



**TEES VALLEY EDUCATION TRUST**

**HR Policies Staff Handbook**

**April 2021**

## Definitions

The following definitions are used throughout this handbook:

- Human Resources/HR: Outsourced HR to HR Alchemy
- Line Manager: may also be Head Teacher/ Deputy Head Teacher/ Assistant Head Teacher/ Senior Leadership Team.
- Health and Safety / H&S Officer: Outsourced to Redcar & Cleveland Council
- Chief Operating Officer: Referred to as COO
- Senior Academy Business Manager: Referred to as SABM

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## **1 Introduction**

**1.1** Tees Valley Education Trust was established in June 2015.

**1.2** Tees Valley Education is a Multi-Trust Trust and sponsor, which is currently made up of five academies across Middlesbrough and Redcar and Cleveland. The two founding academies, Brambles and Pennyman, formed a dedicated partnership in 2010 underpinned by a passionately shared commitment to improve outcomes for all children and their communities.

**1.3** We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partnership status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

## **2 Using the HR policies staff handbook**

**2.1** This HR policies staff handbook sets out the main policies and procedures that you will need to be aware of while working at our Trust. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your Head Teacher, in the first instance.

**2.2** The policies and procedures set out in this handbook apply to all staff unless otherwise indicated.

## **3 Responsibility for the HR policies staff handbook**

**3.1** The Trust reserves the right to amend this HR policies staff handbook, but will make every effort to notify staff when there is an official change to a policy that it contained.

For example, the HR policies staff handbook may need to be changed where there is a change to:

- Statutory Requirement;
- Staff' contracts of employment, on which they will have been consulted, necessitating a change to the HR policies staff handbook too; and
- Employment law that requires a policy to be amended.

**3.2** The HR policies HR policies staff handbook will be reviewed annually by HR to ensure that its provisions continue to meet our legal obligations and reflect best practice.

**3.3** All managers have a specific responsibility to operate in accordance with the provisions set out in this HR policies staff handbook, to ensure that all staff understands the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

**3.4** Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support its policies and procedures.

**3.5** In any event, HR will carry out regular reviews of the handbook and provide appropriate updates. However, staff are responsible for their own up-to-date knowledge about the Trust's policies, procedures, benefits, and working conditions.

## 4 Personal Details, Home Address and Next of Kin

- 4.1** The Trust, through the Trust office, is responsible for maintaining up-to-date details of your home address, next of kin and emergency contact telephone numbers.
- 4.2** This information will be requested by the ABM when you start work and you should advise of any changes of your address, telephone number, next of kin to contact in an emergency, bank or building society details, gain or loss of relevant qualifications or licences (i.e. loss of driving licence), change in DBS status and/or loss of right to work in the UK straight away.
- 4.3** It is important that we maintain accurate details in case a member of staff has an accident. Information is held in confidence and is only used when needed.
- 4.4** The Trust will collect and process information relating to you in accordance with the Privacy Notice issued to members of staff. You shall comply with the Data Protection Policy when handling personal data in the course of employment including personal data relating to any staff, customer, client, supplier or agent of the Trust. You will also comply with the Trust's IT and Communication Systems Policy and Social Media Policy.
- 4.5** You will have a personnel file created which will contain details such as your Contract of Employment. During the course of employment any copy letters and/or documents relating to individual circumstances will be added to your personnel file in accordance with the Data Protection Policy.

## 5 Place of Work

The Academies are located at Pennyman Primary Trust, Wilton Primary Trust, Dormanstown Primary Trust, Brambles Primary Trust and Discovery Special Trust.

|                                                                 |                                                                              |                                                            |                                                               |                                                        |                                                                                                         |
|-----------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Brambles Primary<br>Kedward Avenue,<br>Middlesbrough<br>TS3 9DB | Discovery Special Academy<br>C/O Kedward Avenue,<br>Middlesbrough<br>TS3 9DB | Dormanstown Primary<br>South Avenue,<br>Redcar<br>TS10 5LY | Pennyman Primary<br>Fulbeck Road,<br>Middlesbrough<br>TS3 0QS | Wilton Primary<br>Lazenby,<br>Middlesbrough<br>TS6 8DY | Central Office<br>Caretakers Bungalow,<br>Pennyman Primary<br>Fulbeck Road,<br>Middlesbrough<br>TS3 0QS |
|-----------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------|

## 6 Dress Code

- 6.1** This policy does not form part of any member of staff's contract of employment and we may amend it at any time.
- 6.2** We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- promote a positive and professional image;
  - respect the needs of men and women from all cultures and religions;
  - make any adjustments that may be needed because of disability;
  - take account of health and safety requirements;
  - and help staff and managers decide what clothing it is appropriate to wear to work.

- 6.3** Managers are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.
- 6.4** Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 6.5** We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 6.6** While working for us you represent us with pupils, parents and the general public. Your appearance contributes to our reputation and the development of our Trust.
- 6.7** It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with pupils, parents or the general public.
- 6.8** Staff in certain roles will be asked to cover up visible tattoos or to remove or cover up visible body piercings.
- 6.9** You should not wear casual, gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, denim, or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.
- 6.10** Footwear must be safe and clean and take account of health and safety considerations. Flip-flops are not acceptable.
- 6.11** You should not wear clothing or jewellery that could present a health and safety risk.
- 6.12** You will be supplied with an identity badge that must be worn and visible at all times when you are at work.
- 6.13** You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 6.14** Where necessary your line manager or Human Resources can give further information and guidance on cultural and religious dress in the workplace.
- 6.15** Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Health and Safety Officer, HR or the Head Teacher.

## **7 Safer Recruitment, Selection and DBS**

### **7.1 Equal opportunities**

- 7.1.1** When recruiting, the Trust will adhere to its Equal Information and Objectives Policy.
- 7.1.2** The Trust will not discriminate against any protected characteristics, such as disability or gender, and will always promote difference and inclusion throughout the Trust.

- 7.1.3 The Trust will, where necessary, make reasonable adjustments to ensure the interview is accessible to all candidates. Candidates should inform the Trust of any reasonable adjustments that they need when they receive the invitation for an interview.
- 7.1.4 The Trust Board will review recruitment procedures annually to ensure they are accessible and do not directly or indirectly discriminate against candidates.
- 7.1.5 Candidates will not be asked about their health or any disabilities before a job offer is made, unless one of the following exemptions applies:
- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments)
  - Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment
  - Positive action to recruit people with disabilities
  - Equal opportunities monitoring (which will not form part of the decision-making process)

## **7.2 Planning, advertising and shortlisting**

- 7.2.1 Once a vacancy has been identified, the Trust will allow an appropriate amount of time for planning and structuring the recruitment process.
- 7.2.2 The Head Teacher will:
- Decide on the recruitment timeframe.
  - Decide who will be involved in the process and what their roles will be, e.g. who forms the recruitment panel and who will lead interviewing.
  - Prepare the documents that will be provided to applicants, including the job description, person specification and application form – ensuring that these documents contain a clear message about safeguarding, the checks that will be carried out and that references will be sought.
  - Ensure that application packs, where relevant, state that applicants must be willing to sign the staff disqualification declaration.

\*Where the vacancy is a leadership role, a member of the Trust Board must be involved in the recruitment process.

- 7.2.3 The job information and associated documents will be published online.
- 7.2.4 The full requirements of the role will be clearly explained, including any employment vetting requirements such as a DBS check.
- 7.2.5 The recruitment panel will comprise an appointing officer, who is responsible for the management of the entire recruitment process, and at least two other members of staff, with the Head Teacher usually being one of these.
- 7.2.6 The recruitment panel will be an odd number so majority votes can be cast.
- 7.2.7 At least one member of the recruitment panel will have successfully completed up-to-date safer recruitment training.
- 7.2.8 The recruitment panel will create the advertisement.

- 7.2.9 The recruitment panel will ensure the advertisement includes the following requirements:
- Information specific to the role on offer and the Trust as a whole
  - The benefits of the role are highlighted
  - The advertisement is relevant to the target audience
  - The advertisement is communicated directly and concisely, and includes a clear call to action
  - Applications can be submitted electronically
- 7.2.10 The recruitment panel will ensure that requests for further information from applicants are replied to promptly.
- 7.2.11 All applications are replied to with a letter notifying candidates whether they have been shortlisted or not.
- 7.2.12 Interviews are arranged for the shortlisted candidates.
- 7.2.13 Vacancies will be advertised through external media, such as the local newspaper, with due consideration to the Trust's Equality Information and Objectives Policy, ensuring that the advertisement reaches a wide range of groups.
- 7.2.14 Advertisements will contain a statement of commitment to ensuring equal rights.
- 7.2.15 Advertisements will include a job description, person specification and detail the closing date.
- 7.2.16 The contact numbers of the appointing officer and details of the application process will be clearly outlined.
- 7.2.17 Application forms will be accessible on the Trust's website.
- 7.2.18 The Trust may utilise social media for recruitment, and if doing so, will create a social media recruitment strategy to ensure that the advertisement is reaching the right people and is communicating the ethos of the Trust effectively.
- 7.2.19 When an advert receives a response, the recruitment panel will ensure that candidates receive the application pack.
- 7.2.20 The Trust will never accept a CV alone, only completed application forms.
- 7.2.21 When shortlisting candidates for an interview, all application forms will be considered.
- 7.2.22 At least two members of the recruitment panel will be involved in the shortlisting process.
- 7.2.23 Candidates who are shortlisted will meet all the essential aspects of the person specification requirements.
- 7.2.24 The Trust will ensure that the shortlisting process is as systematic as possible, and that the recruitment panel read through all applications. Each member of the panel will create their own shortlist which will then be collated and discussed.

7.2.25 Applicants will be assessed against the same shortlisting criteria to ensure a fair process.

### **7.3 Invitation to interview**

7.3.1 Before interview invitations are sent, the recruitment panel will ensure that application packs are sent and include the following:

- A copy of the advertisement
- A comprehensive job description
- A comprehensive person specification
- Any equal rights material, e.g. an equal opportunities statement
- A brief outline of the Trust, its values and aims

7.3.2 Once a shortlist has been confirmed, the applicants to be invited for interviews will be contacted by the appointing officer and suitable interview times will be decided.

7.3.3 The recruitment panel will ensure that all shortlisted candidates receive information about the interview arrangements, how they will be conducted, the areas that will be explored and what documents they should bring.

7.3.4 The recruitment panel will send shortlisted candidates the DBS self-declaration form, alongside a copy of the Trust's disqualification form, where appropriate. The candidate will be asked to bring the completed DBS self-declaration form with them in a sealed envelope if invited for interview.

7.3.5 Upon inviting candidates to interview, the recruitment panel will state that the successful candidate's identity will be checked and, where appropriate, the necessary pre-appointment checks will be carried out.

7.3.6 Where possible, the recruitment panel will obtain two references before interviewing candidates to allow for any concerns to be explored with the referee and discussed with the candidate.

7.3.7 One of the references will be from the candidate's most recent employer.

7.3.8 Where a candidate is not currently employed, verification of their most recent period of employment and reasons for leaving will be obtained from the employer.

7.3.9 References will be from a senior member of staff and not a colleague.

7.3.10 Open testimonials will not be relied upon, nor will information that has been provided by the candidate without verifying the information.

7.3.11 Electronic references will be vetted to ensure they originate from a credible source.

7.3.12 References from internal candidates will also always be scrutinised before interview.

7.3.13 Permission will be sought from the candidates before the recruitment panel contacts referees.

7.3.14 Structured questionnaires will be used to question referees and the recruitment panel will determine the questions on a case-by-case basis.

7.3.15 Information about past disciplinary action or allegations that are disclosed will be considered carefully when assessing the applicant's suitability for the post.

7.3.16 The candidate's current employer will be asked for details of any capability history in the previous two years, including the reasoning.

#### **7.4 Pre-interview checks**

7.4.1 The recruitment panel will complete the necessary pre-interview checks.

7.4.2 Pre-interview checks will include the following:

- Requesting two references from each shortlisted candidate directly from the referees – where possible, one reference will be obtained relating to the role in which the candidate worked with children
- Verifying that the candidate has qualifications or experience relevant to the post
- Checking references against application forms and noting down discrepancies or concerns, and following up these concerns with referees.
- Checking and, where necessary, relevant self-declaration forms have been sent to the shortlisted candidates

#### **7.5 Digital footprints**

7.5.1 The Trust is committed to ensuring that safeguarding is a top priority; therefore, where appropriate, the Trust may check candidates' social media or other online activity prior to interview. This process may include a search for the candidate via:

- Google
- Facebook
- LinkedIn

7.5.2 Any concerns will be addressed during the interview process.

#### **7.6 The interview**

7.6.1 During the interview process, candidates will be asked standard questions and their responses will be recorded for ease of comparison.

7.6.2 Any concerns raised through contact with referees will be discussed with the candidate at this stage.

7.6.3 The recruitment panel will ask open questions to assess the candidate's experience and suitability for the post, and to explore the candidate's motivation towards safeguarding and their suitability to work with children.

7.6.4 The candidates shortlisted for interview will submit their completed DBS self-declaration form in a sealed envelope to the recruiting officer upon entering the interview. The envelope will only be opened if an offer of employment is made.

7.6.5 The candidate will be given the opportunity to discuss any concerns or ask any questions.

7.6.6 The interview will always comprise a face-to-face interview, unless in a situation of an emergence of infectious disease. In these such situations they may be held via Microsoft Teams; however, the recruitment panel may also request that candidates complete one of

the following exercises:

- Role play exercises
- Presentations
- Group exercises
- Written exercises
- Aptitude/ability tests
- Personality questionnaires
- Getting the candidate to work in supervised activity with pupils

## **7.7 After the interview**

**After the interview has been completed, the recruitment panel will:**

- Assess all candidates' performance using the same agreed criteria.
- Ask the successful candidate to provide proof of identification and qualifications, and to complete the DBS check as soon as possible.
- Contact and provide feedback to the unsuccessful candidates – feedback will be verbal and based on evidence of their performance against the person specification for the role.

7.7.1 Interview notes and assessment materials will be held securely for an appropriate amount of time after the interviews, in line with the Records Management Policy, in case any aspect of the recruitment process is challenged.

7.7.2 After choosing a successful candidate, the Trust will:

- Make a conditional offer of employment to the candidate.
- Ask the successful candidate to provide identification and proof of qualifications, if this has not already been done.
- Complete the relevant pre-appointment checks.

7.7.3 Once an offer of employment has been made, the candidate's self-declaration form will be reviewed. If a conviction has been declared, and it is spent or filtered, the offer of employment will not be retracted based on this; however, the Academy will undertake the relevant assessments to determine whether the candidate is suitable to work in the Academy.

## **7.8 Remote recruitment**

7.8.1 The academy will follow all the requirements set out in this policy when recruiting remotely, changing only the in-person nature of the interview, and implementing the necessary additional steps to support this.

7.8.2 Online interviews will be conducted in line with the Trust's Data Protection Policy at all times.

7.8.3 Staff members conducting an online interview will ensure they understand how to operate the various relevant functionalities of the online interview platform, e.g. how to share their screen, prior to the interview commencing.

7.8.4 Staff members conducting an online interview will ensure privacy settings are adjusted appropriately on the provider's site or application.

7.8.5 The Academy will be aware of, and have due regard for, the potential risks associated with online communication, e.g. ease of anonymity, and will ensure it takes suitable precautions,

- e.g. encrypting data where possible.
- 7.8.6 The academy will ensure that any tasks set for candidates during the interview are compatible with the online nature of the interview, e.g. they do not require the exchange of physical paper resources.
- 7.8.7 The Academy will communicate its expectations to candidates regarding the use of the online platform in good time prior to the interview. These expectations will include, but will not be limited to, the following:
- The candidate will participate in the interview with both the video camera and microphone features enabled at all required times
  - The candidate will participate in the interview in a suitable setting – a quiet area with a neutral background
  - The candidate will keep personal information which is not relevant to the recruitment process private, e.g. their email password, and will not ask the staff members conducting the interview to share any such private information
  - Where necessary, the candidate will be aware that the Academy will record the online interview, and that they will be required to consent to this in order for the interview process to continue
- 7.8.8 When recording an online interview, prior permission will be acquired from the candidate in writing via email and all members of the interview will be notified before the interview commences via email, and again once they have joined the interview before recording commences.
- 7.8.9 If the candidate does not provide consent to recording the interview, the Academy will consider whether the online interview can still take place in line with Trust’s safeguarding and records management responsibilities.
- 7.8.10 The Academy will not discriminate against candidates who are recruited remotely; they will be considered fairly alongside any candidates who are not recruited remotely.
- 7.8.11 If a candidate refuses to interview remotely, the Academy will consider whether alternative arrangements for an in-person interview are possible, having due regard to the Academy’s equality duties at all times. If this is not possible, then the Academy will sensitively inform the candidate that the remote interview process is a requirement of the application process, and have a considerate and good-natured discussion with the candidate as to whether they can continue with the recruitment process at this time.
- 7.8.12 The Academy will direct candidates towards the DfE’s advice on ‘Attending your first remote interview’ prior to the interview.
- 7.9 Pre-appointment checks**
- 7.9.1 All appointments will be conditional on satisfactory completion of the necessary pre-appointment checks.
- 7.9.2 When appointing new staff, the Trust will complete the following checks:
- Verify the candidate’s identity

- Obtain an enhanced DBS certificate (via the applicant) and, for candidates engaging in regulated activity, barred list information
- Obtain a separate barred list check if an individual will start work in regulated activity before the DBS certificate is available
- Verify a candidate's mental and physical fitness to carry out their role
- Verify the person's right to work in the UK
- Make further checks on any individual who has lived or worked outside the UK
- Verify professional qualifications, as appropriate
- For those in management or trustee roles, a section 128 check will be carried out

7.9.3 The recruitment panel will ensure any candidate employed to carry out teaching work is not subject to a prohibition order or any sanction or restriction imposed (that remains current) by the GTCE before its abolition in March 2012.

7.9.4 If the Trust has reason to believe that an individual is barred, it is an offence under section 9 of the Safeguarding Vulnerable Groups Act (SVGA) 2006 for the Trust to allow the individual to carry out any form of regulated activity.

7.9.5 The Trust will contact the Teaching Regulation Agency Teacher Services to check if a proposed Trustee is barred as a result of being subject to a section 128 direction.

7.9.6 Checks for all prohibitions, directions, sanctions and restrictions will be carried out by using the secure access portal on the Teacher Services' webpage.

7.9.7 There is no requirement to obtain an enhanced DBS certificate or carry out checks for events that may have occurred outside the UK if, in the three months prior to their appointment, the applicant has worked:

- In a Trust in England in a post which brought them into regular contact with children or young persons; or
- In any post in a Trust since 12 May 2006 which did not bring the person into regular contact with children or young persons

**Candidates who have lived outside the UK**

7.9.8 No exceptions will be made for candidates who have lived outside of the UK. All mandatory checks outlined in this policy will be carried out, along with additional checks where necessary.

7.9.9 For candidates who have lived or worked outside the UK, the Academy will make further checks where necessary, including, but not limited to:

- Obtaining an enhanced DBS certificate with barred list information, including for candidates who have not been to the UK before.
- For teaching staff, obtaining proof of their past conduct as a teacher from the professional regulating authority in the country in which they worked, where available.

**7.10 After the pre-appointment checks**

7.10.1 Once the pre-employment checks have been completed, the recruitment panel will:

- Agree a start date with the candidate.
- Destroy the completed self-declaration forms.

- Submit contractual paperwork, including the completed Recruitment Decision Form, DBS check, copies of identification, references, proof of qualifications, pre-employment medical information from CHARM, P45, application/equal opportunities and emergency contacts.
- Add the required details of the checks carried out to the Trust's SCR.

## **7.11 Employment reference**

### **7.11.1 Benefits of providing a reference**

Although the Trust has no statutory duty to provide an employee with a reference, it is good practice to do so. Providing references upon request establishes goodwill between the Trust and the individual requesting it. It also allows the prospective employer of the individual to make use of the information provided during their recruitment procedure. Refusal could have an adverse effect on the employee and may therefore be viewed as discriminatory. Similarly, omitting to provide the new employer with information which could cause them to suffer a loss, may lead to a negligence claim against the Trust. Senior Leaders are therefore requested to provide factual references in accordance with the Trust's Employment Reference Policy.

### **7.11.2 Duty of care to the employee who is the subject of the reference**

### **7.11.3 The Trust owes a duty of care to the employee in preparing the reference. All references should be accurate, fair, and must not give a misleading overall impression of the employee. Information provided must always be factual.**

### **7.11.4 The legal issues include:**

- There is a duty of care in negligence on the referee and the content should only include factually correct information. An employee/former employee may complain, if they consider the reference to be inaccurate. Subjective or ambiguous opinions should not be included.
- There is an implied duty of mutual trust and confidence between the referee and the employee. Only information which has previously been brought to the attention of the employee, and in a formal manner, should be included in the reference (i.e. current formal disciplinary issues or shortcomings in the capability of the employee).

### **7.11.5 A duty not to make defamatory or false comments.**

## **7.12 Duty of care of the referee to the recipient of reference**

### **7.12.1 The Trust owes a duty of care under the principles of negligent misstatement to the new employer. This implies that failure to disclose relevant employee facts, (i.e. omitting the fact that the employee has been found to lack appropriate capability in carrying out his/her duties) which results in the new employer suffering a loss, could lead to a negligence claim against the Trust.**

## **7.13 Inaccurate References**

### **7.13.1 It is emphasised that reasonable care should be taken in the preparation of a reference. Senior Leaders will not discriminate in the application of this policy and procedure in respect of but not restricted to: age, disability, race, nationality, ethnic or national origin, gender,**

religion, beliefs, sexual orientation, domestic circumstances, social and employment status, HIV status, gender reassignment, political affiliation or trade union membership.

#### **7.14 Data Protection**

7.14.1 The Data Protection Act 2018 requires that measures should be taken to keep all personal information held on an employee confidential. The Act also gives employees the right, upon request, to be supplied with a copy of information held on them. In the interest of transparency, references written on behalf of the Trust will be provided to employees, if requested. Senior Leaders must therefore provide a copy of the reference to the ABMs for the employee's personnel records. Due to the legalities involved with references, if in doubt, senior leaders should always consult with the CEO before disclosing or discussing any references with employees. References should not be provided to 3rd parties, such as banks, estate agencies etc., unless written authorisation has been received from the employee and the CEO.

#### **7.15 Eligibility to provide employment references on behalf of the Trust**

7.15.1 Only those staff working at Deputy Head of Trust level or above may provide a reference on behalf of the Trust. They may delegate the writing of the reference to another member of staff with direct line management responsibilities but will at all times remain responsible for the content. They should, therefore, check all references thoroughly before they are sent to ensure the accuracy and validity of information.

#### **7.16 Personal / Character References**

7.16.1 Whilst this guidance covers, in the main, the provision of employment references, there are occasions when personal and character references are sought. Personal character references are personal opinions of a person's character and must not be written on behalf of the Trust. These references may under no circumstances be written on Trust or Trust headed paper. Should employees wish to provide a personal reference in support of a colleague, then the referee should state this clearly on the reference and should not make comment on timekeeping, attendance, competency, abilities, disciplinary records etc. As with the employment reference, a professional reference should be honest, accurate and fair and the information provided must be able to be evidenced. Should there be any uncertainty over the provision of personal character references, the Head Teacher should be contacted for advice.

#### **7.17 Telephone Reference Requests**

7.17.1 The provision of telephonic references is strictly prohibited by the Trust. No information about trust staff (current or ex-employees) may be given telephonically. Any requests for verbal reference should be responded to with an offer of a written reference in accordance with the guidelines of the Trust's Employment Reference Policy. The referee should ensure that such a request is obtained in writing before providing the reference.

#### **7.18 Other Reference Requests**

7.18.1 The provision of other reference requests such as financial, rental etc. will only be considered once written consent has been provided. Responses will be sent on a standard template.

#### **7.19 Breach of Policy**

- 7.19.1 Staff working below the level of Deputy Head of Trust, are under no circumstances, (except those outlined in Section 3) permitted to provide references on behalf of the Trust. Personal character references should not to be written on behalf of the Trust. Referees should take reasonable care in preparing references, and ensure that all information provided in references should be fair, accurate and not give a misleading overall impression of the employee. Referees should ensure that they formulate the reference in line with the requirements/job description of the new role the employee has applied for. Referees may need to ask for the job description from the prospective employers if it has not been provided when reference is requested.
- 7.19.2 Any uncertainty regarding the provision of references should be clarified with the CEO and/or COO. Breach of this policy will be deemed as misconduct and may lead to subsequent disciplinary action up to and including dismissal for both the referrer and referee.

## **7.20 Obtaining References**

Trust employees should bear in mind that when requesting references during the recruitment process, it should be made clear that any reference supplied will be shared on request with the individual the reference relates to. All requests should have wording such as: 'The Trust has an open disclosure policy and any reference you supply may be shared with the individual the reference relates to.'

- 7.20.1 Please refer to the Trusts recruitment policies, for further details on requesting references for prospective employees.

## **7.21 Reference Template**

- 7.21.1 It is the Trust's policy that the reference templates are used in the provision of all references. The advice of the CEO should be sought in all cases of uncertainty.
- 7.21.2 Should a reference request come in any other form, this should be disregarded and the reference must be given using one of the templates.

## **7.22 Date of employment**

- 7.22.1 The Head Teacher holds all employment information and should be consulted to confirm details of employment. (i.e. start/leaving dates and days of absence).

## **7.23 Sickness Data**

- 7.23.1 When providing information on an employee's sickness absence, it is recommended that the days of absence are stated as the number of instances of absence and the total number of days absent over the past 2 years. It should be noted that the reasons for the sickness absence may not be divulged as it can amount to the processing of sensitive personal data.
- 7.23.2 However, in instances of high sickness absence the line manager may wish to agree the wording around the reasons for sickness absence with the employee prior to sending the reference to the new employer. This is to ensure that information is not only accurate, but that a fair overall impression is projected.

## **7.24 Employees under investigation or with live cautions**

- 7.24.1 In instances where references are requested for employees where there are issues regarding capability (capability must previously have been discussed with the employee and documented), safeguarding, or where an employee has been dismissed, suspended or resigned whilst a disciplinary action is pending, advice must be sought from the CEO before any action is taken.
- 7.24.2 Important: Referees must send signed hard copies of any references to the ABM. Such copies can be used should the content be challenged. The ABM is responsible for ensuring that the document is scanned, an electronic copy is saved and a hard copy is placed in the appropriate personnel file.

## **7.25 Disclaimers**

- 7.25.1 The following should be added to all references given on behalf of the trust (not character references)
- 7.25.2 'This reference is given in confidence, to the addressee only, and only for the purposes for which it was requested. The reference is given in good faith, based on the information available to the Trust at the date on which it is given. Neither the Trust, nor the author of the reference, accept any responsibility or liability for any loss or damage caused to the addressee or any other third party as a result of reliance being placed on it.'

## **7.26 Safer recruitment training**

- 7.26.1 At least one member of the recruitment panel will have completed formal safer recruitment training.
- 7.26.2 As a measure of good practice, the Trust will ensure that this training is renewed every five years.

## **7.27 Monitoring and review**

- 7.27.1 This policy is reviewed annually by the Trust Board and the COO.
- 7.27.2 Any changes made to this policy by the Trust Board and the COO will be communicated to all members of staff.
- 7.27.3 All members of staff are required to familiarise themselves with all processes and procedures outlined in this policy as part of their induction programme.

## **8 DBS**

### **8.1 Procedures for staff**

- 8.1.1 Staff who will be in regulated activity are required to obtain an enhanced DBS certificate with a barred list check.
- 8.1.2 All other staff who have an opportunity for regular contact with children who are not engaging in regulated activity are required to obtain an enhanced DBS certificate, which does not include barred list information.

- 8.1.3 Staff are required to show the original DBS certificate to the Head Teacher before they begin their employment or as soon as practicable after their employment begins.
- 8.1.4 Where the Trust has concerns about an existing staff member's suitability to work with children, all relevant checks will be carried out as if the individual were a new member of staff.
- 8.1.5 For staff who work in childcare provision, or who are directly concerned with the management of such provision, the Academy will ensure the appropriate checks are carried out to confirm the individuals are not disqualified under the Childcare (Disqualification) Regulations 2018.
- 8.1.6 If a member of staff moves from a post that was not in regulated activity into a post involving regulated activity, all the relevant checks will be carried out.
- 8.1.7 Every September all staff must complete the Disqualification Declaration Form – Annual Review – Form B and return to the Head Teacher/ABM to review and file. Any previous annual review is to be disposed of confidentially and replaced with the update form.

## **8.2 Agency and third-party staff**

- 8.2.1 The Head Teacher will obtain written confirmation from any agency or third-party organisation that the organisation has carried out all the necessary DBS checks on an individual who will be working at the Trust that the Trust would otherwise perform.
- 8.2.2 Where the position requires a barred list check, this will be obtained by the agency or third party prior to appointing the individual.
- 8.2.3 The Head Teacher will check that the individual presenting themselves for work is the same person for whom the checks have been made.

## **8.3 Trainee/student teachers**

- 8.3.1 Where applicants for initial teacher training are salaried by the Trust, the Head Teacher will ensure that all necessary DBS checks are carried out. As trainee teachers are likely to be engaging in regulated activity, an enhanced DBS certificate (including barred list information) must be obtained.
- 8.3.2 Where trainee teachers are fee-funded, the training provider is responsible for carrying out the necessary checks. The Head Teacher will obtain written confirmation that the necessary checks have been carried out, and that the trainee has been judged by the provider to be suitable to work with children.

## **8.4 Procedures for Trustees**

- 8.4.1 Trustees are required to have an enhanced DBS certificate. The Trust Board will apply for a certificate for any Trust who does not have an enhanced certificate. Governance is not a regulated activity and so Trusts will not need a barred list check unless, in addition to their governance duties, they also engage in regulated activity.
- 8.4.2 The ESFA will carry out suitability checks on all newly appointed chairs of trustees. These checks include:
- An identity check.

- Confirmation of the right to work in the UK.
- An enhanced DBS check.
- A requirement to provide additional information if the individual has lived outside the UK for a period of 12 months or longer.

8.4.3 The Trust Board will contact The Teaching Regulation Agency (TRA) Teacher Services to check if a proposed Trustee is barred because of a section 128 direction.

8.4.4 Associate members will not be asked to undertake a DBS check.

8.4.5 Trustees and members will be subject to a Section 128 check.

## **8.5 Procedures for volunteers**

8.5.1 Under no circumstances will a volunteer who has undergone no checks be left unsupervised or allowed to work in regulated activity.

8.5.2 The Head Teacher will obtain an enhanced DBS check, with barred list information, for any volunteer who is new to working in regulated activity.

8.5.3 In some circumstances, the Head Teacher may obtain an enhanced DBS certificate for volunteers who are not engaged in regulated activity but will not request barred list information.

8.5.4 There is no requirement to re-check volunteers in regulated activity if they have already had a DBS check, including barred list information; however, the Trust will conduct a repeat DBS check, with barred list information, where there are concerns about a volunteer.

8.5.5 The Head Teacher will undertake a risk assessment and use their professional judgement when deciding whether to obtain an enhanced DBS certificate for any volunteer not engaging in regulated activity. The risk assessment will consider the following:

- The nature of the volunteer's work with children
- What the Trust knows about the volunteer, including formal or informal information offered by others
- Whether the volunteer has other employment or undertakes voluntary activities where referees can advise on their suitability
- Whether the role is eligible for an enhanced DBS check

8.5.6 Details of the risk assessment will be recorded.

8.5.7 The Head Teacher will determine whether a volunteer is supervised. For a person to be considered supervised, the supervision must be:

- By a person who is in regulated activity.
- Regular and day-to-day.
- Reasonable in all the circumstances to ensure the protection of children

8.5.8 When allowing any volunteers to work at the Trust, the Head Teacher will check that the individual presenting themselves for work is the same person for whom the checks have been made.

## **8.6 Procedures for visitors**

- 8.6.1 The Trust does not have the power to request DBS checks to be carried out on visitors who do not have unsupervised access to children.
- 8.6.2 The Head Teacher will use their professional judgement when considering the need to escort or supervise visitors.
- 8.6.3 Visitors to the Trust who undertake work with children will require a DBS check and their employment organisation should provide the Trust with their name, certificate number, date, workforce and level of their DBS checks.

## **8.7 Procedures for contractors**

- 8.7.1 Contractors who engage in regulated activity will be required to obtain an enhanced DBS certificate with barred list check.
- 8.7.2 Any contractors who have the opportunity for regular contact with children, but who would not be in regulated activity, will be required to obtain an enhanced DBS check. The academy is responsible for determining the appropriate level of supervision depending on the circumstances.
- 8.7.3 If a contractor working at the Trust is self-employed, the Head Teacher will consider if they need to obtain a DBS check on the contractor's behalf. The level of check would depend on whether the individual is in regulated activity, regular contact or supervised.
- 8.7.4 The Head Teacher will check the identity of contractors and their staff upon arrival to the Trust. Under no circumstances will a contractor in respect of whom no checks have been obtained be allowed to work unsupervised or engage in regulated activity.

## **8.8 Staff who have lived or worked outside the UK**

- 8.8.1 New staff members who have lived or worked outside the UK will be checked in the same way as all other staff, in line with the procedures outlined in paragraph 8.1 of this policy.
- 8.8.2 The DBS cannot obtain police records from overseas; however, a check will be conducted to establish whether the individual has disclosed any criminal convictions during their time in the UK.
- 8.8.3 As of January 2021, the TRA no longer maintains a list of teachers from the European Economic Area (EEA) with sanctions. The Academy will continue to carry out safer recruitment checks on all applicants.
- 8.8.4 For applicants who have lived or worked outside of the UK, the Academy will make any further checks it deems appropriate so that relevant events that occurred outside the UK can be considered, including obtaining enhanced DBS certificate with barred list information, even if the applicant has never been to the UK.
- 8.8.5 The Academy will request that teachers provide a letter of professional standing issued by the professional regulating authority in the country in which they worked.
- 8.8.6 As the DBS cannot provide details of police records for overseas applications, the Trust is aware that the DBS information may not provide a complete picture of a candidate's criminal record.

- 8.8.7 In relation to the above, the Trust will conduct additional recruitment checks such as obtaining a certificate of good conduct from relevant embassies or the police.
- 8.8.8 A check will also be made for any teacher sanctions or restrictions that a European Economic Area (EEA) authority has imposed.
- 8.8.9 The Trust will be extra vigilant when considering an applicant from overseas and will obtain additional references to ensure their suitability for the role.

## **8.9 Transgender process**

- 8.9.1 DBS offers a confidential checking process for transgender applicants. This process is for transgender applicants who do not wish to reveal details of their previous identity to their prospective employer. The individual can email [sensitive@dbsgsi.gov.uk](mailto:sensitive@dbsgsi.gov.uk) for more information.

## **8.10 Procedures for adults supervising children on work experience**

- 8.10.1 The Trust will consider the specific circumstances of the work experience placement when considering what level, if any, of DBS check is required on individuals supervising pupils on the placement.
- 8.10.2 Consideration will be given to whether the person providing supervision to the pupil will be unsupervised themselves and providing the supervision frequently, i.e. more than three days in a 30-day period, or overnight.
- 8.10.3 The Head Teacher will ask the employer providing the work experience to confirm that any member of staff who will be working with the child unsupervised and frequently is not a barred person.
- 8.10.4 The Trust is not able to request an enhanced DBS check with barred list information for staff supervising pupils who are aged 16 to 17.
- 8.10.5 Work experience providers are not able to request any DBS checks for pupils under 16.

## **8.11 Disclosures containing criminal information**

- 8.11.1 A DBS check is considered to contain criminal information if it includes details of the following:
- A police record of convictions, cautions, reprimands and final warnings
  - DBS barred list
  - Any other relevant criminal information obtained by the police
- 8.11.2 If an individual has more than one conviction, regardless of offence type or time passed, each conviction will be considered individually, rather than all being automatically disclosed.
- 8.11.3 As from 28<sup>th</sup> November 2020, standard and enhanced DBS certificates will no longer automatically disclose:
- Youth cautions, reprimands and warnings
  - All spent convictions where the individual has more than one conviction (unless disclosed under the other rules).

- 8.11.4 In the event of a disclosure containing criminal information, the Head Teacher will check whether the individual has obtained any previous criminal convictions or cautions by instructing them to complete a disclosure review form, which will be followed by a meeting.
- 8.11.5 The Head Teacher will discuss the disclosed information with the CEO immediately to agree a course of action regarding any prospective or existing staff.
- 8.11.6 The individual will be required to attend a meeting with the Head Teacher to confirm that the convictions are theirs. If the individual denies that the convictions relate to them, the Head Teacher will contact the DBS to carry out an investigation.
- 8.11.7 If it is established by the DBS that the convictions do concern the individual, the Head Teacher will explore the circumstances surrounding these and their suitability to work with children, in accordance with the Trust Board.
- 8.11.8 If a DBS check comes back unclear and requiring further investigation, the individual is to be contacted to discuss.
- 8.11.9 For prospective staff, all posts will remain pending whilst meetings and investigations take place.
- 8.11.10 For current staff, the Head Teacher will consider whether adjustments will need to be made whilst meetings and investigations take place, including:
- Whether the member of staff can continue their practice.
  - Whether closer supervision is required of the member of staff.
  - Whether the member of staff should be temporarily transferred to other duties.
  - Whether the staff should be dealt with in accordance with the Disciplinary Policy and Procedure and suspended with entitlement to full pay.
- 8.11.11 The Head Teacher will consult the COO when deciding what adjustments will need to be made for the member of staff concerned.
- 8.11.12 An exception to paragraph 8.11.7 is if the Head Teacher was already aware of the member of staff's convictions and had previously discussed with the Trust Board that they were still suitable for their appointment, or, if it is revealed that the convictions do not relate to the individual concerned.

## **8.12 Making a recruitment decision**

- 8.12.1 The Head Teacher will consider the magnitude of any DBS disclosures.
- 8.12.2 Major disclosures will result in the candidate being automatically unsuitable for the role. These include where the adult is named on the following lists:
- Children's barred list
  - Adults' barred list
- 8.12.3 Serious disclosures which involve criminal activity, but do not pose a risk to pupils, will be discussed with the Head Teacher prior to the candidate being accepted for the role.
- 8.12.4 The Head Teacher will endeavour to ascertain the relevant facts from the individual and decide upon a conclusion. Following this, the candidate will receive a rejection or acceptance letter.

- 8.12.5 When considering an applicant who will not be working in regulated activities, the Trust will not take into account any minor or old convictions which are ‘protected’ from disclosure, as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2016).
- 8.12.6 When deciding to accept or reject a candidate, the Trust will consider the following information:
- The relevance of the disclosure in relation to the position applied for
  - The nature of the offence or other matters revealed
  - The length of time since the offence or other matters occurred
  - Whether there is a pattern of offending behaviour
  - Whether the candidate’s circumstances have changed since the offending behaviour or other matters occurred
  - Any extenuating circumstances surrounding the offence and explanations offered
- 8.12.7 A risk assessment will be conducted by the Head Teacher following a positive disclosure, before deciding on the candidate’s suitability.
- 8.12.8 A record of all recruitment decisions following positive DBS disclosures will be kept by the Head Teacher and COO.
- 8.12.9 Depending on the circumstances of each case, the CEO may be asked to countersign the form recording the recruitment decision.

### **8.13 DBS update service**

- 8.13.1 The DBS update service is available for individuals to join (for an annual fee to be borne by the employee). Staff members will be encouraged to join the DBS update service to ensure that their DBS certificates are up-to-date. The update service enables portability of a certificate across employers (within the same workforce) and ease of repeat checking.
- 8.13.2 The Trust will only check the status of any DBS certificates if this is legally required for a new role or a change in role. The individual’s consent will be gained before the DBS certificate status is checked.

### **8.14 Referral to the DBS**

- 8.14.1 The Trust has a legal duty to refer to the DBS anyone who has harmed, or poses a risk of harm, to a pupil where:
- The harm test is satisfied
  - The staff member has received a caution or conviction for a relevant offence, or if there is reason to believe the staff member has committed a listed relevant offence
  - The staff member has been removed from working (paid or unpaid) in regulated activity, or would have been removed had they not left the Trust
  - The staff member has been moved to an area of work not in regulated activity
  - The staff member has been suspended.
- 8.14.2 Referrals will be made as soon as possible, and ordinarily on conclusion of an investigation (to gather enough evidence to inform any decision to refer as DBS rely on referral evidence and any other evidence gathered), after the resignation, removal or redeployment of the staff member.

## **8.15 Recruitment of ex-offenders**

- 8.15.1 The Trust selects all candidates for interview based on their skills, qualifications and experience.
- 8.15.2 The Trust is aware of its responsibility under the Police Act 1997 not to discriminate applicants based on their criminal record.
- 8.15.3 The Trust will only ask an individual to provide details of convictions and cautions that the Trust is legally entitled to consider when recruiting candidates.
- 8.15.4 All job application forms, job adverts and recruitment briefs that require a DBS check will outline that an application for a DBS certificate will be submitted for all candidates once they have been offered the position.
- 8.15.5 During the recruitment process, the Trust will ensure that a discussion between the recruitment panel and Head Teacher takes place to evaluate any offences or other matters relevant to the position.
- 8.15.6 Candidates will be informed that failure to reveal any information which is directly related to the post could result in withdrawal of an offer of employment.
- 8.15.7 Any DBS certificates that reveal criminal information will be discussed with the individual, and their eligibility for the position will be reviewed in accordance with paragraph 8.12 of this policy.

## **8.16 Single central record (SCR)**

- 8.16.1 The COO maintains an up-to-date SCR of pre-appointment checks covering all staff (including teacher trainees on salaried routes), supply staff, and all members of the Trust Board.
- 8.16.2 The Trust and its academies will maintain and regularly update the SCR which is securely stored electronically.
- 8.16.3 All new employees will be added to the academy record, which will include:
- All staff (including supply staff) who work at the academy or central team
  - All others who work in regular contact with children in the academy including volunteers
- 8.16.4 All Trustees and Members will be recorded and maintained by the central team
- 8.16.5 The bullet points below set out the minimum information that must be recorded in respect of staff members (including teacher trainees on salaried routes). The record will indicate whether the following checks have been carried out or certificates obtained, and the date on which each check was completed/certificate obtained:
- An identity check
  - A barred list check
  - An enhanced DBS check
  - A prohibition from teaching check
  - Further checks on people living or working outside the UK, including checks for European Economic Area (EEA) teacher sanctions and restrictions

- A check of professional qualifications
- A check to establish the person's right to work in the UK
- For those in management or trustee roles, a section 128 check

8.16.6 For supply staff, the Trust will include whether written confirmation has been received that the employment business supplying the member of supply staff has carried out the relevant checks and obtained the appropriate certificates, and the date that confirmation was received and whether any enhanced DBS check certificate has been provided in respect of the member of staff.

8.16.7 There is no requirement for fee-funded trainee teachers to be recorded on the SCR.

## **8.17 Data handling**

8.17.1 All DBS certificates will be stored in accordance with the Trust's Data Protection Policy and will be stored securely and password protected. Access to certificates will be strictly controlled and limited to those who are entitled to see them as part of their duties.

8.17.2 In accordance with the Police Act 1997, access to DBS certificates is strictly controlled and records will only be accessed by the Head Teacher and COO.

8.17.3 If in exceptional circumstances, and as part of their duties, another member of staff is required to access a DBS certificate, the Trust will keep a record of the named individual, and the individual whom the DBS certificate concerns will be informed prior to the sharing of the information. It is a criminal offence to pass the information to anyone who is not entitled to see it.

8.17.4 DBS certificate information will only be used for the specific purpose for which it was requested and for which the individual's full consent has been given.

8.17.5 The Trust will not keep DBS certificates for any longer than is necessary once a recruitment decision has been made – usually, for no longer than six months to allow for the consideration and resolution of any disputes or complaints. Copies of other documents used to verify the applicant's identity, right to work and required qualifications will be kept for the personnel file.

8.17.6 In exceptional circumstances, such as safeguarding audits, the Trust may decide to retain DBS certificates for longer than six months. In such cases, the Trust will consult the DBS and will have due regard to the data protection and human rights of the individual concerned.

8.17.7 DBS certificates will be disposed of securely such as by shredding, pulping or burning.

8.17.8 Prior to disposal, all waste will be stored securely in a confidential waste bin.

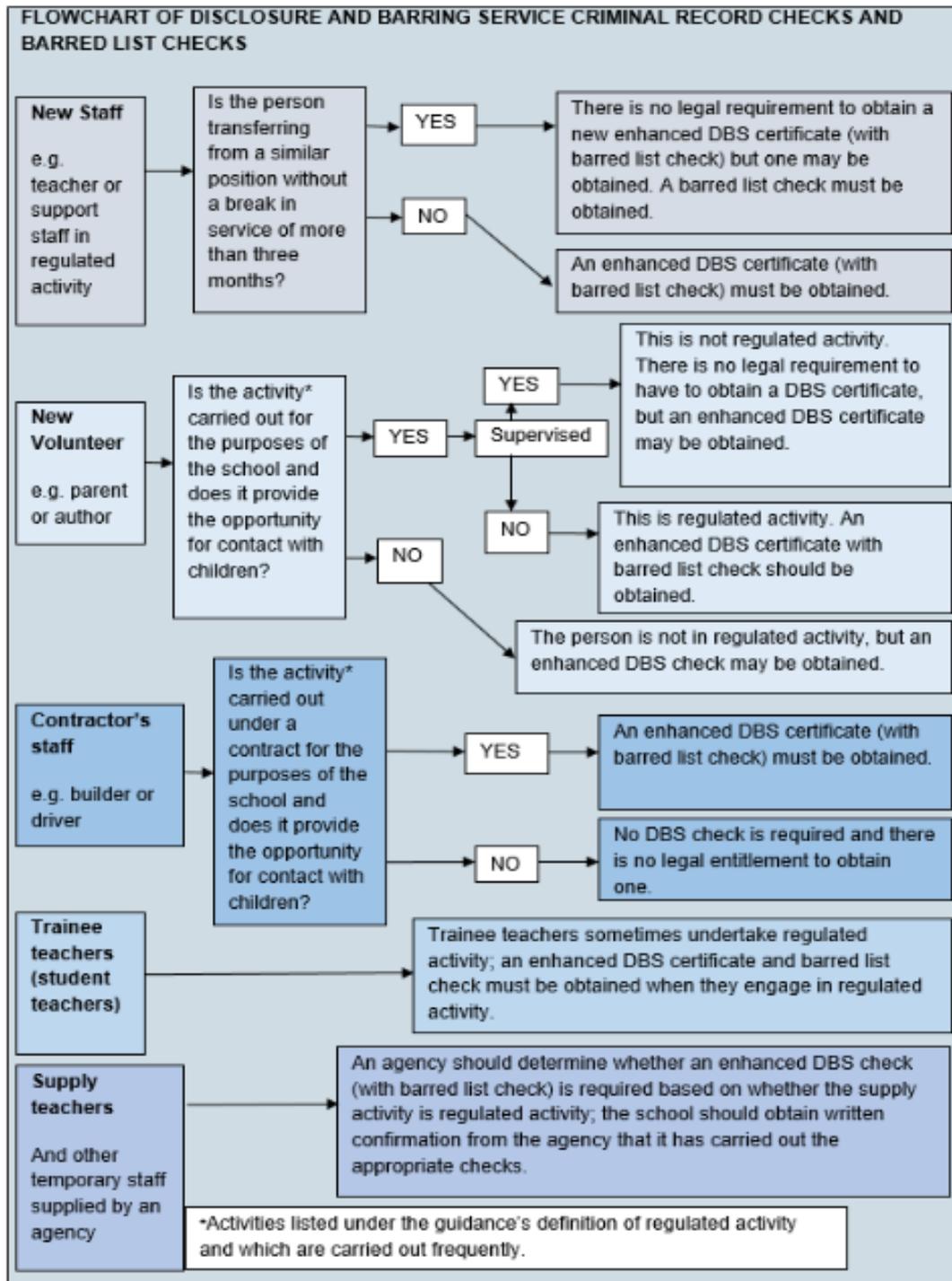
8.17.9 Although the Trust will not keep any copy of the certificate, a record will be kept of the following:

- The date of issue of the certificate
- The name of the subject
- The type of certificate requested
- The position for which it applied to
- The unique reference number
- The details of the final recruitment decision

## **8.18 Recruitment of Ex-Offender Policy**

- 8.18.1 Tees Valley Education Trust is required to send a copy of its policy on the recruitment of ex-offenders to all job applicants.
- 8.18.2 The Trust Board fully complies with the DBS Code of Practice and will not discriminate unfairly against any subject of a disclosure on the basis of conviction or other information revealed.
- 8.18.3 All applicants are subject to a DBS check before the job appointment is confirmed; this includes details of convictions, cautions and reprimands, as well as spent and unspent convictions. A positive disclosure will not necessarily prohibit a candidate from being offered a position.
- 8.18.4 The Trust will not take into account any minor or old convictions which are 'protected' from disclosure when considering an applicant, as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2015)
- 8.18.5 The Trust is committed to the fair treatment of all applicants, regardless of race, gender, religion, sexual orientation, responsibilities for dependants, age, physical or mental disability or offending background.
- 8.18.6 The Trust promotes equal opportunity and welcomes applicants from a wide range of backgrounds, including those with criminal records.
- 8.18.7 Candidates are selected for interviews based on their skills, qualifications and expertise.
- 8.18.8 All application forms and recruitment notices will contain a statement that a disclosure will be requested if a position is offered.
- 8.18.9 All applicants are encouraged to provide details of their criminal record at the earliest stage possible. This may be sent under a separate and confidential cover.
- 8.18.10 All applicants will be made aware of the existence of the DBS Code of Practice and will be provided with a copy on request.
- 8.18.11 The Trust is committed to ensuring all disclosure information will only be seen by those who require access as part of their duties.
- 8.18.12 The Trust will discuss any matters revealed on a DBS certificate with the applicant before withdrawing a conditional offer of employment.
- 8.18.13 At the interview, or in a subsequent discussion, open and measured discussion will take place on the subject of the offences.
- 8.18.14 Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of any offer made.
- 8.18.15 Legal advice is available for all involved in the recruitment process to ensure they can identify and assess the relevance and circumstances of offences.
- 8.18.16 All recruitment personnel have received appropriate training and guidance in the relevant legislation relating to the employment of ex-offenders.

9 Flowchart of DBS and barred list checks



## **10 Induction and Training**

- 10.1.1 The purpose of induction is to integrate new staff into the Trust so that he/she is encouraged to become an effective and motivated member of the team. Effective induction is a major contributory factor in retaining newly appointed staff.
- 10.1.2 An effective induction programme is not a one-off event but takes place over a period of some weeks and is an on-going process to ensure that the new member of staff settles well into the Trust and is confident carrying out the full scope of his/her duties. Essential information should be supplied to the new member of staff in a planned and systematic way to avoid information overload and to ensure that he/she is able to absorb it.
- 10.1.3 Although all new staff should be supplied with the core information set out under the induction checklist (below), the design and content of the induction programme will depend on factors such as the new member of staff's role, level of responsibility and previous work experience. Managers should therefore be prepared to vary the induction programme to suit the particular needs of the new member of staff and his/her role specification.
- 10.1.4 Staff will be given a health and safety induction and provided with appropriate safety training, which may include manual handling, control of substances hazardous to health (COSHH), working at height, asbestos awareness, gas safety, electrical safety and the use of personal protective equipment (PPE).

### **10.2 Induction checklist**

- 10.2.1 The manager should provide a newly appointed member of staff with a range of information and training about the Trust and his/her new job, including:
- Departmental structure;
  - The workplace;
  - The purpose and key responsibilities of his/her new role;
  - Fire and health and safety procedures;
  - The individuals with whom he/she will be working;
  - Expected standards of behaviour and performance;
  - Probationary arrangements;
  - Completion of all necessary documentation relating to his/her appointment; and
  - All policies, procedures and rules, including those concerning equal opportunities.
  - HR policies staff handbook including signature of receipt.
- 10.2.2 The manager should use an induction checklist to ensure that the new member staff is provided with an induction containing all the relevant information relating to these areas. The induction checklist should be signed by the new member of staff and returned to the human resources department within one month of employment commencing to confirm that this stage of the induction programme has been carried out.
- 10.2.3 The induction programme should involve input from a number of different managers and work colleagues who are best placed to supply the new member of staff with the full range of relevant information and assistance. Individuals who are likely to be involved in the programme, in addition to the line manager who is responsible for induction, include:
- The new member of staff's line manager;
  - The HR department (where appropriate), to impart information relating to terms, conditions and training;

- 10.2.4 The overall responsibility for ensuring that an effective induction policy is in place within the Trust lies with the human resources department. The human resources department is also responsible for advising line managers on the induction process and dealing with any problems or queries with the probationary period, or provision of any specific training needed in order to equip a new member of staff with any new skills necessary to perform the job.
- 10.2.5 Responsibility for ensuring that a new member of staff is properly inducted lies with the relevant line manager.

## **11 Newly Qualified Teachers (NQT)**

- 11.1.1 The statutory induction of an NQT is the bridge between Initial Teacher Training (ITT) and a career in teaching. The Trust will support the NQT in demonstrating that their performance against relevant standards is satisfactory and equip them with the tools to be a successful teacher.
- 11.1.2 The [Teachers' Standards](#) will be used to assess an NQT's performance at the end of their induction period.
- 11.1.3 The Trust will consider the standards against what can reasonably be expected of an NQT.
- 11.1.4 All judgements will reflect the expectation that the NQT has effectively consolidated their ITT and demonstrated their ability to meet the relevant standards consistently over a sustained period.
- 11.1.5 A qualified teacher will not be employed as a teacher by the Trust unless they have satisfactorily completed their induction period, or if they meet any of the exemptions listed in Annex A.
- 11.1.6 Before an NQT undertakes an induction, they must have QTS status.
- 11.1.7 Teachers who completed their ITT between 1 May 2000 and 30 April 2001 are also required to pass the numeracy skills test before completing an induction.
- 11.1.8 Short-term supply teaching of less than one term will not count towards an NQT's induction as the time frame is too short to enable them to demonstrate performance against relevant standards.
- 11.1.9 If a supply term is extended, the Trust will not backdate the induction, but will begin the induction upon extension.
- 11.1.10 NQTs serving induction on a part-time basis are required to serve the full-time equivalent of one full academic year.

### **11.2 Suitable posts**

- 11.2.1 The Head Teacher and Trust Board will determine the suitability of posts for induction, guided by the following considerations. The post will:
- Have an appropriate body to hold the NQT's performance to the relevant standards and quality-assure the process.
  - Provide the NQT with the tasks, experience and support needed.
  - Ensure the appointment of an induction tutor with QTS.

- Provide the NQT with a reduced timetable to enable them to undertake learning activities (no more than 90 percent of the timetable of the Trust's existing teachers on the main pay range, in addition to the timetable reduction in respect of PPA time).
- Not make unreasonable demands upon the NQT.
- Not present, on a day-to-day basis, the NQT with unreasonably demanding discipline problems.
- Involve the NQT regularly teaching the same class(es).
- Involve planning, teaching and assessment processes similar to those in which other teachers working in similar posts are engaged.
- Not involve non-teaching responsibilities without the provision of appropriate preparation and support.

11.2.2 The Trust Board will be satisfied that the Trust has the capacity to support the NQT in the role and that the Head Teacher is fulfilling their responsibilities.

11.2.3 Once an NQT has been appointed to a suitable post, the Head Teacher will notify the TRA in advance of the NQT taking up the post.

11.2.4 Upon registration, the NQT will be provided with a named contact to which they may raise any concerns about the induction programme.

### **11.3 Monitoring, support and assessment**

11.3.1 A suitable monitoring and support programme will be put in place for the NQT, personalised to meet their CPD needs.

11.3.2 NQTs will be provided with an induction tutor who will provide day-to-day monitoring and support, and coordination of assessment.

11.3.3 Opportunities will be created for NQTs to gain experience and expertise in self-evaluation.

11.3.4 The criteria used for formal assessments will be shared between the NQT and the Head Teacher and agreed in advance.

11.3.5 Formative assessment (e.g. lesson observation, target setting, pupil progress) and summative assessment (termly induction reports) will be used when assessing NQTs.

11.3.6 Termly observations of NQTs lessons will be conducted, alongside a follow-up discussion with their induction tutor.

11.3.7 All NQTs will be provided with the opportunity to undertake regular observations of experienced teachers.

11.3.8 All teachers who have a part in the NQT's development will be responsible for assessing the NQT, so to gain a reliable overall view.

11.3.9 Termly assessment reports will give details of:

- Areas of strength.
- Areas requiring development.
- Evidence used to inform judgement.

- Targets for coming term (i.e. 'smart' targets).
- Support to be provided by the Trust.

#### **11.4 Completing the induction period**

- 11.4.1 NQTs will have completed their induction period when they have served:
- The full-time equivalent of the standard Trust year (usually three terms); or
  - A reduced period as agreed with the Head Teacher and the TRA, based on previous teaching experience; or
  - An extended period as a result of absences occurring during the period; or
  - An extension following a decision by the appropriate body or the appeals body.
- 11.4.2 The appropriate body will make the final decision as to whether or not an NQTs' performance against the relevant standards has been satisfactory, taking into account the recommendations of the Head Teacher.
- 11.4.3 The appropriate body will make a decision within 20 working days of receiving the Head Teacher's recommendation. They will then send written notification within three working days of reaching the decision to the NQT and the Head Teacher.
- 11.4.4 If the decision is taken to extend the period of induction, the NQT will be informed of their right to appeal against this decision and provided with the name and address of the TRA. Any appeal will be notified within 20 working days or the appeal will be deemed to have expired.
- 11.4.5 Failure to complete the induction period will mean an NQT is no longer eligible to be employed as a teacher in a maintained Trust.
- 11.4.6 Where an NQT fails induction and gives notice that they do not intend to exercise their right to appeal, or when the time limit for an appeal expires, the Trust will dismiss the NQT within 10 working days.
- 11.4.7 If the appeal is heard but not upheld, the Trust will dismiss the NQT within 10 days of receiving the outcome of the hearing.
- 11.4.8 The NQT's name will then be held on the list of persons who have failed to satisfactorily complete an induction period by the TRA.

#### **11.5 Record keeping**

- 11.5.1 Records will be kept in accordance with the Trust's UK GDPR Compliant Records Management Policy.
- 11.5.2 Assessment forms will be signed by the Head Teacher and submitted to the appropriate body in a timely manner.
- 11.5.3 Assessment forms will be completed at the end of each formal assessment period, stating the date an NQT's employment began, how much of the period has been completed, and any changes in work patterns and absences.
- 11.5.4 The TRA keeps records of all submitted appeals and will be contacted as needed.

- 11.5.5 Assessment reports will be retained for six years, as recommended by the DfE.
- 11.5.6 NQTs will be advised by the Trust to retain their original copies of assessment reports.

## **11.6 Confidentiality**

- 11.6.1 The induction process and assessments will be not be shared with others involved in the process and will be treated as confidential.
- 11.6.2 All NQTs will be made aware of who has been granted access to their assessments.
- 11.6.3 The CEO is allowed to request termly general reports on the progress of an NQT but cannot automatically have access to this information. The only exception to this is when an NQT has a concern about an assessment, which would require the CEO to access the assessment forms to review the situation.

## **11.7 Special circumstances**

- 11.7.1 To recognise the experience of teachers who already have significant teaching experience, appropriate bodies have discretion to reduce the length of the induction period to a minimum of one term; however, the NQT can still serve a full induction if they wish.
- 11.7.2 The appropriate Board also has discretion to reduce the prescribed induction period by up to 29 days where this is less than a full year and to account for ad hoc absences.
- 11.7.3 If an NQT is absent for a total of 30 days or more, the induction period will be extended by the aggregate of total days absent.
- 11.7.4 NQTs who take statutory maternity leave on their induction period may decide whether their induction should be extended accordingly to meet this purpose. Any outstanding assessments will not be made until the NQT returns to work and has had the opportunity to decide whether to extend induction.
- 11.7.5 If an NQT chooses not to extend the induction period, their performance will still be assessed against the relevant standards.
- 11.7.6 The appropriate Board has the option to extend the period after induction has been completed where it would be unreasonable to expect the NQT to have demonstrated satisfactory performance.
- 11.7.7 These may include: illness, personal crisis, disability, a lack of support during induction etc.
- 11.7.8 If an NQT leaves the Trust before completing their extension, an interim assessment form will be completed by the Head Teacher and the appropriate body notified.
- 11.7.9 In circumstances where an NQT may be unable to, or chooses not to, complete their extension period in the same Trust, the minimum period of employment will still be served as the NQT will be working in a new Trust.
- 11.7.10 In circumstances where records have been lost due to an error or a data loss which is through no fault of the concerned teacher, the appropriate body has the discretion to decide if the NQT can be exempt from induction.

- 11.7.11 The appropriate Board will ensure that every avenue has been explored to recover the missing data or identify an audit trail before making such a decision.
- 11.7.12 In reaching its decision, the appropriate Board will consider the strength of evidence that an error has occurred or that records are missing or lost.
- 11.7.13 The appropriate Board will also account for any evidence that the teacher has demonstrated they have performed satisfactorily against the relevant standards on the basis of evidence from the teacher's previous performance management reviews, and where appropriate, the most recent performance management review statements.
- 11.7.14 For NQTs completing induction in more than one Trust simultaneously:
- The separate contracts are added together to calculate the number of days of the induction period; each contract must meet the minimum period criteria.
  - One Head Teacher acts as the lead and will fulfil duties and responsibilities as outlined in this policy.
  - One appropriate Board will also take the lead in making the decision and is also responsible for gathering evidence from other appropriate bodies who are involved in the process.

## **11.8 Unsatisfactory progress and appeals**

- 11.8.1 Additional monitoring and support measures will be put in place when an NQT is not making satisfactory progress, such as holding meetings between the NQT and the Head Teacher, organising refresher training and providing more guided supervision. The appropriate body and the Head Teacher will be satisfied that:
- Areas of improvement have been correctly identified.
  - Appropriate objectives have been set to guide the NQT to perform against the relevant standards.
  - An effective support program is in place to help the NQT improve performance.
- 11.8.2 When there are still concerns about the NQT's progress following intervention, the Head Teacher will explain to the NQT the consequences of failure to complete the induction period satisfactorily, and also discuss the following with them:
- The identified weaknesses
  - The agreed objectives set in order to have them satisfactorily complete the induction to the required standards
  - Details of additional support put in place
  - Evidence used to inform the judgement
  - Details of the improvement plan for the next assessment period
- 11.8.3 If there are serious capability issues, capability procedures may be instigated before the end of the induction, which may lead to dismissal. This does not prevent them from completing their induction at another Trust.
- 11.8.4 If the NQT has had their induction extended or has failed it, the appropriate body will inform the NQT of their right to appeal and the time limit for doing so.

## **11.9 Monitoring and review**

- 11.9.1 The Trust Board is responsible for reviewing this policy annually.

11.9.2 The effectiveness of this policy will be monitored and evaluated by all members of staff. Any concerns will be reported to the Head Teacher immediately.

11.9.3 Any changes to this policy will be communicated to all members of staff.

## **12 NQT Inductions During the Coronavirus (COVID-19) Pandemic**

### **12.1 Introduction**

12.1.1 This policy has due regard to the DfE 2020 guidance 'Induction for newly qualified teachers during the coronavirus outbreak'.

12.1.2 This policy operates in accordance with the following Academy policies:

- Infection Control Policy

### **12.2 NQT Support**

12.2.1 The Academy understands that NQTs may feel disadvantaged conducting their induction period during the pandemic; however, the Academy aims to provide robust support to ensure that NQTs are fully equipped to become good teachers and pass their inductions.

12.2.2 The Academy will ensure that regular feedback is provided to NQTs by their induction tutor.

12.2.3 The NQTs induction tutor will partake in weekly meetings with the NQT to ensure that they feel supported throughout their induction period.

### **12.3 Coronavirus-related absences**

12.3.1 The Academy aims to ensure that, where possible, NQTs can continue to complete their inductions as usual, although we are aware that the coronavirus pandemic may have an impact on absences in the 2020/2021 school year.

12.3.2 NQTs absent for coronavirus-related reasons will not have their induction period automatically extended.

12.3.3 Absences for coronavirus-related reasons will also not count towards the 30 days of absences that automatically extend induction by the aggregate number of days absent.

12.3.4 Absences totalling 30 days or more that are not related to coronavirus will continue to extend the induction period.

### **12.4 Completion of the induction period**

12.4.1 As normal, the headteacher and governing board will decide whether an NQT has met the Teachers' Standards based on their performance throughout the induction.

12.4.2 This decision will be made at the end of the induction period regardless of possible absence due to coronavirus – this will normally be the end of the academic year.

12.4.3 In line with the main body of this policy, the Teaching Regulation Agency will be notified of the outcome of the induction.

12.4.4 If, at the conclusion of their induction period, an NQT who has been absent for coronavirus-related reasons during their induction has not met the standards, the Academy will consider on a case-by-case basis whether to recommend an extension to allow the NQT further time and opportunity to demonstrate their ability to meet the standards.

## **12.5 Assessment**

12.5.1 The Academy will continue to assess NQTs throughout the induction in line with the main body of this policy.

12.5.2 The final assessment meeting will continue to be held at the end of the induction period in line with coronavirus measures, including the Infection Control Policy

12.5.3 Any decisions based on assessments conducted throughout and at the conclusion of the induction period will:

- Consider the NQT's work context.
- Consider, where appropriate, previous assessment records, discussions with the induction tutors and non-routine teaching practice during the coronavirus disruption.
- Be made on the basis of what can reasonably be expected of an NQT by the end of their induction period within the framework set out by the standards and taking the impact of the pandemic into account.

## **12.6 Monitoring and review**

12.6.1 This appendix will be reviewed by the headteacher in line with updates to government guidance on induction periods for NQTs during the coronavirus pandemic.

## Exemptions

The following lists where a qualified teacher may be employed by the Trust without having satisfactorily completed an induction period:

| Exemption                                                                                                         | Explanation                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A person who was already a qualified teacher on 7 May 1999.                                                       | A teacher who gained QTS on or before 7 May 1999 (even if they did not take up their first post until after September 1999).                                                                                                                                                |
| A person currently undertaking a period of induction.                                                             | A teacher who is serving his or her induction period in a permitted setting, including periods which have been extended (including those who have completed an induction period in England or Wales and are awaiting the decision of the appropriate body).                 |
| A person waiting for the outcome of an appeal having not performed satisfactorily against the relevant standards. | A teacher who is waiting for the outcome of an appeal against a decision that they have failed to perform satisfactorily against the relevant standards.                                                                                                                    |
| A person employed on a short-term supply basis, without undertaking induction.                                    | A teacher who is employed as a short-term supply teacher (working periods of less than one term). This can only be done for five years after the date of award of QTS.                                                                                                      |
| A person employed part-time as a supply teacher whilst also undertaking induction.                                | A teacher who is employed as a short-term supply teacher on a part-time basis but who is concurrently serving induction. Please note that the five-year limit (see above) does not apply to teachers in this situation.                                                     |
| A person who has satisfactorily completed induction, probation, or the equivalent in certain other countries.     | The countries are Wales, Scotland, Northern Ireland, Gibraltar, Jersey, Guernsey, Isle of Man, and Ministry of Defence (MoD) Academies in Germany or Cyprus (these are known as MoD Academies, and were formally known as Service Children's Education (or SCE) Academies). |
| A person who trained in England, and then subsequently first worked as a teacher in Wales (before 2003).          | A teacher who gained QTS in England on or after 7 May 1999 but before 1 April 2003, and who, subsequently, took up their first post in Wales and who has served at least two terms towards their induction.                                                                 |

| Exemption                                                                                                                                                                                                                        | Explanation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A person from the European Economic Area (EEA) (who falls within Part 2 and Chapters 1, 2 and 4 of Part 3 of the European Communities (Recognition of Professional Qualifications) Regulations 2007(b)).</p>                  | <p>A teacher from the EEA who has applied successfully to the TRA, for QTS, or a teacher from the EEA who has declared successfully to the TRA, to work in England on a temporary basis or teachers who have been granted partial access to the teaching profession in accordance with Part 1 of the European Union (Recognition of Professional Qualifications) Regulations 2015, namely SEND teachers who are qualified only to teach pupils in SEND specialist Trust's and specialist units within mainstream settings.</p>             |
| <p>A person who became a qualified teacher by virtue of regulation 5 of, and paragraph 12 of Schedule 2 to, the 2003 Qualification Regulations, i.e. certain teachers who gained QTS whilst working in an independent Trust.</p> | <p>A teacher who has been judged by the TRA, as meeting the specified QTS standards, whilst working in an independent Trust, where the NQT must have:</p> <ul style="list-style-type: none"> <li>• Been employed by an independent Trust before 1989; and</li> <li>• Gained a specified qualification before 1974 or 1989 (dependent upon the type of qualification); and</li> <li>• Been employed in an independent Trust at the time of recommendation, and the recommendation must have taken place prior to September 2004.</li> </ul> |
| <p>A qualified overseas-trained teacher from Australia, Canada, New Zealand, or the United States of America.</p>                                                                                                                | <p>Teachers who have successfully completed a programme of professional training for teachers in Australia, Canada, New Zealand or the USA and who have successfully completed or satisfied any additional conditions required in order to be employed as a qualified teacher on a permanent basis in government-funded Trust's in that country; and who is not the subject of any decision or pending proceedings that may restrict that person's eligibility to teach in that country.</p>                                               |
| <p>An overseas-trained teacher (OTT), from outside the EEA, who has gained QTS and was successfully assessed against the relevant standards as these would apply at the end of induction.</p>                                    | <p>An overseas-trained teacher (from outside the EEA) with at least two years' experience, who has obtained QTS and who has been assessed against the relevant standards for the purposes of induction.</p>                                                                                                                                                                                                                                                                                                                                |

| Exemption                                                                                                                                                                                                                                                                                   | Explanation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scottish- or Northern Irish-trained teachers employed in England on or before 7 May 1999.                                                                                                                                                                                                   | Teachers who trained in Scotland or Northern Ireland and who were employed as teachers in England before 7 May 1999.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| A person who became a qualified teacher virtue of regulation 5 of, and paragraph 13 of Schedule 2 to, the 2003 Qualification Regulations, i.e. certain teachers who gained QTS whilst working in an FE Trust or as an instructor in an Trust.                                               | <p>A teacher who has been judged by the TRA, as performing satisfactorily against the relevant standards, whilst working in a FE Trust or as an instructor in a Trust where the NQT must have:</p> <ul style="list-style-type: none"> <li>• Been employed by an FE Trust before 1989; and</li> <li>• Gained a specified qualification before 1974 or 1989 (dependent upon the type of qualification); and</li> <li>• Been employed in an FE Trust at the time of recommendation, and the recommendation must have taken place prior to September 2004.</li> </ul> |
| <p>A person who has been awarded qualified teacher learning and skills status:</p> <ul style="list-style-type: none"> <li>• On or before 31st October 2014, by the Institute for Learning; or</li> <li>• On or after 1st November 2014, by the Education and Training Foundation</li> </ul> | Teachers who have been awarded Qualified Teacher in Learning and Skills (QTLS) Status by the Society for Education (SET) (formerly the Institute for Learning – IfL) and who hold active membership with the SET.                                                                                                                                                                                                                                                                                                                                                 |
| Completed a course of ITT in Wales before September 2003.                                                                                                                                                                                                                                   | A teacher who completed a course of initial teacher training in Wales before September 2003.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

### 13 Staff Probation

#### 13.1 Application of the policy

13.1.1 The procedures in this policy apply to all new staff employed at the Trust, other than NQTs, regardless of whether their employment status at the Trust is permanent, fixed-term, full-time or part-time.

13.1.2 Where a six-month fixed-term contract is issued, the probationary period will run parallel to the contract.

13.1.3 Throughout the probationary period most disciplinary issues will be addressed through this procedure. Safeguarding and gross misconduct issues may be dealt with under the Trust’s disciplinary policy. If a member of staff moves to a new role at the Trust, after previously successfully completing a probationary period, the member of staff will not be required to complete another probationary period; however, the member of staff will receive a thorough induction.

- 13.1.4 The Trust adopts a probationary period of six working months for all new staff.
- 13.1.5 During probationary periods, the notice period for all new staff will be in accordance with the member of staff's contract of employment.
- 13.1.6 Where a serious breach of policies and procedures occurs, dismissal may be immediate, and the notice period may not apply.
- 13.1.7 On commencement of their probationary period, new staff will be informed of the following:
- Standards of performance and code of conduct within their role and the Trust
  - Any skills that need to be acquired during and by the end of the probationary period
  - Their induction plan and any development or training opportunities
  - The process for monitoring performance during the probation period
  - How they can seek help and guidance should they require it
- 13.1.8 During the 6 months probationary period, object assessment will be conducted after 1, 3 and 5 months. The line manager will meet with the member of staff to discuss the assessments. An additional meeting may be required between the second and final meeting where there are concerns regarding the member of staff's suitability and performance.

### **13.2 First review (1 month)**

- 13.2.1 The purpose of the first review is to evaluate the member of staff's performance and discuss any significant issues.
- 13.2.2 Line managers will discuss the following items during the first review:
- Current performance and happiness within the role
  - Any concerns or notable improvements that are required
  - Any further help or support that is required
  - Any training or development requirements and a possible action plan, including any compulsory training
  - Objectives for the probationary period, if these have not already been identified
- 13.2.3 The outcomes of the first review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

### **13.3 Second review (3 months)**

- 13.3.1 The purpose of the second review is to evaluate the member of staff's ongoing performance and ensure that they are meeting the required standards of the job role.
- 13.3.2 Where the first review indicated that improvements were required, the second review meeting will also be used to assess the extent to which improvements have been made.
- 13.3.3 Line managers will discuss the following items during the second review:
- Progress made in line with identified objectives
  - The standards of performance required for the post and current performance against these
  - Any training or development opportunities undertaken or required
  - Any issues or concerns, and further objectives if improvements are required

- Whether the member of staff is on-track to successfully meet their objectives and complete their probation

13.3.4 If there are concerns about a member of staff's performance after the discussion during the second review, and in circumstances where it is evident the member of staff will not meet the required standards, the line manager will consult with HR to consider whether an additional review meeting is required.

13.3.5 Where concerns are raised, it will be explained to the member of staff that continued failure to meet the required standards may result in a dismissal. The line manager will clearly restate expectations and ensure training and support is put into place so the member of staff has sufficient time to improve.

13.3.6 Where concerns have been raised, the line manager will conduct one-to-one fortnightly discussions with the member of staff in order to discuss progress and attempt to avoid the need for an additional review.

13.3.7 The outcomes of the second review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

#### **13.4 Additional review**

13.4.1 Additional reviews will only take place where there are serious concerns about a member of staff's suitability for the job role.

13.4.2 The line manager will consult with HR prior to any additional review meeting.

13.4.3 The line manager will consider whether the likely outcome of the additional review meeting will be that:

- The member of staff will have made sufficient progress to proceed to the final probation review; or,
- If the member of staff should be dismissed before the final review.

13.4.4 Where the line manager believes the member of staff will be able to make sufficient progress to proceed to the final review, clear objectives will be set prior to the additional review meeting for the member of staff, and their performance will be monitored on a weekly basis.

13.4.5 The line manager will hold regular discussions to assess progress with the member of staff up until their final review.

13.4.6 Where the line manager believes the likely outcome is that the member of staff should be dismissed prior to the final review stage, this will be conducted in accordance with paragraph 13.9 of this policy.

13.4.7 The outcomes of the additional review will be signed and agreed between both the line manager and the member of staff, and a record will be kept on the member of staff's file.

#### **13.5 Final review (6 months)**

13.5.1 The Final review meeting will ordinarily take place within a timescale which allows for the

member of staff to be given notice in the event of unsatisfactory performance so that employment will end by the sixth month of employment.

13.5.2 Before the final review, the line manager will consider whether the likely outcome will be that:

- The member of staff will be confirmed in the post
- The probationary period will be extended
- The member of staff should be dismissed, following the required notice period

13.5.3 The outcomes of the final review will be signed and agreed between both the line manager and member of staff, and a record will be kept on the member of staff's file.

### **13.6 Confirmation in post**

13.6.1 If a member of staff has successfully completed the probation period, they will be confirmed in the post.

13.6.2 The line manager will complete a final probation report, which will be discussed with the member of staff during the final review. Should any slight improvements still be required, a clear action plan and objectives will be developed to address these.

13.6.3 The member of staff will receive a formal letter of confirmation in their post, which they will be required to sign and return to their line manager.

### **13.7 Extension of probationary period**

13.7.1 A probation may only be extended where a member of staff has not completed the probation period – i.e. a member of staff cannot receive a probation extension where they have previously been confirmed in their post.

13.7.2 A probation may be extended at the final review stage in the following circumstances:

- The line manager has concerns about a member of staff's suitability or standards of performance, and these have not improved thus far, but there is a strong expectation that, with more time and support, these can be overcome
- The member of staff has not completed all mandatory training
- The member of staff has had a significant amount of time away from Trust, e.g. due to sickness, and, as a result, has been unable to demonstrate the required levels of competence
- The member of staff has moved to a different role during their probationary period and the role has different expectations

13.7.3 A probationary period may also be extended where, following an appeal against dismissal, the sanction to dismiss the member of staff has been reduced to an extension to allow the member of staff further time to improve.

13.7.4 Line managers will only make the decision to extend a period where the following requirements have been met:

- The member of staff has been given the necessary support and training during the probation period

- If, at any time during the probationary period, there were concerns regarding the member of staff's suitability and performance, meetings were promptly held with the line manager to discuss concerns and develop action plans
  - Action plans to address concerns were put in place prior to the time at which the member of staff has been told their probation is being extended
  - It is expected that further, regular meetings with the line manager will be held to monitor progress towards targets, and the required training and support will be in place to address issues.
- 13.7.5 Line managers will consult with the HR manager prior to informing any member of staff of their probation extension.
- 13.7.6 Probationary periods may be extended to a total of three months from the date of the final review, or the date on which the member of staff returns to work, i.e. to account for any leave, such as sickness, maternity or Trust term holidays.
- 13.7.7 Probationary periods will only be extended once – should the member of staff not make the required improvements by the three-month deadline, they may be dismissed in line with paragraph 13.9 of this policy. NB. Probationary periods may be extended further in line with the appeals process.
- 13.7.8 Prior to the final review meeting, where it is known that there will be a probation extension, the member of staff will be informed of the following in writing and with five days' notice:
- The date, time and location of the final review
  - The purpose of the final review, and the reasons why the member of staff's performance has not been satisfactory to date
  - That a probation extension may be an outcome of the meeting
- 13.7.9 During the final review, the line manager will discuss the items outlined in the notice, ensuring the member of staff is aware of why their probation is being extended. The line manager will develop an action plan, which will be agreed and signed by the member of staff, as to how improvements will be made.
- 13.7.10 The member of staff will receive written confirmation of their probation extension from their line manager within five days which will include the following:
- The duration of the extension
  - The reasons for the extension
  - Details of further improvements required, and the agreed action plan in place
  - Arrangements for monitoring and review
  - The member of staff's right to appeal (see paragraph 13.10)
- 13.7.11 The member of staff will also be informed that if the required improvements are not made, their employment may be terminated at the end of the three-month period.
- 13.7.12 The line manager will hold regular discussions to assess progress with the member of staff up until their final review.
- 13.7.13 If the member of staff has made the required improvements, they will be confirmed in the post; otherwise, they may be dismissed in accordance with paragraph 13.8 of this policy.

## **13.8 Dismissal**

- 13.8.1 The Trust may terminate the employment of a member of staff at any time during their probation period where it becomes clear that no further training or support would allow the member of staff to reach the required standards.
- 13.8.2 Employment may be terminated where a member of staff has failed to complete any mandatory training, despite having received the required support to do so.
- 13.8.3 Employment may be terminated where there has been a significant breach of Trust policies and procedures. In these cases, dismissal may be immediate and without the required notice period.
- 13.8.4 Employment may be terminated where it is suspected or established that the individual has provided inaccurate or misleading information during the recruitment process.
- 13.8.5 Where employment is terminated, the Trust will provide the member of staff with the required notice of one week.
- 13.8.6 Where dismissal is necessary, the line manager will consult with HR prior to any hearing.
- 13.8.7 The line manager will invite the member of staff to a hearing to discuss their performance via a written letter, with five days' notice, including information regarding the following:
- The date, time and location of the hearing
  - The purpose of the hearing and the reasons why performance or conduct has been unsatisfactory to date
  - Evidence to be considered at the hearing
  - That dismissal may be a potential outcome of the meeting
  - The member of staff's entitlement to be accompanied by a trade union representative or work colleague
  - Their right to appeal the decision after the conclusion of the hearing
- 13.8.8 The Head Teacher will consider the case for dismissal.
- 13.8.9 The line manager will detail the process that has been followed thus far, and the member of staff's performance.
- 13.8.10 The member of staff and any representatives will have the opportunity to present their case.
- 13.8.11 The Head Teacher, HR representative and line manager will meet to discuss the hearing and decide the outcome – this may be either:
- The member of staff's dismissal is rejected and their probation period is extended (if this has not been done already); or
  - The member of staff is dismissed.
- 13.8.12 The member of staff will be informed in writing of the outcome of the hearing within five days, and of their right to appeal the decision.
- 13.8.13 If the decision is taken to terminate the employment, the member of staff will also be provided with one week's notice.

13.8.14 If the line manager decides that it is not necessary for the member of staff to work for all or some of their notice period, pay in lieu may be offered instead.

### **13.9 Appeals**

13.9.1 All staff have the right to appeal against dismissal on the grounds that they have not completed their probationary period satisfactorily.

13.9.2 Members of staff will be informed of their right to appeal within five days once a conclusion has been reached. All appeals must be submitted to the clerk to the Trust Board.

13.9.3 Members of staff who wish to appeal must state, in writing, the grounds of their appeal providing one or more of the following reasons:

- The procedure – the grounds of appeal should detail how inconsistencies with, or an inability to follow, procedures have prejudiced the decision.
- The evidence – the grounds of appeal should detail how the facts do not support the conclusion reached, or how they were misinterpreted or disregarded. Any new evidence that the member of staff wishes to be considered should also be outlined.
- The decision – the grounds of the appeal should detail how the act of misconduct did not justify the conclusion reached.

13.9.4 Appeal hearings will be scheduled as soon as is practically possible, and the member of staff will be given five days' notice, in writing, of the following:

- The date, time and location of the hearing
- The purpose and agenda of the hearing
- Evidence to be considered
- The member of staff's right to be accompanied by a trade union representative or work colleague

13.9.5 Appeals will be heard by a member of the senior leadership team who has not previously been involved with the probation at any stage, alongside one or more members of the Trust Board.

13.9.6 The possible outcomes of the appeal hearing are as follows:

- The appeal is not upheld and the decision to dismiss the member of staff remains
- The appeal panel considers the dismissal to be inappropriate, and the member of staff's probationary period is extended
- The appeal is upheld and the decision to dismiss the member of staff is cancelled – the member of staff is confirmed in the post

13.9.7 The member of staff will be notified of the decision within one day of the hearing by the line manager.

13.9.8 The member of staff will be notified of the decision in writing within 10 days of the hearing.

13.9.9 Members of staff are not entitled to appeal the decision of the appeal hearing.

### **13.10 Monitoring and review**

13.10.1 This policy will be reviewed on an annual basis by the Head Teacher and HR representative.

- 13.10.2 Any changes made to this policy will be communicated to the relevant members of staff.
- 13.10.3 All new staff members at Trust are required to familiarise themselves with this policy as part of their induction process.

## **14 Working Hours**

- 14.1.1 This policy sets out the Trust's position regarding working hours. The policy applies to staff only and does not apply to contractors, consultants or any self-employed individuals working for the Trust.
- 14.1.2 The Trust strives to provide a safe working environment and ensure the safety and wellbeing of all its staff. The Trust seeks to ensure that staff do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. The Trust is also committed to ensuring that member of staff's health is not compromised by the workplace.
- 14.1.3 Members of staff managers have a responsibility to ensure that working hours are kept within reasonable limits and will monitor working hours for this purpose. Members of staff themselves also have a duty to ensure that they are not working excessive hours and inform their manager directly if they consider that they may be doing so.
- 14.1.4 This policy is issued by way of guidance on the Trust's policy and practice. It does not form part of the member of staff's contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the Trust at its absolute discretion.

### **14.2 Normal working hours**

- 14.2.1 Full time staff are contractually obliged to work a set number of hours across the Trust's normal hours of operation, as outlined in the relevant Collective Agreements related to the role. Lunch and breaks will also be provided under the terms outlined in the above.
- 14.2.2 Normal working hours, including an unpaid lunch break per day as outlined in the contract of employment.
- 14.2.3 The Trust reserves the right to vary reasonably a member of staff's hours of work and the days on which he/she works according to Trust and operational requirements on a temporary or permanent basis.
- 14.2.4 Members of staff may be required to work such additional hours in excess of their normal hours of work as are reasonably necessary for the proper performance of their duties and to meet the needs of the Trust.

### **14.3 Lateness**

- 14.3.1 It is your responsibility to ensure that you attend punctually for work and follow all time keeping and absence procedures. In order to help us maintain optimum teaching / service levels, you may be required to work additional hours from time to time.
- 14.3.2 If you are running late to work, you MUST advise your line manager as soon as possible.

14.3.3 If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your Head Teacher. In such circumstances, you must report to your Manager upon leaving and, where appropriate, returning to work.

14.3.4 Persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in a disciplinary warning or dismissal, depending on the circumstances.

#### **14.4 Working time**

14.4.1 A member of staff is considered by the Trust to be "working" when he/she is carrying out activities on behalf of the Trust. This may include training or business travel. It does not include travel from the member of staff's home to his/her place of work, rest breaks, travel time outside normal working time or non-job related training.

14.4.2 Working time will include time where a member of staff is required to be at the Trust's premises, but is free to rest while waiting for work to be available. It will also include time where a member of staff is required to travel from Trust to Trust for meetings, to attend training or to perform his/her functions at different locations.

#### **14.5 Miscellaneous**

14.5.1 The Trust expects that staff will work their full contractual hours each week and it will pay them monthly in arrears on this basis.

14.5.2 If staff do not perform their full contractual hours, their manager may inform payroll and the member of staff's wage payment may be adjusted accordingly.

#### **14.6 Complaints about working hours**

14.6.1 If a member of staff considers that he/she has been unfairly treated with regard to his/her working hours (for example being required to work excessive hours or being unreasonably refused overtime) he/she is requested to raise this informally with his/her manager. If the member of staff's complaint relates to his/her manager, he/she is requested to raise it with a more senior manager. If a member of staff is not satisfied following this route, he/she has the right to raise a grievance in accordance with the Trust's grievance procedure.

### **15 Basic Pay and Pay Review**

15.1.1 Salaries for permanent and temporary members of member of staff are paid monthly by BACS transfer directly into each individual's bank or building society account.

15.1.2 Payments to staff are usually made on the 25<sup>th</sup> of the month (latest).

15.1.3 Members of staff can access an itemised pay statement of their earnings and deductions on the date on which they are paid via the Trust payroll portal (EPM).

15.1.4 It is the responsibility of each member of staff to ensure that the Trust:

- Has details of his/her bank or building society account number and sort code;
- Is advised of any changes to his/her bank or building society account; and
- Is told about any payment anomalies that the member of staff discovers (e.g. overpayment of wages).

15.1.5 Members of staff who have any queries or problems concerning payment of their salary should contact their ABM in the first instance.

## **15.2 Levels of basic pay**

15.2.1 The Trust is committed to ensuring that:

- The current Trust Teacher's Pay and Conditions document (STPCD) is followed or the relevant Collective Agreements for the role are followed;
- The Trust's Pay Policy is up to date;
- It regularly consults staff and staff representatives on pay levels and during the annual pay review;
- Individuals are not discriminated against because of gender, marital or civil partnership status, race, religion or belief, sexual orientation, age, disability, gender reassignment, pregnancy and maternity, or because they work part time or on a fixed-term contract; and
- Pay reviews

**15.3** Members of staff basic rates of pay will normally be reviewed annually, in accordance with the relevant Collective Agreements. Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to staff in writing.

## **16 Holidays Policy**

### **16.1 Introduction**

16.1.1 The main regulations governing working time are the Working Time Regulations 1998 (WTR) which implement the provisions of the Working Time Directive (93/10/EWC). They lay down the minimum conditions relating to weekly working time, rest entitlement and annual leave/holidays. Almost all workers are entitled to 5.6 weeks (28 days) paid holiday a year (known as statutory leave entitlement or annual leave). This is reduced pro-rata for part-time employees.

### **16.2 Purpose**

16.2.1 This policy aims to ensure that annual leave for employees of Tees Valley Education Trust (the Trust) who are employed on anything other than 'term time only contracts' is managed fairly and consistently and that such employees are made aware of, and understand, the procedures to be followed in order to apply for annual leave.

### **16.3 Scope**

16.3.1 This policy and its procedures apply to all employees within the Trust except teaching staff (Burgundy Book terms & conditions) or term time only (TTO) support staff (Green Book terms & conditions).

## **16.4 Entitlement**

16.4.1 Existing employees have variable entitlement to annual leave (AL) ranging from 28 days to 31 days depending upon length of service. New employees of the Trust will be entitled to 28 days holiday rising to 31 days after five years' service; for part-time employees these will be pro-rated.

16.4.2 Where employees have continuous service with other academies, schools or local authorities, and can provide documentary evidence, this will be regarded as reckonable service and their AL entitlement calculated accordingly.

## **16.5 Statutory Holidays**

16.5.1 In addition to AL entitlement, all employees are entitled to eight statutory day's holiday (pro-rata for part-time employees).

16.5.2 Currently these are:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

## **16.6 Holiday Year**

16.6.1 Holidays run from 1st September to 31st August inclusive. Subject to paragraph 16.8 below, all AL for the year must be taken within this period.

16.6.2 Annual leave may only be taken in periods of not less than 1 day.

16.6.3 Annual leave should be taken during periods when the academies are closed. If an employee wishes to take annual leave at other times, s/he must seek prior approval before making any arrangements and each such application will be considered in the light of the Trust's staffing and operational needs and/or any business/educational imperatives at the time.

## **16.7 Annual Leave Application Procedure**

16.7.1 All annual leave must be approved in advance by the employee's line manager (LM).

16.7.2 To request annual leave, an employee must complete an 'Annual Leave Request Form' and give it to his/her line manager for verification and approval.

16.7.3 All requests must be made at the earliest opportunity, as a minimum this would be at least twice the notice of the number of days being requested e.g. 28 days' notice for 14 days AL.

16.7.4 Employees must not commit to AL plans/arrangements until they have received their signed/approved 'Annual Leave Request Form' back from his/ her LM. If the application for leave is refused, the employee will be notified as soon as possible.

- 16.7.5 There is no direct right of appeal against such a refusal, but if an employee wishes to dispute the decision, he/she may refer the matter to the CEO under the Trust's Grievance Policy.
- 16.7.6 If conflicting AL requests are submitted by two or more employees, priority will be given to that received first and a decision made subject to the Trust/Trust's staffing and operational needs and/or any business/educational imperatives at the time.
- 16.7.7 Holidays cannot be agreed in retrospect.
- 16.7.8 If an employee takes unauthorised annual leave, they may be subject to action under the Trust's Disciplinary Policy (up to and including dismissal).

## **16.8 Carrying forward annual leave**

- 16.8.1 If an employee, already on a period of AL, then reports his/her sickness under the Trust's Sickness Absence Management Procedures, the period of 'sickness' may be accrued as AL subject to:
- Making contact with their LM on the first day of sickness; and
  - Providing a GP or hospital medical certificate regardless of the length of sickness absence
- 16.8.2 In such cases, and with the approval of their LM, a maximum of 20 of the 28 days statutory AL entitlement may be carried over (see paragraph 16.9 below). This is pro-rata for part-time employees. In all other cases, but only with the prior approval of the employee's LM, a maximum of 5 days AL may be carried over; any additional days will be forfeited.

## **16.9 Exceptions to carrying forward annual leave**

- 16.9.1 Employees may be eligible to receive payment in lieu of unused leave (exceeding 5 days in total), only where one of the following exceptional circumstances applies:
- They are unable to take their AL entitlement to long term sickness which is being managed under the Trust's Sickness Absence Management Policy; or
  - They are on, e.g. maternity, paternity, parental or adoption leave; or
  - The Trust's staffing and operational needs and/or educational imperatives at the time have inhibited them from taking their annual leave. Should the employee's LM decide, on the basis of any of the above, to make payment in lieu of unused AL, it will be made at the next available opportunity.

## **16.10 Employees starting part-way through an annual leave year**

- 16.10.1 An employee starting work with the Trust part-way through an AL year is only entitled to part of his/her total AL for the current leave year based on how much of the year is left, e.g. for someone starting on 1 January with 28 days AL entitlement, the balance of AL will be 18.5 days (28/12\*number of whole months left).
- 16.10.2 The Trust will make every effort to honour holiday commitments entered into prior to taking up employment (the employee **must** provide documentary evidence in support of this).

## **16.11 Late return from annual leave**

- 16.11.1 If an employee becomes aware that he/she will be late returning from AL, immediate contact with their LM must be made in order to discuss the circumstances and agree revised arrangements, such as taking additional AL (if available) to cover the extended period, unpaid leave or other arrangements.
- 16.11.2 Failure to do so, will render the employee liable to action under the Trust's Disciplinary Policy (up to and including dismissal).

## **16.12 Religious Holidays**

- 16.12.1 Most Christian religious holidays are provided for in the form of bank or public holidays in the UK. However, there is no equivalent provision in the UK for non-Christian religious holidays. Therefore, the Trust will, as far as is practicable, be supportive towards employees who observe religions other than Christianity and requests for leave should be made in keeping with paragraph 16.7 (Leave Application Procedure).
- 16.12.2 If conflicting annual leave requests are submitted by two or more employees, priority will be given to that received first and a decision made subject to Trust/Trust staffing and operational needs and/or any educational imperatives at the time.

## **16.13 Termination of Contract of Employment**

- 16.13.1 If an employee is working out their notice period, they will only be guaranteed AL during that time if either:
- The AL was already approved prior to the start of the notice period; or
  - The notice period runs between two AL years and he/she has not taken their minimum statutory entitlement for the current year.
- 16.13.2 Where possible, annual leave requests submitted during the notice period will be approved, but it may not be practicable to approve such requests, perhaps because of the need to complete outstanding work or hand over to a successor. The Trust, therefore, reserves the right (subject to the requirement to comply with the Working Time Regulations 1998), to refuse requests for leave made during the notice period and to make payment in lieu of AL.
- 16.13.3 Unused AL, which has accrued but could not been taken, will be paid with the employee's final salary; such payment will be subject to deductions for tax and national insurance contributions.
- 16.13.4 Where annual leave taken exceeds the employee's entitlement at the date of termination, the Trust will deduct the appropriate, corresponding sum from the employee's final salary due.

## **17 Flexible Working Policy**

- 17.1.1 The Trust / Trust are committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. This Flexible Working Policy gives eligible staff an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

- 17.1.2 No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.
- 17.1.3 This policy applies to all staff. It does not apply to agency workers, consultants or self-employed contractors.
- 17.1.4 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.
- 17.1.5 This policy and associated documents provide guidance for Head Teachers to reasonably consider requests by staff to work flexibly under the Children & Families Act 2014.

## **17.2 Personnel responsible for implementing the policy**

- 17.2.1 The Trust has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to HR.
- 17.2.2 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

## **17.3 Policy**

- 17.3.1 The Head Teacher needs to consider the benefits of flexible working balanced against the potential impact on the Trust and other member of staff. Flexible working practices must not have a detrimental effect on the Trust, the children or the curriculum. Nor must they adversely affect the Trust's ability to manage its staff and their workload or provide support to them through supervision.
- 17.3.2 Some of the benefits of the policy can include the ability to retain skilled staff, reduce recruitment costs, raise morale and decrease absenteeism.
- 17.3.3 Members of staff may only make one request to work flexibly within a 12-month period.
- 17.3.4 Where possible, applications for flexible working should be submitted at least 2-months prior to the proposed start date. Legislation requires staff make applications in writing, they are dated and include the following information:
- The proposed changes to working times and a proposed date for these changes to come into effect
  - What effect the requested change would have on the Trust and how, in their opinion, any such effect may be dealt with
  - That this is a statutory request and if they have made a previous application for flexible working, the date of that application; and,
  - Where appropriate, the member of staff should also state if they are making their request in relation to the Equality Act 2010, as a reasonable adjustment for a disability.
- 17.3.5 Requests must be dealt with in a timely manner as the law requires this process, including any appeal, is completed within 3 months of first receiving the request. This period can be extended, for example in cases of sudden illness or accident, providing the member of staff agrees to the extension. If an extension is agreed, this must be recorded by the Head Teacher, in writing, dated and state when it is to end, a copy must be sent to the member of staff.

- 17.3.6 When a Head Teacher receives more than one request, each request should be considered on its own merit using the process below. In the case of conflicting requests, discussions can take place with the staff to see if there is any room for compromise or adjustment. If this is not possible a random selection method can take place providing this has been discussed with the staff.
- 17.3.7 Requests to work flexibly must be considered objectively and an employer can only legally refuse requests if there are business reasons for doing so. These business reasons are set out in legislation and are:
- The burden of any additional costs
  - An inability to reorganise work among existing staff
  - An inability to recruit additional staff
  - The change will have a detrimental impact on quality or on the business ability to meet customer demand
  - The change will have a detrimental impact upon performance
  - There is insufficient work during the periods the member of staff proposes to work
  - Planned structural changes/reorganisation or changes to the business that mean flexible working changes may not fit in with these plans.

#### **17.4 Procedure**

- 17.4.1 Within 10 working days of the date of the application, the Head Teacher will meet with the member of staff to discuss the request. The member of staff must be informed in writing, giving 5 working days' notice of the date and time of the meeting and reminded of their right to be accompanied by their Trade Union representative or work colleague.
- 17.4.2 The Head Teacher will consider the application and within 5 working days inform the member of staff in writing of his/her decision to:
- Accept the request
  - Confirm a compromise agreed at the discussion, such as a temporary arrangement
  - Reject the request, setting out clear business reasons for doing so. The member of staff will be given the right to appeal to the Head Teacher within 10 working days of the letter, setting out the grounds for appeal.
- 17.4.3 If the request is accepted then the Head Teacher must notify the member of staff in writing of the changes agreed and the date the changes come into effect. The Head Teacher should inform Payroll Services if there is a contractual change so that payroll can be amended and if required a new contract of employment produced.
- 17.4.4 If the application is declined and the member of staff wishes to appeal, he/she must state the wish to appeal in writing. The letter must be dated and sent to the Head Teacher within 10 working days of the decision, setting out the grounds for appeal.

#### **17.5 Forms of Flexible Working**

- 17.5.1 Flexible working can incorporate a number of possible changes to working arrangements, such as:
- Reduction or variation of working hours;
  - Reduction or variation of the days worked; and/or
  - Working from a different location (for example, from home).

- 17.5.2 The possible changes to working arrangements mentioned in may also involve:
- Starting a job share;
  - Working a set number of hours a year, rather than a week (annualised hours);
  - Working from home (whether for all or part of the week);
  - Working only during term-time (part-year working);
  - Working compressed hours; and/or
  - Working flexi-time.

## **17.6 Eligibility for the formal right to request procedure**

- 17.6.1 To be eligible to make a request for flexible working you must:
- Be a member of staff;
  - Have worked for us continuously for at least 26 weeks at the date your request is made;
  - Not have made a formal request to work flexibly during the last 12 months.
- 17.6.2 If you are not eligible to make a formal request, you may make an informal request.

## **17.7 Making a formal flexible working request**

- 17.7.1 Any member of staff interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.
- 17.7.2 You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.
- 17.7.3 Your application should be submitted to your line manager in good time and ideally at least two months before you would like the changes to take effect. It should:
- State that it is a flexible working request;
  - Explain the reasons for your request, especially if you think our equal opportunities policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
  - Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect;
  - Identify the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application; and
  - Provide information to confirm that you meet the eligibility criteria set out at 16.10 of this policy including the dates of any previous formal requests for flexible working.
- 17.7.4 In most cases we will need to have a meeting with you before making a decision. In some cases, we may be able to approve your request without a formal meeting, although it will usually be helpful to your manager to discuss the request with you to ensure it is the best solution.

## **17.8 Formal request: meeting**

- 17.8.1 Where necessary, your line manager will arrange a meeting with you after your application has been submitted. The meeting shall be scheduled within no more than 28 days of receiving the member of staff's written request. The meeting may also be attended by HR. You may bring a colleague to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.
- 17.8.2 In most cases, the meeting will be held at your usual place of work. We will try to ensure that the meeting is held at a time and place that is convenient to everyone.
- 17.8.3 The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.
- 17.8.4 Your line manager may suggest starting the new working arrangements under an initial trial period to ensure that they meet your needs and those of your team/department.

## **17.9 Formal request: decision**

- 17.9.1 We will notify you of the decision in writing as soon as possible.
- 17.9.2 If your request is accepted, or where we propose an alternative to the arrangements you requested, your line manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
- 17.9.3 Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You will not be able to make another formal request until 12 months after the date of your most recent request.
- 17.9.4 If your line manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of staff, they will discuss this with you.
- 17.9.5 There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager will write to you:
- Explaining the business reason(s) for turning down your application; and
  - Setting out the appeal procedure.
- 17.9.6 The eight business reasons for which we may reject your request are:
- The burden of additional costs;
  - Detrimental effect on ability to meet customer demand;
  - Inability to reorganise work among existing staff;
  - Inability to recruit additional staff;

- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods that you propose to work; and
- Planned changes.

### **17.10 Formal request: appeal**

#### 17.10.1 Your appeal must:

- Be in writing and dated;
- Set out the grounds on which you are appealing; and
- Be sent to HR within 14 days of the date on which you received the written rejection of your request.

17.10.2 Within 15 working days of the letter of appeal the appropriate Appeals Panel formed with the CEO and possibly a Trustee and HR representative (who were not involved in making the original decisions) must meet the member of staff to discuss the appeal. The Head Teacher will also attend to outline the reasons for the original decision.

17.10.3 The member of staff must be informed in writing, giving 10 working days' notice, of the date and time of the meeting by the Chair of the Appeals Panel (CEO) and reminded of the right to be accompanied by a trade union representative or a work colleague.

17.10.4 Following the appeal meeting the Chair of the Appeals Panel (CEO) must notify the member of staff of the decision in writing within 5 working days of the date of the meeting.

17.10.5 If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

17.10.6 You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.

17.10.7 This decision is final.

17.10.8 If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.

### **17.11 Extending time under the formal procedure**

17.11.1 There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, your line manager will write to you confirming the extension and the date on which it will end.

17.11.2 If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain circumstances, a formal request will be treated as withdrawn. This will occur if you fail to attend a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal

meeting, without good cause. In such circumstances, your line manager will write to you confirming that the request has been treated as withdrawn.

## **17.12 Making an informal flexible working request**

17.12.1 Members of staff who are ineligible to make a formal request for flexible working may make an informal request to their line manager, who will consider it according to our business and operational requirements.

17.12.2 It will help your line manager to consider your request if you:

- Make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;
- Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start; and
- Think about what effect the changes to your working pattern will have on the work that you do and, on your colleagues, as well as on our service delivery and that of your team. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. Your line manager can consider whether they are workable.

17.12.3 Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

## **17.13 Withdrawing an Application**

17.13.1 If the Head Teacher is informed verbally that a member of staff wishes to withdraw an application, they should ask the member of staff to confirm this in writing.

17.13.2 If the Head Teacher arranges a meeting to discuss the application including any appeal and the member of staff fails to attend both this and a re-arranged meeting without a good reason, the Head Teacher can consider the request withdrawn. The Head Teacher should confirm this in writing to the member of staff within 10 working days.

17.13.3 The withdrawal of an application whether by the member of staff.

## **18 Equality Information and Objectives Policy**

18.1.1 The Trust fully understands the principles and the work needed to ensure that those with protected characteristics are not discriminated against and are given equal opportunities.

18.1.2 Protected characteristics are as follows:

- Age
- Disability
- Race, colour, nationality or ethnicity
- Sex
- Gender reassignment
- Maternity and pregnancy
- Religion and belief
- Sexual orientation
- Marriage and civil partnership

- 18.1.3 It is unlawful for the responsible body of a Trust to discriminate against, harass or victimise a pupil or potential pupil:
- In relation to admissions.
  - In the way it provides education for pupils.
  - In the way it provides pupils access to any benefit, facility or service.
  - By excluding a pupil or subjecting them to any other detriment.
- 18.1.4 The Trust's liability not to discriminate, harass or victimise does not end when a pupil has left the Trust, but will apply to subsequent actions connected to the previous relationship between Trust and pupil, such as the provision of references on former pupils or access to "old pupils" communications and activities.
- 18.1.5 The Trust will promote equality of opportunity for all staff and job applicants and will work in line with the Equal Information and Objectives Policy.

## **18.2 Principles and aims**

- 18.2.1 We see all learners and potential learners, and their parents, as of equal value, regardless of any protected characteristics.
- 18.2.2 Our policies, procedures and activities will not discriminate but must nevertheless take account of differences in life-experience, outlook and background, and in the kinds of barriers and disadvantages which people may face in relation to any protected characteristic.
- 18.2.3 The Trust will promote race equality and have due regard to eliminating unlawful racial discrimination, promoting equality of opportunity and good relations between people of different racial groups.
- 18.2.4 The Trust will promote disability equality, ensuring equality of opportunity, eliminating unlawful discrimination and disability-related harassment and encouraging participation by disabled people in public life.
- 18.2.5 The Trust will promote gender equality by eliminating unlawful discrimination and harassment, and promote the equality of opportunity between men and women, girls and boys.
- 18.2.6 Transgender people are explicitly covered by the PSED. For the purposes of this policy, the term 'transgender' refers to an individual whose gender expression or identity is different from that traditionally associated with the sex they were assigned at birth.
- 18.2.7 The Trust will respect the confidentiality of those seeking gender reassignment and will provide a supportive environment within the community.
- 18.2.8 The Trust is opposed to all forms of prejudice and recognises that children and young people who experience any form of prejudice-related discrimination may fare less well in the education system.
- 18.2.9 The Trust will ensure that all staff comply with the appropriate equality legislation and regulations.

#### 18.2.10 The Trust will:

- Ensure staff are aware of their responsibilities, given necessary training and support, and report progress to the Trust Board.
- Ensure that the recording and reporting of equality and diversity is sufficiently scrutinised.
- Foster positive attitudes and relationships, a shared sense of cohesion and belonging, and ensure this is promoted in our policies, procedures and activities.
- Observe good equalities practice in staff recruitment, retention and development, and ensure that all policies and procedures benefit all staff and potential staff regardless of any protected characteristic, and with full respect for legal rights relating to pregnancy and maternity.
- Reduce and remove inequalities and barriers that already exist.
- Engage with a range of groups and individuals to ensure that those who are affected by a policy, procedure or activity are consulted and involved in the design of new policies, and in the review of existing ones.
- Ensure that policies, procedures and activities benefit society as a whole, both locally and nationally, by fostering greater social cohesion, and greater participation in the public life of everyone, regardless of any protected characteristic.
- Ensure staff promote an inclusive and collaborative ethos in the Trust, challenging inappropriate language and behaviour, responding appropriately to incidents of discrimination and harassment, and showing appropriate support for pupils with additional needs, maintaining a good level of awareness of issues surrounding equality.

18.2.11 The Trust will have an equality page on its website, in order to demonstrate how it is complying with the PSED in the Equality Act 2010, and advancing equality of opportunity.

### 18.3 Equality objectives

18.3.1 The Trust is committed to promoting the welfare and equality of all its staff, pupils and other members of the Trust community. To achieve this, the Trust has established the following objectives:

- Monitor changes to the curriculum to ensure they result in good outcomes for pupils in all vulnerable groups, and to review the curriculum considering new performance measures
- Offer appropriate qualifications in English for pupils in all vulnerable groups
- Implement effective strategies to support pupils in all vulnerable groups following linear exam courses
- Improve the quality of support for pupils in all vulnerable groups in the classroom
- Continue to explore the use of new technologies to support pupils in all vulnerable groups in accessing their learning. With special investigation taking place regarding the use of technology in modern foreign languages, internal exams and group work.

The Trust will update all published equality documentation annually and will publish its objectives at least every four years.

### 18.4 Collecting and using information

18.4.1 The Trust will collect equality information for the purpose of:

- Identifying key issues, e.g. unlawful discrimination in teaching methods.

- Assessing performance, e.g. benchmarking against similar organisations locally or nationally.
- Taking action, e.g. adapting working practice to accommodate the needs of staff who share protected characteristics.

18.4.2 The Trust will build an equality profile for staff to assist with identifying any issues within their recruitment regime. The Trust will obtain the following information from their staff:

- Recruitment and promotion
- Numbers of part-time and full-time staff
- Pay and remuneration
- Training
- Return to work of women on maternity leave
- Return to work of disabled staff following sick leave relating to their disabilities
- Appraisals
- Grievances (including about harassment)
- Disciplinary action (including for harassment)
- Dismissals and other reasons for leaving

18.4.3 The Trust will use the information they obtain to analyse any gaps present in their equality documentary, including the Equal Opportunities Policy.

18.4.4 Any personal data the Trust collects will be processed in accordance with the Data Protection Policy.

## **18.5 Publishing information**

18.5.1 The Trust will publish information to demonstrate its compliance with the Act.

18.5.2 The Trust will publish information relating to persons within the Trust community who share relevant protected characteristics, these will include:

- Other persons affected by the Trust's policies and procedures

18.5.3 The Trust will not provide this information if:

- The member of staff is employed under contract personally to do work.
- The employer does not have, and it is not reasonably practicable for the employer to obtain the data.

18.5.4 The Trust will publish findings in their annual report.

18.5.5 The Trust will publish the following information annually with regard to the gender pay gap:

- The difference between the mean hourly rate of pay of male and female full-pay relevant staff
- The difference between the median hourly rate of pay of male and female full-pay relevant staff
- The difference between the mean bonus pay paid to male and female staff
- The difference between the median bonus pay paid to male and female staff
- The proportions of male and female relevant staff who were paid bonus pay
- The proportions of male and female full-pay relevant staff in lower, lower middle, upper middle, and upper quartile pay bands

## **18.6 Promoting equality**

18.6.1 In order to meet our objectives, the Trust has identified the following priorities:

- The Trust will provide auxiliary aids that are directly related to disabled pupil's educational needs as a reasonable adjustment, so they can integrate wholly in all parts of Trust life.
- Staff will ensure that all pupils are able to take part in extra-curricular activities and residential visits, and the Trust will monitor uptake of these visits to ensure no one is disadvantaged on the grounds of a protected characteristic.
- The Trust will ensure that all forms of prejudice-motivated bullying is taken seriously and dealt with equally and firmly.
- There will be differential schemes of work designed to meet the abilities and learning styles of all pupils.
- The Trust will increase access for disabled children and young people to the Trust curriculum and will take necessary steps to meet pupils' needs by using a variety of approaches and planning reasonable adjustments for disabled pupils, enabling them to take as full a part as possible in the activities of the Trust.
- The Trust will ensure there is adequate access to the physical environment of the Trust.
- The Trust will improve the delivery of written information to disabled children and young people.
- The Trust will seek the views of advisory staff, outside agencies and local MATs.
- Throughout the year, the Trust will plan ongoing events to raise awareness of equality and diversity
- The Trust will consult with stakeholders to establish equality objectives and draw up a plan based on information collected on protected groups and accessibility planning.
- Equality objectives will be published at least every four years commencing on the date of the last publication
- Bullying and prejudice will be carefully monitored and dealt with accordingly.
- Regular training will be given to both existing and new staff to ensure that they are aware of the process for reporting and following up incidents of prejudice-related bullying.
- Addressing prejudice-related incidents

18.6.2 The Trust is opposed to all forms of prejudice and we recognise that pupils and staff who experience any form of prejudice-related discrimination may fare less well in the education system.

18.6.3 The Trust will ensure that pupils and staff are aware of the impact of prejudice in order to prevent any incidents from occurring.

18.6.4 If incidents continue to occur, the Trust will address them immediately and report them to the Trust Board.

## **18.7 Appeal process**

18.7.1 Staff members retain the right to appeal against a decision on the acceptability of their appearance e.g. dress code, using the Trust's grievance procedure.

18.7.2 The Trust will adhere to the Complaints Procedures Policy when following the grievance procedure.

## **18.8 Curriculum**

18.8.1 All pupils will be entitled to access a broad and balanced curriculum and to teaching and learning opportunities which meet their needs, including extra support where this has been identified as a statutory need.

18.8.2 When planning the curriculum, the Trust will take every opportunity to promote and advance equality.

18.8.3 When teaching the curriculum, the Trust will promote equality and will not subject individuals to discrimination.

18.8.4 The Trust will develop an appropriate curriculum for all pupils in all vulnerable groups.

18.8.5 The Trust will ensure PSHE lessons are designed for pupils to develop their knowledge of the world and the importance of equality.

## **18.9 Monitoring and review**

18.9.1 The Head Teacher will review this policy annually, to ensure that all procedures are up-to-date.

18.9.2 The policy will be monitored and evaluated by the Head Teacher and Trust Board in the following ways:

- Individual attainment data
- Equal opportunities recruitment data
- Equality impact assessments
- Ofsted inspection judgements on equality and diversity
- Incident records related to harassment and bullying

18.9.3 Any changes made to this policy will be communicated to all members of staff.

## **19 Anti-Harassment and Bullying Policy**

### **19.1 Introduction**

19.1.1 The Trust is committed to ensuring that its staff are treated with dignity and respect and treat others in the same way. We believe that all staff have the right to work in an environment which is free from any form of harassment and/or bullying. This policy therefore covers harassment and bullying that occurs:

- in the workplace
- outside the workplace in a work-related context, such as on Trust trips, business trips, or work-related social events.

19.1.2 This policy applies to all staff working for us at any of our premises, including casual and agency staff, consultants, contractors, trustees, staff, homeworkers, managers and volunteers. We also make it clear to our clients, visitors and others who work with us that harassment of our staff is unacceptable.

19.1.3 All staff are required to read this policy and to ensure that they understand what types of behaviour are unacceptable.

19.1.4 This policy does not form part of any member of staff's contract of employment. We may amend it at any time and decide to follow a different procedure where we consider it appropriate.

## **19.2 Harassment**

19.2.1 It is the Trust's policy that the harassment of any of its staff is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action, which could result in dismissal without notice.

19.2.2 Harassment may take many forms (including bullying), occurs on a variety of different grounds and can be directed at one person or many people. Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed.

19.2.3 Harassment involves subjecting individuals to conduct which is unwanted and where the conduct has the purpose or effect of:

- violating the victim's dignity, or
- creating an environment that is intimidating, hostile, degrading, humiliating or offensive to the victim

19.2.4 Harassment also occurs where the perpetrator engages in unwanted conduct of a sexual nature and that conduct has the purpose or the effect referred to above. An individual of any gender may be the victim of sexual harassment.

19.2.5 A person will also commit harassment if they (or anyone else) engages in unwanted conduct (of a sexual nature or otherwise) that has the purpose or the effect referred to above and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. For example, it will be harassment for a manager whose repeated advances to a more junior female member of staff have been consistently rebuffed subsequently to give the woman a poor performance review because she had rejected him.

19.2.6 Conduct usually becomes harassment if it continues once it has been made clear that it is regarded by the recipient as offensive or unwanted, although a single incident may amount to harassment if it is sufficiently serious.

19.2.7 It is the unwanted nature of the conduct that distinguishes harassment from friendly behaviour that is welcome and mutual. Staff must always consider the whether their words or conduct may be considered offensive.

19.2.8 Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

19.2.9 Harassment may relate to:

- age
- disability (past or present), sensory impairments or learning difficulties
- gender reassignment

- marital or civil partner status
- race, colour, nationality, ethnic or national origins
- religion or belief
- sex or sexual orientation
- trade union membership (or non-membership)
- part time or fixed term status
- status as an ex-offender
- health
- physical characteristics
- power or hierarchy
- willingness to challenge harassment (leading to victimisation)

19.2.10 The phrase 'relate to' is very wide and therefore covers:

- harassment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong, and

19.2.11 Harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a transsexual person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for her.

19.2.12 Whilst not an exhaustive list, forms of harassment can include:

- physical contact or “horseplay”, including touching, pinching, pushing and grabbing
- ‘jokes’
- offensive language, shouting or behaving in an intimidating manner
- gossip
- slander
- offensive, insensitive or sectarian songs or messages (including email)
- displaying posters or pictures, graffiti, emblems, flags that some people may find offensive
- obscene or offensive gestures
- offensive email and screen savers etc
- isolation or non co-operation and exclusion
- coercion for sexual favours or sexually suggestive remarks
- pressure to participate in political/religious groups
- intrusion by pestering, spying and stalking
- continued requests for social activities after it has been made clear that such suggestions are not welcome
- verbal, non-verbal or physical conduct of a sexual nature
- outing or threatening to out someone as gay or lesbian

19.2.13 Harassment is unlawful in many cases and individuals may be legally held liable for their actions. In some cases, their behaviour may also amount to a criminal offence.

### **19.3 Bullying**

19.3.1 Bullying may be described as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, upset, threaten, denigrate or injure the recipient. Bullying may be physical, verbal or non-verbal conduct.

19.3.2 Behaviour that is considered bullying by one person may be considered firm management by another. Most people will agree on extreme cases of bullying and harassment but it is sometimes the 'grey' areas that cause most problems. In our organisation, unacceptable behaviour includes (this is not an exhaustive list):

- spreading malicious rumours, or insulting someone (particularly because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, or sexual orientation)
- copying memos that are critical about someone to others who do not need to know
- ridiculing or demeaning someone – picking on them or setting them up to fail
- deliberately excluding a person from communications or meetings without good reason
- unfair treatment
- overbearing or intimidating supervision or other misuse of power or position
- making threats or comments about job security without foundation
- deliberately undermining a competent worker by overloading and constant criticism
- preventing individuals progressing by intentionally blocking promotion or training opportunities

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

#### **19.4 Harassment and Bullying Procedure**

19.4.1 Due to the seriousness with which the Trust views harassment and bullying, informal and formal reporting procedures have been introduced which are separate from the Grievance Procedure as a mechanism for dealing with complaints of harassment and/or bullying. However, staff may choose to use the Grievance Procedure as an alternative.

19.4.2 All allegations of harassment and/or bullying will be dealt with seriously, promptly and in confidence. Members of staff who feel they have been subject to harassment and/or bullying must not hesitate in using this procedure nor fear victimisation. Retaliation against a member of staff who brings a complaint of harassment and/or bullying is a serious disciplinary offence which may constitute gross misconduct and could result in dismissal.

19.4.3 The Head Teacher/Chair of the Trust Board, will provide, in confidence, advice and assistance to staff subjected to harassment and/or bullying and assist in the resolution of any problems, whether through informal or formal means.

#### **19.5 Informal Procedure**

19.5.1 If an incident happens which you think may be harassment or bullying, you may prefer initially to attempt to resolve the problem informally, if you feel able to do so. In some cases, it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.

19.5.2 In circumstances where this is too difficult or embarrassing for you to do on your own you could seek support from a friend at work or union representative. If the incident concerns a third party, you may wish to ask a friend at work or union representative to intervene for you on an informal basis.

- 19.5.3 If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment and/or bullying, then in the first instance you should approach the Head Teacher on an informal confidential basis. They will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally/informally as appropriate.
- 19.5.4 If the conduct continues or if it is not appropriate to resolve the problem informally or you do not feel able to raise it informally, it should be raised through the following formal process.

## **19.6 Formal Procedure**

- 19.6.1 Where informal methods fail or are not appropriate, or serious harassment and/or bullying occurs, you are advised to complain formally in writing to the insert title. If the matter concerns that person, you should refer your complaint to the Head Teacher. Your written complaint should set out full details of the conduct in question, including the name of the perpetrator, the nature of the harassment or bullying, the dates and times at which it occurred, the names of any witnesses and any action that has been taken to attempt to stop it occurring.
- 19.6.2 Consideration will be given to keeping the complainant and the alleged perpetrator separated whilst they are at work, taking into account the views of the complainant. In serious cases the alleged perpetrator may be suspended in order for the complaint to be investigated or temporary changes to working arrangements may be made pending the outcome of the investigation.
- 19.6.3 The person the Trust appoints to handle the complaint will meet you to establish details of what has happened. The person handling the complaint will then carry out an impartial and objective investigation, sensitively and with due respect to all parties involved. The person handling the complaint will not be connected with the allegation. The investigation will involve meeting with the person against whom you are making the complaint. The alleged harasser will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence. You and the alleged harasser have the right to be accompanied by a colleague (who should not be a potential witness, (if you have concerns about this please discuss with the Head Teacher before your interview)) or union representative at any fact-finding meetings. An investigation will be carried out timely, sensitively and with due respect for the rights of both you and the alleged perpetrator.
- 19.6.4 Where your complaint is about someone other than a fellow worker, such as a parent, supplier or visitor, we will consider what action may be appropriate to protect you (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our business and the rights of that person. We will try to discuss the matter with the third party where appropriate.
- 19.6.5 Strict confidentiality will be maintained throughout the investigation into the allegation. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them. Breach of confidentiality may give rise to disciplinary action.
- 19.6.6 When the investigation has been completed, you will be informed whether or not your allegation is considered to be well-founded.

- 19.6.7 If the allegation is well-founded, disciplinary action may be taken against the person alleged to have committed the behaviour you are complaining about and, depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person with or without notice. However, ordinarily the Trust is not at liberty to discuss the level of disciplinary action taken as this is confidential between the Trust and the other member of staff, the Trust can only confirm that appropriate action has been taken.
- 19.6.8 Even if the allegation is found to be not well-founded, consideration may be given to whether it is necessary and reasonably practicable to transfer or reschedule the work of both or either party, in cases where the Trust considers it would not be appropriate for either of you to continue to work in close proximity to each other.
- 19.6.9 In all cases the Trust will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of meeting and/or mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties, if reasonably practicable.
- 19.6.10 If you are not satisfied with the Trust's outcome you may appeal in writing in accordance with the appeal procedure set out in the Trust's Grievance Procedure.
- 19.6.11 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 19.6.12 The Trust takes these matters very seriously. However, malicious complaints of harassment and/or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment and/or bullying made in bad faith may be dealt with via the Trust's disciplinary policy and could be deemed potential gross misconduct. We are sure that all staff appreciate that this is necessary to protect the integrity of this policy.

## **19.7 Collective complaints**

- 19.7.1 If several employees are experiencing bullying or harassment from the same source, and wish to lodge a complaint as a group, they are required to submit individual statements about their experience of the behaviour that is being complained about.
- 19.7.2 If each of the complaints is raised as a formal grievance, and as long as the issue is of a similar nature in each case, they will be dealt with in one hearing through the Trust's grievance procedures.
- 19.7.3 Outcomes of collective complaints will be advised to each individual on a personal basis.

## **19.8 Miscellaneous**

- 19.8.1 In the case of any doubt or concern about the application of this policy in any particular instance, consult the Head Teacher.
- 19.8.2 The Trust will keep under review its policy, procedures and practices on equal opportunities.

19.8.3 Confidential records of matters dealt with in accordance with this policy will be kept and stored for Trust records.

19.8.4 Information about a complaint by or about a member of staff may be placed on the member of staff's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## **20 Anti-Corruption and Bribery Policy**

### **20.1 Roles and responsibilities**

20.1.1 The Trust Board is responsible for:

- Ensuring that internal controls, procedures and policies are put in place that minimise the risk of fraud and corruption, including theft and bribery.
- Monitoring Trust procedures in relation to fraud.
- Approving this policy on an annual basis, ensuring that it remains adequate and appropriate for the needs of the Trust.
- Promoting an anti-fraud and corruption culture across the Trust.
- Setting the standards for the Trust and giving their full support to all systems and controls in place to assure probity.
- Ensuring that any business and personal interests of all Members and Trustees are declared.
- Reporting any instances of suspected fraud or irregularity to the Chief Finance Officer (CFO) and/or Accounting Officer (AO).
- Ensuring that the Trust meets its duties under the SFVS to guard against fraud and theft by staff, contractors and suppliers.

20.1.2 Audit\_services is responsible for:

- Reporting concerns over inadequate fraud controls to the CFO/AO and Trust Board.
- Recommending necessary changes and improvements to address any inadequacies.

20.1.3 The Head Teacher is responsible for:

- Ensuring that all staff are aware of the Trust's policy on fraudulent and corruptive behaviour and understand the relevant Trust procedures.
- Setting high examples of conduct in their day-to-day work, which are beyond reproach.
- Publicising the Trust's commitment to fighting fraud and corruption.
- Ensuring and monitoring the Trust's compliance with internal controls and agreed policies and procedures related to fraud and corruption.
- Commencing disciplinary action where appropriate.
- Informing the Chair of Audit, Risk and Finance Committee (ARF), CFO/AO of any indications of fraudulent activity and alleged financial irregularities.
- Reporting to ARF on all aspects of fraud risk management.
- Declaring any business and personal interests, as well as any interests or offers of gifts or hospitality, which could be related to the performance of their professional duties.
- Reviewing this policy on an annual basis, in liaison with the SABM, ensuring that it remains adequate and appropriate for the needs of the Trust.

20.1.4 All members of staff are responsible for:

- Upholding the anti-fraud and corruption culture across the Trust.
- Adhering to the Trust's policies and procedures in relation to fraud and corruption, including acts of bribery and theft.

- Ensuring they are familiar with the indicators of potential fraud, in addition to common types of fraud and irregularities that may occur within the Trust.
- Reporting any instances of suspected fraud or irregularity, no matter how trivial they may seem, to the CFO/AO.
- Declaring any business and personal interests held, as well as any offers of gifts or hospitality, which are in any way related to the performance of their duties in relation to the Trust.
- Ensuring that the Trust's reputation and assets are protected against fraud.

20.1.5 The Academy Business Manager (ABM) is responsible for:

- Developing, implementing and maintaining adequate systems of internal control to prevent and detect fraud.
- Ensuring that all relevant staff are adequately trained on internal controls and procedures that need to be complied with.
- Implementing any changes to the internal controls and procedures that may have been identified as a result of a fraud or irregularity investigation, to prevent further instances of fraud or corruption.
- Informing the Head Teacher or CFO/AO, as appropriate, of any indications of fraudulent activity and alleged financial irregularities.
- Declaring to the Head Teacher and/or COO any business and personal interests, as well as any interests or offers of gifts or hospitality, which are in any way related to the performance of their duties in relation to the Trust.
- Reviewing this policy on an annual basis, in liaison with the Head Teacher, ensuring that it remains adequate and appropriate for the needs of the Trust.
- Maintaining an up-to-date gifts and hospitality register.

20.1.6 All Trusts and staff, including volunteers, temporary staff and third parties, are responsible for:

- Demonstrating the highest standards of honesty, probity, openness and integrity in the discharge of their duties. This includes:
- Compliance with the provisions outlined in this policy.
- Contributing to a framework within which counter-fraud arrangements will flourish.
- Promoting an anti-fraud and corruption culture.
- Reporting their concerns in relation to fraud.
- Reporting any breach of this policy to the CFO/AO
- Providing information about any conflicts of interest and direct or indirect pecuniary interests to the CFO/AO.

## **20.2 Creating an ethical culture**

20.2.1 The creation of an ethical, anti-fraud culture underpins all the work done by the Trust to counter fraud and other irregularities.

20.2.2 All staff are expected to act with high levels of integrity and to adhere to the rules outlined in this policy.

20.2.3 All individuals and organisations that work with the Trust must act with integrity.

20.2.4 Anti-fraud awareness training is held for all staff on an annual basis, to ensure staff understand the risk of fraud faced by the Trust.

20.2.5 Specific training is also provided to staff with responsibility for the Trust's internal controls.

20.2.6 There are clear reporting mechanisms in place as outlined in 18.6 and 18.10 and all staff are aware of, and follow, these procedures.

### **20.3 Preventing fraud and corruption**

20.3.1 Fraud and corruption are minimised through effectively designed and consistently implemented management procedures which deny opportunities for fraud and corruption.

20.3.2 ARF assess the areas of the Trust that are most vulnerable to fraud on an annual basis

20.3.3 Fraud risks are identified for all areas and processes of the Trust and are assessed in terms of impact (including monetary and non-monetary) and the likelihood of occurrence.

20.3.4 Robust internal controls are in place to manage the risk of fraud, these cover the following areas:

- Access restrictions and transaction controls
- Account reconciliations
- Physical security of assets
- Segregation of responsibilities
- Pre-employment checks
- Internal controls are reviewed on an annual basis by the ABM to ensure they remain effective and are being consistently applied.
- Approval and authorisation process of transactions

20.3.5 Financial procedures and systems reflect the need for internal checks and internal controls. All staff that are involved in the implementation of these controls are provided with training.

20.3.6 Robust IT procedures are put in place, including restricting access to certain systems. Other steps taken towards ensuring IT security are outlined in paragraph 20.11 of this policy.

20.3.7 All staff will follow the Staff Code of Conduct.

20.3.8 Recruitment is conducted in line with the Recruitment Policy and all new staff are required to declare any business or pecuniary interests, and any other conflicts of interest.

20.3.9 Following a case of fraud or irregularity, the risk management strategy is reviewed to ensure it considers all relevant risks and is effective.

### **20.4 Indicators of fraudulent activity**

20.4.1 Some actions and behaviours may give cause for concern, arouse suspicion and possibly indicate fraudulent activity and these should be brought to the attention of the Head Teacher, ABM and CFO the individual in question will be closely monitored. All staff are vigilant to the risks of fraud.

20.4.2 Clarification is sought from the Head Teacher or SABM if there are any questions over whether a factor is considered an indicator of fraud.

20.4.3 The Trust recognises that the presence of any of these indicators may not be a cause for concern; however, they will always be investigated appropriately.

20.4.4 It is important to note that any one of these on its own may be perfectly innocent and a function of carrying out normal duties; however, a combination of the factors may give cause for concern.

## **20.5 Reporting suspected fraud**

20.5.1 Concerns regarding fraudulent activity are reported to the Head Teacher or, where there are concerns over the Head Teacher, the CEO will investigate. In the instance of the CEO, it will be investigated by the Chair of the Trust Board.

20.5.2 Concerns can be raised in person, via email or telephone, or by using a Fraud Reporting Form.

20.5.3 Under no circumstances will staff investigate the matter themselves.

20.5.4 Any concerns are reported immediately in the knowledge that such concerns are treated in confidence and properly investigated.

20.5.5 If a member of staff wishes to report a fraud concern anonymously or wishes to seek advice about how to deal with an allegation of fraud, they should contact the LA whistleblowing hotline on number.

20.5.6 Procedures outlined in the Whistleblowing Policy are followed to report concerns where the normal reporting procedure is not appropriate. The Whistleblowing Policy can be found on the Trust's website or obtained from the Trust office. Staff who raise concerns in good faith are supported by the Trust and the Trust ensures that they are not subjected to any detrimental treatment as a consequence of their report. Any instances of detrimental treatment against a member of staff for reporting a suspicion are treated as disciplinary offences.

20.5.7 Claims are, in the first instance, investigated by the Head Teacher to ascertain the basic facts. If the claim concerns the Head Teacher, the CEO ascertains the basic facts. In the case of the CEO, it will be the Chair of the Trust Board to ascertain the basic facts.

20.5.8 Subject to the findings, the matter is reported to the CFO/AO, which may result in a full internal investigation by ESFA.

20.5.9 Suspects are not made aware that they are under investigation until agreed by the CFO/AO.

20.5.10 No information concerning suspicions of fraud or corruption are reported to the press, media or any other third party. Such disclosures may damage the investigation and any subsequent actions to be taken.

20.5.11 The appointed anti-fraud team has full right of access to examine any necessary documents and the contents of Trust property, including the examination of computers and related equipment, as well as to undertake interviews with staff members.

20.5.12 The investigation process includes:

- Gauging the credibility of the allegation.
- Securing evidence and ensuring it is retained in the original format.
- Interviewing witnesses.
- Taking statements.

- Interviewing potential suspects.
- Liaising with the Head Teacher, CFO, AO and ARF, as well as external agencies where necessary.

20.5.13 The anti-fraud team works closely with the Head Teacher and Trust Board in fraud related cases involving disciplinary investigation.

20.5.14 Cases of fraud are also reported to Action Fraud via their website or via their hotline: 0300 123 2040.

20.5.15 Where fraud is proven, this constitutes gross misconduct and cases are dealt with in accordance with the Trust's disciplinary procedures.

20.5.16 Where appropriate, the Trust refers cases to the police for them to consider taking criminal action.

20.5.17 The Trust will seek to apply appropriate criminal, civil and disciplinary sanctions to all cases of proven fraud and corruption.

## **20.6 Recovery of losses**

20.6.1 Where practicable, the Trust seeks to recover any losses incurred as a result of fraud or corruption.

20.6.2 The Chair of the Trust Board and ARF are immediately informed of any potential loss and provided with details of the case and any recovery action being undertaken.

20.6.3 If an individual under investigation offers money in settlement of losses to the Trust, the monies are accepted without prejudice to any other action the Trust may wish to take.

20.6.4 Money will only be accepted in respect of losses to date and the Trust will reserve the right to seek the recovery of further losses that may come to light in the future.

20.6.5 The Trust will only claim under insurance arrangements once all other avenues of recovery have been exhausted.

## **20.7 Gifts and hospitality**

20.7.1 All staff must act in line with the Ant-bribery Policy.

20.7.2 It is not acceptable for staff to:

- Give, promise or offer a payment, gift or hospitality with the expectation or hope that an advantage for the Trust will be received, or to reward an advantage already received.
- Give, promise or offer a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure.
- Accept payment from a third party if they know or suspect that it is offered with the expectation of a business advantage in return.
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns regarding bribery.
- Engage in any activity that may lead to a breach of the Ant-bribery Policy.

- 20.7.3 The Trust does not prohibit normal and appropriate hospitality or gifts (both given and received) if the following requirements are met:
- It is not 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 exchange for favours or benefits
  - It is given in the Trust's name, not an individual's name
  - It complies with local law
  - It does not include cash or a cash equivalent, e.g. vouchers or gift certificate
  - It is appropriate in the circumstances, e.g. the giving of small gifts at Christmas time
  - The type and value of the gift is reasonable given the reason the gift is offered
  - It is given openly, not secretly
  - Gifts should not be offered to, or accepted from, government officials or representatives without the prior approval of the Head Teacher
- 20.7.4 Gifts of a value of £20 or less can be accepted from parents and pupils without approval from the Head Teacher (providing that these gifts do not satisfy the conditions outlined above). These gifts do not need to be recorded in the Gifts and Hospitality Register.
- 20.7.5 Any gifts and hospitality given or received are recorded on the Gifts and Hospitality Register.
- 20.7.6 The advice of the Trust is to, in all circumstances, consider whether the gift or hospitality is reasonable and justified, and to consider the intention behind the gift.

## **20.8 Charitable donations**

- 20.8.1 Charitable donations are part of the Trust's wider purpose. The Trust may also support fundraising events involving staff. The Trust only makes charitable donations that are legal and ethical. No donation must be offered or made in the Trust's name without the prior approval of the SABM.

## **20.9 Reporting suspected bribery**

- 20.9.1 Members of staff are encouraged to raise concerns about any suspicion of bribery or corruption at the earliest possible opportunity. Issues that should be reported include:
- Any suspected or actual attempts at bribery.
  - Any concerns that a member of staff may be in receipt of bribes.
  - Any concerns that a member of staff may be offering or delivering bribes.
- 20.9.2 All concerns should be reported following the procedure set out in the Trust's Whistleblowing Policy.
- 20.9.3 All reports of bribery are investigated thoroughly and in a timely manner by the Head Teacher in the strictest confidence. Members of staff are required to assist in any investigation into possible or suspected bribery.
- 20.9.4 Members of staff who raise concerns in good faith are supported by the Trust and the Trust ensures that they are not subjected to any detrimental treatment as a consequence of their

report. Any detrimental treatment against a member of staff for reporting a suspicion is treated as a disciplinary offence.

20.9.5 The Trust invokes disciplinary procedures where any member of staff is found guilty of bribery, and this may result in a finding of gross misconduct and immediate dismissal. The Trust may terminate the contracts of any associated persons, including consultants or other workers acting for, or on behalf of the Trust, who are found to have breached this policy.

20.9.6 Where appropriate, the Trust refers cases to the police for them to consider taking criminal action.

20.9.7 The Trust seeks to apply appropriate criminal, civil and disciplinary sanctions to all cases of proven bribery.

## **20.10 Confidentiality**

20.10.1 The Trust understands that the decision to report a concern can be a difficult one to make.

20.10.2 Victimisation or harassment of anyone who has made a report is never tolerated.

20.10.3 Where possible, the identity of the person who made the report is kept confidential – their identity is only shared on a need-to-know basis.

## **20.11 Record keeping**

20.11.1 The Trust keeps financial records and has appropriate internal controls to provide evidence for business reasons and for making payments to third parties. Members of staff must make the COO aware of all hospitality or gifts received or offered over the value of £20 – these are subject to managerial review.

20.11.2 Members of staff expense claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with the Trust's Expenses Policy.

20.11.3 All invoices, accounts and related documents are prepared and maintained with the highest accuracy and completeness.

20.11.4 No accounts are kept "off-book".

## **20.12 Monitoring and review**

20.12.1 This policy is reviewed on an annual basis by the Trust Board, COO and the Head Teacher.

## **21 Staff Code of Conduct**

### **21.1 Safeguarding pupils**

21.1.1 In accordance with 'Keeping children safe in education' 2020, all staff members have a responsibility to safeguard pupils and protect their welfare.

21.1.2 All staff members have a responsibility to ensure that they provide a learning environment in which pupils feel safe, secure and respected.

- 21.1.3 To effectively safeguard pupils, staff members are required to follow the procedures outlined in this Staff Code of Conduct policy and the Child Protection and Safeguarding Policy, ensuring that they do not act in a way that may put pupils at risk of the following types of abuse and neglect:
- Physical abuse
  - Emotional abuse
  - Sexual abuse
  - Neglect
  - Peer-on-peer abuse
  - Serious violence
  - FGM Child sexual Exploitation (CSE)
  - Child criminal exploitation
- 21.1.4 In accordance with the Academy's Child Protection and Trust's Safeguarding Policy, staff will also be aware that the following factors could increase a pupil's risk of being subject to safeguarding issues:
- Pupils who need a social worker (Child in Need and Child Protection Plans)
  - Pupils requiring mental health support
  - LAC and previously LAC
  - Pupils with SEND
- 21.1.5 If a staff member identifies a pupil who is subject to, or at risk of, the abuse and neglect mentioned in paragraph 21.1.3, they will follow the necessary reporting and referral procedures.
- 21.1.6 Any staff member that has concerns about a staff member's (including volunteers and supply staff) actions or intent that may lead to a pupil being put at risk of harm will report this in line with the Whistleblowing Policy to the Head Teacher immediately so appropriate action can be taken.
- 21.1.7 Upskirting is not tolerated by the Academy and any incidents of upskirting must be reported to the DSL who will decide on the next steps to take, which may include involving the police.
- 21.1.8 If a staff member feels unable to raise an issue with the Academy, they will use other whistleblowing channels, including contacting the NSPCC's helpline on 0800 028 0285 (between the hours of 8:00am and 8:00pm Monday to Friday) or email [help@nspcc.org.uk](mailto:help@nspcc.org.uk). Staff members can also access guidance at [www.gov.uk/whistleblowing](http://www.gov.uk/whistleblowing).
- 21.1.9 In accordance with the Trust's Child Protection and Safeguarding Policy, staff members will be prepared to identify pupils who may be subject to, or at risk of, abuse and neglect, and will follow the necessary reporting and referral procedures.
- 21.1.10 The duty to safeguard pupils includes the duty to report concerns about a pupil. Any staff member that has concerns about a staff member's actions or intent that may lead to a pupil being put at risk of harm will report this in line with the Whistleblowing Policy to the either the Head Teacher or, were relevant, the Trust's Designated Safeguarding Lead immediately so appropriate action can be taken. Staff are strongly urged to familiarise themselves with the Child Protection Safeguarding Policy and Whistleblowing Policy.
- 21.1.11 The Trust's designated safeguarding lead (DSL) is Louise Stogdale.

- 21.1.12 If the concern is regarding the DSL, staff will report this to the Chair of the Trust Board.
- 21.1.13 All staff will partake in the appropriate safeguarding and child protection training; additionally, all staff will receive regular safeguarding and child protection updates but at least annually.
- 21.1.14 Staff will be aware that confidentiality will never be promised to a pupil – staff will understand the procedure for if a pupil discloses a potential safeguarding issue, in accordance with the Trust’s Child Protection and Safeguarding Policy.
- 21.1.15 Staff will be aware of the Academy’s legal duty to refer anyone who has harmed, or poses a risk of harm to, a child or vulnerable adult to the DBS – this includes where:
- The harm test is satisfied in respect of that individual
  - The individual has received a caution or conviction for a relevant offence, or if there is reason to believe that the individual has committed a listed relevant offence
  - The individual has been removed from working in regulated activity or would have been removed if they had not left their post

## **21.2 Pupil Development**

- 21.2.1 Staff must comply with Trust policies and procedures that support the well-being and development of pupils.
- 21.2.2 Staff must co-operate and collaborate with colleagues and with external agencies where necessary to support the development of pupils.
- 21.2.3 Staff must follow reasonable instructions that support the development of pupils.

## **21.3 Honesty and Integrity**

- 21.3.1 Staff must maintain the highest standards of honesty and integrity in their work. This includes the handling and claiming of money and the use of Trust property and facilities.
- 21.3.2 All staff must comply with the Bribery Act 2010. A person may be guilty of an offence of bribery under this act if they promise or give financial advantage or other advantage to someone; or if they request, agree or accept, or receive a bribe from another person. If you believe that a person has failed to comply with the Bribery Act, you should refer to the Whistleblowing Procedure.

## **21.4 Attendance**

- 21.4.1 The Trust expects that staff members will:
- Attend work in accordance with their contract of employment and associated terms and conditions in relation to hours, days of work and holidays
  - Make routine medical and dental appointments outside of their working hours or during holidays where possible
  - Refer to the Trust’s Staff Leave of Absence Policy if they need time off for any reason other than personal illness
  - Follow the Trust’s absence reporting procedure when they are absent from work due to illness or injury.

## **21.5 Professional behaviour and conduct**

- 21.5.1 Staff members are expected to treat other colleagues, pupils, parents, and external contacts with dignity and respect.
- 21.5.2 The use of foul and abusive language will not be tolerated.
- 21.5.3 Discrimination, bullying, harassment or intimidation, including physical, sexual and verbal abuse, will not be tolerated.
- 21.5.4 Staff members will not misuse or misrepresent their position, qualifications or experience, or bring the Trust into disrepute.
- 21.5.5 Staff members will inform the Head Teacher if they are subject to a criminal conviction, caution, ban, police enquiry, investigation or pending prosecution.
- 21.5.6 Staff will be aware that professional behaviour and conduct is expected to be extended to extra-curricular trips and visits too. All staff attending a trip or visits will act in accordance with this policy.
- 21.5.7 Staff will act appropriately in terms of the views they express (in particular political views) and the use of Trust resources at all times and will not use Trust resources for party political purposes.

## **21.6 Conduct outside of work**

- 21.6.1 Staff may undertake work outside the Trust, either paid or voluntary, provided that it does not conflict with the interests of the Trust. The nature of the work cannot be seen to bring the Trust into disrepute, nor be at a level which may contravene the working time regulations or affect an individual's work performance.
- 21.6.2 All members of staff must declare any other business interests outside of the Trust that may be connected either to the supply of goods/services to the Trust or be rewarded through association with the Trust.
- 21.6.3 Staff will not engage in outside work which could seriously damage the reputation and standing of the Trust or the member of staff's own reputation, or the reputation of other members of the Trust community. In particular, criminal offences that involve violence, possession or use of illegal drugs or sexual misconduct are unacceptable.
- 21.6.4 Staff must exercise caution when using information technology and be aware of the risks to themselves and others. Staff will not engage in inappropriate use of social network sites which may bring themselves, the Trust, Trust community or employer into disrepute.
- 21.6.5 Staff must only use their Trust email account when communicating electronically with pupils, parents and colleagues.

## **21.7 Smoking, alcohol and other substances**

- 21.7.1 Staff will not smoke on, or within a five-mile radius of, the Trust premises.

- 21.7.2 Staff will not smoke whilst working with or supervising pupils off-site, such as when on educational visits and trips.
- 21.7.3 The taking of illegal drugs or alcohol during working hours is unacceptable and will not be tolerated. Staff members must never attend work under the influence of alcohol or illegal drugs.
- 21.7.4 If alcohol or drug usage impacts on a staff member's performance, the Trust has the right to discuss the matter with the member of staff and take appropriate action in accordance with the Trust's disciplinary procedures, including referral to the police.

## **21.8 Health and safety**

- 21.8.1 Staff members will:
- Be familiar with and adhere to the Trust's Health and Safety Policy and ensure that they take every action to keep themselves and everyone in the Trust environment safe and well
  - Comply with health and safety regulations and use any safety equipment and protective clothing which is supplied to them
  - Comply with hygiene requirements
  - Comply with accident reporting requirements
  - Inform the Head Teacher of any paid work which is undertaken elsewhere, for compliance with The Working Time Regulations 1998 (as amended).

## **21.9 Declaration of interests**

- 21.9.1 Staff members are required to declare their interests, both personal and financial, where the group or organisation they are affiliated with would be considered to be in conflict with the ethos of the Trust.
- 21.9.2 For the purposes of this policy, a financial conflict of interest is one where there is, or appears to be, opportunity for personal financial gain, financial gain for close relatives or friends, or where it may be reasonable for a third party to take the view that financial benefits may affect an individual's actions.
- 21.9.3 The term 'financial interest' means anything of monetary value, including the following:
- Payments for services
  - Equity interests
  - Intellectual property rights
  - Hospitality or gifts
- 21.9.4 Examples of financial interests that must be declared include, but are not limited to, equity interests in services considered for use by the Trust.
- 21.9.5 Non-financial conflicts of interest can also come into conflict, or be perceived to come into conflict, with an individual's obligations or commitments to the Trust. These interests may include any benefit or advantage including, but not limited to, direct or indirect enhancement of an individual's career or gain for immediate family or someone with whom the individual has a close relationship.
- 21.9.6 Examples of situations that could give rise to non-financial conflicts of interest include the following:

- Pressure or temptation to accept gifts, inducements or hospitality
- Participating in the appointment, hiring, promotion, supervision or evaluation of a person with whom the individual has a close personal relationship
- Where a member of staff has or develops a close personal relationship with a colleague
- Membership to a trade union or staff representative group does not need to be declared
- Staff members will also carefully consider whether they need to declare their relationship with any individual where this might cause a conflict with Trust activities.

21.9.7 Failure to make a relevant declaration of interests is a very serious breach of trust and, therefore, if staff are in doubt about a declaration, they are advised to contact the Trust or trade union.

21.9.8 All declarations, including nil returns, will be submitted in writing to the Head Teacher for inclusion on the Register of Business Interests.

## **22 Volunteer Policy**

### **22.1 Safeguarding children and child protection**

22.1.1 Volunteers will be provided with safeguarding information as determined by the Trust Board, using a proportional, risk-based approach.

22.1.2 Depending on the level of interaction with a pupil, it may be necessary to obtain a DBS certificate.

22.1.3 The Trust is required to obtain an enhanced DBS certificate if:

- The volunteer intends to carry out activity for the Trust and it gives the opportunity for unsupervised contact with pupils.

22.1.4 The Trust is not required to obtain an enhanced DBS certificate if:

- The volunteer intends to carry out activity for the Trust and it gives the opportunity for supervised contact with pupils.

22.1.5 For volunteers who are not in regulated activity, but who have the opportunity to come into contact with pupils on a regular basis, it is at the discretion of the Trust to decide whether or not a DBS check is required.

22.1.6 The Trust will obtain an enhanced DBS certificate, including barred list information, for any volunteer who is new to working in regulated activity.

22.1.7 The Trust will not obtain barred list information for any volunteer who does not engage in regulated activity. The DBS cannot provide barred list information on any person, including volunteers, who are not in, or seeking to enter into, regulated activity.

22.1.8 The Trust may decide to conduct a repeat DBS check on any volunteer of whom they hold concerns about.

22.1.9 The Trust wants to ensure that activities are planned properly and safely, and that volunteers are informed of these plans. We strive to ensure that volunteers have access to a member of Trust staff, should they wish to discuss difficulties or report on issues that may arise.

- 22.1.10 All staff, visitors and volunteers are required to be identified and located at all times. For this reason, the following process will be adhered to:
- Sign in and out of the building at the office/reception
  - Visitor's badge worn at all times
  - A designated member of staff – the Head Teacher– is made aware of where the volunteer is working
- 22.1.11 All staff and volunteers will remain alert to, and when it comes to their attention report to the LA, the potential need for early help for a child who:
- Is disabled and has specific additional needs.
  - Has SEND.
  - Is a young carer.
  - Is showing signs of being drawn into anti-social or criminal behaviour, including gang involvement.
  - Is frequently missing or goes missing from care or home.
  - Is at risk of modern slavery, trafficking or exploitation.
  - Is at risk of being radicalised or exploited.
  - Is in a family circumstance presenting challenges, such as drug and alcohol misuse.
  - Is misusing drugs or alcohol themselves.
  - Has returned home to their family from care.
  - Is a privately fostered child.

## **22.2 Risk assessments**

- 22.2.1 The Trust will undertake a risk assessment, using professional judgement and experience when deciding whether an enhanced DBS check is required for any volunteer not engaging in regulated activity. The Trust will record the details of the risk assessment and store the details in the Trust office.
- 22.2.2 The following factors will be taken into consideration when deciding whether to seek an enhanced DBS certificate:
- The nature of the work with the pupils
  - The Trust's knowledge of the volunteer, including any formal or informal information offered by staff and parents
  - Whether the volunteer has any other employment or voluntary activities, and where referees can advise of their suitability
  - Whether the role is eligible for an enhanced DBS check

## **22.3 Disqualification under the Childcare Act**

- 22.3.1 Any individual who is classified as being disqualified under the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 and section 25 of the Childcare Act 2006, is unable to provide any means of childcare provision.
- 22.3.2 Any volunteer who is directly concerned with the management of childcare provision, or who works with children on a regular basis, whether supervised or not, is covered by these regulations and may be disqualified.
- 22.3.3 An individual will be classed as disqualified if:
- They have been reported on the DBS Children's Barred List.

- They have been noted as committing certain violent and sexual offences against children and adults.
- They have been refused any provision relating to childcare, or have been prohibited from private fostering.
- They have received certain orders in relation to the care of children.

22.3.4 The Trust will not employ any volunteer who is classified as being disqualified under the above regulations.

22.3.5 When gathering information to make decisions, the Trust will ensure that they act proportionately in order to minimise any intrusion into an individual's private life. The UK GDPR does not prevent an employer from asking questions relating to the suitability of the individual employed on safeguarding grounds.

## **22.4 Supervision**

22.4.1 If a volunteer is required to be supervised when undertaking an activity, who would otherwise be in regulated activity if not supervised, the Trust will ensure that:

- There is supervision by an individual who is in regulated activity.
- The supervision is regular and day-to-day.
- The supervision is reasonable enough within the circumstances to ensure the protection of the pupils.

22.4.2 When determining what supervision is reasonable so that the volunteer would not be in regulated activity, the Trust will take the following factors into consideration:

- The ages of the pupils, including whether there is a large gap in their ages
- The number of pupils that the individual is working with
- Whether or not there are other staff members present during the activity
- The nature of the volunteer's work and the opportunity for contact with pupils
- How vulnerable the pupils are
- How many staff members would be supervised by each member of supervising staff

## **22.5 Allegations of abuse**

22.5.1 Any allegations of abuse, whereby a member of staff is accused of abusing a pupil, will be reported to the Head Teacher.

22.5.2 In any case in which LA children's social care has undertaken enquiries to determine whether the child or children are in need of protection, the Head Teacher and Chair of the Trust Board will take account of any relevant information obtained in the course of those enquiries when considering disciplinary action.

22.5.3 If there is no cause to suspect that any significant harm is an issue, but a criminal offence might have been committed, the designated officer (DO) will immediately inform the police and convene a discussion to decide whether a police investigation is needed.

22.5.4 The DO will regularly monitor the progress of all cases, either by reviewing strategy meetings, or by liaising with the police and/or children's social work services colleagues or the Trust, as appropriate.

22.5.5 Clear, comprehensive records of all allegations are kept even if disciplinary action is not taken or proven.

22.5.6 Confidentiality is maintained whenever an allegation is made; however, there may be a need to share information with relevant agencies on a need-to-know basis.

22.5.7 Allegations of abuse made against volunteers will be dealt with in accordance with the Allegations of Abuse Against Staff Policy.

## **22.6 Health and safety**

22.6.1 All volunteers will be required to read the Health and Safety Policy, prior to them undertaking any activity on behalf of the Trust.

22.6.2 All volunteers will ensure that they are familiar with emergency procedures, e.g. evacuation, and of any health and safety aspects relating to the activity they will be undertaking, e.g. whilst in a cookery class.

22.6.3 If a volunteer notices any potential hazard which may put another individual at risk of harm, they will report this immediately to the class teacher or a senior member of staff.

## **22.7 Absence**

22.7.1 Volunteers are required to inform the Trust office by 08.00am if they are unable to attend at the agreed time.

22.7.2 Failure to inform the Trust office on more than 3 instances may result in the volunteer being unable to attend the Trust on any further occasions.

22.7.3 If a volunteer is called away in the event of an emergency while volunteering, they will inform the class teacher or senior leader, and will sign out of the building before leaving the premises.

## **22.8 Confidentiality**

22.8.1 Volunteers will be reminded that all information with regards to individual pupils and members of staff is confidential, and that the sharing of data is protected under the Data Protection Act 2018.

22.8.2 Volunteers are not permitted to discuss any confidential information regarding a pupil or member of staff, with any other individual at the Trust.

22.8.3 Any volunteer who breaches the confidentiality rules will be asked to leave the premises and will not be able to return to undertake any further activity.

22.8.4 There may be instances where a volunteer is required to pass information to a member of staff, such as if they notice a pupil being bullied or subjected to harm.

22.8.5 Volunteers will report any concerns to a member of staff and are instructed not to notify the parents.

## **22.9 Internet use**

22.9.1 All volunteers will be required to behave in an ethical and respectful manner with regards to email and internet use, and will be expected to follow the processes outlined in the following

Trust policies:

- Data Protection Policy
- Social Media Policy
- IT and Communication Systems Policy

22.9.2 Volunteers will have restricted access to the Trust network and will be instructed on ensuring appropriate use.

22.9.3 No volunteers are permitted to make contact with pupils via social media or email, or arrange to meet pupils outside of Trust.

## **22.10 Monitoring and review**

22.10.1 The Head Teacher will review this policy on an annual basis, and will communicate any changes to all members of staff and existing volunteers.

22.10.2 All volunteers will be required to read this policy prior to their attendance at the Trust.

## **22.11 Volunteer code of conduct**

22.11.1 All volunteers are expected to maintain high standards of behaviour and conduct when undertaking any activity at the Trust.

22.11.2 Volunteers will:

- Observe the high standards of behaviour and ethical conduct mandated by the Trust.
- Respect other volunteers, members of the staff and pupils, and make them feel valued.
- Be approachable, pleasant and a positive role model for pupils.
- Adhere to all Trust policies, e.g. the: Child Protection and Safeguarding Policy, Health and Safety Policy, Data Protection Policy, Anti-Harassment and bullying Policy.
- Maintain confidentiality of personal information at all times, unless there is a need to report an issue to a member of staff.
- Treat all pupils and members of staff equally.
- Report any incident of bad behaviour to the class teacher/senior member of staff immediately.
- Dress and behave in a manner which promotes healthy and safe working practices.
- Accept and follow directions from the supervisor and seek guidance through clarification where uncertain of tasks or requirements.
- Observe safe working practices which avoid unnecessary risks, apply reasonable instructions given by supervisors, and report any potential hazards in the workplace to the supervisor.
- Avoid waste or extravagance and make proper use of the resources.
- Conduct work in a cooperative manner.
- Turn any mobile phones off while on Trust premises.

Volunteers will not:

- Discipline a pupil; if there are any problems, the class teacher/senior member of staff will be informed straight away and he/she will deal with the situation.
- Shout, hit, threaten or manhandle a pupil.
- Take photographs in Trust without the prior permission of the Head Teacher.
- Develop 'personal' or sexual relationships with pupils.

- Work with pupils when not in the proper physical or emotional state to do so, e.g. under medication which causes drowsiness, or under extreme stress which may impair judgement.
- Behave in an illegal, improper or unsafe manner, e.g. smoking or drinking alcohol.
- Share personal contact details with pupils or make personal arrangements to meet pupils outside Trust.
- Express any extremist or discriminatory views, or any views that would offend others.
- Make inappropriate jokes or remarks of a sexual, racial, intimidating, discriminatory or offensive nature.
- Behave in a manner which may bring the Trust into disrepute when representing the Trust.
- Give or receive (other than 'token') gifts, unless arranged through the Head Teacher e.g. outgrown sports kit, football boots or uniform.

## **23 Relationships at Work Policy**

23.1.1 This policy governs personal relationships in the workplace. When we use the phrase "personal relationship" in this policy we mean any emotional or romantic relationship which goes beyond the normally accepted boundaries of the professional sphere between colleagues. This will include formal, family relationships (for example, where people are married or living together). It will also include less formal situations (for example, where the parties consider that they are "seeing each other" or "going out together").

23.1.2 This policy applies to all personal relationships between any member of staff, regardless of whether those involved work in the same team, department, division or office, or at the same site.

23.1.3 This definition is not intended to be exhaustive. Given the sensitive nature of personal relationships, all staff is required to use common sense in assessing whether or not this policy is relevant to them. If there is any uncertainty as to whether this policy applies, staff are encouraged to speak to Human Resources about their situation in confidence.

23.1.4 We respect the right of all our staff to a private life. We also understand that many people meet their partners at work and that personal relationships between staff are inevitable. For the avoidance of doubt, this policy is not intended to prohibit staff from having a personal relationship with a work colleague. It is intended to set out guidelines for their conduct within the workplace and to provide a framework for managers to deal sensitively, consistently and fairly with personal relationships which may affect the business.

23.1.5 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time. It will be reviewed regularly.

### **23.2 Purpose of this policy**

23.2.1 In many cases a personal relationship between staff will not interfere with work. However, sometimes a personal relationship will be or become problematic because it adversely impacts on other colleagues or negatively affects business efficiency. Personal relationships can be particularly problematic where they involve members of the same team or are between a supervisor or manager and subordinate.

23.2.2 This means that personal relationships are potentially a legitimate management concern. In issuing this policy, we seek to address the following, non-exhaustive, issues which may arise where there is a personal relationship:

- A lack of transparency in relation to workplace matters;
- Risks to the confidentiality of business information;
- Legal risks in relation to discrimination and harassment;
- Potential conflicts of interest of those involved in personal relationships;
- actual or perceived bias regarding recruitment, promotion, rostering, annual leave allocation, appraisals, discipline and grievance and other operational matters where staff in a personal relationship are also in a direct reporting or subordinate relationship;
- potential for negative effect on general public perception of fairness, objectivity and impartiality;
- embarrassment of other staff;
- fear of favouritism by other colleagues;
- general adverse impact on team dynamics and reduction in team morale;
- outputs may be disrupted in the event of relationship breakdown; and
- impact on HR or management resources and increased legal risks in the event of relationship breakdown.

### **23.3 Management guidelines**

23.3.1 Where a manager becomes aware that a member of their team is in a personal relationship with a colleague, they are required to treat this sensitively and, as far as possible, in confidence.

23.3.2 Most personal relationships should not have a significant impact on the workplace or efficiency of work. However, managers need to recognise their responsibility to all team members and to the needs of the business.

23.3.3 No action should be taken simply because a staff member is in a personal relationship with a colleague. Only if there is an issue or risk as outlined above should action be considered.

23.3.4 Managers will know that they must not discriminate against staff on various protected grounds. They should particularly consider the characteristics of sex, sexual orientation and age before taking any action as a result of a personal relationship. For example, it should not be assumed that the more junior person in a couple will be transferred out of a team, as this could be indirectly discriminatory.

23.3.5 Managers should be aware that conduct directed towards a colleague for personal reasons may be unwanted and that, in some circumstances, this could amount to unlawful harassment for which the employer could be liable. We will take any grievances (formal or informal) very seriously and investigate these without delay. Managers should escalate any complaints of this nature to HR as soon as possible.

23.3.6 Any information regarding personal relationships is confidential and likely to be protected under data protection laws. Managers are reminded about their data protection obligations under the law and our Privacy Notice or Data Protection Policy, including ensuring the security of such information.

23.3.7 Managers are also reminded that we have a duty to protect the health and safety of our staff and that this includes mental health. If a manager has concerns regarding the health impact

of a personal relationship on a member of staff, they should bring this to the attention of HR without delay.

- 23.3.8 Given the highly sensitive nature of personal relationships, managers should seek the assistance of HR before dealing with any issues which may arise. They should also ensure that a formal note is taken of any meetings to discuss personal relationships.

## **23.4 Conduct of those in personal relationships**

- 23.4.1 Any members of staff who are in a personal relationship are expected to conduct themselves in a professional manner at work at all times in respect of such relationship. This means being considerate of the feelings of their other colleagues in their day-to-day dealings and being discrete in any discussions regarding their private life within the workplace. Public displays of affection are inappropriate in the work sphere.
- 23.4.2 Our equipment and resources are provided for work purposes only. Any inappropriate use in furtherance of a personal relationship will be treated as a disciplinary matter.
- 23.4.3 Where the personal relationship involves those in a direct or indirect reporting line or in manager/subordinate roles, both parties are required to disclose this by informing HR, in confidence, as soon as reasonably practicable. While there is no formal requirement for staff who are not also in a manager/subordinate relationship to disclose any personal relationship, they should consider whether it may be appropriate to inform their line manager in any event or whether, having regard to their general duties of good faith towards their employer, they do so in relevant circumstances. For example, if there is a risk of a conflict of interest or perceived conflict of interest arising.
- 23.4.4 As a matter of policy, colleagues who are in a personal relationship should not also be in manager/subordinate roles in the workplace. Where such a personal relationship arises, both parties are required to inform HR, in confidence, as soon as reasonably practicable. We will then liaise with those involved to agree a plan to minimise the impact of the personal relationship on the business. This may involve transferring one or both of the partners from their current role. If this is not possible for operational reasons, then we will consider putting in place appropriate safeguards to ensure transparency and fairness.
- 23.4.5 Failure to disclose a personal relationship as required by this policy will be treated as a disciplinary matter and, subject to investigation, could result in disciplinary action, up to and including dismissal.

## **24 Code of Conduct**

### **24.1 Relationships with pupils**

- 24.1.1 The Trust expects that staff will:
- Maintain professional boundaries and relationships with pupils at all times, and will consider whether their actions are warranted, proportionate, safe and necessary.
  - Act in an open and transparent way that would not lead to others questioning their actions.
  - Ensure that they do not establish social contact with pupils for the purpose of securing a friendship, or to pursue or strengthen a relationship.

- Ensure that they do not develop personal or sexual relationships with pupils: this includes sexual remarks and discussing their own sexual relationships with, or in the presence of, pupils.
- Only contact pupils via the Trust's established mechanisms: personal phone numbers, email addresses or social media platforms will not be used to contact pupils.

24.1.2 Under the Sexual Offences Act 2003, it is an offence for a person aged 18 or over to have a sexual relationship with a child under 18 where that person is in a position of trust in respect to that child, even if the relationship is consensual.

## **24.2 Physical contact with pupils**

24.2.1 The Trust understands that there are circumstances in which it is entirely necessary for staff to have physical contact with pupils, e.g. when applying first aid and assisting with intimate care, but staff will only do so in a professional and appropriate manner in line with relevant Trust policies.

24.2.2 When physical contact is made with pupils, it is imperative that it is conducted in a way which is responsive to the pupil's needs, is of limited duration and is appropriate to their age, stage of development, gender, ethnicity and background.

24.2.3 Staff will seek the pupil's permission, where possible, before initiating contact.

24.2.4 Staff will always use their professional judgement when determining what physical contact is appropriate, as this may differ between pupils. As such, the pupil's feelings and wishes will always be taken into account.

24.2.5 Staff will never touch a pupil in a way which is indecent and will always be prepared to explain their actions.

24.2.6 Staff will be aware that even well-intentioned physical contact may be misconstrued by a pupil, an observer or by anyone to whom this action is described and, therefore, will be prepared to justify their actions.

24.2.7 Staff will not engage in rough play, tickling or play fights with pupils.

24.2.8 Extra caution will be taken where it is known that a pupil has previously suffered from abuse or neglect.

24.2.9 Physical contact will never be secretive; if a member of staff believes an action could be misinterpreted, this will be reported to the Head Teacher and appropriate procedures will be followed.

24.2.10 Where it is necessary in PE classes for teachers to demonstrate use of equipment, this will be conducted with another member of staff if possible. If a pupil is required to participate, their consent will be given before doing so.

24.2.11 If a child is in distress and in need of comfort as reassurance, staff may use age-appropriate physical contact, such as placing their hand on the pupil's shoulder. Staff will remain self-aware of their actions at all times and ensure that their contact is not threatening, intrusive or subject to misinterpretation.

24.2.12 Staff may also use reasonable force as a means of physical contact with pupils for restraint purposes.

### **24.3 Showering and changing**

24.3.1 Pupils are entitled to respect and privacy whilst they are changing before/after PE; however, a level of supervision is required to ensure that pupils are safe, and that they are not subjected to bullying.

24.3.2 The supervision will be appropriate to the needs and ages of the pupils, and sensitive to the potential for embarrassment.

24.3.3 Staff will announce their intention of entering the changing room to allow pupils to maintain their privacy.

24.3.4 Staff will never change or shower in the same area as pupils.

### **24.4 Transporting pupils**

24.4.1 When it is necessary to transport pupils off-site, staff will ensure that the transport arrangements of the vehicle meet all legal requirements, they have an appropriate licence and the vehicle is roadworthy, has a valid MOT certificate and is insured.

24.4.2 Staff will gain consent from parents before transporting pupils and will be aware that the welfare of all pupils in the vehicle is their responsibility.

24.4.3 Two or more staff will be present in the vehicle to avoid any discrepancy regarding safeguarding concerns.

### **24.5 Financial inducements**

24.5.1 Staff members will:

- Familiarise themselves and comply with the Trust's financial regulations.
- Declare to the Trust Board, in writing, any gifts received, with the exception of:
  - Low cost, functional items suitable for business rather than personal use and displaying the supplier's logo – these items may be accepted.
  - Gifts offered by parents or pupils to Trust staff to express their gratitude, but staff members should always refuse monetary gifts.
  - Hospitality in the form of meals and drinks where it is part of a normal business meeting.
  - Authorised visits to exhibitions, demonstrations, conferences, business meals and social functions in connection with the Trust's business, which shall be at the Trust's expense.
- Not accept a personal gift, payment, or other incentive from a business contact – any such gifts should be returned.
- Declare any gift that cannot be returned to the Trust Board, who will decide how it will be used.
- Only accept offers to specific events after authorisation from the Trust Board.

## **24.6 Acceptable use of technology**

- 24.6.1 Staff are required to employ the highest security settings on any personal profiles they may have.
- 24.6.2 Staff will not engage in inappropriate use of social networking sites including contacting pupils or their family members, accepting or inviting friend requests from pupils or their family members, or following pupils or their family members on social media.
- 24.6.3 The Trust understands that some staff members are also parents of pupils at the Trust and, therefore, may wish to contact other parents. When doing so, staff will exercise their professional judgement and will not contact family members on social media if this would lead to a conflict of interest.
- 24.6.4 Staff will remain mindful of their use of social media and their web-based presence including written content, videos or photographs, and views expressed directly or indirectly which may bring themselves, the Trust or the Trust community into disrepute.

## **24.7 Premises, equipment and communication**

- 24.7.1 Trust equipment and systems are available only for Trust-related activities and will not be used for the fulfilment of another job or for personal use, unless specifically authorised by the Head Teacher.
- 24.7.2 Illegal, inappropriate or unacceptable use of Trust equipment or communication systems may result in disciplinary action and, in serious cases, could lead to a member of staff's dismissal.
- 24.7.3 Members of staff receiving inappropriate communication or material, or who are unsure about whether something he/she proposes to do might breach this policy, should seek advice from the Head Teacher.
- 24.7.4 The Trust reserves the right to monitor emails, phone calls, internet activity or document production, principally in order to avoid offensive or nuisance material and to protect systems from viruses, but also to ensure proper and effective use of systems.
- 24.7.5 Communication systems may be accessed when the Trust suspects that the member of staff has been misusing systems or facilities, or for the investigation of suspected fraud or other irregularity. Access will be secured by the systems manager, only with the permission of the Trust Board.
- 24.7.6 Passwords should not be shared and access to computer systems must be kept confidential except on the express request of the Head Teacher or systems manager. Breaches of this confidentiality may be subject to disciplinary action.
- 24.7.7 Trust equipment that is used outside the premises, e.g. laptops, will be returned to the Trust when the member of staff leaves employment or if requested to do so by the Head Teacher.

## **24.8 Photography and videos**

- 24.8.1 Photographs and videos will only be taken using Trust equipment – using personal mobile phones for this purpose is prohibited, in accordance with the Trust’s Photography Policy.
- 24.8.2 Consent for taking photographs will be obtained from parents, or the pupil themselves, if they are deemed old enough and able to make the decision for themselves.
- 24.8.3 The age of consent that is legislated is 13 and above; however, this is only applicable for online services provided directly to children. For everything else, an appropriate age for consent is considered on a case-by-case basis by the data protection officer, Head Teacher and a pupil’s parents (where appropriate).
- 24.8.4 Pupils who have not provided consent, either personally or via their parents, to have their photograph taken or be filmed will have their wishes respected, in line with the Photography Policy.
- 24.8.5 The Head Teacher will be notified of the proposed use of the imagery or video and the equipment and ensure that the use of such is included in lesson plans where this is necessary.
- 24.8.6 All photographs and videos will be available for scrutiny, and staff will be prepared to justify the images or footage taken.
- 24.8.7 Careful consideration will always be given to the activities which are being filmed or photographed, to ensure that images or videos are not indecent and cannot be misused.

## **24.9 Data protection and confidentiality**

- 24.9.1 Regarding personal and sensitive data, staff members are required, under the UK GDPR and the Data Protection Act 2018, to:
- Consider the legal basis for collecting the data, ensuring that this is documented.
  - Ensure that the data is stored on a UK GDPR-compliant server, and that the data is not held for any longer than necessary.
  - Securely dispose of the data when the relevant retention period ends.
- 24.9.2 The only exception whereby it is acceptable for a staff member to disclose information that would otherwise be considered confidential is when the confidential information gives rise to concerns about the safety or welfare of a pupil.
- 24.9.3 Staff members have the right to request access to data that is held about them. Such requests will be made to the Head Teacher in writing in accordance with the Trust’s Data Protection Policy.

## **24.10 Probity of records**

- 24.10.1 The deliberate falsification of documents, such as references, academic qualifications or legal documents, is unacceptable. Where a staff member falsifies records or other documents, including those held electronically, this will be regarded as a serious disciplinary matter and potentially a criminal offence.

## **24.11 Contacts**

24.11.1 Staff members will not use Trust business contacts for acquiring materials or services at trade/discount prices for non-Trust activities, unless participating in concessionary schemes arranged by trade unions or other such groups.

## **24.12 Monitoring and review**

24.12.1 This policy will be reviewed on an annual basis by the Head Teacher and any changes made will be communicated to all members of staff.

24.12.2 All members of staff are required to familiarise themselves with this policy as part of their induction programme.

## **25 Disciplinary Procedure**

### **25.1 Introduction**

25.1.1 Standards of conduct and performance are required in any organisation to ensure order, effective operation of the business and a safe and healthy working environment. This procedure has been written to ensure that if standards are believed to be below what is reasonably expected by the Trust that there is a fair and systematic approach to investigating these matters and where appropriate corrective action is taken.

25.1.2 The disciplinary procedure is not contractual and may be varied by the Trust. Trust expressly reserves the right to modify or depart from the procedure where it is expedient to do so and when the Trust believes reasonable in the circumstances.

25.1.3 The disciplinary procedure is strictly confidential and all aspects, including all documentation and records, shall be treated as such. In line with this policy, the following will be adhered to:

- In minor cases of alleged misconduct, the line manager should initially seek to resolve the matter informally by discussion with the member of staff.
- The disciplinary procedure is to be used where a member of staff's work or conduct is alleged to be unsatisfactory.
- Each step and action under the procedure must be taken without unreasonable delay, by either the Trust or the member of staff.
- The timing and location of meetings must be reasonable.

### **25.2 Misconduct and Gross Misconduct**

25.2.1 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under the Trust's Disciplinary Procedure:

- Minor breaches of our policies including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy;
- Minor breaches of your contract;
- Damage to, or unauthorised use of, our property;
- Poor timekeeping;
- Time wasting;
- Unauthorised absence from work;
- Refusal to follow instructions;
- Excessive use of our telephones for personal calls;

- Excessive personal email or internet usage;
- Obscene language or other offensive behaviour;
- Negligence in the performance of your duties; or
- Smoking in no-smoking areas.

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

25.2.2 The following are examples of gross misconduct, and if the issue is well founded, the appropriate disciplinary action is Stage three, dismissal:

- Use of misleading information on applying for the job
- Theft or fraud
- Conviction of a criminal offence (other than a minor road traffic offence)
- Unauthorised possession of any property or facilities belonging to the Trust or any member of staff or another person
- Falsification of reports, records, documents, accounts, expenses claims, overtime claims, self-certification forms or working papers of the Trust or being in collusion with any other persons to carry out such actions
- Serious insubordination
- Refusal to carry out duties and reasonable instructions
- Fighting, assault or attempting bodily injury or horseplay on or near the premises or while on the Trust's business
- Generally unacceptable behaviour towards pupils and/or their families or your colleagues
- A serious breach of safety rules, including failure to report an accident
- Being under the influence of drink or non-medicinal drugs during working hours
- Having alcoholic drink or illegal drugs in your possession, custody or control on the Trust's premises
- Wilful damage or serious damage to the Trust's or pupils and/or their family's property, material or equipment; or personal property of others on the premises or in the vicinity of Trust premises.
- Behaviour generally acknowledged as outrageous
- Sexual misconduct
- Dishonesty
- Disclosure of confidential information, including pupils and/or their family's sensitive information
- Serious breach or flagrant failure to follow Trust's procedures, policies and rules
- Indecent conduct
- Threatening or intimidatory behaviour
- Acts of incitement and/or acts of discrimination (including harassment or victimisation) on the grounds of race, ethnic background, colour, sex, religion, age, sexual orientation, religion or disability, etc.
- Unauthorised absence
- Actions by you or allegations made against you which could have the effect of harming the Trust's reputation.

This list is neither exclusive nor exhaustive.

### **25.3 The right to be accompanied**

- 25.3.1 The member of staff may bring a companion to any disciplinary or appeal hearing under this procedure. The companion may be either a trade union representative or a work colleague not involved in the matter. The member of staff must tell the person conducting the hearing who their chosen companion is, in good time before the hearing.
- 25.3.2 A companion is allowed reasonable time off from duties, without loss of pay, but no one is obliged to act as a companion if they do not wish to do so.
- 25.3.3 If the choice of companion is unreasonable, the Trust may ask for the member of staff to choose someone else. For example:
- If in the Trust's opinion the member of staff's companion may have a conflict of interest or may prejudice the hearing.
  - If the companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days afterwards.
  - The Trust may, at its absolute discretion, allow the member of staff to bring a companion who is not a work colleague or union representative (for example, a member of family) if this will help the member of staff overcome a disability.
- 25.3.4 At a hearing, the companion may make representations to the Trust and ask questions, but should not answer questions on the member of staff's behalf. The member of staff may confer privately with their companion at any time during a hearing.

### **25.4 Trade union officials**

- 25.4.1 Although normal disciplinary standards will apply to their conduct and performance as staff, no disciplinary action or suspension will be taken until the circumstances of the case have been discussed with an appropriate trade union official. In the case of suspension, this may not be practical and should not prevent leaders taking action.

### **25.5 Suspension**

- 25.5.1 In certain circumstances, consideration may be given to suspending the member of staff from their place of work at the outset of the investigation or at any stage during the course of the investigation.
- 25.5.2 The Trust will consider and document why suspension is necessary before making this decision, and will consider alternative to suspension, where possible.
- 25.5.3 The suspension will be for no longer than is necessary and the Trust will confirm the arrangements to the member of staff in writing.
- 25.5.4 The decision to suspend may only be taken by a Head Teacher. If the Head Teacher is unavailable, the decision may be delegated to a nominated deputy Head Teacher, who must make every effort to contact the Head Teacher or CEO, to discuss the case and be authorised to make the decision.
- 25.5.5 Where the Head Teacher is suspended, the CEO or Chair of the Trust Board only has the power to do so and must notify the full Trust Board.

- 25.5.6 In other cases, the Trust board should be informed through the CEO or Chair of the Trust Board.
- 25.5.7 While the member of staff is suspended, they should not visit the Trust site or contact any of its pupils, parents, Trusts, Chair of the Trust Board, members or colleagues, unless the member of staff has been authorised to do so by the Head Teacher.
- 25.5.8 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. The member of staff will continue to receive their salary during the period of suspension.
- 25.5.9 Every effort will be made to avoid lengthy periods of suspension. The decision to suspend, and the conditions of suspension, will be reviewed periodically and the member of staff will be updated as, and when, necessary.

## **25.6 Investigations**

- 25.6.1 The purpose of an investigation is for the Trust to establish a fair and balanced view of the facts relating to any disciplinary allegations against a member of staff, before deciding whether to proceed with a disciplinary hearing.
- 25.6.2 The amount of investigation required will depend on the nature of the allegations and will vary from case to case as reasonably required. It may involve interviewing and taking statements from the member of staff and any relevant witnesses, and/or reviewing relevant documents.
- 25.6.3 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 25.6.4 A member of staff has the right to be accompanied to an investigative interview as detailed in paragraph 25.3.
- 25.6.5 The member of staff must co-operate fully and promptly in any investigation. This will include informing the Trust of the names of any relevant witnesses, disclosing any relevant documents to the Trust and attending investigative interviews if required. Any failure to comply may lead to disciplinary action.
- 25.6.6 It is incumbent on the member of staff, during the investigation stage, to raise details of additional witnesses whom the Trust should interview during the investigation.

## **25.7 Criminal charges**

- 25.7.1 Where the member of staff's conduct is the subject of a criminal investigation, charge or conviction, the Trust will investigate the facts before deciding whether to take formal disciplinary action.
- 25.7.2 The Trust will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where the member of staff is unable or has been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, the Trust may have to take a decision based on the available evidence.

25.7.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if the Trust considers that it is relevant to the member of staff's employment.

## **25.8 Procedure at disciplinary hearings**

25.8.1 The member of staff, wherever possible will be notified (with 5 working days' notice) in writing of the need to attend a disciplinary hearing within the formal procedure. The notification will specify the person conducting the meeting, together with the meeting date, time and location. The notification will detail the nature of the issue of concern. The member of staff will ordinarily be informed of the potential level of disciplinary action, should the issue of concern be well founded following the disciplinary hearing.

25.8.2 The written notification will also inform the member of staff of their right to be accompanied by a companion, namely a fellow member of staff or a trade union representative, where relevant.

25.8.3 The member of staff must take all reasonable steps to attend the meeting, however if the member of staff or their companion cannot attend for reasons, which were not originally foreseen, the meeting will be re-arranged to take place as reasonable, ordinarily within the next five working days. A decision can be made in the member of staff's absence.

25.8.4 Documents to be referred to at the meeting will be sent to the member of staff 3 working days in advance as reasonable and wherever possible.

25.8.5 At the beginning of the hearing, the person conducting the meeting will introduce those present and the purpose of the meeting. The member of staff will be reminded of their right to be accompanied (if the member of staff has not chosen to be accompanied by a trade union representative or a work colleague).

25.8.6 The person conducting the meeting will go through the issues of concern with the member of staff and the evidence that has been gathered. The member of staff will be able to respond and present any relevant evidence

25.8.7 Witness evidence (save for additional matters that the member of staff wishes to raise) is provided through witness statements. There is no right for either the Trust or the member of staff to call witnesses to the disciplinary hearing. As such, there is no power for the Trust or the member of staff to cross-examine witnesses (albeit that the person conducting the meeting may ask questions of the member of staff).

25.8.8 The member of staff will be given a full opportunity to ask questions and put forward any mitigating factors which they believe are relevant to the allegations.

25.8.9 Once the member of staff has been afforded an opportunity to explain their position, the disciplinary officer will do either of the following:

- Give the decision and explain the reasons for the decision, and confirm as soon as possible in writing
- Inform the member of staff that the decision will be given in writing as soon as possible.

25.8.10 The person conducting the meeting may adjourn the disciplinary hearing if the Trust needs to carry out any further investigations in light of any new points the member of staff has raised at the hearing.

25.8.11 The member of staff will be given a reasonable opportunity to consider and comment on any new information obtained before a decision is given.

## **25.9 Informal discussion**

25.9.1 If the staff standard of conduct or performance etc. is considered lacking, or a breach of conduct is believed to have occurred, the Head Teacher shall draw the matter to the member of staff's attention in a private and informal way.

25.9.2 The member of staff shall be allowed to state their views and if, after consideration, the Head Teacher believes there is no cause for concern, further action will not be taken. If, however, the Head Teacher believes there is a problem, the aim will be to help the member of staff achieve the standard required, which will be made clear to the member of staff. At this stage the Head Teacher should make a note of the fact that the issue was raised and on which date, together with brief details, and keep this in a safe and confidential place.

25.9.3 In most cases this informal discussion should resolve any difficulties identified. If the member of staff fails to improve, or sustain improvement, the formal procedure will be commenced.

## **25.10 Levels of formal disciplinary action**

25.10.1 Disciplinary action will ordinarily take the following forms in the order as detailed unless the matter appears sufficiently serious to be taken up to a higher stage, even where the member of staff has no current warnings on record.

25.10.2 The following decisions will be confirmed in writing:

25.10.3 State One – Formal Written Warning.

Where this involves unsatisfactory performance, the warning will specify the performance problem, the improvement that is required, a review date and any support where appropriate that the Trust will provide to assist the member of staff. Where this involves misconduct the warning will specify the nature of the misconduct and the change in behaviour required. A record of the warning will be kept on the member of staff's personnel file, and the time limit shall be six months (excluding the Summer holiday) from the date of the decision. If the member of staff receives a written warning then a consequence of a failure to improve or change could result in a stage two final written warning and/or ultimately stage 3 dismissal (even though this or subsequent poor performance or conduct etc. may not be related to earlier issues).

25.10.4 Stage Two - Final Written Warning.

A final written warning may be given where the case has already involved a written warning and insufficient improvement has been made, where further misconduct has occurred or where the case is of sufficient importance or seriousness. Also, where gross misconduct may not warrant dismissal, for example due to mitigating circumstances. A record of the warning will be kept on the member of staff's personnel file, and the time limit shall be 12 months (excluding the Summer holiday) from the date of the decision; however, in exceptional circumstances, misconduct may be so serious that if repeated at any time in the future, the

likely consequence is dismissal. The person/s making the decision may impose a final written warning and specify that such a warning will remain in force for a longer period of time.

#### 25.10.5 Stage Three - Dismissal.

A member of staff is likely to be dismissed where the case has already involved the final warning and insufficient improvement has been made or where further misconduct has occurred or where the case is so serious as to constitute gross misconduct or where there is some other substantial reason. In cases of gross misconduct, the member of staff will ordinarily not receive any notice period. The Trust reserves the right to substitute the dismissal with some other penalty such as demotion, or suspension without pay, or loss of seniority and loss of pay, where the Trust believes appropriate.

25.10.6 Breaches of discipline will be disregarded after the specified period of satisfactory conduct, but will remain permanently on the member of staff's personnel file.

25.10.7 In accordance with the Trust Staffing (England) Regulations 2009, where the Head Teacher/Trusts decide that the appropriate sanction is to cease working at the Trust, the notice of dismissal will be issued by the Trust and confirmed by the Council (except in the case of Voluntary Aided and Foundation Academies). This confirmation must be sent within 14 days of the date the notification was issued by the Trust and must refer to the right of appeal.

25.10.8 Where a teacher is dismissed or resigns or leaves as an alternative to dismissal whilst in the formal part of the disciplinary process, it is the statutory responsibility of the employer to refer the case to the GTCE who will consider the case under its disciplinary functions.

### 25.11 Alternatives to dismissal

25.11.1 In some cases, the Trust may, at its discretion, consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include the following:

- Demotion
- Transfer to another department or job
- A period of suspension without pay
- Loss of seniority
- Reduction in pay
- Loss of future pay increment

25.11.2 However, the Trust can choose not to follow the above order when taking disciplinary action if the Trust believes that the matter is sufficiently serious.

### 25.12 The decision letter

25.12.1 A letter detailing the decision will be given to the member of staff, ordinarily within five working days of the disciplinary hearing, and a copy placed on their personnel file, if a warning is issued.

25.12.2 Following the outcome of the hearing, the decision letter will state:

- The reason for the decision.
- The course of action to be followed by the member of staff.
- Timescale in which improvement is required, if applicable.

- Where assistance is required, the assistance which will be made available to the member of staff (e.g. training and guidance).
- The date on which the warning will elapse.
- That further disciplinary action will be considered if there is further misconduct or insufficient improvement within the timescale of the warning.
- The right of appeal against the decision and how to exercise that right.
- If the warning is a final, it will also state that if the member of staff's conduct continues to be unsatisfactory or if there is further misconduct it may lead to dismissal.

### **25.13 Time limit for warnings**

- 25.13.1 Written warning: the time limit shall be six months (excluding the Summer break) from the date of the decision.
- 25.13.2 Final warning: the time limit shall be 12 months (excluding the Summer break) from the date of the decision.
- 25.13.3 In exceptional circumstances, misconduct may be so serious that if repeated at any time in the future the likely consequence is dismissal. The person/s making the decision may impose a final written warning and specify that such a warning will remain in force for a longer period of time.
- 25.13.4 Breaches of discipline will be disregarded after the specified period of satisfactory conduct, but will remain permanently on the member of staff's personnel file.

### **25.14 Right of appeal**

- 25.14.1 All staff have the right of appeal.
- 25.14.2 Appeals must be lodged in writing to the Head Teacher within ten working days of the decision being communicated to the member of staff (i.e. usually within five days of the date of the outcome letter). The written notice of appeal must contain the reasons for making the appeal.
- 25.14.3 If the member of staff is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the appeal is successful the member of staff will be reinstated with no loss of continuity of pay.
- 25.14.4 If the member of staff raises any new matters in their appeal, the appeal officer may need to carry out further investigations.
- 25.14.5 If any new information comes to light, the appeal officer will provide the member of staff with a summary including, where appropriate, copies of additional relevant documents and witness statements. The member of staff will have a reasonable opportunity to consider this information before the hearing.
- 25.14.6 The Trust will give the member of staff written notice of the date, time and place of the appeal hearing (where possible, within 10 working days), it will also inform the member of staff of their right to be accompanied by a work colleague or Trade Union representative, where relevant.

- 25.14.7 The member of staff must take all reasonable steps to attend the appeal meeting, however if the member of staff or their companion cannot attend for reasons, which were not originally foreseen, the appeal meeting will be re-arranged to take place as reasonable, ordinarily within the next five working days. A decision can be made in the member of staff's absence.
- 25.14.8 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the Trust's discretion depending on the circumstances of the case. In any event the appeal will be dealt with as impartially as possible.
- 25.14.9 Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. The member of staff may bring a companion to the appeal hearing.
- 25.14.10 The person conducting the appeal hearing may adjourn the appeal hearing if the Trust needs to carry out any further investigations in the light of any new points the member of staff has raised at the hearing.
- 25.14.11 The member of staff will be given a reasonable opportunity to consider any new information obtained before a decision is given.
- 25.14.12 The person conducting the appeal hearing may do either of the following:
- Confirm the original decision
  - Revoke the original decision
  - Substitute a different penalty
- 25.14.13 The person conducting the appeal hearing will inform the member of staff in writing of the final decision as soon as possible. There will be no further right of appeal.

## **25.15 Referring misconduct to the Teaching Regulation Agency (TRA)**

- 25.15.1 Allegations of serious professional misconduct by a teacher may be referred to the TRA.
- 25.15.2 A referral is appropriate if the alleged misconduct is so serious, it warrants a decision on whether a teacher should be prevented from teaching.

## **25.16 Referral to the DBS**

- 25.16.1 If an individual may have harmed a child or vulnerable adult, or put a child or vulnerable adult at risk of harm, a referral to the DBS must be made by the employer.
- 25.16.2 In these cases, advice should be sought from the Trust's HR representative.

## **25.17 Policy review**

- 25.17.1 This policy is reviewed annually by the Head Teacher and Trust Board.

## **26 Grievance Procedure**

### **26.1 Introduction**

- 26.1.1 The Trust Grievance Procedure applies to all staff and will be modified by the Trust only where reasonable and ordinarily such will be notified in writing to you.
- 26.1.2 The purpose of this procedure is to provide a fair and effective method of resolving the individual grievances and concerns within the workplace, within a reasonable time of the issue being raised by you. Such grievances could relate to the work you perform, the environment that you work in or working relationships.
- 26.1.3 It is important for both staff and the Trust that the member of staff uses this procedure, as it will allow the Trust the opportunity to address concerns and any breakdown in communication. Further, in the unfortunate situation that the member of staff feels it is necessary to raise a grievance with an external body they will expect to see that the member of staff has first attempted to resolve the issue by using this procedure.
- 26.1.4 If staff are raising a concern regarding the safeguarding of children or vulnerable adults, the Head Teacher will be informed immediately and no further actions will be taken in line with this policy until the Head Teacher has conducted an investigation.
- 26.1.5 Some complaints about employment fall out the scope of the Grievance Procedure and require different treatment. For example, pay gradings/salary issues are dealt with separately by the relevant Governing body. Any issues raised under the meaning of the Public Interest Disclosure Act 1998 (Whistleblowing) should be raised under the Whistleblowing Policy.

### **26.2 Initial handling of a grievance**

- 26.2.1 All information processed during a grievance will be kept in accordance with the Data Protection Policy and Staff and Volunteer Confidentiality Policy.
- 26.2.2 Member of staff will have the right to be accompanied at all stages of a formal procedure and may choose to bring a companion to the informal stages.
- 26.2.3 The member of staff's companion will be either a:
- Colleague;
  - Trade union official; or
  - Accredited trade union representative.
- 26.2.4 Companions will not:
- Answer questions on the member of staff's behalf.
  - Address the hearing if the member of staff does not want them to.
  - Pose a conflict of interest to the grievance being raised.
  - Prevent the member of staff from explaining their case.

### **26.3 The informal stage**

- 26.3.1 Members of staff should where possible, raise the matter initially with their line manager for informal discussion.

- 26.3.2 The purpose of the informal stage is to resolve the issue in an open, honest and positive manner, to avoid formal escalation.
- 26.3.3 It is the responsibility of the line manager to try and resolve the matter and/or provide an answer, ordinarily within five working days.
- 26.3.4 If the grievance cannot be settled informally then the formal grievance procedure should be used.
- 26.3.5 If the grievance concerns the line manager then the member of staff should initially raise the matter with the Head Teacher.
- 26.3.6 If the grievance concerns discrimination, harassment or victimisation linked to a protected characteristic (sex, race, religion or belief, sexual orientation, age or a disability, immediately inform the Head Teacher.

#### **26.4 Grievance hearing – formal stage**

- 26.4.1 The member of staff should state in writing (using the Grievance Form) the basis of their grievance, to the Head Teacher (unless the grievance is against the Head Teacher, in which case it should be put in writing to the Trust Board which should include:
- A brief description of the events that lead to the grievance, including names and dates.
  - An account of how the events made the member of staff feel.
  - What actions the member of staff has taken to resolve the grievance.
  - What outcomes the member of staff is hoping for.

The Trust will deal with the grievance as it believes to be reasonable and appropriate.

- 26.4.2 The member of staff will be invited to attend a meeting to discuss the grievance. The member of staff will be reminded as appropriate of the right to be accompanied by a companion.
- 26.4.3 The meeting will be at a reasonable time and location, normally within five working days of the member of staff submitting the grievance. If the member of staff or their companion is unable to attend the scheduled meeting, a suitable alternative date will be arranged.
- 26.4.4 If the member of staff is unable or unwilling to attend the meeting without good reason, the Head Teacher will make a decision based on the evidence available.
- 26.4.5 The meeting will allow the member of staff to explain their grievance and provide the Trust with the opportunity to resolve the matter. The Trust's representative may be accompanied by a person whose role is to take notes.
- 26.4.6 If it is not possible to resolve the matter at the meeting the Trust's representative will adjourn and arrange another meeting or provide the member of staff with a written answer to their grievance.

#### **26.5 Grievance outcomes**

- 26.5.1 The outcomes possible following a grievance are as follows:
- The grievance is upheld in full

- The grievance is rejected in full
- The grievance is partially upheld, e.g. there is validity to some of the grievance
- Mediation

26.5.2 A 'partially upheld' outcome will not be used as an outcome when a decision cannot be reached.

26.5.3 Sometimes, mediation will be used as an outcome. This will involve all parties collaborating to find an acceptable outcome. If both parties agree that this is appropriate, external mediation can be used to try to resolve particular relevant issues.

26.5.4 The Head Teacher will write an outcome letter ordinarily within five working days and provide a copy of this to the member of staff. The letter will include information on:

- The chosen outcome.
- The reasons for the decision.
- Any facts that the grievance officer has ascertained in coming to their decision.
- Any recommendations or agreed actions to take.
- The member of staff's right to appeal the decision.

26.5.5 Where a grievance is raised against a member of staff during a disciplinary process, the disciplinary process may be temporarily suspended to deal with the grievance. Where the grievance and disciplinary cases are related, the grievance officer will deal with both issues concurrently.

## **26.6 Appeals**

26.6.1 Where staff wish to appeal the outcome of a grievance, they are entitled to do so within five working days of receiving the outcome letter.

26.6.2 To raise an appeal, staff should complete the Grievance Appeal Form and explain why they are dissatisfied with the outcome – this form will be given to the clerk to the Trust.

26.6.3 The clerk to the Trust will:

- Acknowledge receiving the form within five working days.
- Arrange an appeal meeting within ten working days.
- Invite the grievance officer and investigation officer to the meeting.

26.6.4 The Trust Board will form an appeal panel. The appeal panel should invite the member of staff, in writing, to attend an appeal hearing and should inform the member of staff of their right to be accompanied by a Trade Union representative or a work colleague.

26.6.5 The member of staff will:

- Be given the opportunity to explain their case at the meeting.
- Not introduce new grounds for raising their concern.

26.6.6 When the panel have heard all the information, including the rationale for the original judgement, they will make a decision on the outcome.

26.6.7 The outcome decision will be provided to the member of staff in a written letter ordinarily within five working days of the appeal meeting. If it is not possible to respond within the specified time period the member of staff should be given an explanation for the delay and told when a response can be expected.

26.6.8 The grievance panel's decision will be final, and there will be no further right of appeal.

## **26.7 Modified Procedure**

26.7.1 The procedure can be modified where a member of staff has already left the employment of the Trust. In these circumstances, the ex-member of staff is required to outline their grievance in writing at the earliest opportunity and send a copy to the Head Teacher. If the Trust and the ex- member of staff agree in writing that a meeting will not be necessary and Trust will deal with the ex-e member of staff's grievance by providing the ex- member of staff with a written answer.

## **26.8 Malicious grievances**

26.8.1 Disciplinary action may be taken against staff making malicious grievances. Bullying, harassment or victimisation will not be tolerated.

26.8.2 All staff will understand the Trust's HR policies staff handbook and act in accordance with it.

26.8.3 All staff will adhere to the Equal Opportunities Policy.

## **26.9 Monitoring and review**

26.9.1 The Trust Board will review this policy on an annual basis.

26.9.2 Any changes made to this policy will be communicated to all staff immediately.

## **27 Allegations against Staff**

### **27.1 Purpose**

27.1.1 The procedure for dealing with allegations against staff depends on the situation and circumstances surrounding the allegation. This policy must be followed when dealing with allegations but may be adapted to each case. This policy will be used alongside the Trust's Complaints Policy and Child Protection and Safeguarding Policies.

27.1.2 This policy will be used in any case where it is suspected or alleged that a member of staff or a volunteer at the Trust has:

- behaved in such a way that may have harmed a child or may have intended to harm a child
- acted outside of the law in relation to dealings with a child
- behaved in any way that suggests they may be unsuitable to work with children.

### **27.2 Supply Staff**

27.2.1 In some cases, the Academy will need to consider an allegation against an individual not directly employed by the Academy, where the Trusts' disciplinary procedures do not fully apply, e.g. supply staff provided by an employment agency or business.

- 27.2.2 The Academy will work with the agency to ensure allegations are dealt with properly.
- 27.2.3 Under no circumstances will the Academy decide to cease to use a member of supply staff due to safeguarding concerns without finding out the facts and liaising with the designated officer to determine a suitable outcome.
- 27.2.4 The Head Teacher board will discuss with the agency whether it is appropriate to suspend the member of supply staff, or redeploy them to another part of the Academy, whilst an investigation is conducted.
- 27.2.5 The Academy will take the lead on investigations, as supply staff, while not directly employed by the Academy, are under the supervision, direction and control of the Head Teacher when working in the Academy. Agencies will be fully involved in any investigation and will be expected to fully cooperate with enquiries from the LADO, police and/or children's services.
- 27.2.6 The member of supply staff subject to an allegation will be advised to contact their trade union representative, if they have one, or colleague for support.
- 27.2.7 The allegations management meeting will address issues, such as information sharing, to ensure that any previous concerns or allegations known to the agency are taken into account by the Academy during the investigation.
- 27.2.8 An agency used by the Academy will be informed of the Academy's process for managing allegations. This will include inviting the agency's HR manager or equivalent to meetings and keeping them up-to-date with information about the Trust's and Academy's policies.

### **27.3 Timescale**

- 27.3.1 It is imperative that allegations against staff are dealt with as quickly as possible to:
- minimise the risk to the child
  - minimise the impact on the child's academic progress
  - minimise stress to the member of staff concerned
  - ensure a fair and thorough investigation for all parties.
- 27.3.2 To enable this to happen, all staff, parents, and students should be aware of the procedures set out in this policy.

### **27.4 Reporting an Allegation**

- 27.4.1 All concerns of poor practice, or possible child abuse by staff, should be reported immediately to the Head Teacher. Complaints about a Head Teacher should be reported to the Chair of the Trust Board who will then contact the Local Authority Designated Officer (LADO).
- 27.4.2 Staff who are concerned about the conduct of a colleague towards a pupil are undoubtedly placed in a very difficult situation. They may worry that they have misunderstood the situation and they will wonder whether a report could jeopardise their colleague's career. All staff must remember that the welfare of the child is paramount and must report their concerns immediately.

- 27.4.3 The LADO will be contacted by the Head Teachers or Chair of the Trust Board and a discussion will take place to decide whether:
- no further actions are needed; or
  - a strategy discussion should take place; or
  - there should be immediate involvement of the police or social care.

27.4.4 The Trust will share available information with the LADO about the allegation, the child, and the person against whom the allegation has been made and consider whether a police investigation or a strategy discussion is needed. Representatives from other agencies may be invited to the discussion and could include representatives from health, social care and police.

## **27.5 Investigation**

27.5.1 An investigation into the allegation is normally carried out by children's social services or by the Trust. This will be agreed at the initial evaluation stage. Where the Trust is not conducting the investigation, it will cooperate with investigative agencies.

27.5.2 Internal investigations must be second to any safeguarding investigation and may need to be delayed until the external investigation is complete.

## **27.6 Supporting Those Involved**

27.6.1 The Person Who Makes the Allegation and Their Parents/Carers

27.6.2 Parents and carers will be notified if their child makes or is involved in an allegation against staff if they do not already know. However, if the police or social services are to be involved, they will be contacted first and will advise as to what information may or may not be disclosed to the parents. Our Parental Support Advisor has the role of liaising with the parents and the child to ensure they are kept as fully informed as possible.

27.6.3 Parents and carers will be made aware of any progress in the investigation, and where there is no criminal prosecution, the outcome will be explained to them. This may be a disciplinary outcome. During a disciplinary hearing the deliberations and information used for making a decision are usually confidential but parents will be told the outcome.

27.6.4 Social services and the police may be involved and will provide the Trust with advice on what type of additional support the child may need.

27.6.5 The Trust's Whistleblowing Policy enables staff to raise concerns or allegations against their colleagues in confidence and for a sensitive enquiry to take place.

## **27.7 The Member of Staff**

27.7.1 The Trust has a duty of care to its staff and will do everything to minimise the stress of any allegation and the disciplinary process.

27.7.2 The person who is the subject of the investigation will be informed as soon as the allegation has been made, but only after the Head Teacher has spoken to the Chair of the Trust. The member of staff will then be advised on what the next course of action will be. However, if the police or social services are to be involved, they will be contacted before the member of

staff and will advise as to what information may be disclosed to the person under investigation.

27.7.3 The Head Teacher will keep the member of staff informed of the progress of the case and any other work-related issues.

27.7.4 The member of staff may need additional support and the Trust will consider what might be appropriate to best accommodate this. If it is a criminal investigation and the police are involved, they may provide this additional support.

## **27.8 Confidentiality**

27.8.1 The Trust will make every effort to guard the privacy of all parties during and after an investigation into an allegation. It is in everyone's best interest to maintain this confidentiality to ensure a fair investigation with minimum impact for all parties.

27.8.2 A breach of confidentiality will be taken seriously and may warrant its own investigation. It is a criminal offence to publish information that could lead to the identification of a teacher who is the subject of an allegation.

## **27.9 Suspensions**

27.9.1 The Trust will not suspend a member of staff without serious consideration, and will not do it automatically once an allegation has been made. Depending on the nature of the case, it may be possible that alternative arrangements are made so that the individual can continue working.

27.9.2 The employer holds the power to suspend a member of staff but will be advised by the police and or social care whether or not a suspension is necessary.

27.9.3 In the case of suspension, the member of staff will receive written confirmation within one working day and will be informed of the reason for the suspension.

## **27.10 Resignations**

27.10.1 If a member of staff resigns when the allegation is made against them, or during an investigation, the investigation will continue until an outcome has been reached with or without the member of staff's cooperation. They will be given full opportunity to answer the allegation.

27.10.2 Compromise agreements will not be used in situations which are relevant to these procedures.

## **27.11 Record Keeping**

27.11.1 Where an allegation is found to be malicious, it will be removed from the record of the member of staff concerned.

27.11.2 For all other allegations, records of investigations and outcomes will be kept in the member of staff's personal file and they will be given a copy. The record will be kept, including for people who leave the organisation, at least until the person reaches normal retirement age or for 10 years if that will be longer, from the date of the allegation.

27.11.3 Details of any allegation made by a pupil will be kept in the confidential section of their record.

#### **27.12 Action on Conclusion of the Case**

27.12.1 If it is decided that the member of staff may return to Trust after a suspension then provisions will be put in place by the Trust to ensure that the transition is as smooth as possible. This may involve a phased return for a trial period or the use of another member of staff as a support system in the short term.

27.12.2 If the child who made the allegation is still at the Trust, the Trust will consider what needs to be done to manage the contact between the member of staff and child.

#### **27.13 Action in the Case of False or Malicious Allegations**

27.13.1 Where an allegation is proved to be false, the Head Teacher and Chair of the Trust Board may refer to social services to determine whether the child is in need of support or has been abused by someone else.

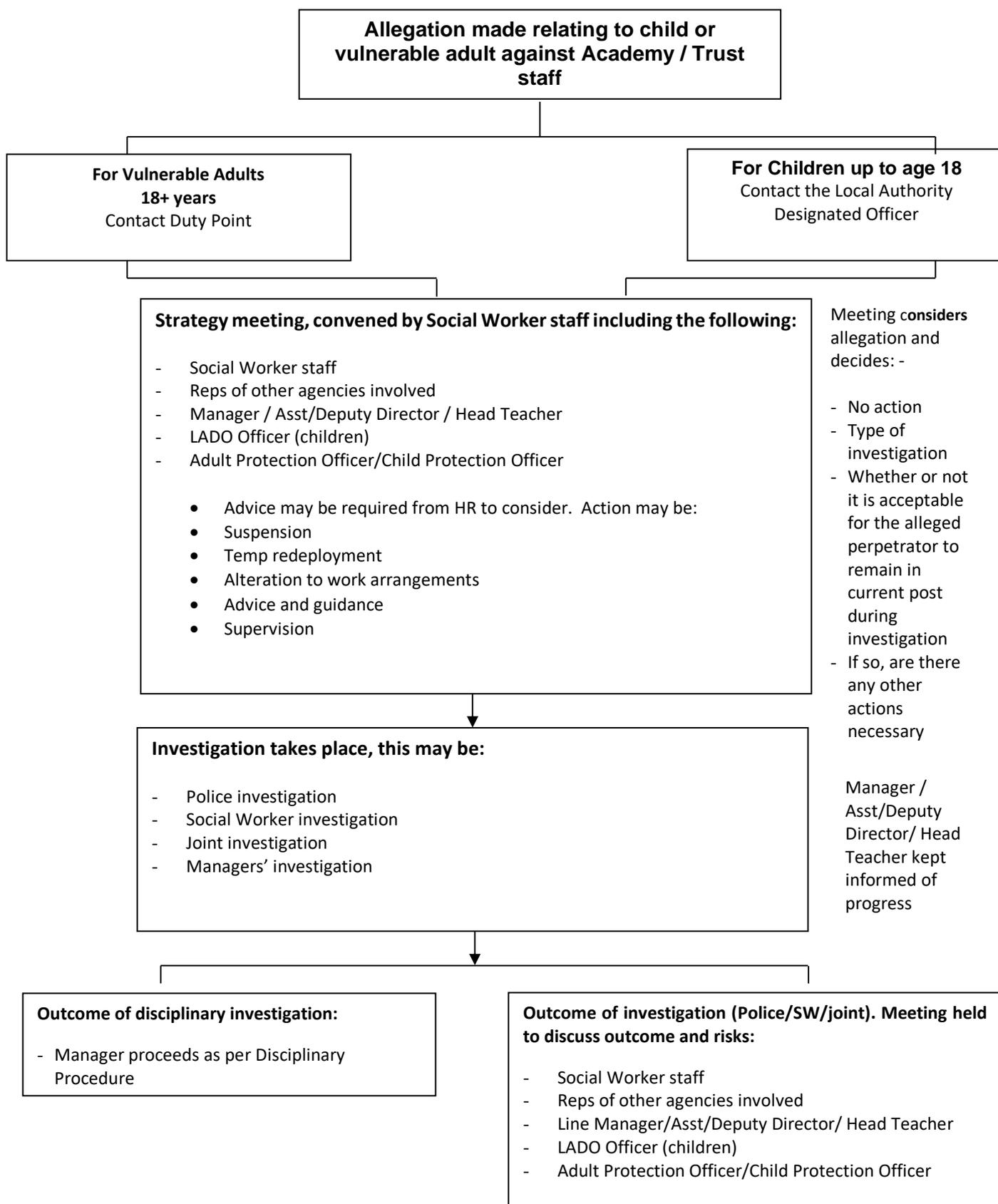
27.13.2 The Head Teacher may consult the Trust Board when considering what action to take.

27.13.3 If the claim has been made by a person who is not a pupil, the Trust will pass the information to the police who may take further action against that person.

#### **27.14 After the Case**

27.14.1 No matter what the outcome is of an allegation of abuse against staff, the Trust will review the case to see if there are any improvements that can be made in its practice or policy that may help to deal with cases in the future.

## Safeguarding – Allegations against Trust / Trust staff



## **28 Complaints Policy**

### **28.1 Purpose**

- 28.1.1 For the purpose of this policy, a “**complaint**” can be defined as ‘an expression of dissatisfaction’ which can be regarding actions taken or a perceived lack of action.
- 28.1.2 Complaints can be resolved formally, through this procedure, or informally dependent on the complainant’s choice.
- 28.1.3 A concern can be defined as ‘an expression of worry or doubt’ for which reassurance is sought.
- 28.1.4 Any complaint or concern will be taken seriously, whether formally or informally, and the appropriate procedures shall be taken.
- 28.1.5 A ‘grievance’ is an issue raised by a member of staff where they feel the Trust has not implemented a policy or process fairly or properly. Grievances will be dealt with in line with the Trust’s Grievance Policy.
- 28.1.6 For the purpose of this policy, “concerns” will be classed and addressed as complaints. Any further references to “complaints” will include “concerns”.

### **28.2 Making a complaint**

- 28.2.1 Complaints are not restricted to parents of attending pupils. The Trust will consider all complaints.
- 28.2.2 It is in everyone’s interest that concerns and complaints are resolved at the earliest possible stage. Many issues can be resolved informally, without the need to use the formal stages of the complaints procedure. The Trust/Trust takes concerns seriously and will make every effort to resolve the matter as quickly as possible.
- 28.2.3 The Trust will ensure that all aspects of the complaints procedure are:
- Easily accessible and publicised on the Trust’s website.
  - Simple to understand and put into practice.
  - Impartial and fair to all parties involved.
  - Respectful of confidentiality duties.
  - Continuously under improvement, using information gathered during the procedure to inform the Trust’s SLT.
  - Fairly investigated, by an independent person when necessary.
  - Used to address all issues to provide appropriate and effective responses where necessary.
- 28.2.4 Complaints are expected to be made as soon as possible after an incident arises to amend the issue in an appropriate timescale.
- 28.2.5 The Trust upholds a three-month time limit in which a complaint can be lodged regarding an incident.

- 28.2.6 Complaints made outside this time limit will not be automatically refused and exceptions will be considered.
- 28.2.7 In the case of any timescales changing, all parties involved will be informed of the changes in a timely manner.
- 28.2.8 Complaints should be made using the appropriate channels of communication, including the use of the Complaints Procedure Form.
- 28.2.9 All complaints shall be considered, whether they are made in person, by telephone, in writing, electronically via email, or via a third party (such as the Citizen’s Advice Bureau).
- 28.2.10 A complaint can progress to the next stage of the procedure even if it is not viewed as “justified”. All complainants are given the opportunity to fully complete the complaints procedure.
- 28.2.11 Any complaint made against a member of staff will be initially dealt with by the Head Teacher, and then by a committee of the Trust Board.
- 28.2.12 Any complaint made against the Head Teacher shall be initially dealt with by a suitably skilled member of the Trust Board and then by a committee of the Trust Board.
- 28.2.13 Any complaint made against the Chair of the Trust Board or any other member of the Trust Board should be made in writing to the clerk to the Trust Board.
- 28.2.14 If you have difficulty discussing a concern with a particular member of staff, we will respect your views. In these cases, the Head Teacher will refer you to another staff member. Similarly, if the member of staff directly involved feels unable to deal with a concern, the Head Teacher will refer you to another staff member. The member of staff may be more senior but does not have to be. The ability to consider the concern objectively and impartially is more important.
- 28.2.15 Any complaint made against the entire Trust Board, or complaints involving the Chair and the Vice Chair, should be made in writing to the clerk. The clerk will then determine the most appropriate course of action, depending on the nature of the complaint. This action may involve sourcing an independent investigator to initially deal with the complaint and then getting the complaint to be heard by co-opted trustees from another Trust.
- 28.2.16 Under some circumstances, it may be necessary to deviate from the complaints procedure. Any deviation will be documented.
- 28.2.17 Information about a complaint will not be disclosed to a third party without written consent from the complainant.
- 28.2.18 In accordance with equality law, we will consider making reasonable adjustments if required, to enable complainants to access and complete this complaints procedure. For instance, providing information in alternative formats, assisting complainants in raising a formal complaint or holding meetings in accessible locations.
- 28.2.19 Where there are communication difficulties, the complaint may be made in person or via telephone.

## **28.3 Complaints not covered by this procedure**

- 28.3.1 Complaints regarding the following topics should be directed to the LA:
- Statutory assessments of SEND
  - Trust re-organisation proposals
  - Admissions to academies
- 28.3.2 Complaints about child protection matters will be handled in line with the Trust’s Child Protection and Safeguarding Policy and in accordance with relevant statutory guidance. Any child protection complaints should be directed to the LA designated officer (LADO) or the multi-agency safeguarding hub (MASH).
- 28.3.3 Complaints concerning admissions will be directed to the appropriate admissions authority.
- 28.3.4 Complaints about pupils being excluded from the Trust should be dealt with by following the process explained at: <https://www.gov.uk/Trust-discipline-exclusions/exclusions>.
- 28.3.5 The Trust has an internal whistleblowing procedure for all staff, including contractors and temporary staff. Complaints of this nature should not be addressed using this complaints procedure. These concerns can be directed to Ofsted by telephone on: 0300 123 3155 or via email at: [whistleblowing@ofsted.gov.uk](mailto:whistleblowing@ofsted.gov.uk).
- 28.3.6 Volunteers who have concerns about the Trust or a member of staff should make their complaint in line with this policy. Volunteers may also be able to complain to the LA or DfE, depending on what the complaint is about.
- 28.3.7 Staff grievances and disciplinary procedures will be dealt with using the Trust’s internal grievance procedure. In these cases, complainants will not be informed of the outcome of any investigations; however, they will be notified that the matter is being addressed.
- 28.3.8 This complaints procedure is not to be used when addressing any complaints made about services provided by a third party who may use the Trust premises or facilities. All complaints concerning this should be directed to the service provider.
- 28.3.9 Complaints about the content of national curriculum should be made to the DfE.
- 28.3.10 Complaints about how the Trust delivers the curriculum, including RE and RSE, will be dealt with using this complaints procedure.
- 28.3.11 Any complaints about the content of collective worship should be made to the LA, the local Standard Advisory Council on Religious Education or another relevant body.
- 28.3.12 Complaints from parents who are dissatisfied with the handling of a request to withdraw their child from RE or collective worship will be handled in line with this complaints procedure.

## **28.4 Complaints procedure**

### **28.4.1 Stage 1 – (informal): Complaint heard by staff member**

28.4.1.1 On occasions, a parent may raise a concern directly with Trust staff without any formality. At this stage, it may be unclear whether the parent is making a complaint, seeking information or has misunderstood a situation. Academies need to be clear about the difference between a concern and a complaint. It would be helpful if staff were able to resolve issues on the spot, including offering an apology where necessary. Taking informal concerns seriously at the earliest stage will reduce the numbers that develop into formal complaints.

28.4.1.2 At this stage where the complaint concerns the Head Teacher, the complaints can be referred to the Chair of the Trust Board.

28.4.1.3 Where the first approach is made to a Trust, they should refer the complaint to the appropriate person and advise the complainant of the procedures. It is important that individuals of the Trust Board do not become involved at this stage in case they are needed to sit on a panel at a later stage of the procedure.

### **28.4.2 Stage 2 – (formal) Complaint heard by Head Teacher**

28.4.2.1 If the concern is not able to be resolved informally and the parent confirms a complaint, the opportunity to discuss the matter with an appropriate member of staff will be given e.g. Head Teacher, Key Stage Leader, Head of Faculty, member of the Pastoral and Guidance Team. In the case of the complaint being against the Head Teacher, this stage will always be heard directly by the Chair of the Trust Board. At this stage the head may delegate the task of collating the information to another staff member but not the decision on the action to be taken.

28.4.2.2 The Head Teacher will acknowledge the written complaint within five Trust days of receipt and provide an opportunity to meet the parent to discuss the complaint. At this point the Chair of the Trust Board and Head Teacher may still seek to resolve the complaint informally.

28.4.2.3 The Head Teacher (or designated person) will investigate the complaint and a written response will normally be made within ten Trust days of receipt of the complaint. If this is not possible, a letter will be sent explaining the reason for the delay and providing a revised target date.

28.4.2.4 The written response will include full reasons for the conclusions reached by the Head Teacher and what action, if any, the Trust proposes to take to resolve the matter.

### **28.4.3 Stage 3 – (formal): Complaint Heard by Chair of the Trust**

28.4.3.1 If the complainant is not satisfied with the response of the Head Teacher or the complaint is about the Head Teacher, the complainant should write to the Chair of the Trust Board to request that their complaint is considered further.

28.4.3.2 The Chair of the Trust Board will aim to meet with the person making the complaint within 15 days of receiving the complaint.

- 28.4.3.3 The Chair of the Trust Board will conduct an investigation into the complaint, as they deem appropriate. They will make a note of any meetings and ensure they are kept in a locked file.
- 28.4.3.4 Following the investigation, the Chair of the Trust Board will write to the Complainant within 10 days. If this time scale is not appropriate due to the complexity of the complaint, the Chair of the Trust will advise the parent in writing and provide a revised timescale.
- 28.4.4 **Stage 4 (formal): Complaint heard by Trust Board’s Complaints Committee**
- 28.4.4.1 If the complainant still remains dissatisfied, they will be advised that a meeting of the Trusts’ complaints committee will be convened. The Trusts’ complaints committee is the last Trust-based stage of the complaints processes, and is not convened to merely rubber-stamp previous decisions.
- 28.4.4.2 Individual complaints would not be heard by the whole Trust Board at any stage, as this could compromise the impartiality of any committee set up for a disciplinary hearing against a member of staff following a serious complaint.
- 28.4.4.3 As the Chair of the Trust Board may be involved at an earlier stage in the procedure (particularly where the complaint is about the Head Teacher) it may be wise not to include the Chair as a member of the committee to avoid any possible reference to the Chair being “impartial”.
- 28.4.4.4 The Head Teacher would be expected to attend the hearing to give evidence and may also choose to invite staff to attend who had been directly involved in matters raised by the complainant (Subject to the approval of the Chair of the Complaints Committee).
- 28.4.4.5 The Complaints Committee should consist of three members of the Trust Board identified by the chair/clerk and is subject to individual availability. The committee nominates the Chair. No trustee may sit on the committee if they have had any prior involvement in the complaint or circumstances surrounding. In some cases, it may be appropriate to have independent trustees from other Trust bodies hear the complaint to ensure openness and transparency. Trust bodies must ensure that at least one member of the panel is independent of the management and running of the Trust.
- 28.4.4.6 The complainant will receive a written response explaining the panel’s findings and recommendations within 15 Trust days. This letter will also explain whether there are any further rights of appeal and to whom they need to be addressed.
- 28.4.4.7 The committee can:
- Dismiss the complaint in whole or in part
  - Uphold the complaint in whole or in part
  - Decide on the appropriate action to be taken to resolve the complaint
  - Recommend changes to the Trust’s systems or procedures to ensure that problems of a similar nature do not recur.
- 28.4.4.8 Where relevant, the person complained about will receive a summary of the panel’s findings and recommendations. They will also receive a copy of the minutes, subject to any necessary redactions under the Data Protection Act 2018 and the GDPR.

#### 28.4.5 **Stage 5 (formal): Appeal**

28.4.5.1 There are exceptional circumstances to the provisions. These are outlined in paragraph 28.8 of this policy

28.4.5.2 The Department for Education will not normally reinvestigate the substance of complaints or overturn any decisions made by the Trust. They will consider whether the Trust has adhered to education legislation and any statutory policies connected with the complaint.

28.4.5.3 If a complainant has exhausted the Trust's complaints procedure, they will be advised that they can submit a complaint to the ESFA using the [online form](#) or in writing to:

Ministerial and Public Communications Division  
Department for Education  
Piccadilly Gate  
Store Street  
Manchester  
M1 2WD

#### 28.5 **Investigating complaints**

28.5.1 It is suggested that at each stage, the person investigating the complaint makes sure that they:

- establish what has happened so far, and who has been involved
- clarify the nature of the complaint and what remains unresolved
- meet with the complainant or contact them (if unsure or further information is necessary)
- clarify what the complainant feels would put things right
- interview those involved in the matter and/or those complained of, allowing them to be accompanied if they wish
- conduct the interview with an open mind and be prepared to persist in the questioning
- keep notes of the interview

28.5.2 When interviewing pupils to gather information regarding a complaint, the interview should be conducted in the presence of another member of staff or, in the case of serious complaints, e.g. where the possibility of criminal investigation exists, in the presence of their parents.

28.5.3 The Trust will ensure that the conduction of interviews does not prejudice an LA designated officer's (LADO), or police, investigation.

28.5.4 The Trust understands the importance of ensuring a friendly and relaxed area which is free from intimidation.

28.5.5 All pupils interviewed will be made fully aware of what the interview concerns and their right to have someone with them.

28.5.6 Staff are allowed a colleague to support them at their interview. The colleague must not be anyone likely to be interviewed themselves, including their line manager.

28.5.7 The interviewer will not express opinions in words or attitude, so as to not influence the interviewee.

28.5.8 The interviewee will sign a copy of the transcription of the interview.

## **28.6 Recording a complaint**

28.6.1 A written record shall be kept of any complaint made, whether made via phone, in person or in writing, detailing:

- The main issues raised, the findings and any recommendations.
- Whether the complaint was resolved following an informal route, formal route or panel hearing.
- Actions taken by the Trust as a result of the complaint (regardless of whether the complaint was upheld).

28.6.2 All records are made available for inspection on the Trust premises by the Head Teacher.

28.6.3 The Trust holds the right to use recording devices, where appropriate, to ensure all parties involved are able to review the discussions at a later date.

28.6.4 Where there are communication difficulties or disabilities, the Trust may provide recording devices to ensure the complainant is able to access and review the discussions at a later point.

28.6.5 Recording devices will not be used without the prior consent of all parties.

28.6.6 The Trust will not accept, as evidence, any recordings that were obtained covertly and without the informed consent of all parties being recorded.

28.6.7 Details of any complaint made shall not be shared with the entire Trust Board. The exception to this is when a complaint is made against the whole Trust Board and they need to be aware of the allegations made against them, to respond to any independent investigation.

28.6.8 Complainants have a right to access copies of these records under the UK GDPR and the Freedom of Information Act 2000.

28.6.9 The Trust will hold all records of complaints centrally. Correspondence, statements and records relating to individual complaints are kept confidential except where the Secretary of State or a body conducting an inspection requests to access them.

## **28.7 Resolving complaints**

28.7.1 At each stage in the procedure academies will want to keep in mind ways in which a complaint can be resolved. It might be sufficient to acknowledge that the complaint is valid in whole or in part. In addition, it may be appropriate to offer one or more of the following:

- an apology
- an explanation
- an admission that the situation could have been handled differently or better
- an assurance that the event complained of will not recur
- an explanation of the steps that have been taken to ensure that it will not happen again
- an undertaking to review Trust policies in light of the complaint

28.7.2 It would be useful if complainants were encouraged to state what actions/outcome they feel might resolve the problem at any stage. An admission that the Trust could have handled the situation better is not the same as an admission of negligence.

28.7.3 An effective procedure will identify areas of agreement between the parties. It is also of equal importance to clarify any misunderstandings that might have occurred as this can create a positive atmosphere in which to discuss any outstanding issues.

## **28.8 Exceptional circumstances**

28.8.1 The DfE expects complainants to have completed the Trust's complaints procedure before directing a complaint to them. The exceptions to this include when:

- Pupils are at risk of harm.
- Pupils are missing education.
- A complainant is being prevented from having their complaint progress through the Trust's complaints procedure.
- The DfE has evidence that the Trust is proposing to act or is acting unlawfully or unreasonably.

28.8.2 If a social services authority decides to investigate a situation, the Head Teacher or Trust Board may postpone the complaints procedure.

28.8.3 Where a matter can be resolved through a legal appeal, it will not be considered as a formal complaint. The key areas are: admissions decisions, certain decisions relating to formal assessment of SEND, and decisions to permanently exclude a child.

28.8.4 If a complainant commences legal action against the Trust in relation to their complaint, the Trust will consider whether to suspend the complaints procedure, until those legal proceedings have concluded.

## **28.9 Duplicate complaints**

28.9.1 There may be some cases where at the end of the complaints procedure, the Trust receives a duplicate complaint from a complainants spouse, partner, grandparent or child.

28.9.2 Where the complaint is about the same subject, the new complainant will be informed that the Trust has already considered that complaint and that the local process has been completed. The new complainant will be advised to contact the DfE if they are dissatisfied with the Trust's handling of the original complaint.

28.9.3 The Trust will take care not to overlook any new aspects to the complaint that may not have been previously considered. Any new elements of a complaint will be investigated and dealt with in line with the full complaints procedure.

## **28.10 Serial and persistent complaints**

28.10.1 If properly followed, a good complaints procedure will limit the number of complaints that become protracted. However, there will be occasions when, despite all stages of the procedures having been followed, the complainant remains dissatisfied. The decision to stop responding to a complainant should never be taken lightly and the Trust needs to be sure that:

- The Trust has taken every reasonable step to address the complainant's needs;
- The complainant has been given a clear statement of the Trust's position and their options (if any) and
- They are contacting the Trust repeatedly but making substantially the same points each time.

28.10.2 If the complainant tries to reopen the same issue, the Chair of the Trust Board is able to inform them in writing or via email that the procedure has been exhausted and that the matter is now closed. Complaints campaigns

### **28.11 Complaints campaigns**

28.11.1 For the purposes of this policy, "complaints campaigns" are where the Trust receives large volumes of complaints that are all based on the same subject.

28.11.2 Where the Trust becomes the subject of a complaints campaign from complainants who are not connected with the Trust, a standard, single response will be published on the Trust's website.

28.11.3 If the Trust receives a large number of complaints about the same subject from complainants who are connected to the Trust, e.g. parents, each complainant will receive an individual response.

28.11.4 If complainants remain dissatisfied with the Trust's response, they will be directed to the DfE.

### **28.12 Barring from the premises**

28.12.1 Trust premises are private property and therefore any individual can be barred from entering the premises.

28.12.2 If an individual's behaviour is cause for concern, the Head Teacher can ask the individual to leave the premises.

28.12.3 The Head Teacher will notify the parties involved in writing, explaining that their implied licence for access to the premises has been temporarily revoked and why, subject to any representations that the individual may wish to make.

28.12.4 The individual involved will be given the opportunity to formally express their views regarding the decision to bar them.

28.12.5 This decision to bar will be reviewed by the Chair of the Trust Board or a committee of Trusts, taking into account any discussions following the incident.

28.12.6 If the decision is made to continue the bar, the individual will be contacted in writing, informing them of how long the bar will be in place, they will also be informed of when the decision will be reviewed.

28.12.7 Anyone wishing to make a complaint regarding a barring order can do so in writing, including email, to the Head Teacher or Chair of the Trust.

28.12.8 Once the Trust's complaints procedure is completed, the only remaining avenue of appeal is through the Courts.

### **28.13 Standard of fluency complaints**

28.13.1 As members of a public authority, all staff are subject to the fluency duty imposed by the Immigration Act 2016, which requires staff members to have an appropriate level of fluency in English in order to teach pupils.

28.13.2 The Trust is free to determine the level of spoken communication necessary in order for staff members to develop effective performance, but it will be matched to the demands of the role in question.

28.13.3 The Trust will be satisfied that an individual has the necessary level of fluency appropriate for the role they will be undertaking, whether this is an existing or potential new member of staff.

28.13.4 If a member of the Trust community feels that a staff member has insufficient proficiency in spoken English for the performance of their role, they are required to follow the complaints procedure outlined in paragraph 28.4 of this policy.

28.13.5 For the purpose of this policy, a "legitimate complaint" is one which is about the standard of spoken English of a member of staff; complaints regarding an individual's accent, dialect, manner or tone of communication are not considered legitimate complaints.

28.13.6 All legitimate complaints regarding the fluency duty will be handled in line with the processes outlined in this policy.

28.13.7 In addition to the processes outlined in this policy, the Trust will assess the merits of a legitimate complaint against the necessary standard of spoken English fluency required for the role in question.

28.13.8 To assess the merits, the Trust will undertake an objective assessment against clear criteria set out in the role specification or, against the level of fluency descriptors relevant to the role in question.

28.13.9 If the complaint is upheld, the Trust will consider what action is necessary to meet the fluency duty; this may include:

- Specific training
- Specific re-training
- Assessment
- Re-deployment
- Dismissal

28.13.10 Appropriate support will be provided to staff to ensure that they are protected from vexatious complaints and are not subjected to unnecessary fluency testing.

28.13.11 Records of complaints regarding fluency will be kept in accordance with the processes outlined in paragraph 28.6 of this policy.

## **28.14 Role of the Trust complaints unit (SCU)**

- 28.14.1 If a complainant remains dissatisfied once the complaint procedure has been completed, they have the right to refer their complaint to the Secretary of State.
- 28.14.2 If a complainant wishes to escalate a complaint of bias, the DfE will require evidence to be submitted with the complaint.
- 28.14.3 The Secretary of State will only intervene when they believe that the Trust Board has acted unlawfully or unreasonably.
- 28.14.4 The SCU will not overturn a Trust's decision about a complaint except in exceptional circumstances, such as the Trust acting unlawfully.
- 28.14.5 When making a final decision about a complaint, the Trust reserves the right to seek advice from the SCU on whether they are acting reasonably and lawfully; however, they will not be able to advise on how to resolve the complaint.

## **28.15 Transferring data**

- 28.15.1 When a pupil changes Trust, the pupil's educational record will be transferred to the new Trust and no copies will be kept.
- 28.15.2 The Trust will hold records of complaints separate to pupil records while a complaint is ongoing, so that access to these records can be maintained.
- 28.15.3 Information that the Trust retains relating to a complaint will be stored securely and in line with the Trust's Records Management Policy.

## **29 Health and Safety Policy**

- 29.1.1 Please refer to the Trust's full Health & Safety document.

## **30 Lone Worker Policy**

### **30.1 Introduction**

- 30.1.1 The Trust recognises that some staff are required to work by themselves, without close or direct supervision, sometimes in isolated work areas or out of office hours.
- 30.1.2 Under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, an Employer has a duty of care to advise and assess risk for workers when they work by themselves in these circumstances.
- 30.1.3 However, staff have responsibilities to take reasonable care of themselves and other people affected by their work.

### **30.2 Scope of the Policy**

- 30.2.1 This policy applies to all situations involving lone working arising in connection with the duties and activities of staff.

### 30.2.2 'Lone workers' includes:

- Those working at their main place of work where:
  - Only one person is working on the premises, e.g. caretakers, key-holders.
  - People work separately from each other, e.g. in different locations.
  - People working outside normal office hours, e.g. cleaners.
- Those working away from their fixed base where:
  - One worker is visiting another agency's premises or meeting venue.
  - One worker is making a home visit to an individual.
  - One worker is working from their own home.

## 30.3 Aims of the Policy

### 30.3.1 The aim of the policy is to:

- Increase staff awareness of safety issues relating to lone working;
- Ensure that the risk of lone working is assessed in a systematic and ongoing way, and that safe systems and methods of work are put in place to reduce the risk so far as is reasonably practicable;
- Ensure that appropriate support and training is available to all staff that equips them to recognise risk and provides practical advice on safety when working alone;
- Encourage full reporting and recording of all adverse incidents relating to lone working;
- Reduce the number of incidents and injuries to staff related to lone working.

## 30.4 Guidance for risk assessments of lone working

- Is the person medically fit and suitable to work alone?
- Are there adequate channels of communication in an emergency?
- Does the workplace or task present a special risk to the lone worker?
- Is there a risk of violence?
- Are women especially at risk if they work alone?
- Has an alternative to a home visit been considered?
- Has safe travelling between appointments been arranged?
- Have reporting and recording arrangements been made where appropriate?
- Can the whereabouts of the lone worker be traced?

## 30.5 Good practice for lone workers

- During their working hours, all staff leaving the workplace (or home) should leave written details of where they are going and their estimated time of arrival back at the Trust.
- If, in the course of a trip away from the Trust, plans change significantly, this should be communicated back to the office.
- Telephone contact between the lone worker and a colleague, may also be advisable.
- Staff should avoid meeting clients alone at the workplace.
- When this is unavoidable, staff must make a risk assessment and obtain the prior agreement of their line manager who will make any arrangements to ensure their safety. This should be recorded in the booking's diary, giving contact details of the person who is being met.
- Lone workers should have access to adequate first-aid facilities and mobile workers should carry a first aid kit suitable for treating minor injuries.
- Lone workers should be provided with a mobile phone and other personal safety equipment where this is necessary.

- Occasionally, risk assessments may indicate that lone workers need training in first aid.

### **30.6 Children and vulnerable adults – Please refer to the relevant Policies**

- 30.6.1 In general, staff should never work alone with a child or vulnerable adult.
- 30.6.2 Staff should never transport a child on their own and should assess any risk before transporting a vulnerable adult alone.

### **30.7 Monitoring safety issues**

- 30.7.1 Lone workers must report incidents such as accidents and near misses, including all incidents where they feel threatened, in the Trust accident book. This includes incidents of verbal abuse.
- 30.7.2 During supervision, managers will ask people working on their own whether there are any safety concerns that aren't being addressed. Lone workers are encouraged to seek help and advice if any safety concerns arise.

## **31 No-Smoking Policy**

- 31.1.1 The Trust has a duty to ensure, as far as practical, the health, safety and welfare of its staff at work.
- 31.1.2 Member of staff who smoke represent an unacceptable risk to those with whom they work as a result of passive smoking. Smoking also has a detrimental effect on the Trust's business because of associated absenteeism on the grounds of ill health and the increased potential for fire on the Trust's property. In addition, it is also illegal to allow smoking in public places, including the Trust premises.
- 31.1.3 This policy applies to anything which can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 31.1.4 Smoking is forbidden on all Trust premises including the grounds and car parks, and personal vehicles. Smoking is forbidden in all Trust vehicles.
- 31.1.5 This policy applies to all staff, agency staff, contractors, consultants and visitors.
- 31.1.6 Smoking is forbidden for staff working in a third party's premises or in a third-party vehicle if travelling for the purposes of work.
- 31.1.7 A member of staff found smoking in breach of this policy will be committing a serious offence and will be subject to disciplinary action, up to and including a possible dismissal for gross misconduct.
- 31.1.8 A member of staff found smoking in breach of this policy could face a fixed penalty notice of £50 by a Local Authority Enforcement Officer and subsequently a fine of up to £200. The Trust can also be fined for a member of staff's breach.

- 31.1.9 No member of staff shall suffer any detriment by exercising their rights under this policy.
- 31.1.10 The health and safety officer is responsible for ensuring that the policy is adhered to by all members of staff. Members of staff who see another person breaching this policy must report the breach to one of the people who are responsible for ensuring the adherence of the policy.

## **32 Menopause Policy**

### **32.1 About this policy**

- 32.1.1 We are committed to fostering an inclusive and supportive working environment for all our staff.
- 32.1.2 We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.
- 32.1.3 The purpose of this policy is to raise awareness of the menopause and the impact of the menopause in the workplace, and to encourage open conversations between managers and staff. We are committed to supporting staff who are affected by the menopause and to signpost relevant advice and assistance to anyone who needs it.
- 32.1.4 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 32.1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **32.2 What is the menopause?**

- 32.2.1 All women will experience the menopause at some point during their life. The menopause can also impact trans and non-binary people who may not identify as female.
- 32.2.2 Most of those who experience the menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
- 32.2.3 Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
- 32.2.4 The majority of those going through the menopause will experience some symptoms, although everyone is different and symptoms can fluctuate.
- 32.2.5 The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

### **32.3 Open conversations**

- 32.3.1 Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.

- 32.3.2 We encourage an environment in which colleagues can have open conversations about the menopause. We expect all staff to be supportive of colleagues who may be affected by the menopause in the workplace.
- 32.3.3 Anyone affected by the menopause should feel confident to talk to their line manager (or Human Resources) about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.
- 32.3.4 Line managers should be ready to have open conversations with staff about the menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

#### **32.4 Risk assessments**

- 32.4.1 We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.

#### **32.5 Support and adjustments**

- 32.5.1 While many who go through the menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
- 32.5.2 If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance. If you feel unable to do so you should the Head Teacher.
- 32.5.3 Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to work allocation may also be considered. These are examples only and not an exhaustive list.
- 32.5.4 We may refer you to our Occupational Health partner or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in our Sickness absence policy.

### **33 Wellbeing Policy**

#### **33.1 Recognising stress and its sources**

- 33.1.1 Some level of stress is a normal aspect of everyday life. However, the harmful effects of stress, particularly when chronic, are now regarded as having a significant negative impact on the overall physical and psychological wellbeing of individuals. Harmful stress is seen as a contributory factor in a wide range of diseases and conditions and it is accepted that the recognition, management and reduction of stress can have substantial benefits in improving an individual's general health.

33.1.2 We all vary in our capacity to cope with different levels or types of pressure. Some pressure can be positive, challenging and motivating and responding effectively to this kind of pressure can lead to job satisfaction. However, when pressure reaches a level we cannot cope with, we may experience negative stress. This may also occur when there is too little pressure or challenge to motivate us.

33.1.3 The many different pressures people experience in their home and personal lives can also cause stress. For instance, bereavement, relationship or family problems and financial worries are some of the factors that can make people more vulnerable to stress. An individual's personality and attitudes may also affect the levels of stress they experience. Stress in one area of life is likely to affect other areas.

## **33.2 Role and responsibilities**

33.2.1 The Trust Board is responsible for:

- Ensuring the effective implementation of this policy
- Ensuring the academy's ethos reflects its commitment to reducing workload and creating a working environment that is focussed, purposeful and considers individuals' wellbeing
- Ensuring staff roles and responsibilities are clearly defined and monitored
- Ensuring that all academy policies are assessed for workload impact
- Encouraging stress awareness throughout the academy – promoting stress as a serious issue rather than a weakness
- Consulting the Head Teacher on managing staff stress and promoting wellbeing, including them in any decisions that need to be made
- Ensuring the Head Teacher puts measures in place to support staff wellbeing
- Actively trying to eliminate stressors in the academy, e.g. by considering the format and quantity of information it requests from the SLT
- Ensuring monitoring visits are strategic, focussed and reflective of its monitoring plan, and being clear with staff ahead of the visit about what the focus will be and the information that will be required from them
- Recognising mental health issues and appointing a mental health and wellbeing Trust who will oversee managing and supporting staff mental health
- Establishing a wellbeing committee to ensure staff are supported in their roles and that actions are taken to mitigate overbearing stress in the workplace
- Ensuring all committee meetings are purposeful, focussed, structured and relevant to the Academy development priorities
- Developing an annual schedule of work and ensuring work is not duplicated between meetings of committees and the full Trust Board
- Influencing the setting of an academy vision which creates a positive wellbeing culture and is underpinned by equality values, a system of accountability, and robust policies and procedures
- Ensuring the academy's strategic plan includes objectives linked to improving, supporting and responding to the mental health of staff
- Ensuring the academy has appropriate policies in place that include objectives focussed on meeting staff needs
- Ensuring there is a whole-Trust approach to mental health and wellbeing embedded within leadership practice, the curriculum, the academy's values and ethos, and the social and physical environment.

- Ensuring two senior members of staff are identified as wellbeing officers to oversee the provision and support of mental health and wellbeing in the academy, and to ensure effective links exist with local mental health support.
- Meeting with wellbeing officers on a regular basis to monitor and review the impact of provision and interventions.
- Working with the Head Teacher to ensure that appropriate training is put in place to support staff.
- Reporting to the Trust Board on the successes and areas of improvement in planned interventions, and the resources that are in place.

### 33.2.2 **The Head Teacher is responsible for:**

- Creating a positive and supportive atmosphere throughout the academy
- Implementing CPD which equips staff with the tools needed to effectively manage stress.
- Developing a sensitive performance management process that is linked to clear job specifications.
- Including all staff in the academy's decision-making processes, where possible.
- Organising extra support for staff at times of increased stress, e.g. during Ofsted inspections.
- Encouraging staff to take advantage of any initiatives introduced to promote wellbeing and effective working, e.g. an employee assistance programme.
- Ensuring that all policies that affect staff wellbeing are properly adhered to and reviewed.
- Authorising any staff absences, as well as granting extended leave.
- Monitoring employees' workloads and holiday entitlement, ensuring they are not overworked, and providing regular updates regarding absence to the Trust Board whilst maintaining staff confidentiality in line with the Data Protection Policy.
- Attending all necessary training, keeping skills current and setting a good example for staff.
- Regularly communicating with staff, encouraging them to be open when discussing stress.
- Conducting and implementing the recommendations of risk assessments, considering the causes of stress.
- Ensuring all staff have read and understood this policy.
- Organising thorough inductions for new employees, explaining the academy's policies and code of conduct.

### 33.2.3 **The ABM is responsible for:**

- Encouraging all staff to attend events and training opportunities that promote wellbeing and health.
- Providing information that helps staff to manage stress effectively.
- Ensuring that regular contact is maintained with members of staff who are absent for long periods of time.
- Monitoring all staff absences and reporting this information to the Head Teacher.
- Ensuring new members of staff have received all the relevant information they require, including the procedures for raising concerns about wellbeing.
- Gathering information in any cases that allow monitoring of this policy, such as, but not limited to, the following:
  - Sickness and absence data
  - Staff turnover

- Exit interviews
- Referrals to the counselling service
- Referrals to other mental health services
- Grievance cases
- Harassment cases

#### 33.2.4 **All staff members are responsible for:**

- Being able to recognise the early signs of stress or mental health issues in themselves and their colleagues.
- Supporting co-workers if they become stressed, which may include practical assistance or emotional reassurance.
- Maintaining a healthy work-life balance.
- Promoting a positive, supportive atmosphere throughout the Academy.
- Being open to discussing stress.
- Reporting honestly about their wellbeing and any incidents of stress, e.g. being overworked.
- Where possible, asking for help when they feel under pressure or stressed.
- Attending events and training opportunities which promote wellbeing and health.
- Not acting in a manner which endangers themselves or others.
- Undertaking additional training and personal development opportunities.

### 33.3 **Identifying warning signs**

33.3.1 The Trust recognises that individuals will react differently to stressful situations and become stressed by different situations and stimuli throughout their working lives. Because of this, it is important that staff understand the different factors that may cause themselves or their colleagues stress. The following sources of stress can often be attributed to work:

- Overworking or undertaking work that does not match the employee's skills and abilities
- Fear of change and trying to cope with change, e.g. advancements in technology
- Insufficient workload or not being able to use skills
- Lack of job security
- Poor relationships with colleagues and a lack of involvement
- Harassment or bullying
- Crisis management
- Not having a long-term plan in place

33.3.2 The Trust recognises that home and personal lives can also prove stressful for staff; bereavement, separation, financial and family problems make people more vulnerable to stress at work. It is common that a combination of stress at home and work can make people particularly stressed.

33.3.3 The Trust will strive to identify and deal with symptoms of stress quickly in order to maintain a healthy workplace.

33.3.4 The Trust has a legal requirement to actively respond where any employee displays symptoms of work-related stress.

33.3.5 All members of staff will look out for the following indicators when identifying stress in themselves or others:

- Difficulty sleeping
- Poor judgment, loss of creativity, making more mistakes
- Changes in eating habits
- Increased smoking or drinking
- Isolation from friends and family
- Tiredness, sleep disorders, exhaustion
- Indigestion and nausea, lowered resistance to minor illnesses
- Headaches, blurred vision
- Aching muscles, pains, skin problems
- Heart palpitations, raised heart rate, increased sweating, dizziness
- Indecisiveness, irritability, frustration, detachment or withdrawal from others
- Difficulty concentrating, inability to 'switch off'
- Memory loss
- Feelings of inadequacy
- Low self-esteem
- Anger or irritability
- Anxiety
- Hypersensitivity
- Feeling drained and listless

### **33.4 Actions to support staff**

33.4.1 To positively impact levels of stress in the Trust, the Head Teacher and Trust Board will make changes to the whole Trust.

33.4.2 To help manage stress, the Head Teacher will:

- Lead by example and encourage staff to be open if they feel stressed, to take breaks and to have a full life outside of work.
- Make the most of team bonding; using INSET days to build relationships, as feeling comfortable amongst colleagues will make discussing stress easier.
- Assist with work and help to manage employees' workloads.
- Reach out to staff during difficult points in their personal lives, e.g. bereavement, allowing sufficient time off and supporting them when they return to work.
- Arrange a meeting with all members of staff in which the current working times and practices will be discussed.
- Research and implement an employee assistance programme relevant to the needs of all staff, regularly monitoring its effectiveness and impact on wellbeing.

33.4.3 To effectively address workload issues and support staff wellbeing, the Head Teacher, working with the SLT, will take the following actions to measure staff wellbeing and identify workload issues by:

- Commissioning staff surveys on a termly basis and organising structured conversations about workload with staff.
- Arranging workshops and drawing together a summary of outcomes from staff surveys and questionnaires.
- Analysing staff diaries and identifying which members of staff are spending too much time on certain aspects of the job.
- Conducting impact graphing exercises to visually assess where workload issues lie and identify key areas of focus.

- Review the areas of workload that have been identified using an impact assessment matrix and producing an evaluation of the academy's current workload to highlight the actions that will be taken.
- Address the workload issues that have been identified, e.g. by undertaking a data audit and developing an action plan.
- Implement a Staff Workload Charter to outline the commitment and expectations between the Trust Board, SLT and academy staff.
- Evaluate the impact of the actions taken on a termly basis, measuring staff wellbeing and identifying new workload issues to address during the next term.

33.4.4 The Head Teacher will ensure that all changes proposed as a result of the actions outlined in paragraph 33.4 are communicated to all members of staff.

33.4.5 All new members of staff will be provided with a comprehensive induction and their duties will be made clear.

33.4.6 The Trust will adopt a sickness plan which will promote a positive, caring strategy for staff who are returning to work following sick leave.

33.4.7 The Trust will ensure wellbeing is promoted and stress is prevented through good management practices, including the following:

- Recruitment and selection procedures
- Clear job descriptions and person specifications to ensure the right candidates are recruited
- CPD procedures to ensure all members of staff have the necessary skills and abilities to undertake the duties required
- Promotion and reward procedures
- Performance management procedures
- Capability and absence management – return to work procedures will ensure that individuals are supported back into work following illness
- Suitable adaptations for disability
- Harassment and anti-bullying resources
- Flexible working arrangements, in line with the Flexible Working Policy
- Annual surveys to better understand the areas of work that have a negative effect on staff wellbeing

### **33.5 Self-management**

33.5.1 Staff can also make changes to avoid and prevent stress, as it is a problem that should be tackled and not ignored.

33.5.2 Staff should be prepared to speak to their colleagues and senior staff if they are feeling stressed in their personal lives or at work.

33.5.3 Staff are encouraged to take action to manage their own stress, these actions will include, but are not limited to, the following:

- Keeping active as a way of releasing emotional intensity and any negative feelings, exercise will also help to clear thoughts and deal with problems more calmly.
- Managing their workload and establishing and maintaining a healthy balance between work and life.

- Prioritising work, leaving the least important tasks until the end of the day and concentrating on the work that will make the biggest difference.
- Avoiding unhealthy habits, such as drinking and smoking.
- Taking advantage of the wellbeing initiatives and support offered by the Trust.

### **33.6 Monitoring and review**

- 33.6.1 This policy will be reviewed on an annual basis, and will make any changes necessary.
- 33.6.2 All members of staff are required to familiarise themselves with this policy as part of their induction programme.

## **34 Alcohol and Drug Abuse Policy**

- 34.1.1 The Trust has a duty to ensure, as far as reasonably practicable, the: health; safety and welfare of its staff at work. Likewise, staff also have a duty to take care of their own: health; safety; and welfare, together with that of their colleagues and those they come into contact with during the course of their work. Accordingly, it is important that every member of staff is aware of the Trust's policy on alcohol and drug use, together with the member of staff's own obligations under the policy.
- 34.1.2 If any staff believe they have an alcohol or drugs related problem they are encouraged to seek confidential help from appropriate free counselling services or to seek assistance through their Doctor's Surgery. As should such problems impact on their work, ability to work, or others work then the member of staff will face disciplinary action.
- 34.1.3 If you have any queries about the policy or related matters please address them to the Head Teacher, or HR representative.

### **34.2 Policy**

- 34.2.1 The Trust forbids the possession or consumption of alcohol on the Trust's premises.
- 34.2.2 The Trust also forbids a member of staff from entering the Trust's premises if they are under the influence of alcohol or intoxicated. Intoxicated means you have consumed sufficient alcohol to be over the legal limit to drive a car.
- 34.2.3 The Trust strictly forbids the possession, use or distribution of drugs for non-medical purposes on the Trust's premises. (Any of these activities will be considered as substance misuse.) Medical drugs should only be in possession of the member of staff who has them for their own use for medical purposes, the supply of medical drugs to others will also be classed as substance abuse.
- 34.2.4 The Trust also forbids a member of staff from entering the Trust's premises if they are under the influence of a drug (again this will be classed as substance misuse), with the exception of a medical drug for prescribed or appropriate medical use. Appropriate use would include medicines commonly sold by pharmacists and taken in line with the prescribed guidance (for example: disprins).
- 34.2.5 If a member of staff knowingly allows illegal drugs to be possessed, used or supplied on the Trust's premises by other staff or people entering the site, they will be committing an offence. Members of staff should report all drug related incidents to their line manager.

- 34.2.6 There can be health and safety implications when you are taking drugs/medicines prescribed by your doctor or medical practitioner. If you are prescribed medical drugs/medicines that may affect your ability to perform your duties you should discuss this immediately with your line manager, so the Trust can take reasonable steps to minimise risks.

### **34.3 Procedure**

- 34.3.1 The Trust reserves the right to carry out any necessary test on a member of staff if the member of staff shows signs that leads a Director or the Office Manager to reasonably believe that the member of staff may be acting under the influence of alcohol or substance misuse. In the event of the member of staff refusing to participate in such testing they will be suspended pending a disciplinary meeting. Failure to participate will be a matter that is taken into account at the disciplinary meeting.
- 34.3.2 If any member of staff is found consuming alcohol on the Trust's premises or carrying or using drugs within the meaning of substance abuse, they will be suspended pending a disciplinary meeting.
- 34.3.3 The Trust reserves the right to search a member of staff or any of a member of staff 's property held on the Trust's premises, at any time, if the Trust has reasonable grounds to believe that a member of staff is not complying with this policy. In the event of the member of staff refusing to participate in such a search they will be suspended pending a disciplinary meeting.
- 34.3.4 Disciplinary action under this policy will ordinarily be on the grounds of gross misconduct, and will be considered within the Trust's Discipline Procedure.
- 34.3.5 The Trust reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its staff on the Trust's premises.
- 34.3.6 The Trust reserves the right to conduct regular health checks to establish whether there are any alcohol or drug problems amongst staff.

### **34.4 Concerns**

- 34.4.1 The Trust recognises that some staff may have a drug or alcohol related problem, which can have serious consequences for their health. The Trust encourages staff to seek help and treatment.
- 34.4.2 If you believe that you, or someone you work with has a drug or alcohol related health issue you can contact the Head Teacher for confidential advice and support.

## **35 Sickness Absence**

### **35.1 Introduction**

- 35.1.1 The Trust is committed to maintaining the health, safety and welfare of its staff, seeks to provide a positive and healthy working environment and recognises the value of its member of staff's work/life balance. Regular attendance at work is an integral part of every member of staff's contract of employment. However, it is recognised that staff will on occasion have genuine and acceptable health reasons to be absent from work and on those occasions, they will aim to support a member of staff during the period of absence, with the aim of assisting their return to work at the earliest opportunity.

- 35.1.2 The overall aim of the policy is to minimise absence levels across the and provide information on how the Trust may support those staff who are unable to attend work due to ill health, in order to ensure the best quality of education to pupils of the. This policy also aims to provide a fair and consistent framework for managing attendance and should inform all staff of their responsibilities regarding attendance at work.
- 35.1.3 In accordance with its obligations under the Equality Act 2010, the Trust will make all reasonable efforts to allow staff with a disability to continue their employment.
- 35.1.4 This policy is not contractual and the Trust depart from its terms where circumstances dictate. In particular the Trust may opt to depart from the terms of this policy in the first two years of the member of staff's employment.
- 35.1.5 The Trust Responsibilities
- To inform all staff of attendance management procedures including the conditions of the sick pay scheme.
  - To record all sickness absence upon notification.
  - To meet with staff on their return to work, regardless of the duration of the absence.
  - To monitor and review sickness absence across the Trust. To decide if a Stage 1 Absence Hearing with a member of staff when their sickness absence level has reached a trigger point is appropriate.
  - To maintain reasonable contact with staff during a period of absence.
- 35.1.6 The member of staff's Responsibilities
- To attend work when fit to do so.
  - To comply with the Trust's notification of sickness absence procedures.
  - To maintain reasonable contact with the Trust and to meet with the Trust when required during periods of absence of four weeks or longer ("long term sickness absence").
  - If requested to do so by the Trust, to attend occupational health (and potentially other medical) appointments.

## **35.2 Attendance Management Procedure**

### **35.2.1 How to Report Sickness Absence**

- 35.2.1.1 The purpose of having a clear reporting process is to ensure that the Trust can make appropriate arrangements to minimise the impact of sickness absence. This may involve arranging for supply cover or longer- term arrangements in the event that a member of staff is absent for a longer period of time.
- 35.2.1.2 As such the Trust has set the following absence reporting procedure, which must be followed in the event of sickness absence. A failure to follow this procedure may result in sick pay being withheld and/or the absence being treated as an unauthorised absence in accordance with the Trust's disciplinary procedure.
- 35.2.1.3 On the first day of sickness absence the member of staff must telephone the Head Teacher by no later than 8.00am of the reason for their absence and the likely duration of their absence.

- 35.2.1.4 Unless and until the member of staff is certified by a doctor’s fit note, the member of staff must telephone the Head Teacher by no later than 8.00am for each day of absence unless instructed otherwise. The member of staff has an ongoing duty to maintain contact with the Trust for the duration of their absence.
- 35.2.1.5 If the member of staff’s absence persists for longer than seven consecutive days (including weekends), then the member of staff must submit a doctor’s fit note to the Trust.

**35.3 Sick Pay**

- 35.3.1 Sick pay is based on length of service. For teachers this is aggregated teaching service within any Local Education Authority and any Trust and for all other staff it is continuous service within any public authority to which the Redundancy Payments Modification Order 1985 applies.
- 35.3.2 If the Trust is concerned that the reason(s) given for the member of staff's absences are not genuine, the Trust may commence action under the Trust disciplinary procedure. In this case the Trust is considering the member of staff's conduct.
- 35.3.3 The Trust reserves the right to withhold sick pay in circumstances which are described in the relevant paragraphs of the conditions of service for teachers and support staff. Additionally, if the member of staff is found to be carrying out some other work, within their contracted hours at the Trust, sick pay could be withheld.
- 35.3.4 Members of staff who are absent from work on sickness absence must not participate in any other form of work (paid or unpaid) during or outside of their normal working hours without the prior written authorisation of the Trust. It is the responsibility of the member of staff to notify Trust if undertaking therapeutic work whilst off sick and to avoid misunderstandings it is advised that the member of staff should consult with the Trust’s Occupational Health as to the advisability of such activity.

**35.4 Sick Leave Payments**

- 35.4.1 Sick payment periods are calculated directly by the Trust’s payroll provider therefore all periods of sickness absence must be recorded accurately.
- 35.4.2 Each month Staff Absence Returns must be forwarded to the payroll provider stating who has been absent due to sickness and for what period of time.
- 35.4.3 When an employee is transferring onto half pay/nil pay, they should be informed in writing. When all Statutory Sick Pay has been exhausted, an SSP1 form should be forwarded to the employee.

**35.5 Sick Leave Payment Periods**

35.5.1 **Teaching Staff** - The payment of sick pay is calculated on the basis of the following:

|                                     | <b>Full Pay</b> | <b>Half Pay</b> |
|-------------------------------------|-----------------|-----------------|
| During 1st year of service          | 25 working days | Nil             |
| (after completing 4 months service) | 25 working days | 50 working days |

|                                               |                  |                  |
|-----------------------------------------------|------------------|------------------|
| During 2nd year of service                    | 50 working days  | 50 working days  |
| During 3rd year of service                    | 75 working days  | 75 working days  |
| During 4th (and sub-sequent) years of service | 100 working days | 100 working days |

35.5.2 For the purpose of Teachers sick pay, 'service' includes all aggregated teaching service.

35.5.3 For the purpose of calculating a teachers' entitlement, a year is deemed to begin on 1<sup>st</sup> April and end 31<sup>st</sup> March of the following year. Where a teacher starts service after 1<sup>st</sup> April in any year, the full entitlement for that year will be applicable.

35.5.4 **Support Staff** - The payment of sick pay is calculated on the basis of the employee's continuous service:

|                                                            | <b>Full Pay</b> | <b>Half Pay</b> |
|------------------------------------------------------------|-----------------|-----------------|
| During 1 <sup>st</sup> year of service                     | 1 month         |                 |
| (after completing 4 months service)                        | 1 month and     | 2 months        |
| During 2 <sup>nd</sup> year of service                     | 2 months and    | 2 months        |
| During 3 <sup>rd</sup> year of service                     | 4 months and    | 4 months        |
| During 4 <sup>th</sup> and 5 <sup>th</sup> year of service | 5 months and    | 5 months        |
| After 5 years' service                                     | 6 months and    | 6 months        |

## 35.6 Suspending Sick Payments

35.6.1 Sick payments may be suspended if employees are considered to have abused the sickness scheme. Actions that may result in suspension of sick pay:

- Failure to provide Statements of Fitness for Work (Fit Notes) to cover absences
- Failure to participate in the procedure
- Failure to fulfil the responsibilities of an employee
- Personal actions that may have affected the recovery rate
- Misconduct or neglect
- Injury sustained during active participation in a professional sport
- Injury while working in own time for private gain or for another employer

35.6.2 If sick pay is to be withheld the employee will be sent prior notification that should they not make contact or comply with the managing attendance procedure then their sick pay will be withheld. Although this can be given verbally it will be followed up in writing.

35.6.3 Abuse of the sickness scheme may be dealt with under the disciplinary procedure.

35.6.4 Where suspension of sick pay is proposed the Head Teacher will:

- Inform the employee in writing if any suspension of sick pay is proposed, when action has been taken to stop pay and the reasons for this.

- Inform the payroll provider if sick payments are to be suspended.

35.6.5 Where sick pay is withheld the situation will be kept under review. Depending on the subsequent developments it may be appropriate to reinstate the sick pay. Further advice can be sought from Human Resources.

### **35.7 Statutory Sick Pay ("SSP")**

35.7.1 In order to qualify for SSP a member of staff must:

- Be sick for at least 4 or more days in a row (including weekends and bank holidays) (SSP is not payable for the first 3 days of any period of absence); and
- Earn an average of not less than the Lower Earnings Limit for National Insurance Contributions (NIC).

35.7.2 SSP is paid by the Trust for up to a maximum of 28 weeks.

### **35.8 Surgery not for Medical Reasons**

35.8.1 Time off for surgery that is not for medical reasons will ordinarily not be paid by the Trust.

35.8.2 Any leave granted, whether paid or unpaid, will be subject to the availability of staff to cover the member of staff 's period of absence.

### **35.9 Returning to Work**

35.9.1 Where a doctor advises the member of staff that "you are not fit for work" the doctor will state the period (or dates) that this will be the case and whether they will need to assess the member of staff again. If the doctor has not stated that they need to assess the member of staff again, it will ordinarily be assumed that the member of staff will return to work on expiry of the fit note. There may be occasions where it is advisable to ask the member of staff to seek further advice from their doctor regarding a return to work or to seek advice from an occupational health advisor before the member of staff is allowed to return to work. The member of staff is required to attend such an additional appointment as reasonably instructed by the Trust.

35.9.2 During such additional period of assessment (unless the member of staff refuses to attend such an appointment), the member of staff will remain entitled to sick pay in accordance with the SSP or the member of staff's terms and conditions of service.

35.9.3 The fit note offers a new option - 'may be fit for work taking account of the following advice'. A doctor may be able to suggest ways of helping a member of staff get back to work. This might mean discussing:

- A phased return to work.
- Flexible working.
- Amended duties.
- Workplace adaptations.

35.9.4 It is important that staff contact the Head Teacher, as soon as possible on receipt of such advice and in any event significantly prior to their return to work to discuss any adjustments suggested by their GP. Members of staff should inform the Trust of their proposed return to work date as soon as possible.

35.9.5 The Trust will investigate reasonable suggestions made by a doctor of steps that may assist a member of staff to return. However various factors may prevent the Trust from acting on such advice including (but not limited to) maintaining education standards, the impact on pupils or other staff, practicability, disruption to Trust life and cost.

35.9.6 On their return to work, the member of staff must contact the Head Teacher and complete the Sickness Notification Form as directed.

### **35.10 Occupational Health**

35.10.1 The Trust may refer the member of staff to an occupational health advisor who will be able to advise on matters such as:

- When the member of staff may be able to return to their role.
- The member of staff's ability to carry out their role.
- Whether the member of staff falls under the auspices of the Equality Act 2010, and whether any adjustments or modifications could be made to assist the member of staff in carrying out their role.
- Whether the member of staff is (or will soon be) unable to carry out their role and/or the member of staff 's ability to carry out alternative duties within the Trust.
- Whether any adjustments or modifications could be made to assist the member of staff in carrying out such alternative duties.

35.10.2 The Trust has a duty of care to its staff to consider appropriate support options including reasonable adjustments or phased returns to work.

35.10.3 It may be appropriate for staff experiencing a psychological illness i.e. stress/anxiety/depression or a musculoskeletal complaint i.e. neck/shoulder/back condition, that an immediate referral to occupational health is made.

### **35.11 Return to Work Interview**

35.11.1 Following a period of sickness absence, the member of staff will be required to attend a return-to-work interview. Ideally this should be done on the member of staff's first day back to work. If this isn't possible it should be held within three days of their return to work.

35.11.2 The meeting will normally be held by the member of staff's line manager or head of department. The purpose of the interview is to welcome the member of staff back to work, inform them of any changes during their absence and to seek reassurance on the part of the whether the member of staff is completely fit for work or needs extra support at the time. It is also to demonstrate the Trust's commitment to monitoring the health and well-being of its staff. It may be that a referral to occupational health for investigation of the member of staff's health problems is necessary to gain advice on medium and long term fitness for work and if there is an underlying condition requiring reasonable adjustments to be carried out.

35.11.3 In a Return-to-Work interview staff should be made aware when they are near to reaching the trigger points and that reaching these could result in a Stage 1 Absence Meeting (and that a Stage 1 warning could be given at this meeting). Members of staff should be offered support to prevent this. Should the member of staff have hit the trigger points by this stage they will be informed at the Return-to-Work interview that they could be invited to an Absence Meeting. Should a live warning already be on file for the member of staff, and they have exceeded their absence target, they will be notified at the Return-to-Work interview that they could be invited to a Stage 2/3 Absence Meeting. A record of the interview should

be made using the Return-to-Work interview Form, this is to be signed by the manager and member of staff and copied to the member of staff and placed on the member of staff's personnel record file.

35.11.4 It is the intention that the Trust will manage absence in a pro-active manner through the effective completion of return-to-work interviews.

### **35.12 Short Term Absence Management**

35.12.1 When considering trigger points, the circumstances of the member of staff will be carefully and sensitively considered in order to treat all staff fairly, consistently and compassionately.

### **35.13 How Attendance Will Be Reviewed**

35.13.1 In order to manage attendance effectively it is important that sickness absence is consistently reviewed. The Trust has pre-determined review points which can alert the Trust if a member of staff's attendance has reached a point where there may be cause for concern. The following review points are in place to monitor member of staff attendance:

- 3 or more occurrences of sickness absence in any 6-month period
- 7 or more day's sickness absence in any 12-month period
- When operational need dictates, for example if the number or pattern of absences causes concern.

### **35.14 Procedure**

35.14.1 This procedure is designed to deal with persistent short-term ill-health cases.

35.14.2 If the member of staff's attendance levels have not improved to a satisfactory level following informal action through the return-to-work interviews, and having taken into consideration the trigger points, management may choose to obtain medical advice from occupational health (if appropriate) or may proceed to a Stage 1 Absence Meeting.

35.14.3 NB: It should also be noted that, where there is a history of formal absence warnings that result in a successful monitoring period which is then immediately followed by further absences, the Trust may not re-commence the informal attendance monitoring process but move instead to the next stage in the formal procedure.

35.14.4 In extenuating circumstances, it may be deemed necessary to commence the absence management process at a later stage. This may be where the level of absence continues to be a serious concern, has a serious impact on the Trust and is unsustainable.

### **35.15 Stage 1 Absence Meeting**

35.15.1 If a member of staff's sickness absence levels have not improved despite being addressed in their Return-to-Work Meetings, and the member of staff has reached the trigger points, the Head Teacher may invite the member of staff to a Stage 1 Absence Meeting.

35.15.2 The Head Teacher/HR Representative, will provide at least 5 working days' notice of the Stage 1 Absence Meeting in writing. They should inform the member of staff of the time, date and place of the meeting, the reason for the meeting, issue any evidence to be discussed at the meeting and state that they have the right to be accompanied by a trade union representative or work colleague not involved in the case.

35.15.3 The Head Teacher/Line Manager, should prepare for the meeting by ensuring that they have identified the member of staff's sickness absence levels and the support that has been provided via the Return-to-Work meetings. Any medical evidence or documentation that the member of staff wishes the Head Teacher/Line Manager to consider, should be submitted prior to the meeting.

35.15.4 In the Stage 1 Absence Meeting the Head Teacher/Line Manager shall ordinarily:

- Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
- Listen to reasons and respond appropriately.
- Consider whether to refer the case to occupational health, if they have not already done so.
- State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
- Identify any support required.

35.15.5 Potential Outcomes:

- Give the member of staff a Stage 1 warning, to remain on file for 6-12 months, and explain that continued failure to improve attendance to the specified level may lead to a Stage 2 Absence Meeting which could lead to his/her employment being put at risk.
- An extension of informal monitoring.
- No further action is required at this stage.

35.15.6 In any event the Line Manager should fully record the details of the meeting and send a letter to the member of staff confirming the details of this meeting.

### **35.16 Stage 2 Absence Meeting**

35.16.1 If the member of staff's attendance drops below the required level within the set monitoring period the Head Teacher/Line Manager will ask the member of staff to attend a Stage 2 Absence Meeting.

35.16.2 The Line Manger will provide at least 5 working days' notice of the Stage 2 Absence Meeting in writing. They should inform the member of staff of the time, date and place of the meeting, the reason for the meeting, issue any evidence to be discussed at the meeting and state that they have the right to be accompanied by a trade union representative or work colleague not involved in the case.

35.16.3 In the Stage 2 Absence Meeting the Line Manager shall ordinarily:

- Explain the concern about the absence level and reasons for that concern, such as operational difficulties caused.
- Listen to reasons and respond appropriately.
- Consider whether to refer the case to occupational health, if they have not already done so.
- State that sustained improvement in attendance is expected and set an appropriate monitoring period and targets for improvement.
- Identify any support required.

35.16.4 Potential Outcomes:

- Give the member of staff a Stage 2 warning, to remain on file for 9-12 months and explain that continued failure to improve attendance to the specified level will lead to a Stage 3 Absence Hearing which could result in dismissal.
- An extension of monitoring and support within Stage 1 of the formal process.
- No further action is required at this stage.

35.16.5 In any event the Line Manager should fully record the details of the meeting and send a letter to the member of staff confirming the details of this meeting.

35.16.6 If at any stage a member of staff has reached a level of improvement acceptable to the Trust, monitoring should revert back to informal arrangements.

**35.17 Stage 3 Absence Hearing**

35.17.1 If the member of staff's attendance drops below the required level within the set monitoring period the Head Teacher/Line Manager will ask the member of staff to attend a Stage 3 Absence Meeting.

35.17.2 The Head Teacher/Line Manager will provide at least 5 working days' notice of the Stage 3 Absence Meeting in writing:

- the purpose of the hearing.
- details of the member of staff's attendance.
- the stage reached in the procedure.
- when and where the hearing will be conducted.
- the right to be accompanied by a trade union representative or work colleague not involved in the case.
- the requirement for the member of staff to provide, in at least 2 working days before the hearing, all documents that he/she intends to present at the hearing.

35.17.3 The Stage 3 Absence Meeting will be conducted by the Head Teacher or nominated manager. Any medical evidence or documentation that the member of staff wishes the Head Teacher to consider should be submitted at least 2 working days prior to the hearing. The purpose of the Stage 3 Absence Meeting is to consider whether the member of staff is capable of continuing employment with the Trust in the light of their health, their attendance and their ability to perform the role with reasonable effectiveness. The meeting also takes into account whether the Trust can reasonably sustain the member of staff's level of attendance.

35.17.4 Potential Outcomes:

- An extension of monitoring and support within Stage 2 of the formal process
- If the Head Teacher decides that the member of staff's attendance is not acceptable and is unlikely to improve to an acceptable level, the member of staff may be dismissed with notice on the grounds of failure to sustain required levels of attendance.

35.17.5 Prior to a decision to dismiss consideration will be given to any alternative working arrangements or roles with the Trust.

35.17.6 If the Trust decides to terminate the member of staff's employment on the grounds of the above, the member of staff will be informed of the Trust's decision to dismiss in writing and the member of staff will be advised of their right of appeal.

### **35.18 Appeals**

- 35.18.1 Any appeal arising as a result of a warning or dismissal must be made in writing to the relevant appeal body within 5 working days of receiving the outcome of the hearing.
- 35.18.2 If the member of staff submits an appeal, he/she will be invited to an Appeal Hearing where their case will be heard by a more senior manager. In the event that a decision was taken by the Head Teacher any appeal will be heard by a nominated Trust/trustee. The outcome of the Appeal Hearing will be confirmed in writing to the member of staff. There is no further level of appeal.
- 35.18.3 An appeal following a stage 3 dismissal will be heard by a panel of up to three trustees.

### **35.19 Managing Head Teacher Sickness Absence**

- 35.19.1 In the case of Head Teacher sickness absence, The Absence Management Procedure will be managed by the CEO or a nominated trustee.
- 35.19.2 All Sickness Absence Hearings relating to the Head Teacher's sickness absence will be conducted by the CEO and any subsequent appeal by a panel of up to three trustees.

### **35.20 Long Term Sickness Absence Management**

- 35.20.1 Where a member of staff is or is reasonably expected to be absent from work for four weeks or more (including any period of holiday) or where the member of staff has been unable to sustain regular and efficient attendance due to a long-term condition, they will fall within the scope of the long-term sickness absence management procedure.
- 35.20.2 It may be appropriate for staff experiencing a psychological illness i.e. stress/anxiety/depression or a musculoskeletal complaint i.e. neck/shoulder/back condition, that an immediate referral to occupational health is made.
- 35.20.3 The Trust will maintain regular and supportive contact with the member of staff, which may include regular review meetings to discuss the member of staff's continuing absence, when the member of staff may be able to return to work and any reasonable adjustments that the Trust may be able to make to assist the member of staff in returning to work. It is a contractual requirement that the member of staff co-operate with the Trust during such period of absence.

### **35.21 Alternative Venues**

- 35.21.1 In some circumstances where staff are unable to attend a meeting at the Trust it may be appropriate for management to arrange an alternative venue. This may include the member of staff's home with their agreement or a neutral venue.

### **35.22 Medical Suspension**

- 35.22.1 There are a number of circumstances where it may be necessary to medically suspend a member of staff.
- 35.22.2 Reasons for such a decision may include consideration for the protection of the person's own health, as well as the health and welfare of other staff and pupils who may be put at risk by the medical condition of a member of staff Occupational Health may recommend medical suspension to management.

### **35.23 When Medical Capability is being considered**

- 35.23.1 If, following advice from occupational health, it appears that the member of staff is probably not going to be able to return to their role or to provide regular and efficient attendance within a reasonable period of time the member of staff may be invited to attend a Medical Capability Hearing.
- 35.23.2 Prior to a medical capability hearing a preliminary meeting will ordinarily be arranged in order to discuss the following:
- the history of the member of staff's absence, including the number of absences or duration of absences.
  - any reasonable adjustments that have been made or considered.
  - if and when the member of staff may be able to return to work or to provide regular and efficient service.
  - any redeployment options that have been considered within the Trust.
  - the up-to-date medical advice.
- 35.23.3 The member of staff has the right to be accompanied at this meeting by a trade union representative or work colleague.
- 35.23.4 If, following the preliminary meeting, management remain of the opinion that the member of staff is not able to return to work within a reasonable period of time and that their absence cannot be sustained or that the member of staff will not be able to provide regular and efficient service in accordance with their contract of employment, the member of staff should be invited to attend a Medical Capability Hearing.

### **35.24 Medical Capability Hearing**

- 35.24.1 The Medical Capability Hearing will be conducted by the Head Teacher or nominated manager. The purpose of the Medical Capability Hearing is to consider the viability of the member of staff's continuing employment with the Trust. The member of staff should be given written notification of the meeting giving 5 working days' notice.
- 35.24.2 The Head Teacher will consider dismissal on the grounds of medical capability where having considered any medical advice and any representations by the member of staff the Head Teacher reasonably believes that:
- the member of staff is permanently unfit to work.
  - they are unable to reasonably determine when the member of staff will be able to return to work or to provide regular and efficient service.
  - the member of staff is unlikely to be able to provide regular and efficient service.
- 35.24.3 In the event that a member of staff has failed to attend appointments with Occupational Health and therefore there is no medical evidence to consider, the Head Teacher may make a decision based on the information at the Hearing.
- 35.24.4 The member of staff has the right to be accompanied at the Medical Capability Hearing by a colleague or a trade union representative. Any documentation that the member of staff wishes the Trust to consider should be submitted at least 2 working days prior to the Hearing.
- 35.24.5 In certain situations where medical evidence from a member of staff is in conflict with the medical evidence from occupational health, the Trust may decide to obtain a further medical report or may prefer either report.

35.24.6 Where a member of staff fails to attend the Medical Capability Hearing, the hearing may go ahead in their absence.

35.24.7 If the Head Teacher decides to terminate the member of staff's employment on the grounds of Medical Capability, the member of staff will be informed of the decision to dismiss in writing and the member of staff will be informed of their right of appeal.

### **35.25 Appeals**

35.25.1 Any appeal arising as result of a Medical Capability Dismissal should be made in writing to the Chair of the Trust Board within 5 working days of receipt of the outcome of the hearing.

35.25.2 If the member of staff submits an appeal, he/she will be invited to an Appeal Hearing where their case will be heard by a panel of up to three trustees. The member of staff and the Trust may wish to provide additional medical information for consideration at the Appeal Hearing.

35.25.3 The outcome of the Appeal Hearing will be confirmed in writing to the member of staff. There is no further level of appeal.

### **35.26 Redeployment**

35.26.1 There may be some instances where a member of staff is fit to return to work but not necessarily to the role they were originally employed to undertake. Redeployment is where a member of staff is transferred into a suitable alternative post which they are able to undertake with or without reasonable adjustments and/or training. In respect of alternative work, managers are advised to look at any existing and near future vacancies in the Trust in the first instance and discuss these with the member of staff in terms of their eligibility (including consideration of reasonable adjustments and training, as appropriate).

### **35.27 Ill Health Retirement**

35.27.1 It may be possible that a member of staff who is contributing to the Local Pensions or Teachers' Pensions (TP), could be considered for Ill-Health Retirement. Ill-Health Retirement is when a member of staff is considered permanently unable to do their job or any comparable job with their employer.

### **35.28 Accrual of Annual Leave during Sick Leave**

35.28.1 Members of staff have the right to accrue annual leave during sickness and to take this upon return or carry forward the annual leave into the next leave year. The time a member of staff takes leave will be agreed by management in line with the needs of the Trust. Full time staff are entitled to 28 days (5.6 weeks) of statutory annual leave under the Working Time Regulations 1998. Therefore, the entitlement to statutory annual leave can be offset by any periods of Trust closure, whether they occur before or after the period of sickness. Where there is insufficient Trust closure time to allow the statutory annual leave to be taken, the Trust may allow the member of staff to carry forward the leave to be taken in a Trust closure.

35.28.2 When a member of staff commences sick leave, the amount of leave a member of staff has had in the current leave year will be established by the amount of Trust closure periods that have already occurred during the leave year. If this exceeds the entitlement to statutory annual leave there will be no further entitlement to leave. For more information, please speak to your HR representative.

**Considerations for staff during the coronavirus (COVID-19) pandemic**

| Considerations                                                                                                                                                                                                                                                    | Required actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Pay arrangements                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Staff member has tested positive or developed symptoms of coronavirus. The symptoms are:</p> <ul style="list-style-type: none"> <li>• A high temperature.</li> <li>• A new, continuous cough.</li> <li>• Loss or change in sense of smell or taste.</li> </ul> | <ul style="list-style-type: none"> <li>• Self-isolate for 10 days starting from the onset of symptoms, or if asymptomatic, from the date of the positive test.</li> <li>• After 10 days, the staff member can return to work providing they are well enough to do so and have not had a temperature for at least 48 hours (Please note: other symptoms may continue for some time). The line manager should discuss with the staff member if they should return at this point.</li> <li>• Follow <a href="#">government guidance</a> on staying at home.</li> <li>• Obtain a test for coronavirus as soon as possible and within the first 8 days of the onset of symptoms.</li> </ul> | <p>Normal sick pay arrangements apply.</p>                                                                                                |
| <p>Staff member has a positive test without symptoms, but later develops symptoms.</p>                                                                                                                                                                            | <ul style="list-style-type: none"> <li>• Restart the 10-day self-isolation period.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Normal sick pay arrangements apply.</p>                                                                                                |
| <p>Staff member develops symptoms but has a subsequent negative test.</p>                                                                                                                                                                                         | <p>Staff member can return to work providing:</p> <ul style="list-style-type: none"> <li>• They are well enough to do so and have not had a temperature within the last 48 hours.</li> <li>• They have not been instructed by NHS Test and Trace to self-isolate.</li> <li>• Nobody else in their household (or support bubble) has symptoms or has had a positive test.</li> <li>• Line managers should discuss the situation with the staff member to ensure they are satisfied they can return at this point.</li> </ul>                                                                                                                                                            | <p>Normal sick pay arrangements apply.</p>                                                                                                |
| <p>Staff member shares a household (or support bubble) with someone who has developed symptoms or has tested positive.</p>                                                                                                                                        | <ul style="list-style-type: none"> <li>• Self-isolate for 10 days at home, starting from the onset of symptoms, or if</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Normal sick pay arrangements apply unless working from home arrangements can be made (and the staff member has not become unwell).</p> |

|                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                              | <p>asymptomatic, from the date of the positive test.</p> <ul style="list-style-type: none"> <li>• If the staff member develops symptoms themselves, then the 10-day self-isolation period restarts, and they arrange a test.</li> <li>• If the person with whom they share the household has a subsequent negative test, then the staff member can return to work immediately, provided they have no symptoms themselves.</li> </ul>   |                                                                                                                                                                                       |
| Staff member has been contacted by NHS Test and Trace and may have been in contact with someone who has tested positive for coronavirus.     | <ul style="list-style-type: none"> <li>• Commence self-isolation for 10-day period unless otherwise advised.</li> <li>• If the staff member develops symptoms, then the 10-day self-isolation period restarts and they should arrange a test.</li> </ul>                                                                                                                                                                               | Normal sick pay arrangements apply unless working from home arrangements can be made (and the staff member has not become unwell).                                                    |
| Someone in the staff member's household has been instructed to self-isolate by Test and Trace.                                               | <ul style="list-style-type: none"> <li>• No self-isolation required unless the member of their household develops symptoms.</li> </ul>                                                                                                                                                                                                                                                                                                 | N/A                                                                                                                                                                                   |
| Staff member has been instructed to self-isolate prior to hospital procedure.                                                                | <ul style="list-style-type: none"> <li>• Self-isolate as per medical advice and work from home if possible and well enough.</li> <li>• Provide medical certification evidence to the Academy.</li> </ul>                                                                                                                                                                                                                               | Normal sick pay arrangements apply unless working from home arrangements can be made (others in the household may also be instructed to self-isolate in which case same rules apply). |
| The staff member is part of a 'bubble' in the Academy which is required to self-isolate.                                                     | <ul style="list-style-type: none"> <li>• Self-isolate as instructed by the health protection team or the DfE.</li> <li>• Arrange a test if instructed to do so.</li> </ul>                                                                                                                                                                                                                                                             | Period of full pay.                                                                                                                                                                   |
| <b>[For settings carrying out rapid-result testing on site]</b><br>Staff member tests positive following a rapid-result test at the Academy. | <ul style="list-style-type: none"> <li>• Staff member goes home to self-isolate immediately and arranges a polymerase chain reaction (PCR) test.</li> <li>• If PCR test is positive, they complete 10-day self-isolation from date of positive rapid-result test, and their close contacts at the Academy begin daily serial testing.</li> <li>• If PCR test is negative, they can return to school provided they are well.</li> </ul> | Normal sick pay arrangements apply.                                                                                                                                                   |
| The staff member's child is required to self-isolate due                                                                                     | <ul style="list-style-type: none"> <li>• No self-isolation required.</li> </ul>                                                                                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>• Emergency leave as per Special Leave Policy</li> </ul>                                                                                       |

|                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| to an outbreak at their Academy.                                                                                     | <ul style="list-style-type: none"> <li>Any requirement for working from home or time off work to be discussed with the line manager.</li> <li>Parental leave and/or special leave may be available to help with childcare issues.</li> </ul>                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>followed by period of unpaid leave.</li> <li>Consider working from home arrangements for part or whole of the period.</li> <li>Consider parental leave (usual 21 days' notice period may be relaxed at the Academy's discretion).</li> </ul> |
| Staff member is returning from a holiday abroad and is required to quarantine on their return.                       | <ul style="list-style-type: none"> <li>FCDO advises British Nationals to avoid all but essential international travel – some may exceptions apply.</li> <li>Staff should be asked to consider changing or postponing international travel and advised that the need to quarantine may affect their pay.</li> </ul>                                                                                                                                                                                    | No entitlement to full pay unless working from home arrangements can be agreed.                                                                                                                                                                                                     |
| Staff member is clinically extremely vulnerable and required to commence shielding following public health guidance. | <ul style="list-style-type: none"> <li>Staff member does not attend work on the Academy site.</li> <li>The Academy works on reasonable adjustments to their role or considers redeployment to facilitate working from home.</li> </ul>                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"> <li>Staff member receives full pay if working from home arrangements are agreed.</li> <li>Staff member is not penalised as a result of being unable to attend work on the Academy site.</li> </ul>                                               |
| Staff member experiences bereavement.                                                                                | <ul style="list-style-type: none"> <li>The Academy follows procedures set out in the Special Leave Policy.</li> <li>Staff member is given a leave of absence period.</li> </ul>                                                                                                                                                                                                                                                                                                                       | Staff member is paid in line with the Academy's normal bereavement pay arrangements.                                                                                                                                                                                                |
| <b>Further considerations</b>                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                     |
| What notification is the staff member required to provide?                                                           | <ul style="list-style-type: none"> <li>Usual notification rules apply.</li> <li>After 7 days, staff can obtain a self-isolation note instead of visiting their GP.</li> <li>Staff must discuss with the Academy if they expect to be absent after the required 10-day self-isolation period.</li> </ul>                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                     |
| Can I contact the staff member during their period of self-isolation?                                                | Yes, the staff member can be contacted during self-isolation. Arrangements for the staff member to work from home can be made providing the staff member is not unwell.                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                     |
| Can I disclose to other staff members who has tested positive within the Academy?                                    | <ul style="list-style-type: none"> <li>No, but the person who has tested positive can be asked to alert co-workers even before they have test results.</li> <li>If they test positive, the staff member can be asked for the names of those colleagues who they have been in 'close contact' with in the last 48 hours.</li> </ul> <p>This information can be passed to the health protection team and NHS Test and Trace, who will notify the relevant people without publicly disclosing names.</p> |                                                                                                                                                                                                                                                                                     |

### 36 Special Leave Policy

36.1 The Trust is committed to supporting staff who have responsibilities for dependants and other commitments outside of the workplace. The Trust recognises that from time to time there may be occasions when staff need to take some authorised time away from work.

36.2 Special Leave requests are not an entitlement (apart from those marked with an \* below) and should not be seen as a way of accruing further days leave during term time working.

#### 36.3 Scope

36.3.1 This policy applies to all staff of the Trust.

#### 36.4 Aim

36.4.1 To provide a framework for the Head Teacher to consider special leave requests for the reasons noted below.

#### 36.5 Policy

36.5.1 Subject to the needs of the Trust and to approval by the Head Teacher, leave of absence may be granted in the following instances:

| Reason                                                                                                                                                                                                                                                                                                                                                                                                                                   | Maximum Allowed      | With Pay |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------|
| <p><b>*Adoptive Parent Leave – Statutory Right for time off work to attend adoption appointments</b><br/>Appointments must take place in the period of being matched with a child until the date the child joins the family.</p> <p>In the case of joint adoption, only one of the adopters will be entitled to the 5 paid occasions. The other adopter will be entitled to unpaid time off to attend up to 2 adoption appointments.</p> | Up to 5 appointments | Yes      |
| <p><b>Annual Training Camp (TAVR, etc)</b><br/>Where an allowance is claimable for loss of earnings the member of staff should claim and pay the allowance to the Trust.</p>                                                                                                                                                                                                                                                             | 10 days              | Yes      |
| <p><b>*Antenatal Appointments – Statutory Right for expectant fathers/partners/Parental Order Parents (surrogacy)</b><br/>Unpaid time off work to accompany expectant mothers to up to 2 antenatal appointments</p> <p>Signed declaration to be completed for all requests - see <b>Special Leave form SL01</b>. In the case of surrogacy, evidence to be provided that Parental Order has been obtained/applied for.</p>                | Up to 2 appointments | No       |

|                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                    |                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| (Partner includes spouse or civil partner and a person (of either sex) in a long-term relationship with the expectant mother)                                                                                                                                                                                                                                                      |                                                                                    |                                                                                                                               |
| <p><b>Bereavement</b><br/>Immediate relative</p> <p>(Spouse, partner (who may be the same sex), son/daughter, brother/ sister, parent, someone who lives with the member of staff as part of their family (excluding lodgers, boarders and pets)</p> <p>Parental Bereavement Leave – see below for eligibility criteria and further information.</p> <p>Other relative/persons</p> | <p>5 days</p> <p>2 weeks</p> <p>1 day</p>                                          | <p>Yes</p> <p>5 days full pay<br/>Remaining at<br/>Statutory Parental<br/>Bereavement Pay<br/>(SPBP)</p> <p>Discretionary</p> |
| <p><b>Cleveland Search and Rescue Team</b><br/>For those staff who are members of this team and are specifically requested to attend duty</p>                                                                                                                                                                                                                                      | 1 day                                                                              | Yes                                                                                                                           |
| <b>Courses, Meetings, Conferences</b>                                                                                                                                                                                                                                                                                                                                              | As approved by Head Teacher                                                        | Yes                                                                                                                           |
| <p><b>Driving Test</b><br/>(a) Not allowable usually<br/>(a) Unavoidable arrangements</p>                                                                                                                                                                                                                                                                                          | <p>Nil</p> <p>Half day</p>                                                         | No                                                                                                                            |
| <p><b>Examinations – time off relates only to courses that have been approved by the Trust.</b></p> <p>(a) sitting an approved examination, per exam</p> <p>(b) study leave – taken within four weeks of examination</p> <p>If more days are required, they will be considered on an individual basis by the Head Teacher</p>                                                      | <p>Duration of each written exam paper</p> <p>Time off equal to length of exam</p> | <p>Yes</p> <p>Yes</p>                                                                                                         |

|                                                                                                                                                                                           |                                                       |     |
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| <b>Funerals</b><br>Time off will be considered on an individual basis at the discretion of the Head Teacher                                                                               | Reasonable time off for the funeral only.             | No  |
| <b>Graduation, Investiture, etc.</b><br>Only when the actual day is within working time and awarded to spouse, partner (who may be the same sex), son/daughter, self                      | 1 day                                                 | Yes |
| <b>Hospital Appointments</b><br>For the member of staff's own appointments (see also Managing Attendance policy)                                                                          | Reasonable time off                                   | Yes |
| <b>Magistrates, Councillors, Trusts and other public duties</b><br>In the case of a member of staff who may hold positions in more than one of these categories, a limit will be applied. | Reasonable time off subject to the needs of the Trust | Yes |
| <b>Moving House</b><br>When date of move has been restricted to work time                                                                                                                 | 1 day in a 3-year period                              | Yes |
| <b>Religious Festivals</b><br>Assessed on an individual basis with the member of staff and the Head Teacher                                                                               | 2 days per year                                       | Yes |
| <b>Trade Union Officials</b><br>Facility time. Approval by Head Teacher – subject to needs of the Trust.                                                                                  | Reasonable                                            | Yes |
| <b>Trade Union Activities</b><br>Reasonable time at the discretion of the Head Teacher                                                                                                    | Reasonable                                            | Yes |
| <b>Wedding/Civil Partnership (own)</b><br>Only in exceptional circumstances at the discretion of the Head Teacher when the wedding day takes place in working time                        | 1 day                                                 | No  |
| <b>Fostering Leave</b><br>Time off will be considered for meetings related to fostering if cannot be arranged out of normal working hours                                                 | Reasonable time off subject to needs of Trust         | Yes |
| <b>Interviews</b><br>Only when the interview date falls within the working time. The member of staff must produce proof of the interview. (e.g. letter inviting to interview)             |                                                       |     |
| (a) with another Trust or Trust                                                                                                                                                           | 2 days per year                                       | Yes |
| (b) private sector                                                                                                                                                                        | 2 days per year                                       | No  |

|                                                                                                                                         |           |     |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|
| Any more than 2 days will be at the discretion of the Head Teacher.                                                                     |           |     |
| <b>Jury Service</b><br>The allowance for loss of earnings should be claimed by the member of staff and the allowance paid to the Trust. | As needed | Yes |

### **36.6 Procedure**

- 36.6.1 Requests for Special Leave must be made to the Head Teacher.
- 36.6.2 The Head Teacher should discuss the reason for the request with the member of staff to ensure a consistent approach across the Trust.
- 36.6.3 The Head Teacher will then consider this application. In considering each individual application the Head Teacher must take into account the needs of the Trust, the children and the curriculum.
- 36.6.4 The Head Teacher must ensure that records of all leave approved are kept and days approved throughout the year are monitored.

### **36.7 Discretion**

- 36.7.1 In determining the levels of reasonable absence where discretion exists, the Head Teacher will wish to take account of other leave arrangements for the member of staff.

### **36.8 Notice**

- 36.8.1 Where there is expected to be a pattern of requests for leave it is reasonable for Head Teacher to request that reasonable notice (perhaps of one month, or half term) be given.

### **36.9 Term Time Leave**

- 36.9.1 Holiday leave and 'Honeymoon' leave will not be granted to those staff; teaching and support staff, whose contracts of employment are term time only.

### **36.10 Exceptional Circumstances**

- 36.10.1 Advice is available from Human Resources on matters not covered by these recommendations. In order to achieve reasonable consistency of practice, it is suggested that the Head Teacher contacts Human Resources for further advice as and when required.

### **36.11 Requests for periods of unpaid leave**

- 36.11.1 The Head Teacher may receive applications from staff for unpaid leave. The issue of whether leave is granted or not, should generally be determined by reference to this policy. However, there are occasional circumstances, usually of a personal nature, where an extended period of unpaid leave may be granted. Although it will be for the Head Teacher and Trust Board body to determine these applications, they may find it helpful to seek the advice of Human

Resources regarding both the nature of the leave, and the conditions upon which it may be possible to grant it.

36.11.2 Should a period of unpaid leave be agreed the member of staff should be made aware of the following:

- That they must not take up other paid employment.
- Contractual entitlements and benefits will not accrue during the period of unpaid leave.
- **For members of the LGPS:** Pension contributions will **not** be made during the period of unpaid leave. However, staff may elect to pay these contributions on each occasion of unpaid leave. Members of staff who wish to purchase the amount of lost pension and make the election within 30 days of returning to work then the cost of the Additional Pension Contribution (APC) will be split between the member of staff and employer. The employer will pay 2/3rds of the cost, and this is known as a Shared Cost Additional Pension Contribution (SCAPC). Members of staff can obtain a quote and print off an application form to buy **lost** pension at [www.lgps2014.org](http://www.lgps2014.org). If the member of staff chooses to pay back pension contributions, the member of staff will need to forward the application form to buy lost pension to their payroll provider who will make the appropriate deductions and forward to the Pensions Section for record to be updated.
- **For members of the Teachers' Pension Scheme:** Any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not therefore be made during the period of unpaid leave.

36.11.3 Should a period of unpaid leave be approved, the Trust must ensure the payroll provider is notified to make the pay adjustments.

### **36.12 Application of Scheme**

36.12.1 It should be recognised as a matter of principle that the Head Teacher and Trusts will make every effort to adhere to the conditions relating to the special leave policy and to granting leave in accordance with this policy. However, it should also be recognised that from time to time the arrangements in the Trust may be such that requests for leave may have to be declined in order to maintain a proper educational service.

### **36.13 Equality Statement**

36.13.1 The Special Leave Policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## **37 Parental Bereavement Leave**

**37.1** In keeping with statutory provisions, Parental Bereavement Leave is available to employees, no matter how long you have been employed by us and no matter how many hours you work each week. Parental Bereavement Leave applies on the death of a child under 18, including a still birth after 24 weeks of pregnancy.

**37.2** Parental Bereavement Leave may be used anytime in the first 56 weeks after death or stillbirth of the child.

### **37.3 Eligibility Criteria**

37.3.1 To be eligible for parental bereavement leave you must:

- Be a parent named on the birth certificate of a child; or
- Have adopted a child under the age of 18 or a prospective adopter; or
- Be an intended parent under a surrogacy arrangement; or
- A parent “in fact”, (someone looking after the child in that person’s own home and who has day to day responsibility for the child’s care for the last 4 weeks), or that person’s partners (but does not include a paid carer with the exception of a local authority foster carer).

### **37.4 Statutory Parental Bereavement Pay (SPBP)**

37.4.1 This period of leave may be paid, subject to eligibility requirements SPBP. To qualify for SPBP you must:

- have 26 weeks continuous service with the Company, ending with the ‘relevant week’ (being the week before the child died, a week runs from Sunday to Saturday);
- your normal weekly earnings are not less than the lower earnings limit applying to national insurance contributions during a period of 8 weeks ending with the ‘relevant’ week; and
- remain in employment at least until the day the child died.

37.4.2 If you qualify for SPBP, it will only apply to whole weeks (and therefore would not be payable if Parental Bereavement Leave is taken in daily blocks as opposed to whole weeks).

37.4.3 SPBP is not payable during any week in which you are entitled to statutory sick pay (this also includes part of the week).

### **37.5 Duration of Parental Bereavement Leave**

37.5.1 Parental Bereavement Leave can be taken for a maximum of 2 weeks to be used as follows (where more than one child has died or has been still born, you will be entitled to a separate period of leave in relation to each child and separate right to pay if you qualify for SPBP):

- One week;
- Two continuous weeks; or
- Two separate weeks, starting on any day of the week.

### **37.6 Notice to be Given**

37.6.1 During the first 7 weeks after death or stillbirth of the child (such period starts on the date of death), you need to only give notice of intention to take leave before you are due to start work on the first day of leave or as soon as reasonably practicable. From weeks 8 to 56, you must give notice of at least 10 days prior to commencing a period of parental bereavement leave. Parental bereavement leave can be cancelled or rearranged with the same notice periods as mentioned above. A period of parental bereavement leave cannot be cancelled once it has started

### **37.7 Information to be provided**

37.7.1 You must provide the Company with written confirmation to include the following details:

- The date of the child’s death

- The date on which you wish to start parental bereavement leave
- Confirm whether you intend the period of parental bereavement leave to be one or two weeks
- A declaration that you are eligible for parental bereavement leave.

### **37.8 Contract**

37.8.1 Contractual Benefits During your parental bereavement Leave.

37.8.2 Your contract of employment will continue during your parental bereavement leave and you will receive the benefits of the terms and conditions of your employment, except remuneration. You will be bound by obligations arising under your terms and conditions of employment, except those that are inconsistent with the taking of leave.

### **37.9 Holiday Accrual During parental bereavement leave**

37.9.1 During your period of parental bereavement leave you will continue to accrue your holiday entitlement in accordance with the terms of your contract of employment, which is to be applied in the usual way.

### **37.10 Pension Contributions**

37.10.1 Any period during which you receive SPBP will be treated as pensionable service and the Company will therefore continue to make contributions, based on your usual salary (i.e. the pay you would have received had you been working normally) on your behalf into the Company pension scheme, should you be a contributory member of the scheme. Your contributions will be deducted from your SPBP and will be based on the SPBP you receive rather than your usual salary.

### **37.11 Returning to Work**

37.11.1 Your terms and conditions on returning to work include the right to return to work in the same position that you left before you started your parental bereavement leave with the same seniority, pension rights and similar rights as they would have been had you not been absent.

37.11.2 However, if you have taken your parental bereavement leave consecutively with a period of parental leave of more than 4 weeks, or other statutory family-related leave (maternity, adoption or shared parental leave) taken in relation to the same child where the total amount of statutory leave in relation to that child is more than 26 weeks, you have the right to return to the same position, or if it is not reasonably practicable for the Company to allow you to return to the same position, the Company may give you another suitable and appropriate job on terms and conditions that are not less favourable than those which would have applied had you not been absent.

## **38 Time off for Dependents/Carer Leave**

**38.1** The Trust wants to help Carers and also provide for their needs, in a consistent way. In order to do so this policy will be of help in promoting consistency across Trust's and members of staff. For this to be applied consistently and fairly, it must be recognised that members of staff are not all in the same position to begin with. **It is expected that all members of staff who are carers will use the regular Trust breaks to meet regular and planned needs.**

**38.2** In considering applications for Carer Leave, as well as considering assisting with paid leave, Head Teachers may consider agreeing temporary variations in working hours or patterns where this would assist and, in line with legislative provision, unpaid Carer leave can be granted and may be appropriate in certain situations. Further advice may need to be taken from Human Resources.

**38.3** **When deciding whether or not it is appropriate to grant Carer Leave, Head Teachers will also have to make an assessment based on the Trust, the children and any support available to them.** The Head Teacher will try to facilitate this whenever possible but members of staff must be aware that this is not an automatic entitlement and consideration will be given to whether this is something that could be arranged during the Trust holiday periods. **Carer Leave is not intended to ‘top-up’ holiday periods.**

#### **38.4** **Scope**

38.4.1 This policy is appropriate for all members of staff of the Trust.

#### **38.5** **Aim**

38.5.1 The aim of the policy is to assist members of staff to balance their caring responsibilities for dependant family members whilst continuing to meet their contractual obligations at work. A dependant could be a child or an adult.

#### **38.6** **Paid Leave**

38.6.1 The Trust’s policy on Carer Leave allows members of staff to take up to a maximum of 10 days paid leave in any academic year to care for a dependent child or adult. It should be noted that:

- Leave will be pro rata for part time members of staff.
- This leave is not an entitlement but may be granted subject to the needs of the Trust and approval by the Head Teacher.

38.6.2 It is not intended that a member of staff will normally take 5 days Carer Leave in a block, although occasionally circumstances may merit it. In most cases, one day or less should be sufficient to deal with the problem. For example, if a child falls ill with chickenpox and the member of staff has no-one to stay with the child (who would normally be at Trust), then a half day or a day’s leave should be enough to help the member of staff deal with the crisis and with the immediate care of the child, visiting the doctor if necessary, and making longer term care arrangements if appropriate.

38.6.3 Members of staff may request Carer Leave to deal with an unexpected or sudden problem concerning a dependant, for example in situations where the dependant child or adult:

- is ill or injured and needs the member of staff to look after them for the immediate period.
- needs the member of staff to arrange their longer-term care.
- needs the member of staff to deal with an unexpected disruption or breakdown in care, such as the unexpected closure of a Trust, day centre or temporary interruption to other similar forms of regular provision.
- in an emergency situation a dependant needs to be accompanied to a GP, dentist, clinic or hospital appointment (which has to be arranged at short notice and **excludes** routine check-ups where these can be organised around working arrangements)

- needs care following an operation or hospitalisation.
- is involved in any other unforeseeable or unexpected occurrence that necessitates an immediate response from the member of staff, and which cannot be addressed whilst the member of staff is at work.

38.6.4 This list is not exhaustive and leave can be granted in other circumstances. Contact the Head Teacher if further advice is required.

### **38.7 Eligibility**

38.7.1 To be eligible for Carer Leave, member of staff must be responsible for providing care to a dependant, defined as follows:

- Husband
- Wife
- Partner (who may be the same sex)
- Son or Daughter (including adopted children)
- Parent
- Someone living with the member of staff as part of their family, but excluding lodgers, boarders etc.

38.7.2 In exceptional circumstances, consideration may be given to extending the eligibility, providing that the member of staff is the primary carer of the dependant. The Head Teacher, in discussion with Human Resources, must consider any such exceptions.

38.7.3 Where members of staff need a longer period of absence from work than that permitted by the policy then consideration to unpaid leave can be given. Please refer to the Special Leave Policy.

38.7.4 Fairness and consistency of application are important in this policy. Member of staff must be aware that, in order to ensure Trust resources are expended properly, they may be asked to provide proof or declaration of the caring relationship.

### **38.8 Procedure**

38.8.1 Requests for leave in an emergency situation should be made to the Head Teacher/Deputy Head Teacher, who will note the reasons for the absence from work. On the member of staff's return to work, formal approval should be sought from the Head Teacher as below.

38.8.2 Requests for Carer Leave should be made to the Head Teacher. The Head Teacher should discuss the reason for the request with the member of staff to ensure a consistent approach across the Trust.

### **38.9 Other Support for Carers**

38.9.1 It is recognised that those with caring responsibilities may require additional support to help them balance their work and caring commitments. Caring can be a very rewarding experience, but it can also bring stresses and strains that impact on the carers' lives. This impact can be financial, practical, medical and/or emotional and should be taken into account when the needs of the person they care for are being considered by agencies. Carers should be asked routinely how they are coping and what support they need in their own right. They should be advised of their right to a Carer's Assessment by the relevant Social Care Department.

38.9.2 Members of staff who live or work in Middlesbrough and who wish to discuss how caring affects them and the support available can contact Middlesbrough Department of Social Care on (01642) 726004.

38.9.3 Additional support available for member of staff with caring responsibilities includes:

- Counselling, where recommended, via the Occupational Health provider or Head Teacher or sickness insurance provider
- Carer Support Group run by Adult Social Care (for more information contact Middlesbrough Department of Social Care on (01642) 726004.
- Benefit advice from Middlesbrough Council's Welfare Rights advice line on (01642) 729242.

### **38.10 Equality Statement**

38.10.1 The Carer Leave Policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## **39 Time off for Antenatal Appointments Policy**

This policy outlines the statutory right to take time off to attend antenatal appointments.

This policy applies to members of staff and agency workers. It does not apply to self-employed contractors.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

### **39.1 Time off if you are pregnant**

39.1.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments.

39.1.2 Please try to give us as much notice as possible of the appointment. We may ask you to provide the following, unless it is the first appointment:

- A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- An appointment card.

### **39.2 Time off for accompanying a pregnant woman: eligibility**

39.2.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- You are the baby's father;
- You are the pregnant woman's spouse, civil partner or cohabiting partner;
- You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

### **39.3 Time off for accompanying a pregnant woman: how to book time off**

- 39.3.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
- That you meet one of the eligibility criteria;
  - That the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
  - That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

### **39.4 Time off for accompanying a pregnant woman: amount of time off**

- 39.4.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 39.4.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.
- 39.4.3 Time off to attend these appointments is unpaid.
- 39.4.4 Further time off for antenatal appointments is in our absolute discretion.

## **40 Time off for Adoption Appointments Policy**

- 40.1.1 This policy outlines the statutory right to take time off to attend adoption appointments.
- 40.1.2 This policy applies to members of staff and agency workers. It does not apply to self-employed contractors.
- 40.1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 40.1.4 This policy does not form part of any members of staff contract of employment and we may amend it at any time.

### **40.2 Time off for an adoption appointment**

- 40.2.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

40.2.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

### **40.3 If you are adopting a child with another person**

40.3.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off.

40.3.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

40.3.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

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

40.4.1 If you are adopting a child alone, you are treated as the primary adopter.

### **40.5 If you are adopting more than one child**

40.5.1 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

### **40.6 Amount of time off**

40.6.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

40.6.2 If you are the secondary adopter, you may take time off to attend an adoption appointment on up to two occasions only.

40.6.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

### **40.7 How to book time off**

40.7.1 Please give us as much notice of the appointment as possible. You must provide your line manager with a signed statement or an email confirming:

- The date and time of the appointment.
- That the appointment has been arranged or requested by the adoption agency.

## **41 Maternity Policy**

41.1.1 This policy outlines the statutory rights and responsibilities of members of staff who are pregnant or have recently given birth and sets out the arrangements for pregnancy-related sickness, health and safety and maternity leave. It does not apply for agency workers or the self-employed.

41.1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in the Time off for Antenatal Appointments Policy. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave (Birth) Policy.

41.1.3 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

### **41.2 Personnel responsible for implementing this policy**

41.2.1 Our Trust Board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to line management.

41.2.2 Head Teachers/Line Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

### **41.3 Entitlement to maternity leave**

41.3.1 All members of staff s are entitled to up to 52 weeks' maternity leave which is divided into:

- Ordinary maternity leave of 26 weeks (OML).
- Additional maternity leave of a further 26 weeks immediately following OML (AML).

### **41.4 Notification of pregnancy**

41.4.1 You should inform us as soon as possible that you are pregnant by completing the Maternity Notification form. This is important as there may be health and safety considerations.

41.4.2 Before the end of the fifteenth week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, you must tell us:

- That you are pregnant;
- The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- The date on which you would like to start your maternity leave (Intended Start Date).
- You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

41.4.3 The Head Teacher must respond to this notification within 28 days. This must be in writing setting out the date on which she is expected to return to work, should she have chosen to take her full entitlement of maternity leave.

41.4.4 The Head Teacher must inform their payroll provider when the leave is due to start by completing maternity notification form with a copy of the MATB1 form. The Head Teacher should also state if the member of staff is intending to return to work or not.

41.4.5 The Head Teacher must inform their payroll provider of any changes to the initial maternity notification.

41.4.6 Although notification timescales are legislative it is asked that the member of staff informs the Head Teacher as soon as practicable to ensure sufficient time to consider staffing and other pupil related changes.

#### **41.5 Sickness**

41.5.1 Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme.

41.5.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness related records and will be disregarded in any future employment-related decisions.

41.5.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

41.5.4 Head Teachers are advised to contact the member of staff to clarify their position and where appropriate, ask the member of staff to obtain a medical certificate. In the case of a dispute occurring, please contact Human Resources who will seek clarification from the Trust's Occupational Health provider.

#### **41.6 Health and safety**

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

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

41.6.2 The risk assessment should consider the following, and measures should be determined to reduce the risk:

- expectant mothers.
- members of staff who have recently given birth.
- breast feeding mothers.

41.6.3 If the assessment does reveal a risk, the risk assessor and/or the Head Teacher should inform female members of staff about the potential risks if they are, or could in the future be pregnant or breastfeeding.

41.6.4 They should also explain what they would do to make sure that new and expectant mothers are not exposed to the risks that could cause them harm.

41.6.5 At the point at which a member of staff informs her Head Teacher of her pregnancy, or when it otherwise becomes clear that the member of staff is pregnant, those measures identified to eliminate or control the risk to her must be implemented.

## **41.7 Avoiding Risks and Hazards in the Workplace**

- 41.7.1 In all cases the Head Teacher, in consultation with the risk assessor should consider removing the hazard or seek to prevent exposure to the risk.
- 41.7.2 Where this is not feasible the risk should be controlled.
- 41.7.3 If there is still a significant risk at work to the safety or health of a new or expectant mother then the Head Teacher must take the following steps to remove her from the risk:
- temporarily adjust her working conditions and/or hours of work.
- 41.7.4 If it is not reasonable to do so, or would not avoid the risk, then:
- redeploy the member of staff on existing terms and conditions within the establishment. If this is not possible, consideration should be given to redeployment to another area of work. Contact Human Resources for advice.
- 41.7.5 If the steps above are not appropriate, it may become necessary to grant paid leave of absence to the member of staff. This leave of absence can apply before and after maternity leave. In such cases, maternity leave is activated at the 4th week before the EWC.

## **41.8 Starting maternity leave**

- 41.8.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 41.8.2 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 41.8.3 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 41.8.4 Your maternity leave will start on the earliest of:
- Your Intended Start Date (if notified to us in accordance with this policy).
  - The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
  - The day after you give birth. If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 41.8.5 Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 41.8.6 The law prohibits you from working during the two weeks following childbirth.
- 41.8.7 In the case of the baby dying soon after birth or if the member of staff has a stillbirth/miscarriage or termination after the start of the 24th week of pregnancy, the member of staff will have the same rights to pay and leave and protection from discrimination or dismissal as if the baby had been born alive. Prior to the 24th week of pregnancy, there is no right to maternity leave or pay and the Trust's normal sickness procedures will apply.

## **41.9 Maternity pay**

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

- a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.
- f) Not undertake any paid work, even casual work, other than 'keeping in touch days' and
- g) Not be in legal custody at any time.

The Head Teacher must inform the member of staff before maternity leave commences that if points (f) and (g) above occur it will result in SMP ceasing.

### **41.9.2 SMP is calculated as follows:**

41.9.2.1 First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period.

41.9.2.2 Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.

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

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

- The week following the week in which employment ends; or
- The eleventh week before the expected week of childbirth.

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

41.9.6 Entitlement to Occupational Maternity Pay (OMP) is determined by length of service at the 11th week (Qualifying Week) before the Expected Week of Childbirth. This is a weekly benefit that can be commenced on any day of the week.

41.9.7 All members of staff entitled to receive Occupational Maternity Pay must sign a declaration (see Maternity Leave Form, to state that in the event she does not return to work for a period of at least 3 months, she will repay the non-statutory element of her maternity pay, i.e. the 12 weeks at half pay.

41.9.8 Members of staff on temporary or fixed term contracts will only have statutory maternity rights for as long as they remain members of staff. However, once a member of staff has qualified for SMP (by having 26 weeks service by the end of the 15th week before the EWC), she will be entitled to SMP if she subsequently resigns or is dismissed. Therefore, a temporary or fixed term member of staff, whose employment comes to an end will lose their entitlement to occupational maternity pay but will retain the right to statutory maternity pay, if they had qualified for it.

#### 41.9.9 **Terms and conditions during OML and AML**

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

- Benefits in kind shall continue;
- Annual leave entitlement under your contract shall continue to accrue; and
- Pension benefits shall continue.

#### 41.9.10 **Annual leave**

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

41.9.10.2 Our holiday year runs from 1 September to 31 August. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

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

#### 41.9.11 **Pensions**

41.9.11.1 Pension deductions will automatically be deducted from both Occupational and Statutory Maternity Pay. Once maternity pay is exhausted, pension deductions will stop. This is applicable to both members of the Local Government Pension Scheme (LGPS) and the Teachers' Pension Scheme (TPS).

41.9.11.2 For members of the LGPS, member of staff s may elect to pay contributions for any unpaid periods of leave. Members of staff who wish to purchase the amount of lost pension and make the election within 30 days of returning to work then the cost of the Additional Pension Contribution (APC) is split between the member of staff and employer. The employer will pay 2/3rds of the cost, this is known as a Shared Cost Additional Pension Contribution (SCAPC). Members of staff can obtain a quote and print off an application form to buy lost pension at [www.lgps2014.org](http://www.lgps2014.org).

41.9.11.3 If the member of staff chooses to pay back pension contributions, they will need to forward the application form to buy lost pension to their payroll provider who will make the

appropriate deductions and will forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

41.9.11.4 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes.

41.9.11.5 If the member of staff does not return to work then they will be regarded as having left the Local Government Pension Scheme / Teachers Pension Scheme on the date that pay ceased, unless for LGPS members the member of staff has agreed to pay for the period up to the actual leave date.

#### 41.9.12 **Keeping in touch**

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

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

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

#### 41.9.13 **Returning to work**

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

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

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example if you have made a request to work part-time).

41.9.13.3 Members of staff do not need to give advance notice if they are intending to return to work immediately after the period of Ordinary Maternity Leave and Additional Maternity Leave (52 weeks). However, if a member of staff wishes to return to work before the end of this period, she must inform her Head Teacher in writing at least 21 days before her intended return date.

41.9.13.4 If the member of staff fails to give the appropriate notice the Head Teacher may postpone her return for up to 21 days as long as this does not exceed the 52-week period.

41.9.13.5 If a member of staff does not fulfil their obligation to return to work at the end of her maternity leave on either a full or part time basis for a period of at least 3 months, she will be required to refund any non-statutory maternity pay that they may have received (12 weeks at half pay). If a member of staff returns to work on less hours than they worked before the start of their maternity leave, they will not have to repay occupational maternity pay, as long as they work for at least 3 months from the date of their return.

41.9.13.6 If there are extenuating circumstances as to why the member of staff has not returned to work for the specified period, an amount less than 100% of the 12 weeks half pay may be recovered. In such a case, the Head Teacher should consult with Human Resources.

41.9.13.7 IN ALL CASES Payroll Services must be notified via email of the member of staff's return to work date.

#### 41.9.14 **Changing your return date**

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

41.9.14.2 If you wish to return later than the Expected Return Date, you should either:

- Request unpaid parental leave, giving us as much notice as possible but not less than 28 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

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

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

41.9.15.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

41.9.15.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

41.9.15.3 This does not affect your right to receive SMP.

#### 41.9.16 **Your rights when you return**

41.9.16.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

41.9.16.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

#### 41.9.17 **Flexible working**

41.9.17.1 We will deal with any requests by members of staff to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute

right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

#### **41.9.18 Breastfeeding Mothers**

41.9.18.1 Where possible the Trust will make a room available for breastfeeding mothers to express milk. These special arrangements must be made with the Head Teacher or other nominated person.

### **42 Paternity Leave Policy**

42.1.1 This policy outlines members of staff entitlement to paternity leave and sets out the arrangements for taking it.

42.1.2 You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

42.1.3 This policy does not form part of any members of staff contract of employment and we may amend it at any time.

42.1.4 Arrangements for time off to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

42.1.5 Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.

42.1.6 In some cases, you may be eligible to opt into the shared parental leave scheme which gives you and your Partner more flexibility to share the leave and pay available in the first year. Details are set out in our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

#### **42.2 Frequently used terms**

42.2.1 The definitions in this paragraph apply in this policy.

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

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

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

#### **42.3 Personnel responsible for this policy**

42.3.1 Our Head Teacher/Trust Board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

42.3.2 Line Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

#### **42.4 Entitlement to paternity leave**

42.4.1 Paternity leave is available to members of staff of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

- a) On the birth of a child, where either:
  - i. You are the biological father and expect to have some responsibility for the child's upbringing; or
  - ii. You are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
- b) On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
- c) Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
- d) Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

42.4.2 In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.

42.4.3 You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

#### **42.5 Timing and length of paternity leave**

42.5.1 Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

42.5.2 Paternity leave can start on the date of the child's birth or adoption placement, or a later date of your choosing. However, it must end within 56 days (8 weeks) of birth or placement or within 56 days of the first day of the Expected Week of Childbirth (if the child was born early).

#### **42.6 Notification**

42.6.1 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:

- The Expected Week of Childbirth or the Expected Placement Date;
- The date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and
- Whether you intend to take one week or two weeks' leave.

42.6.2 We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.

#### **42.7 Changing leave dates or cancelling leave**

42.7.1 You may vary the start date of your paternity leave if you give notice as follows:

- If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
- If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
- If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.

42.7.2 If you are unable to give us 28 days' written notice as set out above, you should do so as soon as you can.

#### **42.8 Paternity pay**

42.8.1 In this paragraph, Relevant Period means the eight-week period ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner were notified of being matched with the child.

42.8.2 If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

42.8.3 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact the Human Resources Department.

42.8.4 Both parents are entitled to unpaid parental leave, so, if both parents are employed by the Trust, they are entitled to 18 weeks each.

#### **42.9 Terms and conditions during paternity leave**

42.9.1 All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:

- Benefits in kind shall continue.
- Annual leave entitlement under your contract shall continue to accrue.
- Pension benefits shall continue

#### **42.10 Annual leave**

42.10.1 Annual leave will accrue during paternity leave at the rate provided under your contract.

42.10.2 Our holiday year runs from 1 September to 31 August. If you are taking a period of paternity leave that will continue into the next holiday year, any holiday entitlement for the year that is not taken before starting your paternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

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

#### **42.11 Pensions**

42.11.1 For members of the LGPS, pension contributions will **not** be made during any period of unpaid leave. Members of staff may elect to purchase the amount of pension lost during that period of absence, known as Additional Pension Contributions (APC). Where a member of staff makes an election to pay APCs to purchase the amount of pension lost **within 30 days** of returning to work, the cost will be split between the member of staff and employer. Members of staff can obtain a quote and print off an application form to buy **lost** pension at [www.lgps2014.org](http://www.lgps2014.org).

42.11.2 If the member of staff chooses to pay back pension contributions, they must forward the application form to buy lost pension to their payroll provider or employer who will make the appropriate deductions and forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

42.11.3 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not, therefore, be made during the period of unpaid leave.

#### **42.12 Returning to work**

42.12.1 You are normally entitled to return to work after paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as if you not been absent.

42.12.2 However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

42.12.3 If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave (Birth) Policy or Shared Parental Leave (Adoption) Policy for information about rights on return to work.

### **43 Adoption Policy**

**43.1** This policy sets out the arrangements for adoption leave and pay for members of staff who are:

- Adopting a child through a UK adoption agency.
- Fostering a child with a view to possible adoption.
- Having a child through a surrogate mother.

**43.2** Arrangements for time off to attend adoption appointments are set out in our Time off for Adoption Appointments Policy.

**43.3** In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave (Adoption) Policy.

**43.4** This policy only applies to members of staff. It does not apply to agency workers or self-employed contractors. It does not form part of any member of staff's contract of employment and we may amend it at any time.

### **43.5 Personnel responsible for implementing the policy**

43.5.1 Our Head Teacher/Trust Board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

43.5.2 Line managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

### **43.6 Entitlement to adoption leave**

43.6.1 In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:

- You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
- The adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the date the child is expected to be placed into your care (Expected Placement Date).
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

43.6.2 If you are adopting through an overseas adoption agency see paragraph 43.9 below.

43.6.3 In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

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

43.6.4 Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you will not be entitled to adoption leave but you may be entitled to paternity leave (see our Paternity Leave Policy) and/or shared parental leave (see our Shared Parental Leave (Adoption) Policy).

43.6.5 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

### **43.7 Notification requirements: adoption cases**

43.7.1 Not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

43.7.2 We will then write to you within 28 days to inform you of the date you would be due to return to work (your **Expected Return Date**) assuming you take your full entitlement to adoption leave.

43.7.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

#### **43.8 Notification requirements: surrogacy cases**

43.8.1 In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable.

43.8.2 We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave.

43.8.3 When the child is born you must tell us the date of birth.

#### **43.9 Overseas adoptions**

43.9.1 If you are adopting a child from overseas, the requirements set out in this policy are varied as follows. You must give us notice in writing of:

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

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

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

You must also notify us of the actual date the child arrives in Great Britain within 28 days of that date. We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

#### **43.10 Starting adoption leave**

43.10.1 In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

43.10.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.

43.10.3 In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

43.10.4 Shortly before your adoption leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

**43.11 Adoption pay**

43.11.1 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- You have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week;
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government; and
- You have given us the relevant notifications

43.11.2 There is no entitlement to SAP in the following circumstances –

- In a week in which the person receives statutory sick pay
- Following the death of the person claiming SAP
- When the person claiming pay is detained in custody or in prison following sentencing.

43.11.3 The Head Teacher must inform the member of staff before their Adoption Leave commences that if any of the above occurs it will result in Statutory Adoption Pay ceasing.

43.11.4 The Occupational and Statutory Adoption Pay schemes apply as detailed in the chart below:

|                                                                                                                                    | Full pay                          | Half pay | SAP      |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------|----------|
| Members of staff with more than one year’s continuous Local Government Service and less than 26 weeks with their current employer* |                                   |          |          |
| Support staff                                                                                                                      | 6 weeks @ 90%                     | 12 weeks | No       |
| Teachers                                                                                                                           | 4 weeks @ 100% then 2 weeks @ 90% | 12 weeks | No       |
| Members of staff with more than one year’s continuous Local Government service and more than 26 weeks with their current employer* |                                   |          |          |
| Support staff                                                                                                                      | 6 weeks @ 90%                     | 12 weeks | 21 weeks |
| Teachers                                                                                                                           | 4 weeks @ 100% then 2 weeks @ 90% | 12 weeks | 21 weeks |

\*Ending with the week in which they were informed of being matched with a child for adoption or the 15th week before the expected week of birth for Parental Order Parents.

43.11.5 SAP is calculated as follows:

- a) First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.

b) Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.

43.11.6 SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.

43.11.7 If you leave employment for any reason (for example, if you resign or are made redundant) you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:

- 14 days before the Expected Placement Date; or
- The day after your employment ends, whichever is the later.

#### **43.12 Terms and conditions during adoption leave**

43.12.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

- Benefits in kind shall continue;
- Annual leave entitlement under your contract shall continue to accrue; and
- Pension benefits shall continue.

#### **43.13 Annual leave**

43.13.1 Annual leave will accrue at the rate provided under your contract.

43.13.2 Our holiday year runs from 1 September to 31 August. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work.

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

#### **43.14 Pensions**

43.14.1 During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Human Resources Department.

43.14.2 During unpaid AAL we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

#### **43.15 Disrupted adoption**

43.15.1 In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:

- You are notified that the placement will not take place;
- The child is returned to the adoption agency after placement; or
- The child dies after placement.

- 43.15.2 In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.
- 43.15.3 In the event of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave or pay would have ended earlier in the normal course of events.

#### **43.16 Keeping in touch**

- 43.16.1 We may make reasonable contact with you from time to time during your adoption leave.
- 43.16.2 You may work (including attending training) on up to ten days (Keeping in Touch Days) during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with your line manager or Human Resources.
- 43.16.3 You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement.
- 43.16.4 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:
- Updating you on any changes that have occurred during your absence;
  - Any training needs you might have; and
  - Any changes to working arrangements (for example, if you have made a request to work part time).

#### **43.17 Returning to work**

- 43.17.1 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.
- 43.17.2 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.
- 43.17.3 If you wish to return later than the Expected Return Date, you should either:
- 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
  - Request paid annual leave in accordance with your contract, which will be at our discretion.
- 43.17.4 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
- 43.17.5 In any other case, late return will be treated as unauthorised absence.
- 43.17.6 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined

your adoption leave with more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

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

43.18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

43.18.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

43.18.3 This does not affect your right to receive SAP.

#### **43.19 Flexible working**

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

### **44 Shared Parental Leave (Birth) Policy**

44.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.

44.2 This policy applies to members of staff. It does not apply to agency workers or self-employed contractors.

44.3 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

#### **44.4 Frequently used terms**

The definitions in this paragraph apply in this policy.

44.4.1 Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

44.4.2 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).

44.4.3 Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

44.4.4 Qualifying Week: the fifteenth week before the EWC.

#### **44.5 What is shared parental leave?**

44.5.1 Shared parental leave (SPL) is a form of leave that allows parents to share the care of your child after birth.

44.5.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

#### **44.6 Entitlement to SPL**

44.6.1 You are entitled to SPL in relation to the birth of a child if:

- You are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- You are the child's father and share the main responsibility for the care of the child with the child's mother; or
- 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).

44.6.2 The following conditions must also be fulfilled:

- You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- The other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- You and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

44.6.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

44.6.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

44.6.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

#### **44.7 Opting in to shared parental leave and pay**

44.7.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- Your name and the name of the other parent;
- If you are the child's mother, the start and end dates of your maternity leave;
- If you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- The total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- How many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- How many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- 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; and
- Declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

#### **44.8 Ending your maternity leave**

- 44.8.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 44.8.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 44.8.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 44.8.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
- If you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - 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
  - If the other parent has died.

#### **44.9 Ending your partner's maternity leave or pay**

- 44.9.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- Returned to work;
- Given her employer a curtailment notice to end her maternity leave;
- Given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- Given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

#### **44.10 Booking your SPL dates**

- 44.10.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 44.10.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 44.10.3 Leave must be taken in blocks of at least one week.
- 44.10.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 44.10.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.
- 44.10.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

#### **44.11 Procedure for requesting split periods of SPL**

- 44.11.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 44.11.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
- 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
  - Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

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

- 44.12.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 44.12.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 44.12.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 44.12.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see Paragraph 44.7.1 which set out how much notice is required.
- 44.12.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see Paragraph 44.7.1 which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in Paragraph 44.7.1.
- 44.12.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- It is a result of your child being born earlier or later than the EWC;
  - You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under Paragraph 44.11.2.
  - It is at our request; or
  - We agree otherwise.

#### **44.13 Premature birth**

- 44.13.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:
- If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
  - If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

#### **44.14 Shared parental pay**

- 44.14.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 44.14.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

#### **44.15 Other terms during shared parental leave**

- 44.15.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 44.15.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 44.15.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any member of staff contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

#### **44.16 Keeping in touch**

- 44.16.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 44.16.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 44.16.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

#### **44.17 Returning to work**

- 44.17.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 44.17.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 44.17.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- If your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - If you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

## **45 Shared Parental Leave (Adoption) Policy**

45.1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.

45.1.2 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

45.1.3 Frequently used terms. The definitions in this paragraph apply in this policy.

45.1.4 Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

45.1.5 Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

### **45.2 What is shared parental leave?**

45.2.1 Shared parental leave (SPL) is a form of leave that allows you to share the care of your child immediately after adoption.

45.2.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after your child is placed with you for adoption than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### **45.3 Entitlement**

45.3.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.

45.3.2 The following conditions must be fulfilled:

- You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- Your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- You and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

- 45.3.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- 45.3.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.
- 45.3.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave)

#### **45.4 Opting in to shared parental leave and pay**

- 45.4.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:
- a) Your name and your partner's name;
  - b) If you are taking adoption leave, your adoption leave start and end dates;
  - c) If you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
  - d) The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
  - e) How many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
  - f) If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
  - g) How many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
  - h) 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; and
  - i) Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

#### **45.5 Ending your adoption leave**

- 45.5.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 45.5.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 45.5.3 If your partner is eligible to take SPL from their employer, they cannot start it until you have given us your curtailment notice.
- 45.5.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- If you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- If your partner has died.

45.5.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

#### **45.6 Ending your partner's adoption leave or pay**

45.6.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- Returned to work;
- Given their employer a curtailment notice to end adoption leave; or
- Given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

#### **45.7 Booking your SPL dates**

45.7.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

45.7.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

45.7.3 Leave must be taken in blocks of at least one week.

45.7.4 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

45.7.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

45.7.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

#### **45.8 Procedure for requesting split periods of SPL**

45.8.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

45.8.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of

requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- 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
- Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

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

45.9.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

45.9.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

45.9.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

45.9.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 45.9.1, 45.11.11 and paragraph 45.11.3 which set out how much notice is required.

45.9.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 45.9.1, 45.11.11 and paragraph 45.11.3 which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 45.10.

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

- The variation is a result of the child being placed with you earlier or later than the expected placement date;
- You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 45.7.2.
- The variation is at our request; or
- We agree otherwise.

#### **45.10 Shared parental pay**

45.10.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

45.10.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

#### **45.11 Other terms during shared parental leave**

- 45.11.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 45.11.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 45.11.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any member of staff contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

#### **45.12 Keeping in touch**

- 45.12.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 45.12.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 45.12.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

#### **45.13 Returning to work**

- 45.13.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 45.13.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.
- 45.13.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- If your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - If you took SPL consecutively with more than four weeks of ordinary parental leave.
- 45.13.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

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

## **46 Parental Leave Policy**

46.1.1 The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

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

46.1.3 This policy applies to members of staff. It does not apply to agency workers or self-employed contractors.

46.1.4 You will not be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy

46.1.5 This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

### **46.2 Personnel responsible for implementing this policy**

46.2.1 Our Head Teacher/Trust Board has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Human Resources Department.

Line managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

### **46.3 Entitlement to parental leave**

46.3.1 Members of staff who meet the criteria set out below are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible.

46.3.2 To take a period of parental leave in relation to a child, you must:

- Have at least one year's continuous employment;
- Have or expect to have responsibility for the child; and
- Be taking the leave to spend time with or otherwise care for the child.

46.3.3 You have responsibility for a child if you:

- Are the child's biological mother or father (whether or not you are living with the child);
- Are the child's adoptive parent; or
- Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.

46.3.4 Any parental leave taken while working for another employer counts towards the 18-week entitlement. If you have taken parental leave during previous or concurrent employment, you should provide details to your line manager.

- 46.3.5 All members of staff wishing to apply for parental leave must initially complete two forms:
- i) Declaration Form, this registers all initial details of the child/children concerned. If the child has not yet been born/placed for adoption then this form should be completed and forwarded to the Head Teacher immediately after the birth/placement.
  - (ii) A Parental Leave form, must be completed each time leave is requested. At least 21 days' notice should be given of the commencement of the leave. If not already provided, a copy of the child's birth certificate, mothers MATB1 form or child's adoption certificate/papers should be attached to this form. Where the child has a disability evidence should also be provided, e.g. disability living allowance.
- 46.3.6 The Head Teacher will complete the appropriate section on the special leave form and inform the member of staff of the decision in writing within 7 days of the request for leave.
- 46.3.7 If parental leave is postponed due to exigencies of the Trust/Trust, the reasons must be included in the letter to the member of staff with a suggested/agreed new start date.
- 46.3.8 When parental leave is authorised, details must be forwarded to the payroll provider to ensure any salary payments are stopped.
- 46.3.9 A record should be kept by the Head Teacher of all parental leave taken.
- 46.3.10 In the event of a member of staff leaving the Trust/Trust details of leave taken may be requested by a new employer. Parental leave applies to each child not to an individual's job.
- 46.3.11 Any deliberate misuse of the parental leave provision will be considered to be a disciplinary matter and will be subject to the appropriate disciplinary procedures.

#### **46.4 Taking parental leave**

- 46.4.1 You can take parental leave before the child's 18th birthday.
- 46.4.2 You may not take more than four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.
- 46.4.3 Parental leave must be taken in blocks of a whole week or a whole number of weeks, unless the leave is to be taken in respect of a disabled child.
- 46.4.4 For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance or personal independence payment.

#### **46.5 Notification requirements**

- 46.5.1 You must give your line manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:
- If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (**EWC**). The notice must specify the EWC and the duration of the period of leave required.
  - If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (**EWP**). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.

46.5.2 In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

46.5.3 If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your line manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

#### **46.6 Evidence of entitlement**

46.6.1 Before you take a period of parental leave under this policy, we may ask to see evidence of:

- Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
- The child's date of birth or date of adoption placement.

46.6.2 For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line manager.

#### **46.7 Our right to postpone parental leave**

46.7.1 Although we will always try to accommodate your request for parental leave, we might postpone a requested period of parental leave for up to six months where the requested leave would unduly disrupt our business, for example, where:

- You wish to take parental leave during a peak period;
- A number of staff wish to take leave at the same time;
- Your work at that time is of importance to a time-critical project; or
- Cover for your work cannot be found before the date on which your parental leave is due to start.

46.7.2 If we need to postpone your request for parental leave, we will consult with you about alternative dates. We will notify you in writing of the reason for postponement and the new start and end dates for your parental leave, no more than seven days after receipt of your request for leave.

46.7.3 We will not postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

46.7.4 We will not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

#### **46.8 Terms and conditions during parental leave**

46.8.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

46.8.2 However, during parental leave you are entitled to benefit from any terms and conditions in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.

46.8.3 During parental leave you will remain bound by your obligation of good faith towards us, any contractual terms relating to the giving of notice, and any contractual restrictions on the

disclosure of confidential information, the acceptance of gifts and benefits, or participation in another business (for example, by working for a third party).

## **46.9 Pensions**

46.9.1 For members of the LGPS, pension contributions will **not** be made during any period of unpaid leave. Members of staff may elect to purchase the amount of pension lost during that period of absence, known as Additional Pension Contributions (APC). Where a member of staff makes an election to pay APCs to purchase the amount of pension lost **within 30 days** of returning to work, the cost will be split between the member of staff and employer. Members of staff can obtain a quote and print off an application form to buy **lost** pension at [www.lgps2014.org](http://www.lgps2014.org).

46.9.2 If the member of staff chooses to pay back pension contributions, they must forward the application form to buy lost pension to their payroll provider or employer who will make the appropriate deductions and forward to the Pensions Section for record to be updated. If the member of staff chooses not to pay back the pension contributions, then the unpaid service will not count for pension purposes.

46.9.3 For members of the Teachers' Pension Scheme any period of unpaid leave will not count towards reckonable service for pension purposes. Pension contributions will not, therefore, be made during the period of unpaid leave.

## **46.10 Returning to work**

46.10.1 You are normally entitled to return to work following parental leave 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.

46.10.2 However, where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave, it might not be possible in some cases for you to return to the same job. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.

46.10.3 We will deal with any requests by members of staff to change their working patterns (such as working part-time) after parental 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 our business. It is helpful if flexible working requests are made as early as possible.

## **47 Teacher Appraisal and Capability**

### **47.1 Confidentiality**

47.1.1 The appraisal and capability processes will be treated with confidentiality; however, the desire for confidentiality does not override the need for the Head Teacher and Trust Board to quality-assure the operation and effectiveness of the appraisal system.

47.1.2 This will be achieved by the Head Teacher and Trust Board:

- Reviewing all teachers' objectives and appraisal records for consistency.
- Remaining informed of any pay recommendations that have been made.

## **47.2 Consistency of treatment and fairness**

47.2.1 The Head Teacher/Trust Board is committed to ensuring consistency of treatment and fairness. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for teachers with disabilities. The Head Teacher is aware of the guidance on the Equality Act 2010 issued by the DfE.

## **47.3 Delegation**

47.3.1 Normal rules apply in respect of the delegation of functions by the Head Teacher/Trust Board.

## **47.4 Grievances**

47.4.1 Where a teacher raises a grievance during the capability procedure, the procedure may be temporarily suspended in order to deal with the grievance. Where the grievance and capability cases are related it may be appropriate to deal with both issues concurrently.

47.4.2 Grievances should be handled in accordance with the Trust's Grievance Policy.

## **47.5 Sickness**

47.5.1 If long-term sickness absence appears to have been triggered by the commencement of monitoring or a formal capability procedure, the case will be dealt with in accordance with the Trust's Staff Leave of Absence Policy. The case will be referred immediately to the occupational health service, to assess the teacher's health and fitness for continued employment. Additionally, the suitability of continued monitoring or formal procedures will be evaluated in relation to the teacher's health. In some cases, it may be appropriate for monitoring and/or formal procedures to continue during a period of sickness absence.

## **47.6 Performance appraisal**

47.6.1 Appraisal at this Trust will be supportive, and the developmental process is designed to ensure that all teachers have, or fully develop, the skills and access to support they need to carry out their role effectively – it will help to ensure that teachers are able to continue to improve their professional practice and to develop as teachers.

47.6.2 Appraisal outcomes will be used to inform pay progression decisions.

## **47.7 The appraisal period**

47.7.1 The appraisal period runs annually.

47.7.2 Teachers who are employed on a fixed-term contract of less than one year will have their performance managed in accordance with the principles underpinning this policy. The length of the period will be determined by the duration of their contract.

## **47.8 Appointing appraisers**

47.8.1 The Head Teacher will be appraised by a panel of the Trust Board, supported by a suitably skilled and/or experienced external adviser who has been appointed by the Trust Board for that purpose.

- 47.8.2 If the Head Teacher has any concerns with a Trustee(s) on the panel, this should be discussed with the Chair of the Trust Board in the first instance with the aim being to resolve the issue informally. If this cannot be resolved informally, the Head Teacher should confirm in writing stating the reason(s) to the Chair of the Trust Board who may seek further advice from, if possible, Human Resources.
- 47.8.3 The Head Teacher will decide who will appraise other teachers. All appraisers appointed by the Head Teacher will be qualified teachers and will have current and recent teaching experience. They will also have an appropriate role on the staffing structure together with the necessary knowledge, skills and training to undertake the role.
- 47.8.4 Where it becomes apparent that the appraiser appointed by the Head Teacher will be absent for the majority of the appraisal cycle, the Head Teacher may perform those duties herself/himself or delegate those duties to another appropriate teacher for the duration of that absence/current appraisal cycle.
- 47.8.5 Where a teacher is experiencing difficulties and the Head Teacher is not the appraiser, the Head Teacher or a member of the leadership team may undertake the role of the appraiser.

#### **47.9 Setting objectives**

- 47.9.1 The Head Teacher's objectives will be set by the Trust Board after consultation with the external adviser who has been appointed by the Trust Board for that purpose, taking into account the Head Teacher's work-life balance.
- 47.9.2 Teachers' work-life balance will be taken into consideration when objectives are set.
- 47.9.3 Teachers' objectives will take into account the length of their contract to ensure objectives are realistic and fair. Teachers will be informed by the Head Teacher of the standards against which their performance in the set appraisal period will be assessed. The standards used in relation to appraisal are the ['Teachers' Standards'](#).
- 47.9.4 Objectives for each teacher will be set before, or as soon as practicable after, the start of each appraisal period and for Head Teachers, objectives will be set before or as soon as practical after the start of each appraisal period.
- 47.9.5 A minimum of three objectives will be set, although this may be more depending on the nature of the job. The objectives set for each teacher will be specific, measurable, achievable, realistic and time-bound, and will be appropriate to the teacher's role and level of experience. The objectives will also take account of the teacher's professional aspirations and any relevant pay progression criteria and work/life balance for members of staff.
- 47.9.6 Objectives and performance management discussions will not be based on teacher generated data and predictions, or entirely on assessment data for a single group of pupils.
- 47.9.7 Objectives may be set in relation to robust assessment data, but these will not be used in isolation and additional factors will always be considered when making pay progression decisions.
- 47.9.8 The appraiser and teacher will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. If concerns are raised then they should be noted within the appraisal documentation and raised with the Head Teacher by the appraiser.

47.9.9 Objectives may be revised if circumstances change.

#### **47.10 Observation**

47.10.1 This Trust believes that observation of classroom practice and other responsibilities is important, both in assessing teachers' performance to identify any particular strengths and areas for development they may have, and for gaining useful information which could inform improvement more generally. Observation can also enable teachers to learn from each other and collaborate.

47.10.2 The following guidelines will be adhered to:

- Teachers' performance will be regularly observed but the amount and type of classroom observations will depend on the individual circumstances of the teacher and the overall needs of the Trust. However, the number of official observations will not exceed three sessions each year
- Teachers (including Head Teachers) whose posts have responsibilities outside of the classroom should also expect to have their performance of those responsibilities observed and assessed.
- In addition to formal observations, Head Teachers and other leaders with responsibility for teaching standards may 'drop in' in order to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained. In any event, the length and frequency of 'drop in' observations will vary depending on the specific circumstances.
- Observations will not exceed one hour per session
- The focus and timing of annual observation sessions will be agreed in consultation with the teacher
- Observations will be supportive and conducted with professionalism, integrity and courtesy
- Observations will be conducted objectively
- Observation reports will be accurate and fair
- The confidentiality of the information in the report will be respected
- Observations will not add to teachers' overall workload.

47.10.3 The Head Teacher/Trust Board will determine whether teaching staff can refuse to share their lesson plans during observations – this decision will be communicated to all teaching staff and their appraisers.

47.10.4 Classroom observation will be carried out by those with QTS. This will usually be a member of the Senior Leadership Team. There may be other leaders that as part of their development shadow the observer. It is advised that should 'shadowing' be considered then this is discussed beforehand with the teacher being observed.

#### **47.11 Evidence**

47.11.1 The range and level of evidence collected for the purposes of appraisal and pay determination will always be proportionate and the impact on workload will be minimal.

#### **47.12 Development and support**

47.12.1 Appraisal is a supportive process which will be used to inform CPD. The Trust encourages a culture in which all teachers take responsibility for improving their teaching through appropriate professional development.

47.12.2 Professional development will be linked to improvement priorities and to the ongoing professional development needs and priorities of individual teachers.

#### **47.13 Feedback**

47.13.1 Teachers will receive constructive feedback on their performance throughout the year. Following observations, verbal feedback should be provided by the end of the working day. Followed by further discussion, if required, then written feedback within five working days.

47.13.2 Feedback will highlight particular areas of strength as well as any areas that require attention.

47.13.3 Teachers will also receive an assessment of their professional development requirements and any action that should be taken to address them.

47.13.4 Where there are concerns about any aspects of the teacher's performance, the appraiser will meet the teacher formally to implement a support plan which covers the following:

- Give clear feedback to the teacher about the nature and seriousness of the concerns.
- Give the teacher an opportunity to comment and discuss the concerns.
- Agree any support that will be provided to help address those specific concerns, including but not limited to, coaching, mentoring, structured observations.
- Make clear how and by when, the appraiser will review progress.
- Explain that the support plan will be put in place for up to 4 weeks.
- Explain the implications and process if no or insufficient improvement is made, for example, the impact on pay progression and the potential for movement into formal capability proceedings.
- Set clear objectives to be met to achieve the required improvement.

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

#### **47.14 Transition to capability**

47.14.1 If the appraiser, supported by the Head Teacher, is not satisfied with the teacher's progress made during the support plan, the teacher will receive written notification that their performance will be managed under the capability procedure instead of the appraisal system and will be invited to a formal capability meeting. The capability procedures will be conducted in accordance with paragraph 47.4 of this policy.

#### **47.15 Annual assessment**

47.15.1 Each teacher's performance will be formally assessed in respect of each appraisal period. In assessing the performance of the Head Teacher, the panel from the Trust Board will consult the external adviser.

47.15.2 This assessment is the end point to the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year in interim meetings which will take place six monthly. Therefore, there should be no surprises during a formal appraisal meeting. There will be other meetings that take place such as pupil progress meeting or particular development meetings specific to Trust improvement requirements from Ofsted.

47.15.3 The teacher will as soon as practicable following the end of each appraisal period ideally within five working days, receive and have the opportunity to comment on a written appraisal report (this may be written in hard copy format or made available online). In this Trust, teachers will receive their appraisal reports as soon as possible and the Head Teacher by as soon as possible. The appraisal report will include:

- Details of the teacher's objectives for the appraisal period in question.
- An assessment of the teacher's performance of their role and their responsibilities against their objectives and the relevant standards.
- An assessment of the teacher's professional development needs and identification of any action that should be taken to address them.
- A recommendation on pay where that is relevant based on performance (pay recommendations need to be made by DATE for Head Teachers and DATE for teachers). The Head Teacher should be aware of any pay recommendation that is made.
- Any other information the appraiser deems appropriate.

47.15.4 The assessment of performance and of professional development needs will inform the planning process for the following appraisal period.

47.15.5 At the end of the appraisal period, assessment against an objective will be on the basis of the criteria set at the beginning of the cycle. Good progress towards the achievement of a challenging objective, even if the objective has not been met in full, will be assessed favourably.

47.15.6 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

#### **47.16 Capability procedure**

47.16.1 This procedure applies only to teachers whose performance raises serious concerns that the appraisal process has been unable to address.

47.16.2 At least five working days' notice will be given of the formal capability meeting. The notification will contain sufficient information about performance-related concerns and their possible consequences to enable the teacher to prepare a defence for the formal capability meeting.

47.16.3 Teachers are entitled to request an alternative date which is within five days of the original date.

47.16.4 The notice will also contain copies of any written evidence, the details of the time and place of the meeting, and will advise the teacher of their right to be accompanied by a companion, who may be a colleague, a trade union official, or a trade union representative who has been certified by their union as being competent.

#### **47.17 Formal capability meeting**

47.17.1 This meeting is intended to establish the facts. It will be conducted by the Chair of the Trust Board (for Head Teacher capability meetings) or Head Teacher (for other teachers). The meeting allows the teacher to respond to concerns about their performance and to make

any relevant representations. This may provide new information or a different context to the information or evidence already collected.

47.17.2 The person conducting the meeting may conclude that there are insufficient grounds for pursuing the capability issue and that it would be more appropriate to continue to address the remaining concerns through the appraisal process. In such cases, the capability procedure will come to an end.

47.17.3 The person conducting the meeting may also adjourn the meeting if they decide that further investigation is needed, or more time is needed to consider additional information.

47.17.4 In other cases, the meeting will continue. During the meeting, or any other meeting which could lead to a formal warning being issued, the person conducting the meeting will:

- Identify the professional shortcomings of the teacher.
- Give clear guidance on the improved standard of performance needed to ensure that that the teacher can be removed from formal capability procedures.
- Explain any support that will be available to help the teacher to improve their performance.
- Outline the timetable for improvement and explain how performance will be monitored and reviewed.
- Formally warn the teacher that failure to improve within the set period could lead to dismissal. In very serious cases, this warning could be a final written warning.

47.17.5 Notes will be taken of formal meetings and a copy sent to the teacher. Where a warning is issued, they will be informed in writing of the matters covered in the bullet points above and given information about the timing and handling of the review stage, and the procedure and time limits for appeals.

Monitoring and review period following a formal capability meeting

**47.18 A performance monitoring and review period will follow the formal capability meeting.**

47.18.1 Formal monitoring, evaluation, guidance and support will continue during this period.

47.18.2 The teacher will be invited to a formal review meeting, unless they were issued with a final written warning, in which case they will be invited to a decision meeting.

**47.19 Formal review meeting**

47.19.1 As with formal capability meetings, at least five working days' notice will be given, and the notification will give details of the time and place of the meeting and will advise the teacher of their right to be accompanied by a companion who may be a colleague, a trade union official, or a trade union representative who has been certified by their union as being competent.

47.19.2 If the person conducting the meeting is satisfied that the teacher has made sufficient improvement, the capability procedure will cease and the appraisal process will restart. In other cases:

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

47.19.3 As before, notes will be taken of formal meetings and a copy sent to the teacher. The final written warning will mirror any previous warnings that have been issued. Where a final warning is issued, teacher will be informed in writing that failure to achieve an acceptable standard of performance within the set timescale may result in dismissal. They will also be given information about the handling of the further monitoring and review period, and the procedure and time limits for appealing against the final warning. The teacher will be invited to a decision meeting.

#### **47.20 Decision meeting**

47.20.1 As with formal capability meetings and formal review meetings, at least five working days' notice will be provided, and the notification will give details of the time and location of the meeting. The notice will also advise the teacher of their right to be accompanied by a companion who may be a colleague, a trade union official or a trade union representative who has been certified by their union as being competent.

47.20.2 If an acceptable standard of performance has been achieved during the further monitoring and review period, the capability procedure will end and the appraisal process will restart. If performance remains unsatisfactory, a decision or recommendation to the Trust Board will be made that the teacher should be dismissed or required to cease working at the Trust.

47.20.3 Before the decision to dismiss is made, the Trust will discuss the decision with the Audit, Risk and Finance Committee.

47.20.4 The teacher will be informed as soon as possible of the reasons for their dismissal, the date on which the employment contract will end, the appropriate period of notice and their right of appeal.

#### **47.21 Decision to dismiss**

47.21.1 The power to dismiss staff in this Trust has been delegated to the Head Teacher.

47.21.2 Maintained, voluntary controlled, maintained special Trust and maintained nursery Trust must choose between one of the following options when drafting their policy.

47.21.3 The power to decide that members of staff should no longer work at this Trust has been delegated to the Head Teacher.

#### **47.22 Dismissal**

47.22.1 Once the decision to dismiss has been taken, the Head Teacher or delegated authority will dismiss the teacher with notice.

#### **47.23 Appeals**

47.23.1 If a teacher feels that a decision to dismiss them, or another action taken against them, is wrong or unjust, they may appeal in writing against the decision within five working days, setting out the grounds for appeal at the same time. Appeals will be heard without unreasonable delay and, where possible, at an agreed time and place.

47.23.2 The same arrangements for notification and the right to be accompanied by a companion will apply as with formal capability and review meetings and, as with other formal meetings, notes will be taken and a copy sent to the teacher.

47.23.3 The appeal will be dealt with impartially and, wherever possible, by managers or trustees who have not previously been involved in the case.

47.23.4 The teacher will be informed in writing of the results of the appeal hearing as soon as possible.

#### **47.24 Monitoring and evaluation**

47.24.1 The Trust Board and Head Teacher will monitor the operation and effectiveness of the Trust's appraisal arrangements, including monitoring the impact on workload.

47.24.2 The Trust Board and Head Teacher will ensure that all written appraisal records are retained in a secure place for six years in line with the Trust's Records Management Policy and in accordance with DfE guidance.

47.24.3 This policy will be reviewed on an annual basis.

### **48 Support Staff Appraisal and Capability Policy**

#### **48.1 Purpose**

48.1.1 This policy sets out the framework for a clear and consistent assessment of the overall performance of support staff and for supporting their development needs within the context of the Trust's plan for improving educational provision and their own professional needs.

48.1.2 The appraisal period will also be used to address concerns that are raised about a member of staff's performance. If concerns are such that they cannot be resolved through the appraisal process, there will be consideration of whether to commence the capability procedure.

#### **48.2 Application of the policy**

48.2.1 The policy applies to all support staff employed by the Trust except:

- those on contracts of less than one term
- those undergoing a probationary period
- those who are the subject of capability procedures.

48.2.2 Support staff who are employed on fixed term contracts of less than one year will have their performance managed in accordance with this policy however the length of the period for appraisal will be determined by the duration of the contract.

#### **48.3 Appraisal Period**

48.3.1 The appraisal period is annual from September to July, with written documentation completed by November.

48.3.2 Where a member of staff starts their employment/new role at the Trust part-way through the cycle the Head Teacher will determine the length of the first cycle, with a view to bringing it into line with the cycle for other members of staff.

48.3.3 In these cases, it should be accepted by both parties that the scope of the discussion and action to be agreed may be limited at the first meeting. This meeting should take place within the 1<sup>st</sup> month of commencing employment/new role.

#### **48.4 Probationers**

48.4.1 An appraisal meeting will be carried out after a new member of staff has completed their probationary period.

#### **48.5 Appointing Appraisers**

48.5.1 The Head Teacher will decide who will appraise each member of staff, this will usually be the immediate line manager or supervisor.

48.5.2 Where it becomes apparent that the appraiser appointed by the Head Teacher will be absent for the majority of the appraisal cycle, the Head Teacher will delegate those duties to another manager for the duration of that absence/the current appraisal cycle.

48.5.3 Where a member of staff is experiencing difficulties and the Head Teacher is not the appraiser, the Head Teacher or a member of the leadership team may undertake the role of the appraiser.

#### **48.6 Quality Assurance and Moderation**

48.6.1 The Head Teacher has determined that s/he will:

- delegate the appraiser role for some or all members of staff for whom s/he is not the line manager.

48.6.2 In these circumstances the Head Teacher and/or a member of the leadership team will:

- moderate a representative sample of the objectives set to check consistency between those who have similar experience and similar roles and levels of responsibility; and
- comply with the Trust's appraisal policy, the standards and the requirements of equality legislation.

#### **48.7 Setting Objectives**

48.7.1 Objectives for each member of staff will be set during the Autumn term and written documentation completed by the end of November effective from the start of each appraisal period (1<sup>st</sup> September).

48.7.2 A minimum of 3 objectives will be set, although this may be more depending on the nature of the job.

48.7.3 The objectives set will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the appraisee's role, responsibility and level of experience. They shall also take account of the member of staff's personal aspirations and work/life balance for all members of staff.

48.7.4 The appraiser and the member of staff will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. If concerns are raised then they should be noted within the appraisal documentation and raised with the Head Teacher by the appraiser. Objectives may be revised if circumstances change.

48.7.5 The objectives for each member of staff will 'feed-in' and 'support' those objectives of their manager and the overall objectives of the Trust improvement plan.

- for teaching support members of staff their objectives will support the teaching and learning of pupils and support their progress.
- for administration members of staff their objectives will support the efficient workings of the team in relation to process, procedures and support to the Head Teacher and Senior Leadership Team.
- for lunchtime supervisors their objectives will support the safety and development of pupils.
- for caretaking and cleaning members of staff their objectives will support the efficient running of the Trust and in providing a safe and clean environment for users of the Trust buildings and grounds.

48.7.6 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

48.7.7 In addition to individual objectives all members of staff will have a set of behaviours which will be common to all members of staff within a particular role and grade. Measuring these behaviours is key to the appraisal process. (example behaviours are at Appendix A).

## **48.8 Reviewing Progress**

### **48.8.1 Development and Support**

48.8.1.1 Appraisal is a supportive process which will be used to inform continuing training and development.

48.8.1.2 The Trust wishes to encourage a culture in which all members of staff take responsibility for improving their performance through appropriate training and development. This will be linked to Trust improvement priorities and to the ongoing professional development needs and priorities of individual members of staff.

### **48.8.2 Feedback**

48.8.2.1 Members of staff will receive constructive feedback on their performance throughout the year (e.g. 6 monthly).

48.8.2.2 Feedback will highlight particular areas of strength as well as any areas that need development and attention.

48.8.2.3 Where there are concerns about any aspects of the member of staff's performance the appraiser will meet the member of staff to consider implementing a support plan. (HR advice may be sought) The support plan will:

- give clear feedback to the member of staff about the nature and seriousness of the concerns
- give the member of staff the opportunity to comment and discuss concerns
- agree any support (coaching, mentoring), that will be provided to help address those specific concerns
- make clear how, and by when, the appraiser will review progress.
- Explain that the support plan will be put in place for up to 4 weeks.
- Explain the implications and process if no or insufficient improvement is made.

48.8.2.4 When the progress is reviewed, if the appraiser is satisfied that the member of staff has made or is making sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process.

### 48.8.3 **Transition to Capability**

48.8.3.1 If the appraiser, supported by the Head Teacher, is not satisfied with progress made during the support plan, the member of staff will be notified in writing that the appraisal process will no longer apply and that a Performance Capability meeting will be arranged.

### 48.8.4 **Annual Assessment**

48.8.4.1 Each member of staff's performance will be formally assessed in respect of each appraisal period.

48.8.4.2 This assessment is the end point to the annual appraisal process, however performance and development priorities will be reviewed and addressed on a regular basis throughout the year at interim meetings which will take place (e.g. 6 monthly). Therefore, there should be no surprises during a formal appraisal meeting. There will be other meetings that take place such as development meetings specific to Trust improvement requirements from Ofsted.

48.8.4.3 The member of staff will receive as soon as practicable following the end of each appraisal period, ideally within 5 working days, a written appraisal report.

48.8.4.4 Members of staff will receive their written appraisal reports by 30<sup>th</sup> November.

The appraisal report will include:

- Details of the member of staff's objectives for the appraisal period in question
- An assessment of the member of staff's performance of their role and the responsibilities against their objectives
- An assessment of the member of staff's training and development needs and identification of any action that should be taken to address them
- Any other information the appraiser deems appropriate.

48.8.4.5 The member of staff will have an opportunity to comment in writing to the appraiser, who may then consult with the Head Teacher if appropriate, within 5 working days of receipt of the written report.

48.8.4.6 The assessment of performance and of training and development needs will inform the planning process for the following appraisal period.

48.8.4.7 At the end of the appraisal period, assessment against an objective will be on the basis of the criteria set at the beginning of the cycle. Good progress towards the achievement of a challenging objective, even if the objective has not been met in full, will be assessed favourably.

48.8.4.8 The appraisal period is annual, but on occasions it may be appropriate to set objectives that extend beyond one period. In such cases, the basis on which the progress being made towards meeting the objective will be assessed at the end of the first period and will be recorded in the planning for the next period.

#### **48.8.5 Sickness**

48.8.5.1 If long term sickness absence appears to have been triggered by the commencement of a support plan or a formal capability procedure, the case will be dealt with in accordance with the Trust's absence policy and will normally be referred to the occupational health service to assess the member of staff's health and fitness for continued employment and the appropriateness or otherwise of continuing with the support plan or formal procedures.

48.8.5.2 In some cases, it may be appropriate for formal procedures to continue during a period of sickness. However, the views of the occupational health physician will be taken into account before a decision is reached.

#### **48.8.6 Record Retention**

48.8.6.1 The Trust Board and the Head Teacher will ensure that all written appraisal records are retained in a secure place for six years and then destroyed.

#### **48.8.7 Confidentiality**

48.8.7.1 The appraisal process and the statements generated under it, in particular, will be treated with strict confidentiality at all times. Only the appraisee, the appraiser, the appraisee's line manager(s) and the Head Teacher/Senior Leaders will be provided with access to the information.

48.8.7.2 The desire for confidentiality does not override the need for the Head Teacher and Trust Board to quality assess the operation and effectiveness of the appraisal process. The Head Teacher/Senior Leader may review all objectives and written appraisal records to check consistency of approach and expectation between different appraisers.

#### **48.8.8 Training and Support**

48.8.8.1 Training and development needs will be identified during the appraisal process. The Head Teacher will consider any budget implications and, where possible, appropriate training needs will be supported.

48.8.8.2 An account of the training and development needs of members of staff in general, including the instances where it could not be approved will form part of the Head Teacher's annual report to the Trust Board on the appraisal process.

48.8.8.3 With regard to the provision of continuous professional development (CPD) in the case of competing demands on the budget, a decision on relative priority will be taken with regard to the extent to which: (a) the CPD identified is essential to meet the objectives of the appraisee; and (b) the extent to which the training and support will help the Trust to achieve its priorities.

48.8.8.4 The Trust priorities will have precedence. Members of staff should not be held accountable for failing to make good progress towards meeting their objectives where support identified to meet the objectives in the appraisal has not been provided.

#### **48.8.9 Equality Statement**

48.8.9.1 The Trust Board is committed to ensuring consistency of treatment and fairness and will abide by all relevant equality legislation.

48.8.9.2 This policy must be applied fairly to all members of staff irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## Appendix A

### Key behaviours for members of staff

#### All members of staff

##### **Delivering results**

Consistently delivers what is asked to the standard and timescale required.  
Strives to improve own performance at all times and sets high standards for self and others.  
Learns from experience and feedback that can be used to improve things in the future.

##### **Thinking and problem solving**

Asks questions to ensure all of the right information is gathered about a problem.  
Identifies potential issues and thinks them through in a logical and consistent way.  
Recognises when a current problem/issue is similar to a previous one and uses the experience to help the current situation.

##### **Change**

Gathers information/ideas that enable improvements on current practice.  
Is open to doing things in a different way.  
Receptive to and positive about change and responds quickly to adjusted priorities.

##### **Working with others**

Willing to share ideas and solutions with others.  
Actively seeks to understand others' point of view.  
Is proactive and seeks additional responsibility.

#### Senior members of staff in addition to the above (e.g. HLTA, SABM)

##### **Delivering results**

Overcomes obstacles to achieve effective working practices.  
Is flexible and able to change approach to still deliver even if situations change.

##### **Thinking and problem solving**

Identifies potential problems and thinks through the implications to provide immediate improvements.

##### **Change**

Willing to challenge current working practices to bring about positive change.

##### **Working with others**

Is able to influence positively and constructively to get the best out of others. Celebrates success with team.

## **49 IT and Communications Systems policy**

**49.1** Our IT and communications systems are intended to promote effective communication and working practices within our organisation. This policy outlines the standards you must observe when using these systems, the circumstances in which we will monitor your use, and the action we will take in respect of breaches of these standards. This policy covers all staff, officers, consultants, contractors, casual workers, agency workers and anyone who has access to our IT and communication systems.

**49.2** Misuse of IT and communications systems can damage the business and our reputation. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

**49.3** This policy does not form part of any member of staff's contract of employment and we may amend it at any time.

### **49.4 Personnel responsible for the policy**

49.4.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

49.4.2 The IT Department or Managers will deal with requests for permission or assistance under the provisions of this policy, and may specify certain standards of equipment or procedures to ensure security and compatibility.

### **49.5 Equipment security and passwords**

49.5.1 You are responsible for the security of the equipment allocated to or used by you, and must not allow it to be used by anyone other than in accordance with this policy.

49.5.2 You are responsible for the security of any computer terminal used by you. You should lock your terminal or log off when leaving it unattended or on leaving the office, to prevent unauthorised users accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.

49.5.3 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the relevant IT technician.

49.5.4 You should use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly. You must not use another person's username and password or make available or allow anyone else to log on using your username and password unless authorised by your line manager.

49.5.5 On the termination of employment (for any reason) you must provide details of your passwords to your line manager and return any equipment, key fobs or cards.

49.5.6 If you have been issued with a laptop, tablet computer, BlackBerry, smartphone or other mobile device, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. You should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

## **49.6 Systems and data security**

- 49.6.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 49.6.2 You must not download or install software from external sources without authorisation from your line manager. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by the IT Department before they are downloaded. If in doubt, staff should seek advice from the IT Department.
- 49.6.3 You must not attach any device or equipment to our systems without authorisation from the IT Department. This includes any USB flash drive, MP3 player, tablet, smartphone or other similar device, whether connected via the USB port, infra-red connection or in any other way.
- 49.6.4 We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). Inform the IT Department immediately if you suspect your computer may have a virus. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message.
- 49.6.5 You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorised in the proper performance of your duties.
- 49.6.6 You must be particularly vigilant if you use our IT equipment outside the workplace and take such precaution as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Privacy Notice or Data Protection Policy.

## **49.7 Email**

- 49.7.1 Although email is a vital business tool, you should always consider if it is the appropriate method for a particular communication. Correspondence with third parties by email should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals.
- 49.7.2 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, or otherwise inappropriate emails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via email should inform their line manager.
- 49.7.3 You should take care with the content of email messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Remember that you have no control over where your email may be forwarded by the recipient. Avoid saying anything which would cause offence or embarrassment if it was forwarded to colleagues or third parties, or found its way into the public domain.
- 49.7.4 Email messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an email cannot be recovered for the purposes of disclosure. All email messages should be treated as potentially retrievable, either from the main server or using specialist software.

- 49.7.5 In general, you should not:
- Send or forward private emails at work which you would not want a third party to read;
  - Send or forward chain mail, junk mail, cartoons, jokes or gossip;
  - Contribute to system congestion by sending trivial messages, copying or forwarding emails to those who do not have a real need to receive them, or using "reply all" unnecessarily on an email with a large distribution list;
  - Sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals;
  - Agree to terms, enter into contractual commitments or make representations by email unless appropriate authority has been obtained. A name typed at the end of an email is a signature in the same way as a name written at the end of a letter;
  - Download or email text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
  - Send messages from another person's email address (unless authorised) or under an assumed name; or
  - Send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.
- 49.7.6 If you receive an email in error you should inform the sender.
- 49.7.7 Do not use your personal email account to send or receive email for the purposes of our business. Only use the email account we have provided to you.

## **49.8 Using the internet**

- 49.8.1 Internet access is provided primarily for business purposes. Occasional personal use may be permitted.
- 49.8.2 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of such a marker and could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.
- 49.8.3 You should not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content which is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 49.8.4 You should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time.
- 49.8.5 The following must never be accessed from our network: online radio, audio and video streaming, instant messaging and webmail (such as such as Gmail or Hotmail) and social networking sites (such as Facebook, Twitter, Instagram, YouTube, Second Life). This list may be modified from time to time and is not exhaustive.

## **49.9 Personal use of our systems**

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

49.9.2 Personal use must meet the following conditions:

- Use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before 9 am or after 5.30 pm);
- Personal emails should be labelled "personal" in the subject header;
- Use must not interfere with business or office commitments;
- Use must not commit us to any marginal costs; and
- Use must comply with this policy and our other policies including the equal opportunities policy, anti-harassment and bullying policy, data protection policy and disciplinary rules.

49.9.3 You should be aware that personal use of our systems may be monitored and, where breaches of this policy are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

## **49.10 Monitoring**

49.10.1 Our systems enable us to monitor telephone, email, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

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

- To monitor whether the use of the email system or the internet is legitimate and in accordance with this policy;
- To find lost messages or to retrieve messages lost due to computer failure;
- To assist in the investigation of alleged wrongdoing; or
- To comply with any legal obligation.

49.10.3 At the Trust's discretion, Close Circuit Televisions (CCTV) may be deployed within every Trust Premises. Where the Trust uses such CCTV, please refer to the CCTV Policy.

49.10.4 Where the Trust adopts such a policy, notices will be displayed in every office that CCTV may be deployed and the name of the person responsible for managing the scheme.

## **49.11 Prohibited use of our systems**

49.11.1 Misuse or excessive personal use of our telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some circumstances be a criminal offence. In particular, it will usually amount to gross misconduct to misuse our systems by participating in online gambling, forwarding chain letters, or by

creating, viewing, accessing, transmitting or downloading any of the following material (this list is not exhaustive):

- Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- A false and defamatory statement about any person or organisation;
- Material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our equal opportunities policy or our anti-harassment and bullying policy);
- Confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- Unauthorised software;
- Any other statement which is likely to create any criminal or civil liability (for you or us);  
or
- Music or video files or other material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

49.11.2 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

## **50 Social Media Policy**

**50.1** The Trust Board of this Trust is committed to ensuring that all staff are aware of their responsibilities in connection with the use of social networking sites. It recognises that the use of such sites has become a significant part of life for many people. They provide a way of keeping in touch with friends and colleagues, and can be used to exchange ideas and views on common interests. Examples of such sites include, but are not limited to but are not limited to, Snapchat, Facebook, YouTube, TikTok, WhatsApp, Instagram, LinkedIn, Twitter, Forums, Bulletin Boards, Chatrooms and instant messenger.

**50.2** Staff are expected to maintain a professional distance from pupils and therefore staff should not be involved in social networking with pupils either in or outside of Trust.

**50.3** Whilst it is important that staff are able to use technology and related services effectively and flexibly, they must ensure that, when doing so, they do not make themselves vulnerable. This must also be balanced with the duty of the Head Teacher and the Trust Board to safeguard children and the reputation of the Trust.

### **50.4 Scope**

50.4.1 This policy will apply to all staff in the Trust whose contracts of employment have been issued by the Local Authority on behalf of the Trust Board or by the Trust Board itself.

50.4.2 It will also apply to supply staff employed by agencies, and any breach of the policy by supply staff will result in the supply arrangement for that particular worker being terminated and matters reported to the employment agency.

## **50.5 Aims**

### 50.5.1 The policy aims to:

- Reinforce the need to use social networking sites safely and securely;
- Ensure that staff are aware of the risks associated with the inappropriate use of social networking sites;
- Safeguard staff in connection with the use of social networking sites and to ensure they do not put themselves in vulnerable situations;
- Ensure that the Head Teacher, the Trust Board and all staff maintain their duty to safeguard children and the reputation of the Trust.

## **50.6 Responsibilities**

### 50.6.1 The Trust Board:

- Must ensure that this policy is implemented.
- Must ensure that both current and new employees have access to, and are made aware of, this policy.

### 50.6.2 Head Teacher:

- Must be fully aware of this policy and ensure that they and all other teaching and support staff are aware of the policy and their own responsibilities.
- Must ensure that staff have been made aware of the risks of using social networking sites and the possible implications to their employment if there is inappropriate use.
- Should seek advice where necessary from Human Resources.
- May need to instigate disciplinary procedures.

### 50.6.3 Employees:

- Must behave responsibly and professionally at all times in connection with the use of social networking sites.
- Must follow this policy.
- Must co-operate with the Trust's management in ensuring the implementation of this policy.

### 50.6.4 Human Resources:

- Will provide advice and support to the Head Teacher, the Trust Board and the Trust's management in relation to this policy.

## **50.7 Use of Social Networking Sites**

### 50.7.1 Staff should be aware that when communicating via social networking sites anything said, shown or received could be made available, intentionally or unintentionally to a wider audience than originally intended. Therefore, staff must follow the procedures below:

- Staff must not access social networking sites for personal use via Trust information systems or using Trust equipment.
- Staff must not accept pupils/students as 'friends' and must not approach pupils/students to become their friends on social networking sites. Such personal communication could be considered inappropriate and unprofessional.
- Staff must not befriend pupils who have left Trust and are under the age of 18 years.

- Staff must not post inappropriate photographs (including photographs of pupils) on any social network site.
- Staff must not post any indecent remarks.
- If a member of staff receives messages on his/her social networking profile, which they think, could be from a pupil they must report this to their Line Manager/Head Teacher, who will decide the appropriate action.
- Staff, when making any reference to their place of work must adhere to all guidelines in this policy.
- Staff must not disclose, on any social networking site, any information that is confidential to the Trust, Trust Board or disclose any personal data or information about any individual/colleague/pupil, which may breach the Data Protection Act.
- Staff must not disclose any information about the Trust or the Trust Board that is not yet in the public arena.
- Staff must not make defamatory remarks about the Trust/colleagues/pupils, the Trust Board or post anything that could potentially bring the Trust or Trust Board into disrepute.
- Staff should not disclose any confidential information relating to his/her employment at the Trust.
- Staff should take care to avoid using language, which others could deem as offensive.

## **50.8 Breaches of the Policy**

- 50.8.1 Although the Trust/Trust Board does not discourage staff from using social networking sites, all staff should be aware that the Head Teacher/Trust Board will take seriously any circumstances where such sites are used inappropriately, including any usage that is considered to be online bullying or harassment.
- 50.8.2 The Head Teacher can exercise his/her right to monitor the use of the Trust's information systems, including internet access, where s/he believes unauthorised use may be taking place; to ensure standards are maintained; to prevent or detect crime and to pick up messages when someone is away from the Trust. If such monitoring detects the unauthorised use of social networking sites disciplinary action may be taken.
- 50.8.3 If any instances or allegations of the inappropriate use of social networking sites are brought to the attention of the Head Teacher or a line manager, investigations will take place and disciplinary action may be taken.
- 50.8.4 Any breach of this policy may constitute an act of gross misconduct.
- 50.8.5 There may be instances regarding the use of social networking sites where the Trust or Trust Board will be obliged to inform the police of any activity or behaviour about which there are concerns as to its legality.

## **50.9 Further Guidance**

- 50.9.1 As professionals having daily contact with pupils/students, any contact on such sites with young people who may be friends of pupils/students is inappropriate.
- 50.9.2 It is advised that staff do not accept parents of pupils in their Trust as 'friends' on social networking sites.
- 50.9.3 If staff accept parents as 'friends' on social networking sites they must follow the rules of this policy in relation to professional conduct, implications of inappropriate words and usage.

50.9.4 Instances or allegations of inappropriate use in relation to social networking with parents of pupils will be investigated and may lead to disciplinary action.

## **50.10 Equality Statement**

50.10.1 This policy must be applied fairly to all employees irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## **51 Photography Policy**

### **51.1 Definitions**

51.1.1 For the purposes of this policy:

- **“Camera”** is used to refer to mobile phones, tablets, webcams, portable gaming devices and any other equipment or devices which may be used to be take photographs.
- **“Personal use”** of photography and videos is defined as the use of cameras to take images and recordings of children by relatives, friends or known individuals, e.g. a parent taking a group photo of their child and their friends at a Trust event. These photos and videos are only for personal use by the individual taking the photo and are not intended to be passed on to unknown sources. The principles of the UK GDPR and the DPA 2018 do not apply to images and videos taken for personal use.
- **“Official Trust use”** is defined as photography and videos which are used for Trust purposes, e.g. for building passes and identity cards. These images are likely to be stored electronically alongside other personal data. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for official Trust use.
- **“Media use”** is defined as photography and videos which are intended for a wide audience, e.g. photographs of children taken for a local newspaper. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for media use.
- Staff may also take photos and videos of pupils for **“educational purposes”**. These are not intended for official Trust use, but may be used for a variety of reasons, such as Trust displays, special events, assessment and workbooks. The principles of the UK GDPR and the DPA 2018 apply to images and videos taken for educational purposes.

### **51.2 Responsibilities**

51.2.1 The Head Teacher is responsible for:

- Submitting consent forms to parents, and pupils where appropriate, at the beginning of the academic year with regards to photographs and videos being taken whilst at Trust.
- Ensuring that all photos and videos are stored and disposed of correctly, in line with the UK GDPR and the DPA 2018.
- Deciding whether parents are permitted to take photographs and videos during Trust events.
- Communicating this policy to all the relevant staff members and the wider Trust community, such as parents.

- 51.2.2 The designated safeguarding lead is responsible for:
- Liaising with social workers to gain consent for the use of photographs and videos of LAC pupils.
  - Liaising with the data protection officer to ensure there are no data protection breaches.
  - Informing the Head Teacher of any known changes to a pupil's security, e.g. child protection concerns, which would mean that participating in photography and video recordings would put them at significant risk.
- 51.2.3 Parents, and pupils where appropriate, are responsible for:
- Completing the Consent Form on an annual basis.
  - Informing the Trust in writing if they wish to make any changes to their consent.
  - Acting in accordance with this policy.
- 51.2.4 In accordance with the Trust's requirements to have a data protection officer, the data protection officer is responsible for:
- Informing and advising the Trust and its members of staff about their obligations to comply with the UK GDPR and the DPA 2018 in relation to photographs and videos at Trust.
  - Monitoring the Trust's compliance with the UK GDPR and the DPA 2018 in regards to processing photographs and videos.
  - Advising on data protection impact assessments in relation to photographs and videos at Trust
  - Conducting internal audits regarding the Trust's procedures for obtaining, processing and using photographs and videos.
  - Providing the required training to staff members in relation to how the UK GDPR and the DPA 2018 impacts photographs and videos at Trust.
- 51.2.5 Overall responsibility for the appropriate use of photography at Trust and in connection with Trust events rests with the Head Teacher and the designated safeguarding lead.

### **51.3 Consent**

- 51.3.1 All photographs and video content are classified as personal data under the UK GDPR and the DPA 2018; images or video content may be used for publicity or other purposes only once informed consent has been provided, and it has not been withdrawn.
- 51.3.2 Parents are responsible for providing consent on their child's behalf, except where the processing is related to preventative or counselling services offered directly to children.
- 51.3.3 Parents and pupils are required to be aware that their child/they may be photographed at Trust and they have the right to withdraw consent for:
- Photographs or video taken by members of staff for Trust-based publicity and promotional purposes (Trust newsletters/prospectus) or for anonymous use on the Trust website.
  - Photographs or video taken by parents and other family members of children at the Trust during Trust concerts, performances, sports events and other similar events organised by the Trust.
  - Photographs or video taken by members of the press who are on the Trust premises by invitation in order to celebrate individual, group or Trust success.

- 51.3.4 The Trust understands that consent must be a positive indication. It cannot be inferred from silence, inactivity or pre-ticked boxes.
- 51.3.5 Consent will only be accepted where it is freely given, specific, informed and an unambiguous indication of the individual's wishes.
- 51.3.6 Where consent is given, a record will be kept documenting how and when consent was given and last updated.
- 51.3.7 The Trust ensures that consent mechanisms meet the standards of the UK GDPR and the DPA 2018. Where the standard of consent cannot be met, an alternative legal basis for processing the data will be found, or the processing will cease.
- 51.3.8 Parents and pupils, as applicable, will be asked to complete the Consent Form on an annual basis, which will determine whether or not they allow their child/themselves to participate in photographs and videos.
- 51.3.9 The Consent Form will be valid for the full academic year, unless the pupil's circumstances change in any way, e.g. if their parents separate, or consent is withdrawn. Additional consent forms will be required if the pupil's circumstances change.
- 51.3.10 If there is a disagreement over consent, or if a parent/pupil does not respond to a consent request, it will be treated as if consent has not been given and photographs and videos will not be taken or published of the pupil without consent.
- 51.3.11 All parents and pupils are entitled to withdraw or change their consent at any time during the Trust year.
- 51.3.12 Parents or pupils withdrawing their consent must notify the Trust in writing.
- 51.3.13 If any parent or pupil withdraws or changes their consent, or the designated safeguarding lead reports any changes to a pupil's security risk, or there are any other changes to consent, the list will also be updated and re-circulated.
- 51.3.14 For any LAC pupils, or pupils who are adopted, the designated safeguarding lead will liaise with the pupil's social worker, carers or adoptive parents to establish where consent should be sought. Consideration will be given as to whether identification of a LAC pupil, or pupils who are adopted, would risk their security in any way.
- 51.3.15 Consideration will also be given to any pupils for whom child protection concerns have been raised. Should the designated safeguarding lead believe that taking photographs and videos of any pupils would put their security at further risk, greater care will be taken towards protecting their identity.
- 51.3.16 A list of all the names of pupils for whom consent was not given will be created by the data protection officer and will be circulated to all staff members. This list will be updated annually, when new consent forms are provided.

## **51.4 General procedures**

- 51.4.1 Photographs and videos of pupils will be carefully planned before any activity.
- 51.4.2 The data protection officer will oversee the planning of any events where photographs and videos will be taken.
- 51.4.3 Where photographs and videos will involve LAC pupils, adopted pupils, or pupils for whom there are security concerns, the Head Teacher will liaise with the designated safeguarding lead to determine the steps involved.
- 51.4.4 When organising photography and videos of pupils, the Head Teacher, as well as any other staff members involved, will consider the following:
- Can general shots of classrooms or group activities, rather than individual shots of pupils, be used to fulfil the same purpose?
  - Could the camera angle be amended in any way to avoid pupils being identified?
  - Will pupils be suitably dressed to be photographed and videoed?
  - Will pupils of different ethnic backgrounds and abilities be included within the photographs or videos to support diversity?
  - Would it be appropriate to edit the photos or videos in any way (e.g. to remove logos which may identify pupils)?
  - Are the photographs and videos of the pupils completely necessary, or could alternative methods be used for the same purpose? E.g. could an article be illustrated by pupils' work rather than images or videos of the pupils themselves?
- 51.4.5 The list of all pupils of whom photographs and videos must not be taken will be checked prior to the activity. Only pupils for whom consent has been given will be able to participate.
- 51.4.6 The staff members involved, alongside the Head Teacher and data protection officer will liaise with the designated safeguarding lead if any LAC pupil, adopted pupil, or a pupil for whom there are security concerns is involved.
- 51.4.7 A Trust-owned digital camera will be used to take photographs and videos of pupils. Exceptions to this are outlined in paragraph 51.7 of this policy.
- 51.4.8 Staff will ensure that all pupils are suitably dressed before taking any photographs or videos.
- 51.4.9 Where possible, staff will avoid identifying pupils. If names are required, only first names will be used.
- 51.4.10 The Trust will not use images or footage of any pupil who is subject to a court order.
- 51.4.11 The Trust will not use photographs of:
- Children who have left the Trust, without the consent of their parents or, where appropriate, the children themselves.
  - Staff members who have left the Trust, without their consent.
- 51.4.12 Photos and videos that may cause any distress, upset or embarrassment will not be used.
- 51.4.13 Any concern relating to inappropriate or intrusive photography or publication of content is to be reported to the data protection officer.

## **51.5 Additional safeguarding procedures**

- 51.5.1 The Trust understands that certain circumstances may put a pupil's security at greater risk and, thus, may mean extra precautions are required to protect their identity.
- 51.5.2 The designated safeguarding lead will, in known cases of a pupil who is a LAC or who has been adopted, liaise with the pupil's social worker, carers or adoptive parents to assess the needs and risks associated with the pupil.
- 51.5.3 Any measures required will be determined between the designated safeguarding lead, social worker, carers, data protection officer and adoptive parents with a view to minimising any impact on the pupil's day-to-day life. The measures implemented will be one of the following:
- Photos and videos can be taken as per usual Trust procedures
  - Photos and videos can be taken within Trust for educational purposes and official Trust use, e.g. on registers, but cannot be published online or in external media
  - No photos or videos can be taken at any time for any purposes
- 51.5.4 Any outcomes will be communicated to all staff members via a staff meeting and the list outlining which pupils are not to be involved in any videos or photographs, held in the Trust office, will be updated accordingly.

## **51.6 General use of digital cameras**

- 51.6.1 Members of staff may be provided with a camera to record and maintain pictorial evidence of the lessons, behaviour, activities and events related to their pupils.
- 51.6.2 Photos may only be taken for educational purposes and in "Trust or educational provision settings" as mentioned above.
- 51.6.3 The use of personal cameras, mobile phone cameras or other recording equipment is prohibited on Trust premises at all times.
- 51.6.4 The Trust-owned cameras are located in the Trust office locked away. Members of staff are responsible for making sure that the camera is locked away after use at the end of the day.
- 51.6.5 Each camera will be clearly numbered/labelled or identified as belonging to the Trust/member of staff.
- 51.6.6 Members of staff are not allowed to bring in personal cameras without prior permission. If personal cameras are allowed to be brought in due to a specialist requirement or defective equipment, the memory card should be shown to be empty and images downloaded to the Trust's server.
- 51.6.7 Members of staff are not allowed to take Trust cameras or memory cards home.
- 51.6.8 Cameras are not permitted to be taken into the toilet/or swimming pool/changing area. If necessary (e.g. photographs of pupils washing their hands), then prior permission needs to be sought from the Head Teacher. Staff members are required to be supervised while carrying out this activity.

- 51.6.9 Staff or other adults are not permitted to take photographs of pupils in vulnerable circumstances, such as when they are upset or inappropriately dressed.
- 51.6.10 Members of staff and the Trust community are required to report inappropriate use of digital cameras and images to the Head Teacher. If it is found that any incidents raise child protection concerns, immediate action will be taken in consultation with the designated safeguarding lead.
- 47.6.1 The Trust is not responsible for lost, stolen or damaged camera equipment. This remains the responsibility and obligation of the member of staff.

## **51.7 Other Trust-owned devices**

- 51.7.1 Staff are encouraged to take photos and videos of pupils using the Trust's digital cameras; however, they may use other Trust-owned devices, such as mobile phones and tablets, where the data protection officer has been consulted and consent has been sought from the Head Teacher prior to the activity.
- 51.7.2 Where Trust-owned devices other than digital cameras are used, images and videos will be provided to the Trust at the earliest opportunity and then removed from the devices.
- 51.7.3 Staff will not use their personal mobile phones, or any other personal device, to take images and videos of pupils.
- 51.7.4 Photographs and videos taken by staff members on Trust visits may be used for educational purposes, e.g. on displays or to illustrate the work of the Trust, where consent has been obtained.
- 51.7.5 Digital photographs and videos held on the Trust's drive are accessible to staff only. Photographs and videos are stored in labelled files, annotated with the date, and are only identifiable by year group/class number – no names are associated with images and videos. Files are password protected and only staff members have access to these passwords – these are updated regularly to minimise the risk of access by unauthorised individuals

## **51.8 Storage and retention**

- 51.8.1 As per the UK GDPR and the DPA 2018, images obtained by the Trust will not be kept for longer than necessary; retention periods for the different types of personal data are outlined in the Trust's Record Management Policy.
- 51.8.2 Hard copies of photos and video recordings held by the Trust will be annotated with the date on which they were taken and will be stored in the Trust office. They will not be used other than for their original purpose, unless permission is sought from the Head Teacher and parents of the pupils involved and the data protection officer has been consulted.
- 51.8.3 Paper documents will be shredded or pulped and electronic memories scrubbed clean or destroyed once the retention period has ended.
- 51.8.4 The data protection officer will review stored images and videos on a termly basis to ensure that all unwanted material has been deleted.

- 51.8.5 Where a parent or pupil has withdrawn their consent, any related imagery and videos involving their child/the pupil will be removed from the Trust drive immediately.
- 51.8.6 When a parent withdraws consent, it will not affect the use of any images or videos for which consent had already been obtained. Withdrawal of consent will only affect further processing.
- 51.8.7 Where a pupil's security risk has changed, the designated safeguarding lead will inform the Head Teacher immediately. If required, any related imagery and videos involving the pupil will be removed from the Trust drive immediately. Hard copies will be removed by returning them to the parent/pupil or by shredding, as appropriate.
- 51.8.8 Official Trust photos are held on SIMS alongside other personal information and are retained for the length of the pupil's attendance at the Trust, or longer if necessary, e.g. due to a police investigation.
- 51.8.9 Images taken on the camera must be downloaded as soon as possible on to a Trust computer/laptop, ideally once a week.
- 51.8.10 Members of staff are responsible for ensuring that images are safely stored, particularly on memory sticks and hard drives. They must take reasonable measures to ensure that they do not come into the possession of unauthorised persons.
- 51.8.11 No digital image will be altered or enhanced in any way by any member of staff, unless given prior permission by the Head Teacher to do so.
- 51.8.12 The Trust may require images to be deleted or edited as appropriate and may choose to use images taken by members of staff or volunteers for other purposes, provided the processing conditions and consent requirements of this policy are met.
- 51.8.13 Staff members are responsible for ensuring that edited images do not mislead or misrepresent. They must not edit images which result in their subject being vulnerable to embarrassment, teasing, bullying or abuse.
- 51.8.14 If the memory card for individual Trust cameras needs to be replaced, then the replaced memory card will be destroyed to ensure that no images can be recovered.
- 51.8.15 Members of staff must remember that, even when images are physically deleted from a camera or memory card, the camera or the memory card must be appropriately disposed of to ensure that no imprint remains.

## **51.9 Appropriate use of images under the UK GDPR and the DPA 2018**

- 51.9.1 Photographs are used in Trust for many reasons and the different uses for the same image should be considered separately, as each photograph and use will potentially have different conditions for processing.
- 51.9.2 To judge whether legitimate interest can be used as the basis for processing data, such as using pupils' photographs as part of the Trust's management information system, the Trust will carry out three different tests, these are:
- A purpose test – establishing the reasons for using the data, what will be achieved and whether the benefits are justifiable.

- A necessity test – establishing whether the processing of pupils’ data will be useful and whether there is a less intrusive way of reaching a means to an end.
- A balance test – establishing the impact it will have on the data subject by processing the data for said reason.

51.9.3 These three tests make up a ‘legitimate interest assessment’ (LIA) – the Trust will carry out a LIA prior to obtaining the data and it will be recorded in a physical copy in compliance with the UK GDPR and the DPA 2018.

#### **51.10 Photographs used in identity management**

51.10.1 These are likely to be essential for performing the public task of the Trust, but they will be deleted once the child is no longer in attendance – as they are no longer needed for the purpose for which they were held.

#### **51.11 Photographs used for marketing purposes**

51.11.1 Photographs will not be used for marketing purposes unless the Trust has specific informed consent for the images and the images are only used in line with the consent provided.

#### **51.12 Photographs in the Trust environment relating to education**

51.12.1 These photographs may be essential for performing the public task of the Trust, but once the pupil has left the Trust this argument is insufficient. If the Trust wishes to display the image beyond the pupil’s time at the Trust, we will obtain the pupil’s permission. If permission is not granted, the image will be removed.

51.12.2 When gaining consent, including when initially taking the photograph or when the purpose of the image has changed, the pupil, or where appropriate their parents, will be informed of the retention period pertaining to the use of the image. If the image is still on display after the retention period stated in the privacy notice used to gain consent, the Trust will be in breach of data protection obligations and may be subject to a fine.

#### **51.13 Privacy notices**

51.13.1 The Trust uses privacy notices with declarations attached to inform pupils and their families about how their personal data may be collected and as one method of gaining consent.

#### **51.14 Sharing of images**

51.14.1 All images taken by members of staff or volunteers at Trust or on Trust activities remain the property of the Trust.

51.14.2 Images must not be shared with anyone outside the Trust or held for private use.

51.14.3 No digital image will be uploaded onto any internet/intranet system without the express permission of the child’s parent/carer.

51.14.4 Images may under no circumstances be emailed or shared via private e-mail accounts unless a parent has asked for a photo of their child to be sent to them.

51.14.5 Unless specific prior consent has been obtained, members of staff and volunteers must not post Trust images on personal pages of social networking sites or other websites.

### **51.15 Use of a professional photographer**

51.15.1 If the Trust decides to use a professional photographer for official Trust photos and Trust events, the Head Teacher will:

- Provide a clear brief for the photographer about what is considered appropriate, in terms of both content and behaviour.
- Issue the photographer with identification, which must be worn at all times.
- Let pupils and parents know that a photographer will be in attendance at an event and ensure they have previously provided consent to both the taking and publication of videos and/or photographs.
- Not allow unsupervised access to pupils or one-to-one photo sessions at events.
- Communicate to the photographer that the material may only be used for the Trust's own purposes and that permission has not been given to use the photographs for any other purpose.
- Ensure that the photographer will comply with the requirements set out in the UK GDPR and the DPA 2018.
- Ensure that if another individual, such as a parent or governor, is nominated to be the photographer, they are clear that the images and/or videos are not used for anything other than the purpose indicated by the Trust.

### **51.16 Permissible photography and videos during Trust events**

51.16.1 If the Head Teacher permits parents to take photographs or videos during a Trust event, parents will:

- Remain seated while taking photographs or videos during concerts, performances and other events.
- Minimise the use of flash photography during performances.
- In the case of all Trust events, make the focus of any photographs and/or videos their own children.
- Avoid disturbing others in the audience or distracting pupils when taking photographs or recording videos.
- Ensure that any images and recordings taken at Trust events are exclusively for personal use and are not uploaded to the internet, posted on social networking sites or openly shared in other ways.
- Refrain from taking further photographs and/or videos if and when requested to do so by staff.

### **51.17 Monitoring and review**

51.17.1 This policy will be reviewed on an annual basis by the Head Teacher and the data protection officer.

51.17.2 Any changes to this policy will be communicated to all staff members and, where appropriate, parents.

## **52 Adverse Weather and Travel Disruption Policy**

52.1 This policy applies where it becomes impossible or dangerous for members of staff to

travel in to work because of:

- Extreme adverse weather such as heavy snow;
- Industrial action affecting transport networks; or
- Major incidents affecting travel or public safety.

**52.2** On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties members of staff face and to protect health and safety, while still keeping the business running as effectively as possible.

**52.3** This policy applies to all members of staff.

**52.4** This policy does not form part of any members of staff's contract of employment and we may amend it at any time.

### **52.5 Travelling to work**

52.5.1 Members of staff should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

52.5.2 Members of staff who are unable to attend work on time or at all should telephone their line manager before their normal start time on each affected day.

52.5.3 Members of staff who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, members of staff should report this to their line manager and attend work unless told otherwise.

52.5.4 Members of staff who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other members of staff in similar circumstances.

### **52.6 Alternative working arrangements**

52.6.1 Members of staff may be required to work from home, where possible, or from an alternative place of work, if available. Line managers will advise them of any such requirement. Such members of staff will receive their normal pay.

52.6.2 Members of staff who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, members of staff should not be required to do anything they cannot do competently or safely.

### **52.7 Absence and pay**

52.7.1 Members of staff who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost.

52.7.2 Absence can be treated in a variety of ways. Members of staff should discuss their preference with their line manager, who retains overall discretion in the matter. A number of options are set out below:

- Treating the absence as annual leave.
- Making up the lost hours within a reasonable time.
- Treating the absence as special unpaid leave.

52.7.3 If, in exceptional circumstances, we decide to close the workplace, members of staff will be paid as if they had worked their normal hours.

## 52.8 Trust closures and other childcare issues

52.8.1 Adverse weather sometimes leads to Trust or nursery closures or the unavailability of a nanny or childminder.

52.8.2 In cases such as these where childcare arrangements have been disrupted, members of staff may have a statutory right to reasonable time off without pay.

## 53 Data Protection

### 53.1 Applicable data

53.1.1 For the purpose of this policy, **personal data** refers to information that relates to an identifiable, living individual, including information such as an online identifier, e.g. an IP address. The UK GDPR applies to both automated personal data and to manual filing systems, where personal data is accessible according to specific criteria, as well as to chronologically ordered data and pseudonymised data, e.g. key-coded.

53.1.2 **Sensitive personal data** is referred to in the UK GDPR as ‘special categories of personal data’, and is defined as:

- Genetic data.
- Biometric data.
- Data concerning health.
- Data concerning a person’s sex life.
- Data concerning a person’s sexual orientation.
- Personal data which reveals:
- Racial or ethnic origin.
- Political opinions.
- Religious or philosophical beliefs.
- Trade union membership.

### 53.2 Principles

53.2.1 In accordance with the requirements outlined in the UK GDPR, personal data will be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Accurate and, where necessary, kept up-to-date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.

- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods, insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

53.2.2 The UK GDPR also requires that “the controller shall be responsible for, and able to demonstrate, compliance with the principles”.

### **53.3 Accountability**

53.3.1 The Trust will implement appropriate technical and organisational measures to demonstrate that data is processed in line with the principles set out in the UK GDPR.

53.3.2 The Trust will provide a comprehensive, clear and transparent privacy policy.

53.3.3 Additional internal records of the academy’s processing activities will be maintained and kept up-to-date.

53.3.4 Records of activities relating to higher risk processing will be maintained, such as the processing of activities that:

- Are not occasional.
- Could result in a risk to the rights and freedoms of individuals.
- Involve the processing of special categories of data or criminal conviction and offence data.

53.3.5 Internal records of processing activities will include the following:

- Name and details of the organisation
- Purpose(s) of the processing
- Description of the categories of individuals and personal data
- Retention schedules
- Categories of recipients of personal data
- Description of technical and organisational security measures
- Details of transfers to third countries, including documentation of the transfer mechanism safeguards in place

53.3.6 The Trust will also document other aspects of compliance with the UK GDPR and Data Protection Act where this is deemed appropriate in certain circumstances by the DPO, including the following:

- Information required for privacy notices, e.g. the lawful basis for the processing
- Records of consent
- Controller-processor contracts
- The location of personal data
- Data Protection Impact Assessment (DPIA) reports
- Records of personal data breaches

- 53.3.7 The Trust will implement measures that meet the principles of data protection by design and data protection by default, such as:
- Minimising the processing of personal data.
  - Pseudonymising personal data as soon as possible.
  - Ensuring transparency in respect of the functions and processing of personal data.
  - Allowing individuals to monitor processing.
  - Continuously creating and improving security features.

53.3.8 DPIAs will be used to identify and reduce data protection risks, where appropriate.

#### **53.4 Data protection officer (DPO)**

- 53.4.1 Emma Chawner, the Chief Operating Officer has within her role to act as the DPO to:
- Inform and advise the academy and its employees about their obligations to comply with the UK GDPR and other data protection laws.
  - Monitor the academy's compliance with the UK GDPR and other laws, including managing internal data protection activities, advising on DPIAs, conducting internal audits, and providing the required training to staff members.
  - Cooperate with the ICO and act as the first point of contact for the ICO and for individuals whose data is being processed.

- 53.4.2 The DPO is responsible for:
- Coordinating a proactive and preventative approach to data protection.
  - Calculating and evaluating the risks associated with the Trust's data processing.
  - Having regard to the nature, scope, context, and purposes of all data processing.
  - Prioritising and focussing on more risky activities, e.g. where special category data is being processed.
  - Promoting a culture of privacy awareness throughout the Trust community.

53.4.3 An existing employee will be appointed to the role of DPO provided that their duties are compatible with the duties of the DPO and do not lead to a conflict of interests.

53.4.4 The individual appointed as DPO will have professional experience and be highly knowledgeable about data protection law, particularly that in relation to the Trust.

53.4.5 The DPO will report to the highest level of management at the Trust, which is the Trust Board.

53.4.6 The DPO will operate independently and will not be dismissed or penalised for performing their duties.

53.4.7 Staff will ensure that they involve the DPO in all data protection matters closely and in a timely manner.

53.4.8 Sufficient resources and appropriate access will be provided to the DPO to enable them to meet their UK GDPR obligations.

#### **53.5 Lawful processing**

53.5.1 The legal basis for processing data will be identified and documented prior to data being processed.

- 53.5.2 Under the UK GDPR, data will be lawfully processed under the following conditions:
- The consent of the data subject has been obtained
  - Processing is necessary for a contract held with the individual, or because they have asked the Trust to take specific steps before entering into a contract
  - Processing is necessary for compliance with a legal obligation (not including contractual obligations)
  - Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller
  - Processing is necessary for protecting vital interests of a data subject or another person, i.e. to protect someone's life
  - Processing is necessary for the purposes of legitimate interests pursued by the controller or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject. (This condition is not available to processing undertaken by the Trust in the performance of its tasks.)
- 53.5.3 The Trust will only process personal data without consent where any of the above Purposes cannot reasonably be achieved by other, less intrusive means or by processing less data.
- 53.5.4 Sensitive data will only be processed under the following conditions\*:
- Explicit consent of the data subject.
  - Processing carried out by a not-for-profit body with a political, philosophical, religious or trade union aim provided the processing relates only to members or former members (or those who have regular contact with it in connection with those purposes) and provided there is no disclosure to a third party without consent.
  - Processing relates to personal data manifestly made public by the data subject.
  - Processing is necessary for:
    - Carrying out obligations under employment, social security or social protection law, or a collective agreement.
    - Protecting the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent.
    - The establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity.
    - Reasons of substantial public interest with a basis in law which is proportionate to the aim pursued and which contains appropriate safeguards.
    - The purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services with a basis in law.
    - Reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of healthcare and of medicinal products or medical devices.
    - Archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes in accordance with a basis in law.

\*What is special category data?

The GDPR defines special category data as:

- personal data revealing racial or ethnic origin;
- personal data revealing political opinions;
- personal data revealing religious or philosophical beliefs;
- personal data revealing trade union membership;
- genetic data;

- biometric data (where used for identification purposes);
- data concerning health;
- data concerning a person's sex life; and
- data concerning a person's sexual orientation.

This does not include personal data about criminal allegations, proceedings or convictions, as separate rules apply. For further information, please see our separate guidance on [criminal offence data](#).

Special category data includes personal data revealing or concerning the above types of data. Therefore, if you have inferred or guessed details about someone which fall into one of the above categories, this data may count as special category data. It depends on how certain that inference is, and whether you are deliberately drawing that inference.

#### 53.5.5 Where the Trust relies on:

- 'Performance of contract' to process a child's data, the Trust considers the child's competence to understand what they are agreeing to, and to enter into a contract.
- 'Legitimate interests' to process a child's data, the Trust takes responsibility for identifying the risks and consequences of the processing, and puts age-appropriate safeguards in place.
- Consent to process a child's data, the Trust ensures that the requirements outlined in paragraphs 53.7 and 53.8 are met, and the Trust does not exploit any imbalance of power in the relationship between the Trust and the child.

### 53.6 Consent

53.6.1 Consent must be a positive indication expressly confirmed in words. It cannot be inferred from silence, inactivity, a positive action without words or pre-ticked boxes.

53.6.2 Consent will only be accepted where it is freely given, specific, informed and an unambiguous indication of the individual's wishes.

53.6.3 Where consent is given, a record will be kept documenting how and when consent was given, and what the data subject was told.

53.6.4 The Trust ensures that consent mechanisms meet the standards of the UK GDPR. Where the standard of consent cannot be met, an alternative legal basis for processing the data must be found, or the processing must cease.

53.6.5 Consent accepted under the DPA will be reviewed to ensure it meets the standards of the UK GDPR; however, acceptable consent obtained under the DPA will not be reobtained.

53.6.6 Consent can be withdrawn by the individual at any time.

53.6.7 Where the Trust opts to provide an online service directly to a child, the child is aged 13 or over, and the consent meets the requirements outlined in 53.2, the Trust obtains consent directly from that child; otherwise, consent is obtained from whoever holds parental responsibility for the child, except where the processing is related to preventative or counselling services offered directly to children.

53.6.8 In all other instances with regards to obtaining consent, an appropriate age of consent is considered by the Trust on a case-by-case basis, taking into account the requirements outlined in paragraph 53.2.

### **53.7 The right to be informed**

53.7.1 Adults and children have the same right to be informed about how the Trust their data.

53.7.2 The privacy notices supplied to individuals, including children, in regard to the processing of their personal data will be written in clear, plain, age-appropriate language which is concise, transparent, easily accessible and free of charge.

53.7.3 If services are offered directly to a child, the academy will ensure that the privacy notice is written in a clear, plain manner that the child will understand

53.7.4 In relation to data obtained both directly from the data subject and not obtained directly from the data subject, the following information will be supplied within the privacy notice:

- The identity and contact details of the controller, the controller's representative, where applicable, and the DPO.
- The purpose of, and the lawful basis for, processing the data.
- The legitimate interests of the controller or third party.
- Any recipient or categories of recipients of the personal data.
- Details of transfers to third countries and the safeguards in place.
- The retention period of criteria used to determine the retention period.
- The existence of the data subject's rights, including the right to:
  - Withdraw consent at any time.
  - Lodge a complaint with a supervisory authority.
- The existence of automated decision making, including profiling, how decisions are made, the significance of the process and the consequences.

53.7.5 Where data is obtained directly from the data subject, information regarding whether the provision of personal data is part of a statutory or contractual requirement, as well as any possible consequences of failing to provide the personal data, will be provided.

53.7.6 Where data is not obtained directly from the data subject, information regarding the categories of personal data that the academy holds, the source that the personal data originates from and whether it came from publicly accessible sources, will be provided.

53.7.7 For data obtained directly from the data subject, this information will be supplied at the time the data is obtained.

53.7.8 In relation to data that is not obtained directly from the data subject, this information will be supplied:

- Within one month of having obtained the data.
- If disclosure to another recipient is envisaged, at the latest, before the data are disclosed.
- If the data are used to communicate with the individual, at the latest, when the first communication takes place.

## **53.8 The right of access**

- 53.8.1 Individuals, including children, have the right to obtain a copy of their personal data as well as other supplementary information, including confirmation that their data is being processed.
- 53.8.2 Individuals, including children, have the right to submit a subject access request (SAR) to gain access to their personal data in order to verify the lawfulness of the processing.
- 53.8.3 Where a SAR has been made for information held about a child, the Trust evaluate whether the child is capable of fully understanding their rights. If the Trust determines the child can understand their rights, it will respond directly to the child.
- 53.8.4 The Trust will verify the identity of the person making the request before any information is supplied.
- 53.8.5 A copy of the information will be supplied to the individual free of charge; however, the academy may impose a 'reasonable fee' to cover the administrative costs of complying with requests that are manifestly unfounded or excessive or if an individual requests further copies of the same information.
- 53.8.6 Where a SAR has been made electronically, the information will be provided in a commonly used electronic format.
- 53.8.7 Where a request is manifestly unfounded, excessive or repetitive, a reasonable fee will be charged.
- 53.8.8 All fees will be based on the administrative cost of providing the information.
- 53.8.9 All requests will be responded to without delay and at the latest, within one month of receipt.
- 53.8.10 In the event of numerous or complex requests, the period of compliance will be extended by a further two months. The individual will be informed of this extension, and will receive an explanation of why the extension is necessary, within one month of the receipt of the request.
- 53.8.11 Where a request is manifestly unfounded or excessive, the Trust holds the right to refuse to respond to the request. The individual will be informed of this decision and the reasoning behind it, as well as their right to complain to the supervisory authority and to a judicial remedy, within one month of the refusal.
- 53.8.12 The Trust will ensure that information released in response to a SAR does not disclose personal data of another individual. If responding to the SAR in the usual way would disclose such data the Trust will:
- Omit certain elements from the response if another individual's personal data would be disclosed otherwise.
  - Reject requests that cannot be fulfilled without disclosing another individual's personal data, unless that individual consents or it is reasonable to comply without consent.

- Explain to the individual who made the SAR why their request could not be responded to in full.

53.8.13 In the event that a large quantity of information is being processed about an individual, the Trust will ask the individual to specify the information the request is in relation to – the time limit for responding to the request will be paused until clarification from the individual is received.

### **53.9 The right to rectification**

53.9.1 Individuals, including children, are entitled to have any inaccurate or incomplete personal data rectified.

53.9.2 Where the personal data in question has been disclosed to third parties, the academy will inform them of the rectification where possible.

53.9.3 Where appropriate, the academy will inform the individual about the third parties that the data has been disclosed to.

53.9.4 Requests for rectification will be responded to within one month; this will be extended by two months where the request for rectification is complex.

53.9.5 Requests for rectification will be investigated and resolved, where appropriate, free of charge; however, the Trust may impose a 'reasonable fee' to cover the administrative costs of complying with requests that are manifestly unfounded or excessive or if an individual makes multiple requests at once.

53.9.6 The Trust will take reasonable steps to ensure that data is accurate or are rectified if inaccurate, implementing a proportional response for data that has a significant impact on the individual, e.g. if significant decisions are made using that data.

53.9.7 The Trust will restrict processing of the data in question whilst its accuracy is being verified, where possible.

53.9.8 The Trust reserves the right to refuse to process requests for rectification if they are manifestly unfounded or excessive or if exemptions apply.

53.9.9 Where no action is being taken in response to a request for rectification, or where the request has been investigated and the data has been found to be accurate, the Trust will explain the reason for this to the individual, and will inform them of their right to complain to the supervisory authority and to a judicial remedy.

53.9.10 Where the Trust needs more information from the individual to confirm their identity before complying with the request, we will let the individual know as soon as possible and within one month.

### **53.10 The right to erasure**

53.10.1 Individuals, including children, hold the right to request the deletion or removal of personal data where there is no compelling reason for its continued processing.

53.10.2 Individuals, including children, have the right to erasure in the following circumstances:

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed

- When the individual withdraws their consent where consent was the lawful basis on which the processing of the data relied
- When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing
- The personal data was unlawfully processed
- The personal data is required to be erased in order to comply with a legal obligation
- The personal data is processed in relation to the offer of information society services to a child

53.10.3 The Trust will comply with the request for erasure without undue delay and at the latest within one month of receipt of the request.

53.10.4 The Trust has the right to refuse a request for erasure where the personal data is being processed for the following reasons:

- To exercise the right of freedom of expression and information
- To comply with a legal obligation for the performance of a public interest task or exercise of official authority
- For public health purposes in the public interest
- For archiving purposes in the public interest, scientific research, historical research or statistical purposes
- The establishment, exercise or defence of legal claims

53.10.5 The Trust has the right to refuse a request for erasure for special category data where processing is necessary for:

- Public health purposes in the public interest, e.g. protecting against serious cross-border threats to health.
- Purposes of preventative or occupational medicine, the working capacity of an employee, medical diagnosis, the provision of health or social care, or the management of health or social care systems or services.

53.10.6 Requests for erasure will be handled free of charge; however, the Trust may impose a 'reasonable fee' to cover the administrative costs of complying with requests that are manifestly unfounded or excessive or if an individual makes multiple requests at once.

53.10.7 As a child may not fully understand the risks involved in the processing of data when consent is obtained, special attention will be given to existing situations where a child has given consent to processing and they later request erasure of the data, regardless of age at the time of the request.

53.10.8 Where personal data has been disclosed to third parties, they will be informed about the erasure of the personal data, unless it is impossible or involves disproportionate effort to do so.

53.10.9 Where personal data has been made public within an online environment, the Trust will inform other organisations who process the personal data to erase links to and copies of the personal data in question.

53.10.10 Where the Trust needs more information from the individual to confirm their identity before complying with the request, we will let the individual know as soon as possible and within one month.

### **53.11 The right to restrict processing**

53.11.1 Individuals, including children, have the right to block or suppress the academy's processing of personal data.

53.11.2 In the event that processing is restricted, the academy will store the personal data, but not further process it, guaranteeing that just enough information about the individual has been retained to ensure that the restriction is respected in future.

53.11.3 The academy will restrict the processing of personal data in the following circumstances:

- Where an individual contests the accuracy of the personal data, processing will be restricted until the Trust has verified the accuracy of the data
- Where an individual has objected to the processing and the academy is considering whether their legitimate grounds override those of the individual
- Where processing is unlawful and the individual opposes erasure and requests restriction instead
- Where the academy no longer needs the personal data but the individual requires the data to establish, exercise or defend a legal claim
- Although this is distinct from the right to rectification and the right to object, there are close links between those rights and the right to restrict processing i.e.
  - if an individual has challenged the accuracy of their data and asked Tees Valley Education Trust to rectify it, the individual also has a right to request that Tees Valley Education Trust restrict processing while we consider their rectification request; or
  - if an individual exercises their right to object, the individual also has a right to request that Tees Valley Education Trust restrict processing while we consider their objection request.

Therefore, as a matter of good practice Tees Valley Education Trust should automatically restrict the processing whilst we are considering its accuracy or the legitimate grounds for processing the personal data in question.

53.11.4 If the personal data in question has been disclosed to third parties, the academy will inform them about the restriction on the processing of the personal data, unless it is impossible or involves disproportionate effort to do so.

53.11.5 Where the academy is restricting the processing of personal data in response to a request, it will make that data inaccessible to others, where possible, e.g. by temporarily moving the data to another processing system or unpublishing published data from a website.

53.11.6 The academy will inform individuals when a restriction on processing has been lifted.

53.11.7 The academy reserves the right to refuse requests for restricting processing if they are manifestly unfounded or excessive or if exemptions apply. The individual will be informed of this decision and the reasoning behind it, as well as their right to complain to the supervisory authority and to a judicial remedy, within one month of the refusal.

53.11.8 Where Trust needs more information from the individual to confirm their identity before complying with the request, we will let the individual know as soon as possible and within one month.

### **53.12 The right to data portability**

- 53.12.1 Individuals, including children, have the right to obtain and reuse their personal data for their own purposes across different services.
- 53.12.2 Personal data can be easily moved, copied or transferred from one IT environment to another in a safe and secure manner, without hindrance to usability.
- 53.12.3 The right to data portability only applies in the following cases:
- Where personal data has been provided directly by an individual to a controller
  - Where the processing is based on the individual's consent or for the performance of a contract
  - When processing is carried out by automated means
- 53.12.4 Personal data will be provided in a structured, commonly used and machine-readable form.
- 53.12.5 The academy will provide the information free of charge.
- 53.12.6 Where feasible, data will be transmitted directly to another organisation at the request of the individual.
- 53.12.7 The Trust is not required to adopt or maintain processing systems which are technically compatible with other organisations.
- 53.12.8 In the event that the personal data concerns more than one individual, the Trust will consider whether providing the information would prejudice the rights of any other individual.
- 53.12.9 The Trust will respond to any requests for portability within one month.
- 53.12.10 Where the request is complex, or a number of requests have been received, the timeframe can be extended by two months, ensuring that the individual is informed of the extension and the reasoning behind it within one month of the receipt of the request.
- 53.12.11 Where no action is being taken in response to a request, the Trust will, without delay and at the latest within one month, explain to the individual the reason for this and will inform them of their right to complain to the supervisory authority and to a judicial remedy.

### **53.13 The right to object**

- 53.13.1 The academy will inform individuals, including children, of their right to object at the first point of communication, and this information will be outlined in the privacy notice and explicitly brought to the attention of the data subject, ensuring that it is presented clearly and separately from any other information.
- 53.13.2 Individuals, including children, have the right to object to the following:
- Processing based on legitimate interests or the performance of a task in the public interest
  - Processing used for direct marketing purposes
  - Processing for purposes of scientific or historical research and statistics.

- 53.13.3 Where personal data is processed for the performance of a legal task or legitimate interests:
- An individual's grounds for objecting must relate to his or her particular situation.
  - The academy will stop processing the individual's personal data unless the processing is for the establishment, exercise or defence of legal claims, or, where the academy can demonstrate compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the individual.
  - The academy will respond to objections proportionally, granting more weight to an individual's objection if the processing of their data is causing them substantial damage or distress.
- 53.13.4 Where personal data is processed for direct marketing purposes:
- The right to object is absolute and the academy will stop processing personal data for direct marketing purposes as soon as an objection is received.
  - The academy cannot refuse an individual's objection regarding data that is being processed for direct marketing purposes.
  - The academy will retain only enough information about the individual to ensure that the individual's preference not to receive direct marketing is respected in future.
- 53.13.5 Where personal data is processed for research purposes:
- The individual must have grounds relating to their particular situation in order to exercise their right to object.
  - Where the processing of personal data is necessary for the performance of a public interest task, the academy is not required to comply with an objection to the processing of the data.
- 53.13.6 The DPO will ensure that details are recorded for all objections received, including those made by telephone or in person, and will clarify each objection with the individual making the request to avoid later disputes or misunderstandings.
- 53.13.7 Where the processing activity is outlined above, but is carried out online, the academy will offer a method for individuals to object online.
- 53.13.8 The academy will respond to all objections without undue delay and within one month of receiving the objection; this may be extended by a further two months if the request is complex or repetitive.
- 53.13.9 Where no action is being taken in response to an objection, the Trust will, without delay and at the latest within one month, explain to the individual the reason for this and will inform them of their right to complain to the supervisory authority and to a judicial remedy.
- 53.13.10 Where the Trust needs more information from the individual to confirm their identity before responding to their objection, we will let the individual know as soon as possible. The period for responding to their objection begins when Tees Valley Education Trust receive the additional information.

#### **53.14 Automated decision making and profiling**

- 53.14.1 The academy will only ever conduct solely automated decision making with legal or similarly significant effects if the decision is:
- Necessary for entering into or performance of a contract.
  - Authorised by law.
  - Based on the individual's explicit consent.

- 53.14.2 Automated decisions will not concern a child nor use special category personal data, unless:
- The academy has the explicit consent of the individual.
  - The processing is necessary for reasons of substantial public interest.
- 53.14.3 The academy will conduct a DPIA for automated decision making to mitigate risk of errors, bias and discrimination.
- 53.14.4 The academy will ensure that individuals concerned are given specific information about the processing and an opportunity to challenge or request a review of the decision.
- 53.14.5 Individuals have the right not to be subject to a decision when both of the following conditions are met:
- It is based on automated processing, e.g. profiling
  - It produces a legal effect or a similarly significant effect on the individual
- 53.14.6 The academy will take steps to ensure that individuals are able to obtain human intervention, express their point of view, and obtain an explanation of the decision and challenge it.
- 53.14.7 When automatically processing personal data for profiling purposes, the academy will ensure that the appropriate safeguards are in place, including:
- Ensuring processing is fair and transparent by providing meaningful information about the logic involved, as well as the significance and the predicted impact.
  - Using appropriate mathematical or statistical procedures.
  - Implementing appropriate technical and organisational measures to enable inaccuracies to be corrected and minimise the risk of errors.
  - Securing personal data in a way that is proportionate to the risk to the interests and rights of the individual and prevents discriminatory effects.

### **53.15 Data protection by design and default**

- 53.15.1 The Trust will act in accordance with the UK GDPR by adopting a data protection by design and default approach and implementing technical and organisational measures which demonstrate how the Trust has considered and integrated data protection into all aspects of processing activities.
- 53.15.2 In line with the data protection by default approach, the Trust will ensure that only data that is necessary to achieve its specific purpose will be processed.
- 53.15.3 The Trust will implement a data protection by design and default approach by using a number of methods, including, but not limited to:
- Considering data protection issues as part of the design and implementation of systems, services and practices.
  - Making data protection an essential component of the core functionality of processing systems and services.
  - Automatically protecting personal data in academies ICT systems.
  - Promoting the identity of the DPO as a point of contact.
  - Ensuring that documents are written in plain language so individuals can easily understand what is being done with personal data.

## **53.16 Data Protection Impact Assessments (DPIAs)**

- 53.16.1 DPIAs will be used in certain circumstances to identify the most effective method of complying with the academy's data protection obligations and meeting individuals' expectations of privacy.
- 53.16.2 DPIAs will allow the academy to identify and resolve problems at an early stage, thus reducing associated costs and preventing damage from being caused to the Trust's reputation which might otherwise occur.
- 53.16.3 A DPIA will be carried out when using new technologies or when the processing is likely to result in a high risk to the rights and freedoms of individuals.
- 53.16.4 A DPIA will be used for more than one project, where necessary.
- 53.16.5 High risk processing includes, but is not limited to, the following:
- Systematic and extensive processing activities, such as profiling
  - Large scale processing of special categories of data or personal data which is in relation to criminal convictions or offences
  - The use of CCTV.
- 53.16.6 The academy will ensure that all DPIAs include the following information:
- A description of the processing operations and the purposes
  - An assessment of the necessity and proportionality of the processing in relation to the purpose
  - An outline of the risks to individuals
  - The measures implemented in order to address risk
- 53.16.7 Where a DPIA indicates high risk data processing, the Trust will consult the ICO to seek its opinion as to whether the processing operation complies with the UK GDPR.

## **53.17 Data breaches**

- 53.17.1 The term 'personal data breach' refers to a breach of security which has led to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.
- 53.17.2 The headteacher will ensure that all staff members are made aware of, and understand, what constitutes a data breach as part of their training.
- 53.17.3 Where the academy faces a data security incident, the DPO will coordinate an effort to establish whether a personal data breach has occurred, assess the significance of any breach, and take prompt and appropriate steps to address it.
- 53.17.4 Where a breach is likely to result in a risk to the rights and freedoms of individuals, the relevant supervisory authority will be informed.
- 53.17.5 Where a breach is likely to result in a risk to the rights and freedoms of individuals, the Chair of the Trust Board and the CEO will be informed.
- 53.17.6 All notifiable breaches will be reported to the Chair of the Trust Board and the CEO within 72 hours of the academy becoming aware of it.

53.17.7 The risk of the breach having a detrimental effect on the individual, and the need to notify the Chair of the Trust Board and the CEO, will be assessed on a case-by-case basis.

53.17.8 In the event that a breach is likely to result in a high risk to the rights and freedoms of an individual, the academy will notify those concerned directly.

53.17.9 A 'high risk' breach means that the threshold for notifying the individual is higher than that for the Chair of the Trust Board and the CEO.

53.17.10 In the event that a breach is sufficiently serious, the public will be notified without undue delay.

53.17.11 Effective and robust breach detection, investigation and internal reporting procedures are in place at the Trust, which facilitate decision-making in relation to whether the Chair of the Trust Board and the CEO or the public need to be notified.

53.17.12 Within a breach notification to the supervisory authority, the following information will be outlined:

- The nature of the personal data breach, including the categories and approximate number of individuals and records concerned
- The name and contact details of the DPO:  
Emma Chawner, Chief Operating Officer  
e-mail: [emma.chawner@tved.org.uk](mailto:emma.chawner@tved.org.uk)  
Telephone 01642 221156 Ext. 4214
- An explanation of the likely consequences of the personal data breach
- A description of the proposed measures to be taken to deal with the personal data breach
- Where appropriate, a description of the measures taken to mitigate any possible adverse effects

53.17.13 Where notifying an individual about a breach to their personal data, the academy will provide specific and clear advice to individuals on the steps they can take to protect themselves and their data, where possible and appropriate to do so.

53.17.14 Failure to report a breach when required to do so may result in a fine, as well as a fine for the breach itself.

53.17.15 The academy will ensure all facts regarding the breach, the effects of the breach and any decision-making processes and actions taken are documented in line with the UK GDPR accountability principle and in accordance with the Records Management Policy.

53.17.16 The academy will work to identify the cause of the breach and assess how a recurrence can be prevented, e.g. by mandating data protection refresher training where the breach was a result of human error.

## **53.18 Data security**

53.18.1 Confidential paper records will be kept in a locked filing cabinet, drawer or safe, with restricted access.

53.18.2 Confidential paper records will not be left unattended or in clear view anywhere with general access.

- 53.18.3 Digital data is coded, encrypted or password-protected, both on a local hard drive and on a network drive that is regularly backed up off-site.
- 53.18.4 Where data is saved on removable storage or a portable device, the device will be kept in a locked filing cabinet, drawer or safe when not in use.
- 53.18.5 Memory sticks will not be used to hold personal information unless they are password-protected and fully encrypted.
- 53.18.6 All electronic devices are password-protected to protect the information on the device in case of theft.
- 53.18.7 Where possible, the academy enables electronic devices to allow the remote blocking or deletion of data in case of theft.
- 53.18.8 Staff and governors will not use their personal laptops or computers for academy purposes.
- 53.18.9 All necessary members of staff are provided with their own secure login and password, and every computer regularly prompts users to change their password.
- 53.18.10 Emails containing sensitive or confidential information are password-protected if there are unsecure servers between the sender and the recipient.
- 53.18.11 Circular emails to parents are sent blind carbon copy (bcc), so email addresses are not disclosed to other recipients.
- 53.18.12 When sending confidential information by fax, staff will always check that the recipient is correct before sending.
- 53.18.13 Where personal information that could be considered private or confidential is taken off the premises, either in electronic or paper format, staff will take extra care to follow the same procedures for security, e.g. keeping devices under lock and key. The person taking the information from the academy premises accepts full responsibility for the security of the data.
- 53.18.14 Before sharing data, all staff members will ensure:
- They are allowed to share it.
  - That adequate security is in place to protect it.
  - Who will receive the data has been outlined in a privacy notice.
- 53.18.15 Under no circumstances are visitors allowed access to confidential or personal information. Visitors to areas of the academy containing sensitive information are supervised at all times.
- 53.18.16 The physical security of the academy's buildings and storage systems, and access to them, is reviewed regularly. If an increased risk in vandalism/burglary/theft is identified, extra measures to secure data storage will be put in place.
- 53.18.17 The academy will regularly test, assess and evaluate the effectiveness of any and all measures in place for data security.
- 53.18.18 The Trust takes its duties under the UK GDPR seriously and any unauthorised disclosure may result in disciplinary action.

53.18.19 The Head Teacher is responsible for continuity and recovery measures are in place to ensure the security of protected data.

### **53.19 Safeguarding**

53.19.1 The Trust understands that the UK GDPR does not prevent or limit the sharing of information for the purposes of keeping children safe.

53.19.2 The Trust will ensure that information pertinent to identify, assess and respond to risks or concerns about the safety of a child is shared with the relevant individuals or agencies proactively and as soon as is reasonably possible.

53.19.3 Where there is doubt over whether safeguarding information is to be shared, especially with other agencies, the DSL will ensure that they record the following information:

- Whether data was shared
- What data was shared
- With whom data was shared
- For what reason data was shared
- Where a decision has been made not to seek consent from the data subject or their parent
- The reason that consent has not been sought, where appropriate

53.19.4 The Trust will aim to gain consent to share information where appropriate; however, will not endeavour to gain consent if to do so would place a child at risk.

53.19.5 The Trust will manage all instances of data sharing for the purposes of keeping a child safe in line with the Child Protection and Safeguarding Policy.

### **53.20 Publication of information**

53.20.1 The Trust publishes a publication scheme on its website outlining classes of information that will be made routinely available, including:

- Policies and procedures
- Minutes of meetings
- Annual reports
- Financial information

53.20.2 Classes of information specified in the publication scheme are made available quickly and easily on request.

53.20.3 The Trust or its academies will not publish any personal information, including photos, on its website without the permission of the affected individual.

53.20.4 When uploading information to the academy website, staff are considerate of any metadata or deletions which could be accessed in documents and images on the site.

### **53.21 CCTV (if applicable) and photography**

53.21.1 The Trust understands that recording images of identifiable individuals constitutes as processing personal information, so it is done in line with data protection principles.

- 53.21.2 The academies notifies all pupils, staff and visitors of the purpose for collecting CCTV images via notice boards, letters and email.
- 53.21.3 Cameras are only placed where they do not intrude on anyone's privacy and are necessary to fulfil their purpose.
- 53.21.4 All CCTV footage will be kept for six months for security purposes; the Academy Business Manager is responsible for keeping the records secure and allowing access.
- 53.21.5 The academies will always indicate its intentions for taking photographs of pupils and will retrieve permission before publishing them.
- 53.21.6 If the academies wishes to use images/video footage of pupils in a publication, such as the academy website, prospectus, or recordings of academy plays, written permission will be sought for the particular usage from the parent of the pupil.
- 53.21.7 Precautions, as outlined in the Photography Policy, are taken when publishing photographs of pupils, in print, video or on the academy website.
- 53.21.8 Images captured by individuals for recreational/personal purposes, and videos made by parents for family use, are exempt from the UK GDPR.

#### **53.22 Data retention**

- 53.22.1 Data will not be kept for longer than is necessary.
- 53.22.2 Unrequired data will be deleted as soon as practicable.
- 53.22.3 Some educational records relating to former pupils or employees of the academy may be kept for an extended period for legal reasons, but also to enable the provision of references or academic transcripts.
- 53.22.4 Paper documents will be shredded or pulped, and electronic memories scrubbed clean or destroyed, once the data should no longer be retained.

#### **53.23 DBS data**

- 53.23.1 All data provided by the DBS will be handled in line with data protection legislation; this includes electronic communication.
- 53.23.2 Data provided by the DBS will never be duplicated.
- 53.23.3 Any third parties who access DBS information will be made aware of the data protection legislation, as well as their responsibilities as a data handler.

#### **53.24 Monitoring and review**

- 53.24.1 This policy is reviewed annually and approved by the Head Teacher/Trust Board.

## **54 Freedom of Information**

### **54.1 Accepting requests for information**

- 54.1.1 The Trust will only accept a request for information which meets all of the following criteria:
- It is in writing (this includes requests sent to the Trust's official social media accounts)
  - It states the name of the applicant (not a pseudonym) and an address for correspondence
  - It adequately describes the information requested
- 54.1.2 A request will be treated as made in writing if it meets all of the following requirements:
- It is transmitted by electronic means
  - It is received in legible form
  - It is capable of being used for subsequent reference
- 54.1.3 Where a request is submitted in a foreign language, the Trust is not expected to obtain a translation of the request. For the request to be processed, the Trust will ask the applicant to provide their request in English.
- 54.1.4 The Trust will publish details of its procedures for dealing with requests for information on the website, which includes the following:
- A contact address and email address
  - A telephone number
  - A named individual to assist applicants with their requests
  - General rights of access to information held by the Trust
- 54.1.5 Provided that the request meets the requirements set out in paragraph 54.1.1 of this policy, the Trust will comply with its duty to:
- Confirm or deny to any person making a request for information to the Trust, whether it holds information of the description specified in the request.
  - Provide the documentation, if the Trust confirms that it holds the requested information.
- 54.1.6 The Trust will endeavour to respond to requests outlined in 54.1.2 within 20 Trust days, or 60 working days if this is shorter, from receipt of the request.
- 54.1.7 Where a fee is charged, the timeframe within which the Trust has to respond to the request begins from the day the fee is received.
- 54.1.8 The Trust will not comply with paragraph 54.1.1 of this policy where:
- The Trust reasonably requires further information to meet a freedom of information request, has informed the applicant of this requirement, but was not subsequently supplied with that further information.
  - The information is no longer readily available as it is contained in files that have been placed in archive storage or is difficult to access for similar reasons.
  - A request for information is exempt under section 2 of the Freedom of Information Act 2000.
  - The cost of providing the information exceeds the appropriate limit.
  - The request is vexatious.
  - The request is a repeated request from the same person made within 60 consecutive working days of the initial one.

- A fee notice was not honoured.
- The requested information is not held by the Trust for the purposes of the Trust's business.

54.1.9 Where information is, or is thought to be, exempt, the Trust will endeavour, within 20 Trust days, give notice to the applicant which:

- States that fact
- Specifies the exemption in question.

54.1.10 If information falls within scope of a qualified exemption and the Trust needs additional time to consider the public interest test, the Trust may extend the deadline. In most cases, the extension will exceed no more than a further 20 Trust days; however, the actual length of the extension will be decided on a case-by-case basis.

54.1.11 Where a public interest test extension is required, the Trust will write to the applicant to inform them of this, stating the following information:

- Which exemption(s) the extension relies on and why
- A revised deadline for when the applicant will receive their response

54.1.12 Where a deadline has to be further extended, the Trust will write to the applicant again.

54.1.13 Requests for information that is not recorded by the Trust (e.g. requests for explanations, clarification of policy and comments on the Trust's business) will not be considered valid requests. In these cases, the applicant will be provided with an explanation of why their request will not be treated under the Freedom of Information Act 2000 and the Trust will respond to the applicant through other channels as appropriate.

54.1.14 The information provided to the applicant will be in the format that they have requested, where possible.

54.1.15 Where it is not possible to provide the information in the requested format, the Trust will assist the applicant by discussing alternative formats in which it can be provided.

54.1.16 The information provided will also be in the language in which it is held, or another language that is legally required.

54.1.17 If, under relevant disability and discrimination regulations, the Trust is legally obliged to provide the information in other forms and formats, it will do so.

54.1.18 In some cases, a request may be dealt with under more than one access regime, e.g. if the request involves both information about the Trust and personal information, it will be dealt with under the Freedom of Information Act 2000 and the Data Protection Act 2018.

54.1.19 Staff are made aware that it is a criminal offence to alter, deface, block, erase, destroy or conceal any information held by the Trust with the intention of preventing disclosure following a request.

## **54.2 The appropriate limit**

54.2.1 The Trust will not comply with any freedom of information request that exceeds the statutorily imposed appropriate limit of £450.

- 54.2.2 When determining whether the cost of complying with a freedom of information request is within the appropriate limit, the Trust will take account only of the costs we reasonably expect to incur in relation to:
- Determining whether it holds the information.
  - Locating the information, or a document which may contain the information.
  - Retrieving the information, or a document which may contain the information.
  - Extracting the information from a document containing it.
  - Costs related to the time spent by any person undertaking any of the activities outlined in paragraph 54.3.2 of this policy on behalf of the Trust, are to be estimated at a rate of £25 per person per hour.
- 54.2.3 The Trust is not required to search for information in scope of a request until it is within the cost limit.
- 54.2.4 If responding to one part of a request would exceed the cost limit, the Trust does not have to respond to any other parts of the request.
- 54.2.5 Where multiple requests for information are made to the Trust within 60 consecutive working days of each other, either by a single person or by different persons who appear to be acting in concert, the estimated cost of complying with any of the requests is to be taken to be the total costs to the Trust of complying with all of them.

### **54.3 Charging fees**

- 54.3.1 The Trust may, within 20 Trust days, give an applicant who has requested information from the Trust, a written notice stating that a fee is to be charged for the Trust's compliance.
- 54.3.2 Charges may be made for disbursements, such as the following:
- Production expenses, e.g. printing and photocopying
  - Transmission costs, e.g. postage
  - Complying with the applicant's preferences about the format in which they would like to receive the information, e.g. scanning to a CD
- 54.3.3 Fees charged will not exceed the total cost to the Trust of:
- Informing the person making the request whether we hold the information.
  - Communicating the information to the person making the request.
- 54.3.4 Where a fee is to be charged, the Trust will not comply with paragraph 54.4.3 of this policy unless the requested fee is paid within a period of three months, beginning with the day on which the fees notice is given to the applicant.
- 54.3.5 Where a fee is paid by cheque, the Trust has the right to wait until the cheque is cleared before commencing work.
- 54.3.6 Once a fee is received, the Trust will inform the applicant of the revised response deadline, i.e. an additional 20 Trust days (or 60 working days).
- 54.3.7 Where the Trust has underestimated the cost to be charged to an applicant, a second fees notice will not be issued; instead, the Trust will bear the additional costs.

54.3.8 The Trust will not take into account any costs which are attributable to the time spent by persons undertaking any of the activities mentioned in paragraph 54.4.3 above.

54.3.9 When calculating the 20th Trust day in which to respond to a freedom of information request, the period beginning the day on which the fee notice is given to the applicant and ending with the day on which the fee is received will be disregarded.

#### **54.4 Means of communication**

54.4.1 Where, on making a request for information, the applicant expresses a preference for communication by any one of the following means, the Trust will, as far as is practicable, give effect to that preference:

- The provision to the applicant of a copy of the information in permanent form or in another form acceptable to the applicant.
- The provision to the applicant of a reasonable opportunity to inspect a record containing the information.
- The provision to the applicant of a digest, or summary of the information, in permanent form or in another form acceptable to the applicant.

54.4.2 Where a preference is not stated by the applicant, the Trust will communicate by any means which are reasonable under the circumstances. For example, where an applicant uses Twitter to make a request, the Trust may respond via an alternative medium as Twitter restricts the length of a response.

#### **54.5 Providing advice and assistance**

54.5.1 The Trust will meet its duty to provide advice and assistance, as far as is reasonable, to any person who proposes to make, or has made, requests for information to the Trust.

54.5.2 The Trust may offer advice and assistance in the following circumstances:

- If an individual request to know what types of information the Trust holds and the format in which it is available, as well as information on the fees regulations and charging procedures.
- If a request has been made, but the Trust is unable to regard it as a valid request due to insufficient information, leading to an inability to identify and locate the information.
- If a request has been refused, e.g. due to an excessive cost, and it is necessary for the Trust to assist the individual who has submitted the request.

54.5.3 The Trust will provide assistance for each individual on a case-by-case basis; examples of how the Trust will provide assistance include the following:

- Informing an applicant of their rights under the Freedom of Information Act 2000
- Assisting an individual in the focus of their request, e.g. by advising of the types of information available within the requested category
- Advising an applicant if information is available elsewhere and how to access this information
- Keeping an applicant informed on the progress of their request

54.5.4 Where the Trust wishes to ask a different public authority to deal with a request by transferring it to them, this will only be done with the agreement of the applicant.

- 54.5.5 In order to provide assistance as outlined above, the Trust will engage in the following good practice procedures:
- Make early contact with an individual and keep them informed of the process of their request.
  - Adhere to the Trust's policies which outlines the steps included within the code.
  - Accurately record and document all correspondence concerning the clarification and handling of any request.
  - Give consideration to the most appropriate means of contacting the applicant, taking into account their individual circumstances.
  - Discuss with the applicant whether they would prefer to receive the information in an alternative format, in cases where it is not possible to provide the information requested in the manner originally specified.
  - Remain prepared to assist an applicant who has had their request denied due to an exemption.
- 54.5.6 The Trust will give particular consideration to what level of assistance is required for an applicant who has difficulty submitting a written request.
- 54.5.7 In circumstances where an applicant has difficulty submitting a written request, the Trust will:
- Make a note of the application over the telephone and then send the note to the applicant to confirm and return – the statutory time limit for a reply would begin here.
  - Direct the individual to a different agency that may be able to assist with framing their request.
- 54.5.8 This list is not exhaustive, and the Trust may decide to take additional assistance measures that are appropriate to the case.
- 54.5.9 Where an applicant's request has been refused either because the information is accessible by other means, or the information is intended for future publication or research, the Trust, as a matter of good practice, will provide advice and assistance.
- 54.5.10 The Trust will advise the applicant how and where information can be obtained, if it is accessible by other means.
- 54.5.11 Where there is an intention to publish the information in the future, the Trust will advise the applicant of when this publication is expected.
- 54.5.12 If the request is not clear, the Trust will ask for more detail from the applicant in order to identify and locate the relevant information, before providing further advice and assistance.
- 54.5.13 If the Trust believes the applicant has not provided their real name, the Trust will inform the applicant that the request will not be responded to until further information is received from the applicant.
- 54.5.14 If the Trust is able to clearly identify the elements of a request, it will respond following usual procedures and will provide advice and assistance for the remainder of the request.
- 54.5.15 If any additional clarification is needed for the remainder of a request, the Trust will ensure there is no delay in asking for further information.

- 54.5.16 Applicants are given two months to provide any requested clarification. If an applicant decides not to follow the Trust's advice and assistance and fails to provide clarification, the Trust is under no obligation to contact the applicant again.
- 54.5.17 If the Trust is under any doubt that the applicant did not receive the advice and assistance, the Trust will re-issue it.
- 54.5.18 The Trust is not required to provide assistance where an applicant's request is vexatious or repeated, as defined under section 14 of the Freedom of Information Act 2000.
- 54.5.19 Where the Trust has already sent a refusal request in relation to a previous vexatious request, the Trust is not obliged to send another notice for future vexatious requests.
- 54.5.20 An ongoing evidence log is kept, recording relevant correspondence or behaviour that has been taken into account when a request has been classed as vexatious.
- 54.5.21 The Trust is not required to provide information where the cost of complying with a request exceeds the limit outlined in the Freedom of Information Act 2000. In such cases, the Trust will firstly provide the applicant with advice and assistance to help them reframe or refocus their request with a view of bringing it within the cost limit. Then the Trust will consider whether any information can be provided free of charge if the applicant refuses to pay the fee.
- 54.5.22 If a request is refined, it will be treated as a new request.
- 54.5.23 A record will be kept by the Head Teacher in the Trust office of all the advice and assistance provided.

## **54.6 Consultation with third parties**

- 54.6.1 The Trust may need to consult third parties about information held in scope of a request to consider whether it would be suitable to disclose the information. Situations where third parties may need to be consulted include the following:
- When requests relate to persons or bodies who are not the applicant and/or the Trust
  - When the disclosure of information is likely to affect the interests of persons or bodies who are not the applicant or the Trust
- 54.6.2 The Trust will consider if a third party needs to be directly consulted about a request, particularly, if there are contractual obligations that require consultation before information is disclosed.
- 54.6.3 Third parties will also be consulted where the Trust is proposing to disclose information relating to them or information that is likely to affect their business or private interests.
- 54.6.4 The views of third parties will be given appropriate weighting when deciding how to respond to a request. For example, if the third party created or provided the information, they may have a better understanding of its sensitivity.
- 54.6.5 It is ultimately the Trust's decision as to whether information in scope of a request will be released following any relevant consultation.

- 54.6.6 Where the Trust decides to release information following consultation with a third party, the third party will be informed in advance that the information is going to be disclosed.
- 54.6.7 Where the Trust intends to release information that relates to a large number of third parties, the Trust will consider whether it would be more appropriate to contact a representative organisation who can express views on behalf of the third parties, rather than contacting each party individually. If no representative organisation exists, the Trust may also consider only notifying or consulting a sample of the third parties relating to the disclosure.
- 54.6.8 Decisions will be made on a case-by-case basis.

## **54.7 Internal reviews**

- 54.7.1 When responding to requests for information, the details of the Trust's internal review process will be set out, including information about how applicants can request an internal review. Applicants will also be informed of their right to complain to the ICO if they are still dissatisfied following the outcome of the Trust's internal review.
- 54.7.2 Requests for an internal review should be made in writing to the Trust.
- 54.7.3 For a request for an internal review to be accepted, it must be made within 40 Trust days from the date the Trust issued an initial response to the request.
- 54.7.4 Upon receipt of an application, the Trust will acknowledge an application and inform the applicant of the intended response date. Responses will usually be delivered within 20 Trust days of receipt of the application.
- 54.7.5 If an internal review is complex, requires consultation with third parties or the relevant information is of high volume, the Trust may need to extend the usual response timeframe. In these cases, the Trust will inform the applicant and provide an alternative response date. In most cases, the extension will exceed no more than a further 20 Trust days; however, the actual length of the extension will be decided on a case-by-case basis.
- 54.7.6 Where clarification is needed from an applicant regarding the review, the normal response period will not begin until clarification is received.
- 54.7.7 Wherever possible, the review will be undertaken by a different member of staff than the person who took the original decision.
- 54.7.8 During a review, the Trust will evaluate the handling of the request; particular attention will be paid to concerns raised by the applicant.
- 54.7.9 The applicant will be informed of the outcome of the review and a record will be kept of such reviews and the final decision that is made.
- 54.7.10 If the outcome of the review is to disclose information that was previously withheld, the information will be provided to the applicant at the same time they are informed of the response to the review, where possible. If this is not possible, the applicant will be informed of when the information will be provided.
- 54.7.11 Within the response to a review, the applicant will be informed again of their right to complain to the ICO.

## **54.8 Publication scheme**

54.8.1 The Trust will meet its duty to adopt and maintain a publication scheme which specifies the information which it will publish on the Trust's website, and whether the information will be available free of charge or on payment.

54.8.2 The publication scheme will be reviewed and, where necessary, updated on annual basis.

## **54.9 Contracts and outsourced services**

54.9.1 The Trust will make clear what information is held by third party contractors on behalf of the Trust.

54.9.2 Where a contractor holds information relating to a contract held with the Trust on behalf of the Trust, this information is considered in the same way as information held by a public authority and so is subject to the Freedom of Information Act 2000.

54.9.3 When entering into a contract, the Trust and contractor will agree what information the Trust will consider to be held by the contractor on behalf of the Trust, this will be indicated in the contract.

54.9.4 Appropriate arrangements will be put in place for the Trust to gain access to information held by the contractor on the Trust's behalf, in the event that a freedom of information request is made. These arrangements will be set out in a contract, and will cover areas including the following:

- How and when the contractor should be approached for information and who the points of contact are
- How quickly information should be provided to the Trust
- How any disagreement about disclosure between the Trust and contractor will be addressed
- How requests for internal reviews and appeals to the ICO will be managed
- The contractor's responsibility for maintaining record keeping systems in relation to the information they hold on behalf of the Trust
- The circumstances under which the Trust must consult with the contractor about disclosure and the process for doing so
- The types of information which should not be disclosed and the reasons for this confidentiality, where appropriate

54.9.5 In some situations, the Trust may offer or accept confidentiality arrangements that are not set out within a contract with a third party. The Trust and the third party will both be aware of the legal limits placed on the enforceability of expectations of confidentiality and the public interest in transparency. Such expectations outlined will only be created where it is appropriate to do so.

54.9.6 Contractors must comply with requests from the Trust for access to information they hold on behalf of the Trust.

54.9.7 Requests for information held by a contractor on behalf of the Trust will be responded to by the Trust. If a contractor receives a request, this will be passed onto the Trust for consideration.

## 54.10 Monitoring and review

54.10.1 This policy will be reviewed on an annual basis, or in light of any changes to relevant legislation, by the Head Teacher.

## 54.11 Model Publication Scheme

54.11.1 This scheme follows the model approved by the ICO and commits our Trust to make information available to the public as part of its normal business activities. We will:

- Proactively publish or otherwise make available as a matter of routine, information, including environmental information, which is held by the Trust and falls within the classifications below.
- Specify the information which is held by the Trust and falls within the classifications below.
- Proactively publish or otherwise make available as a matter of routine, information in line with the statements contained within this scheme.
- Produce and publish the methods by which the specific information is made routinely available so that it can be easily identified and accessed by members of the public.
- Review and update on a regular basis the information the Trust makes available under this scheme.
- Produce a schedule of any fees charged for access to information which is made proactively available.
- Make this publication scheme available to the public.
- Publish any dataset held by the Trust that has been requested, and any updated versions it holds, unless the Trust is satisfied that it is not appropriate to do so; to publish the dataset, where reasonably practicable, in an electronic form that is capable of re-use; and, if any information in the dataset is a relevant copyright work and the Trust is the only owner, to make the information available for re-use under the terms of the Re-use of Public Sector Information Regulations 2015, if they apply, and otherwise under the terms section 19 of the Freedom of Information Act 2000. The terms 'dataset' and 'relevant copyright work' are defined in sections 11(5) and 19(8) of the Freedom of Information Act 2000 respectively.
- Where information is held, along with all associated charges, can be found in our 'Guide to information' held in the Trust office.

## 54.12 Classes of information

54.12.1 Information that is available under this scheme includes:

- **Who we are and what we do:** Organisational information, locations and contacts, information on constitutional and legal governance.
- **What we spend and how we spend it:** Financial information relating to projected and actual income and expenditure, tendering, procurement and contracts.
- **What our priorities are and how we are doing:** Strategy and performance information, plans, assessments, inspections and reviews.
- **How we make decisions:** Policy proposals and decisions, decision-making processes, internal criteria and procedures, consultations.
- **Our policies and procedures:** Current written protocols for delivering our functions and responsibilities.
- **Lists and registers:** Information held in registers required by law and other lists and registers relating to the functions of the Trust.

- **The services we offer:** Advice and guidance, booklets and leaflets, transactions and media releases. A description of the services offered.

54.12.2 Information which **will not** be made available under this scheme includes:

- Information the disclosure of which is prevented by law, or exempt under the Freedom of Information Act 2000, or is otherwise properly considered to be protected from disclosure.
- Information in draft form or notes, documents in older versions, emails or other correspondence.
- Information that is no longer readily available as it is contained in files that have been placed in archive storage or is difficult to access for similar reasons.

#### **54.13 How information published under this scheme will be made available**

54.13.1 Information covered by this scheme will, as far as possible, be published on the Trust website. Where this is impracticable, or you do not wish to access the information via the Trust website, information covered by this scheme can also be obtained by contacting our Data Protection Officer.

54.13.2 Requested information under this scheme will be delivered electronically, but paper copies can also be provided.

#### **54.14 Freedom of information requests**

54.14.1 Information that is not covered by this scheme can be requested in writing, where its provision will be considered under the Freedom of Information Act 2000.

54.14.2 To enable us to process freedom of information requests within statutory timeframes, please mark all correspondence:

#### **“FREEDOM OF INFORMATION REQUEST”**

#### **54.15 Charges**

54.15.1 The purpose of this scheme is to make the maximum amount of Information readily available at minimum inconvenience and cost to the public. Charges made by the Trust for routinely published material will be justified and transparent and kept to a minimum.

54.15.2 Material which has been published and accessible on the Trust website is available free of charge.

54.15.3 Charges may be made for information subject to a charging regime specified by Parliament.

54.15.4 Charges may also be made for information provided under this scheme where they are legally authorised, they are in all the circumstances, including the general principles of the right of access to information held by the Trust, justified and are in accordance with a published schedule or schedule of fees – this is available via our ‘Guide to information’.

## **54.16 Where charges will be made for disbursements incurred**

54.16.1 Where paper copies of the information covered by this scheme are requested, a small charge may be made to cover disbursements incurred such as:

- Photocopying.
- Postage and packaging.
- The costs directly incurred as a result of viewing information.

54.16.2 Where a charge is to be made, confirmation of the payment due will be given before the information is provided. Payment may be requested prior to provision of the information.

54.16.3 Where you wish to charge for making available any copyrighted datasets for re-use. If a request is made to re-use all, or part, of a copyrighted dataset, a charge may be made – this will be in accordance with the terms of the Re-use of Public Sector Information Regulations 2015, where applicable, with regulations made under section 11B of the Freedom of Information Act 2000, or with any other statutory powers held by the Trust.

54.16.4 No charges will be made for some paper copies. Single paper copies are also available free of charge to parents and prospective parents of the Trust.

## **55 Information and Communication**

**55.1** It is the policy of this Trust to communicate information about the Trust's activities to all members of staff on a regular basis, and to encourage members of staff to provide ideas and feedback to management on all aspects of the Trust's operations. The Trust believes that a regular flow of information from management to member of staff and vice versa will enhance its effectiveness and productivity.

**55.2** In communicating information to members of staff about the Trust's activities and plans for the future, the Trust also wishes to encourage members of staff to provide feedback, including ideas, suggestions and proposals as to how the Trust can improve the way in which it operates its business.

**55.3** In addition to information and consultation, the Trust will:

- Communicate general information and news about its activities through regular briefings and emails.
- Post notices on notice-boards to remind members of staff of important information, including statutory notices; and
- Regularly update its HR policies staff handbook and make copies of the handbook available to all members of staff.

**55.4** The Trust believes that regular communication of this nature will produce benefits for all, including:

- Improved motivation and commitment;
- Better identification of and solutions to day-to-day problems;
- Better management decisions;
- Increased understanding about management decisions or the need for change; and
- Increased levels of trust and improved working relationships.

**55.5** All members of staff are encouraged to come forward to their manager if they have an idea, suggestion, proposal, problem or any type of feedback that they believe could improve efficiency and/or benefit the Trust in the running of its day-to-day affairs. The Trust believes in the "open-door principle", i.e. that every member of staff should feel comfortable in approaching his/her manager to raise and discuss any issues that are of concern or interest to him/her.

**55.6** Management will take members of staffs' views, suggestions, proposals and queries on board and give them full and fair consideration, although no guarantee can be given that any particular suggestion or request will be implemented. Appropriate feedback will be provided at the following meeting or, if possible, before that time.

## **56 Staff and Volunteer Confidentiality**

### **56.1 Confidentiality and child protection**

56.1.1 The Trust aims to strike a balance between confidentiality and trust, ensuring the safety, wellbeing and protection of our pupils.

56.1.2 Staff members and volunteers alike will pass on information if they believe a child is at risk of harm, otherwise, staff are not obliged to break confidentiality.

56.1.3 In almost all cases of disclosure, limited confidentiality is always on offer.

56.1.4 Staff members and volunteers will use their professional judgement when considering whether to inform a child that a disclosure may be made in confidence and whether such confidence could remain having heard the information, bearing in mind that staff can never guarantee absolute confidentiality to pupils.

56.1.5 The Head Teacher is to be informed of all incidents regarding child protection concerns which are highlighted by a volunteer, parent or other external party to the Trust.

56.1.6 Staff members are contractually obliged to immediately inform the Head Teacher of any concerns regarding a pupil's safety or welfare.

56.1.7 Any concerns raised over a child's welfare and safety will be reported immediately to ensure that any intervention necessary to protect the child is accessed as early as possible.

56.1.8 Staff members are not obliged to inform the police on most matters relating to illegal activity, such as illegal drugs or assaults. These will be assessed on a case-by-case basis with the support of the SLT.

### **56.2 Sharing information**

56.2.1 The Trust takes the stance that all information about individual pupils is private and should only be shared with other professionals who have a legitimate need to know.

56.2.2 Under no circumstances will personal information about pupils, staff members or the Trust be passed on indiscriminately.

56.2.3 Under no circumstances will information regarding the Trust's finances be shared with anyone, other than those with a legitimate need to know.

- 56.2.4 If members of staff, volunteers or cooperating external parties share unsuitable or misrepresented information, the Trust withholds the right to take the appropriate civil, legal or disciplinary action.
- 56.2.5 The safety and protection of pupils, as well as the Trust, is the paramount consideration in all confidentiality decisions.
- 56.2.6 All non-teaching staff and volunteers will report disclosures of a concerning personal nature to the designated safeguard lead as soon as possible and in an appropriate setting.
- 56.2.7 All external visitors will be made aware of the Staff and Volunteer Confidentiality Policy and act in accordance with it when dealing with information, particularly sensitive information, regarding the Trust, its pupils and parents.
- 56.2.8 All data will be processed and held in line with the Trust's UK GDPR Data Protection Policy. In the event of information and data being shared with external or inappropriate parties, the individual responsible will be liable for disciplinary or legal action in accordance with the UK GDPR Data Protection Policy.

### **56.3 Breaking confidentiality**

- 56.3.1 When confidentiality must be broken because a child may be at risk of harm, in accordance with the Trust's Child Protection Policy, the Trust will ensure the following:
- Pupils are told when information has been passed on.
  - Pupils are kept informed about what will be done with information.
  - To alleviate their fears concerning the information becoming common knowledge, pupils are told exactly who their information has been passed on to.
- 56.3.2 If confidential information is shared with the explicit consent of the individuals involved, and they are informed of the purpose of sharing the information in question, there will be no breach of confidentiality or of the Human Rights Act 1998.
- 56.3.3 In the event that explicit consent for sharing confidential information is not gained, an individual will satisfy themselves that there are reasonable grounds to override the duty of confidentiality in these circumstances before sharing the data.
- 56.3.4 The Trust recognises that overriding public interest is a justifiable reason to disclose information; however, permission from the Head Teacher will be sought prior to disclosing any information regarding the Trust.
- 56.3.5 Staff should act in accordance with the Trust's Whistleblowing Policy.
- 56.3.6 Individuals who disclose information, after previously signing the Trust's confidentiality agreement, may face further action, including legal action.
- 56.3.7 Staff in breach of this policy may face disciplinary action, if it is deemed that confidential information was passed on to a third party without reasonable cause.

### **56.4 Accessing information**

- 56.4.1 In accordance with article 15 of the UK GDPR, personal information, such as educational records, can be shared via a subject access request (SAR).

- 56.4.2 These requests must be made in writing to the Trust Board and will be responded to within 15 Trust days if the request is regarding an educational record.
- 56.4.3 If the data being requested is not in relation to an educational record, the response must be within one calendar month.
- 56.4.4 Pupils, or the parent of a pupil, have the right to access the information that the Trust holds about the child in question.
- 56.4.5 Some types of personal data are exempt from the right of a SAR and so cannot be obtained by making a SAR. Information may be exempt because of its nature or because of the effect its disclosure is likely to have.
- 56.4.6 Information regarding another individual must not be disclosed in a SAR.
- 56.4.7 Individual requests for non-personal information cannot be treated as a SAR but will be dealt with as a freedom of information (Fol) request.
- 56.4.8 In line with the Freedom of Information Act 2000, private data and public records can potentially be accessed through lodging a FOI request.
- 56.4.9 These requests must be made in writing to the Trust, stating the name and address of the requester as well as a description of the information requested.
- 56.4.10 Successful FOI requests will be responded to within 20 working days from receipt of the request, unless the request does not comply with the procedure set out in the Trust's Freedom of Information Policy.
- 56.4.11 The Trust holds the right to charge the requester a fee.
- 56.4.12 Certain information will not be shared, such as that explained in Part 2 of the Freedom of Information Act 2000.

## **56.5 Monitoring and review**

- 56.5.1 This policy is monitored for effectiveness by the Head Teacher and is reviewed every two years, or where necessary in light of changes to the law or statutory guidance.
- 56.5.2 A record of information which has been shared will be continuously kept up-to-date.
- 56.5.3 This record will state the premise of the information, whom it was shared with and the purpose for sharing it.
- 56.5.4 The record will be kept in the Trust office and can be accessed by all appropriate staff members.
- 56.5.5 On an annual basis, the Head Teacher and designated safeguarding lead will review the record to ensure that all reasonable measures to safeguard pupils and protect the reputation of the Trust are being taken.

## 57 Whistle Blowing Policy

### 57.1 Introduction

57.1.1 The Public Interest Disclosure Act 1998 (PIDA) protects members of staff who “blow the whistle” where the member of staff reasonably believes that the disclosure falls within the remit of the prescribed person or body and that the information and any allegations are substantially true.

57.1.2 Disclosures made under this procedure will be monitored for statistical purposes as required under the PIDA. The details of any disclosure will remain confidential.

57.1.3 The Head Teacher is the first point of contact for whistleblowing queries. If the allegation is related to the Head Teacher, the concern will be raised with the Chair of the Trust Board.

57.1.4 Any member of the Trust community or the general public is able to “blow the whistle”; however, the PIDA only protects members of staff. Good practise principles include further details on how whistleblowing affects non- members of staff.

#### 57.1.5 Definitions:

57.1.5.1 **Whistleblowing:** Whistleblowing is when a member of staff reports suspected wrongdoing, or ‘qualifying disclosures’, at work to their employer.

57.1.5.2 **Qualifying disclosures:** As outlined by the PIDA, qualifying disclosures pertain to when any of the following takes place:

- A criminal offence has been committed, is likely to be committed or is being committed
- A person has failed, is failing or is likely to fail to comply with any legal obligation to which they are subject
- A miscarriage of justice has occurred, is occurring or is likely to occur
- The health or safety of any individual has been, is being or is likely to be endangered
- The environment has been, is being or is likely to be damaged
- Information tending to show any matter falling within any of the preceding points has been, is being or is likely to be deliberately concealed

57.1.5.3 **In the public interests** means that an individual acted outside of their own personal interest – they acted for more than personal gain. It is not necessary for the disclosure to be of interest to the entire public. The following considerations are often used as a test to establish whether something is within the scope of public interest:

- The number of people in the group whose interests the disclosure served
- The nature of the interests and the extent by which individuals are affected by the wrongdoing disclosed
- The nature of the wrongdoing disclosed
- The identity of the alleged wrongdoer

57.1.5.4 **Blacklisting** refers to an individual who is being refused work because they are viewed as a whistleblower.

57.1.5.5 **Grievances** involve someone filing a complaint because they personally have been mistreated in some way – the person making the complaint will have a direct interest in

the outcome. It is important to understand the difference between raising a grievance and blowing the whistle.

## **57.2 Scope**

57.2.1 This policy will:

- Give confidence to members of the Trust community when raising concerns about conduct or practice that is potentially illegal, corrupt, improper, unsafe or unethical, or which amounts to malpractice or is inconsistent with Trust standards and policies.
- Provide members of the Trust community with avenues to raise concerns.
- Ensure that members of the Trust community receive a response to the concerns they have raised and feedback on any action taken.
- Offer assurance that members of staff are protected from reprisals or victimisation for whistleblowing action undertaken in good faith and within the meaning of the PIDA.
- This policy will not be confused with the procedure on dealing with harassment at work or the Trust's Grievance and Disciplinary Procedures.

57.2.2 Under this policy, any of the following can raise a concern:

- Members of staff of the Trust
- Members of staff of contractors working for the Trust, for example, agency staff, builders and drivers
- Members of staff of suppliers
- Voluntary workers working with the Trust
- A trainee, such as a student teacher
- Pupils
- The wider community
- Trustees
- Harassment and victimisation of staff

57.2.3 The Trust recognises that the decision to report a concern can be a difficult one to take, not least because of the fear of reprisal from those responsible for the malpractice or from the Trust as a whole; however, the Trust will not tolerate any such harassment or victimisation and will take appropriate action to protect staff who raise a concern in good faith.

57.2.4 Staff are protected in law by the PIDA, which gives members of staff protection from detriment and dismissal where they have made a protected disclosure, providing the legal requirements of the Act are satisfied, e.g. the disclosure was in the public interest.

57.2.5 Any member of staff who victimises or harasses a member of staff as a result of their having raised a concern in accordance with this policy will be dealt with under the Trust's Disciplinary Policy and Procedure.

## **57.3 Non-members of staff**

57.3.1 The PIDA and the Employment Rights Act 1996 do not protect non-members of staff as far as whistleblowing is concerned.

57.3.2 The Trust will not allow harassment, dismissal or exclusion for any non- members of staff e who raises a genuine concern.

57.3.3 Where an individual feels that they have been unfairly treated following blowing the whistle, they should make a complaint under the Trust's Complaints Procedures Policy.

57.3.4 Trusts are not members of staff and, while they are responsible for ensuring there is a whistleblowing procedure in place, they are not protected under the PIDA.

#### **57.4 Good Practice Principles**

57.4.1 The Trust will implement the core whistleblowing principles, as outlined in the 'Freedom to speak up report', to ensure that whistleblowing procedures are fair, clear and consistent.

57.4.2 The Trust will implement a culture of change by ensuring the following principles are reflected in our ethos and values – there will be a culture:

- Of safety in the Trust.
- Where people feel confident with raising concerns.
- Free from bullying.
- Of visible leadership.
- Of valuing staff.
- Of reflective practice.

57.4.3 By providing a clear procedure for mediating and resolving cases, as outlined in 55.8, the Trust will ensure that all cases are efficiently handled. This procedure includes:

- How to raise and report concerns.
- How investigations will be conducted.
- How the Trust will mediate and resolve disputes.

57.4.4 The Trust will implement measures to support good practice by ensuring adherence to the following principles:

- Offering relevant training to staff
- Providing the necessary support to staff
- Providing support to staff who are seeking alternative employment
- Being transparent
- Being accountable
- Conducting an external review of any concerns raised, where necessary
- Undertaking regulatory action as required

57.4.5 We will ensure there are particular support measures in place for vulnerable groups by adhering to the following principles:

- Ensuring non-permanent staff are taught, and receive training on, the same principles as permanent staff
- Ensuring students and trainees are subject to all the safeguarding and whistleblowing principles
- Ensuring staff from ethnic minorities are supported, as they may feel particularly vulnerable when raising concerns
- Ensuring staff are empowered and protected, enabling them to raise concerns freely

## **57.5 Procedure**

- 57.5.1 When raising concerns, individuals will express them in writing to the Head Teacher.
- 57.5.2 If an individual is raising a concern about the Head Teacher, they should express their concerns in writing to the Chair of the Trust Board. Where this is the case, the Chair of the Trust Board will take on the Head Teacher's duties outlined in paragraph 57.9.
- 57.5.3 When individuals raise their concern, they will include the following information as far as possible:
- The background and history of the concern
  - Any relevant names, dates and places
  - The reasons for the concern
  - The Trust encourages individuals to let their identity be known when they raise concerns, as anonymous concerns can be challenging to investigate.
- 57.5.4 Individuals who would like to seek professional and confidential advice should contact Protect, a registered charity that advises on whistleblowing queries. The Protect website can be accessed [here](http://www.protect-advice.org.uk) (www.protect-advice.org.uk), or they can be contacted on 020 31172520.
- 57.5.5 Once an individual has raised a concern, the Trust will be responsible for investigating it.
- 57.5.6 In certain instances, it may be appropriate for the individual to raise the concern with an outside agency, e.g. the police, depending on the severity of the concern. Equally, it may be appropriate for the individual to request that their trade union raises the matter.
- 57.5.7 If a member of staff feels they should report a concern to the ESFA, they should use the online contact form.
- 57.5.8 The Trust, or the appropriate external agency, will acknowledge receipt of a disclosure but, unless additional information is required, will not contact or engage in dialogue with the whistleblower, as this may undermine the legitimacy of the investigation outcome.

## **57.6 Next steps**

- 57.6.1 The Head Teacher will write to the individual within 10 working days of the initial meeting to confirm that the concern has been received, as well as to indicate proposals for dealing with the matter.
- 57.6.2 The initial stage will be an interview with the whistleblower, and then an assessment of further action will be discussed. During this initial stage, the Head Teacher will establish if:
- There are grounds for a concern and that it is genuine.
  - The concern was raised in accordance with this policy.
- 57.6.3 During the initial interview, the Head Teacher will request the individual puts their concern in writing, if they have not already done so. The Head Teacher will write a summary of the concern if the individual is unable to put it in writing.
- 57.6.4 The Head Teacher will explain the following to anybody raising a concern:
- How they will communicate with the complainant throughout the process. It should be noted, the need for confidentiality may prevent the Trust giving the

complainant specific details of any necessary investigation or any necessary disciplinary action taken as a result of the concern.

- That the complainant's identity will be kept confidential from the alleged wrongdoer.
- That the Trust Board will do everything in its power to protect the complainant from discrimination.
- That if the concern is genuine, even if the concern is not confirmed, no disciplinary action will be taken against the complainant.
- If clear evidence is uncovered that the complainant's concern is malicious or unfounded, disciplinary action may be brought against them.

57.6.5 If an investigation is carried out, the whistleblower will be informed of the final outcome.

57.6.6 A record will be kept of the seriousness of the issues raised and the credibility of the concern. All records will be kept confidential and will be stored securely.

57.6.7 It may be possible for the concern to be resolved by simply agreeing the necessary action or explaining procedures to the alleged wrongdoer; however, depending on the severity and nature of the concern, it may:

- Be investigated by management, an internal audit or through the disciplinary process.
- Be referred to the police or an external auditor.
- Form the subject of an independent inquiry.

57.6.8 If the investigating officer needs to talk to the whistleblower, they are permitted to be accompanied by a trade union representative, a professional association representative, a friend or a fellow member of staff not involved in the area of work that the concern relates to. This person will provide support only and will not be allowed to become involved in the proceedings.

57.6.9 A record will be made of the nature and outcome of the concern. The purpose of this is to ensure that a central record is kept which can be cross-referenced with other complaints to monitor any patterns of concern across the Trust and to assist in monitoring the procedure.

57.6.10 The whistleblower will be informed of the results of the investigation, and any action that is proposed will be subject to third party rights. Where action is not taken, the individual will be given an explanation.

## **57.7 What the Trust asks of you**

57.7.1 The purpose of this policy is to enable individuals to raise concerns in confidence, without any fear of reprisal; therefore, it is imperative that whistleblowers:

- Do not take the concern outside the Trust, e.g. gossiping.
- Declare any personal interest in the matter, as the policy is designed to be used in the interest of the public and not for individual matters.

## **57.8 Appeal process**

57.8.1 If no action is to be taken and/or the individual is not satisfied with the way the matter has been handled, they can make a complaint under the Trust's Complaints Procedure Policy.

## **57.9 Unfair treatment**

57.9.1 An individual can take a case to an employment tribunal if they feel that they have been treated unfairly as a result of whistleblowing.

57.9.2 Further information can be sought from the [Citizen's Advice Bureau](#), the whistleblowing charity [Protect](#), or from an individual's trade union.

57.9.3 Any claims of unfair dismissal needs be made within 3 months of the investigation ending.

## **57.10 Monitoring and review**

57.10.1 The Trust Board will review this policy annually ensuring that all procedures are up-to-date.

57.10.2 Any changes made to this policy will be communicated to all members of staff.

## **58 Leavers Policy**

**58.1** This policy is issued to promote guidance on the application of notice periods. It does not form part of members of staff's terms and conditions of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the Trust at its absolute discretion.

### **58.2 Notice periods**

58.2.1 The member of staff will give notice of leaving in accordance with the terms of the member of staff's contract of employment.

58.2.2 If the Trust terminates a member of staff's contract for any reason it will ordinarily give notice to terminate in accordance with the member of staff's contract of employment or the statutory notice requirements (whichever is longer). In cases of summary dismissal and during the first month of employment with the Trust no notice pay will be due.

58.2.3 The Trust may agree with the member of staff to release a member of staff from the requirement to serve his/her full notice period. In these circumstances, the Trust will not pay the member of staff for the portion of the notice period that he/she does not work. The member of staff will be asked to sign a letter confirming the agreement reached such agreement is at the Trust's discretion and with agreement from the member of staff.

58.2.4 In the event of termination of the contract of employment by either party, the line manager will confirm the member of staff's final day of employment.

### **58.3 Notice to be given by the Trust if employment is to be terminated**

58.3.1 Support Staff

58.3.1.1 The Trust will give members of staff the following periods of notice where their employment is to be terminated, based on continuous service and irrespective of grade:

- Staff with more than 4 weeks', but less than 2 years' service - 1 week
- Staff with 2 or more, but less than 12 years' service - 1 week for each year service
- Staff with 12 years' or more service - 12 weeks

### 58.3.2 Teaching Staff

58.3.2.1 The Trust will give all teachers a minimum of 2 months' notice, and in the Summer term 3 months', terminating at the end of a term as defined below:

- Summer term – 31 August (notice must be given by 31 May)
- Autumn term - 31 December (notice must be given by 31 October)
- Spring term - 30 April (notice must be given by 28/29 February)

58.3.2.2 Where a teacher has been continuously employed for more than eight years, he/she shall be entitled to receive additional notice in the Autumn and Spring terms, up to a maximum of 12 weeks in total.

### 58.3.3 Head Teachers

58.3.3.1 The Trust will give the Head Teacher a minimum of 3 months' notice, and in the Summer term 4 months', terminating at the end of a term as defined below:

- Summer term – 31 August (notice must be given by 30 April)
- Autumn term - 31 December (notice must be given by 30 September)
- Spring term - 30 April (notice must be given by 31 January)

## 58.4 Notice to be given by members of staff wishing to leave

58.4.1 The Trust requires members of staff wishing to leave to give notice in writing. The period of notice required will be in accordance with member of staff's Conditions of Service and contract of employment, as detailed below:

### 58.4.1.1 Support Staff

- Staff on NJC 25 and above - 2 months
- Staff up to and including NJC24 - 1 month

### 58.4.1.2 Teaching Staff

All teachers are required to give a minimum of 2 months' notice, and in the Summer term 3 months', terminating at the end of a term as defined below:

- Summer term - 31 August (notice must be given by 31 May)
- Autumn term - 31 December (notice must be given by 31 October)
- Spring term - 30 April \* (see note below) (notice must be given by 28/29 February)

58.4.1.3 **\*Important note** - All teachers resigning their appointments will be paid salary;

- to the end of the Summer term (31 August); or in the case of a teacher resigning to take up an appointment with another employer to the day preceding the day on which the Trust under the new employer opens for the Autumn term if this be earlier than 1 September;
- to the end of the Autumn term (31 December);
- to the end of the Spring term (30 April); or, in the case of a teacher resigning to take up an appointment with another employer, to the day before the new employer opens for the Summer term if this is earlier than 1 May. A teacher resigning his/her appointment with effect from the end of the Spring term to take up an appointment with another employer should not be required by the former employer to attend the first days of the Summer term if that commences earlier than 1 May.

#### 58.4.1.4 Head Teachers

The Head Teacher is required to give a minimum of 3 months' notice, and in the Summer term 4 months', terminating at the end of a term as defined below:

- Summer term – 31 August (notice must be given by 30 April)
- Autumn term - 31 December (notice must be given by 30 September)
- Spring term - 30 April (notice must be given by 31 January)

### 58.5 Resignation

58.5.1 A member of staff who resigns must provide the Trust with his/her notice of resignation in writing. Upon resignation, the member of staff will be required to work his/her full contractual notice period, unless otherwise agreed.

58.5.2 If a member of staff fails to work his/her full contractual notice period without prior authorisation from the Trust, the member of staff will not be paid for the portion of the notice period that he/she has not worked. The Trust may refer to this in any reference given on the member of staff 's behalf.

58.5.3 The Trust may deduct from the member of staff's final pay any costs incurred as a result of the member of staff failing to work his/her full notice period.

### 58.6 Dismissal

58.6.1 Where the Trust dismisses a member of staff, it will give the member of staff his/her full contractual notice and, unless otherwise agreed, will require the member of staff to work the full period of notice.

58.6.2 In certain circumstances, including dismissals for gross misconduct, the Trust may dismiss the member of staff without notice. If this is the case, the Trust will explain the reason(s) why.

### 58.7 Redundancy

58.7.1 Where the Trust dismisses a member of staff by reason of redundancy, it will give the member of staff his/her full contractual notice and, unless otherwise agreed, will require the member of staff to work the full period of notice.

58.7.2 A member of staff who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the member of staff's manager.

### 58.8 Retirement

58.8.1 If a member of staff is retiring, notice should be given in accordance with the notice period set out in his/her contract of employment.

### 58.9 Rights and obligations during the notice period

58.9.1 During the notice period, the contract of employment will continue to remain in force and the member of staff will receive full pay and benefits.

58.9.2 During the notice period, the member of staff remains bound by all the obligations and restrictions expressly set out or implied in his/her contract of employment, and must not take up employment elsewhere. The Trust expects that the member of staff will conduct him/herself in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all members of staff. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

58.9.3 If a member of staff's performance during the notice period falls below the required standards, the Trust may address this as a performance or disciplinary matter and may refer to this in any references given on the member of staff's behalf.

58.9.4 During the notice period, the Trust may restrict a member of staff's duties, contact with clients, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

#### **58.10 Return of Trust property**

58.10.1 The Trust requires members of staff to hand over to their line manager all property that belongs to the Trust on or before their final working day.

58.10.2 The member of staff may be required to sign a form provided by the Trust confirming his/her compliance with this requirement.

58.10.3 If the member of staff fails to return any property belonging to the Trust by the required date, the Trust will withhold the whole or any part of any pay due from the Trust to the member of staff up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. The Trust may issue civil proceedings against the member of staff for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

#### **58.11 Pay in lieu of notice**

58.11.1 The Trust may make a payment in lieu of notice for all or any part of a member of staff 's notice period on termination of his/her employment (rather than the member of staff working out his/her notice period), in accordance with the member of staff's contract of employment. This provision, which is at the Trust's discretion, applies whether notice to terminate the contract is given by the member of staff or by the Trust.

58.11.2 The member of staff will be compensated by being given a payment in place of this, amounting to the payment that he/she would have received including payment for accrued but untaken annual leave) if he/she had worked out his/her notice period. A sum constituting the member of staff 's pay in lieu of notice will be transferred into the bank account into which his/her wages are normally paid.

#### **58.12 Holiday during notice periods**

58.12.1 During the notice period, the Trust may require members of staff to take annual leave accrued for that holiday year but not taken by the date of termination. The Trust will give the appropriate notice.

58.12.2 If, prior to notice of termination being given by either party, the Trust has authorised a member of staff 's annual leave request, and the annual leave is scheduled to take place during the notice period, the Trust will seek to honour this arrangement. However, the Trust may, if necessary, for business reasons, require the member of staff to cancel all or part of his/her annual leave, on giving the appropriate notice.

58.12.3 If, on termination of a member of staff's employment, the member of staff has accrued annual leave that he/she has not taken, he/she will be paid in lieu of this as part of his/her final wages. No payment in lieu of accrued contractual holiday will be made to the member of staff (and where appropriate a deduction will be made from salary) in the event of his/her termination for gross misconduct or in the event of the member of staff giving inadequate notice of termination or leaving before the contractual notice period has expired.

58.12.4 If, on termination of a member of staff's employment, he/she has taken paid holiday leave in excess of earned entitlement, he/she will be required to reimburse the Trust (by means of deduction from salary if necessary) in respect of such holiday.

### **58.13 Outstanding payments to the Trust**

58.13.1 The Trust may deduct from any final pay all monies owing to it from the departing member of staff. This includes (but is not limited to):

- Outstanding loans;
- Wage advances;
- Expenses advances; and
- Holiday taken but not yet accrued.

58.13.2 If the member of staff's final pay is insufficient to cover the sums owed to the Trust, the member of staff will enter into a contract with the Trust for the repayment of all sums owed. If the member of staff refuses to do this, or defaults on any repayment agreement, the Trust may bring a civil claim against the member of staff to recover the monies (as a debt) and its costs of doing so.

### **58.14 Outstanding payments to the member of staff**

58.14.1 A member of staff who wishes to claim reasonable expenses, wholly, properly and necessarily incurred in the course of his/her duties must do so before the end of his/her notice period. The member of staff must follow the procedure set out in the Trust's expenses policy.

58.14.2 If the member of staff has not followed the procedure set out in the Trust's expenses policy, the Trust may not repay the expenses to the member of staff.

### **58.15 Exit Interviews**

58.15.1 Exit interviews will be conducted with all Trust departing employees, just before they leave by either their Line Manager or Headteacher.

58.15.2 From the Trust's perspective, the primary aim of the exit interview is to learn reasons for the person's departure and to give constructive feedback about working for the Trust.

58.15.3 Exit interviews are also an opportunity for the Trust to enable transfer of knowledge and experience from the departing employee to a successor or replacement.

58.15.4 Please note that Exit Interview forms are available from your Business Manager.

## **59 Granting and Termination of Fixed Term Contracts**

### **59.1 Introduction**

59.1.1 It is Trust policy, wherever possible, to member of staff, as the norm, on permanent contracts of employment, terminable on the giving of notice by either party. However, where the need for a particular job is clearly temporary, the contract of employment offered will be for a fixed term/period.

59.1.2 All contracts issued on a temporary basis are given an initial end date therefore making all contracts of this nature fixed term.

59.1.3 Where there is an urgent need for very short-term cover, supply/casual employment will be used.

59.1.4 This policy must be applied fairly to all members of staff irrespective of disability, gender, race, religion, age, sexual orientation or marital/civil partnership status.

### **59.2 Scope**

59.2.1 This policy will apply to all members of staff of the Trust who are employed on fixed term/temporary contracts.

### **59.3 Aim**

59.3.1 The aim of the policy is to ensure that all managers and members of staff are aware of the process and procedures to be followed when a fixed term contract is issued and the employment under it is to terminate.

### **59.4 Policy**

59.4.1 Fixed Term contracts will generally be offered where:

- It is known in advance that a particular job will come to an end on a specific date.
- The employment is for the purpose of completing a particular task.
- The employment is for the purpose of replacing a member of staff who is to be absent from work for a period of time. (e.g. maternity leave)
- The post is dependent on external funding and it is thought likely that the funding will be available for only a temporary period of time.

59.4.2 Members of staff engaged on fixed term contracts will be entitled to terms and conditions of employment that are no less favourable on a pro rata basis than the terms and conditions of a comparable permanent member of staff.

59.4.3 Members of staff engaged on fixed term contracts are encouraged to apply for permanent vacancies and will have available to them information about all vacancies as they arise via the staff notice board and the Middlesbrough Council website as well as local libraries, community centres, and other public places.

## **59.5 Supply/Casual working**

59.5.1 Supply/casual workers are those whose employment relationship with the Trust is for a limited engagement at short notice for brief periods of time.

59.5.2 Supply/casual workers should only be used:

- for very short periods of time e.g. less than one term.
- in emergency situations where cover is required immediately.

## **59.6 Employment Rights**

59.6.1 When members of staff accrue continuous service, which may not necessarily be with one Trust, or may be with a different local authority, they may become entitled to certain employment rights, e.g. the right not to be unfairly dismissed. In addition, fixed term members of staff enjoy a number of specific rights by virtue of their status.

59.6.2 When members of staff have 2 years' continuous service, are dismissed and no other employment is gained to maintain their continuous service, they will be entitled to a redundancy payment.

59.6.3 The non-renewal of a fixed term contract or termination with or without notice amounts to a dismissal. Therefore, managers should seek advice from Human Resources early enough in the timeframe to enable a meeting with the member of staff and discussions regarding other employment prior to any notice being issued for the expiry of the fixed term.

59.6.4 The Fixed-Term Employees Regulations 2002 limit the use of successive fixed term contracts by imposing a cut-off of four years' continuity of service, after which the member of staff will automatically achieve permanent status, unless there is an objective reason that justifies a further renewal for a fixed term.

59.6.5 Depending on their length of service members of staff may be entitled to up to 12 weeks' notice. Continuous service with other local authorities and those organisations listed in the Redundancy Payments Modification Order prior to coming to work for the Council will count as continuous service for the purpose of calculating their entitlement to notice. Managers should check length of service with Payroll Services.

## **59.7 Terminating Fixed Term Contracts**

59.7.1 If a fixed term contract is to come to an end and not be renewed, or if it is decided to terminate the contract before the expected expiry date (e.g. maternity leave ending), the Head Teacher must ensure the following minimum 3 stage process has been completed:

59.7.1.1 **Step 1** - The Head Teacher must write to the member of staff to explain the reason for ending or not renewing the contract (reason for dismissal) and invite them to a meeting to confirm this.

59.7.1.2 **Step 2** - The Head Teacher meets with member of staff to discuss why the contract is to be terminated or not renewed. Within 5 working days of this meeting, the Head Teacher must write to the member of staff to confirm the outcome and if appropriate confirm the end date of the contract giving appropriate notice. The letter must also give the member of staff the right to appeal within 10 working days of the notice letter being issued.

59.7.1.3 **Step 3** - If the member of staff appeals the Head Teacher must arrange an appeal hearing with the relevant committee of the Trust Board. This meeting should be held within 10 days of the letter of appeal. If for specific reasons the appeal cannot be held in this timescale then the Head Teacher should acknowledge the appeal and arrange a date as soon as practicable.

## **59.8 Appeals procedure**

59.8.1 The relevant Committee will hear the appeal with advice from a HR representative.

59.8.2 The procedure for the appeal hearing will be as follows: -

- The Head Teacher shall state the case.
- The member of staff and/or representative may ask questions of the Head Teacher.
- The Committee may ask questions of the Head Teacher.
- The member of staff and/or representative to state the reason for the appeal.
- The Head Teacher may ask questions of the member of staff and/or representative.
- The Committee may ask questions of the member of staff and/or representative.
- The Head Teacher representative will have the opportunity to sum up the position if he/she wishes.
- The member of staff and/or representative will have the opportunity to sum up the appeal if he/she wishes.
- The Head Teacher and the member of staff and the representative will then withdraw.
- The Committee will then deliberate, recalling management representative or the member of staff and the representative, only if clarification of evidence already given is required. In such instances both parties should be recalled even though clarification may be required from only one side.
- The Committee shall announce its decision to both sides unless further time for deliberation is needed, in which case both sides will be advised of this and that they will be informed of the decision in writing.
- The decision of the Committee will be notified to both sides in writing within 5 working days of the appeal hearing.
- The decision of the Committee is final.
- The appeals committee must confirm the outcome of the appeal in writing within 5 working days of the appeal hearing.

## **60 Redundancy and restructuring Policy**

60.1 The purpose of this policy is to provide a consistent and fair procedure for handling redundancies.

60.2 The Trust Redundancy and Restructuring Policy will:

- Ensure members of staff have the relevant information on redundancy arrangements; and
- Support members of staff leaving the Trust through redundancy and provide a consistent and fair framework for redundancy payments.

60.3 The Trust may have a requirement to make redundancies or to restructure as a consequence of a reduction in Trust funding, as a result of a restructuring process, where for instance pupil numbers studying in a particular subject area have declined, or where the operational needs of the Trust reasonably dictate that there is a need to restructure, reorganise or reallocate staff in a particular area of the Trust.

**60.4** This policy is effective where there is a genuine redundancy situation. This policy is not contractual and the Trust may choose to vary the terms of this policy. In particular the Trust may elect not to follow this policy for members of staff with under two years' continuous service with the Trust.

#### **60.5 Avoiding redundancies**

60.5.1 The Trust will take reasonable steps to avoid a redundancy situation by using alternative methods for reducing staff numbers, for example and where appropriate, non-replacement of leavers, recruitment restrictions, reduction in overtime working, and termination of external contractors. Ordinarily, the Trust will ask for volunteers from any pool of staff at risk of redundancy. However, the Trust is not obliged to accept any volunteer.

#### **60.6 Alternatives to redundancy**

60.6.1 The Trust has a commitment to maintaining job security, where possible. Therefore, when there are potential redundancy situations, the Trust will endeavour to redeploy and retrain staff where this is reasonable and appropriate and does not unduly impact on learning at the Trust.

#### **60.7 Definition of redundancy**

60.7.1 Redundancy is defined by the Employment Rights Act 1996 as dismissal attributable wholly or mainly to:

- an employer ceases, or intends to cease –
  - to carry on the business for the purpose of which the member of staff was employed by him, or
  - to carry on that business in the place where the member of staff was so employed, or
- the requirements of that business –
  - for members of staff to carry out work of a particular kind, or
  - for members of staff to carry out work of a particular kind in the place where the member of staff was employed by the employer,
  - have ceased or diminished or are expected to cease or diminish.

#### **60.8 Selection criteria**

60.8.1 A dismissal on grounds of redundancy will only take place if a redundancy situation exists. The criteria used for selection will be applied objectively and in a fair and consistent manner.

#### **60.9 Procedure**

60.9.1 In redundancy there are two types of consultation – individual and collective.

##### **60.9.2 Individual consultation:**

- Where fewer than 20 roles are planned to be made redundant during a period of 90 days in a particular establishment.

### 60.9.3 **Collective consultation:**

- Where 20 or more redundancies are planned to be made redundant during a period of 90 days in a particular establishment. If between 20 and 99 roles are planned to be made redundant during this time a collective consultation period of 30 days will apply. If over 99 roles are planned to be made redundant during this time a collective consultation period of 45 days will apply.

## 60.10 **Individual consultation**

### 60.10.1 **At risk of redundancy**

60.10.1.1 When a redundancy situation has been identified, all members of staff affected will be notified that their roles are at risk of redundancy. Where a group of people are affected, the Head Teacher or member of the SLT may hold a group announcement. Affected members of staff will also receive confirmation that their role is at risk of redundancy in writing.

60.10.1.2 Ordinarily the Trust will contact the relevant trade unions and discuss the proposals to make redundancies. There is no obligation on the Trust to consult with trade unions over such redundancies however the Trust may choose to do so as a matter of good practice.

### 60.10.2 **Pools or individuals at risk of redundancy**

60.10.2.1 In some redundancy situations, there will be a need to select members of staff for redundancy from a group of members of staff. This group of members of staff is referred to as a 'pool'.

60.10.2.2 Where applicable, each member of staff at risk of redundancy will be scored against selection criteria. The criteria may be assessed by selection matrix, interview or assessment centre. The Trust reserves the right to decide what is the most appropriate method in each situation. Following the selection process, affected members of staff will be informed of the outcome via a one-to-one meeting with the relevant manager.

60.10.2.3 Once a decision has been reached as to who has been provisionally selected for redundancy, the individuals whose roles are no longer being considered for redundancy will be notified.

60.10.2.4 Where an individual carries out a specific role which is to be made redundant on their own (i.e. not in a pool), this is referred to as an individual role at risk of redundancy.

## 60.11 **Consultation**

60.11.1 Once it has been confirmed that a member of staff, or a group of members of staff, is at risk of redundancy, a period of consultation will follow.

60.11.2 The purpose of consultation is to try and establish any alternatives to the redundancy including potential redeployment. During the consultation period, members of staff at risk of redundancy will be given the opportunity to raise any issues and to discuss what alternative opportunities they would consider.

60.11.3 During the consultation period, the member of staff will have a minimum of one consultation meeting with the Trust. The consultation meeting should be documented, and a record should be kept of the meeting.

60.11.4 During the consultation meeting(s) the member of staff will have a right to be accompanied by a work colleague of their choice or a trade union representative.

60.11.5 Members of staff who are at risk of redundancy will be permitted reasonable time off with pay to attend interviews. Members of staff must request time off via their line managers, and all requests will be considered against the operational requirements of the Trust.

## **60.12 Final consultation meeting**

60.12.1 Prior to the end of the consultation period, if no alternative to dismissal has been identified the member of staff will be invited to a final consultation meeting.

60.12.2 The Trust will provide at least five working days' notice of the final consultation meeting and will set out in writing:

- The purpose of the final consultation meeting.
- That the members of staff's role is at risk of redundancy.
- That the outcome to the final consultation meeting may be the members of staff's dismissal.
- When and where the hearing will be conducted.
- The right to be accompanied by a trade union representative or work colleague not involved in the case.
- The requirement for the member of staff to provide, in at least two working days before the hearing, all documents that he/she intends to present at the hearing.

60.12.3 The final consultation meeting will be conducted by the Head Teacher. Any documentation that the member of staff wishes the Head Teacher to consider should be submitted at least two working days prior to the hearing. The purpose of the final consultation meeting is to consider whether the member of staff should be made redundant.

60.12.4 The Head Teacher should consider the proposed redundancy and any issues raised by the member of staff before making a decision as to whether to make the member of staff redundant. The Head Teacher decision will ordinarily be provided verbally and then confirmed in writing.

## **60.13 Confirmation of redundancy**

60.13.1 The Trust will confirm the member of staff's redundancy in writing.

60.13.2 All members of staff who are served notice of redundancy will receive a letter which will ordinarily confirm the following:

- The effective date of the redundancy.
- Treatment of the notice period (e.g. garden leave, working notice).
- Any redundancy payment due, and how this has been calculated.
- Any outstanding holiday entitlement.
- Right of appeal and who to address any appeal to (see section below on appeals)

**60.14 Collective consultation**

**60.15 Announcement**

60.15.1 When a collective redundancy situation has been identified, trade unions and all members of staff who are affected will be notified. This will normally be done via a group presentation and then confirmed in writing.

**60.16 Consultation**

60.16.1 The Trust will consult with trade unions who will feedback the information to the affected staff they represent.

| Number of staff affected                                                                 | Minimum length of consultation period |
|------------------------------------------------------------------------------------------|---------------------------------------|
| Where between 20 and 99 redundancies are proposed in a 90-day period in an establishment | 30 days                               |
| Where over 99 redundancies are proposed in a 90-day period in an establishment           | 45 days                               |

60.16.2 The objective of the collective consultation period is to review the reasons for the redundancies, the number of redundancies necessary, ways to minimise the redundancies where possible, and the selection methods for those redundancies.

60.16.3 At the commencement of the collective consultation period trade unions will be provided with the following information:

- The reason for the proposed roles being made redundant
- The numbers and categories of roles involved
- The numbers of members of staff in these categories
- The selection criteria proposed
- An explanation as to the procedure that it is proposed will be followed, outlining timescales
- An explanation as to how redundancy payments will be calculated

60.16.4 The purpose of consultation is to seek to reach agreement. Whilst this may not be possible, the Trust will enter into such consultation with a view to reaching agreement.

**60.17 Selection**

60.17.1 At the end of the collective consultation period all those members of staff in pools will be scored against the selection criteria (agreed, if possible) to determine who will be confirmed at risk of redundancy.

60.17.2 Once a decision has been reached as to who has been selected for redundancy, the individuals whose roles are no longer being considered for redundancy will be notified.

60.17.3 Anybody who carries out an individual role at risk of redundancy (i.e. not in a pool) will not be scored.

## **60.18 Selection notification**

Those members of staff who receive the lowest scores within pools will be informed that they are formally 'at risk of redundancy'. This will be done via a one-to-one meeting with their line manager and confirmed in writing.

## **60.19 Individual consultation**

60.19.1 Each member of staff at risk of redundancy will have a period of individual consultation.

60.19.2 During this period of individual consultation, members of staff whose roles are at risk of redundancy will be given the opportunity to challenge their scores, raise any issues and to discuss what alternative redeployment opportunities they would consider. The period of consultation will be used to try and identify any alternative employment within the Trust.

60.19.3 During the consultation period, the member of staff will have a minimum of one consultation meeting with the Trust. The consultation meeting should be documented, and a record should be kept of the meeting.

60.19.4 During the consultation meeting(s), the member of staff will have a right to be accompanied by a work colleague of their choice or a trade union representative.

60.19.5 Members of staff who are at risk of redundancy will be permitted reasonable time off with pay to attend interviews. Members of staff must request time off via their line managers, and all requests will be considered against the operational requirements of the Trust.

## **60.20 Final consultation meeting**

60.20.1 Prior to the end of the consultation period, if no alternative to dismissal has been identified the member of staff will be invited to a final consultation meeting.

60.20.2 The Trust will provide at least five working days' notice of the final consultation meeting and will set out in writing:

- The purpose of the final consultation meeting.
- That the member of staff's role is at risk of redundancy.
- That the outcome to the final consultation meeting may be the member of staff's dismissal.
- When and where the hearing will be conducted.
- The right to be accompanied by a trade union representative or work colleague not involved in the case.
- The requirement for the member of staff to provide, in at least two working days before the hearing, all documents that he/she intends to present at the hearing.

60.20.3 The final consultation meeting will be conducted by the Head Teacher. Any documentation that the member of staff wishes the Head Teacher to consider should be submitted at least 2 working days prior to the hearing. The purpose of the final consultation meeting is to consider whether the member of staff should be made redundant.

60.20.4 The Head Teacher should consider the proposed redundancy and any issues raised by the member of staff before making a decision as to whether to make the member of staff redundant. The Head Teacher's decision will ordinarily be provided verbally and then confirmed in writing.

## **60.21 Confirmation of redundancy**

60.21.1 The Trust will confirm the member of staff's redundancy in writing.

60.21.2 All members of staff who are served notice of redundancy will receive a letter which will ordinarily confirm the following:

- The effective date of the redundancy
- Treatment of the notice period (e.g. garden leave, working notice)
- Any redundancy payment due, and how this has been calculated
- Any outstanding holiday entitlement
- Right of appeal and who to address any appeal to (see section below on appeals)

## **60.22 Appeals**

60.22.1 If members of staff have questions or concerns about any part of the redundancy process they should be raised and where possible resolved during the consultation period. However, where there are outstanding issues which have not been resolved during the consultation period these will be heard as part of an appeal process.

60.22.2 All members of staff who are served notice of redundancy will be informed of their right to appeal against the redundancy. Members of staff s who wish to exercise this right must put their appeal in writing, clearly stating the grounds for appeal. The appeal must be made within ten working days of receipt of their notice of redundancy. The name of the person the appeal should be submitted to will be confirmed in the letter serving notice of redundancy.

60.22.3 When an appeal letter is received the following procedure applies:

- A meeting will be scheduled to hear the appeal with the Head Teacher/Chair of the Trust Board.
- The member of staff will be provided with at least five working days' notice of the meeting in writing and will be informed of their entitlement to be represented at the meeting by a colleague or trade union representative.
- The member of staff will be asked to provide details on the grounds of their appeal at the appeal meeting and will be asked questions by the Head Teacher/Chair of the Trust to establish all the facts.
- The Head Teacher/Chair of the Trust will (if necessary) conduct an investigation into the points raised in the appeal meeting.
- The Head Teacher/chair of the Trust will confirm their findings in writing. The Head Teacher/Chair's decision will be final.

## **60.23 Redeployment**

60.23.1 The Trust will seek to find affected members of staff a redeployment opportunity within the Trust.

60.23.2 Alternative employment opportunities will be subject to a four-week trial period. The trial period is in order that the Trust can assess the member of staff's performance in the role, and the member of staff can decide whether the alternative role is acceptable.

60.23.3 The four-week trial period can be extended by written agreement between the Trust and the member of staff. In all cases the trial period can only be extended for up to a further four weeks.

60.23.4 If a member of staff accepts the role after the trial period, they will be treated as no longer at risk of redundancy and will no longer be entitled to a redundancy payment.

60.23.5 If the alternative role is not acceptable to either party, then the member of staff employment will be terminated on the grounds of redundancy and the relevant redundancy payment will be made.

#### **60.24 Temporary roles**

60.24.1 An alternative to redundancy may be redeployment to a temporary (fixed-term) role within Trust. In such circumstances, once the temporary role has finished, the member of staff will be served notice of redundancy.

#### **60.25 Redundancy payments**

60.25.1 The Trust bases redundancy payments on the statutory guidelines set out in the Employment Rights Act 1996.

60.25.2 The redundancy payment due to each member of staff under the statutory redundancy payment scheme depends on the members of staff's age and length of service (up to 20 years). This determines the number of weeks' pay due, which is then subject to a limit on weekly pay.

60.25.3 To calculate the number of weeks' pay due, the following amounts are used:

- 0.5 week's gross pay for each full year of service where age during year less than 22
- 1 week's gross pay for each full year of service where age during year is 22 or above, but less than 41
- 1.5 weeks' gross pay for each full year of service where age during year is 41+

60.25.4 Any redundancy payment due will normally be paid on the next available payroll date following the last date of employment. Payment dates will normally be confirmed to members of staff in the letter confirming their redundancy.

#### **60.26 Secondments**

60.26.1 Where a member of staff is on secondment and their original role becomes redundant, the seconded role will be treated as alternative employment and the member of staff will continue in the seconded role until the end of the secondment. This means that:

- The member of staff should be included in the redundancy consultation process for their original role.
- If, at the end of the secondment, it is necessary to put the member of staff at risk of redundancy, the period of consultation will follow the rules outlined in this policy.
- Where a member of staff is on secondment and the seconded role becomes redundant, they will ordinarily return to their original role.

### **61 Phased Retirement Policy**

61.1.1 We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against members of staff because of

age and adhere to the principles set out in our Equal Opportunities Policy.

61.1.2 We have decided that it is not appropriate to have a fixed retirement age. We will review whether this fixed retirement age remains necessary from time to time and will let you know if we consider this needs to change.

61.1.3 Where the Head Teacher is the staff member requesting phased retirement, the chair of the Trust Board will take up the Head Teacher's responsibilities.

61.1.4 The HR representative will be responsible for:

- Ensuring the retiring staff member understands the implications of phased retirements, e.g. in terms of pay.
- Having meetings with the retiring staff member, their line manager and the Head Teacher to discuss contract amendments.
- Providing expert advice to all related parties during the review of the phased retirement application.
- Communicating any contract changes or suggestions to all related parties.
- Seeking legal advice as necessary.
- Amending the relevant Trust systems, e.g. the MIS, following confirmation of the phased retirement arrangement.

61.1.5 Line managers will be responsible for:

- Accepting and reviewing all initial Internal Phased Retirement Application Forms.
- Checking phased retirement eligibility before progressing the application.
- Ensuring the staff member understands the principles of phased retirement before progressing the application.
- Advising the staff member to contact TPS and the Trust's HR representative before their application is progressed.
- Holding a meeting with the retiring staff member to discuss their desired arrangement.
- Making notes during discussions with the staff member and ensuring these are kept in accordance with the Data Protection Policy.
- Arranging a meeting with the Head Teacher to discuss the phased retirement application.
- Being the main point of contact for the staff member during the phased retirement application and review process

61.1.6 Retiring staff will be responsible for:

- Completing the Internal Phased Retirement Application Form within three months of the reduction in pay taking effect
- Providing their line manager with the completed Internal Phased Retirement Application Form
- Adhering to the stipulations specified in this policy
- Checking their eligibility for phased retirement before completing the Internal Phased Retirement Application Form
- Monitoring their earnings to ensure that they comply with the conditions of phased retirement

## **61.2 Eligibility**

61.2.1 To qualify for phased retirement, staff will:

- Be 55 or over

- Have a reduction in pensionable earnings of at least 20 percent compared to the last 12 months for the next 12 months.
- Make their application to TPS three months before the reduction takes effect, as long as the Trust can provide the salary information.

61.2.2 Staff who have benefits in more than one arrangement will be permitted to choose different proportions of their final salary and career average benefits.

61.2.3 Staff will be permitted to take up to a maximum of 75 percent of their benefits at each phased application stage.

61.2.4 The Trust is not obliged to accommodate requests for phased retirement; however, we will do everything reasonably appropriate to ensure the wellbeing and happiness of our staff members.

### **61.3 Final salary arrangements**

61.3.1 Staff whose normal pension age is 60 are entitled to the following benefits:

- A pension calculated by multiplying their service by their average salary and then dividing it by 80; and
- A lump sum equal to three times their pension

61.3.2 Staff whose normal pension age is 65 are entitled to a pension calculated by multiplying their service by their average salary and dividing it by 60.

61.3.3 If staff have had a break in service, their benefits will be calculated based on a hypothetical calculation.

61.3.4 Staff in the final salary arrangement will be permitted to utilise phased retirements **twice** before their full retirement.

### **61.4 Career average arrangements**

61.4.1 Career average benefits will be based on 1/57 of a staff member's pensionable earnings each year, plus index linking.

61.4.2 Staff in the career average arrangement will be permitted to utilise phased retirement **three times** before their full retirement; however, only two of the phased retirements can happen before the age of 60.

### **61.5 Supply teachers**

61.5.1 Supply teachers will be permitted to take phased retirements as long as their earnings over the next 12 months reduce by at least 20 percent compared to the last six months.

### **61.6 Application procedure**

61.6.1 Staff are advised to consult with the TPS or the HR representative when considering utilising phased retirement arrangements.

61.6.2 Staff will review the eligibility criteria and ensure they understand how phased retirement will affect their contracts, pay and pensions before the application procedure begins.

## **61.7 Internal application**

- 61.7.1 Staff wishing to utilise phased retirement will complete the Internal Phased Retirement Application Form and give it to their line manager.
- 61.7.2 The line manager will review the Internal Phased Retirement Application Form and ensure that:
- All relevant sections of the form have been completed.
  - The staff member is eligible for phased retirement.
- 61.7.3 Upon receipt of the Internal Phased Retirement Application Form, the relevant line manager will arrange to meet with the staff member in question.
- 61.7.4 The staff member and their line manager will discuss the arrangements for phased retirement, including:
- What the staff member's desired outcome is
  - How to ensure that phased retirement causes minimum disruption to the Trust
  - What duties the staff member wishes to forgo, and if these are the most appropriate responsibilities to step down from
  - Any questions or concerns that either party has
- 61.7.5 The staff member's line manager will keep notes during the meeting, which will be ratified by the staff member before they are given to the Head Teacher and HR representative. All notes will be kept in accordance with the Data Protection Policy.
- 61.7.6 Upon receipt of the Internal Phased Retirement Application Form and the line manager's notes, the Head Teacher will review the application and arrange a meeting which will comprise of:
- The staff member in question
  - The staff member's line manager
  - The HR representative
- 61.7.7 During the meeting, all parties will discuss the application and review the proposed changes. This meeting will be used to address any questions or concerns that any party has.
- 61.7.8 The Head Teacher will make notes during the meeting, which will be kept in accordance with the Data Protection Policy.
- 61.7.9 The Head Teacher and HR representative will decide whether the application is reasonable and possible, and then pass the application, along with their recommendation, to the Trust Board.
- 61.7.10 The Trust Board will consider the application, accompanying notes from meetings, and the Head Teacher's and HR representative's recommendations, and come to a decision about the phased retirement application.
- 61.7.11 The Trust Board's decision regarding the phased retirement application will be communicated to the staff member in question in writing within 10 working days of the meeting.
- 61.7.12 Every application will be reviewed on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another member of staff to be granted a similar change to their working pattern.

## **61.8 Unsuccessful applications**

- 61.8.1 If the application is unsuccessful, the Trust Board, Head Teacher and line manager will review the staff member's job description and, in consultation with the staff member, consider alternative ways to accommodate their wishes, e.g. utilising the Flexible Working Policy.
- 61.8.2 If the staff member is unhappy with the outcome of their application, they should request an appeal within 14 days of receiving the outcome letter.
- 61.8.3 Staff are expected to follow the procedures outlined in the Grievance Policy when filing for an appeal.
- 61.8.4 The possible reasons for turning down an application include, but are not limited to, the following:
- The burden of additional costs
  - An inability to reorganise work among existing staff
  - An inability to recruit additional staff
  - A detrimental impact on quality
  - A detrimental impact on performance
  - A detrimental effect on ability to meet pupil demand
  - Insufficient work for the periods the member of staff proposes to work
  - A planned structural change to the Trust

## **61.9 Successful applications**

- 61.9.1 Where applications for phased retirement are successful, the Trust will complete the relevant TPS Phased Retirement Form on the members behalf, as per guidelines from Local Government.
- 61.9.2 The clerk of the Trust Board will send completed TPS forms to the address listed on the form.
- 61.9.3 TPS will acknowledge receipt of the application form either by letter, email or SMS text.
- 61.9.4 The staff member concerned will be informed how they can monitor the progress of their case.
- 61.9.5 The clerk of the Trust Board will confirm the following details to the TPS:
- The staff member's proposed phased retirement date
  - The start date and the new salary that will be paid
  - Details of service and salary since the staff member's last service update, or from a date requested by Teachers' Pensions
- 61.9.6 The official application for phased retirement must be made within three months of the reduction in pay taking effect; however, staff can make the application up to three months before the retirement takes effect.
- 61.9.7 A meeting will be arranged comprising of the Head Teacher, Chair of the Trust Board, staff member and their line manager, in which they will finalise the arrangements for the phased retirement.

- 61.9.8 Depending on the staff member's duties, relevant colleagues may be approached to ensure all responsibilities are covered effectively, e.g. if the staff member is the DPO, the SABM may be contacted to ensure another DPO can be appointed.
- 61.9.9 The HR representative will write an agreement in which the details of the phased retirement arrangement will be outlined.
- 61.9.10 The HR representative will outline the stipulations of relevant employment entitlements, e.g. holiday entitlements and sick leave will be pro rata, which will be detailed in a phased retirement agreement.
- 61.9.11 Legal experts will be consulted during this stage, e.g. regarding queries in terms of a phased retirement agreement that includes a date for full retirement.
- 61.9.12 All related parties will receive a copy of the phased retirement agreement.

### **61.10 Appeals**

- 61.10.1 Staff members who are dissatisfied with the outcome of their request are allowed to lodge an appeal in writing within 14 days of the notification, with the appeal to be heard within 14 days.
- 61.10.2 Any appeal must be dated and must set out the grounds on which the appeal is being made.
- 61.10.3 A meeting will be held to discuss the appeal, comprising of:
- The appeal panel
  - The staff member in question.
  - The staff member's companion, if applicable.
  - Relevant representatives, e.g. the HR representative
- 61.10.4 The staff member will be given the right to be accompanied.
- 61.10.5 The staff member will be informed in writing of the outcome of their appeal, and the reasons for the decision, within 14 days of the appeal meeting.
- 61.10.6 There is no further right of appeal.

### **61.11 Phased retirement principles**

- 61.11.1 The staff member's earnings in the first 12 months of phased retirement must not exceed 80 percent of their earnings limit amount. If the staff member does exceed this amount, the phased retirement will become void and future payments will be suspended and payments already made will be reclaimed by Teachers' Pensions.
- 61.11.2 The maximum amount that a staff member can take in phased retirement is 75 percent of their total benefits. This is not the same as 75 percent of the available benefits at each phased retirement event. If a staff member takes 75 percent of their benefits at their first phased retirement, then a subsequent phased retirement will look at the new total benefits (i.e. those already accrued at the point of the first retirement and the new accrual during the phased retirement) and take 75 percent of those benefits minus the 75 percent already taken to calculate the additional pension to be paid under the second phased retirement.

- 61.11.3 If staff members have accrued final salary and career average benefits, they are not expected to access both sets of benefits when they take phased retirement – they could choose to only take up a pension from their final salary pension or vice versa.
- 61.11.4 Staff can choose to take benefits from both their final salary and career average benefits, subject to the maximum 75 percent.
- 61.11.5 The Trust will expect that the staff member on phased retirement still fulfils the duties specified in their revised job description.
- 61.11.6 The staff member on phased retirement will still:
- Adhere to any training arrangements.
  - Complete any marking and feedback duties.
  - Abide by any holiday and sick leave entitlements.
  - Adhere to all Trust policies.
- 61.11.7 If the staff member’s phased retirement breaches the 20 percent reduction, the application will be void and the benefits will be suspended; additionally, HMRC may charge the staff member a 40 percent unauthorised payment charge for the lump sum received.
- 61.11.8 Staff are permitted to be on phased retirement for temporary periods of time; however, this **must** be for at least a year. If, after this point, staff wish to return to full employment, the HR representative will inform the TPS when they complete the staff member’s salary information on payroll.
- 61.11.9 Phased retirement plans can include dates for when a further phased retirement is scheduled, including full retirement. Staff who wish to utilise, for example, a two-year gradual phased retirement will be required to take a second 20 percent pay drop at the time of their second phased retirement. The Trust will always consult with its legal team when developing phased retirement plans.
- 61.11.10 The Head Teacher and staff member in question will determine how and when the rest of the Trust will be informed of the phased retirement plan.

## **61.12 Monitoring and review**

- 61.12.1 The effectiveness of this policy is monitored by the Trust and is reviewed annually.

For any further questions relating to this HR policies staff handbook, please contact the COO.