2.2.2 have been matched with a child by an adoption agency; or
    - 2.2.3 are the spouse, civil partner or partner of the child's mother; or
    - 2.2.4 are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency;
  - 2.3 you:
    - 2.3.1 expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
    - 2.3.2 are the child's biological father and you expect to have some responsibility for the child's upbringing;
  - 2.4 your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
- 3 **Duration:** OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 4 **Timing:** OPL can be taken from the date of the child's birth or adoption placement, but must end:

<sup>5</sup> Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth

<sup>6</sup> Partner: someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

- 4.1 in birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth;
  - 4.2 in adoption cases, within 56 days of the child's placement.
- 5 **Notification of birth:** If you wish to take OPL in relation to a child's birth, you must give us notice in writing before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
  - 5.1 the Expected Week of Childbirth;
  - 5.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 5.3 when you would like to start your leave. You can state that your leave will start on:
    - 5.3.1 the day of the child's birth;
    - 5.3.2 a day which is a specified number of days after the child's birth; or
    - 5.3.3 a specific date later than the first date of the Expected Week of Childbirth.
- 6 **Notification of adoption:** If you wish to take OPL in relation to the adoption of a child, you must give us notice in writing no more than seven days after you and / or your spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
  - 6.1 the date on which you and / or your spouse, civil partner or partner were notified of having been matched with the child, together with the expected placement date<sup>7</sup>;
  - 6.2 whether you intend to take one week's leave or two consecutive weeks' leave; and
  - 6.3 when you would like to start your leave. You can state that your leave will start on:
    - 6.3.1 the day on which the child is placed with you or the adopter;
    - 6.3.2 a day which is a specified number of days after the child's placement; or
    - 6.3.3 a specific date later than the expected placement date.
- 7 **Changing your leave date: birth:** Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
  - 7.1 where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
  - 7.2 where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
  - 7.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

<sup>7</sup> Expected placement date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

- 8 **Changing your leave date: adoption:** Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:
- 8.1 where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the expected placement date;
  - 8.2 where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the expected placement date;
  - 8.3 where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

### Statutory Paternity Pay

- 9 **OPL:** If you take OPL in accordance with this policy, you will be entitled to Ordinary Statutory Paternity Pay (**OSPP**) if, during the Relevant Period<sup>8</sup>, your average weekly earnings are not less than the lower earnings limit set by the government.
- 10 **Rate:** OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

### Benefits and pensions during paternity leave

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

### Returning to work

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

<sup>8</sup> In birth cases Relevant Period means the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth. In adoption cases Relevant Period means the eight-week period ending immediately before the week in which you or your spouse, civil partner or partner were notified of being matched with the child.

- 14.1 request SPL in accordance with our SPL policy, giving as much notice as possible but not less than 8 weeks; or
  - 14.2 request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days; or
  - 14.3 request paid annual leave in accordance with your contract, which will be at our discretion.
- 15 **Unable to return:** If you are unable to return to work from OPL as expected due to sickness or injury, this will be treated as sickness absence and our sickness policy will apply. In any other case, a late return will be treated as unauthorised absence.
- 16 **Flexible working:** We will consider any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case by case basis, in accordance with our flexible working policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 17 **Resigning from employment:** If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

#### **Shared Parental Leave**

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

## Shared parental leave policy

### Introduction

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

### Eligibility for SPL

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

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

### Choosing the SPL and pay regime

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

adopters will reduce their own maternity or adoption leave by choosing SPL and may also forgo any right to enhanced maternity or adoption pay accordingly.

### Ending maternity or adoption leave

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

### Opting-in to SPL and pay

- 18 **Opting-in:** If you decide to choose the SPL regime, at the same time as providing the curtailment notice you must give the Academy a written opt-in notice, not less than eight weeks before the date you intend your SPL to start, confirming:
  - 18.1 your name and the name of the other parent or your partner's name;
  - 18.2 if you are the child's mother, the start and end dates of your maternity leave or if you are taking adoption leave, the start and end dates of your adoption leave;
  - 18.3 if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or period of MA;
  - 18.4 if your partner is taking adoption leave, the start and end dates of your partner's adoption leave, or if your partner is not entitled to adoption leave, the start and end dates of any SAP or period of AA;

- 18.5 the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP, MA, SAL, SAP or AA period taken or to be taken by you or your partner;
- 18.6 how much of the available SPL will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 18.7 if you are claiming ShPP, the total ShPP available, which is 39 weeks minus the number of weeks of the SMP, MA, SAP or AA period taken (or to be taken);
- 18.8 how much of that will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 18.9 declarations by you and the other parent or your partner that you meet the statutory conditions for entitlement to SPL and ShPP;
- 18.10 confirmation by you and the other parent or your partner that you recognise that there is no enhanced ShPP and that any entitlement to enhanced maternity or adoption pay will cease when SPL commences; and
- 18.11 an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions. You can talk to us at any time about your proposed plans for SPL prior to issuing us with a formal period of leave notice.

#### **Evidence of entitlement**

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

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

- 20 **Dates:** Having opted into the SPL system you will need to give a period of leave notice informing the Academy of the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

- 21 **Timing of SPL:** If you are the child's father or the mother's partner, or if your partner is taking adoption leave, you will only be able to take SPL once the mother or primary adopter has either:
- 21.1 returned to work;
  - 21.2 given her employer a curtailment notice to end maternity or adoption leave;
  - 21.3 given her employer a curtailment notice to end her SMP or SAP (if they are entitled to SMP or SAP but not maternity or adoption leave); or
  - 21.4 given a curtailment notice to the Benefits Office to end her MA or AA (if she is not entitled to maternity or adoption leave, SMP or SAP).
- 22 **Periods of leave:** You may either request a single continuous block of SPL or alternatively, discontinuous periods of leave.
- 23 **Single leave period:** If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 24 **Multiple periods of leave:** You are able to give up to three period of leave notices.

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

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

periods in the Academy's calendar or with preparation for exams, or may cause staffing or cover concerns. This list is not exhaustive.

### Changing the dates or cancelling your SPL

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

### Shared parental pay (ShPP)

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

### Keeping in touch

- 37 **Informal discussion:** Before your SPL starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. If you would like to remain on circulation lists for internal news,

job vacancies, training and work-related social events, please advise your Head of Department or line manager.

38 **Shared Parental Leave In Touch days (SPLIT days):** You may work (including attending training) for up to 20 SPLIT days during your SPL without bringing your SPL or ShPP to an end. This is in addition to any keeping in touch days that you may have taken during maternity or adoption leave. The arrangements, including pay, can be set by agreement between you and the Academy.

39 **Before you return:** Shortly before you are due to return to work, the Academy may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

### Returning to work

40 **Returning early:** If you wish to return to work earlier than the end of the period of leave requested you must notify the Academy in writing of your intention to do so not less than eight weeks before your expected return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth or the placement of a child with you. Failure to notify the Academy of your intention to return early may mean that your return to work is postponed.

41 **Return from SPL:** You will be employed in the same position upon your return to work from SPL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent if your leave period has been 26 weeks or less.

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

### Deciding not to return

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

### Returning to work part-time

44 **Requests:** The Academy will deal with any requests by employees to change their working patterns (such as working part-time) after SPL on a case by case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless

there is a justifiable reason for refusal, bearing in mind the needs of the Academy. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy.

## Domestic incident leave policy

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to domestic incident leave.
- 2 **Entitlement:** You are entitled **to unpaid** leave from work where this is necessary to cover emergencies or unforeseen situations. The Trust recognises the following as constituting a situation entitling you to a period of leave:
  - 2.1 the sudden injury or illness of a dependant, or where a dependant is assaulted;
  - 2.2 when a dependant gives birth;
  - 2.3 the unexpected cancellation of childcare arrangements;
  - 2.4 the death of a dependant necessitating arrangements for and attendance at the funeral;
  - 2.5 the unexpected breakdown in care arrangements for a dependant;
  - 2.6 the birth of a child for whom you have parental responsibility.
- 3 **Other reasons:** Any request for leave for a reason not included in the paragraph above will be considered by the Academy
- 4 **Notice:** Whenever practicable, you will be required to request the leave of absence from your Head of Department or line manager giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact your Head of Department or line manager as soon as practically possible giving the reason for the absence and its likely duration.
- 5 **Notification:** Where the absence lasts for more than one day, you are expected to notify the Academy before 7.00 am on each working day until your return to work.
- 6 **Duration of absence:** Other than in the most exceptional circumstances, the Academy would not expect the absence to last more than one or two working days.
- 7 **Abuse of entitlement:** The Academy may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

## Parental leave policy

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

## Flexible working policy

### Introduction

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

### Right to request flexible working

- 4 **Entitlement:** If you have been continuously employed by the Trust for 26 weeks, you have the statutory right to request a change to one or more of the terms and conditions of employment referred to in the paragraphs below (**Request**)
- 5 **Request:** You are only able to make one Request in a 12 month period.
- 6 **Non-eligible staff:** Although you will not have the right to make a Request if you do not meet the above criteria, the Academy will still carefully consider a Request to change one or more of the terms and conditions of employment in paragraph 7 below. You should make your Request in writing to the Headteacher.
- 7 **Type of request:** Your Request must relate to one or more of the following terms and conditions of employment:
  - 7.1 your hours of work;
  - 7.2 your times of work;
  - 7.3 whether you carry out work from home or your normal place of work.
- 8 **A Request:** A Request should be made in writing by completing the Flexible Working Request Form and passing it to the Headteacher.
- 9 **Consultation meeting:** As soon as possible, but in any event usually within 28 days of your Request being received by the Academy, the Academy shall either notify you in writing that your Request has been agreed, stating the variation agreed to and the date from which it is to take effect, or a meeting shall be held to discuss your Request (**Consultation Meeting**). The Consultation Meeting will normally be held by a member of the senior leadership team. The meeting will normally be held at the Academy during working hours unless this is not convenient to either you or the Academy.
- 10 **Right to be accompanied:** You have the right to be accompanied to the Consultation Meeting by a fellow worker.

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

## Appeal

- 14 **Your right to appeal:** You have the right to appeal the Academy 's decision not to agree to your Request. Such an appeal must be exercised in writing within 14 days after the day the Academy 's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Headteacher.
- 15 **Appeal meeting:** The Academy will hold a meeting to discuss your appeal as soon as possible, but in any event usually within 14 days of your notice of appeal being given. The appeal meeting will be held by a person who has not been involved in the Consultation Meeting. The appeal meeting will normally be held at the Academy during working hours unless this is not convenient to either you or the Academy.
- 16 **Right to be accompanied:** You may be accompanied to the appeal meeting by a fellow worker.
- 17 **Notification of appeal decision:** The Academy will notify you in writing of its decision on your appeal as soon as possible, but in any event usually within 14 days of the appeal meeting. Where the Academy upholds your appeal, the Academy will also specify the variation agreed to and the date from which it is to take effect. Where your appeal is

dismissed, the Academy will also confirm the grounds for refusal and explain why the grounds apply in the circumstances.

### General

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

## Appraisal policy

### Introduction

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

### Appraisal process

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

development, departmental objectives, the Academy's strategic plans and the Teachers' Standards (for teaching staff). The objectives will be recorded in the finalised appraisal form and a copy will be kept by both you and the Academy.

- 6.3 **Ongoing review and follow up:** Your objectives and progress will be reviewed during the year by your appraiser and review meetings will be held as appropriate. In the event that you are not meeting your objectives, this will be discussed with you and the Academy will offer appropriate support or training. The Academy reserves the right to vary or replace objectives during the year should circumstances change.
- 7 **Timing:** All staff will be appraised once a year and it is the appraiser's responsibility to arrange the review meeting with you which will be held at a convenient time for both the appraiser and appraisee. Sufficient notice will be given to enable you to prepare for the appraisal meeting. The appraisal meetings will be conducted in [• September and October] each year for teaching staff and during the summer term for support staff. For teaching staff, teaching observations and follow up may take place throughout the year. Teaching staff who are employed on a fixed term contract of less than one year will have their performance reviewed in line with the principles set out in this policy. There is flexibility to have a longer or shorter appraisal period when staff begin or end employment with the Trust.

### Setting objectives

- 8 **SMART objectives:** [• The usual number of objectives each year will be between three and six.] The objectives set will be Specific, Measurable, Achievable, Realistic and Time constrained and will be appropriate to your role and level of experience. The appraiser will determine the objectives following consultation with you. Objectives may be revised if circumstances change.
- 9 **Recording objectives:** The objectives should be recorded in the appraisal form, which must be signed by the appraisee and the appraiser.
- 10 **Records:** The Academy will keep copies of all completed appraisal forms on your personnel file [• in a secure place for six years before they are destroyed]. You should also keep a copy of the appraisal form for your own records. If the school has an electronic appraisal system all records will be available via that system.

### Link to pay

- 11 **Use of appraisals in setting pay:** Decisions on teachers pay will be made by the Academy following the Autumn appraisal round, and for support staff following the summer round. Note: The pay year for teaching staff is from 1<sup>st</sup> September and for support staff from 1<sup>st</sup> April

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

### Reviewing performance throughout the year

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

- 13 **Observation:** For teaching staff, the ongoing review may include lesson observation. Observation will be carried out in a supportive fashion and may be planned or on a 'drop in' basis. The number of observations will be set by the [Trust/Academy] and will vary depending on the circumstances.
- 14 **Non-teaching responsibilities of teaching staff:** Teachers who have additional responsibilities in addition to their teaching may also have their performance in these areas observed through the year.
- 15 **Development and support:** The Academy will provide support, guidance and training to staff, particularly where areas of development have been identified as part of the appraisal process. Where development needs or concerns have been raised as part of the appraisal process, review meetings will be held with the appraisee to review progress against agreed objectives.

**Link to capability procedure**

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

## Capability procedure

### Introduction

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

### Standards

- 4 **Teachers' Standards:** The following non-exhaustive list of teaching standards are expected by the Trust as a minimum. A teacher must:
  - 4.1 set high expectations which inspire, motivate and challenge pupils;
  - 4.2 promote good progress and outcomes by pupils;
  - 4.3 demonstrate good subject and curriculum knowledge;
  - 4.4 plan and teach well structured lessons;
  - 4.5 adapt teaching to respond to the strengths and needs of all pupils;
  - 4.6 make accurate and productive use of assessment;
  - 4.7 manage behaviour effectively to ensure a good and safe learning environment;
  - 4.8 fulfil wider professional responsibilities;

### The procedure

- 5 **Investigation:** As a first step any capability issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, or the performance concerns identified can be addressed using the appraisal process, then you will be informed of this in writing and, if relevant, allowed to return to work as normal.
- 6 **Next stage:** If it is considered necessary to take formal action in respect of issues relating to your performance a Capability Meeting will be arranged.
- 7 **Information:** You will be given reasonable advance notice of the timing and location of the Capability Meeting and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the Capability Meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information.
- 8 **Right to be accompanied:** You may be accompanied to the Capability Meeting by a colleague or trade union official.

- 9     **Capability Meeting:** The Head / Deputy Head (or an alternative senior member of staff) will conduct the Capability Meeting and your Head of Department or line manager may be asked to attend. You must take all reasonable steps to attend the Capability Meeting. The meeting will address your performance and discuss any measures needed to correct and improve this. You or the person accompanying you will be able to ask questions and put forward your point of view. You may request an adjournment if you need to consult the person accompanying you. Whenever possible the Academy will offer reasonable assistance and time to help you improve. The following will be considered and discussed with you at the meeting:
- 9.1     concerns relating to your performance;
  - 9.2     your response;
  - 9.3     the respects in which your performance has fallen short of the required standards;
  - 9.4     suggestions as to any appropriate support / training / supervision which could improve your performance;
  - 9.5     the time in which performance must improve and the method by which your performance will be monitored;
  - 9.6     the likely consequence of further instances of poor performance or a failure to improve within a specified time.

#### **Action**

- 10     **Outcomes:** Following the Capability Meeting, the following steps may be taken:
- 10.1     **written warning requiring improvement:** if your performance is not meeting the required standard, the Deputy Head or your line manager will write to you indicating the details of the poor performance and the time period for improvement. You will be advised that it constitutes the first stage of the formal procedure;
  - 10.2     **final written warning:** in the event of a more serious failing, if you fail to improve within the time referred to in the previous written note or you are found to have fallen short of the required standard in any other respect, you will be given a final written warning which will set out the details of poor performance and the time period for improvement.
  - 10.3     **dismissal:** if you fail to improve within the time specified in the final written warning or you have fallen short of the required standards in any other respect, you may be dismissed immediately with notice.
- 11     **Communication of decision:** You will be notified of the Academy's decision in writing as soon as reasonably practicable. If the concern is upheld, you will be informed of the outcome and your right to appeal the decision.
- 12     **Currency of warnings:** All written notes requiring improvement which are issued following a Capability Meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. A final written warning will remain in effect for a period of 24 months from the date of issue unless you are otherwise advised. Copies will be placed on your personnel file.

## Appeal

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

## Disciplinary rules

- 1 **Introduction:** These rules should be read in accordance with the Trust's disciplinary and dismissal procedure. It is the contractual duty of every member of staff to observe the rules set out below.
- 2 **Rules of conduct:** Whilst employed by the Trust, you should at all times maintain professional and responsible standards of conduct. In particular, you should:
  - 2.1 observe the terms and conditions of your contract of employment;
  - 2.2 ensure that you understand and follow the Trust's Code of Conduct for Staff enclosed within this Employment Manual;
  - 2.3 observe all other policies and procedures included in the Employment Manual or otherwise notified to you from time to time;
  - 2.4 comply with all reasonable advice given by staff who are senior to you;
  - 2.5 act at all times in good faith and in the best interests of the Trust, its Academies, their pupils, parents, guardians or carers and staff;
  - 2.6 uphold public trust in the profession and maintain high standards of ethics and behaviour;
  - 2.7 have an understanding of, and always act within, the statutory frameworks which set out your professional duties and responsibilities.
- 3 **Instances of misconduct:** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:
  - 3.1 unauthorised absence from work;
  - 3.2 lateness;
  - 3.3 inappropriate standard of dress;
  - 3.4 smoking on Trust or Academy premises;
  - 3.5 contravention of minor safety regulations;
  - 3.6 disruptive behaviour.
- 4 **Gross misconduct:** You must not commit any act of gross misconduct. Any such act will result in your dismissal without notice. Gross misconduct includes but is not limited to the examples set out below, offences of a similar nature and attempts to commit such offences.  
**Examples of gross misconduct:**
  - 4.1 failure to comply with the Trust's Child Protection and Safeguarding Policy and Procedures or the Trust's Code of Conduct, the Trust's IT acceptable use policy or the Trust's social media policy;
  - 4.2 failure to notify the Trust of any child protection investigation of you or any member of your household;

- 4.3 failure to immediately notify the Trust of any arrest, charge or conviction of any criminal offence brought against you during your employment;
- 4.4 failure to immediately notify the Academy if you are or become the subject of a referral to the National College of Teaching and Leadership or any successor body;
- 4.5 failure to immediately notify the Academy of any change in circumstances which has or will result in you or any member of your household being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management;
- 4.6 indecent, violent or offensive behaviour whether committed at or outside work;
- 4.7 inappropriate conduct with a pupil of any of the Trust's Academies, or a pupil of another school or academy;
- 4.8 misuse of or deliberate damage to Trust or Academy property;
- 4.9 fraud, theft or dishonesty;
- 4.10 failure to obey a lawful order;
- 4.11 being on duty whilst unfit due to the influence of drugs and / or alcohol;
- 4.12 possession, use, supply or attempted supply of illegal drugs;
- 4.13 bullying or harassment;
- 4.14 accepting or giving bribes or other secret payments or other breach of the Trust's anti-bribery and corruption policy;
- 4.15 accepting a gift in contravention of the Trust's Code of Conduct without the prior consent of the Headteacher;
- 4.16 conduct (whether committed at or outside work) which is likely to damage the reputation of the Trust or its Academies or bring them into disrepute;
- 4.17 discrimination (including harassment or victimisation) on grounds of sex, pregnancy and maternity, marital or civil partnership status, race, disability, age, sexual orientation or religious belief;
- 4.18 disregarding health and safety rules / requirements (including the Trust's Health and Safety at Work Rules) and endangering yourself or others;
- 4.19 giving false information as to qualifications or entitlement to work (including immigration status);
- 4.20 wilful neglect or refusal of duty;
- 4.21 misuse of confidential information;
- 4.22 use of school resources to view, retrieve or download pornographic material, or any other material which the Trust or Academy reasonably believes is unsuitable;
- 4.23 causing loss, damage or injury through serious negligence;

- 4.24 making a disclosure of false or misleading information under the Trust's whistleblowing policy maliciously, for personal gain, or otherwise in bad faith; or
- 4.25 making untrue allegations in bad faith against a colleague.

## Disciplinary procedure

### Introduction

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

### The investigation stage

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

dismissal is a possible outcome of the hearing, you will be informed of this possibility in advance.

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

### **Disciplinary action**

- 20 **Sanctions:** Depending upon the nature of any misconduct found to have been committed, any explanation given by you and any mitigating circumstances, the Disciplinary Panel may impose any of the following sanctions:
  - 20.1 a written warning;
  - 20.2 a final written warning;

- 20.3 suspension without pay for a defined period;
  - 20.4 demotion; or
  - 20.5 dismissal with or without notice.
- 21 **Currency of warnings:** A written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 12 months from the date the warning is given. A final written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 24 months from the date the warning is given.
- 22 **Gross misconduct:** Where there has been gross misconduct the Disciplinary Panel may impose dismissal without notice. Examples of what the Trust considers to be gross misconduct are set out in the Disciplinary Rules section of this Employment Manual.

### Appeal

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

### Termination of employment

- 28 **Termination of employment:** If the Trust ceases to use your services because you are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made as soon as possible if the criteria for a referral are met. Any such incidents will be followed

by a review of the safeguarding procedures within the Trust, with a report being presented to the Governors without delay.

- 29 **Resignation:** If you tender your resignation, or cease to provide your services to the Trust at a time when child protection concerns exist in relation to you, those concerns will still be investigated in full by the Trust and a referral will be made to the Disclosure and Barring Service as soon as possible if the criteria for a referral are met.
- 30 **National College for Teaching and Leadership:** Where you have been dismissed, or would have been dismissed had you not resigned, separate consideration will be given as to whether a referral to the National College for Teaching and Leadership should be made.

## Grievance procedure

### Introduction

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

### The procedure

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

## Appeal

- 9 **Initiating an appeal:** If you are dissatisfied with the decision made concerning your formal grievance, you may appeal the decision by notifying your Head of Department or line manager in writing within five working days giving full details of why you wish to appeal. If you need more time, you should notify your Head of Department or line manager within the five day period. The Headteacher will normally hear your appeal. However, if the Headteacher holds the grievance meeting at paragraph 7 above, or your grievance concerns the Headteacher, the Chief Executive Officer (or a person appointed by him or her) shall hear your appeal.
- 10 **Appeal procedure:** The Headteacher, or person nominated by him or her, shall investigate your appeal. He or she may call for copies of all relevant documents. The Headteacher will invite you to attend a further meeting to discuss your appeal and will inform you in reasonable time of the timing and the location of the meeting. You must take all reasonable steps to attend the meeting.
- 11 **The appeal decision:** The Headteacher's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.
- 12 **Right to be accompanied:** You may be accompanied to the appeal meeting by a colleague or trade union official.

## Grievances following the termination of your employment

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

## Whistleblowing policy

- 1 **Wrongdoing at work:** This procedure is designed to deal with disclosure of information by an employee which relates to some danger, bribery, corruption, fraud or other unlawful or unethical conduct in the workplace. Employment legislation governs the making of disclosures concerning workplace activities and is intended to protect employees who blow the whistle on bad practice from being subjected to any detriment or from being unfairly dismissed as a result. This procedure is available to all employees who discover something they feel that they should pass on in the interests of the public. All types of wrongdoing are included whether they are acts committed by fellow employees, faults in Trust or Academy procedures or oversights which should be rectified. The procedure should be used even in the event that the act or omission causing you concern has finished or has not yet started.
- 2 **Safeguarding:** Nothing within this policy is intended to prevent staff from complying with their statutory obligations in accordance with *Keeping Children Safe in Education* (DfE, March 2015). In particular:
  - 2.1 **Safeguarding / Child Protection:** You should raise any initial safeguarding concerns with the Designated Safeguarding Lead in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures.
  - 2.2 **Whistleblowing Policy:** You should follow this procedure to raise concerns about poor or unsafe safeguarding practices at the Academy or potential failures by the Academy or staff to properly safeguard the welfare of pupils if you are concerned that the Trust's Child Protection and Safeguarding Policy and Procedures are not being followed correctly.
  - 2.3 **Children's Social Care:** In exceptional circumstances, or if at any point there is a risk of immediate serious harm to a child, a referral should be made to Children's Social Care immediately.
- 3 **Grievances:** This procedure should not however be used where you have a complaint relating to your personal circumstances in the workplace. The Grievance Procedure contained in the Employment Manual should be used in such cases.
- 4 **Detriment:** Provided that this procedure is used appropriately and correctly you will not suffer any detriment as a result of reporting the wrongdoing. A failure to follow this procedure may however make the disclosure unreasonable and the protection given to you by this procedure may be lost.

### Stage one

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

### Stage two

- 7 **Procedure:** If no response is forthcoming after seven days or if your Head of Department / Line Manager is involved in the suspected wrongdoing you shall be entitled to notify the Headteacher, as appropriate.
- 8 **Response:** You can expect a response detailing any action taken within seven days of the Headteacher becoming aware of the disclosure.

### Stage three

- 9 **Procedure:** If no such response is forthcoming you should inform Chief Executive Officer of the disclosure. Where the disclosure under Stage two was made to the Chief Executive Officer, you should inform one of the Directors.

### Stage four

- 10 **Outside body:** If you do not receive a response within seven days you shall be entitled to notify a relevant and appropriate body outside the Trust which may include:
- 10.1 the Local Authority Designated Officer;
  - 10.2 Children's Social Care;
  - 10.3 the Health and Safety Executive (**HSE**);
  - 10.4 the Environment Agency;
  - 10.5 the Information Commissioner;
  - 10.6 the Department for Education (**DfE**);
  - 10.7 the Department for Business, Enterprise and Regulatory Reform (**BERR**);
  - 10.8 the Police;
  - 10.9 the Charity Commission;
  - 10.10 Office for Standards in Education, Children's Services and Skills (Ofsted).
- 11 **Bypassing the procedure:** In extreme circumstances you will have the right to raise your concern directly with a relevant and appropriate outside body without first having followed the stages above. This may however cause damage to the Trust and/or the Academy and the Trust and/or the Academy's reputation as well as constitute a breach of your own duty of confidentiality towards the Trust and this action should only be taken in extreme circumstances and after careful thought.
- 12 **Extreme circumstances:** The Trust will consider extreme circumstances exist where you have a reasonable belief that: the Trust or Academy will subject you to detriment if you inform your Head of Department / Line Manager in accordance with Stage one above or if you inform the Headteacher in accordance with Stage two or you inform the Chief Executive Officer or a Director in accordance with Stage three; a cover-up is being mounted by the Trust; or a disclosure made previously to your Head of Department / Line Manager or the Headteacher, Chief Executive Officer or a Director in accordance with the stages above has not prompted a satisfactory response.

- 13 **The media:** Even where extreme circumstances are thought to exist, you should under no circumstances approach a commercial body or the media with details of the suspected wrongdoing. If you approach any such body and / or where your concern is disclosed for personal gain, the Trust may consider this to be gross misconduct and immediate disciplinary action may be taken against you.
- 14 **Queries:** If you have any queries about this procedure, you should contact the Company Secretary.

## **Fair processing statement for staff**

### **Introduction**

- 1 This statement is aimed at all Trust staff and explains how the Trust uses Personal Data that is covered by the Data Protection Act 1998 (the Act). The Trust may amend this statement at any time.
- 2 The purpose of the Act is to safeguard information about individuals. The Act covers issues such as data security, individuals' rights to access information about them and use and disclosure of Personal Data.
- 3 The Trust is a Data Controller under the Act. This means that it is responsible for compliance with the Act.
- 4 Personal Data is information about identifiable individuals that is held on a computer or is held in a file by reference to specific criteria concerning the individual. It also applies to some other records such as certain medical records.

### **What Personal Data the Trust holds and how it acquires it**

- 5 Examples of the Personal Data which the Trust holds about staff include:
  - 5.1 information gathered during the recruitment process such as information about education and qualifications, professional achievements and suitability for the position applied for;
  - 5.2 information about job performance. This includes information about skills, achievements, career progression and disciplinary related matters; and
  - 5.3 other information about staff such as financial information, information held as part of equal opportunities monitoring, health information (such as information about allergies) and any information held concerning disability.
- 6 The Trust may acquire Personal Data in a number of ways. For example:
  - 6.1 staff may provide us with Personal Data about themselves, for example, during the recruitment process;
  - 6.2 Personal Data may be created internally by the Trust during the course of employment. An email from the Head to a member of staff complimenting them on class management would be an example of this; and
  - 6.3 Personal Data may be acquired from outside of the Trust community such as from other schools, public authorities, public sources and in connection with references.

### **How the Trust uses Personal Data**

- 7 In respect of staff, the Trust commonly uses Personal Data for:
  - 7.1 ensuring that the Trust provides a safe and secure work environment;
  - 7.2 providing employment services (such as payroll and references);
  - 7.3 providing training and support;

- 7.4 protecting and promoting our interests and objectives - this includes fundraising;
  - 7.5 for personnel, administrative and management purposes. For example, to pay staff and to monitor their performance;
  - 7.6 safeguarding and promoting the welfare of all staff and pupils; and
  - 7.7 fulfilling our contractual and other legal obligations.
- 8 The Trust may use Personal Data for other purposes where the Act allows and where providing an explanation would not be appropriate. For example, this includes sharing Personal Data about staff with the relevant statutory agencies investigating allegations of misconduct or for the prevention and investigation of crime and the prosecution of offenders. The Trust will not use Personal Data for any other purpose unless it has first communicated the other purposes or it considers it is reasonable and fair to do so.
- 9 The Trust is the data controller which means that it is legally responsible for the information held about you.
- 10 The Trust will not use staff Personal Data for direct marketing purposes if you ask it not to.

#### **Specific examples**

- 11 This section gives specific examples of data processing which might be considered more intrusive. Because of the general wording in paragraphs 7 to 10 above it is not necessary to list every instance of how the Trust uses Personal Data but it is recommended that the Trust should add to the list above any other examples of data processing which might be considered unusual or intrusive. This might include use of staff medical information and biometrics.
- 12 **CCTV:** The Trust uses CCTV recordings for the purposes of crime prevention and investigation and also in connection with its obligation to safeguard the welfare of pupils, staff and visitors to the Trust site. CCTV recordings may be disclosed to third parties such as the police but only where such disclosure is in accordance with the Act.
- 13 **Photographs:** The Trust may use photographs of staff in its publications and promotional materials (but will not publish the name of the member of staff alongside the photo without consent). Photographs may be used in media reports. Staff may write to the Headteacher opting out.

#### **Further information**

- 14 **Contact:** If you would like any further information about anything within this statement then please contact Company Secretary.

## Data protection policy

### Introduction

- 1 **Application:** This policy is aimed at all Trust staff including temporary staff, agency workers and volunteers. It also applies to Governors and contractors. It explains the Trust's general approach to data protection, and provides practical guidance which will help to ensure that the Trust complies with the Data Protection Act 1998 (**Act**).
- 2 **Compliance:** Compliance with this policy will help the Trust to meet its obligations under the Act but it does not commit the Trust to a higher standard than is required by the Act and in some circumstances, where the Act allows, compliance with the Act will be subsidiary to other considerations.
- 3 **Responsibility:** As the Data Controller, the Trust is responsible for complying with the Act. The Board of Directors has delegated day-to-day responsibility for compliance with the Act to the Chief Executive Officer. All staff are responsible for complying with this policy.
- 4 This policy is intended to give an overview of the Act and staff obligations. This policy should be read alongside the IT acceptable use policy and any other relevant policy as communicated from time to time.
- 5 Information security is the most important aspect of data protection compliance. Most of the fines under the Act relate to security breaches such as leaving an unencrypted memory stick in a public place, sending sensitive documents to the wrong fax recipient, disposing of confidential documents without shredding them first or accidentally uploading confidential information to the web. Further information can be found below under paragraph 25.

### Terminology

- 6 **Terminology:** In this policy, the Trust has used the terms Personal Data, Sensitive Personal Data, Data Controller and processing in the same way as they are used in the Act.
- 7 **Personal Data:** This policy covers the Trust's acquisition and use of the Personal Data it holds, and in particular records about pupils, parents, guardians, carers, staff and suppliers. Personal Data is:
  - 7.1 personal information that has been, or will be, word processed or stored electronically (e.g. computer databases and CCTV recordings);
  - 7.2 personal information that is, or will be, kept in a file which relates to an individual or in a filing system that is organised by reference to criteria which relate to the individuals concerned (e.g. name, school year, school activities); and
  - 7.3 health records prepared by a doctor, nurse or other health professional.
- 8 Personal information is any information about someone who can be identified (e.g. their address, school activities, attendance record, exam results). It makes no difference whether they can be identified directly from the record itself or indirectly using other information.
- 9 The Data Subject is the person the information relates to. There may be more than one Data Subject, such as when a record concerns an incident involving two pupils.

- 10 **Sensitive Personal Data:** The Trust has special obligations in connection with the use of Sensitive Personal Data, namely information about an individual's race, ethnic origin, political or religious beliefs, trade union membership, health, sex life and actual or alleged criminal activity.
- 11 **Data Controller:** For the purposes of the Act, the Trust is the Data Controller.

#### **Acquiring and using Personal Data**

- 12 **Specific legitimate purposes:** The Trust shall only process Personal Data for specific and legitimate purposes. These are:
- 12.1 ensuring that the Trust and its Academies provide a safe and secure environment;
  - 12.2 providing pastoral care;
  - 12.3 providing education and learning for children;
  - 12.4 providing additional activities for children and parents (for example activity clubs);
  - 12.5 protecting and promoting the interests and objectives of the Trust and its Academies - this includes fundraising;
  - 12.6 safeguarding and promoting the welfare of children;
  - 12.7 for personnel, administrative and management purposes. For example, to pay staff and to monitor their performance;
  - 12.8 to fulfil the Trust's contractual and other legal obligations.
- 13 Trust Staff must not process Personal Data for any other purpose without the Chief Financial Officer's permission.
- 14 **No incompatible purpose:** The Trust shall not use Personal Data for any purpose that is incompatible with the purpose for which it was originally acquired without obtaining the Data Subject's permission. Staff should seek advice from the Chief Financial Officer in all but the clearest of cases, but if information has been obtained in confidence for one purpose, it shall not be used for any other purpose without the Chief Financial Officer's permission.
- 15 **Necessary, sufficient information:** The Trust shall not hold unnecessary Personal Data, but shall hold sufficient information for the purpose for which it is required. The Trust shall record that information accurately and shall take reasonable steps to keep it up-to-date. This includes an individual's contact and medical details.
- 16 **Outside the EEA:** The Trust shall not transfer Personal Data outside the European Economic Area (EEA) without the Data Subject's permission unless it is satisfied that the Data Subject's rights under the Act will be adequately protected and the transfer has been approved by the Chief Financial Officer. This applies even if the transfer is to a pupil's parents, guardians or carers living outside the EEA.
- 17 **Fair:** When the Trust acquires personal information that will be kept as Personal Data, the Trust shall be fair to the Data Subject and fair to whoever provides the information (if that is someone else).

- 18 **Retaining Personal Data:** The Trust shall only keep Personal Data for as long as is reasonably necessary. More specific guidelines apply in particular situations: further details are available from the Chief Financial Officer.

#### Information and explanation

- 19 **Explanations when asking for Personal Data:** Unless it is already clear to the person concerned, when the Trust asks for personal information which may be kept as Personal Data the Trust shall:
- 19.1 explain which information is optional, which is mandatory, and the consequences if it is withheld;
  - 19.2 explain why the Trust is asking for that information, and how it will be used;
  - 19.3 identify the Trust as the Data Controller; and
  - 19.4 explain who outside the Trust will receive that information.
- 20 **Informing the Data Subject:** If the Trust obtains personal information from someone other than the Data Subject, the Trust shall:
- 20.1 inform the Data Subject that the Trust has recorded that information;
  - 20.2 identify its source;
  - 20.3 explain why the Trust has acquired it, and how it will be used;
  - 20.4 identify the Trust as the data controller;
  - 20.5 explain who outside the Trust will receive that information.
- 21 A different approach may be necessary when medical, child protection or staff issues are involved: further advice is available from the Chief Financial Officer.

#### Protecting confidentiality

- 22 **Disclosing Personal Data within the Trust:** Personal Data should only be shared on a need to know basis. Personal Data shall not be disclosed to anyone who does not have the appropriate authority to receive such information, irrespective of their seniority within the Trust or their relationship to the Data Subject, unless they need to know it for a legitimate purpose. Examples include:
- 22.1 the Academy Nurses may disclose details of a lunchtime supervisor's allergy to bee stings to colleagues so that they will know how to respond, but more private health matters must be kept confidential;
  - 22.2 personal contact details for a member of staff (e.g. their home address and telephone number, and their private mobile telephone number and email address) shall not be disclosed to parents, guardians or carers, pupils or other members of staff unless the member of staff has given their permission.
- 23 **Disclosing Personal Data outside of the Trust:** Sharing Personal Data with others is often permissible so long as doing so is fair and lawful under the Act. However, staff should

always speak to the Chief Financial Officer if in doubt, or if staff are being asked to share Personal Data in a new way.

- 24 The Trust should be careful when using photographs, videos or other media as this is caught by the Act as well
- 25 **Information security and protecting Personal Data:** Most of the fines under the Act relate to security breaches. The Trust shall do all that it can to ensure that Personal Data is not lost or damaged, or accessed or used without proper authority, and the Trust shall take appropriate steps to prevent these events happening. In particular:
- 25.1 paper records which include confidential information shall be kept in a cabinet or office which is kept locked when unattended. The records should be kept in a secure location;
  - 25.2 the Trust uses a range of measures to protect Personal Data stored on computers, including anti-virus and security software, user passwords, audit trails and back-up systems;
  - 25.3 staff must keep any passwords secure although passwords are not always effective and are not a substitute for encryption. Further information is available from your IT manager;
  - 25.4 staff must not remove Personal Data from the Trust or Academy's premises unless it is stored in an encrypted form on a password protected computer or memory device. Further information is available from your IT manager;
  - 25.5 **cloud storage:** information should not be stored in the "cloud" unless it is encrypted first;  
  
Not all information needs to be encrypted first, for example this will not be necessary when dealing with low risk data. However, where sensitive confidential person data is handled encryption should be used.
  - 25.6 staff must not use or leave computers, memory devices or papers where there is a significant risk that they may be viewed or taken by unauthorised persons: they should not be viewed in public, and they must never be left in view in a car, where the risk of theft is greatly increased;
  - 25.7 staff should be very careful when sending correspondence containing Personal Data (for example, fax numbers and email addresses should be double checked);
  - 25.8 Personal Data must not be kept for longer than is necessary and any record containing Personal Data should be securely destroyed.

Staff must not handle confidential or Sensitive Personal Data when working from home, without prior authorisation.

### Requests for information by Data Subjects

- 26 **Data Subject access request:** Individuals are entitled to know whether the Trust is holding any Personal Data which relates to them, what that information is, the source of the information, how the Trust uses it, and who it has been disclosed to.

- 27 **Use of personal data:** Individuals have a legal right to ask the Trust not to use their Personal Data for direct marketing purposes or in ways which are likely to cause substantial damage or distress.
- 28 **Corrections:** Individuals have a legal right to ask for incorrect Personal Data to be corrected or annotated.
- 29 **Automatic decisions:** Individuals have a legal right to ask the Trust not to make automatic decisions (using Personal Data) if such automatic decisions would affect them to a significant degree.
- 30 **Receiving a request:** Any member of staff who receives a request for information covered by this policy from a pupil, parent or any other individual must inform the Chief Financial Officer as soon as is reasonably possible, which should in most cases be the same day. This is important as there is a statutory procedure and timetable which the Trust must follow.
- 31 **Making a request:** Any member of staff wishing to exercise a right to request information covered by this policy, can do so by submitting a request in writing to the Chief Financial Officer, and by paying the appropriate fee.

#### Further information

- 32 **ICO website:** The Trust has registered its use of Personal Data with the Information Commissioner's Office (**ICO**) and further details of the Personal Data it holds, and how it is used, can be found in the Trust's register entry on the Information Commissioner's website at [www.ico.org.uk](http://www.ico.org.uk) under registration number Z6851511. This website also contains further information about data protection. **Contact:** If you would like any further information about anything within this policy, please contact the Chief Financial Officer.

#### Breach of this policy

- 33 A member of staff who deliberately or recklessly discloses Personal Data held by the Trust without proper authority is guilty of a criminal offence and gross misconduct. This could result in summary dismissal.

## IT acceptable use policy

- 1 **Introduction:** This policy sets out the requirements with which you must comply when using the Trust's email and internet services. Failure to comply will constitute a disciplinary offence and will be dealt with under the Trust's Disciplinary Procedure.
- 2 **Property:** You should treat any property belonging to the Trust with respect and reasonable care and report any faults or breakages immediately to your IT manager. You should not use the Trust's computers unless you are competent to do so and should ask for training if you need it.
- 3 **Viruses:** You should be aware of the potential damage that can be caused by computer viruses. You must not introduce or operate any programmes or data (including computer games) or open suspicious emails which have not first been checked by the Trust for viruses.
- 4 **Passwords:** Passwords protect the Trust's network and computer system. They should not be obvious, for example a family name or birthdays. You should not let anyone else know your password. If you believe that someone knows your password you must change it immediately. You should not attempt to gain unauthorised access to anyone else's computer or to confidential information which you are not authorised to access.
- 5 **Leaving workstations:** If you leave your workstation for any period of time you should take appropriate action and, in particular, you should log off and / or set your screen saver with an appropriate password.

## Internet

- 6 **Downloading:** Downloading of any programme or file which is not specifically related to your job is strictly prohibited.
- 7 **Personal use:** The Trust permits the incidental use of the internet so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the Trust discovers that excessive periods of time have been spent on the internet provided by the Trust either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Headteacher.
- 8 **Unsuitable material:** Viewing, retrieving or downloading of pornographic material, or any other material which the Trust believes is unsuitable, at any time, is strictly prohibited and constitutes gross misconduct. Internet access may be withdrawn without notice at the discretion of the Head whilst allegations of unsuitable use are investigated by the Trust.
- 9 **Contracts:** You are not permitted to enter into any contract or subscription on the internet on behalf the Trust or any of its Academies, without specific permission from the Headteacher.

## Email

- 10 **Personal use:** The Trust permits the incidental use of its email systems to send personal emails as long as such use is kept to a minimum and takes place substantially out of normal working hours. Personal emails should be labelled 'personal' in the subject header. Use must not interfere with your work commitments (or those of others). Personal use is a

privilege and not a right. If the Trust discovers that you have breached these requirements, disciplinary action may be taken.

- 11 **Status:** Email should be treated in the same way as any other form of written communication. Anything that is written in an email is treated in the same way as any form of writing. You should not include anything in an email which is not appropriate to be published generally.
- 12 **Inappropriate use:** Any email message which is abusive, discriminatory on grounds of sex, marital or civil partnership status, age, race, disability, sexual orientation or religious belief (or otherwise contrary to our equal opportunities policy), or defamatory is not permitted. Use of the email system in this way constitutes gross misconduct. The Trust will take no responsibility for any offence caused by you as a result of downloading, viewing or forwarding inappropriate emails.
- 13 **Legal proceedings:** You should be aware that emails are disclosable as evidence in court proceedings and even if they are deleted, a copy may exist on a back-up system or other storage area.
- 14 **Jokes:** Trivial messages and jokes should not be sent or forwarded to the email system. They could cause the Trust's IT system to suffer delays and / or damage.
- 15 **Contracts:** Contractual commitments via an email correspondence are not allowed without prior authorisation of the Headteacher.
- 16 **Disclaimer:** All correspondence by email should contain the Trust's disclaimer.
- 17 **Data protection disclosures:** Subject to a number of limited exceptions, potentially all information about an individual may be disclosed should that individual make a subject access request under the Data Protection Act 1998. There is no exemption for embarrassing information (for example, an exchange of emails containing gossip about the individual will usually be disclosable). **As such staff must be aware that anything they put in an email is potentially disclosable.**

### Monitoring

- 18 **Monitoring:** Staff acknowledge and agree that the Trust regularly monitors and accesses the Trust IT system for purposes connected with the operation of the Trust. The Trust IT system includes any hardware, software, email account, computer, device or telephone provided by the Trust or used for Trust/Academy business. The purposes of such monitoring and accessing include.
  - 18.1 to help the Trust with its day to day operations. For example, if a member of staff is on holiday or is off sick, their email account may be monitored in case any urgent emails are received; and
  - 18.2 to check staff compliance with the Trust's policies and procedures and to help the Trust fulfil its legal obligations. For example, to investigate allegations that a member of staff has been using their email account to send abusive messages.

## Social media policy

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

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

## Communications policy

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

policies. Reporting your concerns in accordance with these procedures is actively encouraged by the Trust.

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

## Reference policy

- 1 **Professional references:** This policy only relates to professional references which bear the name of the Trust or one of its Academies and represents an official statement of the Trust's or one of its Academy's assessment of an existing or a former employee. These are written on the Trust's headed notepaper.
- 2 **Authorised referees:** Heads of Department, and members of the senior leadership team are authorised to give a professional reference.
- 3 **Content of references:** Professional references must be provided on the Trust's headed notepaper and must be copied to the Headteacher. The Trust will respond to any reference request in accordance with safer recruitment guidance in force from time to time.
- 4 **Personal references:** Employees will not be required to follow this procedure when writing personal references. Personal references will not be written on the notepaper of the Trust or the Academy nor refer to a person's professional performance or their relationship with the Trust or any of its Academies. Personal references simply record one person's experience of another. Any individual giving such a personal reference is personally responsible for anything said in that reference. Such references must state that they are personal references and do not represent the views of the Trust or the Academy.
- 5 **Telephone:** References will not be given over the telephone. References given in writing will not be discussed further over the telephone.
- 6 **Confidentiality:** References provided by the Trust are not intended to be seen by the employee and will normally be marked "confidential for the purposes of the Data Protection Act 1998". The same will apply to references received by one of the Trust's Academies.

## Smoking, alcohol and drugs policy

### Smoking

- 1 **No smoking:** The Trust has obligations to ensure the wellbeing of all members of staff. To facilitate this and in the interests of providing a pleasant working environment for all, the Trust prohibits smoking (to include the smoking of e-cigarettes) on all Trust or Academy premises at any time.

### Alcohol

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

### Drugs

- 7 **Controlled substances:** It is a criminal offence to use, possess or deal in any controlled substances and anyone found through the Disciplinary Procedure to be involved in any of these activities, whether during or outside working hours, will normally be dismissed for gross misconduct. The Trust will notify the Police where appropriate.
- 8 **At work:** The Trust does not permit controlled substances (other than prescribed drugs) to be used, stored or sold on Trust or Academy premises.
- 9 **Under the influence:** It is strictly forbidden to come to work or to remain at work under the influence of any drug. If you have been prescribed drugs whose side effects could have an impact on your work or behaviour, you should report this immediately to the Headteacher or the Chief Financial Officer. If the Academy considers that you are under the influence of any drug (including prescribed drugs which have or could have affected your work or behaviour and of which you have failed to notify your superior), disciplinary action will be taken.

- 10     **Screening:** The Academy will where it considers it appropriate search and / or screen individuals for drug use. This may be as a result of suspicion against the individual. It is your contractual duty to comply with all reasonable requests to search you or to undergo any blood or urine tests as deemed necessary by the Academy. An unreasonable refusal to consent will constitute a disciplinary offence. A search may include personal property as well as your person.

## Retirement policy

### Introduction

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

### Retirement

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

### Workplace discussions

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

and future steps, assist in developing a job description, ensuring a smooth handover of work and assisting in training any successor.

### **Pension**

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

## Forms

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**Flexible working request form**

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

**Notes**

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

Full details of the flexible working policy are contained in the Employment Manual.

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

## Parental leave request form

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

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

<b>Authorised by</b>	.....
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### Notes

Full details of Parental Leave entitlement are contained in the Employment Manual.

The request should be authorised by your Head of Department or line manager. The form should then be passed to the Administration Office, where a central record is maintained. Should you cease your employment with the Trust at any time your record will be sent, upon request, to your new employer.

The 'number of days authorised' in the box above are the number of days already approved, irrespective of whether you have taken them or not.

If you submit a Parental Leave request form and then subsequently change or cancel the dates, a note should be sent to the Administration Office. This is your responsibility.

You will be notified within seven days of submitting this request whether your leave has been granted.

**Paternity leave notification form**

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

**Notes**

This form should be used by members of staff wishing to take paternity leave in accordance with the paternity leave and pay policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

Full details of paternity leave entitlement are contained in the Employment Manual.

**Paternity adoption leave notification form**

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

<p><b>Notes</b></p> <p>This form should be used by members of staff wishing to take paternity adoption leave in accordance with the paternity leave and pay policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.</p> <p>Full details of paternity adoption leave entitlement are contained in the Employment Manual.</p>
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### Additional Paternity Leave (birth) request form

Name	Department
I wish to take Additional Paternity Leave ( <b>APL</b> )	
Name of child for whom APL is requested	.....
Date Expected Week of Childbirth began	.....
Date child was born	.....
I would like my APL to start on [insert date]	.....
(This date should be at least eight weeks after the date on which this application is submitted) and	
finish on [insert date]	.....
(You are entitled to one period of Additional Paternity Leave which must be taken in multiples of complete weeks and must be no less than two weeks and no more than 26 weeks long)	
I am / I am not entitled to Additional Statutory Paternity Pay [delete as applicable]	
<b>Declaration</b>	
I declare that:	
<ul style="list-style-type: none"> <li>• I am</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• the baby's biological father; or</li> </ul>	
<ul style="list-style-type: none"> <li>• the spouse or civil partner of the mother; or</li> </ul>	
<ul style="list-style-type: none"> <li>• living with the mother in an enduring family relationship but am not an immediate relative</li> </ul>	
I have responsibility for the child's upbringing	<input type="checkbox"/>
I will take time off work to support the mother or care for the child.	<input type="checkbox"/>
<b>You must be able to tick all three boxes above to be entitled to Additional Paternity Leave.</b>	
Signed .....	Dated .....

#### Notes

This form should be used by members of staff wishing to take Additional Paternity Leave in accordance with the paternity leave and pay policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

Full details of paternity leave entitlement are contained in the Employment Manual.

**Additional Paternity Leave (adoption) request form**

Name	Department
I wish to take Additional Paternity Leave ( <b>APL</b> )	
Name of child for whom APL is requested	.....
Date on which I / the adopter was notified of having been matched with the child	.....
The agency responsible for the child's adoption	.....
Date on which the child was / will be placed with me / the adopter	.....
I would like my APL to start on [insert date]	.....
(This date should be at least eight weeks after the date on which this application is submitted) and finish on [insert date] .....	
(You are entitled to one period of Additional Paternity Leave which must be taken in multiples of complete weeks and must be no less than two weeks and no more than 26 weeks long)	
I am / I am not entitled to Additional Statutory Paternity Pay [delete as applicable]	
<b>Declaration</b>	
I declare that:	
<ul style="list-style-type: none"> <li>• I am</li> <li>• the adopter; or</li> <li>• the spouse or civil partner of the adopter; or</li> <li>• living with the adopter in an enduring family relationship but am not an immediate relative</li> </ul>	<input type="checkbox"/>
I have responsibility for the child's upbringing	<input type="checkbox"/>
I will take time off work to support the adopter or care for the child.	<input type="checkbox"/>
<b>You must be able to tick all three boxes above to be entitled to Additional Paternity Leave.</b>	
Signed .....	Dated .....

**Notes**

This form should be used by members of staff wishing to take additional paternity adoption leave in accordance with the paternity leave and pay policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

Full details of paternity adoption leave entitlement are contained in the Employment Manual.

**Mother's declaration in support of Additional Paternity Leave (birth) request**

Name of mother	Name of employee
I confirm the following information for the purposes of the above named employee's application for Additional Paternity Leave	
My full address	..... ..... .....
Name of child for whom APL is requested	.....
Date Expected Week of Childbirth began	.....
My National Insurance number	.....
My employer	.....
My employer's address	..... ..... .....
<b>Declaration</b>	
I am the mother of the above named child and I am making this declaration in support of the application by the above named employee for Additional Paternity Leave (and pay, where appropriate) in respect of the above named child.	
I confirm that I am the spouse / partner / civil partner of the above named employee (a "partner" is someone who lives with you in an enduring family relationship and you are not their parent, grandparent, brother, sister, aunt or uncle).	
I was entitled to maternity allowance / statutory maternity pay as a result of becoming pregnant with the above named child.	
I commenced my entitlement to maternity allowance / statutory maternity pay on [insert date] .....	
I have given notice to my employer that I will be returning to work on [insert date of intended return to work] .....	
My entitlement to maternity allowance / statutory maternity pay will end on [insert date] .....	
I confirm that the purpose of the above named employee taking Additional Paternity Leave is to care for the above named child and / or to support me.	
To my knowledge, the above named employee is the only person exercising an entitlement to Additional Paternity Leave in respect of the above named child.	
I consent to you processing the information I have provided in this form.	
Signed .....	Dated .....

**Mother's declaration in support of Additional Paternity Leave (adoption) request**

Name of mother	Name of employee
I confirm the following information for the purposes of the above named employee's application for Additional Paternity Leave	
My full address	..... ..... .....
Name of child for whom APL is requested	.....
Date on which I was notified of having been matched with the child	.....
The agency responsible for the child's adoption	.....
Date on which the child was / will be placed with me	.....
My National Insurance number	.....
My employer	.....
My employer's address	..... ..... .....
<b>Declaration</b>	
I am the adopter of the above named child and I am making this declaration in support of the application by the above named employee for Additional Paternity Leave (and pay, where appropriate) in respect of the above named child.	
I confirm that I am the spouse / partner / civil partner of the above named employee (a "partner" is someone who lives with you in an enduring family relationship and you are not their parent, grandparent, brother, sister, aunt or uncle).	
I was entitled to statutory adoption pay as a result of the adoption of the above named child.	
I commenced my entitlement to statutory adoption pay on [insert date] .....	
I have given notice to my employer that I will be returning to work on [insert date of intended return to work] .....	
My entitlement to statutory adoption pay will end on [insert date] .....	

I confirm that the purpose of the above named employee taking Additional Paternity Leave is to care for the above named child and / or to support me.

To my knowledge, the above named employee is the only person exercising an entitlement to Additional Paternity Leave in respect of the above named child.

I consent to you processing the information I have provided in this form.

Signed .....

Dated .....

## Shared Parental Leave forms

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

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

#### Notes

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

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

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

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

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

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

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

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

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

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

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

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

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

Name .....

Address .....

.....

.....

National Insurance number .....

(Please confirm if no National Insurance number)

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

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

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

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

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

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

I consent to the Trust processing the information provided in this form and contacting my employer for the purposes of verifying this information.

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

(Mother / primary adopter)

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

(Partner)

### Notes

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

You should inform your Head of Department or line manager of this notice. The form should then be passed to the Administration Officer, where a central record is maintained. Should you cease your employment with the Trust at any time your record will be sent, upon request, to your new employer.

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

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

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

<b>Indication of SPL dates (if known)</b>	
I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take)	..... ..... .....
<b>Section B: declaration which must be completed by employee</b>	
I declare that I [ <input type="checkbox"/> satisfy / will satisfy] the following eligibility requirements to take shared parental leave (tick and sign as appropriate)	
I [ <input type="checkbox"/> have / will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the Trust.	<input type="checkbox"/> .....
At the date of the child's birth or placement for adoption, I [ <input type="checkbox"/> have / will have] the main responsibility, apart from the mother / primary adopter, for the care of the child.	<input type="checkbox"/> .....
I will comply with the Trust's shared parental leave notice and evidence requirements.	<input type="checkbox"/> .....
The information that I have provided is true and accurate.	<input type="checkbox"/> .....
I am the father of the child, or am married to, the civil partner of, or the partner of, the mother / primary adopter.	<input type="checkbox"/> .....
I will immediately inform the Trust if I cease to care for the child or if the child's mother / primary adopter informs me that she has revoked the curtailment of her maternity / adoption leave or pay period.	<input type="checkbox"/> .....
<b>Section C: declaration which must be completed by the mother / primary adopter</b>	
Name	.....
Address	..... ..... .....

National Insurance number .....  
(Please confirm if no National Insurance number)

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

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

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

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

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

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

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

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

I consent to the Trust processing the information provided in this form and contacting my employer for the purposes of verifying this information.

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

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

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

Name	Department
<p>I confirm that:</p> <ul style="list-style-type: none"> <li>• I have already submitted an opt-in notice of entitlement and intention; and</li> <li>• the start date of my first period of shared parental leave that I wish to take in this request is at least eight weeks after I have provided this notice.</li> </ul> <p>Please complete either section A <b>or</b> section B.</p>	
<p><b>Section A: please complete if your child has already been born or placed with you for adoption or if you know the exact dates on which you would like to take shared parental leave.</b></p>	
<p>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take).</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p><b>Section B: please complete if your child has not been born or placed with you for adoption yet and you wish your shared parental leave to start either on the day on which your child is born or placed with you for adoption, or a specified number of days after the day on which your child is born or placed with you for adoption.</b></p>	
<p>I wish my shared parental leave to start [• on the day on which my child is born / the following number of days after the date on which my child is born / placed with me for adoption] .....</p> <p>I wish my shared parental leave to end the following number of days after the date on which my child is born / placed with me for adoption .....</p> <p>Signed ..... Dated .....</p>	

**Notes**

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

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

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

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

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

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

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

<p><b>Notes</b></p> <p>Full details of the shared parental leave policy are contained in the Employment Manual.</p>
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## Self-certification form

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

If you are unexpectedly absent from work for sickness, injury or any other reason, you must contact the absence line as early as possible and no later than 7.00am on the first day working day of absence to explain the reason and likely duration of the absence.

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

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

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

For the purposes of the Data Protection Act 1998, by signing this self-certification form you hereby consent to the details contained herein to be processed by the Trust.

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

When you have completed this form, please pass it to the Administration Office. The Chief Financial Officer may review these forms in order to ensure that they are completed correctly and to monitor sickness absence.