



# Diocese of Salisbury Academy Trust

*'Beyond expectations for all of God's children'*

## **EMPLOYMENT MANUAL**

Policy Date: October 2025

Review Date: October 2026

This version supersedes any previous versions prior to October 2025

*This manual applies to all DSAT schools*

## **2025 Review and Amendments Overview**

1. New Table of Content formatting
2. Updated Code of Conduct to cover staff relationships
3. Pay rate changes / removal of performance related pay
4. Neonatal Policy added
5. Induction Policy now incorporated into Manual
6. Menopause Policy now incorporated into Manual
7. Declaration of a second job
8. Forms removed and replaced with Hyperlinks to master copy
9. Web links updated
10. Maternity, Paternity, Adoption, Parental and Shared Parental Leave, Sickness Absence and Social Media Policies replaced with Browne Jacobson model.
11. Spelling errors amended

## **Review of this Manual**

This Manual is reviewed and amended annually. We will monitor the application and outcomes of the various policies on an on-going basis to ensure they are working effectively. This includes but is not limited to the following:

- providing refresher training to Line Managers.
- providing refresher training to all staff.
- conducting 1:1s with Line Managers and staff regarding the application and outcomes of the policy.
- conducting anonymous staff surveys; and
- Updating this Manual in accordance with changes in the law, regulatory requirements, and best practice.

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## 1. Introduction

**Purpose:** This Employment Manual sets out the Trust's rules, policies and procedures affecting members of staff and also provides information about some of your statutory entitlements. You should make yourself familiar with the contents. You should act in conformity with the Employment Manual in carrying out your responsibilities.

**Changes:** From time to time the Trust may need to make changes to the Employment Manual. You will be notified in writing of any changes. Where it considers it appropriate the Trust will consult with staff and unions and/or the joint union negotiating body in relation to significant proposed changes.

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

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

## 2. Roles and Responsibilities

### 2.1 Definitions

Within this Manual the terms below should be understood to mean:

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

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

**Chief Executive Officer:** The Chief Executive Officer of the Trust.

**Finance Director:** The Finance Director of the Trust.

**Academy:** Each and every Academy which is operated by the Trust as part of the multi-academy trust.

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

**Governor:** A member of the Academy Standards and Ethos Committee.

**Employees:** All staff who are employed by the Trust.

**Headteacher:** The Headteacher at each Academy.

**HR Team:** The Human Resources Team who provide advice to DSAT

**Volunteer:** Anyone who works at DSAT on a voluntary basis, without obligation or pay.

### 2.2 Responsibility for the Employment Manual

The Trustees have ultimate responsibility for the policies within this Employment Manual and ensuring that they are legally compliant. The Trustees may delegate responsibility for the review and preparation of the policies for approval by the Trustees.

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

The Trust's HR advisors are responsible for the oversight of the Employment Manual and recommending any updates to the Trustees. The Headteachers must implement and adhere to the policies within this Manual.

This Employment Manual shall apply to all Employees, who are expected to familiarise themselves with its terms.

### 2.3 Management of Employment Matters

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

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

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

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

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

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

## **2.4 Notification and Reporting**

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

Headteachers are required to notify the Chair of the Academy Standards and Ethos Committee of the fact and outcome of any capability, disciplinary, or grievance process and where appropriate the nature of the matter. Such a report should be made within a month of completion of the relevant process and will usually be on an anonymised basis. The HR Team will include any such notifications in regular reports to the Board of Trustees.

The Chief Executive Officer, in conjunction with the HR Team, will report to the Trustees on the number, outcome and (where appropriate) nature of any capability, disciplinary and grievance matters, to enable the Trustees to manage risk, through monitoring and identifying trends, undertaking equality impact assessments, assessing the efficacy of the policies and any identifying any professional development needs.

## **2.5 Training**

The Chief Executive Officer is responsible for ensuring that all staff have appropriate training on the policies within the Manual including as part of an induction for new staff joining the Trust. The Chief Executive Officer shall generally delegate this responsibility to the Headteacher of each Academy.

## **2.6 Volunteers**

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

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

### 3 Code of conduct for Staff

#### 3.1 Purpose and Application

**Purpose:** Relationships with fellow Staff, employees, governors, trustees, contractors, visitors, volunteers, pupils and their parents, guardians or carers should be reasonable and mutually respectful at all times. This Code has been produced to place the welfare of children at the centre of the Trust and its culture and to ensure that all those who work in the Trust and may have contact with children are clear on the rules of conduct and the expectations of the Trust. Children place trust in those connected to the Trust creating obligations which we must all meet to ensure the successful outcomes achieved by the children in our care. This Code has regard to the Trust's Child Protection and Safeguarding Policy and Procedures and the following (collectively referred to in this Code as the Guidance):

3.1.1 *Keeping children safe in education* (September 2025) (**KCSIE**):  
KCSIE also refers to the non-statutory advice for practitioners: *What to do if you're worried a child is being abused* (March 2015).

3.1.2 *Working together to safeguard children* (December 2023) (**WT**):  
WT refers to the non-statutory advice: *Information sharing* (March 2015).

- *Prevent Duty Guidance: for England and Wales* (2023) (**Prevent**). Prevent is supplemented by non-statutory advice and a briefing note:  
*The Prevent duty: Departmental advice for schools and childminders* (June 2015);  
*Channel duty guidance: Protecting people susceptible to radicalisation*  
*The use of social media for online radicalisation.*
- Guidance on female genital mutilation, to include:  
*Multi-agency statutory guidance on female genital mutilation* (July 2020)  
Home Office statutory guidance *Mandatory reporting of female genital mutilation: procedural information.*  
Guidance published by the Department for Health which provides useful information and support for health professionals which will be taken into account by the Trust's medical staff.

**This code does not form part of any employee's contract of employment, and it may be amended at any time.**

#### 3.2 The Purpose of the Code is to:

- confirm and reinforce the professional responsibilities of all Staff;
- clarify the legal position in relation to sensitive aspects of Staff / pupil relationships and communication including the use of social media;
- set out the expectations of standards and behaviour to be maintained within the Trust; and
- to help adults establish safe practices and reduce the risk of false accusations or improper conduct.

#### 3.3 Application

The Code of Conduct (Code) applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and Staff includes employees, governors, trustees, consultants, contractors, casual and agency staff students and volunteers (collectively referred to as staff in this policy).

### 3.4 Your duty

It is the duty of every member of Staff to observe the rules and obligations in this Code. You should also follow the Guidance unless there is a good reason not to follow it in a particular case. The Trust also has a duty of care to its Staff, parents, guardians or carers and pupils and the implementation of the practices in this Code will help to discharge that duty. Failure to comply with the rules and obligations in this Code could lead to disciplinary action being taken against you.

### 3.5 Wrongdoing

All staff are required to report their own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of staff or any conduct which they may suspect to be inappropriate, to the Headteacher, Line Manager or the Chief Executive Officer if the wrongdoing is in relation to the Headteacher. The Trust operates a Whistleblowing Policy which is contained within this Employment Manual.

### 3.6 Application with Other Policies

The Code should be read in conjunction with the Trust's Child Protection and Safeguarding Policy and Procedures, Disciplinary Policy and Whistleblowing Policy.

### 3.7 Guiding Principles for All Staff

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

- taking all reasonable steps to ensure the safety and wellbeing of pupils under their supervision.
- using professional expertise and judgment for the best interests of pupils in their care.
- demonstrating self-awareness and taking responsibility for their own actions and for providing help and support to pupils.
- raising concerns about the practices of teachers or other professionals where these may have a negative impact on pupils' learning or progress, or may put pupils at risk.
- being familiar with the Trust's Child Protection and Safeguarding Policy and Procedures.
- reading and understanding Annex A, of KCSIE (September 2024).
- knowing the role, identity and contact details of the current Designated Safeguarding Lead and their Deputy.
- knowing the role, identity and contact details of the Nominated Safeguarding Trustee and Governor at the respective Academies; and
- being aware that they are in a position of trust (i.e. the adult is in a position of power or influence over the pupil due to his or her work); that the relationship is not a relationship between equals and that this position must never be used to intimidate, bully, humiliate, coerce or threaten pupils.

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

- all staff are responsible for safeguarding children and promoting their welfare. This means that employees are required to take action to protect children from maltreatment, prevent impairment of children's health or development and ensure that children grow up in circumstances consistent with the provision of safe and effective care. This will enable all children to have the best outcomes.
- all staff should be prepared to identify children who may benefit from early help. Early help means providing support as soon as a problem emerges at any point in a child's life, from the foundation years through to the teenage years.

- all staff must be aware of the signs of abuse and neglect and know what action to take if these are identified; and
- all staff must be aware of low level concerns, no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:
  - is inconsistent with the staff code of conduct, including inappropriate conduct outside of work; and
  - does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the Local Authority Designated Officer (LADO).

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

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

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

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

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

- acting appropriately and in accordance with this Code of Conduct, towards all pupils, parents, guardians or carers and colleagues.
- complying with the Trust's Equal Opportunities, Preventing Sexual Harassment and Dignity at Work policies and this Code of Conduct.
- addressing issues of discrimination, harassment and bullying whenever they arise; this includes inappropriate jokes and banter. Employees must positively promote equality and diversity and inclusion at all times and not display any behaviour that constitutes any form of discrimination, bullying or harassment and not display any behaviour that constitutes any form of discrimination, bullying or harassment.

And by:

- helping to create a fair and inclusive environment.
- all staff should work as part of a unified Staff body by:
  - developing productive and supportive relationships with colleagues; and
  - exercising any management responsibilities in a respectful, inclusive and fair manner.
- complying with all Trust and Academy policies and procedures.
- participating in the Trust's development and improvement activities.
- recognising the role of the Trust and the Academies in the life of their respective local communities; and
- upholding the reputation of the Trust and its Academies and their standing within their respective local communities and building trust and confidence in them.

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

- what extremism and radicalisation means and why people - including pupils and fellow staff members - may be vulnerable to being drawn into terrorism as a consequence of it.

- what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extremist ideology that can be associated with it; and
- how to obtain support for people who may be being exploited by radicalising influences.

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

- demonstrating honesty and integrity.
- understanding and upholding their duty to safeguard the welfare of children and young people.
- maintaining reasonable standards of behaviour whether inside or outside of normal School hours and whether on or off Trust premises; and
- maintaining an effective learning environment.

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

- never behaving in a way either inside or outside of work which could cause harm to a child.
- never committing a criminal offence either inside or outside of work.
- never behaving in a way towards a child, either inside or outside of work , which could indicate that you pose a risk of harm to children; and
- never behaving in a way, either inside or outside of work, that could indicate that you may not be suitable to work with children.

### 3.8 Additional Principles for Teachers

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

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

- meeting the professional standards for teaching applicable to their role and position within the Academy.
- reflecting on their current practice and seeking out opportunities to develop knowledge, understanding and skills.
- helping pupils to become confident and successful learners; and
- establishing productive relationships with parents, guardians or carers by:
  - providing accessible and accurate information about their child's progress.
  - involving them in important decisions about their child's education; and
  - complying with this Code.

### 3.9 Guidance on Staff/Pupil Relationships

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

**Sexual contact:** Staff must not:

- have any type of sexual relationship with a pupil or pupils.

- have sexually suggestive or provocative communications with a pupil.
- make sexual remarks to or about a pupil; and
- discuss their own sexual relationships in the presence of pupils.

**Abuse of a position of trust and Inappropriate relationships with pupils:** Sexual relationships or sexual contact with any pupils, or encouraging a relationship to develop in a way which might lead to a sexual relationship or any relationship just considered inappropriate with any pupil at the Academy is a grave breach of trust that will usually lead to disciplinary action and may also lead to criminal prosecution. It is the criminal offence of an abuse of a position of trust to have any sexual relationship with any Academy pupil under the age of 18, and whilst not a criminal offence, it is a breach of this Code and considered to be gross misconduct to have a sexual relationship with any pupil of the Academy, even if over the age of 18.

**Inappropriate relationships with pupils at another school:** Forming relationships with children or young people who are pupils or students at another school will be a criminal offence if they are under 16 but may also be a criminal offence if under the age of 18 and will be regarded as gross misconduct. Such behaviour tends to bring the Academy and/or the Trust into disrepute and gives rise to concern that the Staff involved cannot be trusted to maintain professional boundaries with pupils and students at the Academy. Whilst not a criminal offence, the Trust considers it inappropriate for Staff to form inappropriate relationships with a pupil of any school irrespective of their age, including former pupils who have attended school whilst they have taught there.

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

- need to exercise professional judgment but always act within the spirit of these guidelines. If you are involved in a situation where no specific guidance exists, you should discuss the circumstances with the Designated Safeguarding Lead. A written record should be kept that includes justification for any action taken.
- must be aware of the risks of peer-on-peer abuse and be familiar with procedures for handling allegations against other children and bullying as set out in the Trust's child protection and safeguarding policy and procedures.
- must be familiar with procedures for reporting concerns in accordance with the Trust's whistleblowing policy and be aware that if Staff raise concerns about working practices within the Trust to the Designated Safeguarding Lead or an appropriate senior member of Staff that they will be protected from detriment under the whistleblowing policy.
- must be familiar with the local reporting guidelines and the Local Safeguarding Children Board reporting threshold document in respect of any concerns relating to children.
- must be familiar with procedures for handling allegations against Staff as set out in the Trust's Allegations and concerns raised in relation to staff, supply staff, contractors and volunteers Policy, Child Protection and Safeguarding Policy and Procedures and Whistleblowing Policy.
- must seek guidance from the Designated Safeguarding Lead if you are in any doubt about appropriate conduct; and
- must report any actions which could be misinterpreted, any misunderstandings, accidents or threats involving you and a pupil or a group of pupils to the Designated Safeguarding Lead.

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

- appears to be emotionally distressed, or generally vulnerable and / or who is seeking expressions of affection.
- appears to hold a grudge against you.
- acts in a sexually provocative way, or who is inclined to make exaggerated claims about themselves and others, or to fantasise, or one whose manner with adults is over familiar; and

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

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

**Record keeping:** Comprehensive records are essential. All concerns, discussions and decisions made and the reasons for those decisions should be recorded in writing. Any incident involving children that could give cause for concern, whether contemplated in these guidelines or not, must be recorded and reported to the Designated Safeguarding Lead in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures. If there is any doubt about recording requirements this should be discussed with the Designated Safeguarding Lead.

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

### 3.10 Guidance on Other Staff Relationships

For employees who are in a relationship with a colleague, parent or carer, governor, or any other person associated with the school/Trust, we expect that they identify this to the Headteacher/line manager at the earliest opportunity, who will handle the matter with discretion and will put a plan in place to ensure that this does not create a conflict of interest or affect their professional judgement or responsibilities in any way. Where the line manager is not the most senior person in the school/Trust, it will be necessary to pass this information on to the Headteacher and CEO/Regional Director as part of the management plan/risk assessment. Where an employee has managerial authority over another employee with whom they are in a close personal relationship, the school/Trust reserves the right to consider transferring one or both employee(s) to another role in the school/Trust, following appropriate consultation with both employees in order to seek their agreement.

### 3.11 General Conduct

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

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

**Behaviour of others:** You should be aware that the behaviour of your partner or other family members or any member of your household may raise concerns which could affect the welfare of a member of the Trust or Academy community, a member of the public, or bring the Trust or one of its Academies into disrepute and you should bring any such behaviour to the immediate attention of the Trust. Such concerns will be given careful consideration as to whether they constitute a potential risk to children at any Academy.

### 3.12 Meetings with Pupils

**One-to-one meetings:** If you are teaching one pupil, or conducting a one-to-one meeting or teaching session with a pupil, you should take particular care in the following ways:

- when working alone with a pupil is an integral part of your role, conduct and agree full risk assessments with the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher.
- use a room that has sufficient windows onto a corridor so the occupants can be seen, or keep the door open, or inform a colleague that the lesson / meeting is taking place.
- arrange the meeting during normal school hours when there are plenty of other people about.
- do not continue the meeting for any longer than is necessary to achieve its purposes.
- avoid sitting or standing in close proximity to the pupil, except as necessary to check work.
- avoid using "engaged" or equivalent signs on doors or windows.
- avoid idle discussion.
- avoid all unnecessary physical contact and apologise straight away if there is accidental physical contact.
- avoid any conduct that could be taken as a sexual advance.
- report any incident that causes you concern to the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures, and make a written record (signed and dated); and
- report any situation where a pupil becomes distressed or angry to the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher.

**Pre-arranged meetings:** Pre-arranged meetings with pupils outside school should not be permitted unless approval is obtained from their parents, guardians or carers and the Headteacher or a delegated Senior Leader. If you are holding such a meeting, you should inform colleagues before the meeting.

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

- discuss the purpose of any visit with the Headteacher or a delegated Senior Leader and adhere to any agreed work plan / contract.
- follow the risk management strategy and ensure appropriate risk assessments are in place. Where there is insufficient information to complete a risk assessment, ensure that you are accompanied by a colleague.
- not visit unannounced if this can be avoided.
- leave the door open where you will be alone with pupils.
- keep records detailing times of arrival and departure, and work undertaken.
- ensure that any behaviour or situation that gives rise to a concern is reported and actioned.
- discuss with the Designated Safeguarding Lead anything that gives cause for concern in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures; and
- have a mobile telephone and an emergency contact.

### 3.13 Language and Appearance

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

- avoid words or expressions that have any unnecessary sexual content or innuendo; avoid displays of affection either personally or in writing (e.g. messages in birthday cards, text messages, emails etc.).
- avoid any form of aggressive or threatening words.
- avoid any words or actions that are over-familiar.
- not swear, blaspheme or use any sort of offensive language in front of pupils.
- avoid the use of sarcasm, discriminatory or derogatory words when punishing or disciplining pupils and avoid making unprofessional personal comments about anyone. Any sanctions should be in accordance with the Trust's behaviour and discipline policies; and

- be aware that some parts of the curriculum may raise sexually explicit subject matters. Care should be taken in subjects where rules / boundaries are relaxed (e.g. drama or art). Staff should have clear lesson plans and should take care to avoid overstepping personal and professional boundaries.

**Dress:** Working in our Trust employees are role models to our students and how they present themselves is important. Our expectation is that staff are decently, appropriately, and professionally dressed in work at all times. We do not permit the wearing of clothes that are revealing, allow underwear to be seen, have offensive logos or writing, or are ripped or torn at any times. If an employee is unsure whether any item of clothing is inappropriate, then they should not wear it to work. Employees can always speak to their line manager if they are unsure. Where we identify that an employee is wearing clothing that we do not find acceptable, they will be informed.

### 3.14 Tackling Discrimination and Harassment

Employees are required to understand the types of discrimination, harassment and bullying that students and colleagues may be subject to. Employees are required to have read and understood our Equity, Diversity and Inclusion policy/Anti-Harassment and Bullying policy and Preventing Sexual Harassment at Work policy.

The law protects employees, workers, contractors, self-employed staff, apprentices, those undertaking vocational training, volunteers, former workers and job applicants from sexual harassment and the Trust has a duty to take reasonable steps to prevent sexual harassment of its staff at work.

Examples of sexual harassment include, but are not limited to:

- Flirting, gesturing, making sexual remarks about someone's appearance in any means of communication.
- Asking question about someone's sex life.
- Telling sexually offensive jokes/pranks and or sharing pornographic or sexual images; and
- Unwanted touching, kissing or assault.

To report an incident of sexual harassment or to raise a concern, speak to your line manager, or where that is not appropriate, escalate it to a senior leader or Trust officer you are comfortable to speak to. Please refer to the Preventing Sexual Harassment at Work Policy for details of how the Trust responds to a report of sexual harassment.

Employees must not ignore any form of discrimination or harassment. Employees must positively promote equality and diversity and inclusion at all times and not display any behaviour that constitutes any form of discrimination, bullying or harassment.

### 3.15 The Use of Force or Physical Restraint

**Physical restraint:** All forms of corporal punishment are unlawful and the use of unwarranted physical force is likely to constitute a criminal offence. The use of physical intervention should be avoided if possible. However, by law, Staff who are authorised by the Headteacher to have control or charge of pupils, may use such force or physical contact as is reasonable and proportionate in the circumstances to prevent a pupil from doing, or continuing to do any of the following:

- committing a criminal offence.
- injuring themselves or others.
- causing damage to property, including their own; or

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

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

**Before intervening:** Before intervening physically you should, wherever practicable, tell the pupil to stop and what will happen if he or she does not. You should continue attempting to communicate with the pupil throughout the incident and should make it clear that physical contact or restraint will stop as soon as it ceases to be necessary. You should always avoid touching or holding a pupil in a way that might be considered indecent. You should also avoid any form of aggressive contact such as holding, pushing, pulling or hitting which could amount to a criminal assault, nor act in a way that might reasonably be expected to cause injury.

**Inform senior staff:** You should inform the Headteacher or their designated Deputy Senior Leader immediately following an incident where force has been used. This is to help prevent any misunderstanding or misrepresentation of the incident, and it will be helpful in the event of a complaint. You should provide a written report as soon as possible afterwards. This should include written and signed accounts of those involved, including the pupil. The parents, guardians or carers of the pupil should be informed about serious incidents involving the use of force. In the EYFS setting, the parents, guardians or carers will be informed about any use of force on the same day or as soon as reasonably practicable. The Headteacher or designated Senior Leader will advise as to when parents should be contacted.

**Action taken in self-defence or in an emergency:** The law allows anyone to defend themselves against an attack provided they do not use more force than is necessary. Similarly, where a pupil is at risk of immediate injury or on the point of inflicting injury on someone else, any member of Staff (whether authorised or not) would be entitled to intervene.

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

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

### **Physical contact in other circumstances**

**When physical contact may be appropriate:** Physical contact with a pupil may be necessary and beneficial in order to demonstrate a required action, or a correct technique in, for example, singing and other music lessons or during PE, sports and games. Any physical contact should be in response to the pupil's needs, of limited duration and appropriate to the pupil's age, stage of development, gender, ethnicity and background. Physical contact can be easily misinterpreted and should be limited. Staff should use professional judgement.

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

- explain the intended action to the pupil.
- do not proceed with the action if the pupil appears to be apprehensive or reluctant, or if you have other concerns about the pupil's likely reaction.
- ensure that the door is open and if you are in any doubt, ask a colleague or another pupil to be present during the demonstration; and
- consider alternatives if it appears likely that the pupil might misinterpret the contact.

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

**Offering comfort to distressed pupils:** Touching may be appropriate where a pupil is in distress and needs comforting. You should use your own professional judgement when you feel a pupil needs this kind of support and should be aware of any special circumstances relating to the pupil. For example, a child who has been abused may find physical contact particularly difficult. You should always notify the Headteacher or designated Senior Leader when comfort has been offered, record the action and should seek guidance if unsure whether it would be appropriate in a particular case.

**Administering first aid:** When administering first aid you should explain to the child what is happening and ensure that another adult is present or is aware of the action being taken. The treatment must meet the Trust's first aid, health and safety at work rules and intimate care guidelines, and parents, guardians or carers should be informed. Staff should:

- adhere to the Trust's policies on first aid and administering medication.
- comply with the necessary reporting requirements.
- make other adults aware of the task that is being undertaken.
- explain what is happening.
- report and record the administration of first aid.
- have regard to any health plans; and
- ensure that an appropriate health / risk assessment is undertaken prior to undertaking certain activities.

**Pupils' entitlement to privacy:** Children are entitled to privacy when changing or showering. However there still must be an appropriate level of supervision to ensure safety. You should:

- avoid physical contact or visually intrusive behaviour when children are undressed.
- announce yourself when entering changing rooms and avoid remaining unless required.
- not shower or change in the same place as children; and
- not assist with any personal care task which a pupil can undertake themselves.

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

- comply with the Trust's intimate care guidelines.
- advise other Staff of the task being undertaken and consult where there is any change from the agreed procedure. A record should be kept of the justification for any variations and this information should be shared with parents, guardians or carers.
- explain to the child what is happening.
- comply with applicable professional codes of practice, as appropriate; and
- comply with regularly reviewed, formally agreed plans, as appropriate.

**Where a child has been abused:** Where a child has previously been abused, Staff should be informed on a 'need to know' basis and should be extra cautious when considering the necessity of physical contact. Some children may seek inappropriate physical contact. Staff should sensitively deter the

pupil and help them understand the importance of personal boundaries. Such incidents should be reported and discussed with the Designated Safeguarding Lead and parents, guardians or carers where appropriate.

**Children with special educational needs or disabilities:** Some children may need more physical contact to assist their everyday learning, which should be agreed and understood by all concerned, justified, openly applied and open to scrutiny. The Designated Safeguarding Lead and SENCO will establish whether any reasonable adjustments are required for such pupils.

### 3.16 Code of Conduct for Contact Outside School

Unlike some other forms of employment, working at our Trust means that an employee's conduct outside of work could have an impact on their role:

- Staff must not engage in conduct outside work which could seriously damage the reputation and standing of the Trust, or the employee's own reputation or the reputation of other members of the Trust community. Employees should be aware that any conduct that we become aware of that could impact on their role within the Trust or affect the Trust's reputation will be addressed under our disciplinary procedure.
- We therefore expect employees to make us aware immediately of any such situations that have happened outside of the Trust.
- Employees are required to demonstrate responsible behaviour at work-related functions and work-related social events that take place outside of normal work hours and to act in a way that will not have a detrimental effect on our reputation.
- Staff must not behave in a way outside work that may impact on their suitability to work with children. This includes behaviour which does not directly involve a child/children. Should we become aware of any such incident or behaviour, we may treat the issue as a safeguarding matter and manage it in accordance with the Keeping Children Safe in Education statutory guidance document. Employees should be aware that any behaviour that we consider may impact on an employee's suitability to work with children will be addressed under our disciplinary procedure and may lead to a referral to the Disclosure and Barring Service (DBS) and the Teaching Regulation Agency (where appropriate).
- We therefore expect employees to make us aware immediately of any such situations that have happened outside of the Trust.

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

**Social contact:** You should be aware that where you meet children or parents, guardians or carers socially, such contact could be misinterpreted as inappropriate, an abuse of a position of trust or as grooming. Any social contact that could give rise to concern should be reported to the Headteacher or designated Senior Leader.

**Friendships with parents, guardians or carers and pupils:** Members of Staff who are friends with parents, guardians or carers of pupils or who, for example, are voluntary workers in youth organisations attended by pupils, will of course have contact with those pupils outside

school. However, members of Staff should still respect the above advice wherever possible and should keep the Headteacher or designated Senior Leader informed of such relationships.

**Scope of application of code on contact outside school:** The same guidelines should be applied to after school clubs, school trips, and especially trips that involve an overnight stay away from the Academy. There are separate, more detailed guidelines for school trips in the Educational Visits Policy. The principles of this guidance also apply to contact with children or young people who are pupils at another school.

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

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

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

- be accompanied by another adult unless otherwise agreed with the Headteacher or designated Senior Leader.
- undertake a risk assessment; and
- obtain parental consent.

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

- follow the Trust's Educational Visits Policy.
- be accompanied by another adult unless otherwise agreed with the Deputy Headteacher or designated Senior Leader.
- undertake a risk assessment.
- obtain parental consent; and
- never share bedrooms unless in a dormitory situation and arrangements have been discussed and agreed previously with Headteacher or designated Senior Leader and where appropriate parents, guardians or carers and pupils.

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

- you should ensure that a risk assessment has been undertaken and that all members of the household have had the appropriate checks.
- arrangements should be made with and agreed by parents, guardians or carers and the pupil.
- one to one supervision should be avoided where possible.
- choice, flexibility and contact with "the outside world" should be incorporated, so far as it is consistent with appropriate supervision and the Trust's guidelines.

- whenever possible, independent oversight of the arrangements should be made; and
- any misinterpretation, misunderstanding or complaint should be reported.

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

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

### 3.17 Communication with Pupils (Including the Use of Technology)

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

**Application:** These rules apply to any form of communication including new technologies (including 3G / 4G / 5G technologies) such as mobile telephones, web cameras, social networking websites and blogs. You should also ensure you comply with the more detailed IT Acceptable Use Policy, and Social Media Policy.

**Dealing with "crushes":** Crushes, fixations or infatuations are part of normal adolescent development. However, they need sensitive handling to avoid allegations of exploitation. Such crushes carry a high risk of words, actions and expressions being misinterpreted, therefore, the highest levels of professionalism are required. If you suspect that a pupil has a crush on you or on another colleague you should bring it to the attention of the Headteacher or designated Senior Leader at the earliest opportunity. Suggestions that a pupil may have developed a crush should be recorded. Staff should avoid being alone with pupils who have developed a crush on them and if the pupil sends personal communications to the member of Staff, this should not be responded to and should be reported to the Headteacher or designated Senior Leader and recorded.

**Acceptable use:** Adults must establish safe and responsible online behaviours and must comply with the IT Acceptable Use Policy, Social Media Policy and the mobile telephone protocol. Adults should report to senior colleagues, any new and emerging technologies which may have a bearing on Trust practices and on the review of the IT Acceptable Use Policy. Local and national guidelines on acceptable user policies should be followed. Staff should also:

- ensure that your own personal social networking sites are set as private and ensure that pupils are not approved contacts.
- ensure that you do not use any website or application, whether on an Academy, Trust or personal device, which publicly identifies your location while on Trust premises or otherwise in the course of your employment.
- never use or access social networking sites of pupils and do not use internet or web-based communication channels to send personal messages to pupils.
- do not use your own equipment (e.g. mobile telephones) to communicate with pupils - use equipment provided by the Trust or Academy and ensure that parents, guardians or carers have given permission.
- only make contact with pupils for professional reasons; and
- recognise that text messaging should only be used as part of an agreed protocol and only when other forms of communication are not possible.

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

**Personal mobile telephones and electronic devices:** It is understood that staff may need to check text messages and/ or personal emails in the case of an emergency or during break times. Personal use must not interfere with your work commitments (or those of others). It is a privilege and not a right. Staff shall set an example and shall never use their own mobile telephones or other electronic devices whilst they are on duty (whether in a classroom or otherwise) and any such mobile devices should be switched off except in the case of an emergency and be kept out of sight of pupils.

**Communicating outside the agreed protocols:** Email or text communications between an adult and any pupil outside agreed protocols may lead to a report to external agencies in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures, disciplinary action and / or criminal investigations. This also includes communications through internet based websites.

### 3.18 Code of Conduct for Photographs and Videos

**Photography, videos and other images/media:** Many educational activities involve recording images. These may be undertaken for displays, publicity, to celebrate achievement and to provide records of evidence of the activity. Under no circumstances should employees use their personal equipment to take images of students at or on behalf of the Trust.

**Acceptable use of technology:** Staff should only use ICT systems and resources (email and phone) for all Trust business or only in line with what is allowed. [Employees should read and understand our ICT policy.

**Personal phones and tablets:** Staff must not use personal electronic communication devices such as mobile phones or iPads as cameras in school. Any photographs/video footage must be taken using school equipment. Staff must only save images on school IT hardware/computers.

Staff who are in contact with pupils should not use personal mobile phones in school during their directed/paid hours of employment unless there are exceptional circumstances, and they have requested and been given explicit permission to do so by the Headteacher. Outside of these times, mobile phones should only be used in areas of the school where pupils are not present

**Permission required:** You should seek permission from the Headteacher or someone with the delegated authority of the Headteacher, such as the Deputy Headteacher, before taking photographs or video camera footage of any pupils in class, at any Academy events or on a trip. You should also seek permission before displaying these photographs. Appropriate consents for taking and displaying photographs should be obtained from parents, guardians or carers where appropriate.

**Consent:** Subject to below, appropriate consents for taking and displaying photographs should be obtained from parents, guardians, carers or from the pupils themselves if sufficiently mature (most pupils are seen as being sufficiently mature from the age of 12 years). Consent must be freely given so it must be a genuine choice. The consent obtained must be specific for the purpose that the photographs will be used for - for instance if the photographs will be used in a school promotion, specific consent should be obtained for this use, and the photographs should not then be used for any other use without new consent being requested and obtained. There are additional rules around seeking consent. Please see the Guidance for Staff on the use of Photographs and Videos of Pupils by the School for further information. Any consent will need to be sought from either the parent, the pupil or both depending on the maturity of the pupil.

Where the use of a photograph or video is less privacy intrusive (e.g. used in an internal school display) it is sufficient for parents and pupils to have been informed about this in the Trust's privacy notices, in which case consent is not required. Please speak to the Academy Finance Officer/Business Manager or Administrator, if you require guidance on whether consent should be obtained.

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

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

- the purpose of the activity should be clear as should what will happen to the photographs or videos. You must be able to justify images in your possession.
- all images should be made available in order to determine acceptability.
- images should not be made during one-to-one situations.
- ensure that the pupil is appropriately dressed.
- ensure that the pupil understands why the images are being taken and has agreed to the activity.
- only use equipment provided or authorised by the Trust or Academy.
- if a photograph or video is to be displayed in a place to which the public have access it should not display the pupil's name unless specific consent has been obtained. If the use of a photograph or video is more privacy intrusive consent may need to be obtained even if the pupil's name is not used (e.g. using an unnamed photograph of a pupil in an advertisement). Consent should be obtained from the pupil and / or their parents as appropriate. Please see below for further guidance on consent.
- all images of children should be stored securely and only accessed by those authorised to do so; and
- images must not be taken secretly.

**Consent:** Children are usually considered mature enough to exercise their own data protection rights when they are aged 12 years or older. Whether consent should be obtained from the parents, the pupil or both will depend on the age of the pupil. The Trust's policy is that when consent is required it should be obtained as follows:

- where the pupil is in Year 7 or below, consent should be sought from a parent, guardian or carer.
- where the pupil is in Year 8, 9, 10 or 11 then consent should be sought from both the pupil and their parent, guardian or carer.
- where the pupil is in Year 12 or 13 then only the pupil's consent will need to be obtained.

**Personal social media:** You must not publish anything which could identify pupils, parents or guardians on any personal social media account, personal webpage or similar platform without the prior consent of the Head in writing. This includes photos, videos, or other materials such as pupil work.

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

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

**Appropriate material:** The Trust recognises that many children have unlimited and unrestricted access to the internet via 3G and 4G. You must ensure children are not exposed to inappropriate or indecent images. Viewing, retrieving or downloading of pornographic, terrorist or extremist material, or any other material which the Trust believes is unsuitable is strictly prohibited and constitutes gross misconduct. This includes at any time when on Trust premises or otherwise in the course of your employment, including using the Trust's ICT network, or via 3G, 4G or 5G, whether or not on a Academy, Trust or personal device. You should not allow unauthorised access to Trust or Academy equipment and should keep your computer passwords safe. If you discover material that is potentially illegal or inappropriate, you must isolate the equipment and contact the Designated Safeguarding Lead under the Trust's Child Protection and Safeguarding Policy and Procedures immediately. Pupils must not be exposed to unsuitable material on the internet and Staff should ensure that any film or material shown is age appropriate.

### 3.19 Gifts and Rewards

**Anti-bribery and corruption policy:** Before accepting or giving any gifts or rewards, Staff must familiarise themselves with the Anti-Bribery and Corruption Policy contained in this Employment Manual.

**If a gift is received:** If you receive a gift from a pupil or parent you should declare the gift where there is a possibility it could be misconstrued, or in any event where the gift is of a value of more than £20;

The Headteacher may in their absolute discretion require you to decline the gift and decline outright gifts that could be perceived as a bribe or that have created an expectation of preferential treatment.

Although it is accepted for parents, guardians or carers or children to make small gifts to show appreciation, you must not receive gifts on a regular basis or receive anything of significant value.

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

- it should only be provided as part of an agreed reward system.
- in all cases except the above, the gift or reward should be of little monetary value and should be discussed and agreed with the Deputy Headteacher or designated Senior Leader and where appropriate the parent, guardian or carer.
- selection processes should be fair and where possible should be agreed by more than one member of Staff; and
- gifts should be given openly and not based on favouritism.

**Allocation of gifts and rewards:** Decisions regarding entitlement to benefits or privileges such as admission to school trips, activities or classroom tasks must avoid perceptions of bias, grooming or favouritism. The selection process must be based on transparent criteria.

### 3.20 Alcohol and Substance Misuse

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

Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. Therefore, the Trust will seek, where appropriate, to treat these problems in a similar

way to other health issues. Support may be provided at this point, in order to aid a full recovery, allowing a return to work/effective performance and the full range of duties.

### 3.21 Childcare Disqualification

**Offence:** The Childcare Act 2006 and the Childcare (Disqualification) Regulations 2009 state that it is an offence for the Trust to employ anyone to provide childcare in connection with our early years provision (EYP) or later years provision (LYP) who is disqualified, or for a disqualified person to be directly involved in the management of EYP or LYP (a Relevant Role).

**EYP:** includes usual Academy activities and any other supervised activity for a "young child" which takes place on the Academy premises during or outside of the normal school day (a child is a "young child" during the period between birth and up to 1 September following their fifth birthday).

**LYP:** includes provision for children not in EYP and under the age of 8 which takes place on Academy premises outside of the normal school day, including, for example breakfast clubs, after school clubs and holiday clubs. It does not include extended school hours for co-curricular activities such as sports activities.

**"Childcare":** means any form of care for a child, which includes education and any other supervised activity for a "young child". "Childcare" in LYP does not include education during school hours but does cover before and after school clubs.

**Grounds for disqualification:** The grounds on which a person will be disqualified from working in connection with EYP or LYP are set out in the Trust's Recruitment, Selection and Disclosure Policy and Procedure. Staff are required to familiarise themselves with this document.

**Duty of disclosure:** Staff in a Relevant Role are under an on-going duty to immediately notify the Academy if their circumstances change so that they meet any of the criteria for disqualification at any point during their employment with the Trust. Any failure to disclose relevant information will be treated as a serious disciplinary matter.

**Ofsted:** Where the Academy receives disqualification information about a member of staff working in a Relevant Role, and is satisfied that the member of staff is disqualified as a consequence, the Academy is under a duty to report the circumstances of the disqualification to Ofsted.

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

### 3.22 Reporting Obligations

**The Trust's position:** It is a contractual requirement as well as in your interests to follow this Code so as to maintain appropriate standards of behaviour and your own professional reputation. A breach of this Code may be treated as misconduct and will render you liable to disciplinary action including in serious cases, dismissal.

**Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with the Trust's policies (including the whistleblowing policy, the child protection and safeguarding policy and procedures and this Code). Safeguarding children is at the centre of the Trust's culture and is accordingly considered formally during staff performance development reviews and appraisal and finally at exit interviews which may be held with leavers.

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

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

**Termination of employment:** If the Trust ceases to use the services of a member of staff because they are unsuitable to work with children, a settlement agreement not be used and a referral to the Disclosure and Barring Service will be made as soon as possible if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the Academy, with a report being presented to the Governors without delay.

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

**Teaching Regulation Agency:** Where a teacher has been dismissed, or would have been dismissed had they not resigned, separate consideration will be given as to whether a referral to the Teaching Regulation Agency should be made.

### 3.23 Keeping within the law

Staff are expected to operate within the law. Unlawful or criminal behaviour, at work or outside work, may lead to disciplinary action, including dismissal, being taken. However, being investigated by the police, receiving a caution, or being charged will not automatically mean that an employee's employment is at risk.

**Employees must ensure that they:** Uphold the law at work: Never commit a crime away from work which could damage public confidence in them or the Trust or which makes them unsuitable for the work they do. This includes, for example:

- Submitting false or fraudulent claims to public bodies (for example, income support, housing or other benefit claims).
- Breaching copyright on computer software or published documents.
- Sexual offences which will render them unfit to work with children or vulnerable adults; and
- Crimes of dishonesty which render them unfit to hold a position of trust.

Write and tell the headteacher (chair of governors if they are the Headteacher) immediately if they are questioned by the police, charged with, or convicted of, any crime whilst they are employed at the Trust (this includes outside of their working hours). The headteacher and/or governors will then need to consider whether this charge or conviction damages public confidence in the Trust or makes the employee unsuitable to carry out their duties.

## 4 Equity, diversity and inclusion (EDI) policy

### 4.1 Purpose of the Policy

The Trust is committed to providing high quality teaching and learning for our pupils. We recognise that by valuing and promoting equal opportunities in employment for all employees and job applicants and avoiding unlawful discrimination in employment and delivery of services, we will be able to deliver first class education, and value the differences our workforce brings to the trust.

We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit. We also value diversity and recognise the varied contributions that a diverse workforce brings to an organisation; we are committed to drawing on different perspectives and experiences of individuals, which will add value to what we do. We acknowledge intersectionality and the impact that a wide variety of differences will have on the individual and the workplace.

We will ensure that we do not discriminate against staff on the basis of:

- Age.
- Disability.
- Gender reassignment.
- Gender definition.
- Intersex and non-binary.
- Marital or civil partner status.
- Pregnancy or maternity.
- Race, colour, nationality, ethnic or national origin.
- Religion or belief.
- Sex or sexual orientation; or
- Any combination of those listed above (the protected characteristics).

The principles of non-discrimination also apply to how we expect our staff to treat colleagues, pupils, parents and carers, visitors, clients, customers, suppliers and former staff regardless of whether the legal protection of having a protected characteristic applies.

This policy complies with the requirements of the Gender Recognition Act 2004 and the Equality Act 2010. Under the general public sector equality duty of the Equality Act 2010, our Trust must have due regard to, and are committed to:

- Eliminate discrimination, harassment and victimisation.
- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Set diversity objectives.
- Identify a senior level champion for leading the diversity strategy.
- Secure top-level ownership and sponsorship.
- Develop and cascade a diversity vision statement.
- Foster good relations between people who share a protected characteristic and those who do not.

The duty covers the protected characteristics of race, disability, sex, age, sexual orientation, religion or belief, pregnancy and maternity, gender reassignment, gender definition, intersex and non-binary. The first part of the duty; to eliminate discrimination, harassment and victimisation, also applies to the protected characteristic of marriage and civil partnership.

As part of our duty we publish on our website: Our equality objectives (at least every four years); and Information that demonstrates our compliance with this duty.

We will also publish gender pay gap reporting in line with the regulations.

As part of the application of this policy, the Trust may collect, process, and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in relation to how we collect, hold, and share personal data.

This policy does not form part of any employee's contract of employment and may be amended at any time.

## 4.2 To Whom Does this Policy Apply?

**Application:** This policy covers all individuals working at all levels and grades in the [school/academy/trust], including trustees, governors, headteacher, senior leadership, employees, consultants, contractors, trainees, part-time and fixed-term employees, [volunteers], casual workers and agency staff (collectively referred to as **employees** in this policy).

This policy applies to all aspects of the employment relationship and covers job advertisements, recruitment and selection, training and development, opportunities for promotion, appraisals, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment. It also applies to former employees, for example in the provision of employment references. This policy focuses on employment and does not cover the provision of services to our pupils.

The purpose of this policy is to set out our approach to equal opportunities, how we will tackle discrimination and how we will put our commitment into action and comply with the law, to ensure that equality and diversity is promoted in the workplace, and our employees are not subject to, and do not commit unlawful acts of discrimination.

**Workers' duties:** All workers have a duty to act in accordance with this policy, to treat colleagues with dignity at all times, and not to discriminate against, harass or victimise other members of staff, whether junior or senior to them. This also applies on work-related trips or events including social events. In some situations, the Trust may be at risk of being held responsible for the acts of individual members of staff and will not tolerate any discriminatory practices or behaviour.

## 4.3 Personnel Responsible

**Overall responsibility:** The Chief Executive Officer and the Trustees have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework prohibiting discrimination. The Chief Executive Officer and the Trustees have delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the HR Team.

**Management:** Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the Trust with regard to diversity, equity and inclusion. . To facilitate this process, managers may be given training on equal opportunities awareness and equal opportunities recruitment and selection best practice.

**Questions about this policy:** All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the HR Team.

#### 4.4 Harassment, Victimisation and Discrimination:

The law protects employees, workers, contractors, self-employed staff, apprentices, those undertaking vocational training, volunteers, former workers and job applicants from sexual harassment and the Trust has a duty to take reasonable steps to prevent sexual harassment of its staff at work.

Examples of sexual harassment include, but are not limited to:

- Flirting, gesturing, making sexual remarks about someone's appearance in any means of communication.
- Asking question about someone's sex life.
- Telling sexually offensive jokes/pranks, and/or sharing pornographic or sexual images.
- Unwanted touching, kissing, or assault.

To report an incident of sexual harassment or to raise a concern please notify your line manager, another senior leader, or member of the Trust team, and please refer to the preventing sexual harassment at work policy for details of how the Trust responds to a report of sexual harassment.

Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment or supported someone else's complaint. This includes where someone mistakenly believes that the victim has complained, given information, or supported someone else's complaint.

Discrimination by association is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic.

Discrimination by perception is where an individual is directly discriminated against or harassed based on a perception that a person has a particular protected characteristic irrespective of whether they do have that protected characteristic (this does not include marriage and civil partnership and pregnancy and maternity).

Third-party harassment occurs where an employee is harassed, and the harassment is related to a protected characteristic (other than marriage and civil partnership, and pregnancy and maternity), by third parties such as parents and carers, clients or customers.

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

#### 4.5 Recruitment and Selection

**Trust's position:** The Trust aims to ensure that no job applicant receives less favourable treatment because of a Protected Characteristic. When recruiting or on promotion, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. All applicants will be provided with a copy of our Recruitment Privacy Notice which sets out how we will gather, process and hold personal data of individuals during the recruitment process. Recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities and that sufficiently diverse sectors of the community are reached. Job selection criteria are

reviewed from time to time to ensure that they are justifiable on non-discriminatory grounds as being essential for the effective performance of the job.

Applicants will not be asked about health or disability before a job offer is made, other than where it is necessary to;

- establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
- establish if any reasonable adjustments need to be made to enable an applicant to have a fair interview or assessment; and
- carry out equal opportunities monitoring (which will not form part of the decision-making process).

Job offers will be conditional upon a satisfactory medical check in accordance with our obligation under Keeping Children Safe in Education<sup>1</sup>, where a school must verify the candidate's mental and physical fitness to carry out their work responsibilities in accordance with the Education (Health Standards) (England) Regulations 2003.

Applicants will not be asked about past or current pregnancy or future intentions related to pregnancy or gender identity or history. Applicants will not be asked about matters which may suggest an intention to discriminate on ground of a protected characteristic. Applicants will be asked to clarify which pronoun they would prefer to be referred to.

To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our Trust, we monitor diversity data as part of the recruitment process and as set out in our Recruitment Privacy Notice and Data Protection Policy. Provision of this information is voluntary and it will not adversely affect an individual's success at recruitment or any other decision related to their employment. The information is removed from applications before short listing, and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

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

#### 4.6 Staff Training and Promotion and Conditions of Service

**The Trust's position:** Staff training needs shall be identified through regular staff appraisals. All workers will be given an equal opportunity and access to training to enable them to progress within the organisation. All promotion decisions shall be made on the basis of merit.

**Terms and conditions:** Our conditions of service, benefits and facilities will be reviewed from time to time to ensure that they are available to all workers who should have access to them and that there are no unlawful obstacles to accessing them.

**Applying our policy to training, promotion, pay decisions and conditions of service:** All employees will be able to access our staff privacy notice, which sets out how we will collect, hold, and share personal data of individuals during their employment. Employees' training needs will be identified through the appraisal process. All employees will be given appropriate access to training for their job, and in order to enable them to progress within the Trust.

Pay and promotion decisions will be based on an employee's performance (where relevant),

skills and experience and as detailed in our pay policy. Our benefits and facilities are reviewed regularly to ensure that they are available to all employees who should have access to them, and that there are no unlawful obstacles to accessing them. Relevant national and local conditions of service within our Trust as applied to our employees, will meet the requirements of equal opportunities.

**Applying our policy when terminating employment:** We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory. We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal, or other disciplinary action.

#### 4.7 Disability Discrimination

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

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

**Reasonable adjustments:** You may also wish to advise your line manager of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. This may involve the provision of an additional piece of equipment or assistance in helping you to perform your work. Your line manager may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

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

#### 4.8 Fixed-term Employees

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

#### 4.9 Part-time Workers

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

#### 4.10 Agency Workers

**Monitoring:** The Trust will monitor agency workers to ensure that they are treated no less favourably than a comparable worker in relation to accessing collective facilities and amenities at the Trust. The Trust will also monitor the use of temporary work agencies and subject to the exceptions set out in

the Agency Workers Regulations 2010, will ensure that all agency workers have the same basic working conditions they would have been entitled to had they been recruited by the Trust directly into a comparable role.

#### 4.11 Breaches of the Policy

**Complaints:** If you believe that you may have been disadvantaged or you have witnessed discrimination because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's grievance procedure. If you believe that you may have been harassed because of a Protected Characteristic, you are encouraged to raise the matter through the Trust's Dignity at work policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure.

**False allegations:** These procedures apply during and after termination of your employment. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy which are found to have been made in bad faith will, however, be dealt with under the disciplinary procedure.

**Disciplinary action:** If, after investigation, you are proven to have engaged in any discriminatory behaviour, or otherwise acted in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The Trust will always take a strict approach to serious breaches of this policy. We will also monitor and review the treatment and outcomes of any complaints of discrimination, harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

## 5 Preventing Sexual Harassment at Work Policy

### 5.1 Introduction

The Trust is committed to providing a safe, inclusive and supportive work environment free from sexual harassment and ensuring the safety and dignity of all employees. Sexual harassment and victimising staff who report sexual harassment is unlawful and will not be tolerated. This policy outlines our commitment to preventing and addressing sexual harassment in the workplace.

Sexual harassment can have very serious consequences for individuals and the Trust including loss of morale, poor work performance, impact of wellbeing and ill health, increased turnover of staff, legal claims, and damage to our reputation.

Building on the good work already being undertaken in our Trust in relation to low level concerns, we will take reports of sexual harassment seriously and address them promptly and confidentially. Sexual harassment by an employee may be treated as gross misconduct leading to dismissal without notice pay under our Disciplinary Procedure. Acts of sexual harassment may also amount to a safeguarding concern and may also require consideration of transferable risk under Keeping Children Safe in Education (KCSIE).

Any report of sexual harassment, including those carried out by third parties, as well as staff of the Trust will be initially dealt with in accordance with this policy.

The Trust will ensure that whenever management receives a complaint of sexual harassment, or otherwise knows of possible sexual harassment occurring they will keep the investigation confidential, as far as it is reasonably possible to do so. All staff at all levels of the Trust are required to co-operate with any investigation of sexual harassment. On receipt, we will also consider whether the allegation amounts to a low-level concern or whether it meets the threshold for reporting as a safeguarding concern under KCSIE, in addition to whether transferable risk is something that needs to be considered.

### 5.2 Scope and Purpose of this Policy

This Policy covers the prevention of sexual harassment that may take place within and/or outside of the workplace in the course of employment or engagement, including but not limited to working from home, business trips, at work-related events or social functions, on social media, or an outside of work situation where the incident is relevant to a person's suitability to carry out their role.

The Worker Protection (Amendment of Equality Act 2010) Act 2023 places a responsibility on organisations to take reasonable steps to prevent sexual harassment of their employees in the workplace. Under the Health and Safety at Work Act 1974, staff are entitled to a safe place and system of work.

This Policy sets out a framework for line managers to deal with sexual harassment and it applies to:

- all staff including employees, irrespective of seniority, service, working hours, or type of contract of employment (permanent, fixed term or temporary), consultants, apprentices, volunteers, those undertaking work experience, agency workers; and
- third parties interacting with those listed below, such as parents, suppliers or visitors to the premises.

This policy does not form part of an employee's contract of employment, and it may be amended at any time. The Trust may also vary application of this procedure, including any time scales for action, as appropriate.

The Trust has overall responsibility for the effective operation of this policy but has delegated responsibility for overseeing its implementation to the CEO and other senior officers and Headteachers within the Trust. Suggestions for change should be reported to [office@dsat.org.uk](mailto:office@dsat.org.uk).

You can refer any questions about this policy to your line manager in the first instance. Alternatively you may also refer questions about the operation of this policy or any particular concerns to the following: the Business Support Administrator via [office@dsat.org.uk](mailto:office@dsat.org.uk).

### **5.3 Unwanted Conduct: What is Sexual Harassment?**

Sexual harassment is unwanted conduct of a sexual nature. It can be physical, verbal or non-verbal and it has the purpose and/or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Sexual harassment covers a range of conduct, which can include but is not limited to the following:

- unwelcome sexual advances or suggestive behaviour, which the alleged harasser may or may not perceive as harmless, including but not limited to:
  - Suggestive looks, staring, or leering.
  - Sexual propositions.
  - Requests or demands for sexual favours; or
  - Sexual gestures.
- sexual comments, stories, or jokes.
- comments on someone's appearance, with explicit sexual references or with sexual undertones and implications.
- intrusive questions about a person's private or sex life, or a person discussing their own sex life without a clear invitation to do so.
- posting and/or sharing offensive social media and/or internet content of a sexual nature.
- sending, displaying, and/or circulating sexually explicit material, including but not limited to emails, text messages, WhatsApp messages, video clips, and images sent by mobile phone or posted on the internet.
- initiating or spreading sexual rumours about a person.
- unwanted physical conduct or "horseplay" including unwelcome touching, hugging, massaging, patting, pinching, pushing, grabbing, or kissing.
- continually asking for and/or suggesting sexual activity after it has been made clear that the questions and/or suggestions are not welcome.
- wolf-whistling and catcalling; and
- treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

Anyone can experience sexual harassment, regardless of their sex and the sex of the alleged harasser. It can be carried out by men, women and people of any gender identity or sexual orientation.

The Trust will consider any aggravating factors, for example abuse of power by a senior employee over a more junior colleague, and/or previous harassing behaviour by the harasser, and intersecting forms of harassment such as racialised sexual harassment and sexual harassment targeted at LGBTQ+ people, when deciding what is the appropriate disciplinary action to take.

### **5.4 Purpose of Effect of Unwanted Conduct**

If unwanted conduct is intended to violate a person's dignity or create an offensive environment, the effect that it has on the individual is irrelevant. This is because the alleged harasser's intention alone

can establish the offence, regardless of the actual impact on the victim, this principle emphasises that the mere act alone is sufficient to be considered sexual harassment.

Conduct can have the effect of violating a person's dignity or create an offensive environment and so amount to sexual harassment regardless of whether the alleged harasser intended for this outcome.

Conduct does not need to be explicitly objected to in order to be considered unwanted.

Unwanted conduct can occur as a single instance and does not need to be repeated to constitute sexual harassment.

Conduct does not have to be specifically directed at an individual to constitute sexual harassment as it may still create an intimidating, offensive, or degrading environment for them.

Sexual conduct that was previously welcomed can become unwanted conduct amounting to sexual harassment at any time.

## 5.5 Active Prevention of Sexual Harassment

The Trust recognises that employers are required by law, to take reasonable steps to prevent sexual harassment of employees in the course of their employment. The Trust recognises that whilst there is no prescribed minimum on what an employer can do to prevent sexual harassment at work, there are reasonable steps that can help prevent sexual harassment including but not limited to:

- ensuring that the Preventing Sexual Harassment at Work Policy is in place, regularly reviewed and well communicated to all, including publishing the policy on the Trust website.
- ensuring that all policies are cross referenced and interact well with the Preventing Sexual Harassment at Work Policy.
- ensuring that proactive opportunities are provided to workers to disclose or raise issues about sexual harassment such as but not limited to, sickness or return to work meetings, 1 to 1s, performance meetings and exit interviews.
- providing training to Line Managers on how to handle a sexual harassment complaint.
- Ensure all members of staff understand how to report sexual harassment which they may have been subject to or witnessed and the process to follow if sexual harassment is disclosed to them.
- anti-sexual harassment training for all, including acceptable/non-acceptable conduct.
- Operating a workplace culture in relation to sexual harassment that makes clear it is not acceptable here.
- undertaking risk assessments in relation to sexual harassment, identifying the risks.
- including power imbalances and the control measures necessary to minimise them.
- promoting a culture of transparency where staff feel empowered and are encouraged to speak up by providing both formal and informal channels to report sexual harassment without the fear of repercussions; and
- creating opportunities for colleagues to provide support and advice to those who experience or witness sexual harassment.

The Trust will ensure that amongst its staff, reasonable steps will be taken to prevent sexual harassment and pre-emptively educate via:

- inductions and contracts of employment and engagement.
- anti-sexual harassment training for staff.
- ensuring this policy is readily available and accessible to all staff; and
- communicating the steps that will be taken in response to a report of sexual harassment and what the possible outcomes may be. For example, warning a colleague about their

behaviour, banning the employee from attending events, reporting any criminal acts to the police, or sharing information in line with our statutory duty.

We will consider at an early stage whether a report of sexual harassment amounts to a potential criminal offence and whether the Police should be informed. Sexual harassment amounting to a criminal offence may include, but is not limited to, sexual assault, indecent exposure, voyeurism, stalking, and offensive communications.

The decision to inform the Police will be the employee's, unless the Trust considers that there is a serious and immediate risk of harm to the employee or another individual, in which case it is likely that the concern will amount to a safeguarding concern under KCSIE and will need to be reported to the LADO by the Trust. The LADO will follow their own procedures in considering what other agencies, if any, to inform. A decision to inform the LADO and / or Police of a report of sexual harassment will not be taken lightly, and we will seek the employee's co-operation in advance of doing so where possible. If the LADO / Police do become involved, the Trust will liaise with the LADO / Police regarding our internal investigation into the report of sexual harassment and any subsequent disciplinary process, in order to prevent any prejudice to any criminal investigation and/or legal proceedings.

## 5.6 Third Parties

The Trust will make third parties aware of this policy and ensure that it is readily available and accessible to all.

This policy makes clear that the Trust will not tolerate sexual harassment of its staff and sets out the actions that we may take if a third party sexually harasses a staff member, including speaking with or writing to the alleged third party harasser or their superior (or both) about their behaviour, banning the alleged third party harasser from school premises (including parents and family members), banning the alleged third party harasser from working within or for the Trust, banning the third party organisation and persons employed by the third party from premises, events, meetings, or contacting employees, terminating any business relationship with the third party, reporting criminal acts to the police (please see below for further detail), or sharing the information in line with any statutory or regulatory duty.

The Trust will also undertake the following steps to minimise the risk of sexual harassment of its staff by third parties:

- putting up signs in our workplaces on our work sites setting out acceptable and unacceptable behaviour
- including a term in all contracts with third parties notifying them of the Trust's policy on sexual harassment and requiring them to adhere to it.

## 5.7 Reporting Sexual Harassment

If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager informally for confidential advice and support. If the reported concern is about your line manager, you should refer it to another senior leader or Trust officer you are comfortable reporting it to.

Anyone can disclose sexual harassment, there are various ways to do this:

- speaking with their Line Manager.
- speaking with a senior Trust officer;
- speaking with another trusted senior leader.
- speaking with mental health first aiders (if they have been appropriately trained); or
- speaking with a Governing Body (ASEC) or Board Member.

Via any of the processes listed above, the person listening to the reporter of sexual harassment may ask questions to establish the facts and document the answers.

The listener should guide the individual making the report to review this policy. This will help them understand the available options and decide on the appropriate course of action regarding the matters disclosed.

Should the individual reporting sexual harassment wish to raise a formal complaint, they should submit this in writing setting out the full details of the conduct or behaviour in question, including the name of the alleged harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it or prevent it from occurring. The written document may assist the reporter if they would like to avoid having to repeat their concerns verbally throughout the investigation process.

*If you witness sexual harassment or victimisation:*

Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it and will be supported where they do so. Depending on the circumstances, this could include:

- intervening where you feel able to do so.
- supporting the victim to report it or reporting it on their behalf.
- reporting the incident where they feel there may be a continuing risk if you do not report it.
- co-operating in any investigation into the incident; and
- all individuals reporting concerns and witnesses will be provided with appropriate support and will be protected from victimisation.

## **5.8 Informal Steps to Address Reported Concerns of Sexual Harassment**

If you are being sexually harassed and feel able and safe to do so, you may consider raising the issue initially with the person responsible. This will enable you to have the opportunity to directly explain to the person why their behaviour is unwelcome, considered to be unacceptable, how their behaviour made you feel, and that it is unwanted conduct that you want to stop.

This direct approach is not an expectation of the Trust who will ensure that support is available if you would prefer not to approach the person responsible directly but would prefer an informal approach such as an appropriate manager or other appropriate staff member advocating for you.

If informal steps have not been successful or are not possible or is not appropriate, you can raise a formal concern following the procedure detailed in section 5.9. You can also raise a formal concern if you want to report sexual harassment as a witness.

## **5.9 Raising a Formal Concern of Sexual Harassment**

If you wish to formally report a concern about sexual harassment, you should inform the Headteacher/your line manager/another senior school or Trust leader, whose role is to ensure that your concern is fully investigated, and further action taken where appropriate. If the reported concern is about that person, you should refer it to the another senior school or Trust leader, who will record your reported concern in writing for the investigation process.

Once you have formally reported your concern, it will remain confidential between you and that senior leader until you decide how you want to progress the matter and whether you want the reported concern to progress to a formal investigation.

In general, whilst it is up to you to decide how you want to progress the matter, we have a duty to prevent sexual harassment and to report matters that could amount to a safeguarding concern

under KCSIE, to protect all staff and will pursue the matter if, in all the circumstances, we consider it appropriate to do so. These circumstances may include when there is a risk to your safety or to the safety of others. If the Trust does decide to take further action despite your wishes, we will explain our decision and ensure that we have put in place appropriate safeguards to prevent you from being further harassed or victimised and arrange support to deal with any impact the decision may have on you.

### 5.10 Formal Investigations

We have a duty to conduct a fair investigation from the perspective of all parties concerned, including the reporter of the concern, any witnesses, and the alleged harasser. It is important that the alleged harasser is given full details of the reported concern made against them as it will otherwise be very difficult for them to fully respond without knowing who has accused them. In exceptional circumstances, where the reporter and/or a witness has a genuine fear of reprisals, an investigator may agree that a written report of concerns of sexual harassment and/or a witness statement can be anonymised.

We will investigate reports of sexual harassment in a timely, respectful and confidential manner. Individuals not involved in the report, or the investigation, should not be told about it. Wherever possible the investigation will be conducted by an appropriate person who is senior to the alleged harasser who has had no prior involvement in the report. An external investigator may be appointed if the circumstances require the organisation to appoint an individual from outside of the school/Trust to conduct the investigation. The investigation will be thorough, impartial, objective and carried out with sensitivity and due respect for the rights of all parties concerned.

The Trust will ensure that investigators, and any individual involved in the investigation process, wherever possible, are suitably trained in advance to understand the sensitivities of sexual harassment and are encouraged to take a trauma-based approach to the investigation and decision-making approaches.

We will arrange a meeting with you, usually within five working days of receiving your report, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

Please see below regarding the use of an initial fact-finding document for this purpose. As far as it is reasonably possible to do so, you will be kept updated about the timescales for the investigation process by the Investigating Officer. The Investigating Officer will not provide any further detail at this stage regarding the investigation. If the Investigating Officer is an external third party, then an appropriate senior leader (Headteacher, or Trust officer for example) will liaise with them to see if they can provide you with an update on the timescales for the investigation process.

Where your report is about an employee, we may need to consider whether suspension of the alleged harasser is necessary on full pay, or whether it is necessary to make other temporary changes to working arrangements pending the outcome of a suspension risk assessment, if circumstances require and there is no alternative to suspension. If the Trust decides to suspend or make temporary changes to the alleged harasser's working arrangements whilst an investigation process is ongoing this does not constitute disciplinary action against them. Any suspension or temporary changes to working arrangements will be frequently reviewed to consider whether it is necessary and/or proportionate in the circumstances.

The investigator will meet with the alleged harasser who may also be accompanied by a colleague or trade union representative of their choice to hear their account of events. They have a right to be told the details of the reported concerns about them, so that they can respond.

You, the alleged harasser, and any witnesses to any of the incidents and behaviours in the reported concern, will be instructed not to discuss the matter with anyone else unless you or they have been authorised to do so. Confidentiality during the investigation is very important and any breach of confidentiality may lead to disciplinary action.

Where your report is about someone other than an employee, such as a third party e.g., a contractor, parent, visitor, agency staff we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the Trust and the rights of that person. Where appropriate, we will discuss the matter with the third party.

We will also consider any request that you may make for temporary changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties, location of work or working hours.

At the end of the investigation, the investigator will submit a report to the Headteacher or other senior Trust leader, who is nominated to consider the outcome of the investigation and to consider further action required as appropriate.

They will arrange a meeting with you, usually within one week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting.

#### **5.11 Action Following the Investigation**

If the Headteacher or a senior Trust leader, considers that sexual harassment occurred, prompt action will be taken in response. Further consideration will be given at this point in relation to whether the conduct either amounts to or continues to amount to a reportable safeguarding concern under KCSIE, in addition to any transferable risks that may require consideration under KCSIE.

Where the alleged harasser is an employee, the matter may be dealt with as a case of potential misconduct or gross misconduct under our Disciplinary Procedure.

Where the alleged harasser resigns part way through an investigation or following the investigation, the Trust will consider whether it is appropriate or not in the circumstances to proceed to a disciplinary hearing in the alleged harasser's absence. If the concerns have been assessed as amounting to a reportable safeguarding concern under KCSIE the process will be seen through to completion in order to come to one of the 5 outcomes under KCSIE. In any event, the Headteacher or senior Trust leader, will arrange a meeting with the person who has reported the concerns to provide an update and to discuss next steps.

Where the alleged harasser is a third party, appropriate action might be speaking or writing to the person and/or their superior/employer about their conduct; or, in appropriate cases, banning the person from the premises or terminating our contract with them/their employer.

Whether or not your report of sexual harassment is upheld, and where the alleged harasser has not been dismissed because of the reported concern, we will consider how best to manage any ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of facilitated conversation, mediation and/or counselling or to change the duties, working location or reporting lines of one or both parties by agreement.

You will not be disciplined or treated detrimentally merely because you have reported a concern of sexual harassment or if your reported concern was not upheld. If there is evidence that shows or indicates that a staff member has deliberately provided false information or has acted dishonestly as part of an investigation, they may be subject to action under our Disciplinary Procedure which could result in dismissal.

## 5.12 Appeals

If the person reporting the concern is not satisfied with the outcome of an investigation they may appeal in writing to the Headteacher, the Chair of the ASEC, or the CEO, stating their full grounds of appeal, within 5 working days of the date on which the decision was sent or given to you.

We will endeavour to hold an appeal meeting, normally within 10 working days of receiving your written appeal. The appeal hearing will be conducted by a more senior manager/a Committee of the ASEC/a Committee of the Board of Trustees or other external people, not previously involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the appeal meeting.

The appeal hearing will not be a re-hearing of all the evidence reviewed during the investigation. It will be a review of the decision-making process that led to the outcome of the investigation.

We will confirm our decision on your appeal in writing, usually within 5 working days of the appeal hearing. This is the end of the internal procedure and there is no further right of appeal.

## 5.13 Protection and Support for Those Involved

A staff member who reports a concern of sexual harassment or who participates in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result of reporting a concern. Anyone found to have retaliated against or victimised someone in this way may be subject to a disciplinary process, subject to the provisions set out above.

Victimisation is subjecting a person to a detriment because they have:

- complained (whether formally or otherwise) that someone has sexually harassed them or someone else such as another staff member or third party connected to the employer; or
- supported someone to make a report of sexual harassment; or
- given evidence in relation to a reported concern of sexual harassment; or
- brought legal proceedings for sexual harassment under the Equality Act; or
- given evidence or information in connection with legal proceedings for sexual harassment under the Equality Act

Victimising a person may include, but is not limited to:

- unreasonably denying their requests at work, for example annual leave requests.
- unreasonably denying them opportunities at work, for example promotions.
- bullying behaviour such as intimidation, mockery, being rude and/or dismissive.
- socially isolating them so they do not have the confidence to raise a grievance; or
- unfairly dismissing them.

If you believe you have suffered any such treatment you should inform your line manager/ the Headteacher. If the matter is not remedied to your satisfaction, you can raise it formally using the channel outlined within this Policy or via the Grievance Procedure if you wish.

Anyone found to have retaliated against or victimised someone for making a report of sexual harassment or assisting with an investigation under this policy may be subject to our Disciplinary Procedure.

If a report is made about your behaviour or conduct, it is important not to automatically dismiss it on the grounds that you were merely joking or that the reporter is being overly sensitive. Recognise that individuals have diverse perceptions of acceptable conduct, and it is the right of every individual

to define what is acceptable to them. It is important to respect these boundaries and to contribute to maintaining a work environment that is free from any form of sexual harassment. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation, an apology and an assurance that as you understand the conduct and/or behaviour was unwanted you will be careful in future not to behave in a way that may cause offence.

We offer access to confidential counselling, which is available on request for anyone affected by, or accused of, sexual harassment. The details are available in confidence from our school offices, the main Trust office and on our website.

Support and guidance can also be obtained from the following external services:

- The Equality Advisory and Support Service ([www.equalityadvisoryservice.com](http://www.equalityadvisoryservice.com))
- Protect ([www.protect-advice.org.uk](http://www.protect-advice.org.uk))
- Victim support ([www.victimsupport.org.uk](http://www.victimsupport.org.uk))
- Rape crisis ([www.rapecrisis.org.uk](http://www.rapecrisis.org.uk))
- Rights of Women (England and Wales) ([www.rightsofwomen.org.uk](http://www.rightsofwomen.org.uk))
- ACAS ([www.acas.org.uk](http://www.acas.org.uk))
- Equality and Human Rights Commission ([www.equalityhumanrights.com](http://www.equalityhumanrights.com))
- [Education Support helpline - free and confidential emotional support for teachers and education staff - www.educationsupport.org.uk](http://www.educationsupport.org.uk)

#### 5.14 Training

All new staff will receive equity, diversity and inclusion training as part of their induction programme.

Every current employee and worker must attend regular equity, diversity and inclusion training.

We expect all our staff to proactively support our equity, diversity and inclusion initiatives by attending events and workshops as required to educate themselves on the challenges faced by others and how to help prevent and alleviate these issues in the workplace.

#### 5.15 Confidentiality and Data Protection

Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a report or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

As part of the application of this policy, the Trust may collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of Data Protection Legislation (being the UK General Data Protection Regulation and the Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time. Records will be kept on the employee's personal file in accordance with our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation. This will include information about a complaint along with a record of the outcome and of any notes or other documents compiled during the process.

A breach of confidentiality may give rise to disciplinary action under our Disciplinary Policy and Procedure.

## 6 Staff Wellness Policy

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

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

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

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

### 6.1 Responsibilities

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

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

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

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

### 6.2 Leaders / Line Managers

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

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

- have an understanding of mental health issues and potential causes of this.
- make a commitment to improve mental health at work.
- champion awareness of mental health issues and fight any stigma attached to this.
- identify ways to improve workplace wellness.
- tackle the causes of mental ill health where possible; and
- ensure staff have resources and support, and know where to access support to help them fulfil their responsibilities.

Examples of how this can be achieved are as follows:

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

### 6.3 Early Intervention

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

### 6.4 Human Resources Support

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

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

### 6.5 Occupational Health Support

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

Occupational health professionals will play a critical part in developing rehabilitation plans for employees returning to work after absences related to mental ill health, and work with GPs and line managers on designing work plans and environments that ensure successful rehabilitation. Advice will

also be taken from our occupational health professionals regarding design and implementation of any suitable health promotion and lifestyle management programmes, including initiatives on managing pressure and ongoing health conditions at work.

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

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

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

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

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

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

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

- Regular surveys with following actions, led by school and Trust leaders as appropriate.
- Strengthening the work of the Wellness Group and their link to in-school wellness champions.
- Development of a one-stop shop webpage on the Trust's website.
- Access to discount schemes.
- Subsidised gym/sports facilities.
- Access to counselling and other wellness advice services.
- A comprehensive wellness package available through our absence insurance provider.
- Access to financial planning and retirement planning advice; and
- Menopause support and a detailed menopause policy.

## 6.6 Employees

Staff will be supported in taking responsibility for managing their own wellness, by encouraging good health behaviours and informing the Trust if they believe work or the work environment poses a risk to their health. Any health-related information disclosed by an employee during discussions with leaders or the advisors is treated in confidence. However, it needs to be recognised that, in supporting employees, some degree of information sharing is likely to be necessary. As part of the application of

this policy, the Trust may collect, process and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of the **Data Protection Legislation** (being (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998). Records will be kept in accordance with our Staff Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation.

## 6.7 Health Promotion Initiatives

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

The programmes may cover:

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

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

## 6.8 Training and Communications

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

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

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

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

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

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

### **6.9 Relationship with Other Policies**

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

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

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

## 7 Dignity at Work Policy

### 7.1 Introduction

**Purpose:** The Trust takes a firm stance against bullying between pupils, and it is important that all staff lead by example with their own behaviour.

**Breach:** Breach of this policy will be dealt with under our disciplinary and dismissal procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal. Anyone who is a victim of, or witness to, harassment or bullying is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Harassment and bullying can result in legal liability for both the organisation and the perpetrator, whether they work for us, or are a third-party outside of our control. Please note that we have a separate Preventing Sexual Harassment at Work Policy which should be used if you wish to disclose or report incidences of sexual harassment. This policy does not form part of any employee's contract of employment and may be amended at any time.

### 7.2 Legal Framework and Personnel

The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, gender definition, intersex and non-binary, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics). The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress. Further, the Worker Protection (Amendment of Equality Act 2010) Act 2023 places a legal and increased responsibility on organisations to take 'reasonable steps' to prevent sexual harassment in the workplace. Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.

**The Trust's commitment:** The Trust has a responsibility to ensure that you are not harassed, victimised, bullied or discriminated against in the course of your work on the grounds of your sex (see separate preventing sexual harassment policy), sexual orientation, marital or civil partnership status, gender reassignment, race, religion or beliefs, pregnancy and maternity, disability or age. The Trust is also committed to ensuring a working environment free from harassment. In some situations, we may also be responsible for the actions of our employees towards each other and towards third parties. In certain circumstances harassment can amount to unlawful discrimination. This policy serves to demonstrate our commitment to identifying and wherever possible eliminating such unlawful behaviour.

**Overall responsibility:** The Trustees have overall responsibility for this policy but have delegated day-to-day responsibility for overseeing and implementing action required under it to the respective Headteachers.

**Line managers:** Those with line management duties have a specific responsibility to operate within the boundaries of this policy and to facilitate its operation by ensuring that staff understand the standards of behaviour expected of them and by identifying and acting upon behaviour that falls below these standards.

**Employee's responsibility:** All employees are responsible for treating their colleagues with dignity, and for the success of this policy should ensure that they take the time to read and understand it. Employees should disclose any instances of harassment or bullying of which they become aware to their Headteacher. Questions about this policy should be directed to the HR Team.

### 7.3 What is Harassment and Bullying?

Harassment is any unwanted physical, verbal, or non-verbal conduct which has the purpose or effect of:

- Violating a person's dignity; or
- Creating an intimidating, hostile, degrading, humiliating, or offensive environment for them.

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

- a person engages in unwanted physical, verbal or non-verbal conduct which has the purpose or effect of, violating an employee's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past. Such conduct is commonly related to sex, sexual orientation, marriage and civil partnership status, gender reassignment, race, religion or belief, pregnancy and maternity, disability or age (**Protected Characteristic**), to the employee's perceived Protected Characteristic or to the Protected Characteristic of someone associated with the employee.
- a person engages in sexual conduct which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee (see separate preventing sexual harassment policy); and
- a person engages in conduct of a sexual nature or that relates to gender reassignment or sex which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee and because of the employee's rejection of or submission to that person's conduct, the person treats the employee less favourably than they would have treated the employee if the employee had not rejected or submitted to the conduct (see separate preventing sexual harassment policy).

The law protects employees, workers, contractors, self-employed staff, apprentices, those undertaking vocational training, volunteers, former workers and job applicants from sexual harassment and Trust has a duty to take reasonable steps to prevent sexual harassment of its staff at work.

Examples of sexual harassment include, but are not limited to:

- flirting, gesturing, making sexual remarks about someone's appearance in any means of communication.
- asking question about someone's sex life.
- telling sexually offensive jokes/pranks and or sharing pornographic or sexual images.
- unwanted touching, kissing or assault; and
- to report an incident of sexual harassment or to raise a concern speak to a line manager or another senior school or Trust leader, and please refer to the Preventing Sexual Harassment at Work Policy for details of how the Trust responds to a report of sexual harassment.

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

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

- continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome.
- offensive or intimidating comments by colleagues or third parties.
- the display of pictures, objects or written materials that may be considered pornographic or offensive to particular ethnic or religious groups.
- conduct by colleagues or third parties that denigrates or ridicules an employee because of his or her sex, race, sexual orientation, disability, religion or age including abuse or insults about appearance or dress.
- insensitive jokes or pranks; and
- shunning an employee, for example, by deliberately excluding him or her from conversation.
- Shouting at, being sarcastic towards, ridiculing or demeaning others.
- Physical or psychological threats.
- Overbearing and intimidating levels of supervision.
- Inappropriate and/or derogatory remarks about someone's performance.
- Abuse of authority, power, or status by those in positions of seniority.

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

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

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

**Harassment by third parties:** This policy applies to acts of harassment which occur in the course of your employment even if carried out by individuals who are not employees of the Trust. You should not be subjected to harassment by third parties. You should immediately report any instances of harassment by third parties to your Headteacher or the Chief Executive Officer if not employed in an Academy.

Third-party harassment occurs where a person is harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation from any third party including but not limited to parents, contractors and suppliers visiting the employer's premises, or where a person is visiting any third party premises or other location in the course of their employment.

Third-party harassment can result in legal liability and will not be tolerated. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.

Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

We will take active steps to prevent third-party harassment of staff. Action may include warning notices or messages.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, terminating contracts with suppliers and sharing information with other schools.

#### 7.4 What to do If You Witness Harassment or Bullying

Staff who witness harassment or bullying are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

- intervening where you feel able to do so.
- supporting the victim to report it or reporting it on their behalf.
- reporting the incident to a manager where you feel there may be a continuing risk if you do not report it; and
- cooperating in any investigation into the incident.

All witnesses will be provided with appropriate support and will be protected from victimisation.

#### 7.5 What to do If You Have Been Bullied or Harassed: Informal Procedure

**Stage one:** If you consider that you are being bullied or harassed, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that the behaviour in question is not welcome and that it offends you or makes you uncomfortable.

**Stage two:** If stage one is too difficult or embarrassing for you to do on your own, you should seek support from your line manager. Your line manager will provide confidential advice and assistance to employees who have been bullied or harassed and will assist in the resolution of any problems, whether through formal or informal means. If the person concerned is your line manager, you should ask the person at the next level of management to speak to him or her.

**Stage three:** If the conduct continues or if it is not appropriate to resolve it informally, you should keep a record of any relevant incidents and follow the formal procedure set out below.

**Guidance:** If you are in any doubt as to whether an incident or series of incidents which have occurred constitute bullying or harassment, then in the first instance you should approach your line manager confidentially, on an informal basis. They will be able to advise you as to how the matter should be dealt with.

#### 7.6 What to do If You Have Been Bullied or Harassed: Formal Procedure

**Formal procedure:** The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases, or where the informal procedure has been unsuccessful, you should raise your complaint in writing with your Headteacher or Line Manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns the Headteacher or Line Manager, you should refer it to the Chief Executive Officer. If the matter concerns the Chief Executive Officer, you should refer it to one of the Trustees.

**Pursuing a complaint:** As a general principle, the decision to progress a complaint rests with you. However, as your employer we have a duty to protect all employees and we may pursue a complaint independently if we consider it is appropriate to do so in the circumstances.

**Necessary details:** If you wish to make a formal complaint, you should set out full details of the unwanted conduct in writing. These details should include the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying

occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

## 7.7 Formal Procedure: Investigation

**Conduct of investigation:** Complaints will be managed in a timely and confidential manner via an independent investigation to establish the details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. At the outset, either the Headteacher or Line Manager will investigate the complaint or will approach an individual with no prior involvement in the complaint to carry out an investigation. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

**Arrangements during the investigation:** Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, suspended on full pay or whether reporting lines should be altered pending the outcome of the investigation. The alleged harasser or bully will be notified of the allegation prior to the investigation, where appropriate, and be kept informed of decisions as they are made.

**Meeting:** As part of the investigation, the person investigating the complaint will meet with you to hear your account of the events leading to your complaint. You may be accompanied by a colleague or a trade union official of your choice. The person investigating will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of his / her choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

**Conclusion:** At the conclusion of the investigation, the person investigating will prepare a report. You and the alleged harasser will be provided with a copy of the report together with any findings. You will be informed of your rights of appeal.

**Action following the investigation:** If the Headteacher considers that harassment or bullying has occurred, prompt action will be taken to address it. Where the harasser or bully is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our disciplinary procedure. Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour, speaking or writing to the person and/or their superior about their behaviour, or, in very serious cases, banning them from the premises or terminating a contract with them.

Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling or to change the duties, working location, or reporting lines of one or both parties. Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our disciplinary procedure.

## 7.8 Formal Procedure: Appeal

**Appeal procedure:** If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within five working days of being notified of the outcome. If you need more time to appeal, you should notify your Headteacher or Line Manager within the five day period. You should submit your full written grounds of appeal to your Headteacher or Line Manager. Arrangements will then be made for your appeal to be heard by the Chief Executive Officer or a panel of one or more Governors or Trustees at an appeal meeting. You may be accompanied by a colleague or a trade union

official of your choice. You will be notified of the outcome of the appeal within seven days of this meeting. This is the final stage of the formal procedure. There is no further right of appeal.

## 7.9 General

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

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

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

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

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

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

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

## 7.10 Training

All new starters must attend equality, diversity and inclusion training as part of their induction programme.

Every current employee must attend on-going equality, diversity and inclusion training.

We expect all our people to proactively support our equality, diversity and inclusion initiatives by attending events and workshops organised by the Trust to educate themselves on the challenges faced by others and how to help alleviate these in the workplace.

**Confidentiality:** Reporting outcomes, confidentiality, record keeping and data protection. Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint, and the person accused must only be disclosed on a 'need to know' basis. Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

Where appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

Information about a complaint by, or about a staff member may be placed on their personal file, along with a record of the outcome, and of any notes or other documents compiled during the process. These will be processed in accordance with our data protection policy.

As part of the application of this policy, the Trust may collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and the Data Protection Act 2018), and any implementing laws, regulations, and secondary legislation, as amended or updated from time to time. Records will be kept on the employee's personal file in accordance with our staff privacy notice, our retention and destruction policy and in line with the requirements of data protection legislation. This will include information about the complaint, along with a record of the outcome, and of any notes or other documents compiled during the process.

Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

**Training:** All new starters must attend equity, diversity, and inclusion training as part of their induction programme.

Every current employee must attend regular equity, diversity, and inclusion training on at least an annual basis.

We expect all our people to proactively support our equity, diversity, and inclusion initiatives by attending events and workshops organised by the [school/academy/trust] to educate themselves on the challenges faced by others and how to help alleviate these in the workplace.

#### **7.11 Procedure Following Termination of Employment**

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

## 8 Recruitment and Selection policy for employees and volunteers.

### 8.1 Introduction

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

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

- to ensure that the best possible staff are recruited on the basis of their merits, abilities and suitability for the position.
- to ensure that all job applicants are considered equally and consistently.
- to ensure that no job applicant is treated unfairly on any grounds including race, colour, nationality, ethnic or national origin, religion or religious belief, sex or sexual orientation, marital or civil partner status, disability or age.
- to ensure compliance with all relevant legislation, recommendations and guidance including the statutory guidance published by the Department for Education (**DfE**), *Keeping children safe in education* (Sept 2024) (**KCSIE**), the Prevent Duty Guidance for England and Wales 2015 (the **Prevent Duty Guidance**) and any guidance or code of practice published by the Disclosure and Barring Service (**DBS**) or DfE ; and
- to ensure that the Trust meets its commitment to safeguarding and promoting the welfare of children and young people by carrying out all necessary pre-employment checks.

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

### 8.2 Safer Recruitment

All recruitment must be in line with this policy to ensure that we identify, deter and prevent people who pose a risk of harm from working with our pupils.

The recruitment of all applicants and volunteers to our Trust must, without exception, follow the processes of safer recruitment. All offers of employment will be subject to us being satisfied that the applicant or volunteer is a suitable person to work with children and young people.

Any person involved in recruiting to our Trust must read the “Keeping children safe in education” (2025) guidance (or updated statutory guidance) produced by the DfE and our Trust’s child protection policy. These can be obtained from [Diocese of Salisbury Academy Trust - Safeguarding](#)

All recruitment must be planned to ensure that there is adequate time available to recruit safely.

Any person who becomes aware that this policy is not being followed during recruitment must inform the Headteacher/Designated Safeguarding Lead immediately.

All of the checks described below must be carried out and have been determined as satisfactory before an applicant can start their employment in the Trust.

### 8.3 Advertising

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

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

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

All advertisements will also include the following statement if the post is exempt from the Rehabilitation of Offenders Act 1974 and the amendments to the Exceptions Order 1975, 2013, 2020 & 2023:

'This post is exempt from the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013, 2020 & 2023). This means that certain convictions and cautions are considered 'protected' and do not need to be disclosed to employers, and if they are disclosed, employers cannot take them into account. Guidance about whether a conviction or caution should be disclosed can be found on the Ministry of Justice website:

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

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

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

**Job description:** A job description will be required for all posts, which describes the duties and responsibilities of the post. It must be up-to-date, accurate, and specific to the role. The job description must also include a person specification, which outlines all of the necessary skills, abilities, experience, attitude, behaviours, qualifications, and knowledge requirements for the post.

All job descriptions and person specifications must refer to the responsibility for safeguarding and promoting the welfare of children.

#### 8.4 Recruitment and Selection Procedure

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

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

The School/Trust may conduct searches, either themselves or through a third party, of the online presence and publicly available social media content of shortlisted candidates to identify any

comment, image or other content that could cause reputational damage to the trust and/or give rise to a safeguarding concern.

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

Applicants will be shortlisted against the requirements of the person specification. The same people should carry out the shortlisting and the interviews and should be at least two people. The outcome of the shortlisting process will be recorded and retained.

The equal opportunities monitoring form will not be considered by the shortlisting panel.

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

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

## 8.5 Applicants Invited for Interview

Once the shortlisting panel have determined applicants who will be invited to interview, the following checks must take place:

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

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

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

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

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

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

Shortlisted candidates will be required to complete a self-declaration of their criminal record or information that would make them unsuitable to work with children. Applicants will only be asked to disclose and discuss criminal convictions and/or cautions which are not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013, 2020 and 2023) that may deem them unsuitable. Where this is provided electronically, the shortlisted candidate will be asked to physically sign a hard copy at the point of the interview.

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

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

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

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

Before the interview commences the interview panel should have:

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

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

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

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

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

## 8.6 Other Selection Methods

- In addition to a face-to-face interview with the interview panel a variety of other selection methods may be used, such as:
- Observation of teaching practice in our Trust or in the applicant's current school or academy.
- One or more additional panel interviews (for example, a panel made up of pupils from our Trust.
- A presentation.
- In tray exercises; and
- Psychometric testing.

Those responsible for deciding the arrangements for recruitment to a specific post will determine the selection method(s). They will be relevant and appropriate to the role and will be based on the requirements for the particular post as set out in the job description and person specification.

Candidates will be informed in advance if any selection methods are to be used in addition to a face-to-face interview and what these are.

## 8.7 Offer of Employment and pre-employment checks

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

- the agreement of a mutually acceptable start date and the signing of a contract incorporating the Trust's standard terms and conditions of employment;
- verification of the applicant's identity (where that has not previously been verified), preferably from current photographic ID and proof of address. It is important to be sure that the person is who they claim to be, this includes being aware of the potential for individuals changing their name. Best practice is checking the name on their birth certificate, where this is available.
- the receipt of two references (one of which must be from the applicant's most recent employer) which the Trust considers to be satisfactory.
- for teaching positions, confirmation from the Teacher Regulation Agency that the applicant is not subject to a prohibition order.

- where the position amounts to "regulated activity" (see section below) the receipt of an enhanced disclosure from the DBS which the Trust considers to be satisfactory.
- where the position amounts to "regulated activity" (see section below) confirmation that the applicant is not named on the Children's Barred List\*.
- confirmation that the applicant is not subject to a direction under section 142 of the Education Act 2002 which prohibits, disqualifies or restricts them from providing education at a school, taking part in the management of an independent school or academy or working in a position which involves regular contact with children.
- For management positions (Applicable to governors/trustees, headteachers, members of the senior leadership team and departmental heads only), verification that they are not subject to a 128 direction by using the DfE's 'Check a teachers' record'.
- confirmation that the applicant is not disqualified from working in connection with early or later years provision (if applicable, see below).
- verification of the applicant's medical fitness for the role (see section 8.8 below).
- verification of the applicant's right to work in the UK.
- any further checks which are necessary as a result of the applicant having lived or worked outside of the UK; and
- verification of professional qualifications which the Trust deems a requirement for the post, or which the applicant otherwise cites in support of their application (where they have not been previously verified).
- Verification of professional status where applicable. For teachers, this will include checking that the individual has the required teaching qualification and has successfully completed any statutory induction, if required, through the DfE's 'Check a teachers' record'.
- Satisfactory online searches
- For teachers and other employees who hold QTS who are working in non-teaching roles, verification that they are not subject to a prohibition order by using the DfE's 'Check a teachers' record'.
- For teachers, satisfactory checks to determine any restrictions/sanctions that have been imposed in other EEA member states, through the provision of a letter of professional standing from the professional regulating authority in the country that they qualified. [\[1\]](#)
- A clear children's barred list check (except supervised volunteers) if working in regulated activity.
- Verification of right to work in the United Kingdom.
- Any further checks where the applicant has lived or worked outside of the UK, including receipt of criminal record information from overseas.
- Confirmation that the applicant is not disqualified from providing childcare.

All checks must be confirmed in writing, retained on the personnel file and recorded in the single central record (SCR).

[\[1\]](#) EEA regulator restrictions do not prevent an individual from taking up teaching positions in England, however, employers should consider the circumstances leading to the restriction when assessing a candidate's suitability to be employed.

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

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

## **8.8 Medical Fitness**

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

It is the Trust's practice that all applicants to whom an offer of employment is made must complete a Health Questionnaire. The Trust will arrange for the information contained in the Health Questionnaire to be reviewed by the Trust's medical advisor, where this is deemed necessary. This information will be reviewed against the Job Description and the Person Specification for the particular role, together with details of any other physical or mental requirements of the role i.e. proposed timetable, extra-curricular activities, layout of the relevant Academy etc. If the Trust's medical advisor has any doubts about an applicant's fitness the Trust will consider reasonable adjustments in consultation with the applicant. The Trust may also seek a further medical opinion from a specialist or request that the applicant undertakes a full medical assessment.

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

## **8.9 Level of Language Proficiency**

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

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

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

## **8.10 Pre-employment Checks**

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

## **8.11 Verification of Identity and Address**

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

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

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

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

### **8.12 References**

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

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

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

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

### **8.13 Criminal Records Check**

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

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

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

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

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

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

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

#### **For those aged under 18 at the time of an offence**

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

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

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

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

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

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

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

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

The Trust applies for an enhanced disclosure from the DBS and a check of the Children's Barred List (now known as an Enhanced Check for Regulated Activity) in respect of all positions at the Trust which amount to "regulated activity" as defined in the Safeguarding Vulnerable Groups Act 2006 (as amended). The purpose of carrying out an Enhanced Check for Regulated Activity is to identify whether an applicant is barred from working with children by inclusion on the Children's Barred List

and to obtain other relevant suitability information. Any position undertaken at, or on behalf of the Academy will amount to "regulated activity" if it is carried out:

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

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

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

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

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

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

#### 8.14 Childcare Disqualification Requirements

The Childcare Act 2006 (**Act**) and the Childcare (Disqualification) Regulations 2009 (**Regulations**) state that it is an offence for the Trust to employ anyone in connection with our early years provision (**EYP**) or later years provision (**LYP**) who is disqualified, or for a disqualified person to be directly involved in the management of EYP or LYP.

- EYP includes usual school activities and any other supervised activity for a child up to 1 September after the child's 5th birthday, which takes place on the Academy premises during or outside of the normal school day; and
- LYP includes provision for children not in EYP and under the age of 8 which takes place on Academy premises outside of the normal school day, including, for example breakfast clubs, after school clubs and holiday clubs. It does not include extended school hours for co-curricular activities such as sports activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **8.15 Contractors and Agency Staff**

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

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

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

#### **8.16 Volunteers**

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

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

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

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

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

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

### 8.17 Visiting Speakers and the Prevent Duty

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

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

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

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

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

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

### 8.18 Policy on Recruitment of Ex-offenders

**Background:** The Trust will not unfairly discriminate against any applicant for employment on the basis of conviction or other details disclosed. The Trust makes appointment decisions on the basis of merit and ability. If an applicant has a criminal record this will not automatically bar them from employment with the Trust. Each case will be decided on its merits in accordance with the objective assessment criteria set out in paragraph 8.19 below.

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

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

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

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

### **8.19 Assessment Criteria**

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

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

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

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

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

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

### **8.20 Assessment Procedure**

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

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

### **8.21 Retention and Security of Disclosure Information**

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

In particular, the Trust will:

- store disclosure information and other confidential documents issued by the DBS in locked, non-portable storage containers, access to which will be restricted to members of the Academy's senior leadership team.
- not retain disclosure information or any associated correspondence for longer than is necessary, and for a maximum of six months. The Trust will keep a record of the date of a

disclosure, the name of the subject, the type of disclosure, the position in question, the unique number issued by the DBS and the recruitment decision taken.

- ensure that any disclosure information is destroyed by suitably secure means such as shredding; and
- prohibit the photocopying or scanning of any disclosure information without the express permission of the individual to whom the disclosure relates.

## 8.22 Retention of Records

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

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

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

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

## 8.23 Referrals to the DBS and Teacher Regulation Agency (TRA)

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

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

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

## 8.24 Disclosure and Barring Service DBS checks – new employees and volunteers

The Trust will carry out a risk assessment to determine if a DBS check is required for each volunteer in accordance with Annex E of Keeping Children Safe in Education 2024. If a volunteer is assessed as requiring a DBS check, the following DBS checks will be undertaken for new appointments, before the employee or volunteer starts work:

Who?	Definition	Type of check
Employees who will be engaging in regulated activity.	As an educational institution which is exclusively or mainly for the provision of full-time education to children, The Trust is an establishment specified in the relevant	An enhanced DBS check with children's barred list check will be obtained.

Who?	Definition	Type of check
	<p>legislation. Activity carried out in this establishment will therefore be regulated activity relating to children if it meets the definition in the relevant legislation, including that it is carried out:</p> <p>Frequently by the same person (for example once a week or more); or</p> <p>On more than three days in any period of 30 days.</p> <p>Note – personal care of a child because of age, illness or disability including physical help with eating, toileting, washing, bathing or dressing is always regulated activity regardless of how frequently it is carried out.</p>	
Unsupervised volunteers	As above	<p>An enhanced DBS check with children’s barred list check will be obtained.</p> <p>Those applying for chair of trustee posts (after 01.04.17) must also have their identity verified for a stipulated professional as part of their DBS check as per the below link:</p> <p><a href="https://www.gov.uk/government/publications/identity-verification-for-new-chairs-of-trustees">https://www.gov.uk/government/publications/identity-verification-for-new-chairs-of-trustees.</a></p>
Supervised volunteers	<p>Where an individual is a volunteer (e.g. carrying out activity that is unpaid) they will not be engaging in regulated activity if:</p> <p>They are being supervised by someone that is in regulated activity; and</p> <p>The supervision is regular and day to day (e.g., it is ongoing); and</p> <p>The supervision is reasonable in all the circumstances to ensure the protection of children (this may take into account for example, the age (including the variation in ages), number and vulnerability of children the</p>	We are unable by law to obtain a barred list check on a supervised volunteer. We will however obtain an enhanced DBS check (with no barred list check) for supervised volunteers.

Who?	Definition	Type of check
	individual is working with, the nature of the work and opportunity for contact with children, whether other individuals are helping to look after them and how many workers a supervisor is supervising).	

In exceptional circumstances, a new employee or unsupervised volunteer may be able to start before the enhanced DBS certificate has been received, but not before the children’s barred list check has been completed. The Trust must ensure that appropriate supervision is in place until the DBS certificate has been received.

DBS certificates will only be issued to the applicant. All applicants must produce the disclosure when requested to do so. The DBS certificate will be cross-referenced with the applicant’s signed self-declaration and the interview notes to ensure the information disclosed has been assessed correctly. The disclosure will be scrutinised to ensure it is authentic and to detect any fraud. The DBS disclosure number and date of the check must be recorded in the single central record (SCR). We are not required to take a copy of an applicant’s DBS certificate; however, we may choose to do so for decision-making purposes. Any copy will be held for no longer than necessary, up to a period of six months, and be processed in line with data protection legislation.

Any applicant who refuses to produce their DBS disclosure will not be able to start work at the Trust and the conditional offer will be withdrawn as satisfactory checks are not in place. Any volunteer who refuses to produce their disclosure will not be able to volunteer in the Trust.

Applicants (free for volunteers) can have their DBS certificate kept up-to-date and take it with them from role to role where the same type and level of check is required by subscribing to the DBS update service. Applicants or volunteers should be asked if they have subscribed to this service. The cost of this service is £13 per year. The expectation is that individuals personally fund this if required. Where the applicant or volunteer has subscribed, they should provide the Trust with the original disclosure document to be verified, and the Trust will check the online update for any changes.

Applicants will only be asked to declare convictions and cautions that are not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013, 2020 and 2023).

Information relating to an individual’s criminal record will only be shared with the relevant people to enable the Trust to make a decision about their suitability to work with children and young people.

**Disclosure and Barring Service (DBS) checks - existing employees and volunteers:** An enhanced DBS check and a children’s barred list check will be carried out for all existing staff and unsupervised volunteers (subject to risk assessment) where their unsupervised contact with children or young people has increased from that at their time of appointment.

An enhanced DBS and children’s barred list check may be carried out on any employee or unsupervised volunteer (subject to risk assessment) where the Trust has concerns about an individual’s suitability to work with children and young people. An enhanced DBS (no barred list check) may be carried out on any supervised volunteer (subject to risk assessment) where the Trust has concerns about their suitability to work with children and young people.

DBS certificates will only be issued to the applicant. The Trust expects all applicants to produce the disclosure when requested to do so. Any existing employee who does not produce their DBS disclosure will be managed through the disciplinary procedure.

All existing employees are required to inform us immediately if they are the subject of a police investigation or receive any conviction or caution which is not protected under the amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (2013, 2020 and 2023) or any occurrence that may disqualify them from providing childcare under the Childcare (Disqualification) Regulations 2009. Failure to immediately report such information will result in disciplinary action, up to and including dismissal. The Trust may require all employees to sign a declaration on an annual basis that there has been no change in their criminal record. Action may be taken as a result of any change or any failure to inform Trust of any change.

**Agency staff:** In the case of agency staff, the Trust must ensure that the arrangement with the agency imposes an obligation on the agency to carry out all recruitment checks as set out in section 11, including DBS and children's barred list checks, that the Trust would otherwise complete for its staff. The Trust must obtain written confirmation from the agency that these checks have been carried out and are satisfactory. This must be recorded in the single central record (SCR).

The agency must provide a copy of the DBS certificate to the academy before the agency worker arrives.

Upon the engagement of an agency worker, the agency must be supplied with a copy of the Trusts managing allegations procedure unless they have previously been provided with the most recent version of this procedure.

## 8.25 Queries

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

## 8.26 List of Valid Identity Documents

### Group 1: primary identity documents

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

### Group 2a: trusted government documents

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

### Group 2b: Financial and social history documents

- mortgage statement (UK or EEA)\*\*
- bank / building society statement (UK and Channel Islands or EEA)\*
- bank / building society account opening confirmation letter (UK)\*
- credit card statement (UK or EEA)\*
- financial statement - e.g. pension, endowment, ISA (UK)\*\*
- P45 / P60 statement \*\*(UK and Channel Islands)
- council tax statement (UK and Channel Islands)\*\*
- work permit / visa (UK; valid up to expiry date)
- letter of sponsorship from future employment provider (non UK / non EEA only; valid only for applicants residing outside the UK at the time of application; must be valid at time of application)
- utility bill (UK; not mobile telephone bill)\*
- benefit statement - e.g. child benefit, pension (UK)\*
- a document from central or local government/ government agency / local authority giving an entitlement - e.g. from the Department for Work and Pensions, the Employment Service , HM Revenue & Customs, Job Centre, Job Centre Plus, Social Security (UK and Channel Islands) \*
- EU national ID card (must be valid at time of application)
- cards carrying the PASS accreditation logo (UK and Channel Islands; must be valid at time of applications)
- letter from Head or College Principal (for 16-19 year olds in full time education. This is only used in exceptional circumstances if other documents cannot be provided; must be valid at time of application).

### Note

\* - it should be less than three months old

\*\* - it should be less than 12 months old

## 9 Induction Policy

### 9.1 Introduction

We provide all new employees with a comprehensive induction programme. We want you to enjoy working for our organisation and are committed to providing an environment where everyone can flourish.

The purpose of the induction programme is to provide you with the best possible start in your role, as well as to ensure that you settle in well. The induction process will also give you the opportunity to gain an understanding of your schools, our Trust and their Christian values and ethos.

This policy does not form part of your contract of employment and we reserve the right to amend or withdraw it at any time.

### 9.2 Scope

This policy applies to employees employed by us. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

**What your induction programme will cover:** Your line manager will tailor your induction programme to meet your specific needs. This will vary depending on your job role, level of responsibility, previous work experience and your training needs. For example, your induction programme would usually cover:

- our vision and values as a church school/diocesan Trust, our ethos, culture and priorities.
- an introduction to key senior leaders, all team members that you will be working with and individuals from the wider Trust with whom you will come into contact.
- the key responsibilities of your role and how your role aligns with our organisation's priorities.
- our staffing structure.
- our social networks and approach to supporting staff wellness.
- arrangements during your probationary period.
- our mandatory and optional training relevant to your role.
- our health and safety procedures, including fire safety and accident reporting rules.
- documentation required by for HR purposes; and
- our policies and procedures, including those concerning child protection and safeguarding, whistleblowing, code of conduct, equality, diversity and inclusion; employee wellbeing; and data protection.

This list is not intended to be exhaustive.

### 9.3 How your Induction Programme will be Delivered

Principally, our aim is to ensure that you have time to familiarise yourself with your role, and our people, equipment, systems and processes.

The different elements of your induction programme will be delivered by different people within the school and Trust. This will give you the opportunity to meet a range of individuals.

You will also have regular catch-ups with your line manager to discuss how the induction programme is progressing and how you are settling in.

There are elements of your induction programme that will be conducted face-to-face but some elements of the programme may be conducted remotely. We will ensure that you have access to the necessary technology for participating fully in the induction programme.

Your induction programme will run alongside the relevant appraisal process for your role, during which you will be set objectives and provided with support towards meeting those objectives. There is a separate Appraisal Policy within our Employment Manual.

You should be aware that some of the tasks that you cover during the induction programme may be used to review your performance, capability and suitability for the role as part of the probationary period

#### **9.4 Buddy System**

We have a "buddy" system for all new starters. Your buddy will be assigned to you on your start date, if not before, and will help you settle into your role so that you have every opportunity to flourish.

Your buddy will have an understanding of how things work across the organisation and will be able to provide you with general information, guidance on practical matters and ad-hoc support.

#### **9.5 Your Feedback**

Although we have established ways of doing things, we want you to have an input into how your job is performed, where possible. With this in mind, we encourage you to use the induction process to think about and share any ideas that you have around improving our processes and procedures.

We will also request feedback from you at various points of the induction process, including your experience of the induction process and how you think it could be improved.

#### **9.6 Responsibility for your Induction**

Your line manager will take the lead role in helping you to settle into the organisation and will ensure that other individuals contribute to the programme as necessary.

## **10. Probation Policy**

### **10.1 Introduction**

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

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

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

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

This policy applies to all new employees . It also applies to employees who have been promoted into different posts within the Trust, where they are notified as such or where set out in their contract of employment. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

### **10.2 Length of Probation**

The length of the probationary period applicable to an employee will be as set out in the contract of employment of that employee. In most cases, this will be six months.

### **10.3 Extending Probationary Periods**

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

An extension may be implemented in circumstances where:

- the employee's performance, conduct or attendance during probation has not been entirely satisfactory, but some improvement has taken place and it is thought likely that an extension to the probationary period may lead to satisfactory improvement; and
- the employee has been absent from the workplace for an extended period during the probation.

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

- the length of the extension and the date on which the extended period of probation will be reviewed and when it will end.
- the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards.
- the performance standards or objectives that the employee is required to achieve by the end of the extended period of probation.

- any support, for example further training, that will be provided during the extended period of probation; and
- a statement that, if the employee does not meet fully the required standards by the end of the extended period of probation, their employment will be terminated.

#### **10.4 Terms of Employment During the Probationary Period**

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

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

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

#### **10.5 Line Managers' Responsibilities**

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

#### **10.6 Reviews During Probation**

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

#### **10.7 Irregularities Discovered During the Probationary Period**

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

#### **10.8 End of Probation**

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

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

Where practicable and where the Headteacher/line manager considers that satisfactory progress may not have been made during the probationary period, or the period of extension you will be invited to that meeting in writing and the possible outcomes of the meeting will be explained. If one

is available, you will also be able to bring a work colleague or a trade union representative to that meeting, although ordinarily no rearrangements will be made to the time and date of the meeting.

The possible outcomes of the meeting are:

- The employee's employment is determined to be satisfactory and the probationary period is successfully completed. The employee will be confirmed in role with immediate effect; or
- The employee's probationary period is extended or further extended (see paragraph 10.3 above); or
- The employee's employment is determined not to be satisfactory, and employment is terminated (see paragraph 10.9, below).

## **10.9 Termination of Employment**

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

## **10.10 Performance**

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

## **10.11 Conduct**

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

## **10.12 Attendance**

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

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

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

## **10.13 Appeals against Termination of employment**

Should an employee wish to appeal against a decision to terminate their employment they must write to the Headteacher within 5 working days of the decision to terminate the employment being

communicated to them. The employee must state the grounds of their appeal in full. An appeal meeting will then be arranged with a panel of Governors. The outcome of an appeal meeting will be confirmed in writing; this will make it clear that there is no further internal right of appeal. Where the employment of the Headteacher is terminated they should appeal to the Chair of Governors who will make arrangements for the appeal hearing.

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

## 11. Anti-bribery and Corruption Policy

### 11.1 Introduction

**Commitment:** We are committed to the highest standards of ethical conduct and integrity in the work we do. We are also committed to preventing and prohibiting bribery, in accordance with the Bribery Act 2010. The Trust will not tolerate any form of bribery by, or of, its employees, agents or consultants, or any person or body acting on its behalf. The Trust is committed to implementing effective measures to prevent, monitor, and eliminate bribery.

**Application:** This policy applies to all Staff working in the Trust, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, trustees, contractors, and volunteers. It also applies to any person or body, acting on its behalf and any third party.

**Conduct:** The Trust conducts its business activities in an honest and ethical manner. The Trust will not tolerate any form of bribery and / or corruption by, or of, its Staff.

**Purpose:** The purpose of this policy is to:

- set out the Trust's responsibilities, and of those working for the Trust, in observing and upholding its position on bribery and corruption; and
- provide information and guidance to those working for the Trust on how to recognise and deal with bribery and corruption issues.

**Definition of a bribe:** A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. **Definition of third party:** Third party means any individual or organisation you come into contact with during the course of your work for the Trust. This includes parents, carers or guardians of current or prospective pupils, suppliers, distributors, business contacts, agents, advisers, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

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

- offers, promises, gives, requests, receives or agrees to receive bribes; or
1. offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence)
  2. failure to prevent bribery
- And:
3. the Trust does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

### 11.2 Gifts and Hospitality

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

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

- it is made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits.
- it contravenes the law.

- it is given in your name, not in the name of the Trust or one of its Academies.
- it includes cash or a cash equivalent such as gift certificates or vouchers (other than as permitted under the Code of Conduct).
- taking into account the reason for the gift, it is of an inappropriate type and value and given at an inappropriate time.
- it is given secretly.
- gifts should never be offered to, or accepted from, government officials or representatives, or politicians or political parties.

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

### 11.3 Unacceptable Behaviour

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

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure.
- accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them.
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Trust in return.
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy.
- engage in any activity that might lead to a breach of this policy.

### 11.4 Facilitation Payments and Kickbacks

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

**Kickbacks:** Kickbacks are typically payments made in return for a business favour or advantage. All Staff must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by the Trust.

**Payments made by you:** If you are asked to make a payment on behalf of the Trust or one of its Academies, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Chief Finance and Operations Officer or in the first instance with the Headteacher.

### 11.5 Donations

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

### 11.6 Reporting

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

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

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

- you become aware that a third party engages in, or has been accused of engaging in, improper business practices.
- a third party insists on receiving a commission or fee payment before committing to sign up to a contract with the Trust, or carrying out a government function or process for the Trust.
- a third party requests payment in cash and / or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made.
- a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business.
- a third party requests an unexpected additional fee or commission to "facilitate" a service.
- a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services.
- you are offered an unusually generous gift or offered lavish hospitality by a third party.
- a third party requests that a payment is made to "overlook" potential legal violations.
- a third party requests that you provide employment or some other advantage to a friend or relative.
- you receive an invoice from a third party that appears to be non-standard or customised.
- a third party insists on the use of side letters or refuses to put terms agreed in writing
- you notice that the Trust or one of its Academies has been invoiced for a commission or fee payment that appears large given the service stated to have been provided.
- a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Trust.

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

## 11.7 Records

**The Trust's obligations:** The Trust must keep financial records and have appropriate internal controls in place evidencing the business reason for making payments to third parties.

**Your obligations:** You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review by the Finance Director.

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

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

## 11.8 Detriment

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

**Detrimental treatment:** Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Chief Finance and Operations Officer immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the Trust's Grievance Procedure.

### 11.9 Consequences of Breaching this Policy

**Breach:** Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Anyone else who provides services to the Trust and is found to be in breach of this policy will have their contract terminated.

**Sanction:** For individuals, bribery and corruption are punishable by up to ten years' imprisonment. If the Trust is found to have taken part in corruption, the Trust could face an unlimited fine and damage to its reputation. The Trust therefore takes its legal responsibilities very seriously.

## 12. Health and Safety at Work Rules

**Your duty:** It is your contractual duty whilst at work to take reasonable care for your own safety and for that of others who may be affected by your acts or omissions.

**Legal responsibilities:** The Trust and its employees also have legal responsibilities under the health and safety legislation. If you need more information please ask the Hub Business Manager.

**Extra precautions:** There may be special precautions, codes of conduct or specific instructions relating to your use of particular equipment and substances. You should familiarise yourself with these and observe them at all times.

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

**Reporting accidents:** You must report any accident which occurs at your place of work - however trivial it appears to be. You may obtain an accident report form from the Academies' Admin and Finance Officers or from the Academy offices.

**Safety awareness:** All employees are expected to adopt a safety conscious attitude and be aware of the circumstances which can cause accidents. You should, therefore, report immediately any hazards or potential hazards in your work place to the Hub Business Manager or Finance Manager – Health and Safety.

**Electrical equipment:** Equipment which does not require continuous operation should be switched off when not in use and disconnected from the main electricity supply at the end of the day. On no account should you carry out any adjustments to electrical equipment. In the event of a fault developing, the equipment should be switched off and Hub Business Manager or Finance Manager – Health and Safety, notified of the details.

**Workplace:** You should endeavour to keep your work place in a tidy state at all times. Care should be taken to ensure that cupboard doors and desk drawers are not left open unnecessarily. Special care should be taken to ensure that rights of way and escape routes are never obstructed.

**Lifting:** As serious injury, especially to the back, can result from incorrect lifting, you should familiarise yourself with the correct method of lifting heavy objects.

**First aiders:** The names of First Aiders are posted on the notice boards. If you, another member of staff or a pupil requires attention an appointed First Aider should be contacted. Where necessary, a person requiring treatment should be taken to the sick room. It is the First Aider's responsibility to assess the situation and decide the correct course of action.

**First aid boxes:** These are located at designated points throughout the Academies and may only normally be opened by qualified First Aiders. Neither First Aiders nor any employees are permitted to dispense pharmaceutical products including aspirin and related products. In cases of serious illness or injury you should telephone for an ambulance if deemed necessary. The Headteacher should be kept notified.

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

## 13. Sickness Absence Policy

This policy sets out our procedures for reporting sickness absence, and for the management of sickness absence in a fair and consistent way.

Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

This policy does not form part of any employee's contract of employment, and it may be amended at any time. We may also vary the procedures set out in this policy, including any time limits, as appropriate in any case.

As part of the application of this policy, the Trust will collect, process, and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in relation to how we collect, hold, and share special category personal data. Records will be kept in accordance with our retention and destruction policy, and in line with the requirements of data protection legislation.

This policy covers all employees at all levels and grades regardless of status. This policy does not apply to contractors, consultants, agency workers or any self-employed individuals working for us.

The purpose of the policy is to ensure that staff understand the expectations of the Trust in terms of attendance at work. In applying this policy, we aim to ensure that attendance is managed appropriately and consistently and that employees receive relevant support.

**Short-term sickness absence:** any absence that lasts between half and 20 days (four working weeks)

**Long-term sickness absence:** any absence that lasts for a continuous period of longer than four working weeks.

### 13.1 Disabilities

We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out below), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job, or other aspects of working arrangements that will provide support at work and/or assist a return to work.

If you consider that you are affected by a disability or any medical condition, which affects your ability to undertake your work, you should inform your line manager.

### 13.2 Sickness Absence Reporting Procedure

All employees are required to follow the reporting procedure set out below:

If you are taken ill or injured at work, you should report this to your line manager. Managers should contact Headteacher to make arrangements for anyone who is unwell to be accompanied home and/or to receive medical treatment where necessary.

If you cannot attend work because you are ill or injured, you should normally telephone your line manager or school office as early as possible and no later than 07.30am. The following details should be provided:

- The nature of your illness or injury.
- The expected length of your absence from work.
- Contact details.
- Any outstanding or urgent work that requires attention, including information in relation to student work that needs covering.

Contacting by text message or email is not acceptable.

Managers should ensure that:

- Any sickness absence is notified to them is recorded and reported to the Headteacher
- Arrangements are made, where necessary, to cover work and to inform colleagues (while maintaining confidentiality)

If you are ill or injured during a period of pre-arranged annual leave, you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must inform your manager of your incapacity and its likely duration as soon as possible even if you are abroad. The usual requirements for self-certification and medical certificates in this policy will apply.

To ensure we are doing all we are able to in order to support pregnant employees, a pregnant employee will be asked to attend a return-to-work interview when returning to work after any period of absence. However, any sickness absence by a pregnant employee for a pregnancy-related reason will not be taken into account when checking if the need for formal action under our sickness absence management procedure has been triggered.

### 13.3 Evidence of Incapacity

For sickness absence of up to **OR** between four and seven calendar days, you must complete a self-certification form, which is available from your line manager.

For absence of more than a week you must obtain a certificate from an eligible healthcare professional (a 'Statement of Fitness for Work'), stating that you are not fit for work and the reason(s) why. This should be forwarded to your line manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

If your healthcare professional provides a certificate stating that you 'may be fit for work' you should inform your line manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your healthcare professional's advice. This may take place at a return-to-work interview (see paragraph 13.8). If appropriate measures cannot be taken, you will remain on sick leave, and we will set a date to review the situation.

Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

Where an employee is absent immediately prior to a school/Trust closure period, they will continue to be deemed as being absent for the purposes of recording sickness and statutory and/or contractual

sick pay during the school/Trust closure period, unless they provide a fit note indicating they are fit to return to work. The cost of a fit note will be covered by the Trust if applicable.

If you are undergoing an elective or cosmetic surgery procedure for which you will be absent from work, then any entitlement to Trust sick pay (as set out in paragraph 13.5) will be subject to receipt of satisfactory medical evidence. This medical evidence will need to be in the form of a report from your doctor or a specialist confirming that you are undergoing the procedure on medical advice. You may be required to take annual leave for any absence related to a purely elective procedure.

Where absence appears to be as a result of an infectious disease, the Trust reserves the right to obtain medical evidence to ascertain whether the infection was directly attributable to the workplace.

#### 13.4 Unauthorised Absence

Cases of unauthorised absence will be dealt with under our disciplinary procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

If you do not report for work and have not telephoned your line manager/school office to explain the reason for your absence, your line manager will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

#### 13.5 Sick Pay

You should refer to your contract for details of the sick pay to which you are entitled.

Failure to properly report your absence, undertake medical examinations as set out in paragraph 13.7, or to provide medical or self-certification could lead to your pay being suspended.

#### 13.6 Keeping in Contact during Sickness Absence

If you are absent on sick leave you should expect to be contacted from time to time by your line manager or their delegated person in order to discuss your wellbeing, expected length of continued absence from work, and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum. It is the joint responsibility of both the line manager and the employee to maintain contact.

If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your line manager or their delegated person at any time.

We offer access to confidential counselling, which is available on request. The details to access this service are as follows:

#### 13.7 Medical examinations

We may, at any time in operating this policy, ask you to attend a medical examination by [our occupational health department **AND/OR** a doctor nominated by us.

You will be asked to agree that any report produced in connection with any such examination may be disclosed to us, and that we may discuss the contents of the report with our advisers and the relevant doctor.

Failure to agree to a reasonable request may result in decisions being made in the absence of any medical information. In some circumstances, disciplinary action may be taken where you do not cooperate with the sickness absence process.

In the event of a difference of opinion between an employee's GP or other healthcare professional and the Trust's occupational health advisors, regarding an employee's fitness for work, functional capacity, or the existence of an underlying medical condition contributing towards persistent absences, the OH advisor's advice will normally take precedence. In some cases, an independent medical advisor may be asked to give a second opinion.

This process is in line with our staff privacy notice, which sets out how we will gather, process, and hold special category personal data of individuals during employment.

### **13.8 Return to Work Interviews**

If you have been absent on sick leave for more than two days we will arrange for you to have a return-to-work interview with your line manager.

A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

Where your doctor has provided a certificate stating that you 'may be fit for work' we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your healthcare professional's advice.

### **13.9 Returning to Work from Long-Term Sickness Absence**

We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see section 13), we will, where appropriate and possible, support returns to work by:

- Obtaining medical advice.
- Making reasonable adjustments to the workplace, working practices, and working hours, including a time-limited phased return to work.
  - A phased return to work will often be a recommendation of an occupational health advisor or the employee's GP.
  - Employees will receive their full pay on the phased return. Phased returns to work should be for a maximum of four weeks. In the event an employee requests that the phased return is extended beyond four weeks, a dialogue should be held with the employee in regard to a temporary contractual change being made to their working hours to accommodate the request, and their pay adjusted accordingly.
- Considering redeployment; and/or
- Agreeing a return to work programme with everyone affected.

If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

### **13.10 Sick Leave and Annual Leave**

If you become sick or injured while on annual leave, such that you would be unfit for work, you may ask us to treat the period of incapacity as sick leave and reclaim the annual leave.

To be able to claim company sick pay you must notify your line manager of your incapacity immediately, and the usual requirements for medical evidence in this policy will also apply, even if you are abroad.

If you are on sick leave, you may choose to cancel any prearranged annual leave that would otherwise coincide with your sick leave. You should notify your line manager as soon as possible that you wish to do this.

If your period of sick leave extends into the next holiday year, or if there is not enough time left in the current holiday year to make it practicable to take your remaining holiday entitlement, you can carry any unused holiday entitlement over to the following leave year up to a maximum of 20 days to be used within three months of your return to work.

### **13.11 Terminal Illness**

Where an employee is suffering from a terminal illness, we will endeavour as far as possible to accommodate their wishes and to provide additional support where feasible. This includes discussion of the possibility of ill-health retirement or facilitating conversations with the relevant pension scheme.

While we will support employees who wish to continue working, employees with a terminal illness should bear in mind that there may come a time when they will be unable to continue working. In this case, the employee's line manager will discuss the options with the employee, with the support of SLT/HR.

The employee's line manager will talk to the employee about whether to inform their colleagues, and if so, when and how to do so with the employee's permission.

The organisation provides access to counselling services to assist during this difficult time and can support in finding other help and advice as required.

### **13.12 Sickness Absence Meetings Procedure**

We may apply this procedure whenever we consider it necessary, including, for example, if you:

- Have been absent due to illness on a number of occasions in line with the following triggers for action:
  - Three or more occasions in any rolling 12-month period.
  - Six or more days in any rolling 12 months.
  - Or any other pattern that causes concern.
  - The policy may still be applied where the employee persistently falls just below the trigger points and where the absence is perceived to be a problem.
  - These triggers should be pro rata for part time employees and consideration should be given to adjusting triggers for employees with a disability. Pregnancy-related absences should be discounted when calculating triggers.
- Have discussed matters at a return to work interview that require investigation.

Unless it is impractical to do so, we will give you five days' written notice of the date, time, and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing, or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

The meeting will be conducted by your line manager and may be attended by another colleague. You may bring a companion with you to the meeting (see below).

You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified, you should immediately inform your line manager who will seek to agree an alternative time.

A meeting may be adjourned if your line manager is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing within five days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

Formal warnings issued for sickness will remain live for a period of 12 months from the date of issue, during which time further absences beyond the review period would be dealt with either at the next stage of the procedure or by an extension of the current live warning. If further absences occur shortly after the end of the 12-month period (or any extended warning), we reserve the right to deal with the matter at the same stage of the procedure and not return to earlier stage.

If at any time your line manager considers that you have taken, or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

### **13.13 Right to be accompanied at meetings**

You may bring a companion to any meeting or appeal meeting under this procedure.

Your companion may be either a trade union representative or a work colleague. You should provide their details to your line manager conducting the meeting, in good time before it takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

We may at our discretion permit other companions (for example family members) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

Some companions may not be allowed; for example, anyone who may have a conflict of interest, or whose presence may prejudice a meeting.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

### **13.14 Stage One – First Sickness Absence Meeting**

This will follow the procedure set out in paragraphs 13.12 and 13.13 on the arrangements for and right to be accompanied at sickness absence meetings.

The purposes of a first sickness absence meeting may include:

- Discussing the reasons for absence.
- Where you are on long-term sickness absence, determining how long the absence is likely to last.

- Where you have been absent on a number of occasions, determining the likelihood of further absences.
- Considering whether medical advice is required or, if already obtained, what that advice is.
- Considering what, if any, measures might improve your health and/or attendance.
- Determining a way forward, action that will be taken and a timescale for review, and/or a further meeting under the sickness absence procedure.

**OR**

Implementing a stage 1 monitoring period of 12 months, during which your absence will be reviewed. Your line manager will set specific targets which may include, for example:

- For short-term absence:  
No more than X days or X occasions of absence during the monitoring period.
- For long-term absence:  
A return to work within X weeks /months.

These targets should be pro rata for part time employees, and consideration should be given to adjusting targets for employees with a disability. Pregnancy-related absences should be discounted for these purposes.

**OR**

Issuing a written warning that your employment may be at risk if your attendance does not improve or you return to work.

### **13.15 Stage Two – Further Sickness Absence Meeting(s)**

Depending on the matters discussed at the first stage of the sickness absence procedure, if your attendance remains unsatisfactory [and you have not met the targets set during stage 1 monitoring period], a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out in paragraphs 13.12 and 13.13 on the arrangements for, and right to be accompanied at sickness absence meetings.

The purposes of further meeting(s) may include:

- Discussing the reasons for, and impact of your ongoing absence(s).
- Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view both of your capabilities and the needs of the Trust and any adjustments that can reasonably be made to your job to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
- Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a phased return to work programme.
- If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.

- Determining a way forward, action that will be taken, and a timescale for review and/or a further meeting(s). This may depend on steps we have already taken.

**OR**

Implementing a stage 2 monitoring period of 12 months during which your absence will be reviewed. Your line manager will set specific targets which may include, for example:

- For short-term absence:  
No more than X days or X occasions of absence during the monitoring period.
- For long-term absence:  
A return to work within X weeks/months.

These targets should be pro rata for part time employees and consideration should be given to adjusting targets for employees with a disability. Pregnancy-related absences should be discounted for these purposes.

Issuing a final written warning that your employment may be at risk of dismissal if your attendance does not improve or you do not return to work.

### **13.16 Stage Three – Final Sickness Absence Meeting**

Where you have been warned that you are at risk of dismissal and the improvement has not been made [and you have not met the targets set during stage 2 monitoring period], we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in paragraphs 13.12 and 13.13 on the arrangements for, and right to be accompanied at sickness absence meetings.

The purposes of the meeting will be:

- To review the meetings that have taken place, the matters discussed, and warnings issued.
- Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either with regard to your possible return to work, or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- To consider if ill health retirement is a possibility where medical advice is clear it is unlikely that an employee will be fit to return to their role in the near future.
- To consider the possible termination of your employment where all other options have been exhausted.
- Termination will normally be with full notice or payment in lieu of notice.

### **13.17 Appeals**

You may appeal against the outcome of any stage of this procedure, and you may bring a companion to an appeal meeting (see paragraph 13.13).

An appeal should be made in writing, stating the full grounds of appeal, to your line manager within five days of the date on which the decision was sent to you.

Unless it is not practicable, you will be given five days' written notice of an appeal meeting. In cases of dismissal, the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

Where practicable, an appeal meeting will be conducted by a manager senior to the individual who conducted the sickness absence meeting.

Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

Following an appeal, the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible, within five days of the appeal meeting. There will be no further right of appeal.

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

## 14. Menopause Policy

### 14.1 Introduction

Menopause is a normal part of every woman's life. This policy recognises that the menopause is an equality and occupational health and safety issue and that women may need appropriate flexibility, support and adjustments during the time of change before, during and after the menopause. We recognise that there are no rules in relation to the age at which women start the menopause anyone raising the possibility will be taken seriously, regardless of age.

The Diocese of Salisbury Academy Trust has a positive attitude towards the menopause and will treat all individuals with dignity and respect during this time and ensure that the workplace does not make symptoms worse. The Diocese of Salisbury Academy Trust is committed to ensuring that women feel confident in discussing menopausal symptoms openly, without embarrassment, and are able to ask for support and adjustments in order to continue to work safely in the organisation. For this reason, the menopause at work is an issue for men as well as women.

This policy and the accompanying guidance and training, is part of our overall approach to supporting wellness in the Trust.

### 14.2 The Legislative Setting

The Diocese of Salisbury Academy Trust undertakes to comply with its legal obligations as set out below:

The Health and Safety at Work etc. Act 1974 requires employers to ensure the health, safety and welfare of all workers. Under the Management of Health and Safety at Work Regulations 1999, employers are required to undertake general risk assessments which should include specific risks to menopausal women, see section 5.3.

The Equality Act 2010 prohibits discrimination against people on the grounds of certain 'protected characteristics' including sex, age and disability. Conditions linked to the menopause may meet the definition of an 'impairment' under the Equality Act and require reasonable adjustments.

### 14.3 Status

This policy sets out procedures for members of staff and managers to follow in providing the right support to manage menopausal symptoms at work. If the Diocese of Salisbury Academy Trust wishes to amend the menopause policy, consultation and negotiation on proposed changes will take place with staff

#### **Aims:**

- to create an environment where women staff members feel confident enough to raise issues about their symptoms and ask for support and adjustments at work;
- to ensure that conditions in the workplace do not make menopausal symptoms worse and that appropriate adjustments and support are put in place, recognising that the menopause and perimenopause is an individual experience and therefore there is no 'one size fits all' solution; and
- to reduce sickness absence due to menopausal symptoms and retain valued staff in the workplace.

#### 14.4 What Steps Will We Take as an Employer?

The Diocese of Salisbury Academy Trust will educate and inform managers and staff to be aware of how the menopause can affect working women, taking account of the particular circumstances in schools, and about the potential symptoms of menopause, and how they can support women experiencing them. This includes finding ways to educate women themselves about the menopause and how to recognise its onset. Managers need to feel empowered to raise the possibility with staff in a way that is sensitive and well-intended.

Where women members of staff feel uncomfortable going to their line manager, because he is a man, or someone much younger, or both, we will ensure that an alternative contact is available. Confidentiality will always be respected.

The risk assessments which we undertake will consider the specific needs of menopausal women, and, in doing so, we will consult with staff members and share with all managers and new managers, requesting signatures to confirm that measures are understood and will be acted upon. Risk assessments will include consideration of temperature and ventilation issues (thermometers may be needed) and will also address welfare issues; such as access to toilet facilities and cold water, during and outside break and lunch times.

The Diocese of Salisbury Academy Trust will make adjustments where necessary to support individuals experiencing the menopause, and to ensure the workplace does not make their symptoms worse. These could include simple measures such as:

- leaving doors open where safe to do so.
- ensuring that windows can be safely opened.
- ensuring that it is possible to regulate the temperature in a classroom or other room by turning down radiators (as long as the temperature does not drop below 18 degrees Celsius, this will be comfortable for all occupants).
- provision of fans.
- fitting blinds to windows (vertical blinds allow for greater adjustment).
- establishing a system that allows cover for women who need to access toilet/washing facilities while they are teaching (to deal with heavy and recurring bleeding).
- considering requests for changes to working arrangements, e.g. temporary part-time working.
- swift permission for absence to attend menopause-related medical appointments; and
- adjusting workplace procedures and processes to support and avoid any detriment to menopausal women.

Consideration will also be given to psychological symptoms such as depression, anxiety and memory/concentration challenges. This will involve reviewing workloads for those affected and training for colleagues who may need support in recognising symptoms and supporting colleagues.

This is not a definitive list of measures. The Diocese of Salisbury Academy Trust will actively listen to staff and governors and take on board other suggestions.

It is recognised that many of these practical and easy-to-institute changes to the workplace, which will make working life more bearable for menopausal women, will benefit all staff.

#### 14.5 Roles and Responsibilities

It is recognised that everyone who works at the Diocese of Salisbury Academy Trust has a role to play in ensuring a comfortable working environment for all staff, including women experiencing the menopause.

### **All staff are responsible for:**

- taking responsibility for looking after their health.
  - being open and honest in conversations with HR and occupational health.
  - contributing to a respectful and healthy working environment.
  - being willing to help and support their colleagues; and
1. accepting and supporting any necessary adjustments their colleagues request or are receiving as a result of their menopausal symptoms.

### **14.6 Line Managers**

The most important and valuable thing a manager can do is listen and, wherever possible, respond sympathetically to any requests for adjustments at work.

#### **All line managers will:**

- familiarise themselves with this menopause policy.
- be aware of the potential impact of menopause on performance; if someone's performance suddenly dips, consideration will be given as to whether the menopause may be playing a part in this.
- provide a safe place to allow the member of staff to speak openly and honestly.
- be ready and willing to listen and have open discussions about menopause, appreciating the personal nature of the conversation, and treating the discussion sensitively and confidentially and allowing adequate time for the discussion.
- record adjustments agreed, and actions to be implemented, via an action plan.
- ensure ongoing dialogue via a follow-up meeting.
- ensure that all agreed adjustments are adhered to and reviewed as regularly as necessary; and
- recognise their responsibility to make it clear that any measure put in place to support women during this difficult stage in their life in no way reflects their judgment of their ability to do the job well - there is no link between this support and capability action plans.

#### **Where adjustments are unsuccessful, or if symptoms are proving particularly severe, the line manager may:**

- discuss with the employee a referral to occupational health for further advice.
- review occupational health advice, and implement any additional recommendations; and
- update the action plan and continue the review process.

### **14.7 Occupational Health**

The role of occupational health is to:

- carry out a holistic assessment of the employee to ascertain whether or not the working environment may be exacerbating menopause symptoms.
- discuss with the employee what adjustments would help; and
- signpost to other appropriate sources of help and advice.

#### **Additional help and support**

[www.neu.org.uk/menopause](http://www.neu.org.uk/menopause)

[www.menopausematters.co.uk](http://www.menopausematters.co.uk)

[www.nasuwat.org.uk](http://www.nasuwat.org.uk)

[www.thebms.org.uk](http://www.thebms.org.uk)

[www.tuc.org.uk](http://www.tuc.org.uk)

[www.nhs.uk/conditions/menopause/symptoms](http://www.nhs.uk/conditions/menopause/symptoms)

## 14.8 Definitions

**Perimenopause:** The perimenopause is the period in a woman’s life when she starts to experience hormonal fluctuations and changes to her periods. The average time for a woman to be perimenopausal is between four to five years. During this time, periods may become increasingly heavy and irregular, meaning it is vitally important for a woman experiencing symptoms to be close to toilets and shower facilities where available. For some women, the symptoms during this time can be worse than the actual menopause. [NB not all primary schools have shower facilities suitable for adult use – we always look at this as part of premises work where necessary, but we are not able to install them everywhere].

**Menopause:** A woman is described as being menopausal when they have gone 12 months without a period and when her ovaries are no longer responsive. The average age for a woman to reach the menopause in the UK is 51. American evidence suggests that this is different for Asian and black women. An Asian woman may start her menopause later and a black woman slightly earlier. To date, there is no UK evidence on this issue.

**Post-menopausal:** This is the time after menopause has occurred, starting when a woman has not had a period for 12 consecutive months. The average time for women experiencing symptoms of the menopause is five years, but many women experience symptoms for up to ten years and 3% of women will experience symptoms for the rest of their lives. Post-menopausal women have an increased risk of heart disease, diabetes and osteoporosis and managers should be aware of this.

**Symptoms of the menopause:** Symptoms may include:

<p><i>Vasomotor Symptoms</i></p> <ul style="list-style-type: none"> <li>*Hot flushes and Night Sweats</li> </ul> <p><i>Psychological effects of hormone changes</i></p> <ul style="list-style-type: none"> <li>*Low mood/mood swings</li> <li>*Poor memory and concentration</li> <li>*Insomnia</li> <li>*Loss of libido</li> <li>*Anxiety/panic attacks</li> </ul> <p><i>Physical Symptoms</i></p> <ul style="list-style-type: none"> <li>*Headaches</li> <li>*Fatigue</li> <li>*Joint aches and pains</li> <li>*Palpitations</li> <li>*Formication (creeping skin)</li> <li>*Insomnia</li> </ul>	<p><i>Sexual Symptoms</i></p> <ul style="list-style-type: none"> <li>*Reduced sex drive</li> <li>*Painful sex/*vaginal dryness</li> <li>*Urinary tract infections</li> <li>*Vaginal irritation</li> </ul> <p><i>Consequences of oestrogen deficiency</i></p> <ul style="list-style-type: none"> <li>*Obesity, diabetes</li> <li>*Heart disease</li> <li>*Osteoporosis/chronic arthritis</li> <li>*Dementia and cognitive decline</li> <li>*Cancer</li> </ul>
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N.B. This is not an exhaustive list.

## 15. Pensions Auto-enrolment Policy

### 15.1 Purpose

This policy is intended to provide guidance on the operation of the pension scheme available to you during your employment with the Trust as set out in your contract of employment. For teaching staff this is the Teachers' Pensions Scheme and for support staff the Local Government Pension Scheme. For the purpose of this policy both are referred to as 'the Scheme'. The policy reflects legislation which requires employers to automatically enrol employees who meet certain eligibility criteria into a qualifying pension scheme.

### 15.2 Staging Date

Is the date notified to the Trust by the Department for Work and Pensions from when the Trust is required to auto-enrol staff in the Scheme.

### 15.3 Eligibility

Auto-enrolment applies to all employees aged between 22 and state pension age and earning over the earnings trigger (currently £10,000) as may be changed from time to time.

### 15.4 Non-eligible Members of Staff

Irrespective of auto-enrolment eligibility the Trust will enrol all new members of teaching staff aged between 16 and 74 into the Teacher's Pension Scheme and support staff into the Local Government Pensions Scheme on commencement of employment in accordance with your contract (subject always to the rules of the Scheme).

### 15.5 Auto-enrolment

The Trust is legally required to automatically enrol eligible staff in the relevant Scheme.

**New starters:** All new members of staff will be automatically enrolled in the Scheme within one month of the commencement of their employment. Any new members of staff who wish to opt out must contact the Teachers' Pension Scheme or the Local Government Pension Scheme.

**Existing members of staff who are already members of the Scheme:** There will be no change for any member of staff who is already a member of the Scheme. You will remain a member of the Scheme unless you choose to opt out. You will be provided with written confirmation of your membership and details of how to obtain further information.

**Existing members of staff who are not members of the Scheme:** Any members of staff who are not currently members of the Scheme will be automatically enrolled by the Trust following the Staging Date.

For teachers this will apply to staff who have:

- previously opted out.
- commenced a part-time contract before 01 January 2007, did not make a part-time election and have continued in that contract (without taking up another post which would have led to the need to contractually enrol them).
- staff on ill health retirement pre 01 April 1997 from when they reach age 60 or cease to be incapacitated, whichever is the earliest; or

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

For support staff this will apply to staff who have not opted in.

### **15.6 Re-enrolment**

The Trust will repeat the exercise of auto-enrolment every three years from the Staging Date with any eligible employee who is not a member of the Scheme at the time. This will include employees who have opted out.

### **15.7 Opting Out**

Should you wish to opt out of the Scheme then teachers must contact the Teachers' Pension Scheme via their website and support staff must contact the Local Government Pension Scheme to obtain an opt out notice. If you wish to remain opted-out you will need to repeat this process every three years each time you are re-enrolled into the Scheme. If you have opted out but change your mind and wish to join the Scheme you can either wait until the next re-enrolment date when the Trust will enrol you, or alternatively, you must contact the Scheme administrator and elect to opt-in.

### **15.8 Information**

The Trust will provide you with information regarding your pension and direct you to additional sources of information on the Scheme's website. If you have been automatically enrolled in the Scheme you will be notified in writing and provided with the following information:

- the enrolment date.
- details of the Scheme and contact information.
- amount of contributions.
- any tax relief; and
- confirmation of your right to opt out and how to do so.

### **15.9 Advice**

The Trust cannot offer any advice or guidance in relation to your pension rights or entitlements so you must seek your own advice.

### **15.10 Personal Data**

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

## 16. LGPS Employer Discretions Policy

The Local Government Pension Scheme Regulations 2013 (“the 2013 Regulations”) and The Local Government Pension Scheme (Transitional Provisions and Savings) Regulations 2014 (“the 2014 Regulations”)

### 16.1 Overview

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

#### *General Principles to be Adopted in Exercising Discretions*

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

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

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

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

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

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

### 16.2 The Discretions

Regulation	Policy
<b>Regulations 16(2)(e) and 16(4)(d) of the 2013 Regulations</b> <b>Shared Cost Additional Pension Scheme</b> An employer can choose to pay for or contribute towards a member’s Additional Pension Contract via a Shared Cost Additional Pension Contract (SCAPC).	As a general rule the Academy Trust’s policy is not to exercise this discretion but the Academy Trust will consider individual cases on their merits having regard to the cost to the Academy Trust.  Any application must be supported by a business case in writing.

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

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

For further details: <https://www.lgpsmember.org/arm/already-member-contsf.php>

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

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

## 17 Maternity, Paternity, Adoption, Parental and Shared Parental Leave Policies.

### 17.1 General Introduction

This policy sets out statutory and contractual rights in relation to maternity, paternity, adoption, parental leave, and shared parental leave for employees at Trust. It covers rights and responsibilities, arrangements for leave and pay, and provisions for return to work. This policy reflects our commitment to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. No-one will be discriminated against, be subject to detriment, or lose career development opportunities by taking leave under this policy. **Scope:** This policy applies to all employees of the Trust. The policy does not apply to agency workers, consultants or the self-employed.

We will monitor the application and outcomes of this policy to ensure it is working effectively.

When managing an employee's leave and pay under this policy, the Trust processes personal data collected in accordance with its data protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the leave and pay. We will comply with the requirements of Data Protection Legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time.

Records will be kept in accordance with our retention and destruction policy and in line with the requirements of data protection legislation.

### 17.2 Definitions

The following definitions apply in this policy:

<b>Expected Week of Childbirth</b>	the week, starting on a Sunday, in which your doctor or midwife expects you (or your spouse, civil partner or partner) to give birth.
<b>Qualifying Week</b>	the 15 <sup>th</sup> week before the Expected Week of Childbirth, or the week in which you are notified in writing by an adoption agency of having been matched with a child.
<b>Intended Start Date</b>	the date on which you would like to start your maternity, paternity or adoption leave.
<b>Expected Return Date</b>	the date we will expect you to return to work if you take your full entitlement to maternity leave or adoption leave.
<b>Relevant Period</b>	an 8-week period ending with the Qualifying Week, in birth cases, or the 8-week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with a child, in adoption cases.

<b>Ordinary Maternity Leave (OML)</b>	a period of 26 weeks' leave available to all employees who qualify for maternity leave.
<b>Additional Maternity Leave (AML)</b>	a further period of up to 26 weeks' leave immediately following OML
<b>Partner</b>	someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle, niece or nephew.
<b>Parent</b>	one of two people (whether of a different sex or the same sex) 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.)
<b>Expected Placement Date</b>	the date on which an adoption agency expects that it will place a child into your care with a view to adoption.
<b>Ordinary Adoption Leave (OAL)</b>	a period of up to 26 weeks' leave available to all employees who qualify for adoption leave.
<b>Additional Adoption Leave (AAL)</b>	a further period of up to 26 weeks' leave immediately following OAL.

## 18 Maternity Leave and Pay Policy

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, including setting out the arrangements for pregnancy-related sickness, health and safety and maternity leave.

**Notification:** You must inform us as soon as possible that you are pregnant. This is important as there may be various health and safety considerations.

Before the end of the Qualifying Week or as soon as reasonably practical afterwards, you must tell your line manager in writing:

- That you are pregnant.
- The Expected Week of Childbirth.
- The date on which you would like to start your maternity leave (Intended Start Date).

You must also provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth (this is not available before the 20th week of pregnancy and is usually provided around the 26th week of pregnancy).

### 18.1 Time off for Antenatal Care

If you are pregnant, you may take reasonable paid time off during working hours for antenatal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment and, wherever possible, try to arrange them near to the start or end of the working day.

### 18.2 Sickness

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records, and will be disregarded in any future employment-related decisions.

If you are absent due to sickness for a pregnancy-related reason during the 4 weeks before your expected week of childbirth, your maternity leave will usually start automatically (see paragraph **Error! Reference source not found.**, Starting maternity leave).

### 18.3 Health and Safety

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to identify and assess the workplace risks to women who are pregnant (once you have notified us of your pregnancy), have given birth within the last 6 months, or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal duties, we will take reasonable steps necessary (for as long as necessary) to avoid those risks which could affect the health and safety of you or 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.
- Suspending you from duties, which will be on full pay, unless you have unreasonably refused suitable alternative work.

#### **18.4 Entitlement to Maternity Leave**

All employees, regardless of hours worked or length of service, 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).

provided that you comply with the notification requirements set out in paragraph 17.3.

#### **18.5 Neonatal Care**

If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of 7 consecutive days, you may also be entitled to neonatal care leave and pay which can be taken after your maternity leave. For further information please refer to our neonatal care leave section.

#### **18.6 Stillbirth and Neonatal Loss**

You are entitled to maternity leave and if eligible, pay, in accordance with this policy if your child is stillborn after 24 weeks of pregnancy or born alive at any stage of pregnancy but does not survive (neonatal loss).

#### **18.7 Starting Maternity Leave**

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). Maternity leave can commence on any day of the week.

You must notify your line manager in writing of your Intended Start Date before the end of the Qualifying Week (in accordance with paragraph 17.3). We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

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.

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.

Maternity leave shall start on the earlier 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 4 weeks before the Expected Week of Childbirth.
- The day after you give birth.

If you give birth before your maternity leave was due to start, you must let your line manager know the date of the birth in writing as soon as possible.

The law prohibits you from working during the 2 weeks following childbirth.

Shortly before your maternity leave starts, you and your line manager will discuss the arrangements for covering your work and how you will remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

## 18.8 Statutory Maternity Pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph **Error! Reference source not found.**). You are entitled to SMP if:

- 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.
- Your average weekly earnings during the 8 weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government.
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth.
- 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.
- You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

Weeks 1–6	90% of your average weekly earnings, calculated over the Relevant Period. This is called the earnings-related rate.
Weeks 7–39	The prescribed rate which is set by the Government for the relevant tax year, or the earnings-related rate (90% of your average weekly earnings) if this is lower.

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

You shall still be 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 shall start to accrue in whichever is the later of:

- The week following the week in which employment ends.
- The 11th week before the Expected Week of Childbirth.

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. Nothing in this paragraph affects the entitlement to or the calculation of contractual maternity pay. Terms relating to contractual maternity pay are set out in paragraph **Error! Reference source not found.** below. If you become eligible for any pay rise before the end of your maternity leave, it will be taken into account for the purposes of contractual maternity pay from the date the pay rise takes effect.

### 18.9 Contractual Maternity Pay - Teachers

Teaching staff with at least twelve months continuous service at the 11th week before the EWC, will be entitled to receive contractual maternity pay as follows, in addition to payments set out in paragraph 17.11 (if eligible):

Weeks 1–4	Full pay (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP).
Weeks 5–6	90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP).
Weeks 7–18	50% of salary plus any prescribed rate SMP to which you are entitled, paid without deduction, except by the extent to which the combined pay and SMP exceeds full pay.

You must return to your job for at least 13 consecutive calendar weeks, inclusive of school closure periods, as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 13-week period, you will be required to refund the amount paid to you for this period. Any period of shared parental leave (SPL) does not count towards the required return to work period of 13 consecutive calendar weeks following resignation.

If you request to reduce your hours on your return and your request is agreed, this 13-week period will be extended to equate to 13 weeks of service based on the number of hours you worked prior to your reduction in hours.

### 18.10 Contractual Maternity Pay – Support Staff

Support staff with 12 months continuous service at the 11th week before the EWC will be entitled to receive contractual maternity pay as follows, in addition to payments set out in paragraph **Error! Reference source not found.**:

Weeks 1–6	90% of salary (offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP)
Weeks 7–18	50% of salary plus any Prescribed Rate SMP to which you are entitled, paid without deduction, except by the extent to which the combined pay and SMP exceeds full pay.

You must return to your job for at least 3 months as a qualifying condition to receive this contractual maternity pay. If you do not return to work for the 3-month period, you will be required to refund the amount paid to you for this period.

Any period(s)\* of shared parental leave (SPL) does/do\* not count towards the required return to work period of 3 consecutive calendar months following resignation.

If you request to reduce your hours on your return and your request is agreed, this 3-month period will be extended to equate to 3 months of service based on the number of hours you worked prior to your reduction in hours.

### 18.11 Terms and Conditions During OML and AML

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, such as life insurance and health insurance, shall continue.
- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph **Error! Reference source not found.**, Annual leave).
- Pension benefits shall continue (see below, Pensions).

### 18.12 Annual Leave

All staff continue to accrue annual leave during maternity leave at the rate provided under your contract of employment.

### 18.13 Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

### 18.14 Support Staff – term time only/term time plus

The salary calculation for support staff contracted to work term time only, or term time plus additional working weeks, includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your maternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the maternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager or Headteacher.

### 18.15 Support Staff – full working year

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be 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. You should try to limit carryover to 1 week's holiday or less. Carryover of more than 1 week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting maternity leave. All holiday dates are subject to approval by your manager. Our holiday year runs from 1 September to 31 August.

### 18.16 Pensions

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

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

### **18.17 Redundancies During or After Pregnancy and Maternity Leave**

If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

If your role is affected by a redundancy situation and you have notified us of your pregnancy, or you are on maternity leave or you are within 18 months of the date of birth (or the start of the EWC if you have not advised us of the date of birth), you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available

### **18.18 Keeping in Touch**

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

You may work (including attending training) for up to 10 days during ordinary or additional maternity leave without bringing your maternity leave or SMP to an end. These are known as keeping in touch (KIT) days. The arrangements, including pay, would be set by agreement with your line manager/Headteacher.

Any work you do as a KIT day, even as little as an hour, for example, will be counted as a whole KIT day. They can be taken as single days, consecutive days or in blocks. Once you have used up your 10 KIT days, if you do any further work, you will lose a week's SMP for the week in which you have done that work.

KIT days are by agreement. You are not obliged to undertake any such work during maternity leave. Equally we may refuse a request from you for you to work a KIT day. In any case, you must not work during the 2 weeks following the birth of your child.

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 could be one of your KIT days. This may cover:

- Updating you on any changes that have occurred during your absence.
- Any training needs you might have.
- Any changes to working arrangements (for example, if you have made a request to work part-time).

### **18.19 Expected Return Date**

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.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

### **18.20 Returning Early**

If you wish to return to work earlier than the Expected Return Date, you must provide us with 21 days' prior notice in writing. If not enough notice is provided, we may postpone your return date until 21 days after you provided us with notice or to the Expected Return Date, if sooner.

### **18.21 Returning Late**

If you wish to return later than the Expected Return Date, you may request unpaid parental leave in accordance with [Section E, parental leave](#), giving us as much notice as possible but not less than 21 days.

Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

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.

In any other case, late return will be treated as unauthorised absence.

### **18.22 Deciding Not to Return**

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.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SMP.

### **18.23 Your Rights When You Return**

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.

However, if you have taken any period of AML or more than 4 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.

### **18.24 Breastfeeding**

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

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

- Breastfeed or bottle-feed their babies — sterilising equipment, heating facilities for bottled milk and a refrigerator are provided.
- Express milk.
- Change their babies

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

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

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

### **18.25 Requests to Change Working Pattern**

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no right to insist on working part-time, but you do have a statutory right to request flexible working. We will consider your request in accordance with the provisions of this statutory right, bearing in mind the needs of our organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our flexible working policy/right to request flexible working guidance.

### **18.26 Shared Parental Leave**

In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible.

You would need to give us at least 8 weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least 2 weeks after birth. You would then be able to share any remaining leave with your partner.

## 19 Paternity Leave and Pay Policy

**Introduction:** This section sets out employees' entitlement to accompany a pregnant woman to appointments to receive antenatal care, paternity leave, and pay. This section can apply to eligible employees of either gender, for the purpose of caring for a child or supporting the child's other parent subject to the qualifying conditions as set out below.

### 19.1 Time Off to Accompany for Antenatal Care

Employees are entitled to take paid time off during your working hours to accompany a pregnant woman to up to two appointments to receive antenatal care, lasting no more than 6½ hours each (including travel and waiting time), if you:

- Are the biological father of the child.
- Are the spouse or civil partner of the pregnant employee.
- Live with the pregnant employee in an enduring family relationship and are not a relative.
- The pregnant employee has undergone assisted conception and, at that time, you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent.
- You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments, and who meet the criteria at 0 have the same right to accompany.

The appointments may include any relaxation or parenting classes but must have been made on the advice of the pregnant woman's doctor, midwife or health visitor.

If you are eligible and wish to take time off for this purpose, you must provide us with a signed employee declaration confirming:

- That you have a qualifying relationship (see paragraph 1122.1 above) with a pregnant woman or her expected child.
- That you wish to take time off to accompany the pregnant woman to an appointment to receive antenatal care which has been made on the advice of their doctor, midwife or health visitor.
- The date and time of the appointment.

You should try to give us as much notice as possible of the appointment and, wherever possible, try to arrange them as near to the start or end of the working day.

### 19.2 Entitlement to Paternity Leave

Both men and women can request paternity leave for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

On the birth of a child, where either:

- You are the biological father and expect to have some responsibility for the child's upbringing:  
or
- The mother is your partner and you expect to have main responsibility with her for your child's upbringing.

- On the adoption of a child, where you expect to have the main responsibility (with your partner) for the child's upbringing.
- On the birth of a child to a surrogate mother and either you or your partner is one of the biological parents of the child, and you anticipate obtaining a parental order that will grant both you and your partner responsibility for the child.
- 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.

In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead. Only one parent can take adoption leave, so you should discuss this with your partner. You cannot take both paternity leave and adoption leave.

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. 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.

### **19.3 Maternity Support Leave – timing and eligibility**

Maternity support leave is up to 1 week with full pay and must be taken as one period at a time mutually agreed by you and your line manager/Headteacher

Maternity support leave can be taken from the date of the child's birth or adoption placement, but must end:

- In birth cases, within 52 weeks of the child's birth or, if they were born before the first day of the Expected Week of Childbirth, within 52 weeks of the first day of the Expected Week of Childbirth.
- In adoption cases, within 52 weeks of the child's placement.

You may combine maternity support leave with up to 1 additional week of paternity leave (if eligible) to give a total of 2 weeks' paternity leave.

Maternity support leave is only available if you are a member of support staff who is covered by the National Joint Council (NJC) Conditions of Service, and you are either:

- The child's father.
- The partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

Maternity support leave is available to both men and women. Teachers are not eligible for maternity support leave.

### **19.4 Neonatal Care Leave**

If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of 7 consecutive days, you may also be entitled to neonatal care leave and pay, which can be taken after your paternity leave. For further information please refer to our neonatal care leave policy.

### **19.5 Still birth and Neonatal Loss**

If eligible, you are entitled to paternity leave and if eligible, pay, in accordance with this policy if your child is stillborn after 24 weeks of pregnancy or born alive, at any stage of pregnancy, but does not survive (neonatal loss). However, you may have less time in which to take your paternity leave as detailed below.

### 19.6 Paternity Leave – Timing and Eligibility

Paternity leave must be taken as either:

- A single period of leave of either 1 or 2 weeks.
- Two non-consecutive periods of leave of a week each.

Paternity leave can be taken from the date of the child's birth or adoption placement, or a later date of your choosing, but must end:

- In birth cases, within 52 weeks of the child's birth or, if they were born before the first day of the Expected Week of Childbirth, within 52 weeks of the first day of the Expected Week of Childbirth.
- In adoption cases, within 52 weeks of the child's placement.

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

You have been continuously employed by us for at least 26 weeks' ending with:

- In birth cases, the 15th week before the Expected Week of Childbirth.
- In adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child.

You:

- Are the biological father of the child.
- Have been matched with a child by an adoption agency.
- Have had a child placed with you by a local authority under a fostering for adoption arrangement.
- Are the spouse, civil partner or partner of the child's mother.
- Are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency.
- Your spouse, civil partner or partner is one of the child's biological parents on the birth of a child to a surrogate mother, and you expect to obtain a parental order giving you and/or your partner responsibility for the child.
- Are the spouse, civil partner or partner of a child placed with you by a local authority under a fostering for adoption arrangement.

You:

- Expect to have main responsibility (with the child's mother or your partner) for the child's upbringing.
- Are the child's biological father and you are expecting to have some responsibility for the child's upbringing.
- Are taking leave for the purpose of caring for the child, or supporting the child's mother or your partner in caring for the child.

### 19.7 Notification of Paternity Leave

If you are eligible and wish to take paternity leave or maternity support leave in relation to a child's birth or the adoption of a child, you must give us notice in writing of your intention to do so by the end of the Qualifying Week or no more than 7 days after you and/or your partner were notified by the adoption agency of having been matched with the child or, if this is not possible, as soon as you can.

You must confirm:

- The Expected Week of Childbirth or the date on which you and your partner were notified of having been matched with the child, together with the Expected Placement Date.
- You meet the statutory conditions for entitlement to Statutory Paternity Leave (see paragraph 0 above) by providing a signed declaration.

You can choose to start your leave on:

- The day of the child's birth or the day on which the child is placed with you or the adopter.
- A day which is a specified number of days after the child's birth or placement.
- A specific date later than the first date of the Expected Week of Childbirth or the Expected Placement Date.

For each period of leave you intend to take, you must give us notice in writing at least 28 days before the first day you have chosen in respect of the above options (see paragraph 0) or, if a domestic adoption, notice period no more than 7 days after you and/or your partner were notified of having been matched with the child or, if this is not possible, as soon as you can.

You must confirm:

- Whether you intend to take 1 week's leave or 2 consecutive weeks' leave;
- Whether this will be paternity leave, maternity support leave or a combination of paternity leave and maternity support leave.
- When you would like to start your leave.

After initial notice has been provided, you may vary these dates to take the leave at a later stage to best suit the needs of your family by giving at least 28 days' notice in writing. You must include confirmation that the new period of leave is to care for the child or support the mother or adopter in caring for the child within the written notice.

You will still be able to take paternity leave on your chosen dates if your child dies or is stillborn, if an adoption placement is ended, or (in surrogacy cases) if a parental order is not sought within six months of birth or an application for a parental order is refused. If you wish to vary the dates you have chosen for your paternity leave period, please speak to your manager or HR. If you have not already notified us of your chosen dates before one of these events occurs, you may still choose to take paternity leave, but it must be taken within the next eight weeks. You may also be entitled to take parental bereavement leave (see our Leave of Absence Policy0).

## 19.8 Changing the Dates of Paternity Leave or Cancelling Leave

Where you are to take paternity leave in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph **Error! Reference source not found.** This notice should be given:

- Where you wish to vary your leave to start on the day of the child's birth/placement, at least 28 days before the first day of the Expected Week of Childbirth/Expected Placement Date.

- Where you wish to vary your leave to start a specified number of days after the child's birth/placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth/Expected Placement Date.
- Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

If you are unable to give us 28 days' written notice of the wish to vary the start of your leave, as set out above, you should give us written notice of the change as soon as you can.

You can cancel a period of leave by giving us written notice at least 28 days before the start date or as soon as you reasonably can.

### 19.9 Statutory Paternity Pay

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.

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 visit [www.gov.uk/paternity-pay-leave](http://www.gov.uk/paternity-pay-leave) or contact your HR Officer.

### 19.10 Enhanced Paternity Pay

You will qualify for enhanced paternity pay if you have been continuously employed during the 12-month period ending with the Qualifying Week and have not received any enhanced paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12-month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during paternity leave and includes any SPP that may be due for that period.

To receive enhanced paternity pay, you must confirm in writing that you intend to return to work for at least 3 months after your paternity leave (and any shared parental leave in respect of the same child), and you agree that you will repay any enhanced paternity pay (not SPP) if later you decide that you will not return and complete the minimum period agreed.

### 19.11 Terms and conditions during paternity leave and maternity support leave

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

- Benefits in kind such as life insurance and health insurance shall continue.
- Annual leave entitlement under your contract shall continue to accrue where applicable.
- Pension benefits shall continue.

### 19.12 Annual Leave

All staff continue to accrue annual leave during paternity leave at the rate provided under their contract of employment.

### 19.13 Teachers

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

#### **19.14 Support staff – term time only/term time plus**

The salary calculation for support staff contracted to work term time only, or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your paternity leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the paternity leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager or Headteacher.

#### **19.15 Support Staff – full year working**

Annual leave entitlement will continue to accrue at the rate provided under your contract. If you are taking a period of paternity leave which will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over to the next holiday year and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carryover to 1 week's holiday or less. Carryover of more than 1 week is at your manager's discretion. Please 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. Our holiday year runs from [1 September to 31 August].

#### **19.16 Pensions**

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

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

#### **19.17 Returning to Work**

You are normally entitled to return to work following maternity support leave or paternity 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.

However, if you have taken paternity leave straight after or straight before a period of parental leave of more than 4 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.

If you are also taking shared parental leave in respect of the same child, see [shared parental leave and pay](#) for information about rights on return to work.

#### **19.18 Requests to Change your Working Pattern**

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our flexible working policy. We will try to accommodate your wishes, unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

#### **19.19 Deciding Not to Return**

If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return, you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

## 20 Adoption Leave and Pay Policy

### 20.1 Introduction

This section outlines the statutory rights and responsibilities of employees who adopt, foster a child with a view to possible adoption, or have a child through a surrogate mother<sup>2</sup>.

### 20.2 Entitlement to Adoption Leave

All employees, regardless of hours worked or length of service, are entitled to up to 52 weeks' adoption leave, which is divided into:

- Ordinary adoption leave of 26 weeks (OAL).
- Additional adoption leave of a further 26 weeks immediately following OAL (AAL).
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Adoption leave is only available if you are a local authority foster parent who has been approved as a prospective adopter or you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 5). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

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

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

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

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

- A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
- You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within 6 months of the child's birth.

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

### 20.3 Neonatal Care Leave

If your child receives neonatal care that starts within 28 days of birth and lasts for a minimum of 7 consecutive days after the child has been placed with you, you may also be entitled to neonatal care leave and pay, which can be taken after your adoption leave. For further information please refer to our neonatal care leave policy.

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<sup>2</sup> Please note: Every pregnant employee has the right to 52 weeks' maternity leave and to return to their job after this. [Section A — maternity Leave and Pay](#) will apply to surrogate mothers, even if they are not genetically related to the baby.

## 20.4 Time Off for Adoption Appointments

You are entitled to take time off during your working hours to attend adoption appointments that take place after an adoption agency has notified you that a child is or is expected to be placed with you for adoption. These appointments must be made by an adoption agency:

- So that you can have contact with that child.
- For any other purpose connected with that adoption.

Agency workers who have completed their 12-week qualifying period in the same role, with no breaks during or between assignments, and who meet the criteria at 0 have the same right to attend.

You are entitled to paid time off to attend up to five appointments lasting no more than 6½ hours (including travel and waiting time) each during working hours if you are:

- Adopting on your own.
- Adopting as part of a couple and have been elected as the main adopter.

You will be entitled to unpaid time off to attend up to two appointments lasting no more than 6½ hours each during working hours if you are adopting a child as part of a couple and have not been elected as the main adopter.

If you are eligible and wish to take time off for this purpose, you must provide us with a signed employee declaration confirming:

- That you wish to take time off to attend an adoption appointment that has been made by or at the request of the adoption agency.
- The date and time of the appointment.
- Whether you are adopting a child alone or jointly with another person.
- If you're adopting with another person, whether you are electing to take paid or unpaid time off.

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

You should try to give us as much notice as possible of the appointment and, wherever possible, try to arrange them as near to the start or end of the working day.

## 20.5 Notification of Intention to Take Leave

You must give us notice in writing of:

- The Expected Placement Date.
- Your Intended Start Date for adoption leave (Intended Start Date).

This notice should be given not more than 7 days after the agency or local authority notified you in writing that it has matched you with a child.

At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- A matching certificate from the adoption agency confirming:  
The agency's name and address.

The date you were notified of the match.  
The Expected Placement Date.

- Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

We will write to you within 28 days to confirm the date you would be due to return to work, based on you taking your full entitlement to adoption leave.

In relation to surrogacy, 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. You must also complete a declaration confirming your entitlement. 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. When the child is born you must tell us the date of birth.

## 20.6 Overseas Adoptions

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

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

You must give us notice in writing of:

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

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

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

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

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

## 20.7 Starting Adoption Leave

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.

You must notify us of your Intended Start Date in accordance with paragraph **Error! Reference source not found.** We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

Shortly before your adoption leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training, and work-related social events.

In relation to surrogacy, 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.

## 20.8 Statutory Adoption Pay

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 at the end of your Qualifying Week and are still employed by us during that week.
- Your average weekly earnings during the 8 weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government.
- You have given us the relevant notifications under paragraph **Error! Reference source not found.**

SAP is calculated as follows:

- First 6 weeks: SAP is paid at the earnings related rate of 90% of your average earnings over the Relevant Period.
- Remaining 33 weeks: SAP 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.

SAP accrues with each complete week of absence, but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

If you leave employment for any reason (for example, if you resign or are made redundant), you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- fourteen days before the Expected Placement Date; or
- the day after your employment ends,

whichever is the later.

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

## 20.9 Enhanced Adoption Leave Policy

**OPTIONAL** You will qualify for enhanced adoption pay if you have been continuously employed during the 12-month period ending with the Qualifying Week and have not received any enhanced paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12-month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during paternity leave and includes any SPP that may be due for that period.

To receive enhanced adoption pay, you must confirm in writing that you intend to return to work for at least 3 months after your adoption leave (and any shared parental leave in respect of the same child), and you agree that you will repay any enhanced adoption pay (not SAP) if later you decide that you will not return and complete the minimum period agreed.

#### **20.10 Terms and Conditions During OAL and AAL**

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 such as life insurance and health insurance shall continue.
- Annual leave entitlement under your contract shall continue to accrue where applicable (see paragraph 20.11, Annual leave).
- Pension benefits shall continue (see paragraph 20.15, Pensions).

#### **20.11 Annual Leave**

All staff continue to accrue annual leave during OAL and AAL at the rate provided under your contract of employment.

#### **20.12 Teachers**

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave, except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager/Headteacher.

#### **20.13 Support Staff – Term Time Only/Term Time Plus**

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks includes proportionate annual leave entitlement, and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your adoption leave. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the adoption leave period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement; you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager/Headteacher.

#### **20.14 Support Staff – Full Working Year**

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carryover to 1 week's holiday or less. Carryover of more than 1 week is at your manager's discretion. Please 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. Our holiday year runs from 1 September to 31 August.

### **20.15 Pensions**

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

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

### **20.16 Redundancy Situations During or After Adoption Leave**

If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

If your role is affected by a redundancy situation and you are on adoption leave or you have returned to work from leave and are within 18 months from the date the child is placed with you for adoption or the date the child enters Great Britain if adopting from overseas, you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available.

### **20.17 Disrupted Adoption**

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.
- The child dies after placement.

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.

In the event of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further 8 weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

### **20.18 Keeping in Touch**

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

You may work (including attending training) on up to 10 keeping in touch (KIT) days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager/Headteacher.

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.
- Any changes to working arrangements (for example, if you have made a request to work part time). See, Requests to change your working pattern.

### **20.19 Expected Return Date**

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 changes, we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraphs 20.20, 20.21 and 20.22). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

### **20.20 Returning Early**

If you wish to return to work earlier than the Expected Return Date, you must give us at least 8 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 4 weeks (or 8 weeks, as appropriate) after you gave notice or to the Expected Return Date, if sooner.

### **20.21 Returning Late**

If you wish to return later than the Expected Return Date, you should request unpaid parental leave in accordance with Section 21 Parental Leave Policy, giving us as much notice as possible but not less than 21 days. Alternatively, staff who have annual leave entitlement remaining (where applicable) may request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

In any other case, late return will be treated as unauthorised absence.

### **20.22 Deciding Not to Return**

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.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SAP.

### **20.23 Your Rights When You Return**

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.

However, if you have taken any period of AAL or more than 4 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.

### **20.24 Requests To Change Your Working Pattern**

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

### **20.25 Shared Parental Leave**

In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme, which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.

You would need to give us at least 8 weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least 2 weeks' adoption leave. You would then be able to share any remaining leave with your partner. See [Shared parental leave](#), for further details.

## 21 Parental Leave Policy

### 21.1 Introduction

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.

This section of the policy reflects the statutory right of employees with at least 1 year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

### 21.2 Entitlement to Parental Leave

Employees who fulfil the criteria set out in this paragraph (below) are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out below.

Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your line manager/Headteacher.

To take a period of parental leave in relation to a child, you must:

- Have at least 1 year's continuous employment.
- Have or expect to have responsibility for the child.
- Be taking the leave to spend time with or otherwise care for the child.

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.
- Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian or a stepparent who has a parental responsibility agreement or parental responsibility order.

### 21.3 Timing of Parental Leave

You can take parental leave for each child and adopted child up to their 18th birthday.

You are only entitled to take no more than 4 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.

Unless the leave is to be taken in respect of a disabled child, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

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.

### 21.4 Notification Requirements

You must give your line manager/Headteacher 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.
- 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.

If you wish to take a period of parental leave immediately after a period of paternity leave, it would be helpful if you could give your line manager/Headteacher 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 7 days before your period of 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

### 21.5 Evidential Requirements

Before you take a period of parental leave under this policy, you must provide us with 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.

For details of what evidence is required in your particular circumstances or if you have difficulties obtaining the evidence, please contact your line manager/Headteacher.

### 21.6 Our Right to Postpone Parental Leave

Where you give notice, in accordance with paragraph **Error! Reference source not found.**, of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

We might postpone a proposed period of parental leave for up to 6 months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

- You wish to take parental leave during a peak period.
- A number of employees wish to take parental leave at the same time.
- Your work is of importance to a time-critical project.
- Cover for your work cannot be found before the date on which your parental leave is due to start.

If we decide to postpone your parental leave, we shall:

- Consult you about the date to which the leave might be postponed.
- No more than 7 days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

### 21.7 Terms and Conditions During Parental Leave

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation, and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.

During parental leave, you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

### **21.8 Pensions – Teaching Staff**

During any period of unpaid parental leave, we shall not make any employer pension contributions, and the period shall not count as pensionable service. You do not have the option of paying contributions during any period of unpaid parental leave, but you can purchase additional pension on top of your normal contributions in multiples of £250 up to a maximum set by Teachers' Pensions.

### **21.9 Pensions – Support Staff**

LGPS membership continues to build up during the first 30 days of any period of unpaid leave, including parental leave, as long as you pay the pension contributions that you would have paid had you been at work. After the first 30 days, the period will not count as pensionable service. You may, if you wish, elect to pay contributions for the period of your absence. If you choose not to, you will not build up any membership for this period and this will affect your pension benefits.

### **21.10 Returning to Work**

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.

However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than 4 weeks or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.

We will deal with any requests by employees 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.

### **21.11 Abuse of This Policy**

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our disciplinary procedure.

## 22 Shared Parental Leave and Pay Policy

### 22.1 Introduction

This section outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

This section applies to employees. It does not apply to agency workers or self-employed contractors.

### 22.2 What is Shared Parental Leave?

Shared parental leave (SPL) is a form of leave available to working parents following the birth or adoption of a child.

SPL allows parents, and partners in certain circumstances (see below), to take up to 52 weeks leave in total on the birth or adoption of a child. You may be able to take this leave at the same time or at different times. Up to 50 weeks of this leave may be designated as SPL. Assuming you are both eligible, you and your partner can choose how you split that leave between you. You may be able to take this leave at the same time or at different times. You may also be able to take it in more than one block.

SPL must be taken in the first 52 weeks of the child's birth or adoption.

If you choose to take SPL, then any period of maternity or adoption leave being taken in respect of the child will end.

### 22.3 Entitlement to SPL When a Child is Born

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 your partner, if the father is not your partner).
- You are the child's father and share the main responsibility for the care of the child with the child's mother.
- 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).

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.
- 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.

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).

If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until 2 weeks after birth.

If you are the child's father or the mother's partner, you should consider using your 2 weeks' paternity leave before taking SPL (see 19 Paternity Leave Policy). Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

#### **22.4 Entitlement to SPL When a Child is Adopted**

You may be entitled to SPL if:

- A UK adoption agency has placed a child with you and/or your partner for adoption.
- Where a child in local authority care is placed with you and/or your partner as foster parent with a view to possible adoption under a fostering for adoption or concurrent planning scheme.
- You adopt a child from overseas with UK government approval.
- You have a child with a surrogate mother and the court has made or is expected to make a parental order.

You must intend to share the main responsibility for the care of the child with your partner.

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.
- 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).

Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least 2 weeks of adoption leave and/or pay.

If your partner is taking adoption leave and/or claiming SAP, you may be entitled to 2 weeks' paternity leave and pay (see 19 Paternity Leave and Pay 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.

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).

#### **22.5 Opting in to Shared Parental Leave and Pay**

Not less than 8 weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving the information in below as appropriate.

When a child is born:

- Your name and your partner's name.
- 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 much of the available SPL 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).
- 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 much of that 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.
- Declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

When a child is adopted:

- Your name and your partner's name.
- In a UK adoption scenario, please provide the date the adoption agency notified you of a match, the expected date of placement, and the actual date of placement. If the child has not yet been placed with you, submit the actual date of placement as soon as possible before you commence shared parental leave (SPL).
- For overseas adoptions, please provide the date you received official notification and the date the child arrived in Great Britain for adoption purposes. If the child has not yet arrived in Great Britain, submit the actual date of entry as soon as possible before commencing shared parental leave (SPL).
- In a surrogacy case, please provide the Expected Week of Childbirth (EWC), the actual date of birth and the date the parental order was made, if it has already been issued. If the child has not yet been born, submit the actual date of birth as soon as possible before you commence shared parental leave (SPL).
- If you are taking adoption leave, your adoption leave start and end dates.
- 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.
- 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.
- 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).
- 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).
- 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).
- 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.
- Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 22.6 Ending Your Maternity or Adoption Leave

If you choose to take SPL, then the maternity or adoption leave that you, your partner or the other parent are taking will come to an end. This is called curtailment.

If you are still on maternity leave or adoption leave, you must give us at least 8 weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or your child is placed, but you cannot end your maternity or adoption leave until at least 2 weeks after the birth or placement.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the child's other parent or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice. The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is usually binding and cannot be revoked. You can only revoke a curtailment notice if maternity or adoption leave has not yet ended and one of the following applies:

- If you realise that neither you nor the other parent is, in fact, eligible for SPL or ShPP, you can revoke the curtailment notice in writing up to 8 weeks after it was given;
- (Birth only) if you gave the curtailment notice before giving birth, you can revoke it in writing up to 8 weeks after it was given or up to 6 weeks after birth, whichever is later.
- If your partner has died.

Once you revoke a curtailment notice you cannot submit a second curtailment notice unless the revocation was given in the circumstances of 'Birth Only' above.

## **22.7 Ending the Mother's Maternity Leave or Your Partner's Adoption Leave**

When a child is born, 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 the mother 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).
- Given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).

When a child is adopted, 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.
- Given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## **22.8 Evidence of Entitlement**

You must also provide, on request:

- a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); OR

- in a UK adoption case, one or more documents from the adoption agency showing the agency's name and address and the expected placement date; OR
- in an overseas adoption case, a copy of your Official Notification; OR
- in a surrogacy case, the Parental Order from the court (if it has been granted); AND
- the name and address of the other parent's/partner's employer (or a declaration that they have no employer).

## 22.9 Notifying Us of Your SPL Dates

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least 8 weeks before the start of your leave. If the child has not been born or placed with you yet, it can state the number of days after birth or placement 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 or date of placement and wish to take SPL straight afterwards. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

Leave must be taken in blocks of at least 1 week.

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.

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.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of shared parental leave (although, if you give notice to vary or cancel a period of leave, this will in most cases count as a further period of leave notice).

## 22.10 Procedure for Requesting Discontinuous (Split) Periods of SPL

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your line manager/Headteacher in advance of submitting any formal period of leave notices; this will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least 8 weeks before the requested start date. If we are unable to agree to your request straightaway, there will be a 2-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of 4 weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

- Choose a new start date (which must be at least 8 weeks after your original period of leave notice was given) and tell us within 5 days of the end of the 2-week discussion period.
- Withdraw your period of leave notice within 2 days of the end of the 2-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## 22.11 Changing the Date or Cancelling Your SPL

You can cancel a period of leave by notifying us in writing at least 8 weeks before the start date in the period of leave notice.

You can change the dates for a period of leave by giving us at least 8 weeks' notice before the original start date or the new start date, whichever is earlier.

You can change the end date for a period of leave by notifying us in writing at least 8 weeks before the original end date or the new end date, whichever is earlier.

You can change split periods of leave into a single continuous period of leave by notifying us in writing at least 8 weeks before the start date.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 210 and paragraph 21.0, above which set out how much notice is required for the request. We will consider any such request as set out in this policy.

You do not need to give 8 weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC where you wanted to start your SPL a certain length of time (but not more than 8 weeks) after birth; in such cases, please notify us in writing of the change as soon as you can.

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

- The variation is a result of your child being born or placed earlier or later than the EWC or expected placement date.
- You are cancelling a request for discontinuous leave within 2 days of the end of the 2-week discussion period under paragraph 21.0.
- The variation is at our request.
- We agree otherwise.

### **22.12 Shared Parental Pay**

ShPP of up to 39 weeks (less any weeks of SMP or SAP claimed by you or the other parent/eligible partner) may be available 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.

### **22.13 Other Terms During Shared Parental Leave**

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

- Benefits in kind, such as life insurance and health insurance, shall continue.
- Annual leave entitlement under your contract shall continue to accrue where applicable (see below, Annual Leave).
- Pension benefits shall continue (see below, Pensions).

### **22.14 Pensions**

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

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

### **22.15 Annual Leave**

All staff continue to accrue annual leave during SPL at the rate provided under your contract of employment.

### **22.16 Teachers**

The salary calculation for teaching staff includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your Headteacher.

### **22.17 Support Staff- Term Time Only/Term Time Plus**

The salary calculation for support staff contracted to work term time only or term time plus additional working weeks, includes proportionate annual leave entitlement and there is no entitlement to annual leave except during school closure periods.

Your accrued annual leave entitlement will be offset by any period of school closure that occurs in the leave year before and after your SPL. Usually, there will be sufficient time within the school closure periods to accommodate the outstanding annual leave entitlement that you have accrued during the SPL period. However, on the rare occasions that there are insufficient school closure periods to accommodate your outstanding annual leave entitlement, you will be entitled to take any remaining leave during term time at a time mutually agreed with your line manager/Headteacher.

### **22.18 Support Staff – Full Working Year**

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. You should try to limit carryover to 1 week's holiday or less. Carryover of more than 1 week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager. Our holiday year runs from [1 September to 31 August].

### **22.19 Redundancy Situations During or After Shared Parental Leave**

If your role is affected by a redundancy situation during your leave, we will write to you to inform you of any proposals and will invite you to a meeting as part of the process before any final decision is reached in respect of any redundancies.

If your role is affected by a redundancy situation and you are on shared parental leave or you have returned to work from leave of a period of at least 6 consecutive weeks of shared parental leave and are within an additional protected period of 18 months from the child's date of birth, you shall be offered a suitable alternative vacancy that is appropriate to your skills, if one is available.

### **22.20 Keeping in Touch**

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.

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. The arrangements, including pay, would be set by agreement with your line manager/Headteacher.

KIT days are not compulsory and must be discussed and agreed with your line manager/Headteacher.

### **22.21 Returning To Work**

If you want to end a period of SPL early, you must give us 8 weeks' prior notice of the return date. You should give this notice in writing. If you have already given us three period of leave notices, you will not be able to end your SPL early without our agreement.

If you have unused SPL entitlement remaining and want to extend your SPL, you must submit a new period of leave notice at least 8 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. If you are unable to request more SPL, you may be able to request annual leave or ordinary parental leave (see section 21. Shared Parental Leave Policy.) which will be subject to business need.

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, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively).
- If you took SPL consecutively with more than 4 weeks of parental leave (under our parental leave policy).

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.

If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract. This will have an impact on your entitlement to occupational shared parental pay.

## 23 Domestic Incident Leave Policy

**Purpose:** This policy is intended to provide guidance on your statutory entitlement to domestic incident leave.

**Entitlement:** You are entitled to three days paid leave from work in any rolling 12 month period where this is necessary to cover emergencies or unforeseen situations. The Trust recognises the following as constituting a situation entitling you to a period of leave:

- the sudden injury or illness of a dependant, or where a dependant is assaulted.
- when a dependant gives birth.
- the unexpected cancellation of childcare arrangements.
- the death of a dependant necessitating arrangements for and attendance at the funeral.
- the unexpected breakdown in care arrangements for a dependant.
- the birth of a child for whom you have parental responsibility.

**Other reasons:** Any request for leave for a reason not included in the paragraph above will be considered by the Academy.

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

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

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

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

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

## 24 Compassionate Leave and Leave in Other Prescribed Circumstances Policy

**Purpose:** This policy is intended to provide guidance on the Trust's discretionary right to allow you to take paid leave in the event of a death of someone close to you and paid or unpaid leave in other prescribed circumstances.

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

Person	Entitlement
Death of a spouse, civil partner, partner, child or parent	Up to five working days
Death of another relative	One day

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

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

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

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

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

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

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

As soon as you are aware that you will require time off for performance of a public service you should notify the Headteacher in writing, providing full details of the time off that is being requested and the

reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time; and

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

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

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

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

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

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

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

**Carers Leave:** Employees have a statutory right to take one week of unpaid leave in any rolling 12-month period to provide or arrange care for a dependent with a long-term need. This applies from the commencement of employment with the Trust.

You will continue to be paid your normal rate of pay while taking carer's leave under this policy for the first 3 days.

All other benefits will remain in place. For example, holiday entitlement continues to accrue. Pension contributions will continue to be paid.]

A long-term need is defined as:

- illness or injury (physical or mental) that requires, or is likely to require, care for more than three months.
- a disability for the purposes of the Equality Act 2010; or
- requiring care for a reason connected with old age.

A dependant for the purposes of this policy is:

- an employee's spouse, civil partner, parent or child.
- a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
- anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in other prescribed circumstances as above.

The minimum amount of Carer's Leave an employee can request in a 12-month rolling period is half a working day. The maximum period of leave that can be requested is one week. The days requested do not have to be consecutive.

Employees must give either twice as many days' notice as the length of leave being requested, or 3 days' notice (whichever is the longer).

The Trust will postpone your carer's leave if the running of the School will be unduly disrupted by your absence. However, you will be permitted to take the requested amount of leave within one month of your original request. If leave is postponed, this will be confirmed in writing within seven days of your request in a written counter notice. This will explain the reason for the postponement and the revised dates that Carer's Leave can be taken.

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

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

## 25 Flexible Working Policy

### 25.1 Introduction

**Purpose:** This policy is intended to provide guidance on your statutory entitlement to request flexible working. It also allows any employee to make such a request informally without following the statutory procedure. The Academy will consider all requests in a reasonable manner and in accordance with this policy. In this context, the Trust will also comply with its Equal Opportunities Policy as contained within this Manual.

**Timeframes:** Requests will be considered and a decision reached within two months from receipt of the Request, unless mutually agreed otherwise. The timeframes set out in this policy are otherwise indicative only and may be extended or varied at the Academy's reasonable discretion.

**Consideration:** The Academy will consider each flexible working Request on a case by case basis. The fact that the Academy has been able to agree one Request does not necessarily mean that the Academy will be able to agree future Requests.

### 25.2 Right to Request Flexible Working

**Entitlement:** From the first day of employment, employees have the statutory right to request a change to one or more of the terms and conditions of employment referred to in the paragraphs below (**Request**).

**Request:** You are only able to make two requests in a 12 month period.

**Non-eligible staff:** Although you will not have the right to make a Request if you do not meet the above criteria, the Academy will still carefully consider a Request to change one or more of the terms and conditions of employment. You should make your Request in writing to the Headteacher or your line manager if you are not based in an Academy.

**Type of request:** Your Request must relate to one or more of the following terms and conditions of employment:

- your hours of work
- your times of work; and
- whether you carry out work from home or your normal place of work.

Employees should be aware that changes to working hours will affect pay and other benefits, for example pension, annual leave entitlement.

**A Request:** A Request should be made in writing by completing the Flexible Working Request Form and passing it to the Headteacher or your line manager if you are not based in an Academy.

**Consultation meeting:** As soon as possible, but in any event usually within 14 days of your Request being received by the Academy, the Academy shall either notify you in writing that your Request has been agreed, stating the variation agreed to and the date from which it is to take effect, or a meeting shall be held to discuss your Request (**Consultation Meeting**). The Consultation Meeting will normally be held by the Headteacher where the HR Team will support. The meeting will normally be held at the Academy during working hours unless this is not convenient to either you or the Academy.

The meeting will be used to discuss the working arrangements you have requested. During the meeting we will jointly consider and discuss any alternative flexible working options that may be available and suitable for both you and the organisation if the original request cannot be met.

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

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

**Grounds for refusal:** Your Request (and your appeal) may be refused where the Academy considers that one or more of the following grounds apply:

- the Request would, if agreed, impose a burden of additional costs on the Academy.
- the Request would, if agreed, have a detrimental effect on the ability to meet parents', guardians' or carers' or pupils' demands.
- the Academy is unable to reorganise work among existing staff.
- the Academy is unable to recruit additional staff.
- the Request would, if agreed, result in a detrimental impact on the level of quality at the Academy.
- the Request would, if agreed, result in a detrimental impact on the level of performance at the Academy.
- the work available to be done during the periods you propose to work under your Request would be insufficient; and
- planned structural changes mean that the Academy cannot agree to your Request.

**Existing working arrangements:** If existing flexible working arrangements within the Academy mean that it will be difficult to agree a Request, the Academy will consider whether it is appropriate in the circumstances to ask other staff if they wish to volunteer changing their own working arrangements.

**Notification of decision:** As soon as possible, but in any event usually within 14 days of the Consultation Meeting, the Academy will notify you in writing of the decision. Where the Academy agrees to your Request, the Academy will also confirm the variation agreed to and the date from which it is to take effect and also whether a trial period will be applicable. Where your Request is not agreed, the Academy will also confirm the grounds for refusal, explaining why the grounds apply in the circumstances and also confirm your right to appeal.

Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You will only be able to make one other formal request until 12 months after the date of your most recent request.

### 25.3 Appeal

**Your right to appeal:** You have the right to appeal the Academy's decision not to agree to your Request. Such an appeal must be exercised in writing within 10 working days after the day the Academy's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Headteacher.

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

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

**Notification of appeal decision:** The Academy will notify you in writing of its decision on your appeal as soon as possible, but in any event usually within 10 working days of the appeal meeting. Where the Academy upholds your appeal, the Academy will also specify the variation agreed to and the date from which it is to take effect. Where your appeal is rejected, the Academy will also confirm the grounds for refusal and explain why the grounds apply in the circumstances.

#### 25.4 Retention and Data Protection

As part of the application of this policy, the Trust may collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of Data Protection Legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time. Records will be kept in accordance with our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of the **Data Protection Legislation**.

#### 25.5 General

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

## 26 Appraisal Policy

### 26.1 Introduction

**Purpose of appraisal:** The appraisal process in the Trust will be a supportive process designed to ensure that teaching and support staff have the skills and support they need to carry out their role effectively. It will help to ensure that staff are able to continue to improve their professional practice and to develop. It will assist in developing staff resources in a systematic way. The Trust and all of its Academies are committed to implementing effective measures to monitor the performance of staff and their development.

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

**Flexibility:** Teaching staff who are employed on a fixed term contract of less than one year will have their performance reviewed in line with the principles set out in this policy. This procedure does not have contractual effect. There may be occasions when the Trust considers it appropriate to change or omit parts of the procedure.

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

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

The appraisal period will run for 12 months from September to August .

Employees who are employed on a fixed-term contract of less than 1 year but more than 1 term will have their performance managed in accordance with the principles underpinning this policy. The length of the period and employee's objectives will be determined by the duration of their contract. Employees who are within their probationary period will have their performance managed in accordance with the probationary policy; however, the appraisal principles set out in this policy will still apply.

### 26.2 Appointing Appraisers

The Headteacher will be appraised by the Governors and Academy Improvement Team. This has been delegated to a sub-group of two governors.

The Headteacher of the school will decide who will appraise all other employees.

Employees will be notified of whom their appraiser will be before or as soon as practicable after the start of each appraisal period.

### 26.3 Key stages to appraisal process

**Preparation:** Both the appraiser and the appraisee must prepare for the appraisal meeting in advance. The appraiser will gather information on performance. For teaching staff, may include (but is not limited to) a review of their personnel file, attendance records, lesson planning, marking, schemes of work, feedback from pupils, peers (where appropriate) and parents, performance of the

department and the Academy as a whole. It will also include feedback from any lesson observations. For support staff, the appraiser will gather information on performance which may include (but is not limited to) a review of their personnel file, attendance records, performance of the department and the Academies as a whole. The appraisee should complete the self-appraisal form in order to facilitate their preparations for the meeting. Appraisers will seek feedback from heads of department, line managers or other staff as appropriate to ensure a full picture particularly where a member of staff holds more than one role.

**The appraisal meeting:** This will take the form of a formal review with your manager or line manager and will include consideration of the self-appraisal form prepared by you. An appraisal form will be completed by the appraiser during the meeting. The appraisal meeting should be led by you and will provide an opportunity to discuss your performance, the role, your goals and aspirations and any other issues which you would like to discuss. During the meeting, objectives will be set for the forthcoming year. These will be determined by the appraiser following consultation with you. Objectives will be linked to your own personal development, departmental objectives, the Academy's strategic plans and the Teachers' Standards (for teaching staff). The objectives will be recorded in the finalised appraisal form and a copy will be kept by both you and the Academy.

**Ongoing review and follow up:** Your objectives and progress will be reviewed during the year by your appraiser and review meetings will be held as appropriate. In the event that you are not meeting your objectives, this will be discussed with you and the Academy will offer appropriate support or training. The Academy reserves the right to vary or replace objectives during the year should circumstances change. Such as, but not limited to an employee going on maternity leave, or undergoing surgery / medical treatment, to take account of the anticipated absence and to allow for the employee to meet reduced and attainable objectives.

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

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

## 26.4 Setting Objectives

**SMART objectives:** The usual number of objectives each year will usually be three, and no more than six by agreement. The objectives set will be Specific, Measurable, Achievable, Realistic and Time constrained and will be appropriate to your role and level of experience. The appraiser will determine the objectives following consultation with you. Objectives may be revised if circumstances change.

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

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

## 26.5 Reviewing Performance Throughout the Year

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

**Observation:** For teaching staff, the ongoing review will include lesson observation. Observation will be carried out in a supportive fashion and may be planned or on a 'drop in' basis. The number of observations will be set by the Academy and will vary depending on the circumstances. Classroom observations for teachers will usually be carried out by those with QTS and for teaching assistants by those with QTS or a HLTA.

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

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

## 26.6 Feedback

Within this Trust employees will receive constructive feedback on their performance throughout the year, and as soon as practicable after an observation has taken place (where applicable) or other evidence has come to light. Feedback should highlight particular areas of strength, as well as any areas that require further development; often, this can resolve issues without the need for any formal action.

Feedback will also be sought from relevant employees within the Trust; for example, a teacher may be asked to provide feedback on a teaching assistant who works with them.

Where there are concerns about any aspects of an employee's performance the appraiser will meet the appraisee to:

- give clear feedback about the nature and seriousness of the concerns.
- give the appraisee the opportunity to comment and discuss the concerns.
- find out if there are any issues (both in or outside of work) that are affecting their performance that the appraiser can assist with or provide support.
- set clear objectives for the required improvements and how these can be achieved.
- agree any support (for example coaching, mentoring, training, structured observations, observing others in a similar role etc), that will be provided to help address those specific concerns.
- make clear how, and by when, the appraiser will review progress either by setting new and clear objectives for required development which will be assessed during the review period or by revising current objectives, allowing sufficient time for improvement; the amount of time for this should reflect the seriousness of the concerns. This will be an informal review period and will be confirmed in an Action Plan; and
- explain the implications and process if no - or insufficient - improvement is made during the informal review period for example, and potential move to formal capability.

This meeting can happen at any time during the appraisal period. It is designed to be a supportive meeting to address issues early to avoid the matter escalating, giving the employee the opportunity to improve. At the meeting, the appraiser will present evidence collected that indicates that the employee's performance is not up to the required standard. There is no right to be accompanied to this meeting. Although this is part of an informal process, a note of the meeting will be made and a

copy given to the employee so that they are clear about the support they will be given, what improvements need to be made and the timescales.

An informal review period will follow this meeting; the length will be determined by the appraiser based on the individual circumstances of the situation but it should not be unduly long. During the informal review period, regular meetings should take place to ensure progress is being made and the agreed upon support is being provided.

At the end of this informal review period when progress is reviewed, if the appraiser is satisfied that the employee 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. If performance is improving and the appraiser feels that further time is required to monitor improving performance, the appraiser can decide to extend the informal review period but it should not be unduly long. If no or insufficient improvement is being made, then the process set out below (section 19) should be followed. It will be for the appraiser to decide which procedure will be followed.

## **26.7 Evidence**

Evidence supports the appraisal process. The range and level of evidence collected for appraisal purposes will always be proportionate and minimise workload.

## **26.8 All employees**

During the appraisal period, each employee has a responsibility for providing and/or identifying evidence of their progress throughout the year in order for them to identify any particular strengths or areas for further development at the interim and annual review meetings. The appraiser will then record the discussion on this evidence and make an assessment in the appraisal report.

## **26.9 Teachers**

In addition, a range of evidence should be available to the appraiser on a teacher's performance as part of the Trust's quality assurance processes. Evidence may include but is not limited to:

- Lesson observations (including "drop ins").
- Work scrutiny.
- Questionnaires (pupil or parent — where obtained).
- Planning scrutiny.
- Learning walks.
- Pupil feedback (where obtained).
- Tracking data of pupils' progress.
- Progress of individuals/groups.
- Evidence of meeting standards.
- Assessment of TLR.

## **26.10 Annual assessment**

Performance and development priorities will be reviewed and addressed throughout the process, and an interim appraisal meeting may take place at the mid-point of the cycle (April) to review performance and progress towards objectives. Any concerns will be noted, and an appropriate support plan will be put in place for the remainder of the cycle. The support plan will set out what improvement is required and what support will be provided.

Each employee's performance will be formally assessed in respect of each appraisal period. In assessing the performance of the headteacher, the governing body will work with the academy

improvement team. An annual assessment is the end point to the annual appraisal cycle and will formally assess each employee's performance in respect of that cycle. The employee will receive a written appraisal report as soon as practicable afterwards and by 31<sup>st</sup> October, and have the opportunity to comment on it in writing. The appraisal report will be a summary of the performance during the year and set out what the employee's development needs are for the next year. In particular, the report will include:

- Details of the objectives for the appraisal period in question.
- An assessment of performance of their roles and responsibilities against their objectives and any relevant standards.
- A summary of observation findings, if applicable.
- An assessment of training and professional development needs and identification of any action that should be taken to address them.
- Details of a discussion on wellbeing and workload and career progression/aspirations.

The assessment of performance and of professional development needs from each individual appraisal will inform the planning process for the following appraisal period for the whole Trust.

### 26.11 Transition to capability

Performance management is an ongoing process. If an employee demonstrates underperformance and has not responded to support provided within the appraisal process, the employee will be notified in writing that the appraisal system will no longer apply and that their performance will be managed under the capability policy, and they will be invited to a formal capability meeting.

### 26.12 General principles underlying this policy

**Confidentiality:** The appraisal process will be treated confidentially. However, the desire for confidentiality does not override the need for the Headteacher and Trust/governors to quality assure the operation and effectiveness of the appraisal system. In this Trust, the Headteacher, in conjunction with the senior leadership team, is responsible for reviewing objectives and written appraisal records in order to check consistency of approach and expectation between different appraisers.

**Consistency of treatment, fairness and respect:** The Trust are committed to ensuring consistency of treatment, fairness and respect. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for disabled employees. The governing body is aware of the guidance on the Equality Act 2010 issued by the Department for Education.

We will not tolerate abusive or insulting behaviour from anyone taking part in the appraisal process, and any such behaviour will be treated as potential misconduct.

**Monitoring and evaluation:** The Trust and Headteacher will monitor the operation and effectiveness of the appraisal arrangements. In developing, applying and evaluating this policy, we will monitor the impact on different groups of people with protected characteristics in line with the Trust's equal opportunities policy and our staff privacy notice. This will ensure that what we do is done fairly.

**Retention and data protection:** The Headteacher will ensure that all written appraisal records are retained in a secure place. As part of the application of this policy, the Trust may collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time. Records will be kept in accordance with our staff privacy

notice, our retention and destruction policy and in line with the requirements of data protection legislation.

### **26.13 Link to Capability Procedure**

Where serious concerns arise as part of the appraisal process or where there is a pattern of objectives not having been met, the Academy may instigate formal action under the capability procedure. There will normally be notification to the member of staff that the capability procedure will be instigated after a period of ten days.

## 27 Pay Policy

### 27.1 Section A – General Introduction

This policy sets out the framework for making decisions on employees' pay. It has been developed to comply with current legislation<sup>3</sup>, the requirements of the School Teachers' Pay and Conditions Document (STPCD), the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service ("Green Book") and in accordance with the principles of public life – objectivity, openness and accountability.

In adopting this pay policy the aim is to:

- achieve excellent outcomes for all students.
- maximise the quality of teaching and learning.
- support the recruitment and retention of a high quality workforce.
- enable us to recognise and reward staff appropriately for their contribution to the Trust.
- ensure that there is no pay discrimination in decision making and that decisions are based on evidence and can be justified.

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

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

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

### 27.2 Monitoring the Impact of the Policy

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

### 27.3 Review of Policy

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

### 27.4 Section B – Determining Teachers' Pay

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

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<sup>3</sup> Including the Employment Relations Act 1999, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

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

- the nature of the post.
- the level of qualifications, skills and experience required.
- market conditions.
- the wider Trust context and strategic priorities.

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

### **27.5 Pay Reviews**

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

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

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

### **27.6 Pay Progression**

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

All teachers (main, upper, unqualified, leading practitioners and leadership) will be eligible to be considered for pay progression within their range if they have at least twenty-six weeks (a year of employment in accordance with STPCD) continuous employment in the previous school year. As a guide, this means that if a teacher starts employment later than the last day of February in the previous school year, they will not be eligible to be considered for an increase in their salary until the following September. However, a review of their salary will still take place in line with paragraph 2 above, except that the outcome will be that they are not eligible for progression due to their length of service.

The Headteacher will consider their approach in the light of the school's budget and ensure that appropriate funding is allocated for pay progression at all levels]

Following the annual appraisal, a written pay recommendation is required for every teacher. These recommendations will be reviewed by Headteacher.

Teachers can expect to receive pay progression within the maximum of their pay range unless they are subject to capability procedures.

### **27.7 Main Pay Range for Teachers**

The main pay range within this Trust is from £31,916 - £43,352 per annum. Within this range this Trust has six reference points which are as follows:

<b>Point</b>	<b>Annual FTE salary</b>
1 (main pay range minimum)	32,916
2	34,823
3	37,101
4	39,556
5	42,057
6 (main pay range maximum)	43,352

**Pay progression for main pay range teachers:** Eligible main pay range teachers will be automatically considered for progression and no application will be necessary.

### 27.8 Upper Pay Range for Teachers

The upper pay range within this Trust is from £47,472 - £51,048 per annum. Within this range this Trust has three reference points which are as follows:

<b>Point</b>	<b>Annual FTE salary</b>
<i>1 (upper pay range minimum)</i>	47,472
2	49,232
<i>3 (upper pay range maximum)</i>	51,048

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

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

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

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

- consistently high quality teaching;
- evidence of coaching and supporting colleagues to achieve improved student outcomes;
- acting as a role model for Teaching & Learning;
- a commitment to personal development and CPD focused on improving outcomes for students;
- highly competent in all areas of the Teachers' Standards; and
- the contribution at this level must be substantial and sustained.

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

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

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

- the nature of the post and the responsibilities it entails;
- the level of qualifications, skills and experience of the teacher; and
- market forces.

If unsuccessful, feedback will be provided in writing by the Headteacher along with confirmation of the process for appeals.

**Pay progression for teachers within the upper pay range:** Once a teacher has moved on to the upper pay range, if eligible they will be automatically considered for further progression no more than once every two years and no application will be necessary.

Upper pay range teachers will progress by one point, until they reach the top of the range, if they can demonstrate and the Academy Standards and Ethos Committee is satisfied that there is evidence from the required period of continuing to meet the criteria at 5.5.

Additional progression may be considered for upper pay range teachers where performance is judged to be exceptional taking into consideration the criteria at 5.5 and where all objectives have been exceeded.

## 27.9 Pay Range for Unqualified Teachers

The unqualified teacher pay range within this Trust is from £22,601 - £35,259 per annum and has 6 pay points in line with the advisory points set out at Annex 4 of STPCD as follows:

Point	Annual FTE salary
1 (unqualified teacher pay range minimum)	22,601
2	25,193
3	27,785
4	30,071
5	32,667
6 (unqualified teacher pay range maximum)	35,259

**Pay progression for unqualified teachers:** Eligible unqualified teachers will be automatically considered for further progression and no application will be necessary.

## 27.10 Pay Ranges for Leading Practitioner Posts

Leading practitioner posts have the primary purpose of modelling and leading improvement of teaching skills. Within this Trust, where appointed, they will take a leadership role in developing, implementing, and evaluating policies and practice in their workplace that contributes to school improvement. To be appointed to a leading practitioner role, the teacher must:

- be an exemplar of teaching skills;
- lead the improvement of teaching skills in the Trust; and
- carry out the professional responsibilities of a teacher other than a Headteacher, including those responsibilities delegated by the Headteacher.

The pay range for these posts will be determined individually for each leading practitioner post, which may differ to reflect the different demands and challenges of that post. Each individual pay range will be determined within the overall minimum and maximum of the pay range set by STPCD.

**Pay progression for leading practitioners:** Eligible leading practitioners will be automatically considered for further progression and no application will be necessary.

### 27.11 Pay Ranges for Members of the Leadership Group

Pay ranges for Headteachers, Deputy Headteachers and Assistant Headteachers will be determined in line with STPCD for new appointments, where responsibilities significantly change or if this Trust chooses to review pay of leadership posts in line with STPCD. The pay range will take into account all permanent responsibilities of the role, any challenges that are specific to the role and all other relevant considerations including the skills and competencies required.

**Headteachers:** The school will be assigned to a Headteacher group calculated using its total unit score, in accordance with STPCD.

A pay range will be determined for the Headteacher which will not normally exceed the maximum of the Headteacher group, unless the specific exceptional circumstances or candidate warrant it, up to an additional 25%. This will generally follow the Leadership Scale published by NAHT in line with the STPCD ranges.

Additional payments may be made to a Headteacher for temporary responsibilities that are in addition to the duties taken into account for the determination above. The total sum of any temporary payments will not normally exceed 25% of the Headteacher's annual salary.

In addition, the total sum of annual salary combined with any temporary payments (where applicable) will not exceed the maximum of the headteacher group, calculated at 8.2, by more than 25%. Where this, or exceeding the limits set out at 8.3 and 8.4 are being considered by the pay panel of the Academy Standards and Ethos Committee, there must be wholly exceptional circumstances and that committee must make a business case to the Trust Remuneration Committee who will seek external independent advice.

**Heads of School, Deputy Headteachers and Assistant Headteachers:** A pay range will be determined for any Head of School, Deputy Headteacher and Assistant Headteacher, considering how the role fits within the wider leadership structure of the Academy. The pay range will not exceed the maximum of the Headteacher group for the school and will not normally overlap with the pay range of the Headteacher, except in exceptional circumstances.

**Pay progression for members of the leadership group:** Eligible members of the leadership group will be automatically considered for further progression and no application will be necessary.

### 27.12 Teaching and Learning Responsibility (TLR) Payments

In this Trust we pay TLR1 or TLR2 to a classroom teacher for undertaking a sustained additional responsibility in the context of our staffing structure for the purpose of ensuring the continued delivery of high-quality teaching and learning and for which the teacher is made accountable. The

award is made whilst the teacher remains in the same post or occupies another post in the absence of a post-holder.

Current values are as follows in accordance with the staffing structure:

- TLR1 £10,174 - £17,216 per annum
- TLR2 £3,527 - £8,611 per annum

In accordance with the 2025 STPCD, from 1 September 2026, the value of any TLR1 or TLR2 payment will be based on the proportion of the TLR responsibility that the teacher is undertaking, i.e. the proportion of the full-time equivalent duties. The pro rata principle (as set out in section **13**) will not apply when determining the value of a TLR1 or TLR2 payment. We will act fairly and appropriately when determining the value of a TLR1 or TLR2 payment. Over the course of the 2025/26 academic year we will work with teachers currently in receipt of a TLR1 or TLR2 payment to consider the impact and ensure that the Trust is able to implement the requirement from 1 September 2026.

In addition, we may award a fixed-term TLR3 to a classroom teacher for time-limited, clearly defined school improvement projects, or one-off externally driven responsibilities, or where teachers are undertaking tutoring work outside of normal directed hours but during the school day, to provide catch-up support on learning lost to the Covid-19 pandemic. The annual value of a TLR3 will be no less than £702 and no greater than £3,478. Consecutive TLR3s for staff undertaking the same responsibility will not be awarded, except where the responsibility relates to tutoring as set out above. The pro rata principle does not apply for any TLR3 award.

### **27.13 Special Educational Needs (SEN) Allowances**

A SEN allowance will be paid to classroom teachers who meet the criteria set out in STPCD. Where a SEN allowance is to be paid, the spot value of between £2,787 and £5,497 will be determined based on the structure of the SEN provision, whether mandatory qualifications are required for the post, the qualifications or expertise of the teacher and the relative demands of the post.

### **27.14 Recruitment and Retention Incentives and Benefits**

Payments or other financial assistance, support or benefits may be made to teachers (except to those in leadership posts, other than in the circumstances set out in STPCD), where we consider it necessary as an incentive for the recruitment of a new teacher or the retention of an existing teacher. Such an incentive or benefit may be made as a one off award or an ongoing, time limited allowance and the appropriate value of the award will be determined by the Trust. Where an ongoing, time limited award is to be made, this will be regularly reviewed and it will be made clear in writing at the outset of the award the expected duration and the review date after which the award may be withdrawn.

### **27.15 Early Career Teachers (ECTs)**

In the case of ECTs, determinations of performance and any pay recommendations will be made by means of the statutory induction process.

Eligible ECTs will be automatically considered for progression and no application will be necessary. However annual pay progression within the range is not automatic and decisions regarding pay progression will be clearly attributable to the ECT's performance with reference to the statutory induction process including the outcome of the formal assessments.

Eligible ECT's may be awarded pay progression at the end of the first year of their induction period.

### **27.16 Part-time Teachers**

Teachers who work less than a standard working week are deemed to be part time. Their hours and working time obligations will be set out in their contracts of employment and in line with the provisions of STPCD. The pay of part time teachers will be determined in the same way and at the appropriate percentage of a full-time teachers and any increase in pay will be paid pro rata to full time equivalent salary rates. For TLRs, the payment must be determined as set out above.

#### 27.17 Short Notice/Supply Teachers

Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of 195 days; periods of employment for less than a day being calculated pro-rata. They will be paid the agreed rate for the job and are not subject to the appraisal process.

#### 27.18 Pay Protection

Pay protection arising from changes to pay and structure will be in line with the provisions of STPCD.

#### 27.19 Absence and Pay Progression

Employees who are absent long term (including but not limited to maternity leave and long term sick leave due to a disability) are still eligible to be considered for pay progression.

The Trust will take into account the criteria set out in this policy, but where a teacher has or will be absent for part or all of the appraisal year, it will take a flexible approach to conducting appraisal so that the teacher receives any pay increase that they would have received, had it not been for the maternity leave or disability related long-term absence. This will usually be either:

Where possible and appropriate, and where a long-term absence is known in advance, the appraisal will be conducted prior to the individual departing on leave, even if that is early in the appraisal cycle.

If there is not sufficient time in the current cycle to make an informed assessment of performance, account will be taken of performance in previous appraisal cycles. Ordinarily this will be the preceding year or two years.

#### 27.20 Appeals

The steps of the pay appeals process perform the function of the grievance procedure on pay matters and so employees will not be able to raise the complaint under the Trust grievance procedure following conclusion of a pay appeal.

Employees may be represented by a recognised trade union or colleague at any formal stage of this procedure. The employee is responsible for making these arrangements and for providing their representative with any paperwork they require for the hearing. The teacher should inform the clerk to governors who their chosen companion is, in good time before the hearing.

**Informal discussion:** As part of the normal salary review process, the Headteacher will inform the teacher of the pay decision. Upon receipt of written notification of the pay decision, if the teacher is dissatisfied they should first discuss the decision with the Headteacher within 5 working days of receipt of the notification.

This discussion gives an opportunity for a teacher to discuss the decision on their pay, to gain an understanding of why the pay recommendation and decision were made and to resolve issues quickly and informally. If this does not resolve an issue, a teacher may follow the formal procedure set out below.

**Stage One:** If, following discussion with the Headteacher, the teacher remains dissatisfied, they can make a formal appeal in writing within 5 working days of the discussion with the Headteacher to the committee who made the decision. The possible grounds for appeal are:

- incorrectly applied any provision of the STPCD.
- failed to have proper regard for statutory guidance.
- failed to take proper account of relevant evidence.
- took account of irrelevant or inaccurate evidence.
- was biased; or
- unlawfully discriminated against the teacher.

Appeals against pay decisions should be made in writing and addressed to the Pay Committee of the Academy Standards and Ethos Committee, stating the grounds of their appeal in accordance with 16.5 above.

The panel who made the decision (or a representative from) will convene a meeting to consider the appeal as soon as is practically possible. The employee will be invited in writing, giving a minimum of 5 working days' notice and copies of any relevant documents to be considered at the meeting will be enclosed.

The teacher will have the opportunity to make representations to the Pay panel or their representative and a school representative will also attend to present the management case. A note taker will also be present.

The panel or their representative will review their decision and will confirm the outcome in writing to the teacher within 5 working days.

**Stage Two:** If a teacher wishes to appeal against the decision made at Stage One, they may do within 5 working days of the written decision on the grounds that the committee who made the decision:

- incorrectly applied any provision of the STPCD.
- failed to have proper regard for statutory guidance.
- failed to take proper account of relevant evidence.
- took account of irrelevant or inaccurate evidence.
- was biased; or
- unlawfully discriminated against the teacher.

Appeals against the decision at Stage One should be made in writing and addressed to the Clerk to Governors of the Academy Standards and Ethos Committee stating the grounds of their appeal in accordance with 16.10 above.

Upon receipt an appeals panel of three different governors who have not been involved in the original decision will convene a meeting to consider the appeal as soon as is practicably possible. The employee will be invited in writing, giving a minimum of 5 working days' notice and copies of any relevant documents to be considered at the hearing will be enclosed.

The teacher will have the opportunity to make representations to the appeals panel and a representative of the original decision making panel will also attend. A note taker will also be present.

The decision of the panel will be confirmed in writing to the teacher within 5 working days. The appeal panel's decision is final; there is no further right of appeal.

## **27.21 Section C – Determining Support Staff Pay**

### **27.22 Pay Reviews**

The Academy Standards and Ethos Committee will ensure that each member of support staff's salary is reviewed annually with effect from 1 April if eligible.

### **27.23 Salary Scales**

The salary scales used will be in accordance with the Green Book and Local Authority pay scales.

Term time only employees: Support staff who work [39 weeks] per year are deemed to be term-time only. Some support staff who work a reduced number of weeks during the year than an all year round employee, but work extra weeks during school holidays depending on the requirements of the role, are deemed to be term-time plus.

An employee who works term-time only or term-time plus is entitled to a pro-rated proportion of weeks per year annual leave entitlement, which are added to the number of weeks the employee is required to work, and paid in twelve equal monthly instalments.

The Trust calculates pay for employees who work term time only or term time plus in accordance with the advisory model calculation set out in the Green Book and the working weeks and number of weeks holiday individuals are entitled to will be set out in their contracts of employment.

### **27.24 Job Descriptions**

The Headteacher in conjunction with the line manager of the role will ensure that an up to date job description is available for each post which identifies the appropriate duties.

The job description will be reviewed as appropriate or when duties or responsibilities have changed and it will be amended to reflect the current role; although it should be recognised that job descriptions are not intended to list all tasks. An employee may request changes to their job description if they feel their duties or responsibilities have changed significantly. If appropriate, consideration may be given to whether the grade for the post should be re-determined and if it is, the post holder will be paid the new grade from a date determined by the Headteacher. If the assessment results in a lower grade, the employee may be entitled to salary protection in accordance with their terms and conditions of employment.

### **27.25 Basic Pay Determination on Appointment**

The Academy, in consultation with the Trust will determine the grade for a vacancy prior to advertising it which will be identified on the job description. On appointment the Headteacher will determine the appropriate point within the grade to be offered to the successful candidate (which will usually be the bottom point of the grade). However in making such determinations, this may take in to account a range of factors, including:

- the nature of the post.
- the level of qualifications, skills and experience required.
- market conditions; and
- the wider Trust context and strategic priorities.

### **27.26 Incremental Progression**

If the employee has more than 6 months' service in their role at 1 April, they are eligible for an increment subject to satisfactory service. This will be paid annually with effect from 1 April until the employee reaches the top of their scale.

If the employee has less than 6 months' service in their role at 1 April, the first increment will not be paid until six months after their appointment subject to satisfactory service. Subsequent increments will be payable on 1 April in line with paragraph 5.1 of this policy.

Incremental progression is subject to satisfactory service and as such may be withheld where there are concerns about an employee's performance, such as achievement of objectives under the school's appraisal policy or wider performance concerns during the appraisal year. Where concerns arise, these will be discussed with the employee and a support plan put in place. In cases where incremental progression is withheld, the employee will receive confirmation of this in writing including the reasons and informing them of their right of appeal. Pay progression may be refused without recourse to the capability procedure.

### 27.27 Additional Payments

Where an employee is offered and agrees to:

- undertake higher level work in addition to their normal duties
- 'act up' for at least four weeks in to a higher graded post which has become temporarily vacant, for example, due to sick leave

An additional payment may be made on a temporary basis.

The Headteacher will determine the amount of this payment. Where the employee is undertaking higher level work not equivalent to a higher graded post, a fixed sum will be agreed which accurately reflects the additional duties they are performing. Where the employee is acting up and if carrying out the full responsibilities of the role, the payment will usually be the difference between the minimum point of the higher graded role and their current salary.

The employee will return to their substantive post and salary when they are no longer required to undertake the higher level work or 'act up'.

This should usually only be a temporary solution and the Headteacher should consider whether it may be more appropriate to advertise the post or duties on a fixed term basis.

### 27.28 Pay protection

Pay protection arising from changes to pay and structure will be in line with [set out applicable policy] [or set out relevant provisions].

### 27.29 Appeals

A member of support staff has the right to appeal against a decision that affects their pay. The principles of the appeals process for teachers apply (set out in Section B, paragraph 16) however the Green Book replaces STPCD at 16.5(a) and 16.10(a).

### 27.30 Determining Executive Pay

**Executive Pay:** In this Trust, the Executive Team consists of: Chief Executive Officer, Deputy Chief Executive, Chief Finance and Operations Officer (who make up the SLT) and Regional Directors of Education. Pay arrangements for Headteachers and Heads of School working in the Trust will be as per the provisions of STPCD, as will that of the Regional Directors of Education.

When setting pay and terms and conditions for the Executive team, the following documents are taken into consideration and used for reference purposes:

- School Teachers Pay and Conditions (STPCD)
- Academy Trust Handbook and any relevant Education and Skills Funding Agency guidance
- 'Green and Burgundy Books'

For those posts where the salary arrangements are likely to fall outside the scope of STPCD, consideration is also given to external pay benchmarking, market analysis and Trust performance (both educational and financial). Pay arrangements that fall outside of STPCD will be approved by the Board's remuneration committee, in line with financial delegation arrangements and include justification for the level of remuneration.

Pay for Executives on the SLT will be reviewed on an annual basis and the pay review will be completed by December. Any pay increase will be based on performance taking account of the parameters of public sector pay increases as they apply to the education sector. All Executives are given challenging performance management objectives and these are managed and assessed under the Trust's appraisal policy. No increases will be given without supporting data demonstrating the required performance and evidence based on a constant drive for improvement.

In determining starting salaries or increases for Executives, the Trust consider following and include such information in the justification:

- Level of educational challenge to the Trust
- Level of financial challenge to the Trust (including any financial constraints)
- Level of geographic challenge to the Trust
- External pay reports and evaluation
- Any relevant contractual changes to protect the Trust – extending notice periods, restrictive covenants etc.
- Media/ESFA and parental scrutiny

## 28 Capability procedure

### 28.1 Scope and Purpose of this Policy

The purpose of this policy is to provide a framework within which the Trust can work with employees to improve and maintain satisfactory standards of performance where serious concerns have been raised.

This policy will be applied where there is serious underperformance, and informal support as set out in the appraisal policy has been provided, and the required improvement has not been made. The policy also links to the pay policy and ECT policy. Where there are capability (performance) concerns relating to an employee who is in their probationary period, this will be managed in accordance with the probationary policy. However, the principles set out in this policy will still apply. This policy does not apply to cases involving sickness absence or misconduct. In those cases, reference should be made to the appropriate policy or procedure.

This policy applies to all employees of the Trust, including the headteacher, teachers, ECTs where there are serious concerns during the induction period, and support staff, excluding those who are in their probationary period. On successful completion of the probationary period, employees' performance management will be covered by this policy. This policy does not apply to agency workers, contractors, consultants, or any self-employed individuals.

### 28.2 Notification and procedure for formal meetings

**Investigation:** As a first step any capability / underperformance issue will be investigated, usually by way of a review of the informal support process that will usually have taken place prior to consideration of formal capability . If, after investigating the matter, it appears that there are no reasonable grounds for concern, or the performance concerns identified can be addressed using the appraisal process, then you will be informed of this in writing and, if relevant, allowed to return to work as normal.

**Next stage:** If it is considered necessary to take formal action in respect of issues relating to your performance a Capability Meeting will be arranged.

**Information:** You will be given reasonable advance notice of the timing and location of the Capability Meeting, normally 5 working days, and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the Capability Meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information. Relevant witnesses may be called by the person conducting the meeting. Such a request should be provided in writing at least 2 days prior to the meeting with details of why such a witness should be called. The person conducting the meeting shall determine who shall be called as a witness and may request a written statement is provided instead of attendance.

**Right to be accompanied:** An employee has the right to be accompanied to any formal meeting under this procedure by a companion, who may be a colleague or a trade union representative. Employees are entitled to request an alternative date which is within five days of the original date, which may be because their representative is unable to attend the meeting.

**Capability Meeting:** A panel will be appointed to conduct the Capability meeting which will usually include the Headteacher (or an alternative senior member of staff) and your line manager may be asked to attend. If you are the Headteacher then an alternative person of appropriate seniority will

be appointed, this will usually be one or more of the Governors and / or the Chief Executive. You must take all reasonable steps to attend the Capability Meeting. The meeting will address your performance and discuss any measures needed to correct and improve this. You or the person accompanying you will be able to ask questions and put forward your point of view. You may request an adjournment if you need to consult the person accompanying you. Whenever possible the Academy will offer reasonable assistance and time to help you improve. The following will be considered and discussed with you at the meeting:

- concerns relating to your performance.
- your response.
- the respects in which your performance has fallen short of the required standards;
- suggestions as to any appropriate support / training / supervision which could improve your performance.
- find out if there are any issues (both in or outside of work) that are affecting their performance that need to be considered, including disability or health matters where reasonable adjustments to working arrangements or this procedure could be made.
- the time in which performance must improve and the method by which your performance will be monitored.
- the likely consequence of further instances of poor performance or a failure to improve within a specified time.
- Confirm the timescales for the monitoring and review period which will follow a formal meeting where a warning is issued. The timetable will depend on the circumstances of the individual case, but the period will be reasonable and proportionate, ensuring that the arrangements minimise the impact on workload for all parties involved, and should provide sufficient opportunity for an improvement to be made. Formal monitoring, evaluation, guidance and support will continue during this period.

The person conducting the meeting may adjourn the meeting, for example for further investigation or to consider if additional information is required.

If at any stage the person conducting the meeting is satisfied that there are insufficient grounds for perusing the capability issue, or after a review period the employee has made sufficient improvement, the capability procedure will cease, and the appraisal process will restart.

Following a formal meeting, the matters covered in XX and any other relevant points will be confirmed in writing. Where a warning has been issued, the letter will set out the length of the monitoring and review period and the procedure and time limits for appealing against the warning. If underperformance occurs again shortly after the end of the live period of the warning, we reserve the right to deal with the matter at the same stage of the procedure and not return to an earlier stage (including not returning to the appraisal policy).

Minutes will be taken of all formal meetings, and you will be sent a copy following the meeting.

### **28.3 Formal capability meeting (Stage 1)**

If we consider that there are serious performance concerns, you will be invited to a formal capability meeting to establish the facts and give you the opportunity to respond before formal action is taken.

**Potential Outcomes:** Following the Capability Meeting, the following steps may be taken:

- It is determined that your performance does meet required standard and no further action is taken. You will revert to the appraisal policy.

- You are issued with a warning for unsatisfactory performance. A monitoring and review period will follow as set out in 4.5.

Where a warning is issued at stage 1, this will usually be a first written warning. However, in very serious cases, or in cases where performance issues have been dealt with previously under the formal capability procedure and there are still concerns, this could be a final written warning. The implications in relation to pay progression will be set out in writing.

The warning will normally remain active for six months from the end of the monitoring and review period. During this time, any further performance concerns will be considered at the next stage of the process (stage 2). After the active period, the warning will remain on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings, subject to the provision of above (not returning to an earlier stage).

#### **28.4 Monitoring & review period (1)**

The standard set length of the monitoring and review period following the formal capability meeting in this Trust is normally six weeks. However, in some cases it may be appropriate for a shorter period of four weeks to be set. In exceptional circumstances, this period can be extended up to a maximum of 10 weeks.

At the end of the monitoring and review period you will be invited to a formal review meeting, unless you were issued with a final written warning, in which case you will be invited to a decision meeting.

#### **28.5 Formal review meeting (Stage 2)**

Potential outcomes for this formal review meeting at stage 2 are:

- If the person conducting the formal review meeting decides that sufficient progress and improvement has been made, then the capability procedure will cease, and the appraisal process will continue.
- If the person conducting the formal review meeting decides that some progress has been made and there is confidence that more progress is likely, it may be appropriate to extend the monitoring and review period up to a maximum of four additional weeks.
- If no, or insufficient improvement has been made during the monitoring and review period, you will receive a final written warning. A further monitoring and review period will follow in accordance with paragraph 28.6.

The warning will normally remain active for six months from the end of the further monitoring and review period. During this time, any further performance concerns will be addressed at the next stage of the process (stage 3). After the active period, the warning will remain on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings, subject to the provision of clause 3.9 above (not returning to an earlier stage).

#### **28.6 Monitoring & review period (2):**

At the end of the further monitoring and review period, you will be invited to a decision meeting.

At this stage and by agreement with you, instead of progressing to a decision meeting it may be appropriate to consider whether there is an appropriate vacant post and if so, whether this may be more suited to your capabilities. If there is a vacant post which we agree with you is suitable, this would be a permanent change in role and if the alternative post is at a lower salary level, the

substantive lower salary would apply. The capability procedure would cease on commencing in the new post and the appraisal process would restart.

### **28.6 Decision meeting (Stage 3)**

The decision meeting will usually be conducted by Headteacher or a panel of governors not previously involved in the case, which could include the Headteacher. Dismissal is a possible outcome of a decision meeting.

Potential outcomes of this formal review meeting at stage 3 are:

- 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 is deemed to have improved but not reached the required standard, a further monitoring and review period can be imposed. There will be a further decision meeting at the end of that extended monitoring and review period.

#### **EITHER**

- If performance remains unsatisfactory and of serious concern, a decision will be made that you should be dismissed with notice. Normal delegation rules apply to the power of dismissal.

#### **OR**

- If performance remains unsatisfactory and of serious concern, a decision will be made that you should cease working at the school. Once this decision has been made, the school will notify the local authority of its decision and the reasons for it. You will be informed in writing as soon as possible of the dismissal, the reasons for the dismissal, the date on which the employment contract will end, the appropriate period of notice and your right of appeal.

Once the decision has been made, we will notify the local authority as the employer who within 14 days will dismiss you or, if you work at more than one school, require you to cease working at this school.

### **28.7 Appeal**

If you feel that the decision to dismiss you, or other action taken against you (including warnings) is wrong or unjust, you may appeal. You should appeal in writing to the Headteacher, setting out the grounds for appeal within five working days of the decision.

Appeals will be heard without unreasonable delay and, where possible, at an agreed time and place. The same arrangements for notification and right to be accompanied by a companion will apply as set out in section 28.2.

The appeal will be dealt with impartially and, wherever possible, by a panel of three governors/trustees who have not previously been involved in the case in line with the Trust's arrangements for appeals.

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

You will be informed in writing of the results of the appeal hearing as soon as possible. Following the appeal hearing the panel may: (a) confirm the original decision; (b) revoke the original decision; or (c) substitute a different penalty.

There is no further right of appeal against the sanction or dismissal within the Trust.

## 28.8 Sickness

If at any stage long-term sickness absence appears to have been triggered at any stage of this procedure, the case will be dealt with in accordance with the Trust's sickness absence policy.

The employee will be referred immediately to the occupational health service to assess their health and fitness for continued employment and the appropriateness or otherwise of continuing with monitoring or formal procedures. In some cases, it may be appropriate for monitoring and/or formal procedures to continue during a period of sickness absence.

## 28.9 General principles underlying this policy

**Confidentiality:** The capability process will be treated confidentially. However, it needs to be recognised that, in supporting employees through this process, some degree of information sharing is likely to be necessary to quality assure the operation and effectiveness of the process.

**Consistency of treatment, fairness and respect:** The Trust and the governing body are committed to ensuring consistency of treatment, fairness and respect. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for disabled employees. The governing body is aware of the guidance on the Equality Act issued by the Department for Education.

We will not tolerate abusive or insulting behaviour from anyone taking part in this process and any such behaviour will be treated as potential misconduct.

**Grievances:** Where a member of staff raises a grievance during the capability procedure, the capability 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, and at the same meeting.

**Retention and data protection:** The governing body and Headteacher will ensure that all written records are retained in a secure place. As part of the application of this policy, the Trust may collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations, and secondary legislation, as amended or updated from time to time. Records will be kept in accordance with our workforce privacy notice, our retention and destruction policy and in line with the requirements of the data protection legislation.

## 29 Disciplinary Rules

**Introduction:** These rules should be read in accordance with the Trust's disciplinary and dismissal procedure. It is the contractual duty of every member of staff to observe the rules set out below.

**Rules of conduct:** Whilst employed by the Trust, you should at all times maintain professional and responsible standards of conduct. In particular, you should:

- observe the terms and conditions of your contract of employment.
- ensure that you understand and follow the Trust's Code of Conduct for Staff enclosed within this Employment Manual.
- observe all other policies and procedures included in the Employment Manual or otherwise notified to you from time to time.
- comply with all reasonable advice given by staff who are senior to you.
- act at all times in good faith and in the best interests of the Trust, its Academies, their pupils, parents, guardians or carers and staff.
- uphold public trust in the profession and maintain high standards of ethics and behaviour.
- have an understanding of, and always act within, the statutory frameworks which set out your professional duties and responsibilities.
- never behave in a way either inside or outside of work which could cause harm to a child.
- never commit a criminal offence either inside or outside of work.
- never behave in a way towards a child, either inside or outside of work, which could indicate that you pose a risk of harm to children; and
- never behave in a way, either inside or outside of work, that could indicate that you may not be suitable to work with children.

**Instances of misconduct** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:

- unauthorised absence from work.
- lateness.
- inappropriate standard of dress.
- smoking on Trust or Academy premises.
- contravention of minor safety regulations; and
- disruptive behaviour.

**Gross misconduct:** You must not commit any act of gross misconduct. Any such act, following an investigation, will result in your dismissal without notice. Gross misconduct includes but is not limited to the examples set out below, offences of a similar nature and attempts to commit such offences.

**Examples of gross misconduct:**

- failure to comply with the Trust's Child Protection and Safeguarding Policy and Procedures or the Trust's Code of Conduct, the Trust's IT acceptable use policy or the Trust's social media policy.
- failure to notify the Trust of any child protection investigation of you or any member of your household.
- failure to immediately notify the Trust of any arrest, charge or conviction of any criminal offence brought against you during your employment.
- failure to immediately notify the school if you are or become the subject of a referral to the Teacher Regulation Agency or any successor body.
- failure to immediately notify the Academy of any change in circumstances which has or will result in you being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management.

- failure to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties.
- indecent, violent or offensive behaviour whether committed at or outside work.
- inappropriate conduct with a pupil of any of the Trust's Academies, or a pupil of another school or academy.
- misuse of or deliberate damage to Trust or Academy property.
- fraud, theft or dishonesty.
- being on duty whilst unfit due to the influence of drugs and / or alcohol.
- possession, use, supply or attempted supply of illegal drugs.
- actions that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so.
- bullying or harassment of or discrimination against, employees, pupils, parents or members of the public, related to any of the protected characteristics.
- intentionally failing to escalate a concern regarding an incident of sexual harassment at work.
- victimising a colleague who has raised concern, made a complaint or given evidence/information under the whistleblowing, Dignity at Work or Preventing Sexual harassment at Work Policy.
- accepting or giving bribes or other secret payments or other breach of the Trust's anti-bribery and corruption policy.
- accepting a gift in contravention of the Trust's Code of Conduct without the prior consent of the Headteacher.
- conduct (whether committed at or outside work) which is likely to damage the reputation of the Trust or its Academies or bring them into disrepute.
- discrimination (including harassment or victimisation) on grounds of sex, pregnancy and maternity, marital or civil partnership status, race, disability, age, sexual orientation or religious belief.
- disregarding health and safety rules / requirements (including the Trust's Health and Safety at Work Rules) and endangering yourself or others.
- giving false information as to qualifications or entitlement to work (including immigration status).
- wilful neglect or refusal of duty.
- misuse of confidential information
- use of Academy resources to view, retrieve or download pornographic material, or any other material which the Trust or Academy reasonably believes is unsuitable.
- causing loss, damage or injury through serious negligence.
- making a disclosure of false or misleading information under the Trust's whistleblowing policy maliciously, for personal gain, or otherwise in bad faith; or
- making untrue or malicious allegations in bad faith against a colleague.
- behaving in a way, either inside or outside of work, which could cause harm to a child, or could indicate that you pose a risk of harm to children or could indicate that you may not be suitable to work with children; and
- Smoking in no-smoking areas, which applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

## 30 Disciplinary Procedure

### 30.1 Introduction

**Aims:** The aims of this Disciplinary Procedure and its associated Disciplinary Rules are to set out the standards of conduct expected of all staff and to provide a framework within which the Trust can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

**Scope:** The procedure applies to all employees regardless of length of service excluding those in their probationary period where separate arrangements apply. It does not apply to agency workers or self-employed contractors.

**Flexibility:** The Academy will follow a fair procedure in the event that disciplinary action is necessary. There may be occasions when the Academy considers it appropriate to change or omit parts of this procedure.

**Amendments:** The Trust may revise this procedure from time to time. You will be notified in writing of any changes. Where it considers it appropriate the Trust will consult with staff and unions and/or the joint union negotiating body in relation to significant proposed changes.

**Capability:** This procedure does not apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.

**Record of proceedings:** The Academy may, in its sole discretion, appoint someone (independent where possible) to take notes of any interview or hearing under this procedure. No other recordings shall be made without the express approval of all those present at the interview or hearing.

### 30.2 Confidentiality and Data Protection

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

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

Employees will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against them, unless there is good reason that a witness's identity should remain confidential.

During informal action, formal investigation and any subsequent stages of the procedure, the Trust will collect, process and store personal data in accordance with our data protection policy. The data will be held securely and accessed by, and disclosed to, individuals only for the purposes of completing the disciplinary procedure. Records will be kept in accordance with our Workforce Privacy Notice, our Retention and Destruction Policy and in line with the requirements of Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Any breach of data protection may constitute a disciplinary offence and be dealt with under this procedure.

### 30.3 Allegations

Allegations may be brought to the Trust's attention in a number of ways and through a variety of sources. The disciplinary rules are set out in the Employment Manual above. As with disclosures made by children and young people, adults need to be aware that in making an allegation it is not always possible to keep the matter confidential. The Headteacher/Manager will need to decide upon the most appropriate course of action and may choose to proceed with an investigation even if the person making the allegation does not want them to.

Allegations which involve issues of child protection and/or abuse of children by staff should be referred immediately to the Designated Officer of the Local Authority. See the Allegations of Abuse Against Staff Policy for further guidance on the management of this type of allegation. No further action under this procedure will usually be taken until the Designated Officer of the Local Authority has been consulted.

As recognisable figures in the local community the behaviour and conduct of staff in the Trust outside of work can impact on their employment. Therefore, conduct outside work may be treated as a disciplinary matter if it is considered that it is relevant to the employee's employment

### 30.4 Criminal Charges

Where conduct is the subject of a criminal investigation, arrest, charge or conviction the facts will be investigated before deciding whether to take formal disciplinary action. Disciplinary action will not be automatic and will depend upon the circumstances. Employees should inform their manager immediately if they are involved in a criminal investigation, arrest, or are subject to a charge or conviction. Failure to notify their line manager may result in disciplinary action.

The Trust will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where employees are unable or have been advised not to attend an investigation meeting or disciplinary hearing or say anything about a pending criminal matter, a decision may have to be made based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if it is considered that it is relevant to the employee's employment.

Where a criminal investigation relates to allegations of abuse of children or young people the Trust will co-operate and share information about the employee with other relevant agencies as appropriate following advice from the local authority designated officer (LADO).

### 30.5 The Investigation Stage

**Preliminary Investigation:** Upon receiving any allegations against employees, it is likely that further information will be required to establish what the next course of action should be. The Headteacher should seek to establish the basic facts of the situation; this may involve looking at records, speaking to witnesses, reviewing CCTV etc.

A preliminary investigation meeting may be held with the employee to establish the basic facts of the circumstances and to enable the Headteacher to determine whether further investigation is required. Such a meeting can sometimes give a reasonable explanation in response to allegations, which then enables the matter to be concluded. A preliminary meeting will not be required in all cases, and it is for the Headteacher to decide if this is appropriate.

**Further investigation:** After a preliminary investigation where it is determined that there is a need for investigation, or if the concerns are serious enough to warrant a full investigation immediately, the

Headteacher will usually appoint an investigating officer to carry out the investigation. This will be an appropriate person to the nature of the allegations and the role of the employee. In the case of allegations made against the Headteacher, the Chair of Governors will be responsible for the management of the procedure and determining an appropriate investigating officer, either internally or externally.

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

It may be necessary to interview witnesses, who may have information that is relevant to the allegations. A record of the meeting will be made, and the witness will have the opportunity to review the record, make amendments for clarification purposes, and sign and date the record. The Trust recognises that some employees may find this difficult or worrying, however all employees are expected to fully participate in any such investigation.

Investigation meetings are solely for the purpose of fact-finding, and no decision on formal disciplinary action will be taken until after a disciplinary hearing has been held. A record of the meeting will be made, and the employee will have the opportunity to review the record, make amendments for clarification purposes, and sign and date the record.

Employees must co-operate fully and promptly in any investigation. This will include providing the names of any relevant witnesses, disclosing any relevant documents or information, and attending investigative interviews if required. As each investigation will vary in length and complexity it will be completed in as short a time frame as possible.

**Suspension:** If the matter to be investigated is thought at any stage of the investigation to involve gross misconduct or it is in the interests of the Trust, its Academies, a pupil, an employee or you, the Headteacher or Line Manager if you are not based in an Academy, after discussion with the HR Team, may immediately suspend you from work on full pay and benefits whilst the investigation proceeds. Approval will normally be sought from the Chief Executive Officer wherever possible.

Any suspension will be reviewed during the period of suspension and may be lifted at any time if there are reasonable grounds to do so. Any period of suspension will not be unnecessarily protracted. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. Employees will continue to receive normal salary and benefits during the period of suspension.

Alternatives to suspension, for example re-organisation of duties, work location, temporary redeployment to another role etc will be explored where relevant before a decision to suspend is made. The nature and severity of the allegations will need to be considered as well as the employee's role and if their continued presence would result in potential harm to the organisation or others, or make it difficult to investigate. Where allegations are made that involve the protection of children, suspension will not be considered to be automatic.

A reasoned decision will be made based on all available information. Additional information on the management of these allegations is available in the Allegations and concerns raised in relation to staff, supply staff, contractors and volunteer Policy. The arrangements and the reasons for suspension will be confirmed to the employee in writing as soon as possible or within one working day if in relation to a safeguarding concern or allegation.

**Support and guidance:** The Academy will notify you of a person to contact during any period of suspension or investigation. You may also wish to seek the advice of your union representative where available. It is recognised that suspension may impact on an employee's mental wellbeing. The method and frequency of keeping in touch will be agreed and the employee will be kept updated on the progress of the investigation and disciplinary process. Employees will also be made aware of the support available through the Trust employee assistance scheme

**Separation of roles:** The Academy will appoint an independent senior member of staff to carry out the investigation. This will normally be someone who has not been involved in the matter under investigation and may be from outside of the school / department in which the employee under investigation is normally located. (**Investigating Officer**).

### 30.6 Disciplinary Hearing

Following any investigation, if there are grounds for disciplinary action, the employee will be required to attend a disciplinary hearing. The employee will be informed in writing of the allegations against them, the basis for those allegations, and what the likely range of consequences will be if it is decided at the hearing that the allegations are true. The following will also be included where appropriate:

- A summary of relevant information gathered during the investigation.
- A copy of any relevant documents which will be used at the disciplinary hearing; and
- A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case as much information as possible will be provided while maintaining confidentiality.

The Headteacher will be responsible for ensuring that all of the arrangements for the hearing are made and that the employee receives the appropriate paperwork and notice of the hearing.

Five working days' written notice of the date, time and place of the disciplinary hearing will be given to provide the employee with a reasonable amount of time to prepare their case based on the information that they have been provided with. The hearing will be arranged as soon as is practicably possible.

If the employee and/or their companion cannot attend the hearing they should inform the Headteacher immediately and consideration will be given to arranging an alternative time. Employees must make every effort to attend the hearing and failure to attend without good reason may be treated as misconduct in itself. Failure to attend without good reason, or persistent inability to do so (for example for health reasons), may lead to a decision being taken based on the available evidence.

If the employee chooses not to attend the hearing, they may choose to send a written statement for consideration at the hearing, or their trade union representative may attend on their behalf. An employee may bring a companion to any hearing or appeal where a formal warning may be issued, or dismissal may be a potential outcome. The companion may be either an official trade union representative or a work colleague. The employee must inform the Headteacher conducting the meetings who their chosen companion is, in good time before the hearing. In addition, whilst employees do not normally have the right to bring a companion to an investigation meeting employees are allowed to bring an official trade union representative or work colleague to the investigation meeting if one is available. No rearrangements will be made to the time and date of the investigation meeting to enable a companion to attend.

Should the employee choose to bring a companion to the hearing they will be responsible for making these arrangements and for providing their companion with any paperwork that they require for the hearing.

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

If the choice of companion is not available at the time a hearing or appeal is scheduled, the employee may propose an alternative time for the hearing or appeal to take place, and so long as the alternative time is reasonable and within five working days after the original scheduled date, we will postpone. If the employee's chosen companion will not be available for more than five working days afterwards, we may ask the employee to choose someone else.

A companion may make representations, ask questions, and sum up the employee's position, but will not be allowed to answer questions on the employee's behalf. The employee may confer privately with their companion at any time during a meeting.

We may, at our discretion, allow the employee to bring a companion who is not a colleague or union representative (for example, a member of family) as a reasonable adjustment if the employee has a disability.

### **30.7 Procedure at Disciplinary Hearings**

The hearing will be chaired by the Headteacher or a panel of governors/the board. The investigating officer will also normally attend to present the investigation. A member of the human resources department may also be present.

At the disciplinary hearing, the investigating officer will go through the allegations against the employee and the evidence that has been gathered. The employee (or their companion on their behalf) will be able to respond and present any evidence of their own.

Relevant witnesses may be asked by the investigating officer or the employee to appear at the hearing. The employee must give sufficient advance notice if they wish to call witnesses to ensure that there is time to arrange their attendance. The employee will be given the opportunity to respond to any information given by a witness and to ask questions about the evidence provided. However, the employee will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, the chair decides that a fair hearing could not be held otherwise.

The chair may adjourn the disciplinary hearing if there is a need to carry out any further investigations, such as reinterviewing witnesses in the light of any new points that have been raised at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The employee will be informed in writing of the decision and the reasons for it, usually within five working days of the disciplinary hearing. Where possible this information will also be explained to the employee in person.

### **30.8 Disciplinary Penalties**

The Headteacher may find that there is no case to answer and may refer the case back to an informal process. Alternatively, the Headteacher may give the employee a disciplinary warning or dismiss them. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. The Trust aims to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

A disciplinary warning, dismissal or alternatives to dismissal may be authorised by the Headteacher, or a panel of governors/the board.

### **30.9 First Written Warning**

A first written warning will usually be appropriate for a first act of misconduct where there are no other active written warnings on the employee's disciplinary record.

A first written warning will usually remain active for six months.

A final written warning will usually be appropriate for:

- Misconduct where there is already an active written warning on the employee's record; or
- Misconduct that is considered sufficiently serious to warrant a final written warning even though there are no other active warnings on the record.

A final written warning will usually remain active for 12 months however, in very serious matters a final written warning may be given a period longer than 12 months but no more than 24 months.

### **30.10 The duration and effect of a warning**

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

Warnings may be live for a longer period than specified above depending on the seriousness of the misconduct and the wider circumstances of the case. The conduct will be reviewed at the end of a warning's active period and if it has not improved sufficiently, the active period may be extended.

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

### **30.11 Dismissal**

Dismissal will usually only be appropriate for:

- Any misconduct during the probationary period;
- Further misconduct where there is an active final written warning on the record; or
- Any gross misconduct regardless of whether there are active warnings on the record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

Alternatives to dismissal

At our discretion, in some cases alternatives to dismissal may be considered, and will usually be accompanied by a final written warning. Examples include:

- Demotion.
- Transfer to another department or job.
- Loss of seniority; or
- Reduction in pay.

### 30.12 Appeals against disciplinary action

The employee has the right to appeal against the disciplinary action taken against them. This must be in writing, stating the full grounds of appeal and sent to the Headteacher within five working days of the date on which the employee was informed of the decision.

If the employee 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, they will be reinstated with no loss of continuity or pay.

If any new matters are raised in the appeal hearing, further investigation may need to be carried out. The chair may adjourn the appeal hearing if there is a need to carry out any further investigations such as reinterviewing witnesses in the light of any new points that have been raised at the hearing. If any new information comes to light this will be provided to the employee with a summary including, where appropriate, copies of additional relevant documents and witness statements. The employee will have a reasonable opportunity to consider this information before the hearing is reconvened.

The employee must be given written notice of the date, time and place of the appeal hearing. This will normally be no less than two to seven working days. The employee may bring a companion to the appeal hearing (see paragraph 30.7).

Where possible, the appeal hearing will be conducted by a more senior manager/different panel of governors who has/have not previously been involved in the case. The hearing may be a complete rehearing (which would follow the format for hearings) 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 (in which case the format would be reversed so that the appellant would present their appeal first). This will be at the Headteacher's discretion depending on the circumstances of the case. In any event the appeal will be dealt with as impartially as possible.

Following the appeal hearing, the Headteacher may:

- Confirm the original decision.
- Revoke the original decision; or
- Substitute a different penalty. Ordinarily a penalty will not be increased on appeal unless there is new information or evidence available that requires further investigation.

The employee will be informed in writing of the decision and the reasons for it, usually within five working days of the appeal hearing. Where possible, this information will also be explained to the employee in person. There is no further right to appeal.

### 30.13 Appeal

**Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made by the Disciplinary Panel if you are dissatisfied with it. Such a right of appeal must be exercised in writing and sent to the Headteacher, Chair of the Academy Standards and Ethos Committee or the Chair of the DSAT Board where appropriate, within five working days of your being notified of the decision giving full details of why you wish to appeal. The Appeal Panel will arrange a review hearing or a re-hearing to take place as soon as reasonably practicable. You will be informed in advance of its timing and location.

**Appeal panel:** The Appeal Panel shall not include any member of the Disciplinary Panel nor the Investigatory Officer and will normally comprise of three members but may in some circumstances be less. As far as reasonably practicable the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Disciplinary Panel.

**Appeal procedure:** The procedure at the appeal hearing shall be the same as that for the disciplinary hearing save that there will be no right of appeal from the decision of the Appeal Panel. You must take all reasonable steps to attend the appeal hearing. The Appeal Panel will be entitled to reach a different conclusion and impose a different sanction (although not greater) than that imposed by the Disciplinary Panel. You will be informed of the Appeal Panel's decision in writing as soon as reasonably practicable.

**Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official. In exceptional circumstances, by agreement, you may be represented by a colleague of trade union official.

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

**Termination of employment:** If the Trust ceases to use your services because you are unsuitable to work with children, a settlement agreement will not be used and a referral to the Disclosure and Barring Service will be made as soon as possible if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the Trust, with a report being presented to the DSAT Board without delay.

**Resignation:** If you tender your resignation, or cease to provide your services to the Trust at a time when child protection concerns exist in relation to you, those concerns will still be investigated in full by the Trust and a referral will be made to the Disclosure and Barring Service as soon as possible if the criteria for a referral are met.

**Referrals to external bodies:** In cases where employees in regulated activity are dismissed, or removed due to safeguarding concerns, or would have done had they not resigned during a disciplinary process, a referral should be made as soon as possible to the Disclosure and Barring Service (all staff) and Secretary of State (teachers only), where the thresholds for referral are met. This could also include when an individual is suspended and redeployed into work that is not regulated activity. A failure to do so when the criteria is met is a criminal offence.

## 31 Allegations of Abuse Against Staff Policy

**Introduction:** The Trust takes the safeguarding of its pupils very seriously and we recognise that it is extremely important that any allegation made against a member of staff, supply staff, contractors or volunteer is managed quickly and effectively. It is also important that low safeguarding concerns are recognised and reported so behaviours can be appropriately managed.

This policy sets out how the Trust will manage allegations and low level concerns raised in relation to a member of staff, supply staff, contractors or volunteers at our academy, together with allegations relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children. It meets the requirements of the Department for Education statutory guidance for managing allegations set out in Part 4 of Keeping Children Safe in Education 2024.

This policy is set out in two parts. The first part deals with allegations made against members of staff, including supply staff, contractors or volunteers, together with allegations relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children. The second part deals with low level concerns raised in relation to members of staff, including supply staff, contractors or volunteers.

### 31.1 Part One: Managing Allegations made Against Members of Staff, Supply Staff, Contractors or Volunteers

This part of the policy will be followed when managing such allegations and may be adapted to each case as required. Whilst it will be used in all cases, Part 4 of Keeping Children Safe in Education 2024 requires that it is followed in any case where it is suspected or alleged that a member of staff, including agency staff, or a volunteer has:

- behaved in a way that has harmed a child or may have harmed a child (see our child protection and safeguarding policy <https://www.dsat.org.uk/safeguarding/> for what we mean by 'harm');
- possibly committed a criminal offence against or related to a child; or
- behaved towards a child or children in a way that indicates he or she may pose a risk of harm to children.
- behaved or may have behaved in a way that indicates they may not be suitable to work with children

The fourth bullet point above includes behaviour that may have happened outside of Trust that might make an individual unsuitable to work with children. This is known as transferable risk.

This policy will also be used where allegations are made relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children.

This policy will be used alongside our complaints policy and child protection and safeguarding policy, both of which can be accessed here <https://www.dsat.org.uk>

### 31.2 Reporting an Allegation

The safety and welfare of our pupils is of paramount importance and so all staff must report their allegations immediately.

Allegations made against a member of staff, supply staff, contractors or a volunteer should be reported to the Headteacher. Allegations involving the Headteacher should be reported to the Chief Executive or Chair of Governors. The Headteacher or Chief Executive (as appropriate) will then contact the local authority designated officer (LADO). The Headteacher/Governors will then act as the case manager.

When an allegation is made the case manager will consider two aspects:

- looking after the welfare of the child; and
- investigating and supporting the person subject to the allegation

In each case, the case manager will:

- apply common sense and judgement.
- deal with allegations quickly, fairly and consistently; and
- provide effective protection for the child and support the person subject to the allegation.

Before contacting the LADO, the case manager will conduct basic enquiries to establish the facts to help determine whether there is any foundation to the allegation. The case manager will contact the LADO and an initial discussion will take place to consider the nature, content and context of the allegation and agree a course of action. The school/Trust Designated Safeguarding Lead may also be involved in this discussion. This discussion may include that:

- no further action is required; or
- more information is required to determine a course of action; or
- a strategy discussion should take place; or
- police or social care should be involved.

The academy will share relevant information with the LADO about the allegation, the child, and the person against whom the allegation has been made. If it is decided that a strategy discussion should take place, then the academy will always attend that meeting. Representatives from other agencies such as health, social care and police may also be invited to the meeting.

Where an allegation is made or becomes known to the Trust relating to incidents that happened when an individual or organisation was using the Trust premises for the purposes of running activities for children the Headteacher will inform the LADO in accordance with paragraph 3.6 of this policy.

**\*Separately registered EYFS only\*** The Trust will inform Ofsted of any allegations of serious harm or abuse made against any staff member. The Trust will notify Ofsted of the allegations and the steps that it has taken in respect of the allegation within 14 days of the allegation being made.]

### 31.3 Investigating an Allegation

An investigation into the allegation should normally be undertaken by a senior member of staff at the school/Trust. Where no suitable staff are available or the nature or complexity of the allegation requires it, the school/Trust may appoint an independent investigator.

When determining the outcome of an investigation Part 4 of Keeping Children Safe in Education 2024 states that the following definitions should be used when determining the outcome of the investigation:

- **Substantiated:** there is sufficient evidence to prove the allegation.

- **Malicious:** there is sufficient evidence to disprove the allegation and there has been a deliberate act to deceive or cause harm to the to the person subject to the allegation
- **False:** there is sufficient evidence to disprove the allegation.
- **Unsubstantiated:** there is insufficient evidence to either prove or disprove the allegation. The term, therefore, does not imply guilt or innocence.
- **Unfounded:** to reflect cases where there is no evidence or proper basis which supports the allegation being made.

In no circumstances would the school/Trust cease to use a member of supply staff due to safeguarding concerns without finding out the facts and liaising with the LADO to determine a suitable outcome. Whilst the Trust is not the employer of supply teachers, we will ensure allegations are dealt with properly and involve the supply staff agency in the process.

### 31.4 Supporting Those Involved

**Parents/carers of the child(ren) involved:** Parents or carers of the child involved will be told about the allegation if they do not already know of it. Where a strategy discussion is required, or police or children’s social care need to be involved, the academy will not tell the parents or carers until it has been agreed with those agencies what information can be shared.

The academy will keep parents or carers informed about the progress of the investigation. Where there is no criminal prosecution, the academy will tell parents or carers the outcome of the investigation. The deliberations of any disciplinary hearing, and the information taken into account in reaching a decision, will not normally be disclosed but the parents or carers of the child will usually be told the outcome **in confidence**.

**The member of staff or volunteer:** The academy has a duty of care to its employees and will act to minimise the stress inherent in the investigation process.

The person who is the subject of the allegation will be informed as soon as possible, usually after the initial discussion with the LADO. The person will be advised of the likely course of action unless the police or children’s social care raise an objection. In those circumstances the academy will work with children’s social care and the police to agree what information can be disclosed and when.

The Headteacher/Chief Executive/Governors/Trustees (as appropriate) will appoint a named representative to keep the person who is the subject of the allegation informed of the progress of the case and up to date on other school related matters. The Headteacher/Chief Executive/Governors/Trustees (as appropriate) will also consider what other support may be appropriate for the individual. The academy will advise the individual to contact their trade union representative or a colleague for support. They may also be given access to support services provided by the academy/Trust.

The person who is the subject of the allegation will be advised to contact their trade union representative, or a colleague for support.

Where an allegation is made against a member of supply staff, the supply agency should provide an additional support to that member of supply staff.

### 31.5 Suspension

Suspension is not an automatic response to an allegation being made. The academy will only suspend a member of staff following careful consideration of whether there is cause to suspect the child or other children is/are at risk of harm or the case is so serious that it might be grounds for dismissal. In

many cases, it may be possible for alternative arrangements to be made so that the individual can continue working.

The Trust makes the decision whether or not to suspend a member of staff. Where the police or children's social care are involved in the case, the academy will listen to their views regarding suspension.

The Trust has no authority or power to suspend a member of supply staff where an allegation is made against them. Instead, the Trust immediately will cease to use the services of that member of supply staff.

Where the member of staff is suspended, they will receive written confirmation within one working day and will be informed of the reason for the suspension.

After the suspension, if it is decided that the employee can return to the academy, measures will be put in place to support their return to work. This could include a phased return or offering another member of staff as a support system.

The academy will not prevent social contact with work colleagues and friends unless there is evidence to suggest such contact may prejudice the gathering of evidence.

### **31.6 Resignation**

If the individual resigns or the supply staff member, contractor or volunteer ceases to provide their service, the investigation into the allegation will be completed. The individual will be given the opportunity to engage with the investigation.

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

If the allegation is substantiated and:

- the employee is dismissed or resigns; or
- we cease to use the supply staff member's services as a result of the allegation; or
- we cease to use the contractor's services as a result of the allegation; or
- we cease to use the volunteer's services as a result of the allegation.

The Trust will consider whether a referral to the DBS and/or to the TRA is required.

Where an allegation is found to be false, the academy may refer the case to social services to determine whether the child needs support and/or to understand if there is a safeguarding reason why the false allegation was made.

The Trust's behaviour policy sets out the action that may be taken against pupils who are found to have made malicious allegations.

Where an allegation is made against a member of supply staff the outcome of the investigation will be shared with the supply agency and the LADO.

### **31.8 Post Incident Review**

It is good safeguarding practice for schools and academies to review incidents upon their conclusion so they can learn from them and continue to improve standards of safeguarding. Where allegations are made against staff, supply staff, contractors or volunteers, the academy may carry out a review at the conclusion of the case.

### 31.9 Timescales

Investigations into allegations against staff, including agency staff or volunteers or volunteers will be concluded as quickly and efficiently as possible to ensure that any risks to the child or other children and stress to the individual is minimised as far as possible.

### 31.10 Record Keeping

Allegations found to be false or malicious will be removed from the employment record of the individual. For all other allegations, a clear and comprehensive summary of the allegation, how it was followed up and resolved, a note of actions taken and decisions reached and a declaration on whether the information will be referred to in any future reference will be retained on the employment file. A copy will also be provided to the individual.

The record will be kept, including for people who leave the academy/Trust, at least until the person reaches normal pension age or for 10 years if that will be longer, from the date of the allegation.

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

### 31.11 Confidentiality

The academy will make every effort to maintain confidentiality and guard against unwanted publicity whilst an allegation is being investigated.

The Education Act 2002 introduced reporting restrictions preventing the publication of any material that may lead to the identification of a teacher in a school who has been accused by, or on behalf of, a pupil from the same school. This applies to parents and carers as well as the press.

### 31.12 Non-Recent Allegations

Where an adult makes an allegation to the academy/Trust] that they were abused as a child, that adult will be advised to report the allegation to the police.

Non recent allegations made by a child will be reported to the LADO in line with the local authority's procedures for dealing with non-recent allegations.

### 31.13 Part Two: Managing Low Level Concerns

This part of the policy will be followed when dealing with low level concerns raised in relation to members of staff, including supply staff, contractors or volunteers and may be adapted to each case as required. It will be used alongside the [academy/trusts] **complaints procedure, child protection and safeguarding policy, code of conduct and disciplinary procedure.**

The Trust promotes a culture in which all concerns about all adults working in or on behalf of the Trust (including supply teachers, contractors and volunteers) are addressed appropriately.

This policy is designed to:

- promote and support a culture of openness and trust where staff are clear about the behaviours expected of themselves and their colleagues.
- ensure staff are comfortable to raise low-level concerns; and
- provide for efficient and proportionate handling of those concerns.

### 31.14 Recognising Low Level Concerns

This policy will be used to manage 'low-level' concerns, defined in Part 4 of Keeping Children Safe in Education 2024 as any concern – no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:

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

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

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

### **31.15 Sharing Low Level Concerns**

For our culture of openness and trust to prevail, all staff should share any low level concerns they have. Serious Case Reviews and Safeguarding Practice Reviews have often evidenced how low level concerns felt and/or expressed by staff relating to individuals who were later found to have sexually abused children at a school were not recorded. When they are not recorded, they cannot be reviewed or studied for patterns of behaviour.

To minimise and hopefully eradicate the risk of those opportunities being missed, it is critical that staff understand their role in identifying and reporting low level concerns.

All staff are encouraged to immediately report low level safeguarding concerns as defined in this policy so that the identified behaviours can be investigated and managed appropriately.

All low level concerns in relation to staff, supply staff, contractors or volunteers should be reported immediately to the Headteacher. Concerns about the headteacher should be reported to the Chief Executive.

The procedure for reporting low level concerns is consistent with that for reporting allegations of abuse as set out in part one of this policy. Staff do not need to determine whether their concern meets the threshold set out in part one of this policy or is a low level concern. The Headteacher or Chief Executive (as appropriate) will make this determination once the staff member has reported the issue.

### **31.16 Responding to Low-level Concerns**

The Headteacher or Chief Executive (as appropriate) will review the concern to confirm that it is not a more serious issue that should be dealt with under part one of this policy. An issue reported as a low-level concern would be dealt under part one of this policy where it meets the threshold set out in part one or there is a pattern of low-level concerns expressed about the individual or wider staff practices generally. If necessary, the Headteacher or Chief Executive (as appropriate) will discuss the concern with the LADO to determine whether it should be dealt with under part one of this policy.

The Headteacher or Chief Executive (as appropriate) will discuss the concern with the individual who raised it and will investigate it as appropriate.

Most low-level concerns are likely to be minor and can be dealt with by means of management support or additional training. Where necessary, action may be taken in accordance with the Trust code of conduct and disciplinary procedure.

If the concern has been raised via a third party, the Headteacher or Chief Executive (as appropriate) will collect evidence by speaking directly to the person who raised the concern (unless it has been raised anonymously), the individual involved and any witnesses.

Where a low-level concern is raised about a member of supply staff or a contractor, the concern will be shared with supply agency so they can take appropriate steps in accordance with their own policies and statutory guidance.

### **31.17 Recording Low-level Concerns**

All low-level concerns will be recorded in writing and will include details of the concern, the context and action taken. The records will be kept confidential and held securely in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation.

Records of low-level concerns will be reviewed so potential patterns of concerning, problematic or inappropriate behaviour can be identified. If patterns are identified, the Trust will decide on an appropriate course of action and will refer the matter to the LADO where the behaviour moves from a concern to meeting the threshold set out in the first part of this policy.

The record of the low-level concern will be kept at least until the person leaves our Trust.

### **31.18 References**

Low level safeguarding concerns will not be included in references except where they have met the threshold for referral to the LADO and found to be substantiated, in which case they should be referred to in references.

## 32 Grievance Procedure

**Introduction:** If you have any grievance relating to any aspect of your employment, including any complaint about action which the Academy has taken or is contemplating taking you should endeavour to have it settled in accordance with this procedure. This procedure is not appropriate for disciplinary or capability matters. The appropriate procedures for these matters are contained elsewhere within the Employment Manual.

Issues that may cause grievances include:

- Terms and conditions of employment.
- Health and safety.
- Work relations.
- New working practices.
- Working environment.
- Organisational change; and
- Discrimination.

This procedure does not form part of an employee's contract of employment, and it may be amended at any time following consultation. The employer may also vary application of this procedure, including any time scales for action, as appropriate.

**Flexibility:** The Academy will usually follow this procedure in the event that you raise a grievance. However, there may be occasions depending on the circumstances of each case when the Academy considers it appropriate to change or omit parts of the procedure.

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

**Timescale:** Each step under this grievance procedure should be taken without unreasonable delay and where possible within ten working days.

**Who is covered by the procedure?** This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

### 32.1 Using this procedure

Employees should raise matters promptly and without unreasonable delay. The employer will deal with matters in the same way.

Complaints that may amount to an allegation of misconduct on the part of another employee will be investigated in accordance with this procedure and may be referred to and dealt with under the disciplinary procedure if appropriate, and you will be informed if this is the case.

This grievance procedure should not be used to complain about pay or performance management, dismissal or disciplinary action, or the outcomes of other procedures where there will be relevant appeal procedures in place. If you are dissatisfied with any disciplinary action, you should submit an appeal under the disciplinary procedure.

Where an employee raises a grievance during a disciplinary process, the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

There is a separate anti-harassment and bullying policy that may be useful if you believe you have been the victim of bullying or harassment, or wish to report an incident of bullying or harassment involving other people.

The employer operates a separate whistleblowing policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this grievance procedure.

Collective grievances can be made where there are two or more employees with the same grievance. However, issues that are the subject of collective negotiation or consultation with the trade union will not be considered under this procedure, and should be addressed through the appropriate joint collective negotiation and consultation arrangements.

This procedure should not be used in situations where the employee simply disagrees with a reasonable management instruction from a manager.

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This is an informal process, which involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

We offer access to confidential counselling, which is available on request. The details to access this service are on the Trust website.

### **32.2 Confidentiality and data protection**

It is the aim of the Trust to deal with grievance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat any information communicated to them in connection with grievance matters as confidential.

Employees, and anyone accompanying them (including witnesses), must not make electronic recordings of any meetings conducted under this procedure.

During any action, including any decisions taken under this procedure, the Trust will collect, process, and store personal data in accordance with our data protection policy. The data will be held securely and accessed by, and disclosed to, individuals only for the purposes of completing the grievance procedure. Records will be kept in accordance with our retention and destruction policy, and in line with the requirements of data protection legislation (being the UK General Data Protection Regulation and the Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time.

### **32.3 Low Level Concerns**

All staff are encouraged to report complaints that amount to low level concerns. Low level concerns are defined as any concern - no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' – that an adult working in or on behalf of the school or college may have acted in a way that:

- is inconsistent with the staff code of conduct, including inappropriate conduct outside of work; and

- does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the Local Authority Designated Officer (LADO).

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

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

Where staff wish to raise or report a low level concern, they should refer to the 'Allegations and concerns raised in relation to staff, supply staff, contractors and volunteer policy in the first instance, which can be found in this manual

### 32.4 The Procedure

**Raising Grievances Informally (Step 1):** We believe that most grievances can be resolved quickly and informally through open communication and discussion with your line manager or Headteacher. We would always aim to resolve your grievance informally where possible, and employees are encouraged to seek informal resolution. If you feel unable to speak to your manager, for example, because the complaint concerns them, then you should speak informally to the Headteacher/Chair of Governors. If this does not resolve the issue, you should follow the formal procedure below.

Whilst we encourage the informal resolution of complaints, we recognise that this is not always possible or appropriate. In such a situation, we will consider matters that are raised and we may, depending on the severity and in discussion with you, deal with the matter formally at Step 2 (below).

**Raising a Formal Grievance (Step 2):** If it is not appropriate to raise your grievance orally and informally or this does not resolve your grievance, you should set out your formal grievance in writing and pass it to your line manager. If your grievance concerns your line manager, you should submit your formal grievance to the Headteacher. If your grievance concerns the Headteacher, you should submit your formal grievance to the Chief Executive Officer. If your grievance concerns the Chief Executive Officer, you should submit your formal grievance to the Chair of the Board of Trustees. Headteachers should submit their grievance to the Chief Executive or if the grievance concerns the Chief Executive Officer, you should submit your formal grievance to the Chair of the Board of Trustees.

### 32.5 Investigating your grievance

In some cases it may be necessary for us to carry out an investigation into your grievance. The amount of investigation will depend upon the nature of the complaint and will vary from case to case.

It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The investigation will usually be carried out by Headteacher or someone else appointed by the Headteacher. [In the case of an investigation into a complaint against a Headteacher the Chair of Governors will determine who will carry out the investigation.]

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

The employer may initiate an investigation before holding a grievance meeting where the employer considers this appropriate. In other cases, we may hold a grievance meeting before deciding what

investigation (if any) to carry out. In those cases, we will hold a further grievance meeting with you after our investigation and before we reach a decision.

### **32.6 Right to be accompanied**

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

Should you choose to bring a companion to the hearing, you will be responsible for making these arrangements and for providing your companion with any paperwork that they require for the meeting.

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

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

If your chosen companion is unavailable at the time a meeting is scheduled, you may propose an alternative time for the meeting to take place, and so long as the alternative time is reasonable and within five working days after the original scheduled date, we will postpone the meeting. If your chosen companion will not be available for more than five working days afterwards, we may ask you to choose someone else.

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

### **32.7 Grievance meeting**

The employer will arrange a grievance meeting, normally within five working days of receiving your written grievance.

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

The grievance meeting will be chaired by the Headteacher. A HR representative may also be present.

The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made. Everyone involved in the process is entitled to be treated calmly and with respect. The Trust will not tolerate abusive or insulting behaviour from anyone taking part in grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

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

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

### 32.8 Appeal

**Initiating an appeal:** If you are dissatisfied with the decision made concerning your formal grievance, you may appeal the decision by notifying your line manager in writing within five working days giving full details of why you wish to appeal. If you need more time, you should notify your line manager within the five day period. An appeal panel to include the Headteacher will normally hear your appeal. However, if the Headteacher holds the grievance meeting at paragraph 8 above, or your grievance concerns the Headteacher, the Chief Executive Officer (or a person appointed by him or her) shall sit on the panel to hear your appeal. In the case of a Headteacher, the appeal will be heard by a panel to include a Director of the Board.

**Appeal procedure:** The panel shall investigate your appeal. They may call for copies of all relevant documents. The panel will invite you to attend a further meeting to discuss your appeal and will inform you in reasonable time of the timing and the location of the meeting. You must take all reasonable steps to attend the meeting.

**The appeal decision:** The panel's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.

**Right to be accompanied:** You may be accompanied to the appeal meeting by a colleague or trade union official.

### 32.9 Collective grievances

If you and another employee (or more than two of you) have identical grievances and all wish them to be addressed in the same grievance process, you and your colleagues can raise a collective grievance via this procedure, but please refer to paragraph 3.7 above. You and all your colleagues must agree (without any pressure being exerted on staff members to join the collective process) to do this.

If you and your colleagues do not entirely voluntarily agree to this arrangement, or if your grievances are not identical, the Trust will arrange to hear your grievances on an individual basis.

If you and your colleagues are all members of the same trade union, your trade union representative can (if you all wish him or her to do so) raise the grievance on your behalf. Alternatively, you and your colleagues can agree to nominate one of you to act on behalf of all of you.

Your collective grievance will be managed in accordance with Steps 1 to 3 above. However, the written collective grievance statement should also:

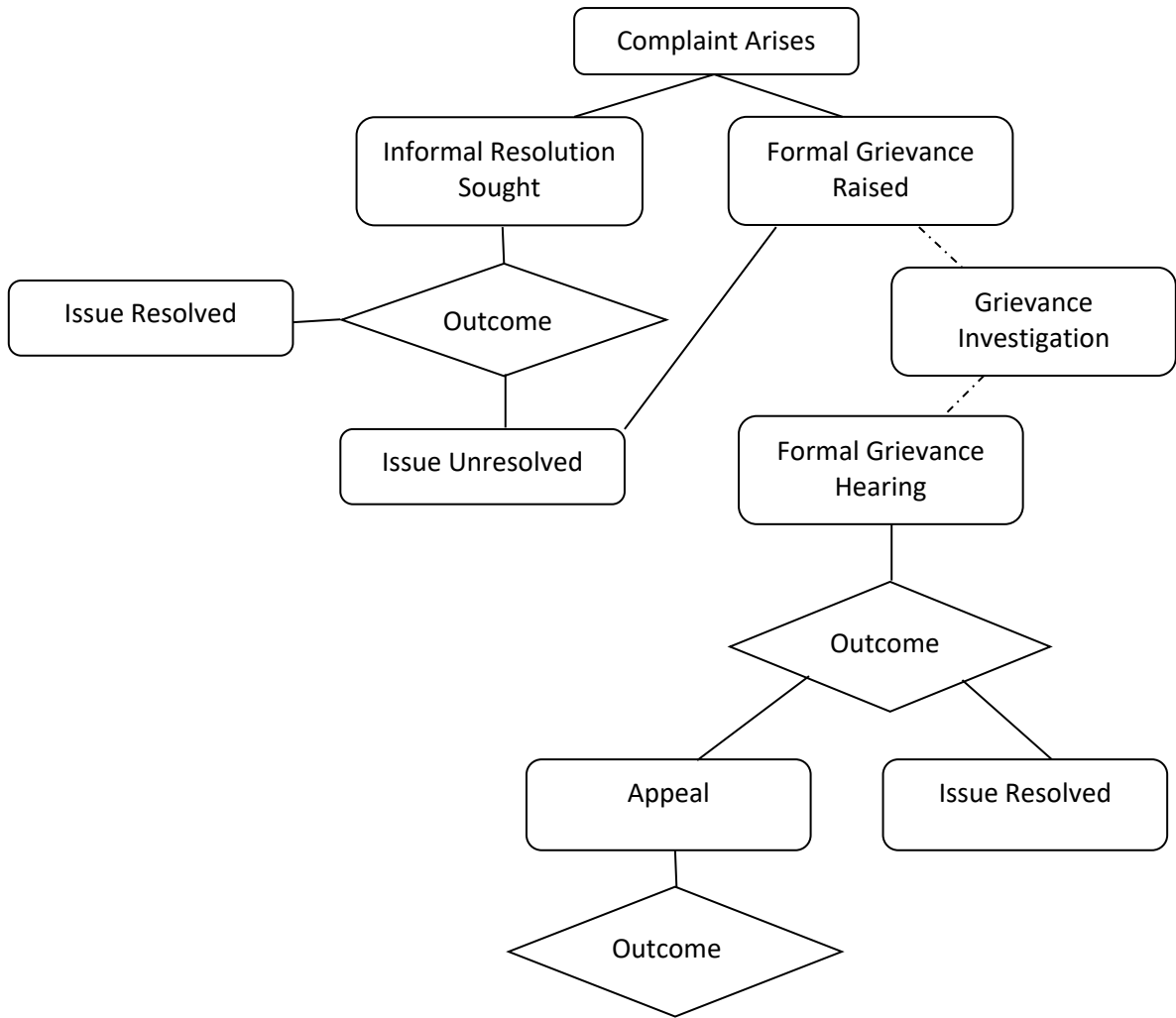
- Identify you and each of your colleagues who wish to raise the grievance.
- Identify any nominated trade union representative or colleague to represent you all.
- State that you have all voluntarily consented to use the collective grievance procedure.
- Confirm that you understand that the grievance will give each of you the right to only one collective grievance meeting, one identical outcome (if applicable), one appeal meeting and one identical appeal outcome.

If, following the grievance outcome, some employees are satisfied with the outcome and do not wish to proceed to an appeal, the request for an appeal should clearly identify those withdrawing from the process and those wishing to pursue the appeal.

### **32.10 Disciplinary proceedings**

In the event the grievance is upheld (either following the hearing or after an appeal), and if there is evidence to support such a course of action, the nature of the allegations may result in the Trust instigating the organisation's disciplinary policy against individuals identified of potential misconduct as a consequence of this procedure.

32.11 Grievance Process



### 32.12 Format for a Grievance Hearing

The Chair of Panel (Chair) conducting the hearing will open the meeting, and;

- Introduce those present. Explain the reason why they are present and what part they will take during the hearing.
- Check that everyone has received all of the documentation circulated by both parties.
- Outline the procedure to be followed;
- Advise that if either party requires an adjournment, that they should request it.

The Chair will ask the employee to confirm their complaint by presenting their case, and suggested resolution.

- The employee may call witnesses as part of presenting their case.
- The employee / representative will question the witness.
- The Headteacher / Investigating Officer may question the witness.
- The Panel / HR representative may question the witness.
- The above steps will be followed for each witness called by the employee / representative.
- The employee / representative may question their witness again about anything raised in the other parties questioning.

The Chair will ask the Headteacher (or investigating officer) to present their case / findings

- The Headteacher / Investigating Officer presents their case / findings by:
  - Explaining what they have investigated
  - Outlining the main outcomes of their investigation
- The employee / representative may question the Headteacher / Investigating officer .
- The Panel and their HR representative may question the Headteacher / Investigating Officer.
- The Headteacher / Investigating office will call any relevant witness (s), (if required to attend).
- The Headteacher / Investigating Officer will question the witness.
- The employee / representative may question the witness.
- The Panel / HR representative may question the witness.
- The above steps will be followed for each witness.

An adjournment may be required in order for the employee and /or Headteacher / Investigating Officer to prepare the summary of their case.

- The employee / representative summarise. No new points may be raised.
- The Headteacher / Investigating Officer summarises. No new points may be raised.

All parties withdraw except the Panel and the HR representative.

- The Panel makes the decision and will normally call back the employee and their representative to give their decision verbally, which will be followed up in writing.

### 33 Organisational Change Policy

**Introduction:** The Trust's approach on managing organisational change within the Trust is to improve organisational effectiveness, and this may include redundancy situation. The Trust will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

- The Trust communicates clearly with all affected employees and ensures that they are treated fairly.
- The Trust tries to find ways of avoiding compulsory redundancies.
- The Trust consults with employees; and
- Any selection for compulsory redundancy is undertaken fairly, reasonably and without discrimination.

The Trust recognises that this policy will not necessarily suit all circumstances and will need to be adapted to suit particular situations. This policy therefore applies to all employees but does not form part of any employee's contract of employment and may be amended from time to time.

It is recognised that certain changes (for example, a fall in roll, curriculum changes, budget cuts and restraints and outsourcing functions may make it necessary to consider a restructure and reorganisation of staffing that may include a change in job roles, reporting lines, operational set up, changes to terms and conditions and redundancies. The purpose of this policy is to have a clear framework in place that sets out what we will do whenever significant change within the Trust, including a reorganisation of staff and/or reduction in employees may become necessary.

**Definition:** Redundancy occurs when dismissal is wholly or mainly due to:

- the fact that the employer has ceased, or intends to cease, to carry on the business for the purposes for which the employee was employed, or has ceased or intends to cease to carry on that business in the place where the employee was so employed; or
- the fact that the requirements of the business for employees to carry out work of a particular kind or for employees to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

**Avoiding redundancies:** Wherever possible the Trust will try to avoid, or minimise, the number of potential redundancies. Steps which the Trust may consider, depending on the circumstances include:

- Identifying suitable alternative employment.
- Reviewing the use of agency staff, self-employed contractors and consultants.
- Restricting recruitment in areas into which affected employees might be redeployed.
- Introducing short time working, job sharing or other flexible working arrangements.
- Reducing overtime; and
- Inviting applications for early retirement or voluntary redundancy. The acceptance of voluntary redundancy, if offered, is entirely at the discretion of the Trust and any decisions will be taken based on the business interests of the Trust.

**Procedure:** When a potential redundancy situation exists, the Trust will seek to adopt the following procedure:

**Warning:** The Trust will advise all affected employees that a potential redundancy situation exists.

**Collective consultation:** If compulsory redundancies cannot be avoided and 20 or more employees are potentially to be made redundant within a period of 90 days or less the Trust will consult with the

representatives of affected employees. Where the statutory requirements do not apply, we will determine a reasonable consultation period based on the proposals

**Selection for redundancy:** The Trust will, where appropriate, use selection criteria to make provisional selections for redundancy. Selection criteria will be objective, fair, transparent and based on the Trust's business needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific redundancy situation and the proposed selection criteria will be consulted on during the consultation process. Where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.

Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

Protection from redundancy applies to certain employees. We will offer suitable alternative employment (where available) in the following circumstances:

<b>Circumstances</b>	<b>Length of protection</b>
<b>Pregnant employee taking maternity leave</b>	<b>Start:</b> When the employer has been notified of pregnancy <b>End:</b> 18 months from the child's date of birth if notified to employer before the end of maternity leave (or 18 months from the Expected Week of Childbirth if not notified) (Includes any time spent in this period on maternity leave or other statutory leave)
<b>Employee has suffered a miscarriage</b>	<b>Start:</b> When the employer has been notified of pregnancy <b>End:</b> Two weeks after the end of the pregnancy, for pregnancies ending before 24 weeks. <b>Note:</b> Pregnancies ending after 24 weeks are classed as stillbirths and the employee would be entitled to statutory maternity leave (see above).
<b>Employee taking adoption leave</b>	<b>Start:</b> Beginning of adoption leave <b>End:</b> 18 months from date of placement or date of entry into Great Britain (if overseas adoption). (Includes any time spent in this period on adoption leave or other statutory leave)
<b>Employee taking shared parental leave</b>	<b>Note:</b> If the employee has also taken maternity or adoption leave, the above periods apply instead. <b>Start:</b> Beginning of SPL <b>End:</b> If less than six weeks of SPL is taken, at the end of SPL. If more than six continuous weeks of SPL is taken, 18 months from child's date of birth (inclusive of any time spent on statutory leave) or the date the child enters Great Britain if adopting from overseas.

**Individual Consultation:** The Trust will consult individually with those employees provisionally selected for redundancy.

**Notice of redundancy:** Where selection for redundancy is confirmed affected employees will be advised in writing of the Trust's decision. Employees will be given notice of termination of employment

in accordance with their contracts together with written confirmation of the payments they will receive.

**Alternatives:** The Trust will continue to look for alternative employment for redundancy employees until their termination dates.

An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy.

**Appeal:** Employees selected for redundancy will have the right to appeal against the decision. The appeal must be made in writing, addressed to the Headteacher and made within 5 days of the date of termination. The appeal will be heard by a panel of one or more persons none of whom will have been involved with the initial redundancy procedure. The decision of the appeal panel will be communicated in writing and is final.

**Redundancy payment:** Employees selected for redundancy may, depending on their length of service, be entitled to a statutory redundancy payment.

## 34 Whistleblowing Policy

This policy has been formally adopted by the Trust Board as part of this manual and does not form part of your employment contract or other contract to provide services and we may amend it at any time

**Wrongdoing at work:** This procedure is designed to deal with disclosure of information by an employee which relates to some danger, bribery, corruption, fraud or other unlawful or unethical conduct in the workplace. Employment legislation governs the making of disclosures concerning workplace activities and is intended to protect employees who blow the whistle on bad practice from being subjected to any detriment or from being unfairly dismissed as a result. This procedure is available to all employees who discover something they feel that they should pass on in the interests of the public. All types of wrongdoing are included whether they are acts committed by fellow employees, faults in Trust or Academy procedures or oversights which should be rectified. The procedure should be used even in the event that the act or omission causing you concern has finished or has not yet started.

**Safeguarding:** Nothing within this policy is intended to prevent staff from complying with their statutory obligations in accordance with *Keeping children safe in education* (DfE, Sept 2021). In particular:

- **Safeguarding/ Child Protection Policy:** You should raise any initial safeguarding concerns about a child with the Designated Safeguarding Lead in accordance with the Trust's Child Protection and Safeguarding Policy and Procedures.
- **Safeguarding - member of staff:** You should raise any concerns about another staff member with the Headteacher, or if the concern is about the Headteacher, with the Chair of the Academy Standards and Ethos Committee or Chief Executive Officer (without first notifying the Headteacher).
- **Whistleblowing Policy:** You should follow this procedure to raise concerns about poor or unsafe safeguarding practices at the Academy or potential failures by the Academy or staff to properly safeguard the welfare of pupils if you are concerned that the Trust's Child Protection and Safeguarding Policy and Procedures are not being followed correctly.
- **Children's Social Care:** In exceptional circumstances, or if at any point there is a risk of immediate serious harm to a child, a referral should be made to Children's Social Care immediately.

**Grievances:** This procedure should not however be used where you have a complaint relating to your personal circumstances in the workplace. The Grievance Procedure contained in the Employment Manual should be used in such cases.

**Detriment:** Provided that this procedure is used appropriately and correctly you will not suffer any detriment as a result of reporting the wrongdoing. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your manager immediately. A failure to follow this procedure may however make the disclosure unreasonable and the protection given to you by this procedure may be lost.

### 34.1 Stage One

**Procedure:** You should disclose the suspected wrongdoing first to your line manager. In the event that your line manager is involved in the suspected wrongdoing, you shall be entitled to proceed directly to Stage two of this procedure.

**Response:** You can expect a response detailing to whom the disclosure has been notified or any action taken within five calendar days of your line manager becoming aware of the disclosure.

### 34.2 Stage Two

**Procedure:** If no response is forthcoming after five calendar days or if your line manager is involved in the suspected wrongdoing you shall be entitled to notify the Headteacher.

**Response:** You can expect a response detailing any action taken within five calendar days of the Headteacher becoming aware of the disclosure.

### 34.3 Stage Three

**Procedure:** If no such response is forthcoming you should inform the Chief Executive Officer of the disclosure.

At any stage, the Chief Executive or Chair of Trustees can be informed directly should this be considered necessary or appropriate and they will direct the disclosure accordingly or deal with it themselves.

### 34.4 Stage Four

**Outside body:** If you do not receive a response within five calendar days you shall be entitled to notify a relevant and appropriate body outside the Trust which may include:

- the Local Authority Designated Officer.
- Children's Social Care.
- the Health and Safety Executive (**HSE**).
- the Environment Agency.
- the Information Commissioner.
- the Department for Education (**DfE**).
- the Department for Business, Enterprise and Regulatory Reform (**BERR**).
- the Police.
- the Charity Commission.
- the Channel Police Practitioner; or
- OFSTED.

**Bypassing the procedure:** In extreme circumstances you will have the right to raise your concern directly with a relevant and appropriate outside body without first having followed the stages above.

**Extreme circumstances:** The Trust will consider extreme circumstances exist where you have a reasonable belief that: the Trust or Academy will subject you to detriment if you inform your line manager in accordance with Stage one above or if you inform the Headteacher in accordance with Stage two or you inform the Chief Executive Officer in accordance with Stage three; a cover-up is being mounted by the Trust; or a disclosure made previously to your line manager or the Headteacher or Chief Executive Officer in accordance with the stages above has not prompted a satisfactory response.

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

**Queries:** If you have any queries about this procedure, you should contact the HR Team.

## 35 Fair Processing Statement for Staff

### Introduction

This statement is aimed at all Trust staff and explains how the Trust uses Personal Data that is covered by the Data Protection Act 1998 (the **Act**). The Trust may amend this statement at any time.

The purpose of the Act is to safeguard information about individuals. The Act covers issues such as data security, individuals' rights to access information about them and use and disclosure of Personal Data.

The Trust is a Data Controller under the Act. This means that it is responsible for compliance with the Act.

Personal Data is information about identifiable individuals that is held on a computer or is held in a file by reference to specific criteria concerning the individual. It also applies to some other records such as certain medical records.

### 35.1 What Personal Data the Trust holds and How it Acquires it

Examples of the Personal Data which the Trust holds about staff include:

- information gathered during the recruitment process such as information about education and qualifications, professional achievements and suitability for the position applied for.
- information about job performance. This includes information about skills, achievements, career progression and disciplinary related matters; and
- other information about staff such as financial information, information held as part of equal opportunities monitoring, health information (such as information about allergies) and any information held concerning disability.

The Trust may acquire Personal Data in a number of ways. For example:

- staff may provide us with Personal Data about themselves, for example, during the recruitment process.
- Personal Data may be created internally by the Trust during the course of employment. An email from the Headteacher to a member of staff complimenting them on class management would be an example of this; and
- Personal Data may be acquired from outside of the Trust community such as from other schools, public authorities, public sources and in connection with references.

### 35.2 How the Trust Uses Personal Data

In respect of staff, the Trust commonly uses Personal Data for:

- ensuring that the Trust provides a safe and secure work environment.
- providing employment services (such as payroll and references).
- providing training and support.
- protecting and promoting our interests and objectives - this includes fundraising.
- for personnel, administrative and management purposes. For example, to pay staff and to monitor their performance.
- safeguarding and promoting the welfare of all staff and pupils; and
- fulfilling our contractual and other legal obligations.

The Trust may use Personal Data for other purposes where the Act allows and where providing an explanation would not be appropriate. For example, this includes sharing Personal Data about staff

with the relevant statutory agencies investigating allegations of misconduct or for the prevention and investigation of crime and the prosecution of offenders. The Trust will not use Personal Data for any other purpose unless it has first communicated the other purposes or it considers it is reasonable and fair to do so.

We may share Personal Data with the Academies of the Diocese of Salisbury Multi Academy Trust for the purposes listed in paragraph 35.3 above.

The Trust will not use staff Personal Data for direct marketing purposes if you ask it not to.

### 35.3 Specific Examples

This section gives specific examples of data processing which might be considered more intrusive. Because of the general wording in paragraphs 0 to 0 above it is not necessary to list every instance of how the Trust uses Personal Data but it is recommended that the Trust should add to the list above any other examples of data processing which might be considered unusual or intrusive. This might include use of staff medical information and biometrics.

**CCTV:** The Trust uses CCTV recordings for the purposes of crime prevention and investigation and also in connection with its obligation to safeguard the welfare of pupils, staff and visitors to the Trust site. CCTV recordings may be disclosed to third parties such as the police but only where such disclosure is in accordance with the Act.

**Photographs:** The Trust may use photographs of staff in its publications (but will not publish the name of the member of staff alongside the photo without consent).

### 35.4 Further Information

**Contact:** If you would like any further information about anything within this statement then please contact [dataprotection@dsat.org.uk](mailto:dataprotection@dsat.org.uk).

## 36 Staff Data Protection Policy

### 36.1 Introduction

This policy is about your obligations under the data protection legislation and must be read in conjunction with the Trust's main Data Protection Policy. Data protection is about regulating the way that the Trust uses and stores information about identifiable people (Personal Data). It also gives people various rights regarding their data - such as the right to access the Personal Data that the Trust holds on them.

The Diocese of Salisbury Academy Trust (the **Trust**) operates the **Schools**. The Trust is ultimately responsible for how you handle personal information. In this policy, we use the term "Trust" to mean both the individual Schools within the Trust and the Trust itself.

We will collect, store and process Personal Data about our staff, pupils, parents, suppliers and other third parties. We recognise that the correct and lawful treatment of this data will maintain confidence in the Trust and will ensure that the Trust operates successfully.

You are obliged to comply with this policy when processing Personal Data on our behalf. Any breach of this policy may result in disciplinary action.

The Data Protection Officer is responsible for helping you to comply with the Trust's obligations. All queries concerning data protection matters should be raised with the Data Protection Officer.

### 36.2 Application

This policy is aimed at all staff working in the Trust (whether directly or indirectly), whether paid or unpaid, whatever their position, role or responsibilities, which includes employees, governors, contractors, agency staff, work experience / placement students and volunteers.

This policy does not form part of your contract of employment and may be amended by the Trust at any time.

### 36.3 What Information Falls Within the Scope of this Policy

Data protection concerns information about individuals.

Personal Data is data which relates to a living person who can be identified either from that data, or from the data and other information that is available.

Information as simple as someone's name and address is their Personal Data.

In order for you to do your job, you will need to use and create Personal Data. Virtually anything might include Personal Data.

Examples of places where Personal Data might be found are:

- on a computer database.
- in a file, such as a pupil report;
- a register or contract of employment.
- pupils' exercise books, coursework and mark books.
- health records; and
- email correspondence.

Examples of documents where Personal Data might be found are:

- a report about a child protection incident.
- a record about disciplinary action taken against a member of staff.
- photographs of pupils.
- a tape recording of a job interview.
- contact details and other personal information held about pupils, parents and staff and their families.
- contact details of a member of the public who is enquiring about placing their child at the School.
- financial records of a parent.
- information on a pupil's performance; and
- an opinion about a parent or colleague in an email.

These are just examples - there may be many other things that you use and create that would be considered Personal Data.

**Categories of Critical Personal Data:** The following categories are referred to as **Critical Personal Data** in this policy. You must be particularly careful when dealing with Critical Personal Data which falls into any of the categories below:

- information concerning child protection matters.
- information about serious or confidential medical conditions and information about special educational needs.
- information concerning serious allegations made against an individual (whether or not the allegation amounts to a criminal offence and whether or not the allegation has been proved).
- financial information (for example about parents and staff).
- information about an individual's racial or ethnic origin.
- political opinions.
- religious beliefs or other beliefs of a similar nature.
- trade union membership.
- physical or mental health or condition.
- sex life or sexual orientation.
- genetic information.
- information relating to actual or alleged criminal activity; and
- biometric information (e.g. a pupil's fingerprints following a criminal investigation).

If you have any questions about your processing of these categories of Critical Personal Data please speak to the Data Protection Officer.

### 36.4 Your Obligations

**Personal Data must be processed fairly, lawfully and transparently:** What does this mean in practice?

- "Processing" covers virtually everything which is done in relation to Personal Data, including using, disclosing, copying and storing Personal Data.
- People must be told what data is collected about them, what it is used for, and who it might be shared with, unless it is obvious. They must also be given other information, such as, what rights they have in their information, how long we keep it for and about their right to complain to the Information Commissioner's Office (the data protection regulator).

This information is often provided in a document known as a privacy notice or a transparency notice. Copies of the Trust's privacy notices can be accessed on the Trust's website or obtained from the Data Protection Officer. You must familiarise yourself with the Trust's Pupil, Parent and Staff Privacy notices.

If you are using Personal Data in a way which you think an individual might think is unfair please speak to the Data Protection Officer.

You must only process Personal Data for the following purposes:

- ensuring that the Trust provides a safe and secure environment.
- providing pastoral care.
- providing education and learning for our pupils.
- providing additional activities for pupils and parents (for example activity clubs).
- protecting and promoting the Trust's interests and objectives (for example fundraising)
- safeguarding and promoting the welfare of our pupils; and
- to fulfil the Trust's contractual and other legal obligations.

If you want to do something with Personal Data that is not on the above list, or is not set out in the relevant privacy notice(s), you must speak to the Data Protection Officer. This is to make sure that the Trust has a lawful reason for using the Personal Data.

We may sometimes rely on the consent of the individual to use their Personal Data. This consent must meet certain requirements and therefore you should speak to the Data Protection Officer if you think that you may need to obtain consent.

**You must only process Personal Data for limited purposes and in an appropriate way:** What does this mean in practice?

For example, if pupils are told that they will be photographed to enable staff to recognise them when writing references, you should not use those photographs for another purpose (e.g. in the Trust's prospectus). Please see the Trust's Code of Conduct and the Guidance for Staff on the use of Photographs and Videos of Pupils by the Trust for further information relating to the use of photographs and videos.

**Personal Data held must be adequate and relevant for the purpose:** What does this mean in practice?

This means not making decisions based on incomplete data. For example, when writing reports you must make sure that you are using all of the relevant information about the pupil.

**You must not hold excessive or unnecessary Personal Data:** What does this mean in practice?

Personal Data must not be processed in a way that is excessive or unnecessary. For example, you should only collect information about a pupil's medical history if that Personal Data has some relevance, such as allowing the Trust to care for the pupil and meet their medical needs.

**The Personal Data that you hold must be accurate:** What does this mean in practice?

You must ensure that Personal Data is complete and kept up to date. For example, if a parent notifies you that their contact details have changed, you should update the Trust's information management system.

**You must not keep Personal Data longer than necessary:** What does this mean in practice?

The Trust has a policy about how long different types of data should be kept for and when data should be destroyed. This applies to both paper and electronic documents. You must be particularly careful when you are deleting data.

Please speak to the Data Protection Officer for guidance on the retention periods and secure deletion.

**You must keep Personal Data secure: You must comply with the following Trust policies and guidance relating to the handling of Personal Data:**

- information security policy.
- Guidance for Staff on the use of Photographs and Videos of Pupils by the Trust.
- IT acceptable use policy for staff; and
- information and records retention policy.

**You must not transfer Personal Data outside the EEA without adequate protection:** What does this mean in practice?

If you need to transfer personal data outside the EEA please contact the Data Protection Officer]. For example, if you are arranging a school trip to a country outside the EEA.

### 36.5 Sharing Personal Data Outside the Trust - Dos and Don'ts

Please review the following dos and don'ts:

- **DO** share Personal Data on a need to know basis - think about why it is necessary to share data outside of the Trust - if in doubt - always ask your manager.
- **DO** encrypt emails which contain Critical Personal Data described in paragraph 0 above. For example, encryption should be used when sending details of a safeguarding incident to social services.
- **DO** make sure that you have permission from your manager or the Data Protection Officer to share Personal Data on the Trust website.
- **DO** be aware of "blagging". This is the use of deceit to obtain Personal Data from people or organisations. You should seek advice from the Data Protection Officer where you are suspicious as to why the information is being requested or if you are unsure of the identity of the requester (e.g. if a request has come from a parent but using a different email address);
- **DO** be aware of phishing. Phishing is a way of making something (such as an email or a letter) appear as if it has come from a trusted source. This is a method used by fraudsters to access valuable personal details, such as usernames and passwords. Don't reply to email, text, or pop-up messages that ask for personal or financial information or click on any links in an email from someone that you don't recognise. Report all concerns about phishing to the IT department.
- **DO NOT** disclose Personal Data to the Police without permission from the Data Protection Officer (unless it is an emergency); and
- **DO NOT** disclose Personal Data to contractors without permission from the Data Protection Officer. This includes, for example, sharing Personal Data with an external marketing team to carry out a pupil recruitment event.

### 36.6 Sharing Personal Data within the Trust

This section applies when Personal Data is shared between the schools and the Trust.

Personal Data must only be shared within the Trust on a "need to know" basis.

Examples of sharing which are **likely** to comply with data protection legislation:

- a teacher discussing a pupil's academic progress with other members of staff (for example, to ask for advice on how best to support the pupil);
- informing an exam invigilator that a particular pupil suffers from panic attacks; and
- disclosing details of a teaching assistant's allergy to bee stings to colleagues so that you/they will know how to respond (but more private health matters must be kept confidential).

Examples of sharing which are **unlikely** to comply with data protection legislation:

- informing all staff that a pupil has been diagnosed with dyslexia (rather than just informing those staff who teach the pupil); and
- disclosing personal contact details for a member of staff (e.g. their home address and telephone number) to other members of staff (unless the member of staff has given permission or it is an emergency).

You may share Personal Data to avoid harm, for example in child protection and safeguarding matters. You should have received training on when to share information regarding welfare and safeguarding issues. If you have not received this training please contact Headteacher as a matter of urgency.

### 36.7 Individuals' Rights in Their Personal Data

People have various rights in their information.

You must be able to recognise when someone is exercising their rights so that you can refer the matter to the Data Protection Officer. These rights can be exercised either in writing (e.g. in an email) or orally.

Please let the Data Protection Officer know if anyone (either for themselves or on behalf of another person, such as their child):

- wants to know what information the Trust holds about them or their child.
- asks to withdraw any consent that they have given to use their information or information about their child.
- wants the Trust to delete any information.
- asks the Trust to correct or change information (unless this is a routine updating of information such as contact details).
- asks for electronic information which they provided to the Trust to be transferred back to them or to another organisation.
- wants the Trust to stop using their information for direct marketing purposes. Direct marketing has a broad meaning for data protection purposes and might include communications such as the Trust newsletter or alumni events information; or
- objects to how the Trust is using their information or wants the Trust to stop using their information in a particular way, for example, if they are not happy that information has been shared with a third party.

### 36.8 Requests for Personal Data (Subject Access Requests)

One of the most commonly exercised rights mentioned in section 36.8 above is the right to make a subject access request. Under this right people are entitled to request a copy of the Personal Data which the Trust holds about them (or in some cases their child) and to certain supplemental information.

Subject access requests do not have to be labelled as such and do not even have to mention data protection. For example, an email which simply states "Please send me copies of all emails you hold about me" is a valid subject access request. You must always immediately let the Data Protection Officer know when you receive any such requests.

Receiving a subject access request is a serious matter for the Trust and involves complex legal rights. Staff must never respond to a subject access request themselves unless authorised to do so.

When a subject access request is made, the Trust must disclose all of that person's Personal Data to them which falls within the scope of his/her request - there are only very limited exceptions. There is

no exemption for embarrassing information - so think carefully when writing letters and emails as they could be disclosed following a subject access request. However, this should not deter you from recording and passing on information where this is appropriate to fulfil your professional duties, particularly in relation to safeguarding matters.

### **36.9 Breach of this Policy**

A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.

A member of staff who deliberately or recklessly discloses Personal Data held by the Trust without proper authority is also guilty of a criminal offence.

## 37 IT Acceptable Use Policy

### 37.1 Introduction

ICT is provided to support and improve the teaching and learning in our Trust as well as ensuring the smooth operation of our administrative and financial systems.

This policy sets out the requirements with which you must comply when using the Trust's IT and when otherwise using IT in connection with your job including:

- The Trust's email and internet services.
- Telephones and faxes.
- the use of mobile technology on Trust premises or otherwise in the course of your employment (including 3G / 4G / 5G, Bluetooth and other wireless technologies) whether using an Academy, Trust or a personal device; and
- any hardware (such as laptops, printers or mobile phones) or software provided by, or made available by, the Trust.
- This policy also applies to your use of IT off Trust premises if the use involves Personal Information of any member of the Trust community or where the culture or reputation of the Trust or any of its academies are put at risk.
- The policy also provides advice and guidance to our employees on the safe use of social media which should be read in conjunction with our social media policy.

**Failure to comply:** Failure to comply will constitute a disciplinary offence and will be dealt with under the Trust's Disciplinary Procedure.

Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may itself result in disciplinary action.

**Property:** You should treat any property belonging to the Trust with respect and reasonable care and report any faults or breakages immediately to the Academy Finance Officer/Business Manager. You should not use the Trust's computers or other IT resources unless you are competent to do so and should ask for training if you need it.

**Viruses and other malicious code:** You should be aware of the potential damage that can be caused by computer viruses and other malicious code. You must not introduce, introduce or operate any hardware, programmes or data (including computer games) or open suspicious emails which have not first been checked by the Trust for viruses.

**Passwords:** Passwords should be long, for example you could use a song lyric or a memorable phrase plus a number. Do not choose a password which is so complex that it's difficult to remember without writing it down. Your password should not be disclosed to anyone else. In addition:

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

**Leaving workstations:** If you leave your workstation for any period of time you should take appropriate action and, in particular, you should log off and / or set your screen saver with an appropriate password.

**Concerns:** You have a duty to report any concerns about the use of IT at the Trust to [• the Head]. For example, if you have a concern about IT security or pupils accessing inappropriate material.

**Other policies:** This policy should be read alongside the following:

- Code of Conduct.
- Data Protection Policy for Staff.
- Trust-wide Data Protection Policies; and
- Acceptable use policy for pupils.
- Preventing sexual harassment policy.
- Dignity at work policy.

### 37.2 Internet

**Downloading:** Downloading of any programme or file which is not specifically related to your job is strictly prohibited.

**Personal use:** The Trust permits the incidental use of the internet so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the Trust discovers that excessive periods of time have been spent on the internet provided by the Trust or it has been used for inappropriate purposes (as described in section 14 below) either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Headteacher

**Unsuitable material:** Viewing, retrieving or downloading of pornographic, terrorist or extremist material, or any other material which the Trust believes is unsuitable, at any time, is strictly prohibited and constitutes gross misconduct. Internet access may be withdrawn without notice at the discretion of the Head whilst allegations of unsuitable use are investigated by the Trust.

**Location services:** The use of location services represents a risk to the personal safety of those within the Trust community, the Trust's security and its reputation. The use of any website or application, whether on a Trust or personal device, with the capability of publicly identifying the user's location while on Trust premises or otherwise in the course of employment is strictly prohibited at all times.

**Contracts:** You are not permitted to enter into any contract or subscription on the internet (including through an App) on behalf the Trust or any of its Academies, without specific permission from the Headteacher. This applies both to "free" and paid for contracts, subscriptions and Apps.

**Retention periods:** The Trust keeps a record of staff browsing histories for a period of 6 months.

### 37.3 Email

**Personal use:** The Trust permits the incidental use of its email systems to send personal emails as long as such use is kept to a minimum and takes place substantially out of normal working hours. Personal emails should be labelled 'personal' in the subject header. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. The Trust may monitor your use of the email system, please see paragraphs concerning data protection disclosures, and monitoring below, and staff should advise those they communicate with that such emails may be monitored. If the Trust discovers that you have breached these requirements, disciplinary action may be taken.

**Status:** Email should be treated in the same way as any other form of written communication. Anything that is written in an email is treated in the same way as any form of writing. You should not include anything in an email which is not appropriate to be published generally.

**Inappropriate use:** Any email message which is abusive, harassing, discriminatory on grounds of sex, marital or civil partnership status, age, race, disability, sexual orientation or religious belief (or otherwise contrary to our equal opportunities policy), or defamatory is not permitted. Use of the email system in this way constitutes gross misconduct. The Trust will take no responsibility for any offence caused by you as a result of downloading, viewing or forwarding inappropriate emails.

**Legal proceedings:** You should be aware that emails are disclosable as evidence in court proceedings and even if they are deleted, a copy may exist on a back-up system or other storage area.

**Jokes:** Trivial messages and jokes should not be sent or forwarded to the email system. They could cause the Trust's IT system to suffer delays and / or damage or could cause offence.

**Contracts:** Contractual commitments via an email correspondence are not allowed without prior authorisation of the Headteacher.

**Disclaimer:** All correspondence by email should contain the Trust's disclaimer.

**Data protection disclosures:** Subject to a number of limited exceptions, potentially all information about an individual may be disclosed should that individual make a subject access request under data protection legislation. There is no exemption for embarrassing information (for example, an exchange of emails containing gossip about the individual will usually be disclosable). **Staff must be aware that anything they put in an email is potentially disclosable.**

### 37.4 Monitoring

The Trust regularly monitors and accesses its IT system for purposes connected with the operation of the Trust. The Trust IT system includes any hardware, software, email account, computer, device or telephone provided by the Trust or used for Trust business. The Trust may also monitor staff use of the Trust telephone system and voicemail messages. Staff should be aware that the Trust may monitor the contents of a communication (such as the contents of an email).

The purposes of such monitoring and accessing include:

- to help the Trust with its day to day operations. For example, if a member of staff is on holiday or is off sick, their email account may be monitored in case any urgent emails are received; and
- to check staff compliance with the Trust's policies and procedures and to help the Trust fulfil its legal obligations. For example, to investigate allegations that a member of staff has been using their email account to send abusive or inappropriate messages.

Monitoring may be carried out on a random basis and it may be carried out in response to a specific incident or concern.

The Trust may also use software which automatically monitors the Trust IT system (for example, it would raise an alert if a member of Staff visited a blocked website or sent an email containing an inappropriate word or phrase).

The monitoring may be carried out by senior leaders in conjunction our IT providers. If anything of concern is revealed as a result of such monitoring then this information may be shared with appropriate senior leaders and this may result in disciplinary action. In exceptional circumstances concerns will need to be referred to external agencies such as the Police. Social networking and use of the chatrooms, community forums and messaging using any device

The internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media, such as Facebook, Twitter, Instagram, LinkedIn, blogs and wikis. Use of social media can pose risks to our ability to safeguard children and young people, protect our confidential information and reputation, and can jeopardise our compliance with our legal obligations. This could also be the case during off duty time.

- you should exercise caution when using social networks. You must not communicate with pupils over social network sites. You must block and report unwanted communications from pupils. You are personally responsible for what you communicate on social media.
- you must never knowingly communicate with pupils in these forums or via personal email account or personal mobile phones.
- you must not interact with any ex-pupil of the Trust who is under 18 on such sites.
- communication with pupils should only be conducted through our usual approved channels. This communication should only ever be related to our business.
- you must not post disparaging, harassing or defamatory statements about:
  - our Trust.
  - our pupils, parents or carers.
  - our governors or employees.
  - other affiliates and stakeholders.
- you should avoid communications that might be misconstrued in a way that could damage our reputation, even indirectly.
- you should make it clear in social media postings that you are speaking on your own behalf. Write in the first person and use a personal email address when communicating via social media.
- if you disclose that you work at the Trust], you must also state that your views do not represent those of the Trust. You should also ensure that your profile and any content you post are consistent with the professional image you present to pupils and colleagues. Take care to avoid posting comments about Trust related topics even if you make it clear that the views do not represent the views of the Trust; your comments could still damage our reputation.
- if you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you have discussed it with your line manager.

### 37.5 Prohibited Acts

The following acts are prohibited in relation to the use of our IT systems and will not be tolerated:

- violating copyright laws.
- attempting to harm minors in any way.
- creating, viewing, accessing, uploading, posting, messaging, downloading or otherwise transmitting pornographic, discriminatory, harassing, offensive, or criminal material.
- impersonation of any person or entity, or to falsely state or otherwise misrepresent an affiliation with a person or entity.
- forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through any internet service.
- uploading, posting, messaging or otherwise transmitting any content that without the right to transmit under any law or under contractual or fiduciary relationships (such as inside

information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

- uploading, posting, messaging or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- uploading, posting, messaging or otherwise transmitting any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.
- "Stalking" or otherwise harassing any user or employee.
- collection or storage of personal data about other users; and
- attempting to access, or accessing restricted areas of the network, or to any password protected information, unless authorised by the Headteacher or as a recognised part of your role.

## **38 Social Media Policy**

We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, TikTok, gaming platforms, blogs and wikis. Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use. However, employees' use of social media can pose risks to our ability to safeguard children and young people, protect confidential information and reputation, and can jeopardise our compliance with legal obligations. This could also be the case during off duty time.

Employees using social media are also potentially at risk of others misunderstanding the intent behind online communications or blurring of professional boundaries between children and young people and their parents or carers. This policy therefore sets out the Trust's expectations regarding the use of social media.

To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, and that the use of personal devices does not have an adverse impact on our business we expect employees to adhere to this policy.

This policy does not form part of any employee's contract of employment and it may be amended at any time.

### **38.1 Who is covered by the policy?**

This policy covers all employees working at all levels and grades. It also applies to consultants, contractors, casual and agency staff and volunteers (collectively referred to as staff in this policy).

Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

### **38.2 Scope and purpose of the policy**

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, WhatsApp, TikTok, Wikipedia, all other social networking sites, and all other internet postings, including blogs.

It applies to the use of social media for both business and personal purposes, whether during working hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.

Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

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

The Board has overall responsibility for the effective operation of this policy, but has delegated day-to-day responsibility for its operation to the CEO and Headteachers. Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks also lies with the CEO and Headteachers.

All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all staff understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements. Managers will be given training in order to do this.

All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to the Headteacher. Questions regarding the content or application of this policy should be directed to the Headteacher.

### **38.4 Compliance with related policies and agreements**

Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

- breach our ICT user policy;
- breach our obligations with respect to the rules of relevant regulatory bodies;
- breach any obligations they may have relating to confidentiality;
- breach our Disciplinary Rules;
- defame, disparage or otherwise bring into disrepute the Trust or its affiliates, governors, students, parents and carers, staff, business partners, suppliers, vendors or other stakeholders;
- harass or bully other staff in any way or breach our Anti-harassment and bullying policy;
- unlawfully discriminate against other staff or third parties or breach our Equal opportunities policy;
- breach our Data Protection Policy (for example, never disclose personal information about a colleague online);
- breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).
- Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the Trust and create legal liability for both the author of the reference and the Trust.
- Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

### **38.5 Personal use of social media**

We recognise that employees may work long hours and occasionally may desire to use social media for personal activities at work or by means of our computers, networks and other IT resources and communications systems. We authorise such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the Trust's business are also prohibited.

### **38.6 Monitoring and data protection**

The contents of our IT resources and communications systems, held in whatever media, including information and data held on computer systems, hand-held devices, tablets or other portable or electronic devices and telephones, relating both to the Employer's own education provision or any pupils, clients, suppliers and other third parties with whom the Employer engages or provides educational provision for, remains our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

We may monitor, intercept and review, without further notice, employee activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and are for legitimate business purposes. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

We will comply with the requirements of Data Protection Legislation being the UK General Data Protection Regulation and the Data Protection Act 2018 and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the monitoring of our IT resources and communication systems. Monitoring undertaken is in line with our Workforce Privacy Notice which sets out how we will gather, process and hold personal data of individuals during their employment. Our Data Protection Policy sets out how we will comply with Data Protection Legislation.

In line with the requirements of Data Protection Legislation, we may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice. Records will be kept in accordance with our Workforce Privacy Notice, and our Retention and Destruction Policy.

Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the Trust.

For further information, please refer to our ICT user policy and Data Protection Policy.

### **38.7 Business use of social media**

If your duties require you to speak on behalf of the Trust in a social media environment, you must still seek approval for such communication from your manager, who may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.

Likewise, if you are contacted for comments about the Trust for publication anywhere, including in any social media outlet, direct the inquiry to DSAT Services and do not respond without written approval.

The use of social media for business purposes is subject to the remainder of this policy.

### **38.8 Recruitment**

In line with measures identified in statutory guidance relating to safeguarding practice the Trust may conduct searches, either themselves or through a third party, on social media in order to identify anything said or done that could give rise to a safeguarding concern.

Management of online searches (either by carrying out the search or instructing a third party to do so), and the collation of information will be carried out independently from those managing the recruitment and selection process. Only information relevant to safeguarding concerns obtained from the search will be passed over for consideration during the recruitment process for use during the shortlisting process.

### **38.9 Responsible use of social media**

The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely and in order to protect staff and the Trust.

Employees' use of social media can pose risks to our ability to safeguard children and young people, protect our confidential information and reputation, and can jeopardise our compliance with our legal obligations. This could also be the case during off duty time.

### **38.10 Safeguarding children and young people:**

You should not:

- Communicate with pupils over social network sites. You must block unwanted communications from pupils.
- You should never knowingly communicate with pupils in these forums or via personal email account or using your school e-mail account where the communication is non-school related.
- You should not interact with any ex-pupil of the Trust who is under 18 on such sites.
- Communication with pupils should only be conducted through our usual channels. This communication should only ever be related to our business.

### **38.11 Protecting our business reputation:**

Staff must not post disparaging or defamatory statements about:

- our Trust;
- our students or their parents or carers;
- our governors or staff;
- suppliers and vendors; and
- other affiliates and stakeholders,
- but staff should also avoid social media communications that might be misconstrued in a way that could damage our Trust's reputation, even indirectly.

Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the School / Academy / Trust] itself, future employers and social acquaintances for a long time. Keep this in mind before you post content.

If you disclose your affiliation as an employee of our Trust, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not

represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to students and colleagues.

Avoid posting comments about sensitive Trust-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the Trust, your comments could still damage our reputation.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with the Headteacher.

If you see content in social media that disparages or reflects poorly on our Trust or our stakeholders, you should print out the content and contact the Headteacher. All staff are responsible for protecting our Trust's reputation.

### **38.12 Respecting intellectual property and confidential information:**

Staff should not do anything to jeopardise our confidential information and intellectual property through the use of social media.

In addition, staff should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the Trust, as well as the individual author.

Do not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission.

To protect yourself and the Trust against liability for copyright infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate anyone's copyright or trademark, ask the Headteacher before making the communication.]

The contact details of business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required to delete all such details from your personal social networking accounts, such as Facebook accounts, on termination of employment.

### **38.13 Respecting colleagues, students, parents and carers, governors and other stakeholders:**

Do not post anything that your colleagues or our students, parents and carers, governors and other stakeholders would find offensive, including discriminatory comments, insults or obscenity.

Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

## 39 Communications Policy

**The media:** You must not make contact with or communicate with any member of the press or media or anyone so connected, on behalf of the Trust or any of its Academies unless you have obtained the prior permission of your Headteacher or the Chief Executive Officer.

**Authorised:** The employees authorised to give press releases will be the Chief Executive Officer and Headteachers.

**Statement:** If you are approached by any member of the press or media to make a statement on behalf of the Trust or one of its Academies you should decline to make any statement whatsoever and refer the matter immediately to the Headteacher or Line Manager.

**Teachers' right to anonymity:** Teachers have the legal right to anonymity when facing allegations of criminal wrongdoing involving a registered pupil of the Trust until such time as they are formally charged with an offence. The right to anonymity has been introduced by law to protect teachers against malicious allegations.

**Criminal offence:** It is a criminal offence for any person to publish information that could lead the public to identify the teacher concerned. Publication of information includes any speech, writing, relevant programme or other communication in whatever form, which is addressed to the public at large or any section of the public. Therefore any statement made by you to a member of the public which leads to a teacher's loss of anonymity could potentially result in your criminal prosecution. In particular, messages posted on social media regarding the allegation and those involved, even if not named directly, could contravene the law.

**Criminal sanction:** If you are found to have breached the teacher's right to anonymity you may be personally liable to criminal prosecution and a fine as well as disciplinary action in accordance with the Trust's procedures.

**The public:** In addition to the prohibition on making statements to the media you must not at any time make any statement or publish any information in any form to any person, group, company or organisation, whether on your own behalf or on behalf of the Trust or one of its Academies which includes in staff meetings, parent meetings or any conversation regarding any incident or allegation:

- involving any current or former member of staff or pupil of the Trust; and
- which is under investigation by the Trust and / or the relevant authorities or is likely to be the subject of such an investigation.

In particular you must under no circumstances divulge the name or any other information which could reveal the identity of a member of staff accused of a criminal offence involving a pupil or any information that could identify the pupil making the allegation save for in accordance with the whistleblowing policy, if appropriate.

**Gross misconduct:** Any action taken in contravention of this policy may constitute gross misconduct.

**Reporting your concerns:** Nothing in this policy shall prevent you from disclosing any safeguarding concern in accordance with the Trust's child protection and whistleblowing policies. Reporting your concerns in accordance with these procedures is actively encouraged by the Trust.

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

## 40 Reference Policy

**Professional references:** This policy only relates to professional references which bear the name of the Trust or one of its Academies and represents an official statement of the Trust's or one of its Academy's assessment of an existing or a former employee. These are written on the Trust's headed notepaper.

**Authorised referees:** The only employees authorised to give a professional reference will be the Chief Executive Officer and Headteachers. The Chief Executive Officer and Headteachers may delegate responsibility for preparing references to other members of staff where appropriate

**Content of references:** Professional references will be provided on a reference pro forma or by letter. The Trust will respond to any reference request in accordance with safer recruitment guidance in force from time to time.

Comments on suitability for a new job must be given with caution as they are difficult to justify objectively. They should not be made where an Applicant is applying for a role different from the role they undertook. However, references should confirm whether you are satisfied with the applicant's suitability to work with children. Advice should be sought from your line manager or HR provider before proceeding if there are any concerns about this.

Low level safeguarding concerns should not be included in references except where they met the threshold for referral to the LADO and were found to be substantiated. References should only provide the facts (not opinions) of any substantiated safeguarding allegations.

Once an offer of conditional employment is made, if requested a reference can include details as to the number of days' absence from work an Applicant has had during the past year. However, personal information about an Applicant's health is special category data and cannot be disclosed without the consent from the Applicant. If a Referee is asked to provide information regarding the reasons for an Applicant's absence it should exercise caution and seek consent from the employee before responding.

The Trust must give a reference if there was a written agreement to do so, or if they are under some other obligation to do so, such as providing certain information under the terms of the Funding Agreement or under the agreed terms of a settlement agreement.

**Personal references:** Employees will not be required to follow this procedure when writing personal references. Personal references will not be written on the notepaper of the Trust or the Academy nor refer to a person's professional performance or their relationship with the Trust or any of its Academies. Personal references simply record one person's experience of another. Any individual giving such a personal reference is personally responsible for anything said in that reference. Such references must state that they are personal references and do not represent the views of the Trust or the Academy.

**Telephone:** Although the Trust will confirm the accuracy of written references by telephone, it will not provide additional information or expand upon written references provided.

**Data protection and disclosure:** In accordance with the Data Protection Act 2018, Applicants are not entitled to view references written or received in respect of them where such references are provided in confidence, including when requesting a reference provided in confidence through making a subject access request. In this Trust all references are given in confidence. Those who give references owe a legal duty of care in their preparation to both the Applicant and the prospective employer.

What this means for referees:

- you must only provide content which is true, accurate, factual and fair to the best of your knowledge and belief and which does not give a misleading overall impression.
- if this does not happen, the applicant may bring a claim against both the Academy Trust and the Referee alleging, for example, deceit, negligence, negligent misstatement, defamation, malicious falsehood or alleged discrimination, such as victimisation because of a protected characteristic; and
- the prospective employer may also bring a claim for negligence if they suffer financial loss or damage as a result of an inaccurate or misleading reference (e.g. following the withdrawal of a job offer).

**Refusal to give a reference:** As an Trust , references are given as a matter of course, so if you consider refusing a request for a reference for any reason, advice must be sought from your line manager or HR provider.

Where a member of the teaching staff employed at the School applies for a teaching post at another Academy, Trust, a maintained school, or a further education institution, the School must at the request of the board of governors or Academy Trust of that other educational institution:

- advise in writing whether or not, in the previous two years, there have been any formal capability considerations or proceedings for that teacher at the Academy or the Predecessor School; and
- give written details of the concerns which gave rise to any such consideration of that teacher's capability, the duration of the proceedings and their outcome.

In these circumstances a refusal to give a reference would be a breach of the Academy's funding agreement.

#### 40.1 Requests from Authorised Officers of Jobcentre Plus

Where a request is received from an Authorised Officer of Jobcentre Plus, it is a legal requirement to respond in the form that has been requested and within the time period stated. Legal advice should be sought before responding to any requests from an Authorised Officer of Job Centre Plus. Only Referees are authorised to respond to these requests.

Personal data in an employment context is information held on record by an employer about an individual. Providing personal data to a prospective employer about an employee or former employee will amount to processing and sharing for the purposes of the Data Protection Legislation.

All personal data must be processed lawfully, fairly and in a transparent manner. The Referee must obtain consent from the employee/former employee in order for a reference to be provided. Where the employee is applying for a role in an education setting, the prospective employer will have a statutory obligation under Keeping Children Safe in Education to obtain references.

If the person dealing with the request has any doubts about whether or not the individual has given their consent, they must contact the individual to check whether or not they authorise a reference to be provided.

## 41 Smoking, Alcohol and Drugs Policy

All employees are expected to arrive at work fit to carry out their jobs and be able to perform their duties safely without any limitations due to the use or aftereffects of alcohol or drugs (whether prescribed, over the counter, legal highs or illegal substances). Misuse of alcohol and drugs can lead to increased absences, reduced performance, impaired judgement and decision making, damage to relationships and increased health and safety risks, not only for the individual but also for our pupils and colleagues. Irresponsible behaviour resulting from the misuse of alcohol or drugs may also damage pupil outcomes and the Trust's reputation.

### 41.1 Smoking

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

Staff may only smoke outside of the school and outside of the exclusion area during breaks. When smoking outside, staff should ensure that they dispose of cigarette butts and other litter appropriately.

Staff must not promote smoking in any form to pupils. This includes the purchasing of; selling to; or sharing of cigarettes or other products that can be smoked as described in 4.1 to any pupil regardless of whether they are of a legal age to smoke.

Staff must not smoke with pupils.

Staff using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

If the vehicle is being used for private purposes, it is a criminal offence to smoke in the presence of any passenger under the age of 18. For the purposes of the legislation, driving includes sitting in a stationary car with the engine running.

### 41.2 Alcohol

**Storage:** The Trust does not permit alcohol to be stored on Trust or Academy premises unless properly secured and with the agreement of the Headteacher.

**Under the influence:** It is strictly forbidden to work or to remain at work under the influence of alcohol. If the Academy considers that you are under the influence of alcohol you may be sent home immediately and disciplinary action will be taken.

**Entertaining:** Any entertaining on or off Trust or Academy premises must be conducted sensibly. If an employee attending such a function behaves inappropriately or brings the school into disrepute due to their actions, following the consumption of alcohol/drugs, then the conduct may be regarded as taking place in the work place and as a result disciplinary action may be appropriate. At school functions, employees are not permitted to drink alcohol.

**School Trips:** When attending school trips including residential visits either in this country or abroad, employees are considered to be working and so the consumption of alcohol is not permitted. During longer-term residential visits more than two nights, "off-duty" time may be agreed by the party leader

and during this time, alcohol may not be consumed in case they are required to be “on-duty”. Employees should not drink alcohol in front of the children. Inappropriate behaviour on trips may result in disciplinary action.

**The Trust expects all employees to comply with the drink-driving legislation at all times. Committing a drink-driving offence outside or during working hours or while working for the Trust may lead to action under our Disciplinary Procedure and could result in dismissal.**

**Screening & Searching:** The Trust will, where it considers it appropriate, screen individuals who are suspected of being under the influence of alcohol whilst at work in contravention of this policy. It is your contractual duty to comply with all reasonable requests to undergo any blood or urine tests as deemed necessary by the Trust. An unreasonable refusal to consent will constitute a disciplinary offence. In addition, Where the school has reasonable suspicion that a member of staff has prohibited goods on school property, the Trust reserves the right to conduct searches for alcohol including, but not limited to, searches of lockers, filing cabinets and desks, packages sent to our address.

Any alcohol found as a result of a search will be confiscated and action may be taken under the Disciplinary Procedure.

**Confidentiality:** Confidentiality is assured during the screening process and only you, Occupational Health and the Headteacher will have access to the results. Your written consent to disclose the results will be obtained but failure to give such consent could in itself constitute a disciplinary offence.

### 41.3 Drugs

**Substance misuse:** For the purposes of this policy is defined as the taking of illegal drugs, the misuse of prescription and “over the counter” medication or usage of products with the express intention of causing an altered state of consciousness e.g. aerosols, solvents or lighter fuel.

**Controlled substances:** It is a criminal offence to use, possess or deal in any controlled substances and anyone found through the Disciplinary Procedure to be involved in any of these activities, whether during or outside working hours, will normally be dismissed for gross misconduct. The Trust will notify the Police where appropriate.

**At work:** The Trust and its Academies have a responsibility to ensure the safe working environment for all staff under the Health and Safety at Work Act 1974 and must also comply with the Misuse of Drugs Act 1971. This Act makes it a criminal offence for illegal drugs to be knowingly used, kept or supplied on any of the organisation’s premises and for any such activities to be ignored. The Trust therefore does not permit controlled substances (other than prescribed drugs) to be used, stored or sold on Trust or Academy premises.

**Under the influence:** It is strictly forbidden to come to work or to remain at work under the influence of any drug. If you have been prescribed drugs whose side effects could have an impact on your work or behaviour, you should report this immediately to the Headteacher. If the Academy considers that you are under the influence of any drug (including prescribed drugs which have or could have affected your work or behaviour and of which you have failed to notify your superior), disciplinary action will be taken.

**Screening & Searching:** The Academy will where it considers it appropriate search and/ or screen individuals for drug use. This may be as a result of suspicion against the individual. It is your contractual duty to comply with all reasonable requests to search you or to undergo any blood or urine tests as

deemed necessary by the Academy. An unreasonable refusal to consent will constitute a disciplinary offence. A search may include personal property as well as your person.

Any drugs found as a result of a search will be confiscated and action may be taken under the Disciplinary Procedure.

If you are found in possession of illegal drugs during your working hours, or at a work-related event, we will have no option but to report the matter to the police

#### 41.4 Support

When an employee acknowledges that they have a dependency problem with either alcohol or substance misuse the Trust and the Academy will give them support and encouragement to seek treatment. If any treatment requires time to be taken away from the workplace, the individual will be entitled to normal sickness absence benefits and pension rights on submission of an appropriate medical certificate and the absence will be subject to our normal sickness absence procedures.

The Trust will make every effort to support those employees who accept that they require treatment and will work with Occupational Health and the employee's own medical advisers. However, the Trust must have regard to the Health and Safety of its entire staff and the students within its Academies.

In the event that an individual is unwilling to accept that there is a problem and that treatment is required, or that treatment is not followed, the matter may become a disciplinary issue.

We aim to ensure that the confidentiality of any employees experiencing alcohol or drug-related problems is maintained appropriately by managers, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting employees, some degree of information sharing is likely to be necessary. As part of the application of this policy, the Trust may collect, process and store personal data and special categories of data in accordance with our data protection policy. We will comply with the requirements of the **Data Protection Legislation** (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Records will be kept in accordance with our [Workforce Privacy Notice], our Retention and Destruction Policy and in line with the requirements of the Data Protection Legislation.

## 42 Retirement Policy

### 42.1 Introduction

**Application:** This policy is aimed at all of the Trust's staff whether permanent, temporary, casual, part-time or on a fixed-term contract and to individuals who are consultants or volunteers at the Trust.

**Purpose:** This policy is intended to provide guidance on the Trust's approach to retirement. The Trust is committed to treating all staff fairly regardless of age and will adhere to the principles set out in the Trust's equal opportunities policy. This policy does not form part of your contract of employment and may be amended from time to time.

### 42.2 Retirement

**Retirement age:** The Trust does not currently operate a compulsory retirement age for its staff, however, this will be reviewed by the Trust from time to time. The Trust acknowledges that retirement is a matter of choice for each member of staff. The Trust will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If the Trust considers there are problems with your performance due to capability or ill-health, these will be dealt with under the Capability Procedure.

**Phased retirement:** The Trust, may in certain circumstances, be able to accommodate a phased retirement which would involve a gradual reduction in working hours. This will depend on the individual's role and the business needs of the Trust and/or Academy. If you are interested in gradually reducing your hours before retirement then please make a request in writing to the Headteacher. If you are considering a phased retirement then you should consider the impact this will have on your pension contributions and seek financial advice before making such a request.

**Early retirement:** If you would like to take early retirement you should seek financial advice on your pension provision and whether your pension scheme rules permit this before making such a request.

**Retirement procedure:** If you have decided to retire the Trust will require your written resignation giving the contractual notice period, as set out in your contract of employment. The Trust appreciates receiving as much notice as possible and you will not suffer any prejudice for giving earlier notice. The Academy will meet with you to discuss any intended retirement dates, hand over plans, pension details and phased retirement, if applicable.

### 42.3 Workplace Discussions

**Discussions:** The Trust encourages **all** staff to have workplace discussions with their line manager about their performance, training needs and future aspirations. Your employment prospects will not be prejudiced because you express an interest in retiring. If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment. Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or phased retirement.

**Planning:** The Trust values the experience and knowledge of its staff and may require the assistance and co-operation of any member of staff who is considering retiring. Prior to retirement you may be asked to; provide full written details of the status of work projects and future steps, assist in developing a job description, ensuring a smooth handover of work and assisting in training any successor.

#### 42.4 Pension

**Pension:** You are responsible for taking financial advice and considering your pension provision before making any decision to retire.

**Further information:** If you would like further information regarding retirement, please contact the HR Team.

## 43 Staff with their Own Children in School

Some staff within the Trust choose for their own children to attend the school at which they work. This is more common for support staff, and particularly lunchtime supervisors, but teachers and leaders may also decide to do the same. This policy is in no way designed to discourage this, in fact we are happy to encourage it where the circumstances are right and appropriate. However, it is important to ensure that a number of protocols are in place to make such arrangements successful for all concerned, primarily for the child, but also the member of staff, as well as other parents and children.

When in school, it is important for parents to remember that their relationship with their own child should be consistent with their relationship with any other child. Special privileges, special treatment and physical contact that would be inappropriate with other children should all be avoided. It is important for staff members to take time to explain this to their child, so they understand the reasons for this and the parameters that need to be followed.

It is recognised that having a parent as a member of staff can be confusing for a young child, or those with specific needs. As a result, it may be difficult for the intentions behind this policy to be fully adhered to, but conversation with the child is encouraged to seek to enable them to understand. Senior colleagues can support these conversations as required. Where possible, children should address their parent with the same name that is used by other children, usually their title and surname.

Whilst it is possible that staff could be accused of giving their child special privileges, for example, a part in a play or a place in a team, it is equally possible that a child could be unfairly excluded from such for fear of accusation. This is not fair on the child. Where such opportunities arise, or potential areas of conflict exist, it is vital that other members of staff are placed in the position of decision-maker, or support from leadership is sought and provided.

### 43.1 Concerns

If a child is subject to unacceptable behaviour at any time, because of their relationship to a staff member, this will be dealt with in line with the behaviour policy, as in any other circumstance. However, to avoid any conflict of interest, the child's parent should not be involved in resolving or dealing with such an incident. Where they are the first one to become aware of an issue, they must immediately escalate it to their line manager or another senior leader, and then withdraw, except where their later involvement may be required as a parent.

Where a staff member has concerns in relation to their child, either in respect of academic or personal development, or treatment by other children or teachers, they should not seek to resolve these themselves. Where possible, it is advisable that a partner takes the lead in addressing concerns. Where there is no partner, or this is not feasible for any other reason, the staff member concerned should take the matter up with a line manager or senior leader who can assist in taking things forward. An appointment should be made to speak to the Head/Class Teacher as would be expected of any other parent. Also, similarly, if the school have concerns about an employee's child, an appointment should be made to speak to the parent(s), preferably outside of normal working hours.

Should another member of staff have concerns about any aspect of this policy and guidance in respect of a member of staff and their child, they should raise this with their line manager or a senior leader, rather than try to deal with it themselves.

Generally, schools will seek to avoid placing children in a class where their parent works. Where this is not possible, for example due to the size of the school and allocation of staff, the guidelines of this

policy will need close consideration and leadership will look to put additional safeguards in place for the good of all concerned.

### **43.2 Communication**

Where there is information to be shared with parents, this will be communicated through the usual channels. The employee should not be hindered in going about their normal duties because someone is trying to communicate with them in relation to their child, unless it is an emergency, where any other parent would be called at work. Likewise, employee parents should not be provided with privileged information, just because they are a member of staff.

Some staff may choose for all communication in relation to their child to go through a partner, and school staff should respect that. It is important to understand the wishes of each family. The employee should ensure that this is requested and logged through the school office.

Where parents are separated, this will need particular care in ensuring that the school understands the rights and wishes of both parties in terms of communication. The duty of the school is to treat parents equally. The separated parents policy can assist in this regard, particularly in relation to matters of parental responsibility.

### **43.3 Monitoring**

School leaders will monitor on-going relationships where employees have their own children in school. They will feedback on at least an annual basis to their Chair of governors in general terms, who in turn will maintain a general overview of such matters.

Where a Headteacher has their own child in the school, the Chair of governors will review the matter with the Headteacher and other senior leaders on a regular basis.

Any complaints or concerns from parents or staff will be dealt with in line with the school's grievance procedure (staff) or complaints policy (parents). A complaint or grievance cannot be duplicated. The issue must be decided as either a staff or a parent one.

## 44 Early Career Teacher (ECT) policy

### 44.1 Introduction

The Diocese of Salisbury Academy Trust offers induction to early career teachers (ECTs). This policy sets out how we aim to manage this personalised programme to support an early career teacher during their induction, to satisfactorily meet the Teachers' Standards by the end of this period. This induction will be underpinned by the provisions of the Early Career Framework (ECF).

**Scope and purpose of this policy:** This policy has been developed to comply with current relevant legislation and the statutory guidance 'Induction for early career teachers (England)'.

This policy does not form part of any employee's contract of employment and may be amended at any time.

### 44.2 Prior to Starting Induction

We will follow our DSAT recruitment policy in the recruitment of an ECT, including carrying out all relevant pre-employment checks and that the ECT has been awarded QTS. The ECT should provide evidence that they have QTS and are eligible to start induction.

We will identify and agree an organisation to act as the appropriate body in accordance with the guidance and will notify them of the appointment of the ECT. The appropriate body, who has the main quality assurance role within the induction process, will determine a start date for induction which will be agreed with us and the ECT in advance. The appropriate body should provide the ECT with a named contact with whom to raise concerns that they are unable to resolve via their induction tutor (see 3.5, below) and will also notify the Teaching Regulation Agency (TRA) of the ECT's appointment.

The Headteacher will agree with the appropriate body whether or not the post that it is intended the ECT will serve induction in is suitable for this purpose, in order to facilitate a fair and effective assessment of the ECT against the Teachers' Standards. This will include ensuring that the post:

- provides the necessary tasks, experience and support to demonstrate satisfactory performance against the Teachers' Standards.
- will provide the ECT with an ECF based induction programme.
- will not make unreasonable demands upon the ECT.
- will involve the ECT regularly teaching the same classes, normally within the age range and/or subject of the post that they have been employed to teach.
- involve similar planning, preparation and assessment processes to other teachers in the Diocese of Salisbury Academy Trust:
- will not present unreasonably demanding discipline problems on a day-to-day basis; and
- will not involve additional non-teaching responsibilities without appropriate preparation and support.

We will also ensure that in the first year of induction (terms 1-3) there will be a reduced timetable of no more than 90% of other main pay range teachers to undertake induction activities. In addition, during the second year (terms 4-6) there will be a reduced timetable of no more than 95% of other main pay range teachers to undertake induction activities. The ECT will agree with their induction tutor how best to use their reduced timetable allowance. This is in addition to the timetable reduction received for planning, preparation and assessment (PPA) time.

The Headteacher will appoint an induction tutor for the ECT who is expected to hold QTS, and who has the necessary skills and knowledge to provide regular support and guidance and assess the ECT's progress against the Teachers' Standards and will ensure that they are appropriately trained and have sufficient time to carry out the role effectively. This role may be carried out by the Headteacher. The induction tutor will meet with the ECT at the start of the programme to discuss and agree priorities for their induction and will be responsible for day-to-day monitoring and support and coordinating of assessment. If the ECT has any concerns about their induction programme, they should be raised with the induction tutor who will seek to resolve them.

In addition, the Headteacher will appoint a designated mentor who is expected to hold QTS and have the necessary skills and knowledge to provide effective mentoring and have sufficient time to carry out the role effectively. The mentor will provide regular one-to-one structured, mentoring sessions to support the ECT during their induction and provide effective targeted feedback. This role may be carried out by the Headteacher. This is a separate role to that of the induction tutor and it is expected that it should be carried out by a different individual; in exceptional circumstances, a single teacher may fulfil both roles and where this is the case, adequate safeguards will be put in place to ensure that the mentoring support offered by the designated mentor is not conflated with the assessment role carried out by the induction tutor.

### **44.3 The Induction Period**

The minimum length of the induction period will normally be the full time equivalent of two standard school years (usually six school terms based on a school year of three school terms). Where the ECT has or is serving some of the induction period in another setting, or in non-standard settings such as in the FE sector, the appropriate body will determine the equivalence to two school years. We will also follow the statutory guidance in relation to any special circumstances which may apply, to reduce or extend the induction period.

Where an ECT is part time, this will be the full time equivalent of two standard school years. We will agree with the appropriate body a fair length of induction for each ECT if appropriate, taking account of the ECT's working pattern. In line with the provisions of the statutory guidance, a part time ECT may be able to have their induction period reduced in cases where they have completed a period covering but not equivalent to two full school years and can demonstrate that they meet the Teachers' Standards.

Where an ECT applies for a post that is fixed term or temporary, continuous employment in posts of a minimum of one term or more may count towards the induction period.

Where an ECT is eligible to carry out short-term supply work and is undertaking short term supply work of less than one term, this cannot count towards induction. However, if it becomes clear that short-term supply work will be extended beyond one term, an induction programme will be put in place. The start date of the induction programme cannot be backdated.

### **44.4 Monitoring, Support and Assessment During the Induction Period**

Monitoring and support will take place throughout the induction period. This will be structured to meet the professional development needs of the ECT. It will include a programme of ECF based training, ongoing support and guidance from the induction tutor, regular mentoring provided by the designated mentor, the ECT observing experienced teachers either in this Academy Trust or another appropriate institution where effective practice has been identified and the following, which the ECT should keep track of and participate in effectively:

A programme of ECF based training, embedded as a central aspect of induction that enables the ECT to understand and apply the knowledge and skills set out in the ECF evidence statements and practice.

The Headteacher will determine which of the three approaches set out in the statutory guidance will best suit the needs of the ECT and their mentors. We recognise that the ECF is not an assessment tool, and is separate from the formal assessment of an ECT's performance against the Teachers' Standards.

The induction tutor or another suitable internal or external person with QTS will regularly observe the ECT's teaching against the Teachers' Standards, normally on a monthly basis. Following observation, the observer will notify the ECT in advance of the requirement to attend a post-observation review meeting to provide prompt and constructive feedback and a brief written record will be made of the feedback given at the meeting. Any development needs will be identified.

The induction tutor will carry out a professional progress review based on the evidence of the ECT's teaching, taking place in each term where a formal assessment (see 5.1.4) is not scheduled. A written record of each progress review will be retained and provided to the ECT, stating whether the ECT is on track to complete induction, summarising the evidence collected and the agreed development targets. As a result, objectives may be reviewed to take account of the needs and strengths of the ECT. The induction tutor will update the Headteacher after each progress review and will notify the appropriate body and the ECT themselves whether they are making satisfactory progress.

A formal assessment will normally be carried out in the final term of the first year the final term of the second year, by the Headteacher or the induction tutor. We will agree with the ECT exactly when these assessment dates will be. The assessment will use evidence gathered from the ECT's work as a teacher, from their induction programme, and may require input from other colleagues as appropriate. Copies of the evidence used will be provided to the ECT and the appropriate body. The person carrying out the formal assessment will complete a formal assessment report showing an assessment of the ECT's performance against the Teachers' Standards. The ECT will have an opportunity to add their comments to each of the formal assessment reports, which will then be signed by the induction tutor, the Headteacher (if they are not the induction tutor) and the ECT. The ECT will be provided with the original, which they should retain, and a copy will be sent to the appropriate body shortly after each meeting.

Performance will be assessed against the Teachers' Standards throughout and at the end of the induction period, based on what can reasonably be expected of an ECT at that stage of their induction and taking in to account the work context, within that framework. Evidence for assessments will be drawn from the ECT's work as a teacher during their induction. Formal assessment meetings should be informed by evidence gathered during progress reviews and assessment periods leading up to the formal assessment, through the use of existing documents.

#### **44.5 Leaving or Joining Part Way Through Induction**

If an ECT joining the academy is part way through their induction period and has carried out part of their induction at another institution, the Headteacher will contact the ECT's previous appropriate body to:

- a) obtain copies of any progress review records or assessment reports; and
- b) establish how much induction time remains to be served.

If, as a result of 6.1 above, it is established that any concerns have been raised about the ECT's progress by previous employer(s), the Headteacher will alert the appropriate body of this Trust.

If an ECT is due to leave a post with us after completing one term or more, but before the next formal assessment or the final assessment at the end of the induction period would have been carried out, then the Induction Tutor or Headteacher will complete an interim assessment before they leave in

order to ensure that their progress since the last assessment is captured. This will include any concerns about progress which may have arisen (see paragraph 7, below).

If the induction period is extended by the appropriate body after completion, and the ECT leaves before completing the extension, the Headteacher will complete an interim assessment.

The Headteacher will notify the appropriate body that the ECT has left before completing induction, or if the induction period is extended and the ECT leaves before completing the extension.

#### **44.6 Absences During the Induction Period**

If an ECT is absent during induction for a period of 30 days or more per year of induction or equivalent for part time teacher, the Headteacher will notify the appropriate body as soon as the absences total this number. The induction period will automatically be extended by the same number of total aggregate days of absence, as long as this extension can be served in the same setting. If the extension cannot be served at this setting for any reason, then the ECT would need to serve the minimum period of one term or equivalent in a new setting.

The above does not apply to statutory maternity leave, statutory paternity leave, shared parental leave, statutory adoption leave, or parental bereavement leave, in which case the ECT can decide whether or not to extend the induction period to reflect the number of days absent and it is recommended that they seek advice before deciding. If the ECT chooses to extend the induction period, this request will be granted, and their performance will be assessed against the Teachers' Standards.

#### **44.7 Where There Are Concerns**

If it becomes apparent during progress reviews, that the ECT is not making satisfactory progress against the Teachers' Standards, the induction tutor should state this clearly within the progress review record and outline the support plan to be put in place to assist the ECT in getting back on track. The induction tutor is expected to notify the appropriate body of this determination and share both the progress review record and support plan for the appropriate body to review.

If during the first formal assessment, it becomes apparent that the ECT is not making satisfactory progress, we will inform the appropriate body and the Headteacher should ensure appropriate measures are put in place immediately and will:

- make clear the areas in which improvement is needed.
- give the ECT the opportunity to comment on and discuss the concerns.
- find out if there are any issues (both in or outside of work) that are affecting their performance that the induction tutor or another appropriate person can assist with or provide support.
- put in place additional monitoring and any support that will be provided to help address the specific areas and improve their performance.
- set appropriate objectives to guide the ECT towards satisfactory performance against the Teachers' Standards.
- make clear how, and by when, progress will be reviewed, giving every opportunity for improvement.

If the ECT's progress is still unsatisfactory in subsequent progress reviews following the first assessment point, induction tutors should continue to deliver progress reviews, including reviewing and revising the ECT's objectives and support plan, linking these with the Teachers' Standards and sharing with the ECT, headteacher and appropriate body.

If there are still concerns between formal assessment one and two, despite the additional monitoring and support measures put in place, the Headteacher will discuss the following with the ECT, brief details of which will be included on the formal assessment report:

- the identified weaknesses and the evidence used to inform the judgement.
- give the ECT the opportunity to comment on and discuss the concerns.
- the agreed objectives previously set and review progress, either by setting new and clear objectives or by updating current objectives.
- the additional monitoring and support put in place and put in place any further monitoring and support that will be provided to address the specific areas and improve their performance.
- details of the improvement plan for the next assessment period.
- the consequences of failure to complete the induction period satisfactorily.
- As with all progress reviews, the progress review record should capture the ECT's unsatisfactory performance against the Teachers' Standards and be shared with the appropriate body alongside the corresponding support plan.

If the concerns about the ECT's progress are very serious, we may instigate formal capability proceedings in line with our DDAT policy, which may lead to dismissal before the end of the induction period. The induction process set out in this policy will continue alongside the capability procedure and we will inform the appropriate body. This will not prevent the ECT from completing induction at another institution, as the ECT will not have completed a full induction period in order for a decision to be made by the appropriate body whether or not the ECT has failed to satisfactorily complete induction.

#### **44.8 Completion of the Induction Period**

A final assessment will normally be carried out at the end of the induction period, by the Headteacher or the induction tutor. We will agree with the ECT exactly when this assessment date will be. The assessment will use evidence gathered from the ECT's work as a teacher and from their induction programme during the preceding assessment period and may require input from other colleagues as appropriate. Any judgements made will relate to the Teachers' Standards, based on what can reasonably be expected of an ECT by the end of their induction period, and taking into account the work context, within that framework. Copies of the evidence used will be provided to the ECT and the appropriate body.

Following this final meeting, the person carrying out the formal assessment will complete a final assessment report which will include a recommendation to the appropriate body as to whether the ECT's performance against the Teachers' Standards is considered satisfactory, unsatisfactory, or whether an extension should be considered.

The ECT will have an opportunity to add their comments to the final assessment report, which will then be signed by the induction tutor, the Headteacher (if they are not the induction tutor) and the ECT. The ECT will be provided with the original, which they should retain, and a copy will be sent to the appropriate body within 10 working days of the final assessment meeting.

The appropriate body will make the final decision as to whether or not the ECT's performance against the Teachers' Standards is satisfactory within 20 working days of receiving the final assessment report from us, drawing on the recommendation of the Headteacher made in the formal assessment report and all available evidence. They will then notify the ECT and us of the decision in writing, within three working days of making the decision. The decision will either be that the ECT:

- Has performed satisfactorily against the Teachers' Standards and so has completed their induction period; or
- Requires an extension of the induction period; or
- Has failed to satisfactorily complete the induction period.

If the decision is to extend the period of induction or that the ECT has failed their induction period, the appropriate body will also notify the Teaching Regulation Agency (TRA) within three working days.

#### **44.9 Right of Appeal to the Appeals Body**

If the appropriate body extends the induction period or decides that the ECT has failed to satisfactorily complete the induction period, the ECT has the right of appeal against that decision within 20 working days of the decision to the Appeals Body, which is the TRA. The appropriate body will inform the ECT of their right of appeal and how to exercise that right.

#### **44.10 Failure to Complete Induction and Dismissal**

Failure to complete the induction period satisfactorily means that the ECT is longer eligible to be employed as a teacher in a relevant school, which includes maintained schools and non-maintained special schools.

As an academy, we have decided to follow the principle of the Regulations in relation to an ECT who has failed induction working in a relevant school and apply them to our Trust Therefore, we will normally dismiss an ECT who has failed induction:

- Within 10 working days of the ECT giving notice that they do not intend to exercise their right to appeal; or
- Within 10 working days from when the time limit for making an appeal expires, without an appeal being brought; or
- Within 10 working days of being told the outcome of an appeal where an appeal is heard, and the outcome of the appeal is that the ECT is judged as having failed induction.

#### **44.11 General Principles Underlying This Policy**

#### **44.12 Confidentiality**

The induction process will be treated confidentially, and we will ensure that arrangements are in place to facilitate this, including the secure transfer of data between us and the appropriate body. Information relating to an ECT's induction process will only be shared with those directly involved in the induction process, and the Academy Standards and Ethos Committee on request for a general report on progress, on a termly basis.

#### **44.13 Consistency of Treatment and Fairness**

Diocese of Salisbury Academy Trust are committed to ensuring consistency of treatment and fairness. It will abide by all relevant equality legislation, including the duty to make reasonable adjustments for disabled employees. The Academy Trust is aware of the guidance on the Equality Act 2010 issued by the Department for Education.

#### **44.14 Retention and data protection**

The board of trustees and Headteacher will ensure that all written induction records are retained in a secure place, for six years or longer if there are reasons to do so, as long as this complies with the Data Protection Act. As part of the application of this policy, the Academy Trust may collect, process and

store personal data in accordance with our data protection policy. We will comply with the requirements of Data Protection Legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018). Records will be kept in accordance with our GDPR policy, our Retention policy and in line with any other requirements of Data Protection Legislation.

## 45 Forms

The following forms can be found in the DSAT SharePoint HR Policies folder: [Employment Manual Forms](#)

- Flexible Working Form
  - Parental Leave Request Form
  - Maternity Leave Notification Form
  - Paternity and Adoptive Leave Notification Form
  - Shared Parental Leave Form
  - Self-Certification Form
-